AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, May 14, 2024, 10:30 AM

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

   Public Safety Chaplain Dan Good
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   May 7, 2024
7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

   Request of Forress Rayford for a waiver of the Noise Ordinance at 911 Dauphin Street on March 3, 2025, from 5:00 p.m. - 1:00 a.m. (District 2).

   Request of Jenny B. Mixon for a waiver of the Noise Ordinance at 217 S. Sage Avenue on October 19, 2024, from 9:00 a.m. - 10:00 p.m. (District 5).

   Request of MOWA Bando for Choctaw Indians for a waiver of the Noise Ordinance at 1035 Cody Road N., on May 14, 2024, from 6:00 p.m. - 9:00 p.m. (District 7).
10. **PUBLIC HEARINGS**

    Public hearing to consider an ordinance to amend Article 13, Section 64-13-2 of the Unified Development Code.

    Public hearing to rezone property located at 1100 Spring Hill Avenue from R-2, B-1, and B-3 to B-3 (District 2).

Public hearing for the proposed modification of a previously approved Planned Unit Development for property located at 3201 Airport Boulevard and 410 & 450 Bel Air Boulevard (District 5).

Public hearing to rezone property located at 255, 257, and 259 Dogwood Drive from R-1 to B-1 (District 5).

Public hearing to consider a modification of a previously approved Planned Unit Development for property located at 3674 and 3680 Dauphin Street (District 7).

Public hearing to declare the structure at 2434 Redmond Street a public nuisance and order it demolished (District 1).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Mr. Rooks - Give update on the Mobile Tree Commission.

David Clark - Present the 2023 Alabama Tourism Economic Report.

Sabrina Mass - Questions about the investigation of Paul Prine's allegations.

Rena Chapa - Has questions about Paul Prine investigation.

Reggie Hill - Call for meetings of the Rules, Public Safety, and Finance Committees to consider resolutions, amendments, and ordinances related to matters within the City.

12. ORDINANCES HELD OVER

64-025 Consider an ordinance to amend Article 13, Section 64-13-2 of the Unified Development Code (sponsored by Councilmembers Daves and Gregory).

64-029 Rezone property located at 7701, 7705, 7709, 7621, and 7631 Old Government Street Road from R-1 to R-3 (sponsored by Councilmember Woods).

13. CIP RESOLUTIONS HELD OVER

08-410 Approve purchase order to Arcadis US, Inc. for ethernet switches and transceivers for traffic signal upgrades; $116,888.80 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

14. RESOLUTIONS HELD OVER

01-411 Authorize agreement with Mobile County Commission, for County Paving City Segments-Unicorp; (sponsored by Mayor Stimpson) (Submitted by Nick Amberger Engineering Dept.)

08-412 Approve purchase order to Galls, LLC for ballistic body armor and helmets for MFRD; $116,853.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-413 Approve purchase order to SHI International Corp. for annual subscription renewal for Rock Solid Citizen Engagement Software; $54,485.78 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09- 414 Transfer funds from Public Works Executive Admin to Capital Project Fund for City-wide resilience assessment and plan; $40,000.00 (sponsored by Mayor Stimpson) (submitted by Cheri Boucher, Accreditation Manager).

21-415 Authorize contract with Barter & Associates, Inc. for Cruise Terminal Parking Garage structural inspection and design services for repairs; $20,000.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-416 Authorize contract with H & H Electrical Co. Inc. for electrical upgrades and lighting at Copeland-Cox Tennis Center; $417,940.00 (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

25-417 Grant a permanent easement to Alabama Power to provide underground service to the U.S. Army Corps of Engineers building, parking deck, and future arena (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept., and Carleen Stout-Clark, REAM Dept.).

15. ORDINANCES BEING INTRODUCED

64-030 Rezone property located at 1100 Spring Hill Avenue from R-2, B-1, and B-3 to B-3 (sponsored by Councilmember Carroll).

64-031 Consider modification of a previously approved Planned Unit Development for property located at 3201 Airport Boulevard and 410 & 450 Bel Air Boulevard (sponsored by Councilmember Daves).

64-032 Rezone property located at 255, 257, and 259 Dogwood Drive from R-1 to B-1 (sponsored by Councilmember Daves).

64-033 Consider a modification of a previously approved Planned Unit Development for property located at 3674 and 3680 Dauphin Street (sponsored by Councilmember Gregory).

16. CONSENT RESOLUTIONS BEING INTRODUCED

40-419 Declare the structure at 2434 Redmond Street a public nuisance and order it demolished (sponsored by Councilmember Penn).

58-420 Assess costs for removal of weeds, Repeat Weed Lien Group 70.

60-421 Approve award of special bonus to the Build Mobile Employee of the Month; Wilson (sponsored by Mayor Stimpson) (submitted by Shayla Beaco, Build Mobile).

60-422 Determine an appropriation to Centre for the Living Arts, d/b/a Alabama Contemporary Art Center serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-423 Determine an appropriation to Gulf Coast Caribbean Carnival Association serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-424 Determine an appropriation to Murphy High School serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-425 Determine an appropriation to Yorktown Baptist Church serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-426 Determine an appropriation to The Village of Spring Hill, Inc. serves a public purpose and approve payment (sponsored by Councilmembers Daves and Gregory) (submitted by Donna Bryars, Accounting Dept.).

60-427 Determine an appropriation to Mobile Bay Area Veterans Day Commission, Inc. serves a public purpose and approve payment (sponsored by Mayor Stimpson) (submitted by Donna Bryars, Accounting Dept.).

17. RESOLUTIONS BEING INTRODUCED

01-428 Authorize extension of purchase and sale agreement for 720 Museum Drive (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept.).

08-429 Approve purchase order to CDW Government, LLC for annual subscription renewal for network protection software for MIT; $36,502.05 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-430 Approve purchase order to Clyde Armory, Inc. for 12-gauge shotguns for MPD; $18,964.50 (sponsored by Mayor Stimson) (submitted by John Paine, Purchasing Dept.).

08-431 Approve purchase order to GT Distributors of Georgia, Inc. for 9mm pistols for MPD; $28,630.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-432 Approve purchase order to Millcreek Manufacturing for field top dresser for Parks Dept.; $38,495.00 (sponsored by Mayor Stimpson) (submitted

by John Paine, Purchasing Dept.).

08-433 Approve purchase order to Sunbelt Fire, Inc. for fire bunker gear for MFRD; $170,500.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-434 Authorize contract with Double AA Construction Company, LLC for reroofing for Toulminville Library; $759,500 (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

31-435 Authorize Covenant of Purpose, Use, and Ownership with the U.S. Department of the Treasury for the Africatown Welcome Center (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

18. CALL FOR PUBLIC HEARINGS

41-436 Call for public hearing to rezone property located at 3300 Knollwood Drive and 3401 & 3421 Medical Park Drive from R-1, B-1 and B-2 to B-2 (scheduled for June 18, 2024) (District 6).

19. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:5/14/2024

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	5/8/2024 - 11:37 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/14/2024

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	5/8/2024 - 11:37 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/14/2024

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/8/2024 - 9:49 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/14/2024

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/8/2024 - 2:22 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/14/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Gregory

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	5/9/2024 - 1:35 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/14/2024

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	4/9/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/9/2024 - 10:03 AM

AN ORDINANCE TO AMEND ARTICLE 13, SECTION 64-13-2 OF THE UNIFIED DEVELOPMENT CODE

Sponsored by Councilmembers Joel Daves and Gina Gregory

WHEREAS, the Council previously adopted Resolution 60-1313-2023 requesting that the Planning Commission consider and make a recommendation on a proposed text amendment to Article 13, Spring Hill Overlay, of the Unified Development Code to provide that proposed Planned Developments within the area encompassed by the Spring Hill Overlay are exempt from the minimum contiguous land area requirement of 10 acres; and,

WHEREAS, the Planning Commission conducted a public hearing on January 18, 2024; and,

WHEREAS, following the public hearing the Planning Commission held the proposed amendment over for further evaluation; and,

WHEREAS, the Planning Commission discussed the proposed amendment at its February 22, 2024, meeting, and in response to comments made at the public hearing voted at said meeting to recommend to the Council that Article 13, section 64-13-2 of the Unified Development Code, be amended to add a subparagraph 6 to read as follows:

6. Within any sub-district, the minimum contiguous land area required for Planned Developments shall be four (4) acres.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

SECTION ONE. That section 64-13-2, paragraph A. Applicability, of Article 13, Springhill Overlay, of the Unified Development Code be, and the same hereby is, amended to add thereto the following as subparagraph 6:

6. Within any sub-district, the minimum contiguous land area required for Planned Developments shall be four (4) acres.

SECTION TWO. The provisions of this Ordinance are supplemental and shall not be construed to repeal any other ordinance or law.

SECTION THREE. This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

ADOPTED:

_____
CITY CLERK

Notice of Public Hearing to Consider an
Ordinance to Amend Article 13, Section 64-13-2
of the Unified Development Code

Pursuant to Resolution of the Mobile, Alabama City Council adopted **April 9, 2024**, a public hearing will be held on the **14th** day of **May, 2024**, at 10:30 a.m., to consider adoption of an ordinance to amend Article 13, Section 64-13-2 of the Unified Development Code.

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.

Lisa C. Lambert
City Clerk

WHEREAS, the Council previously adopted Resolution 60-1313-2023 requesting that the Planning Commission consider and make a recommendation on a proposed text amendment to Article 13, Spring Hill Overlay, of the Unified Development Code to provide that proposed Planned Developments within the area encompassed by the Spring Hill Overlay are exempt from the minimum contiguous land area requirement of 10 acres; and,

WHEREAS, the Planning Commission conducted a public hearing on January 18, 2024; and,

WHEREAS, following the public hearing the Planning Commission held the proposed amendment over for further evaluation; and,

WHEREAS, the Planning Commission discussed the proposed amendment at its February 22, 2024, meeting, and in response to comments made at the public hearing voted at said meeting to recommend to the Council that Article 13, section 64-13-2 of the Unified Development Code, be amended to add a subparagraph 6 to read as follows:

6. Within any sub-district, the minimum contiguous land area required for Planned Developments shall be four (4) acres.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

SECTION ONE. That section 64-13-2, paragraph A. Applicability, of Article 13, Springhill Overlay, of the Unified Development Code be, and the same hereby is, amended to add thereto the following as subparagraph 6:

6. Within any sub-district, the minimum contiguous land area required for Planned Developments shall be four (4) acres.

SECTION TWO. The provisions of this Ordinance are supplemental and shall not be construed to repeal any other ordinance or law.

SECTION THREE. This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 14th day of May, 2024, 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 Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 17th day of April, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code would amend Article 13, section 64-13-2 of the Unified Development Code, to add a subparagraph 6 that would allow Planned Developments on properties four (4) acres and larger within any sub-district of the Spring Hill Overlay.

This proposed amendment to the Unified Development Code will be in full force and effect from after its publication and adoption by the Mobile City Council.

41-337 **2024**

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: APR 09 2024

Lana Pafenbach

ASSISTANT City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:5/14/2024

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	5/9/2024 - 9:25 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/14/2024

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	5/9/2024 - 9:29 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/14/2024

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	5/9/2024 - 9:32 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/14/2024

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	5/9/2024 - 9:34 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/14/2024

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	5/9/2024 - 9:38 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/14/2024

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	5/10/2024 - 3:09 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/14/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	5/8/2024 - 9:51 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/14/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	5/9/2024 - 1:36 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/14/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	5/9/2024 - 1:38 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/14/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/9/2024 - 1:57 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:5/14/2024

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	4/9/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/1/2024 - 11:37 AM

AN ORDINANCE TO AMEND ARTICLE 13, SECTION 64-13-2 OF THE UNIFIED DEVELOPMENT CODE

Sponsored by Councilmembers Joel Daves and Gina Gregory

WHEREAS, the Council previously adopted Resolution 60-1313-2023 requesting that the Planning Commission consider and make a recommendation on a proposed text amendment to Article 13, Spring Hill Overlay, of the Unified Development Code to provide that proposed Planned Developments within the area encompassed by the Spring Hill Overlay are exempt from the minimum contiguous land area requirement of 10 acres; and,

WHEREAS, the Planning Commission conducted a public hearing on January 18, 2024; and,

WHEREAS, following the public hearing the Planning Commission held the proposed amendment over for further evaluation; and,

WHEREAS, the Planning Commission discussed the proposed amendment at its February 22, 2024, meeting, and in response to comments made at the public hearing voted at said meeting to recommend to the Council that Article 13, section 64-13-2 of the Unified Development Code, be amended to add a subparagraph 6 to read as follows:

6. Within any sub-district, the minimum contiguous land area required for Planned Developments shall be four (4) acres.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

SECTION ONE. That section 64-13-2, paragraph A. Applicability, of Article 13, Springhill Overlay, of the Unified Development Code be, and the same hereby is, amended to add thereto the following as subparagraph 6:

6. Within any sub-district, the minimum contiguous land area required for Planned Developments shall be four (4) acres.

SECTION TWO. The provisions of this Ordinance are supplemental and shall not be construed to repeal any other ordinance or law.

SECTION THREE. This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

ADOPTED:

_____
CITY CLERK

Notice of Public Hearing to Consider an
Ordinance to Amend Article 13, Section 64-13-2
of the Unified Development Code

Pursuant to Resolution of the Mobile, Alabama City Council adopted **April 9, 2024**, a public hearing will be held on the **14th** day of **May, 2024**, at 10:30 a.m., to consider adoption of an ordinance to amend Article 13, Section 64-13-2 of the Unified Development Code.

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.

Lisa C. Lambert
City Clerk

WHEREAS, the Council previously adopted Resolution 60-1313-2023 requesting that the Planning Commission consider and make a recommendation on a proposed text amendment to Article 13, Spring Hill Overlay, of the Unified Development Code to provide that proposed Planned Developments within the area encompassed by the Spring Hill Overlay are exempt from the minimum contiguous land area requirement of 10 acres; and,

WHEREAS, the Planning Commission conducted a public hearing on January 18, 2024; and,

WHEREAS, following the public hearing the Planning Commission held the proposed amendment over for further evaluation; and,

WHEREAS, the Planning Commission discussed the proposed amendment at its February 22, 2024, meeting, and in response to comments made at the public hearing voted at said meeting to recommend to the Council that Article 13, section 64-13-2 of the Unified Development Code, be amended to add a subparagraph 6 to read as follows:

6. Within any sub-district, the minimum contiguous land area required for Planned Developments shall be four (4) acres.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

SECTION ONE. That section 64-13-2, paragraph A. Applicability, of Article 13, Springhill Overlay, of the Unified Development Code be, and the same hereby is, amended to add thereto the following as subparagraph 6:

6. Within any sub-district, the minimum contiguous land area required for Planned Developments shall be four (4) acres.

SECTION TWO. The provisions of this Ordinance are supplemental and shall not be construed to repeal any other ordinance or law.

SECTION THREE. This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 14th day of May, 2024, 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 Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 17th day of April, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code would amend Article 13, section 64-13-2 of the Unified Development Code, to add a subparagraph 6 that would allow Planned Developments on properties four (4) acres and larger within any sub-district of the Spring Hill Overlay.

This proposed amendment to the Unified Development Code will be in full force and effect from after its publication and adoption by the Mobile City Council.

41-337 **2024**

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: APR 09 2024

Lana Pafenbach

ASSISTANT City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:5/14/2024

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	3/28/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/28/2024 - 2:46 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 7701, 7705, 7709, 7621, and 7631 Old Government Street Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **March 12, 2024**, a public hearing will be held on the **7th** day of **May**, 2024, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 7701, 7705, 7709, 7621, and 7631 Old Government Street Road from R-1, Single-Family Residential Suburban District, to R-3, Multi-Family Residential Suburban 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 CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE.

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, TOWNE CENTRE, AS RECORDED IN MAP BOOK 79, PAGE 40 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, SAID POINT LOCATED ON THE SOUTH RIGHT-OF-WAY LINE OF OLD GOVERNMENT STREET; THENCE RUN N85°21'10"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 432.14 FEET TO A POINT; THENCE RUN S89°20'16"E, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, 318.28 FEET TO A POINT; THENCE RUN N89°02'53"E, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, 43.25 FEET TO A POINT; THENCE RUN S0°11'08"E, 883.94 FEET TO A POINT; THENCE RUN N89°44'16"W, 45.81 FEET TO A POINT; THENCE RUN N88°23'54"W, 164.29 FEET TO A POINT; THENCE RUN N89°21'04"W, 193.42 FEET TO A POINT, SAID POINT BEING THE NORTH EAST CORNER OF LOT 3, OF SAID TOWNE CENTRE SUBDIVISION; THENCE RUN N86°46'55"W, ALONG THE NORTH LINE OF SAID LOT 3, 504.99 FEET TO A POINT, SAID POINT LOCATED ON THE EAST LINE OF SAID LOT 1, OF SAID TOWNE CENTRE SUBDIVISION; THENCE RUN N02°21'02"E, ALONG THE EAST LINE OF SAID LOT 1, 396.47 FEET TO A POINT; THENCE RUN N35°47'42"E, CONTINUING ALONG SAID EAST LINE, 79.18 FEET TO A POINT; THENCE RUN N07°52'32"E, CONTINUING ALONG SAID EAST LINE, 358.68 FEET TO THE POINT OF BEGINNING, CONTAINING 17.03 ACRES, MORE OR LESS.

The classification of said property is hereby changed from R-1, Single-Family Residential Suburban District to R-3, Multi-Family Residential Suburban District and it shall hereafter be

lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in R-3, Multi-Family Residential Suburban 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 Unified Development Code of July 12, 2022, 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 Suburban District until all of the conditions set forth below have been complied with: 1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and, 3. 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 UNIFIED DEVELOPMENT CODE

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 12th day of July, 2022, and known as the "Unified Development Code". 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 7th day of May, 2024, 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 Unified Development Code was published in full on the 10th day of April, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **7701, 7705, 7709, 7621, and 7631 Old Government Street Road.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-1, Single-Family Residential Suburban District to R-3, Multi-Family Residential Suburban District.** Under the proposed amendment to the Unified Development Code, 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 Unified Development Code of July 12, 2022, 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 Unified Development Code of July 12, 2022, 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; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and, 3. Full compliance with all municipal codes and ordinances.**

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

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE.

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, TOWNE CENTRE, AS RECORDED IN MAP BOOK 79, PAGE 40 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, SAID POINT LOCATED ON THE SOUTH RIGHT-OF-WAY LINE OF OLD GOVERNMENT STREET; THENCE RUN N85°21'10"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 432.14 FEET TO A POINT; THENCE RUN S89°20'16"E, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, 318.28 FEET TO A POINT; THENCE RUN N89°02'53"E, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, 43.25 FEET TO A POINT; THENCE RUN S0°11'08"E, 883.94 FEET TO A POINT; THENCE RUN N89°44'16"W, 45.81 FEET TO A POINT; THENCE RUN N88°23'54"W, 164.29 FEET TO A POINT; THENCE RUN N89°21'04"W, 193.42 FEET TO A POINT, SAID POINT BEING THE NORTH EAST CORNER OF LOT 3, OF SAID TOWNE CENTRE SUBDIVISION; THENCE RUN N86°46'55"W, ALONG THE NORTH LINE OF SAID LOT 3, 504.99 FEET TO A POINT, SAID POINT LOCATED ON THE EAST LINE OF SAID LOT 1, OF SAID TOWNE CENTRE SUBDIVISION; THENCE RUN N02°21'02"E, ALONG THE EAST LINE OF SAID LOT 1, 396.47 FEET TO A POINT; THENCE RUN N35°47'42"E, CONTINUING ALONG SAID EAST LINE, 79.18 FEET TO A POINT; THENCE RUN N07°52'32"E, CONTINUING ALONG SAID EAST LINE, 358.68 FEET TO THE POINT OF BEGINNING, CONTAINING 17.03 ACRES, MORE OR LESS.

The classification of said property is hereby changed from **R-1, Single-Family Residential Suburban District to R-3, Multi-Family Residential Suburban District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in **R-3, Multi-Family Residential Suburban 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 Unified Development Code of July 12, 2022, 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 Suburban District** until all of the conditions set forth below have been complied with: **1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and, 3. 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

Tate Property Subdivision (Jay Broughton, Overstreet & Associates, PLLC, Agent)
7701, 7705, 7709, 7621, and 7631 Old Government Street Road
Council District 6
Josh Woods

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

March 27, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on June 1, 2023 considered the request of **Tate Property Subdivision (Jay Broughton, Overstreet & Associates, PLLC, Agent)** for a change in zoning from **R-1, Single-Family Residential Suburban District to R-3, Multi-Family Residential Suburban District** for the property located at **7701, 7705, 7709, 7621, and 7631 Old Government Street Road.**

After discussion it was decided to recommend approval of the rezoning request to the City Council.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

Screws, Tracy

From: Pappas, Margaret
Sent: Friday, November 3, 2023 8:03 AM
To: m.damoff@mchsi.com
Cc: Beaco, Shayla; Screws, Tracy
Subject: Old Government Street Road Rezoning

Mr. Damoff,
It was a pleasure meeting with you last night; thank you for attending the zoning study meeting.
In follow up, I have checked the above and the applicant has NOT submitted their legal advertising fee, thus application cannot be placed on the City Council agenda, until the fee is submitted.
Once the fee is submitted, one of our staff members, Tracy Screws (copied), will forward the fee and application file to the City Clerk's office for processing. When Tracy forwards the application, I have asked that she follow up with you via email to let you know. At that point, you will need to reach out to the City Clerk's office regarding the City Council public hearing date; as the process will then be completely in the hands of the City Council.
Have a great weekend.
Regards,

Margaret Pappas
Deputy Director, Planning and Zoning
Planning & Zoning
BUILDMOBILE
pappasm@cityofmobile.org
(251) 208-5895

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

June 2, 2023

Jay Broughton
Overstreet & Associates, PLLC
1026 Stanton Road
Suite B
Daphne, Alabama 36526

Re:

7701, 7705, 7709, 7621, and 7631 Old Government Street Road
ZON-UDC-002502-2023
Tate Property Subdivision
Amanda Crose, D.R. Horton
District 6
Subdivision of 27 lots, 24.4± acres

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

At its meeting on June 1, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission recommended approval of the rezoning to the City Council, due to the following justifications:

- **Consistency. The proposed amendment is consistent with the Comprehensive Plan.**
- **Compatibility. The proposed amendment is compatible with:**
  - **The current development trends in the vicinity of the subject property;**
  - **Surrounding land uses;**
  - **Would not adversely impact neighboring properties; or**
  - **Would not cause a loss in property values.**
- **Capacity. The infrastructure is in place to accommodate the proposed amendment.**
- **Benefits Consideration. In consideration of the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.**

The recommendation of approval is subject to the following conditions:

1. **Completion of the Subdivision process;**
2. **Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,**
3. **Full compliance with all municipal codes and ordinances.**

The advertising fee for this application based on the current legal description is $364.04. 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.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

York, Marie

From: Jay Broughton <jay@overstreeteng.com>
Sent: Wednesday, May 24, 2023 3:32 PM
To: York, Marie
Cc: Robert Cummings
Subject: RE: 7705 Old Government St Rd Rezoning

CAUTION: External Email

Marie,
The addresses and site plan presented at the meeting are the same as those discussed at the neighborhood meeting. We will get you the dated pictures of the sign as quickly as possible.

JAY BROUGHTON, PE
VP of Engineering/Alabama Area Manager
Overstreet & Associates, PLLC
251.444.7150 (Office)
251.610.8966 (Mobile)
Daphne | Biloxi | Pascagoula
Email disclaimer: www.overstreeteng.com/disclaimer. If you cannot access hyperlink, please email sender.

Mobile: (251) 610-8966
Office: (251) 444-7150

From: York, Marie <marie.cross@cityofmobile.org>
Sent: Wednesday, May 24, 2023 3:23 PM
To: Jay Broughton <jay@overstreeteng.com>
Subject: 7705 Old Government St Rd Rezoning

Jay –

In looking at the information submitted for this rezoning application, I need the following information:

- Dated pictures of the neighborhood meeting sign
- List of property owners notified of the neighborhood meeting
- Copy of the site plan discussed at the neighborhood meeting

If the addresses and site plan are the same as those submitted for the application, a statement stating such will be sufficient.

Please provide this information no later than Friday, May 26th, at 10:00 AM.

Marie York
Principal Planner
Planning & Zoning
Build Mobile
marie.york@cityofmobile.org
(251) 208-5895

CSS
Online Permitting CITY OF MOBILE




PUBLIC NOTICE
Proposed Re-Zoning
NEIGHBORHOOD MEETING
Hampton Inn
Baytown Conference Room
525 Providence Park East
Mobile, AL 36695
Tuesday May 2nd, 2023
4:00pm
Questions ? 251-445-7150


PUBLIC NOTICE
Proposed Re-Zoning
NEIGHBORHOOD MEETING
Hampton Inn
Baytown Conference Room
925 Providence Park East
Mobile, AL 36695
Tuesday May 2nd, 2023
4:00pm
Questions ? 251-444-7130


PUBLIC NOTICE

MOBILE CITY PLANNING COMMISSION
May 8, 2023
PUBLIC HEARING NOTICE

Re: **7701, 7705, 7709, 7621, and 7631 Old Government Street Road**
Tate Property Subdivision
ZON-002502-2023
Amanda Crose, D.R. Horton
District 6
Rezoning of 17.0± acres from Single-Family Residential District (R-1) to Multi-Family Residential District (R-3).

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, June 1, 2023, 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 of 17.0± acres from Single-Family Residential District (R-1) to Multi-Family Residential District (R-3), 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, May 31, 2023,** 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
May 8, 2023
PUBLIC HEARING NOTICE

Re: **7701, 7705, 7709, 7621, and 7631 Old Government Street Road**
Tate Property Subdivision
ZON-002502-2023
Amanda Crose, D.R. Horton
District 6
Rezoning of 17.0± acres from Single-Family Residential District (R-1) to Multi-Family Residential District (R-3).

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, June 1, 2023, 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 of 17.0± acres from Single-Family Residential District (R-1) to Multi-Family Residential District (R-3), 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, May 31, 2023,** 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-UDC-002502-2023

City of Mobile · Planning & Zoning

Planning Commission Application

For hard copy submissions, 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) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit $500
Conditional Use Permit for Above-Ground Oil Storage Tank* $1,500
Conditional Use Permit for Hazardous Substance Storage Tank* $1,500
Rezoning, Text Amendment, or Specific Area Plan $500
Planned Development $500
Planning Approval or Planned Unit Development $500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ **Conditional Use Permits** Checklist A

■ **Rezoning, Text Amendment, or Specific Area Plan Amendments** Checklist B

☐ **Planned Development** Checklist C

☐ **Previously approved Planning Approvals or Planned Unit Development** Checklist D

Have you provided the required information on the corresponding checklist? ■ Yes ☐ No

---

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	AMANDA CROSE	JAY BROUGHTON
Firm:	DR HORTON	OVERSTREET & ASSOCIATES, PLLC
Phone:	228-215-1943	251-444-7150
Email:	adcrose@drhorton.com	jay@broughton.com
Address:	1641 Popps Ferry Rd Ste B Biloxi, MS	1026 Stanton Rd Ste B Daphne, AL

	Owner	Design Professional
Name:	Amanda Crose	JAY BROUGHTON
Firm:	DR Horton	OVERSTREET & ASSOCIATES, PLLC
Phone:	228.215.1943	251.444.7150
Email:	adcrose@drhorton.com	jay@overstreeteng.com
Address:	1641 Popps Ferry Rd Ste B Biloxi, MS	1026 Stanton Rd Ste B Daphne, AL

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

7705 Old Government Street Road — Property Address

17.03 acres — Property Area (acres or square feet)

R022809302000001.004 — Parcel Number(s) or Key Number(s)

R-1 — Present Zoning or Transect District

R-3 — Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

4. 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).

5. 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.

Owner Signature — Date

Jay Broughton — Applicant or Agent Signature (if applicable)

4/17/2023 — 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 Planning Commission/City Council 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.

Jay Broughton — Applicant or Agent Signature

4/17/2023 — Date

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

The following information is required for Rezoning Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ■ Planning Commission Application
- ■ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ☐ Neighborhood Meeting documentation
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ■ Boundary Plan

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

Schillinger Rd has since about 2001 been rapidly developing as a commercial corridor and indeed the Comprehensive Plan identifies Schillinger Rd as a corridor. A medium density residential usage here would not be out of character for this area given the intense business uses and zones in the area and the existing multi-family residential development to the east.

Low Density Residential — Future Land Use Map (FLUM) Designation

R-3 — Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ■ No
   If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.

While this development is not proposed to be affordable housing, there is and continues to be a housing shortage both nationally and locally. This project seeks to do its part to provide more available housing units for purchase in an effort to do its part to help alleviate said shortage. The former abandoned house on this house is crime house and has been home to transients in the past. Removing this abandoned structure would improve the safety of the area by eliminating a place of crime and drugs.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

The Schillinger Road continues to explode as far as commercialization and this amendment would only be in keeping with the nature of the area. The FLU map even states that these parcels are to be developed as possibly joined residential buildings. It is highly unlikely that the nature of the Schillinger Road corridor will reverse itself and go back to being low density residential so for this property to become R-3 would only make sense for this area.

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.

The Schillinger Road corridor has been for the past generation exploding as a heavy commercial corridor and trending away from quiet, sleepy low density single family homes. There is even already a high density residential complex to the east. The high impact heavy commercial development to the west did not exist until the turn of the 21st century. The development would merely be reflecting the 20 year trend of the Schillinger Road corridor.

2. Describe the surrounding land uses.

The land use to the west is a B-3 high impact commercial use (Home Depot), the area to the east is a combination of multi-family residential and single-family residential, the parcels to the north are a combination of B-3 commercial uses and single-family residential uses, and the parcels to the south consist of B-3 commercial use and municipal recreation facilities.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

The typical complaints of this type of development are traffic, noise pollution and light pollution. Light pollution will be mitigated by the use of bollard (and possibly amber) downcast lighting. Noise will be mitigated by retaining the existing opaque vegetative buffer combined with a privacy fence around the exterior of the property. Traffic is being considered via a traffic study and any needed turn lanes or deceleration lanes will become part of the project.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

Water, sewer, natural gas and power are all readily available to the site. The servicing right-of-way is certainly wide enough to accommodate any needed turn lanes should they be warranted.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

This project seeks to do its part to provide more available housing units for purchase in an effort to do its part to help alleviate the local housing shortage by creating for-sale housing units in an area that has seen extreme growth. Additionally, this project will take an abandoned parcel currently used for crime purposes and turn it into a tax revenue generating business for the City.

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

N/A

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

This section applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Please verify the following documentation is provided:

☐ Dated Photograph(s) of the posted sign(s)
☐ The verified address list of surrounding property owners who were notified
☐ A sign-in sheet documenting meeting attendance
☐ Written summary or minutes of the meeting
☐ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?

_____
_____

2. What information was presented at the meeting?

_____
_____
_____
_____

3. What concerns were raised during the meeting?

_____
_____
_____
_____

4. Were any modifications made or considered in response to the concerns raised at the meeting?

_____
_____
_____
_____

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

The following information is required for Rezoning Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ■ Planning Commission Application
- ☐ Neighborhood Meeting documentation
- ■ Boundary Plan
- ■ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer

---

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

Schillinger Rd has since about 2001 been rapidly developing as a commercial corridor and indeed the Comprehensive Plan identifies Schillinger Rd as a corridor. A medium density residential usage here would not be out of character for this area given the intense business uses and zones in the area and the existing multi-family residential development to the east.

Low Density Residential — Future Land Use Map (FLUM) Designation

R-3 — Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ■ No
If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.

While this development is not proposed to be affordable housing, there is and continues to be a housing shortage both nationally and locally. This project seeks to do its part to provide more available housing units for purchase in an effort to do its part to help alleviate said shortage. The former abandoned house on this house is crime house and has been home to transients in the past. Removing this abandoned structure would improve the safety of the area by eliminating a place of crime and drugs.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

The Schillinger Road continues to explode as far as commercialization and this amendment would only be in keeping with the nature of the area. The FLU map even states that these parcels are to be developed as possibly joined residential buildings. It is highly unlikely that the nature of the Schillinger Road corridor will reverse itself and go back to being low density residential so for this property to become R-3 would only make sense for this area.

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.

The Schillinger Road corridor has been for the past generation exploding as a heavy commercial corridor and trending away from quiet, sleepy low density single family homes. There is even already a high density residential complex to the east. The high impact heavy commercial development to the west did not exist until the turn of the 21st century. The development would merely be reflecting the 20 year trend of the Schillinger Road corridor.

2. Describe the surrounding land uses.

The land use to the west is a B-3 high impact commercial use (Home Depot), the area to the east is a combination of multi-family residential and single-family residential, the parcels to the north are a combination of B-3 commercial uses and single-family residential uses, and the parcels to the south consist of B-3 commercial use and municipal recreation facilities.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

The typical complaints of this type of development are traffic, noise pollution and light pollution. Light pollution will be mitigated by the use of bollard (and possibly amber) downcast lighting. Noise will be mitigated by retaining the existing opaque vegetative buffer combined with a privacy fence around the exterior of the property. Traffic is being considered via a traffic study and any needed turn lanes or deceleration lanes will become part of the project.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

Water, sewer, natural gas and power are all readily available to the site. The servicing right-of-way is certainly wide enough to accommodate any needed turn lanes should they be warranted.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

This project seeks to do its part to provide more available housing units for purchase in an effort to do its part to help alleviate the local housing shortage by creating for-sale housing units in an area that has seen extreme growth. Additionally, this project will take an abandoned parcel currently used for crime purposes and turn it into a tax revenue generating business for the City.

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

N/A

City of Mobile • Planning & Zoning

Plan Submission Contact Information

Name of Project DR Horton Townhomes

Address 7705 Old Government Street Road

Owner DR Horton

Address 1641 Popps Ferry Road Suite B Biloxi, MS Zip Code 39532

Phone 228-215-1943 Fax _____ Email adcrose@drhorton.com

Authorized Agent Overstreet & Associates, PLLC

Address 1026 Stanton Road Suite B Daphne, AL Zip Code 36526

Phone 251.444.7150 Fax _____ Email jay@overstreeteng.com

Contractor TBD

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer Overstreet & Associates, PLLC

Address 1026 Stanton Road Suite B Daphne, AL Zip Code _____

Phone 251.444.7150 Fax _____ Email jay@overstreeteng.com

Architect TBD

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

Robert A Cummings

Signature

Robert A. Cummings

Print

4/12/2023

Date

SR PROJECT ENGINEER FOR OVERSTREET

Affiliation to project/Organization

I, James Tate, William Tate, & James Tate, Jr., give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 7705 Old Government Street Road.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice 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.

Overstreet & Associates, PLLC Designee (1)	Designee (2)
jav@overstreetenq.com Email	jav@overstreetenq.com Email
251-444-7159 Phone Number	251-444-7159 Phone Number
James J. Tate Signature of Property Owner	4/17-23 Date

emailed to: Spencer @ seamold@bellsouth.com

STATE OF ALABAMA

COUNTY OF MOBILE

SPECIFIC POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, **JAMES L. TATE, JR.**, also known as **JAMES LEGRANDE TATE, JR.**, do hereby make, constitute and appoint my father, **JAMES L. TATE**, as my true and lawful attorney-in-fact for the following limited purposes:

To act in my name and stead and on my behalf in the sale and conveyance of approximately 24.4 acres of real property within the State of Alabama, County of Mobile pursuant to that certain Land Purchase Contract with D.R. Horton, Inc. having an effective date of November 16, 2022, said real property being described as follows:

> That particular parcel of land located in Sections 19 and 30, Township 4 South, Range 2 West, Mobile County, Alabama, being more particularly described as follows:
>
> Beginning at the Northeast corner of Lot 1, Towne Centre, as recorded in Map Book 79, Page 40 in the office of the Judge of Probate, Mobile County, Alabama, said point located on the South right-of-way line of Old Government Street; thence run N85°21'10"E, along said South right-of-way line, 432.14 feet to a point; thence run S89°20'16"E, continuing along said right-of-way line, 318.28 feet to a point; thence run N89°02'53"E, continuing along said right-of way line, 199.43 feet to a point; thence run N85°26'01"E continuing along said right-of way line 85.13 feet to a point; thence run N82°02'20"E, continuing along said right-of-way line 120.03 feet to a point; thence run S0°14'36"E, 911.58 feet to a point; thence run N89°44'16"W, 405.82 feet to a point; thence run N88°23'54"W, 164.29 feet to a point; thence run N89°21'04"W, 193.42 feet to a point, said point being the North East corner of Lot 3 of said Towne Centre Subdivision; thence run N86°46'55"W along the North line of said Lot 3, 504.99 feet to a point, said point located on the East line of said Lot 1 of said Towne Centre Subdivision; thence run N02°21'02"E, along the East line of said Lot 1, 396.47 feet to a point; thence run N35°47'42"E, continuing along said East line, 79.18 feet to a point; thence run N07°52'32"E, continuing along said East line 358.68 feet to the Point of Beginning, containing 24.4 acres , more or less.

In connection with said Land Purchase Contract, in the sole discretion of my said attorney-in-fact, to execute and deliver any and all documents in connection therewith, including without limitation, escrow agreements, memorandum agreements, and amendments thereto, and to take any and all action necessary to consummate the closing thereof, including without limitation settlement statements, a warranty deed and such other instruments in writing of whatever kind and nature as may be necessary or proper in relation to the

sale and conveyance of the said real property, and generally to do any and all things necessary in my behalf which I might be required to do to complete said sale and conveyance.

This power of attorney shall remain valid and in full force and effect from the date hereof until terminated in writing by me, and shall not be otherwise terminated or affected by my incapacity, incompetency or disability.

I do hereby expressly covenant and agree to ratify and confirm whatever my said attorney-in-fact shall do by virtue of the powers hereby granted.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 20th day of DECEMBER, 2022.

JAMES L. TATE, JR.

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned notary public in and for said state and county, hereby certify that **JAMES L. TATE, JR.**, whose name 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 instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the 20th day of December, 2022.

Notary Public, State At Large
My Commission expires: Oct 26, 2025

LYTONYA L. SULLIVAN NOTARY PUBLIC ALABAMA STATE AT LARGE My Comm. Expires Oct. 26, 2025

This instrument prepared by:
Beth McFadden Rouse
McFadden, Rouse & Bender, LLC
718 Downtowner Boulevard
Mobile, Alabama 36609
251-342-9172

STATE OF ALABAMA
COUNTY OF MOBILE

SPECIFIC POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, **WILLIAM P. TATE**, also known as **WILLIAM PAFFORD TATE** do hereby make, constitute and appoint my brother, **JAMES L. TATE**, as my true and lawful attorney-in-fact for the following limited purposes:

To act in my name and stead and on my behalf in the sale and conveyance of approximately 24.4 acres of real property within the State of Alabama, County of Mobile pursuant to that certain Land Purchase Contract with D.R. Horton, Inc. having an effective date of November 16, 2022, said real property being described as follows:

> That particular parcel of land located in Sections 19 and 30, Township 4 South, Range 2 West, Mobile County, Alabama, being more particularly described as follows:
>
> Beginning at the Northeast corner of Lot 1, Towne Centre, as recorded in Map Book 79, Page 40 in the office of the Judge of Probate, Mobile County, Alabama, said point located on the South right-of-way line of Old Government Street; thence run N85°21'10"E, along said South right-of-way line, 432.14 feet to a point; thence run S89°20'16"E, continuing along said right-of-way line, 318.28 feet to a point; thence run N89°02'53"E, continuing along said right-of way line, 199.43 feet to a point; thence run N85°26'01"E continuing along said right-of way line 85.13 feet to a point; thence run N82°02'20"E, continuing along said right-of-way line 120.03 feet to a point; thence run S0°14'36"E, 911.58 feet to a point; thence run N89°44'16"W, 405.82 feet to a point; thence run N88°23'54"W, 164.29 feet to a point; thence run N89°21'04"W, 193.42 feet to a point, said point being the North East corner of Lot 3 of said Towne Centre Subdivision; thence run N86°46'55"W along the North line of said Lot 3, 504.99 feet to a point, said point located on the East line of said Lot 1 of said Towne Centre Subdivision; thence run N02°21'02"E, along the East line of said Lot 1, 396.47 feet to a point; thence run N35°47'42"E, continuing along said East line, 79.18 feet to a point; thence run N07°52'32"E, continuing along said East line 358.68 feet to the Point of Beginning, containing 24.4 acres , more or less.

In connection with said Land Purchase Contract, in the sole discretion of my said attorney-in-fact, to execute and deliver any and all documents in connection therewith, including without limitation, escrow agreements, memorandum agreements, and amendments thereto, and to take any and all action necessary to consummate the closing thereof, including without limitation settlement statements, a warranty deed and such other instruments in writing of whatever kind and nature as may be necessary or proper in relation to the

sale and conveyance of the said real property, and generally to do any and all things necessary in my behalf which I might be required to do to complete said sale and conveyance.

This power of attorney shall remain valid and in full force and effect from the date hereof until terminated in writing by me, and shall not be otherwise terminated or affected by my incapacity, incompetency or disability.

I do hereby expressly covenant and agree to ratify and confirm whatever my said attorney-in-fact shall do by virtue of the powers hereby granted.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 6th day of December, 2022.

ALEX BRADLEY NOTARY PUBLIC ALABAMA STATE AT LARGE My Comm. Expires Aug. 24, 2026

William P. Tate

WILLIAM P. TATE

STATE OF ALABAMA

COUNTY OF Baldwin

I, the undersigned notary public in and for said state and county, hereby certify that **WILLIAM P. TATE,** whose name 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 instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the 6th day of December, 2022.

Notary Public, State At Large
My Commission expires: 8/24/2026

This instrument prepared by:
Beth McFadden Rouse
McFadden, Rouse & Bender, LLC
718 Downtowner Boulevard
Mobile, Alabama 36609
251-342-9172

ALEX BRADLEY NOTARY PUBLIC ALABAMA STATE AT LARGE My Comm. Expires Aug. 24, 2026

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, TOWNE CENTRE, AS RECORDED IN MAP BOOK 79, PAGE 40 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA, SAID POINT LOCATED ON THE SOUTH RIGHT-OF-WAY LINE OF OLD GOVERNMENT STREET; THENCE RUN N85°21'10"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 432.14 FEET TO A POINT; THENCE RUN S89°20'16"E, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, 318.28 FEET TO A POINT; THENCE RUN N89°02'53"E, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, 43.25 FEET TO A POINT; THENCE RUN S0°11'08"E, 883.94 FEET TO A POINT; THENCE RUN N89°44'16"W, 45.81 FEET TO A POINT; THENCE RUN N88°23'54"W, 164.29 FEET TO A POINT; THENCE RUN N89°21'04"W, 193.42 FEET TO A POINT, SAID POINT BEING THE NORTH EAST CORNER OF LOT 3, OF SAID TOWNE CENTRE SUBDIVISION; THENCE RUN N86°46'55"W, ALONG THE NORTH LINE OF SAID LOT 3, 504.99 FEET TO A POINT, SAID POINT LOCATED ON THE EAST LINE OF SAID LOT 1, OF SAID TOWNE CENTRE SUBDIVISION; THENCE RUN N02°21'02"E, ALONG THE EAST LINE OF SAID LOT 1, 396.47 FEET TO A POINT; THENCE RUN N35°47'42"E, CONTINUING ALONG SAID EAST LINE, 79.18 FEET TO A POINT; THENCE RUN N07°52'32"E, CONTINUING ALONG SAID EAST LINE, 358.68 FEET TO THE POINT OF BEGINNING, CONTAINING 17.03 ACRES, MORE OR LESS.

NEIGHBORHOOD MEETING MINUTES

PROJECT: Tate Property Townhomes/Subdivision

OWNER: Tate Family

ENGINEER: Overstreet & Associates, PLLC

DATE: May 2, 2023 4:00 p.m.

LOCATION: Hampton Inn Conference Room

1) **Attendees: Everyone was asked to sign the attendance list-** *Attached*
2) *Project Representatives*
   a) Owner: Tate Family

      Kathy Tate – Owner's Wife
      Spencer Arnold – DR Horton Rep Ph: 251-599-9185

   b) **Engineer: Overstreet & Associates**
      Jay Broughton Ph: 251-610-8966
      Email: jay@overstreeteng.com

      Robert Cummings Ph: 251-444-7150
      Email: Robert.c@overstreeteng.com

3) Eleven citizens showed up to speak. Some expressed support for the project and some expressed concerns about the project. The comments made by the citizens are summarized below:

   A) One said they wanted it to be clear cut. Others said they wanted to keep a vegetative buffer.
   B) Concerns were expressed about items that did not have to do with this parcel such as an exposed MAWSS sewer line near Milkhouse Creek, that Old Government Street Road needs to be repaved, cut-through traffic in adjoining neighborhoods, and flooding on Milkhouse Creek.
   C) Several noted that the abandoned house on-site is used by criminals and homeless people.
   D) A gentlemen wanted it explained to him a few times how release rates from detention ponds are calculated and where the stormwater would be directed to.
   E) Many wanted to know the size townhomes and what the price points would be.
   F) A couple asked if it would be subsidized housing.
   G) One stated that large school buses would "start" coming down Old Government Street Road (they already do).
   H) One asked if MAWSS had capacity in their sewer.

l) One stated that new residents to the area would use "their" lake.

DR Horton Representative

DR HORTON TOWNHOMES
7705 OLD GOVERNMENT STREET ROAD

NEIGHBORHOOD MEETING

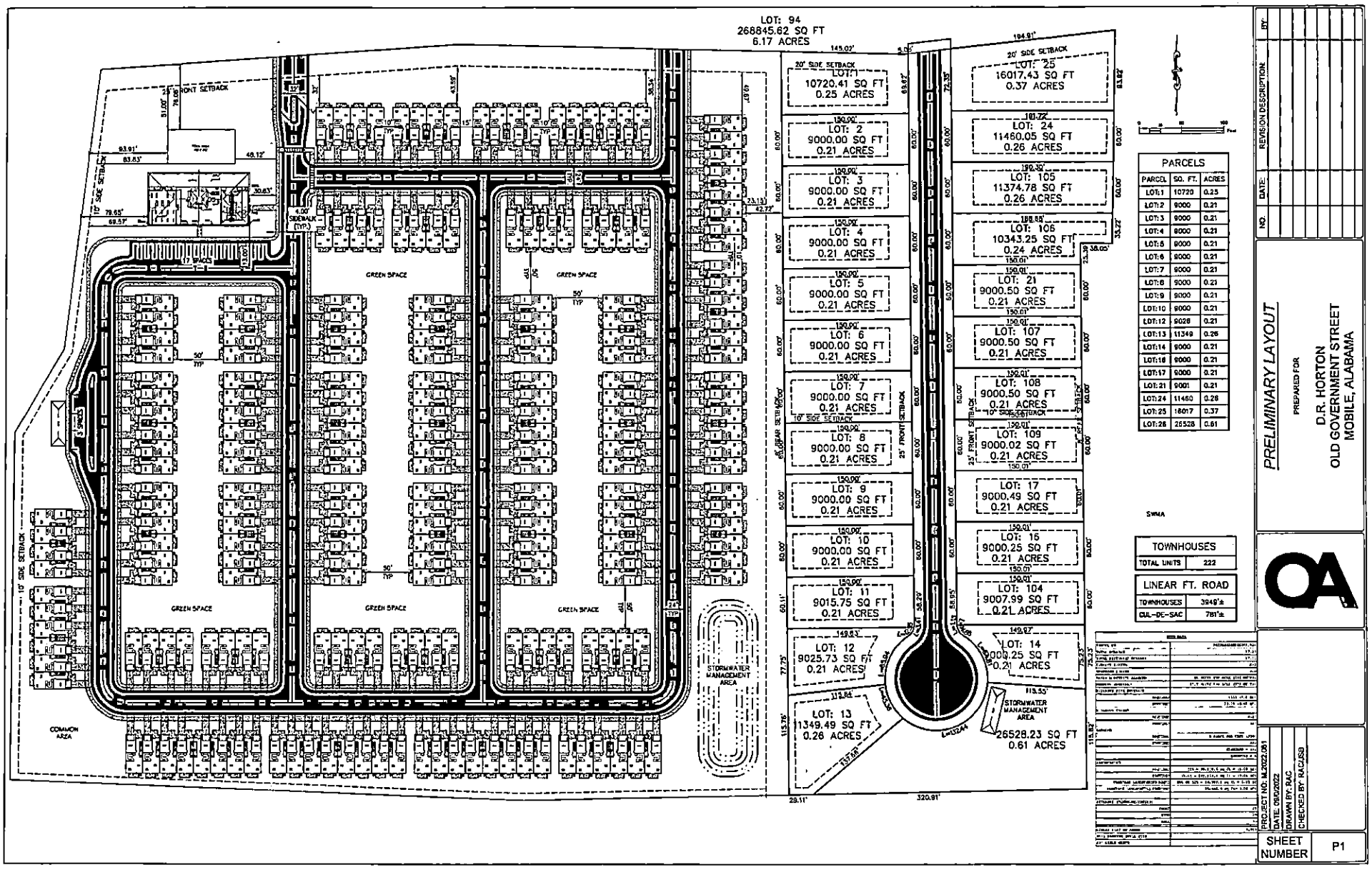
LIST OF ATTENDEES

TUESDAY, May 2, 2023 AT 4:00 p.m.

The following persons were in attendance

Name/Address	Phone Number Email
1. ROBERT CUMMINGS 1026 STANTON RD DAPHNE, AL	251-382-8824 robert.c@overstreeteng.com
2. JAY BROUGHTON 1026 STANTON RD. STE 15 DAPHNE	251 444-7150 JAY@OVERSTREETENG.COM
3. Cheryl Raley 732 Willow Bridge Dr. W. 36695	251-510-8982 Cherylraleyhoa@gmail
4. CINDY BAXTER 1655 SPRING LAKE CT	~~251.423.5777~~ BROD0722@gmail.com
Kari Carter 5. 751 Pine Run Rd. Mobile 36695	251-243-1807 AKariBear82@gmail.com
6. Robin Chestnutt 657 Willow Pointe Dr.	(251)422-4878 robinchestnutt2020@gmail.com
7. Philip W. Corley 7560 old Government St Rd 8. 251-376-0532 ELKGuide@Gmail.com	

	E-MAIL
9. Kathy Scott Tate 15011 Maytower Rd.	Kathytate55@att.net
10. Neil Freels 656 Kaitlyn Pointe Dr.	frielewh@comcast.net
11. Samantha Burns 7101 Lakeview Dr. E	
12. Mike Damoff 7101 Lake View Dr E	
13. Sidney Wallace 7426 Willow Bridge Dr N	
14.	
15.	
16.	
17.	
18.	
19.	
20.	
21.	


LOT: 94
268845.62 SQ FT
6.17 ACRES
GREEN SPACE
GREEN SPACE
GREEN SPACE
GREEN SPACE
GREEN SPACE
STORMWATER MANAGEMENT AREA
COMMON AREA
LOT: 1
10720.41 SQ FT
0.25 ACRES
LOT: 2
9000.00 SQ FT
0.21 ACRES
LOT: 3
9000.00 SQ FT
0.21 ACRES
LOT: 4
9000.00 SQ FT
0.21 ACRES
LOT: 5
9000.00 SQ FT
0.21 ACRES
LOT: 6
9000.00 SQ FT
0.21 ACRES
LOT: 7
9000.00 SQ FT
0.21 ACRES
LOT: 8
9000.00 SQ FT
0.21 ACRES
LOT: 9
9000.00 SQ FT
0.21 ACRES
LOT: 10
9000.00 SQ FT
0.21 ACRES
LOT: 11
9015.75 SQ FT
0.21 ACRES
LOT: 12
9025.73 SQ FT
0.21 ACRES
LOT: 13
11349.49 SQ FT
0.26 ACRES
LOT: 25
16017.43 SQ FT
0.37 ACRES
LOT: 24
11460.05 SQ FT
0.26 ACRES
LOT: 105
11374.78 SQ FT
0.26 ACRES
LOT: 106
10343.25 SQ FT
0.24 ACRES
LOT: 21
9000.50 SQ FT
0.21 ACRES
LOT: 107
9000.50 SQ FT
0.21 ACRES
LOT: 108
9000.50 SQ FT
0.21 ACRES
LOT: 109
9000.02 SQ FT
0.21 ACRES
LOT: 17
9000.49 SQ FT
0.21 ACRES
LOT: 15
9000.25 SQ FT
0.21 ACRES
LOT: 104
9007.99 SQ FT
0.21 ACRES
LOT: 14
9000.25 SQ FT
0.21 ACRES
STORMWATER MANAGEMENT AREA
26528.23 SQ FT
0.61 ACRES
PARCELS
PARCEL | SQ. FT. | ACRES
LOT:1 | 10720 | 0.25
LOT:2 | 9000 | 0.21
LOT:3 | 9000 | 0.21
LOT:4 | 9000 | 0.21
LOT:5 | 9000 | 0.21
LOT:6 | 9000 | 0.21
LOT:7 | 9000 | 0.21
LOT:8 | 9000 | 0.21
LOT:9 | 9000 | 0.21
LOT:10 | 9000 | 0.21
LOT:12 | 9026 | 0.21
LOT:13 | 11349 | 0.26
LOT:14 | 9000 | 0.21
LOT:16 | 9000 | 0.21
LOT:17 | 9000 | 0.21
LOT:21 | 9001 | 0.21
LOT:24 | 11460 | 0.26
LOT:25 | 16017 | 0.37
LOT:26 | 26528 | 0.61
TOWNHOUSES
TOTAL UNITS | 222
LINEAR FT. ROAD
TOWNHOUSES | 3949'±
CUL-DE-SAC | 781'±
PRELIMINARY LAYOUT
PREPARED FOR
D.R. HORTON
OLD GOVERNMENT STREET
MOBILE, ALABAMA
NO. | DATE: | REVISION DESCRIPTION: | BY:
PROJECT NO: ML2022.081
DATE: 09/02/2022
DRAWN BY: RAC
CHECKED BY: RAC/JSB
SHEET NUMBER
P1

City of Mobile
Real Estate Dept.
P.O. Box 1827
Mobile, AL 36633

Alabama Mental Health Board
c/o Alabama Dept of Mental Health
100 North Union Street
Montgomery, AL 36130

30 West Pershing LLC
c/o AMC Theatres
11550 Ash Street Suite 200
Leawood, KS 66211

Kohl's Department Stores
P.O. Box 2148
Milwaukee, WS 53201

Home Depot USA Inc
Property Tax Dept.
P.O. Box 105842
Atlanta, GA 30348

Schillinger Town Center LLC
c/o Burton Property Group LLC
41 West I-65 Service Road Suite 310
Mobile, AL 36608

Brickwalk Associates WOS LLC
c/o Kleban Properties LLC
P.O. Box 8050
Bentonville, AR 72716

Dowin & Donna Williams
2966 Harmon Williams Road
Mobile, AL 36608

Frankie Williams
7630 Old Government Street Road
Mobile, AL 36695

Philip W. Corley
7560 Old Government street Road
Mobile, AL 36695

Jose Salgado
7540 Old Government Street Road
Mobile, AL 36695

Pleasanton Hills Mobile Home Park, LLC
11820 Fountain Way Suite 202
Newport News, VA 23606

Jerry & Marie McMullen
7470 Old Government Street Road
Mobile, AL 36695

William P. Tate
P.O. Box 202
Stockton, AL 36579

James L. Tate
1033 52nd Place South
Birmingham, AL 35222

Jay Broughton
1026 Stanton Road Suite B
Daphne, AL 36526

Agenda Item # 1

SUB-002495-2023 & ZON-UDC-002502-2023

View additional details on this proposal and all application materials using the following link:

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
7701, 7705, 7709, 7621, and 7631 Old Government Street Road

Subdivision Name (as applicable):
Tate Property Subdivision

Applicant / Agent (as applicable):
Amanda Crose, D.R. Horton / Jay Broughton, Overstreet & Associates, RLLC

Property Owner:
James LeGrande Tate, James LeGrande Tate Jr, and William P Tate

Current Zoning:
R-1, Single-Family Residential Suburban

Proposed Zoning (as applicable):
R-1, Single-Family Residential Suburban and R-3, Multi-Family Residential Suburban

Future Land Use:
Low Density Residential

Applicable Codes, Policies, and Plans:
- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Schedule for Development (as applicable):
Not Applicable

Proposal:
- Subdivision approval to create 27 legal lots of record;
- Rezoning from R-1 to R-3
- **Note:**
  Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:
1. Subdivision proposal with nine (9) conditions; and
2. Rezoning with three (3) conditions.

Report Contents: **Page**

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Site History 3
Staff Comments 3
Commission Considerations 6
Exhibits 8

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 1 DATE June 1, 2023

APPLICANT Tate Property Subdivision

REQUEST Subdivision, Rezoning from R-1 to R-3

N

NTS

SITE HISTORY

The site has not had any applications before the Planning Commission or Board of Adjustment. The site was annexed into the City of Mobile in 2007.

STAFF COMMENTS

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. Correct the name of Old Government St. to Old Government Street Rd. on the drawing (plan view), the Surveyor's Certificate, the Title Block, and the Property Description.
C. Provide a proposed Street Name.
D. Provide and label the monument set or found at each subdivision corner.
E. Provide additional information for the various callouts of "xx' OFF" or "xx' ON".
F. Provide the proposed curve data.
G. Provide the recording data for the Vacation of the existing Drainage/Utility easement.
H. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 17 - #78) LOTS 1 - 27 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: LOTS 1-26 – NONE and lot 27 – 17,000 sf.
I. 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.
J. 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.
K. 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.
L. 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.
M. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
N. The proposed road shall be constructed in accordance with current Engineering Department policy letters and design criteria. This would allow the potential for future acceptance of the roadway (and dedicated ROW) by the City.
O. Provide the as-built certification form, test reports, etc. and as-built plans for the proposed infrastructure prior to providing a copy of the FINAL PLAT to the Engineering Dept. for FINAL PLAT review.
P. The street must be submitted for acceptance by the Mobile City Council prior to submitting the Final Plat for City Engineer signature.
Q. 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 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. Each Lot Owner (LOTS 1 – 26) shall be required to submit a Single-Family Residential Affidavit application with the initial construction of a single-family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area.
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, shall 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 (2021 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.

Planning Comments:

Subdivision

The applicant is proposing a 27-lot subdivision. Lots 1-26 would be served by a new public right-of-way to be constructed, and are to be developed with single-family residential dwellings. Lots 1-26 exceed the minimum lot size for a newly platted property in an R-1, Single-Family Residential Suburban District, and Lot 27 exceeds the minimum lot size for a newly platted property in an R-3, Multi-Family Residential Suburban District. If approved, the lot sizes should be retained in square feet and acres on the Final Plat.

The site has frontage on Old Government Street Road, a minor street without curb and gutter, and has an existing compliant right-of-way of 60-feet, making no dedication necessary. The unnamed, proposed right-of-way is depicted to have a compliant 60-foot right-of-way, with a sufficient cul-de-sac.

There is a 30-foot drainage and utility easement depicted through proposed Lot 27, that is labeled as "to be vacated." If the Subdivision application is approved, either the vacation of the easement will need to be completed prior to the signing of the Final Plat, or the easement will need to be retained on the Final Plat, with a note stating that no structures are allowed to encroach in any easement without permission of the easement holder.

The preliminary plat shows the required 25-foot minimum building setback along all frontages, and should be retained on the Final Plat, if approved. It should be noted that side and rear setbacks are depicted for the proposed Lots 1-26, and exceed those required by the Unified Development Code (UDC), with the exception of Lots 1 and 25 depicted as having a 20-foot setback along Old Government Street Road.

The proposed Lot 14 is proposed to be the location of the central mail pickup for the proposed single-family development. As such, it should be relabeled as "Common Area". If approved, a note should be placed on the Final Plat stating the maintenance of Common Areas is the responsibility of the property owners, and not the City of Mobile.

Rezoning

The applicant is proposing to maintain the existing R-1 zoning for Lots 1-26, with the proposed Lot 27 to be rezoned to R-3, in order to accommodate a planned 222-unit townhome development. It should be noted that based on the size of Lot 27 (17.03± Acres), and the maximum density allowable (25 dwelling units/acre), Lot 27 could have up to approximately 425 dwelling units.

The site abuts the City Limit line to the East and South, with the abutting properties being used residentially and as a park. To the West and South, is zoned B-3, and used commercially. To the North, across Old Government Street Road, is R-1, properties that are largely used residentially as well as non-conforming commercial uses.

It should be noted that the lot numbering on the plat submitted does not correspond with the rezoning application. While the rezoning application is not site plan specific, this discrepancy should be corrected; including the revision of Lot 14 to be a "Common Area".

The townhome development is depicted as having a clubhouse with pool, and a mailbox kiosk. There are no dumpsters or trash compactors shown on the site. If dumpsters or trash compactors are to be utilized, they must be placed outside of any setbacks or easements, and have a compliant enclosure.

Each townhome is shown as having a one-car garage, with a driveway, as well as 17 parking spaces by the clubhouse, and three (3) parking spaces by the mail kiosk. It should be noted that the driveways provide approximately 8-feet wide by 16-feet deep driveways for vehicles to park. Parking for the development is

required at a ratio of 1.5 parking spaces per dwelling unit, and cannot be stacked, but rather side-by-side. Furthermore, no accessible parking spaces are depicted. If approved, accessible parking spaces should be provided, as required by the International Building Code and Americans with Disabilities Act.

No sidewalks are shown along the Old Government Street Road or the new single-family residential street. Sidewalks will be required unless a waiver is approved.

The site plan depicts a pool in the front yard, along Old Government Street Road. Pools are allowed in side and rear yards, but not front yards. As such, if approved, the pool should be relocated.

As previously stated, the rezoning application is not site plan specific; however, if the property (proposed Lot 27) is rezoned, full compliance with the Unified Development Code (UDC) is required. To comply with the Unified Development Code the developer should be mindful of all UDC requirements, but below is a short list of particular items in Articles 2 and 3 that must be addressed at the time of permitting.

- Provision of 700 square feet of common open area (64-2-7), with an approved instrument recorded in Probate Court regarding these areas and the long-term maintenance thereof (64-3-11).
- Compliance with the Building Design and Height standards (64-3-6).
- Compliance with the Parking and Loading, as well as Pedestrian Circulation and Sidewalks requirements (64-3-12 and 64-3-3).
- Provision of compliant Landscaping and Tree Plantings (64-3-7).

Again, it must be noted that full compliance with the UDC will be required, the above is simply a short list of specific items that the applicant must take into consideration when preparing plans for compliance with the entire UDC prior to submission for permits.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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.

Considerations:

If the Planning Commission considers approving the Subdivision request, the following conditions could apply:

1. Retention of all right-of-way widths as depicted on the preliminary plat;
2. Retention of the lot sizes in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
3. Relabel "Lot 14" to be "Common Area";
4. Placement of a note stating that maintenance of the Common Area is the responsibility of the property owners and not the City of Mobile;
5. Either completion of the vacation of the easement on Lot 27, or retention of the easement with placement of a note stating that no structures are allowed to be erected in any easement without the easement holder's permission;
6. Compliance with all Engineering comments noted in this staff report;
7. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
8. Compliance with all Urban Forestry comments noted in this staff report; and,
9. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

- Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- Compatibility. Whether the proposed amendment is compatible with:
    - The current development trends, if any, in the vicinity of the subject property;
    - Surrounding land uses;
    - Would adversely impact neighboring properties; or
    - Cause a loss in property values.
- Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
- Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
- Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
- Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

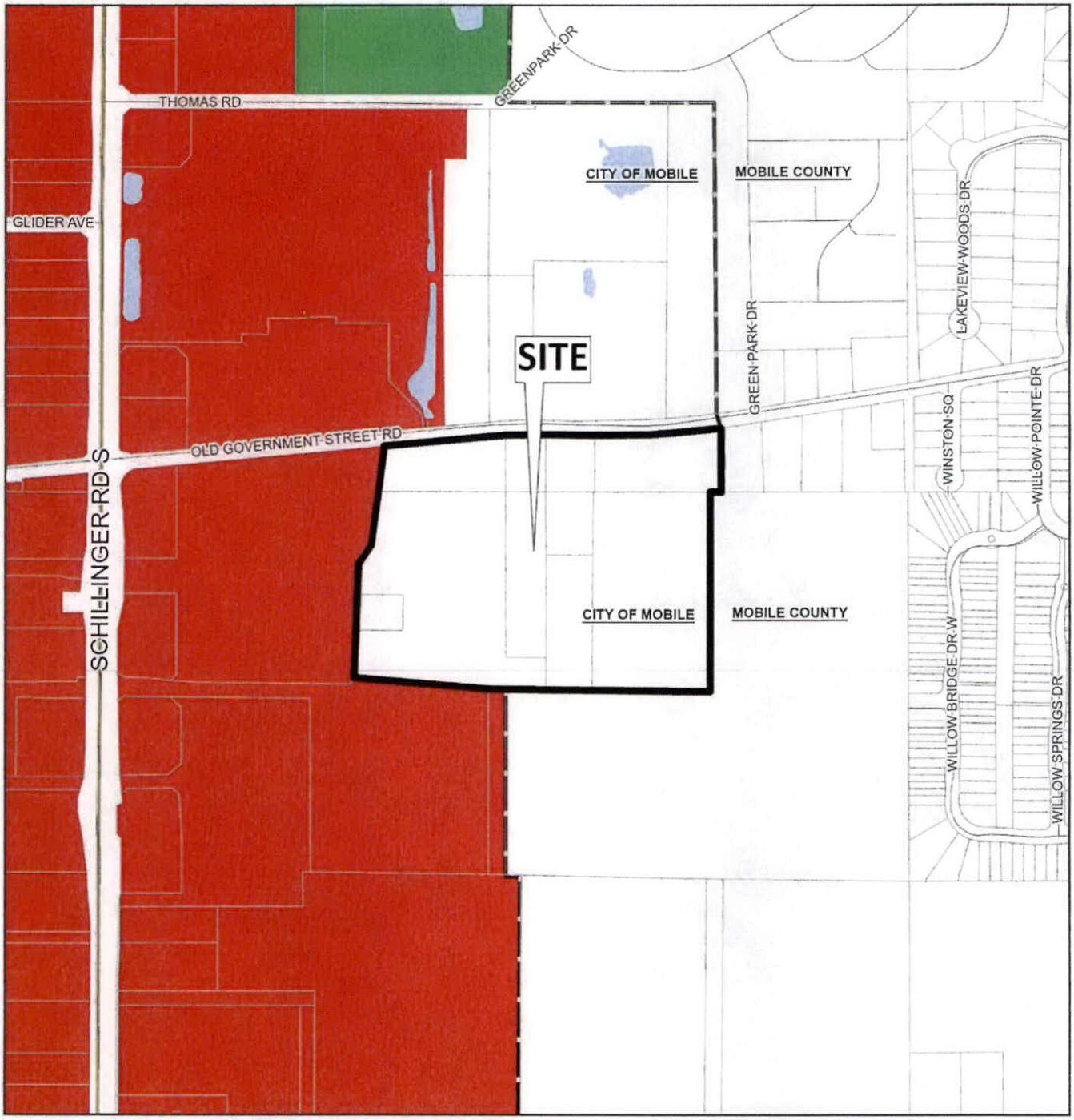
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following conditions could apply:

1. Completion of the Subdivision process;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
3. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 1 DATE June 1, 2023

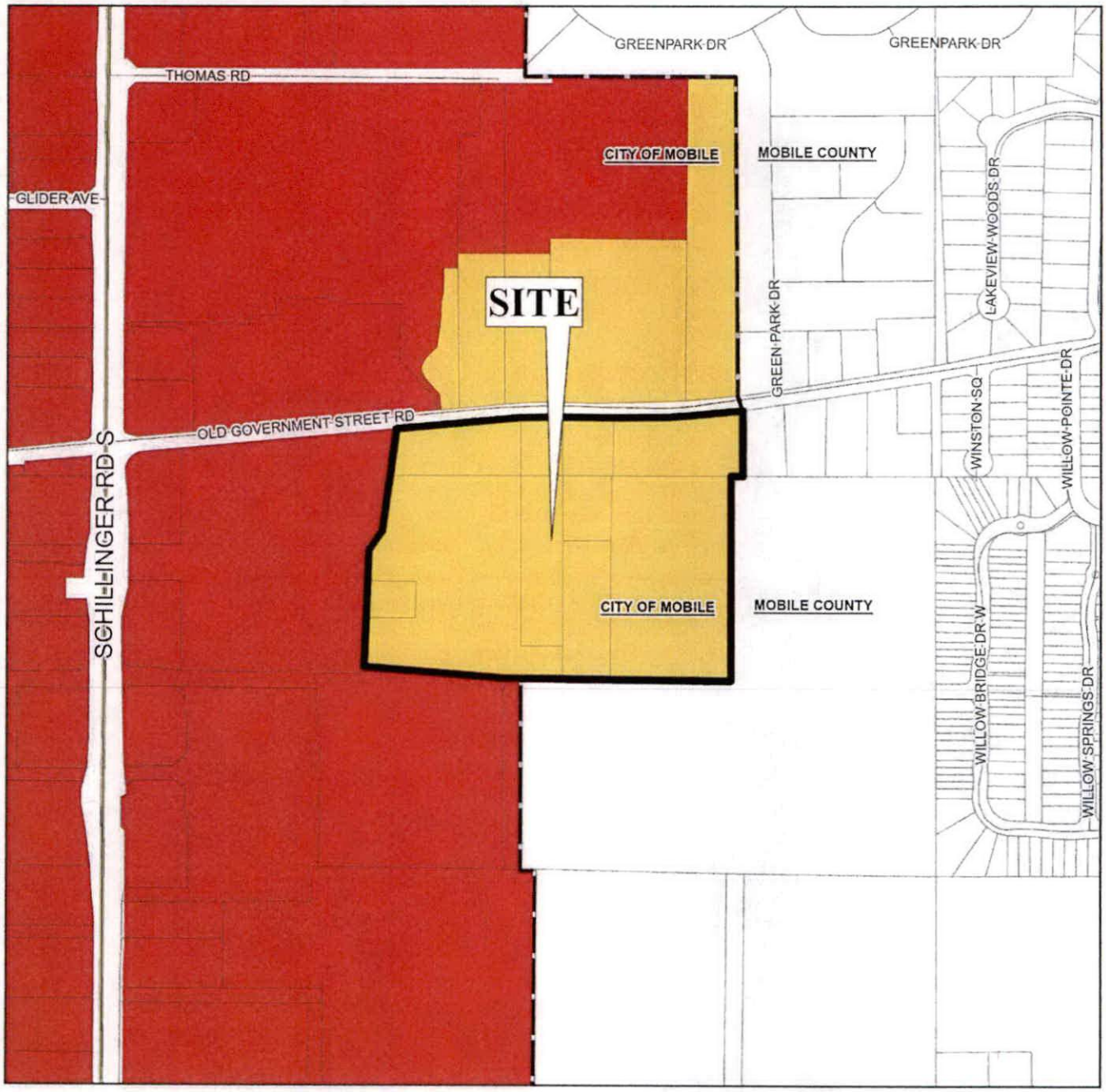
APPLICANT Tate Property Subdivision

REQUEST Subdivision, Rezoning from R-1 to R-3

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 1 DATE June 1, 2023

APPLICANT Tate Property Subdivision

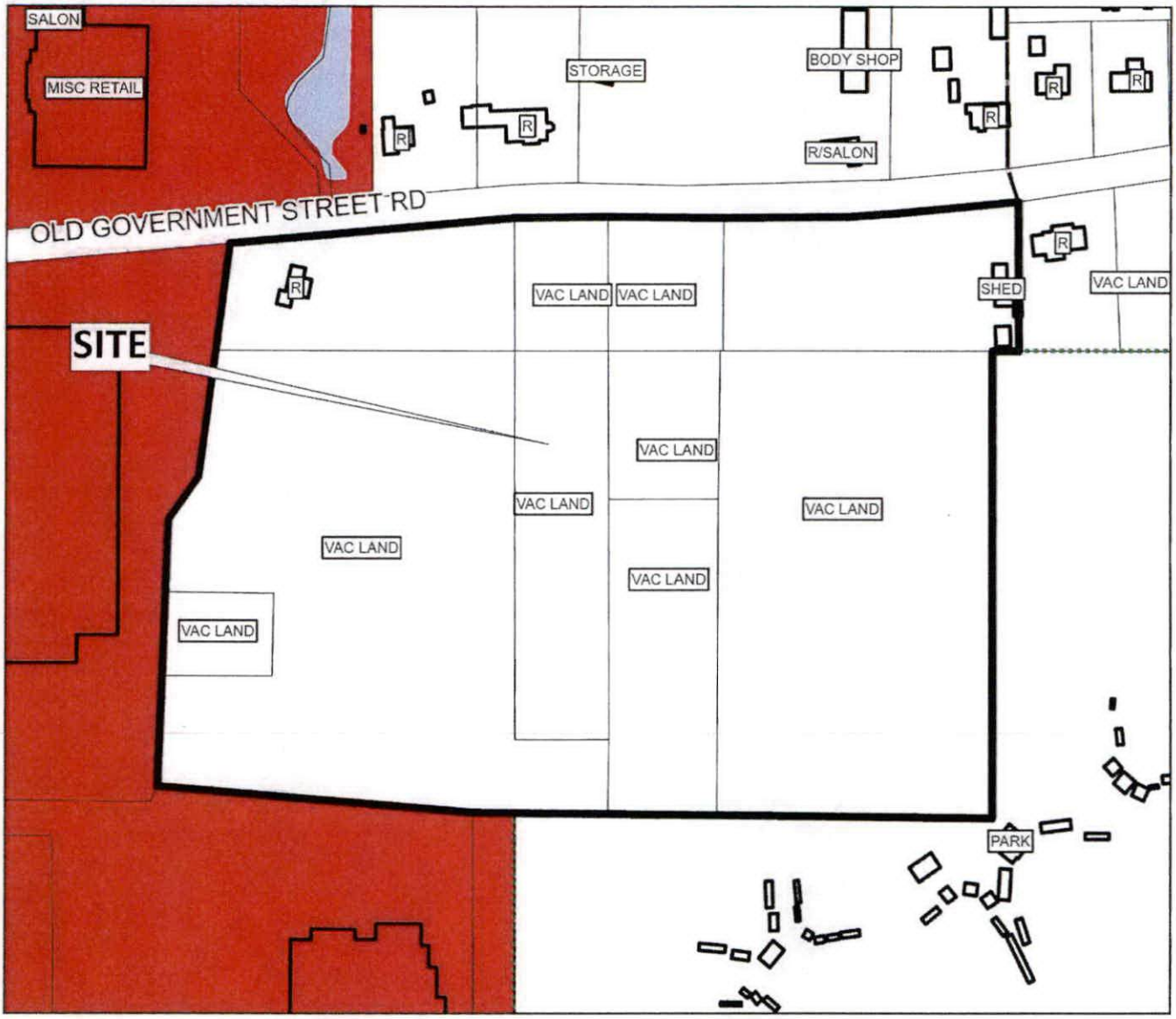
REQUEST Subdivision, Rezoning from R-1 to R-3

- 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

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 1 DATE June 1, 2023

APPLICANT Tate Property Subdivision

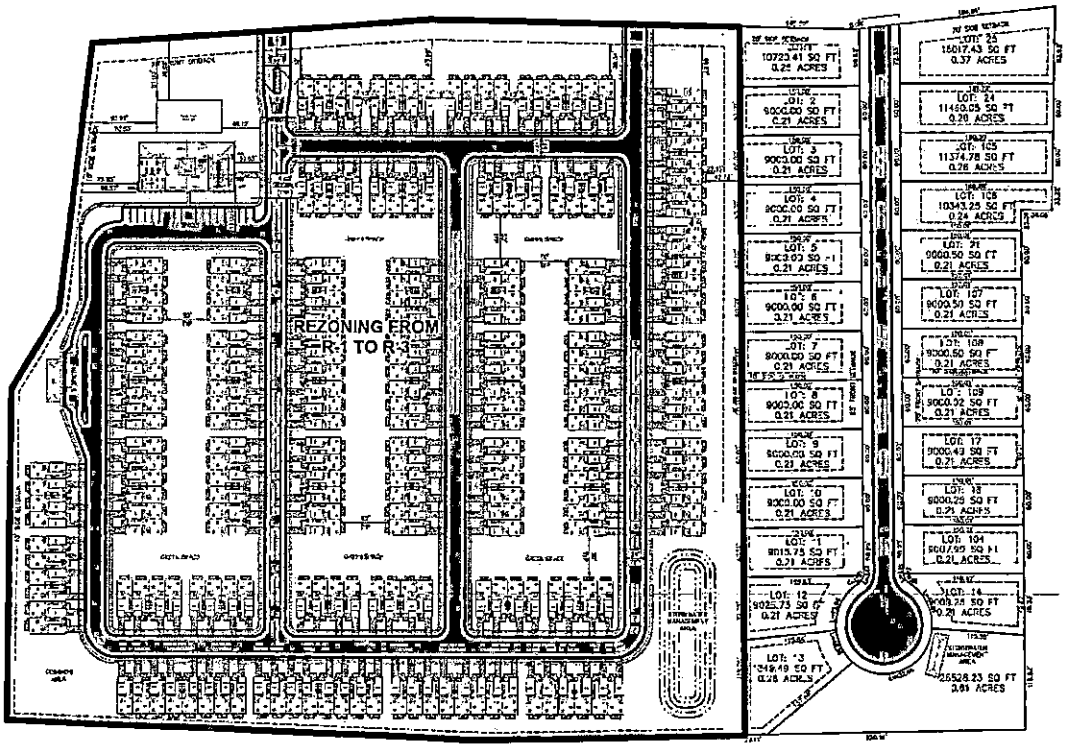
REQUEST Subdivision, Rezoning from R-1 to R-3

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

SITE PLAN



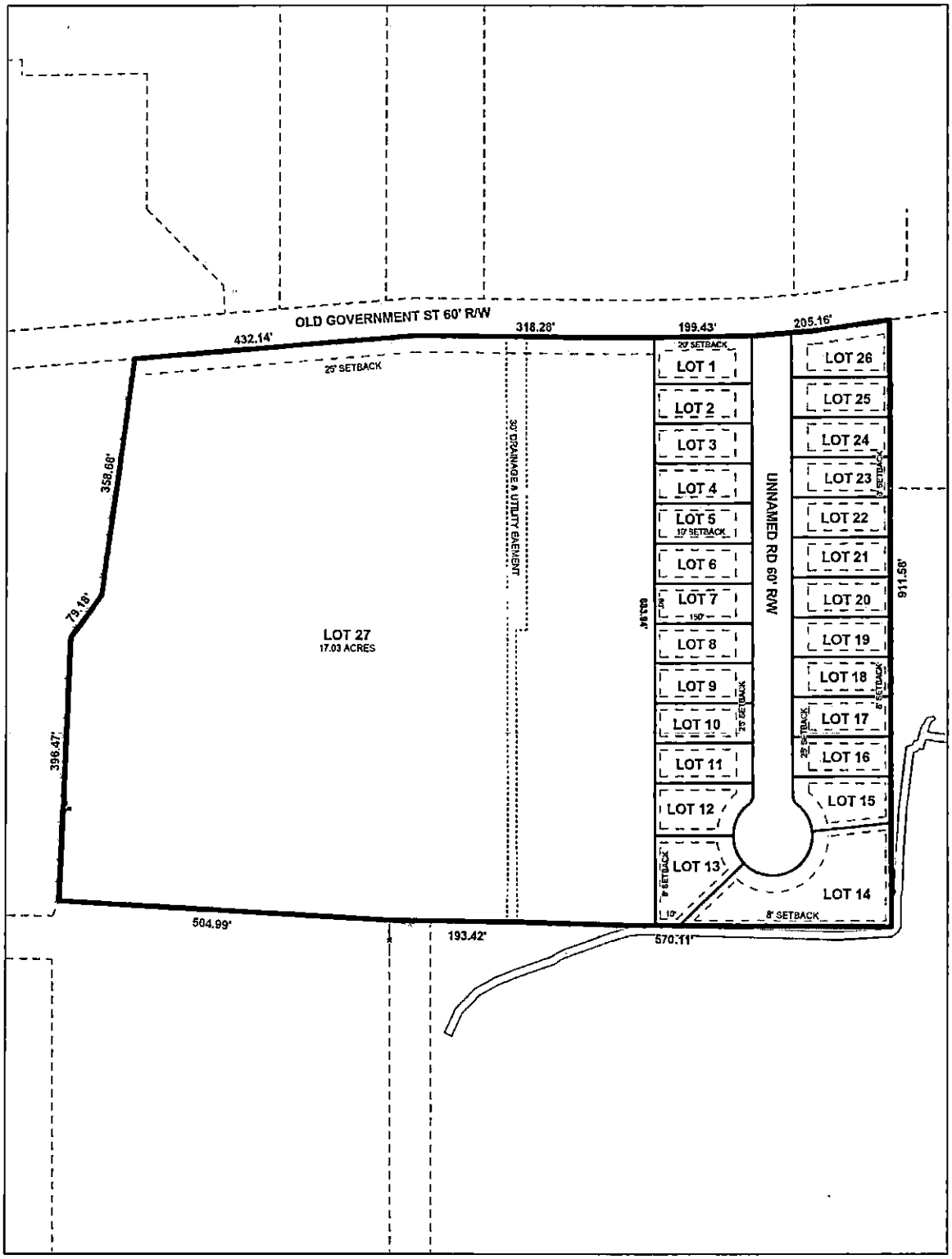
The site plan illustrates the proposed roads, lots, setbacks, and townhomes.

APPLICATION NUMBER	1	DATE	June 1, 2023
APPLICANT	Tate Property Subdivision		
REQUEST	Subdivision, Rezoning from R-1 to R-3		

N

NTS

DETAIL SITE PLAN

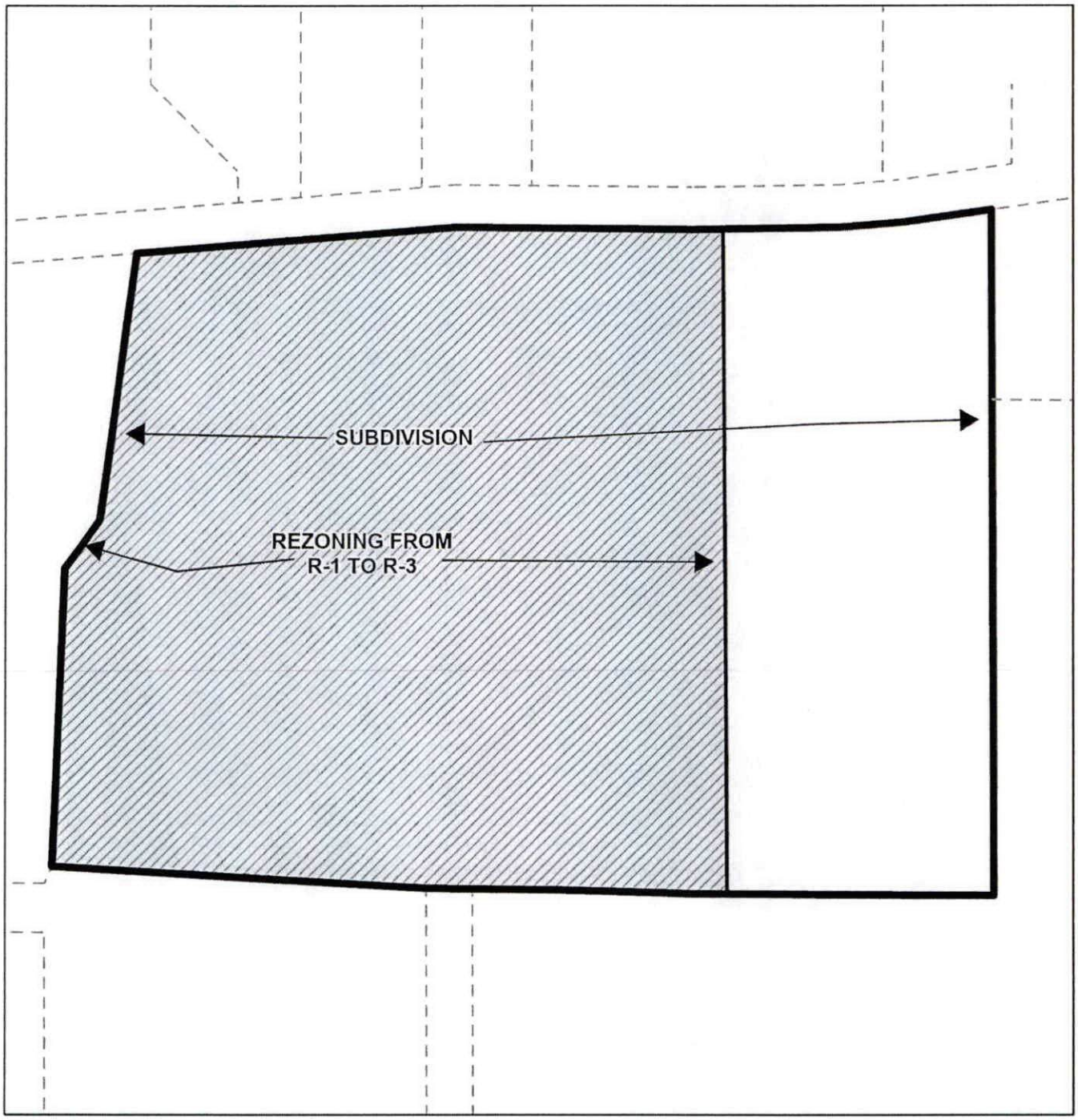


APPLICATION NUMBER	1	DATE	June 1, 2023
APPLICANT	Tate Property Subdivision		
REQUEST	Subdivision, Rezoning from R-1 to R-3		

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 1 DATE June 1, 2023

APPLICANT Tate Property Subdivision

REQUEST Subdivision, Rezoning from R-1 to R-3

N

NTS

ZONING DISTRICT CORRESPONDENCE MATRIX		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	O	
MULTIPLE-FAMILY	R-3	O	■			■	■						□	O	
RESIDENTIAL-BUSINESS	R-B		O			■		■					□	O	
TRANSITIONAL-BUSINESS	T-B		O		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									O	O		□		
DOWNTOWN DEV. DD	SD	O	O	O	O	O	O	O		O	O		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	O	
NEIGH. BUSINESS	B-2		O			□	■	■	■				□	O	
LIMITED BUSINESS	LB-2		O			□	■	■	■				□	O	
COMMUNITY BUSINESS	B-3				■				■			O	□	O	
GEN. BUSINESS	B-4			■					■			O	□	O	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- O Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

LOW DENSITY RESIDENTIAL (LDR)

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.

AGENDA ITEM SUMMARY SHEET

Agenda of:5/14/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Arcadis U.S. Inc for Ethernet switches and transceivers for traffic signal upgrades.
CIP - Signal Upgrade Grelot, Cody, University, Others (Project C0727)

Amount of Contract:

$116,888.80

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

ATTACHMENTS:

Description	Type	Upload Date
20240501 Arcadis Agenda Package POs	Cover Memo	5/1/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	5/2/2024 - 1:13 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:

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
7295, 7301	2024	(2060) TRAFFIC ENGINEEERING	ETHERNET SWITCHES AND TRANSCEIVERS FOR TRAFFIC SIGNAL UPGRADES FOR TRAFFIC ENGINEERING (AL STATE CONTRACT)	$116,888.80	(297773) ARCADIS U.S. INC

Adopted:

_____

City Clerk

Bill To	Requisition 00007295-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
ARCADIS U.S. INC.	ELECTRICAL
630 PLAZA DRIVE	854 GAYLE STREET
	MOBILE, AL 36604
HIGHLANDS RANCH, CO 80129	DLOVE@CITYOFMOBILE.ORG
Tel#504-648-3616	Delivery Reference
	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/02/24	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER STATE OF ALABAMA CONTRACT: MA 999 220000000043-1.			
	THIS IS FOR THE TRAFFIC SYSTEM.			
001	iES10G-S-LV-D-7RJ45-1GCX-2GSFP	25.00	1489.80000	37245.00
	CONTRACT NO.: MA 999 220000000043	EACH		
	REF.LINE 19			
	Vendor Item			
1	2000.80.00.0000.0000.0000.0000.0000.47010.			
	E C0727 .CAPEQUIPMT. .			37245.00
	Ship To			
	ELECTRICAL			
	854 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	DIANNA LOVE			
	Deliver To			
	TRAFFIC ENGINEERING			
	852 GAYLE STREET			
	MOBILE, AL 36604			
002	iES20GF-HV-XX-D-8GRJ45-XX-2GSFP-2GS	2.00	2598.70000	5197.40
	FP CONTRACT NO.: MA 999	EACH		

Bill To	Requisition 00007295-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
ARCADIS U.S. INC.	ELECTRICAL
630 PLAZA DRIVE	854 GAYLE STREET
	MOBILE, AL 36604
HIGHLANDS RANCH, CO 80129	DLOVE@CITYOFMOBILE.ORG
Tel#504-648-3616	Delivery Reference
	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/02/24	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	220000000043 REF. LINE 19			
	Vendor Item			
1	2000.80.00.0000.0000.0000.0000.0000.44020.			
	E C0727 .OPERSUPPLS. .			5197.40
	Ship To			
	ELECTRICAL			
	854 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	DIANNA LOVE			
	Deliver To			
	TRAFFIC ENGINEERING			
	852 GAYLE STREET			
	MOBILE, AL 36604			
003	SFP1000-SM-10 CONTRACT NO.: MA 999	20.00 EACH	136.50000	2730.00
	220000000043 REF. LINE 19			
	Vendor Item			
1	2000.80.00.0000.0000.0000.0000.0000.47020.			
	E C0727 .CAPMATERLS. .			2730.00

Bill To	Requisition 00007295-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
ARCADIS U.S. INC.	ELECTRICAL
630 PLAZA DRIVE	854 GAYLE STREET
	MOBILE, AL 36604
HIGHLANDS RANCH, CO 80129	DLOVE@CITYOFMOBILE.ORG
Tel#504-648-3616	Delivery Reference
	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/02/24	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
004	SFP1000B1D1-SM-10 CONTRACT NO.: MA 999 220000000043 REF. LINE 19 Vendor Item	30.00 EACH	364.00000	10920.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E C0727 .CAPEQUIPMT. .			10920.00
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET			

Bill To	Requisition 00007295-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
ARCADIS U.S. INC.	ELECTRICAL
630 PLAZA DRIVE	854 GAYLE STREET
	MOBILE, AL 36604
HIGHLANDS RANCH, CO 80129	DLOVE@CITYOFMOBILE.ORG
Tel#504-648-3616	Delivery Reference
	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/02/24	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			
005	SFP1000B1D12-SM10 CONTRACT NO.: MA 999 220000000043 REF. LINE 19 Vendor Item	30.00 EACH	509.60000	15288.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E C0727 .CAPEQUIPMT. .			15288.00
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
006	SHIPPING COST CONTRACT NO.: MA 999 220000000043 REF. LINE 196 Vendor Item	1.00 EACH	690.00000	690.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0727 .OPERSUPPLS. .			690.00

Bill To	Requisition 00007295-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 5

Vendor	Ship To
ARCADIS U.S. INC. 630 PLAZA DRIVE HIGHLANDS RANCH, CO 80129 Tel#504-648-3616	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/02/24	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 72070.40

***** Project Ledger Summary Section *****

Account			Amount	Remaining Budget
E C0727	.CAPEQUIPMT.	.	63453.00	395798.38
E C0727	.CAPMATERLS.	.	2730.00	395798.38
E C0727	.OPERSUPPLS.	.	5887.40	395798.38

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	5887.40	
CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES		
2000.80.00.0000.0000.0000.0000.0000.47010.	63453.00	
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)		
2000.80.00.0000.0000.0000.0000.0000.47020.		

Bill To	Requisition 00007295-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 6

Vendor	Ship To
ARCADIS U.S. INC. 630 PLAZA DRIVE HIGHLANDS RANCH, CO 80129 Tel#504-648-3616	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/02/24	297773				TRAFFIC ENGINEERING

Account	Amount	Remaining Budget
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (LESS THAN $5000)	2730.00	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	04/02/24	JENNIFER WHITE	
Approved	04/02/24	BRENDA RHODES	
Approved	04/02/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	04/02/24	RELYA MALLORY	Auto approved by: 910511034
Approved	04/10/24	DONALD ROSE	Approved by: 9105fola
Approved	04/10/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	04/10/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	04/10/24	SAMANTHA COOLEY	Auto approved by: 910516727
Approved	04/10/24	JOHN PAINE	Auto approved by: 910516727
Approved	04/10/24	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00007301-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
ARCADIS U.S. INC.	ELECTRICAL
630 PLAZA DRIVE	854 GAYLE STREET
	MOBILE, AL 36604
HIGHLANDS RANCH, CO 80129	DLOVE@CITYOFMOBILE.ORG
Tel#504-648-3616	Delivery Reference
	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/02/24	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER STATE OF ALABAMA CONTRACT: MA 999 220000000043-1.			
	THIS IS FOR THE TRAFFIC SYSTEM.			
001	iES10G-S-HV-D-7RJ45&1GCX-2GSFP	10.00	1489.80000	14898.00
	CONTRACT NO.: MA 999 220000000043	EACH		
	REF.LINE 19			
	Vendor Item			
1	2000.80.00.0000.0000.0000.0000.0000.47010.			
	E C0727 .CAPEQUIPMT. .			14898.00
	Ship To			
	ELECTRICAL			
	854 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	DIANNA LOVE			
	Deliver To			
	TRAFFIC ENGINEERING			
	852 GAYLE STREET			
	MOBILE, AL 36604			
002	iES20GF-HV-HV-D-8GRJ45-XX-2GSFP-2GS	2.00	2598.70000	5197.40
	FP CONTRACT NO.: MA 999	EACH		

Bill To	Requisition 00007301-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
ARCADIS U.S. INC.	ELECTRICAL
630 PLAZA DRIVE	854 GAYLE STREET
	MOBILE, AL 36604
HIGHLANDS RANCH, CO 80129	DLOVE@CITYOFMOBILE.ORG
Tel#504-648-3616	Delivery Reference
	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/02/24	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	220000000043 REF. LINE 19 Vendor Item			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0727 .OPERSUPPLS. .			5197.40
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
003	SFP1000-SM-10 CONTRACT NO.: MA 999 220000000043 REF. LINE 19 Vendor Item	50.00 EACH	136.50000	6825.00
1	2000.80.00.0000.0000.0000.0000.0000.47020. E C0727 .CAPMATERLS. .			6825.00

Bill To	Requisition 00007301-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
ARCADIS U.S. INC.	ELECTRICAL
630 PLAZA DRIVE	854 GAYLE STREET
	MOBILE, AL 36604
HIGHLANDS RANCH, CO 80129	DLOVE@CITYOFMOBILE.ORG
Tel#504-648-3616	Delivery Reference
	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/02/24	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
004	SFP1000B1D1-SM-10 CONTRACT NO.: MA 999 220000000043 REF. LINE 19 Vendor Item	20.00 EACH	364.00000	7280.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E C0727 .CAPEQUIPMT. .			7280.00
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET			

Bill To	Requisition 00007301-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
ARCADIS U.S. INC.	ELECTRICAL
630 PLAZA DRIVE	854 GAYLE STREET
	MOBILE, AL 36604
HIGHLANDS RANCH, CO 80129	DLOVE@CITYOFMOBILE.ORG
Tel#504-648-3616	Delivery Reference
	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/02/24	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			
005	SFP1000B1D12-SM10 CONTRACT NO.: MA 999 220000000043 REF. LINE 19 Vendor Item	20.00 EACH	509.60000	10192.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E C0727 .CAPEQUIPMT. .			10192.00
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
006	SHIPPING COST CONTRACT NO.: MA 999 220000000043 REF. LINE 196 Vendor Item	1.00 EACH	426.00000	426.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0727 .OPERSUPPLS. .			426.00

Bill To	Requisition 00007301-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 5

Vendor	Ship To
ARCADIS U.S. INC. 630 PLAZA DRIVE HIGHLANDS RANCH, CO 80129 Tel#504-648-3616	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/02/24	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 44818.40

***** Project Ledger Summary Section *****

Account			Amount	Remaining Budget
E C0727	.CAPEQUIPMT.	.	32370.00	395798.38
E C0727	.CAPMATERLS.	.	6825.00	395798.38
E C0727	.OPERSUPPLS.	.	5623.40	395798.38

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	5623.40	
CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES		
2000.80.00.0000.0000.0000.0000.0000.47010.	32370.00	
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)		
2000.80.00.0000.0000.0000.0000.0000.47020.		

Bill To	Requisition 00007301-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 6

Vendor	Ship To
ARCADIS U.S. INC. 630 PLAZA DRIVE HIGHLANDS RANCH, CO 80129 Tel#504-648-3616	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/02/24	297773				TRAFFIC ENGINEERING

Account	Amount	Remaining Budget
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (LESS THAN $5000)	6825.00	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	04/02/24	JENNIFER WHITE	
Approved	04/02/24	BRENDA RHODES	
Approved	04/02/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	04/02/24	RELYA MALLORY	Auto approved by: 910511034
Approved	04/10/24	DONALD ROSE	Approved by: 9105fola
Approved	04/10/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	04/10/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	04/10/24	SAMANTHA COOLEY	Auto approved by: 910516727
Approved	04/10/24	JOHN PAINE	Auto approved by: 910516727
Approved	04/10/24	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

Contract: 220000000043-999-1 - Statewide Intelligent Transportation System Amen...

Contract Header

Contract
Statewide Intelligent Transportation System Amendment #1

Type
Master Agreement

Supplier
Arcadis Us, Inc

Contract Code
220000000043-999-1

Linked Solicitation

Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	3342424610

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Akhil	Chauhan	akhil.chauhan@arcadis.com	225-244-6589
Ellen	Hooper	ellen.hooper@arcadis.com	602-797-4514
Jason	Taylor	Jason.Taylor@arcadis.com	904-861-2803
Jeff	Jones	Jeff.Jones@arcadis.com	504-648-3616
Kristine	Nemeth	kristine.nemeth@arcadis-us.com	8605031513
Sean	Sweeney	sean.sweeney@arcadis.com	617-849-9964
Valquiria	Jablinski	valquiria.jablinski@arcadis.com	9194152290
Kim	Lasnicki	kim.Lasnicki@arcadis.com	3156719132

8 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
2/14/2022

End Date
1/9/2025

Documents

- Final_MA_999_220000000043_1_MA_FORM_ADV_PDF.PDF
- Final_MA_999_220000000043_1_MA_FORM_ADV_PDF.PDF
- Statewide Intelligent Transportation System Maintenance terms and conditions.xml

Items

Item Name	Product Code		UOM
Fiber Optic Cable, (Major Materials)	220000000043-999-1-1	0.00	USD
Fiber Optic Cable, 12F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-2	2.43	Linear Foot
Fiber Optic Cable, 36F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-3	2.48	Linear Foot
Fiber Optic Cable, 48F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-4	2.54	Linear Foot
Fiber Optic Cable, 60F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-5	2.59	Linear Foot
Fiber Optic Cable, 72F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-6	2.70	Linear Foot
Fiber Optic Cable, 96F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-7	2.81	Linear Foot
Fiber Optic Cable, 144F (Agency Spec) Based On 3,501 Lf Or G	220000000043-999-1-8	2.92	Linear Foot
Fiber Optic Cable, Armored Cable Adder, Single Jacket, Singl	220000000043-999-1-9	1.10	Linear Foot
Fiber Optic Cable, Adder For 1,501 Lf To 3,500 Lf	220000000043-999-1-10	1.60	Linear Foot
Fiber Optic Cable, Adder For 1,500 Lf Or Less	220000000043-999-1-11	2.21	Linear Foot
Fiber Optic Cable, Adder Existing Conduit	220000000043-999-1-12	2.21	Linear Foot
Fiber Distribution Unit, (Major Materials)	220000000043-999-1-13	0.00	USD
Fiber Distribution Unit, 72F Rack Mount, Primary	220000000043-999-1-14	937.13	Each
Fiber Distribution Unit, 144F Rack Mount, Primary	220000000043-999-1-15	1,460.81	Each
Fiber Distribution Unit, 6F Shelf Mount, Secondary	220000000043-999-1-16	286.65	Each
Fiber Distribution Unit, 12F Shelf Mount, Secondary	220000000043-999-1-17	407.93	Each
Fiber Distribution Unit, Re-Entry	220000000043-999-1-18	220.50	Each
Network Device, (Major Materials)	220000000043-999-1-19	0.00	USD
Network Device, Type A (CMES)	220000000043-999-1-20	352.80	Each
Network Device, Type B (AMES)	220000000043-999-1-21	330.75	Each
Network Device, Type C (FMES)	220000000043-999-1-22	297.68	Each

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

New

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 220000000043**

NOT TO EXCEED AMOUNT:

Begin Date:	01/10/2022	Procurement Folder:	1378704
Expiration Date:	01/09/2023	Procurement Type:	Master Agreement
Solicitation Number:		Replaces Award Document:	
Award Date:		Replaced by Award Document:	
Modification Date:	01/10/22	Version Number:	1

CONTACT INFORMATION

REQUESTOR:
Kerri Hines
334-242-4610
kerri.hines@purchasing.alabama.gov

ISSUER:
Kerri Hines
334-242-4610
kerri.hines@purchasing.alabama.gov

BUYER:
Kerri Hines
334-242-4610
kerri.hines@purchasing.alabama.gov

CONTRACT DESCRIPTION

Statewide Intelligent Transportation System
G13-103892 Statewide Intelligent Transportation System

Final

Ship To:
STATEWIDE CONTRACT
UNKNOWN
UNKNOWN AL

Bill To:
STATEWIDE CONTRACT
UNKNOWN
UNKNOWN AL

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000128594: Arcadis Us, Inc

62638 Collections Ctr Dr

Chicago IL 60693-0626

Contact:

Unknown
444-444-4444

COMMODITY / SERVICE INFORMATION								
Line	**Quantity**	**UOM**	**Unit Price**	**Service Amount**	**Service From**	**Service To**	**Line Sub Total**	**Line Total**
1	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Optic Cable, (Major Materials)
Fiber Optic Cable, (Major Materials)

Cost Plus 5 %

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	LNFT	$2.200000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Optic Cable, 12F (Agency Spec) Based On 3,501 Lf Or Gr
Fiber Optic Cable, 12F (Agency Spec) Based On 3,501 Lf Or Greater

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	LNFT	$2.250000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Optic Cable, 36F (Agency Spec) Based On 3,501 Lf Or Gr
Fiber Optic Cable, 36F (Agency Spec) Based On 3,501 Lf Or Greater

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	LNFT	$2.300000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Optic Cable, 48F (Agency Spec) Based On 3,501 Lf Or Gr
Fiber Optic Cable, 48F (Agency Spec) Based On 3,501 Lf Or Greater

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	LNFT	$2.350000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Optic Cable, 60F (Agency Spec) Based On 3,501 Lf Or Gr
Fiber Optic Cable, 60F (Agency Spec) Based On 3,501 Lf Or Greater

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	LNFT	$2.450000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Optic Cable, 72F (Agency Spec) Based On 3,501 Lf Or Gr
Fiber Optic Cable, 72F (Agency Spec) Based On 3,501 Lf Or Greater

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	LNFT	$2.550000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Optic Cable, 96F (Agency Spec) Based On 3,501 Lf Or Gr
Fiber Optic Cable, 96F (Agency Spec) Based On 3,501 Lf Or Greater

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total

COMMODITY / SERVICE INFORMATION								
8	0	LNFT	$2.650000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Optic Cable, 144F (Agency Spec) Based On 3,501 Lf Or G
Fiber Optic Cable, 144F (Agency Spec) Based On 3,501 Lf Or Greater

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
9	0	LNFT	$1.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Optic Cable, Armored Cable Adder, Single Jacket, Singl
Fiber Optic Cable, Armored Cable Adder, Single Jacket, Single Armor

Material

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	LNFT	$1.450000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Optic Cable, Adder For 1,501 Lf To 3,500 Lf
Fiber Optic Cable, Adder For 1,501 Lf To 3,500 Lf

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	0	LNFT	$2.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Optic Cable, Adder For 1,500 Lf Or Less
Fiber Optic Cable, Adder For 1,500 Lf Or Less

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
12	0	LNFT	$2.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Optic Cable, Adder Existing Conduit
Fiber Optic Cable, Adder Existing Conduit

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
13	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Distribution Unit, (Major Materials)
Fiber Distribution Unit, (Major Materials)

Cost Plus 1 %

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
14	0	EA	$850.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Distribution Unit, 72F Rack Mount, Primary
Fiber Distribution Unit, 72F Rack Mount, Primary

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
15	0	EA	$1,325.000000	$0.00			$0.00	$0.00

Final

COMMODITY / SERVICE INFORMATION

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Distribution Unit, 144F Rack Mount, Primary
Fiber Distribution Unit, 144F Rack Mount, Primary

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
16	0	EA	$260.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Distribution Unit, 6F Shelf Mount, Secondary
Fiber Distribution Unit, 6F Shelf Mount, Secondary

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
17	0	EA	$370.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Distribution Unit, 12F Shelf Mount, Secondary
Fiber Distribution Unit, 12F Shelf Mount, Secondary

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
18	0	EA	$200.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Distribution Unit, Re-Entry
Fiber Distribution Unit, Re-Entry

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
19	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Network Device, (Major Materials)
Network Device, (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
20	0	EA	$320.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Network Device, Type A (CMES)
Network Device, Type A (CMES)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
21	0	EA	$300.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Network Device, Type B (AMES)
Network Device, Type B (AMES)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
22	0	EA	$270.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Network Device, Type C (FMES)

Network Device, Type C (FMES)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
23	0	EA	$2,300.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Network Device, Endpoint Radio
Network Device, Endpoint Radio

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
24	0	EA	$2,500.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Network Device, Backhaul Radio
Network Device, Backhaul Radio

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
25	0	EA	$250.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Network Device, Cellular Modem
Network Device, Cellular Modem

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
26	0	EA	$2,000.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Network Device, Existing Radio Realignment
Network Device, Existing Radio Realignment

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
27	0	EA	$270.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Network Device, Existing Radio Component Replacement
Network Device, Existing Radio Component Replacement

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
28	0	EA	$270.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Network Device, Existing Network Device Configuration
Network Device, Existing Network Device Configuration

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
29	0	EA	$50.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Network Device, Existing Network Device Preventative

COMMODITY / SERVICE INFORMATION

Network Device, Existing Network Device Preventative Maintenance

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
30	0	EA	$50.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Network Device, Existing Backhaul Radio Preventative
Network Device, Existing Backhaul Radio Preventative Maintenance

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
31	0	EA	$50.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Network Device, Existing Endpoint Radio Preventative
Network Device, Existing Endpoint Radio Preventative Maintenance

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
32	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
CCTV, Camera (Major Materials)
CCTV, Camera (Major Materials)

Cost Plus ZERO %

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
33	0	EA	$1,200.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
CCTV, Camera Mount, 40 FT Mounting Height or Less
CCTV, Camera Mount, 40 FT Mounting Height or Less

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
34	0	EA	$1,800.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
CCTV, Camera Mount, 41 FT to 65 FT Mounting Height
CCTV, Camera Mount, 41 FT to 65 FT Mounting Height

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
35	0	EA	$2,400.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
CCTV, Camera Mount, 66 FT Mounting Height or Greater
CCTV, Camera Mount, 66 FT Mounting Height or Greater

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
36	0	EA	$300.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
CCTV, Camera Preventative Maintenance

COMMODITY / SERVICE INFORMATION

CCTV, Camera Preventative Maintenance

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
37	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Vehicle Detection System, (Major Materials)
Vehicle Detection System, (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
38	0	EA	$750.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Vehicle Detection System, Radar or Bluetooth
Vehicle Detection System, Radar or Bluetooth

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
39	0	EA	$300.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Vehicle Detection System, Magnetometer or In-Pavement Device
Vehicle Detection System, Magnetometer or In-Pavement Device

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
40	0	EA	$750.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Vehicle Detection System, V to X
Vehicle Detection System, V to X

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
41	0	EA	$270.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Vehicle Detection System, Component Replacement
Vehicle Detection System, Component Replacement

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
42	0	EA	$300.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Vehicle Detection System, Preventative Maintenance
Vehicle Detection System, Preventative Maintenance

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
43	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Dynamic Message Sign, (Major Materials)

Dynamic Message Sign, (Major Materials)

Cost Plus ZERO %

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
44	0	EA	$3,950.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Dynamic Message Sign, Walk-In
Dynamic Message Sign, Walk-In

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
45	0	EA	$2,860.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Dynamic Message Sign, Front Access (Type A)
Dynamic Message Sign, Front Access (Type A)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
46	0	EA	$2,860.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Dynamic Message Sign, Front Access (Type B)
Dynamic Message Sign, Front Access (Type B)

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
47	0	EA	$2,300.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Dynamic Message Sign, Dedicated, VSL, Multipost Sign
Dynamic Message Sign, Dedicated, VSL, Multipost Sign

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
48	0	EA	$450.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Dynamic Message Sign, Component Replacement
Dynamic Message Sign, Component Replacement

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
49	0	EA	$750.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Dynamic Message Sign, Preventative Maintenance
Dynamic Message Sign, Preventative Maintenance

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
50	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Environmental Sensor, (Major Materials)

COMMODITY / SERVICE INFORMATION

Environmental Sensor, (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
51	0	EA	$1,650.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Environmental Sensor, Complete Install
Environmental Sensor, Complete Install

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
52	0	EA	$800.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Enviromental Sensor, Component Replacement
Enviromental Sensor, Component Replacement

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
53	0	EA	$350.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Enviromental Sensor, Preventative Maintenance
Enviromental Sensor, Preventative Maintenance

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
54	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Highway Advisory Radio, (Major Materials)
Highway Advisory Radio, (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
55	0	EA	$1,650.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Highway Advisory Radio, Complete Install
Highway Advisory Radio, Complete Install

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
56	0	EA	$800.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Highway Advisory Radio, Component Replacement
Highway Advisory Radio, Component Replacement

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
57	0	EA	$350.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Highway Advisory Radio, Preventative Maintenance

COMMODITY / SERVICE INFORMATION

Highway Advisory Radio, Preventative Maintenance

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
58	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Non-Metallic Exposed, (Major Materials)
Conduit Non-Metallic Exposed, (Major Materials)

Cost Plus 5%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
59	0	LNFT	$9.200000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Non-Metallic Exposed, 1 Inch
Conduit Non-Metallic Exposed, 1 Inch

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
60	0	LNFT	$9.450000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Non-Metallic Exposed, 1-1/4 Inch
Conduit Non-Metallic Exposed, 1-1/4 Inch

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
61	0	LNFT	$9.700000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Non-Metallic Exposed, 1-1/2 Inch
Conduit Non-Metallic Exposed, 1-1/2 Inch

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
62	0	LNFT	$9.800000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Non-Metallic Exposed, 2 Inch
Conduit Non-Metallic Exposed, 2 Inch

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
63	0	LNFT	$9.950000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Non-Metallic Exposed, 3 Inch
Conduit Non-Metallic Exposed, 3 Inch

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
64	0	LNFT	$10.100000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Non-Metallic Exposed, 4 Inch

Conduit Non-Metallic Exposed, 4 Inch

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
65	0	LNFT	$10.600000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Non-Metallic Exposed, 6 Inch
Conduit Non-Metallic Exposed, 6 Inch

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
66	0	LNFT	$3.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Non-Metallic Exposed, Adder for 500 LF or Less
Conduit Non-Metallic Exposed, Adder for 500 LF or Less

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
67	0	LNFT	$20.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Non-Metallic Exposed, Adder for a bridge
Conduit Non-Metallic Exposed, Adder for a bridge installation

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
68	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Rigid Metallic Galvanized, (Major Materials)
Conduit Rigid Metallic Galvanized, (Major Materials)

Cost Plus 5%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
69	0	LNFT	$10.500000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Rigid Metallic Galvanized, 1 Inch
Conduit Rigid Metallic Galvanized, 1 Inch

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
70	0	LNFT	$11.500000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Rigid Metallic Galvanized, 1-1/4 Inch
Conduit Rigid Metallic Galvanized, 1-1/4 Inch

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
71	0	LNFT	$12.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Rigid Metallic Galvanized, 1-1/2 Inch

Conduit Rigid Metallic Galvanized, 1-1/2 Inch

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
72	0	LNFT	$13.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Rigid Metallic Galvanized, 2 Inch
Conduit Rigid Metallic Galvanized, 2 Inch

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
73	0	LNFT	$14.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Rigid Metallic Galvanized, 3 Inch
Conduit Rigid Metallic Galvanized, 3 Inch

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
74	0	LNFT	$15.500000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Rigid Metallic Galvanized, 4 Inch
Conduit Rigid Metallic Galvanized, 4 Inch

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
75	0	LNFT	$18.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Rigid Metallic Galvanized, 6 Inch
Conduit Rigid Metallic Galvanized, 6 Inch

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
76	0	LNFT	$3.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Rigid Metallic Galvanized, 500 LF or Less Adder
Conduit Rigid Metallic Galvanized, 500 LF or Less Adder

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
77	0	LNFT	$20.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Rigid Metallic Galvanized, Bridge Installation Adder
Conduit Rigid Metallic Galvanized, Bridge Installation Adder

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
78	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Reinforced Thermosetting Resin, (Major Materials)

COMMODITY / SERVICE INFORMATION
Conduit Reinforced Thermosetting Resin, (Major Materials) Cost Plus 5%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
79	0	LNFT	$12.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Reinforced Thermosetting Resin, 2 Inch w/Bullet
Conduit Reinforced Thermosetting Resin, 2 Inch w/Bullet resistant (.250" wall)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
80	0	LNFT	$13.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Reinforced Thermosetting Resin, 3 Inch w/Bullet
Conduit Reinforced Thermosetting Resin, 3 Inch w/Bullet resistant (.250" wall)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
81	0	LNFT	$14.500000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit reinforced thermosetting resin 4 inch w/bullet resis
Conduit reinforced thermosetting resin 4 inch w/bullet resistant (.250 wall).

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
82	0	LNFT	$23.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Reinforced Thermosetting Resin, 4.5 Inch OD
Conduit Reinforced Thermosetting Resin, 4.5 Inch OD w/3 - 1.476 INCH "ID" Pre-Installed Inner Ducts and Bullet resistant (.250" wall)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
83	0	LNFT	$24.500000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Reinforced Thermosetting Resin, 4.5 Inch OD
Conduit Reinforced Thermosetting Resin, 4.5 Inch OD w/4 - 1.263 INCH "ID" Pre-Installed Inner Ducts and Bullet resistant (.250" wall)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
84	0	LNFT	$5.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Reinforced Thermosetting Resin, 500 LF or Less Adder
Conduit Reinforced Thermosetting Resin, 500 LF or Less Adder

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
85	0	LNFT	$20.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Reinforced Thermosetting Resin, Bridge Installation

Conduit Reinforced Thermosetting Resin, Bridge Installation Adder

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
86	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Non-Metallic, (Major Materials)
Underground, Non-Metallic, (Major Materials)

Cost Plus 5%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
87	0	LNFT	$7.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Directional Bore Minimal 3 INCH Diameter Hole
Underground, Directional Bore Minimal 3 INCH Diameter Hole

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
88	0	LNFT	$17.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Directional Bore Minimal 5 INCH Diameter Hole
Underground, Directional Bore Minimal 5 INCH Diameter Hole

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
89	0	LNFT	$26.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Directional Bore Minimal 8 INCH Diameter Hole
Underground, Directional Bore Minimal 8 INCH Diameter Hole

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
90	0	LNFT	$32.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Directional Bore Minimal 10 INCH Diameter Hole
Underground, Directional Bore Minimal 10 INCH Diameter Hole

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
91	0	LNFT	$34.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground directional bore Minimum 12" diameter hole
Underground directional bore Minimum 12" diameter hole.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
92	0	LNFT	$38.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Directional Bore Minimal 18 INCH Diameter Hole

COMMODITY / SERVICE INFORMATION

Underground, Directional Bore Minimal 18 INCH Diameter Hole

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
93	0	LNFT	$2.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Bore Footage Adder for 3,200 LF or Less - Only
Underground, Bore Footage Adder for 3,200 LF or Less - Only to be used, in conjunction with Lines 87 - 92.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
94	0	LNFT	$2.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Bore Footage Adder for a non-interstate install
Underground, Bore Footage Adder for a non-interstate installation - Only to be used, in conjunction with Lines 87 - 92.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
95	0	LNFT	$5.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Bore Railhead Adder
Underground, Bore Railhead Adder - Only to be used, in conjunction with Lines 87 - 88.

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
96	0	LNFT	$45.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Bore Rock hammer Adder
Underground, Bore Rock hammer Adder - Only to be used, in conjunction with Lines 87 - 88.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
97	0	LNFT	$5.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Bore Railhead Adder
Underground, Bore Railhead Adder - Only to be used, in conjunction with Lines 89 - 90.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
98	0	LNFT	$50.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Bore Rock hammer Adder
Underground, Bore Rock hammer Adder - Only to be used, in conjunction with Lines 89 - 90.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
99	0	LNFT	$5.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Bore Railhead Adder

Underground, Bore Railhead Adder - Only to be used, in conjunction with Lines 91 - 92.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
100	0	LNFT	$55.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Bore Rock hammer Adder
Underground, Bore Rock hammer Adder - Only to be used, in conjunction with Lines 91 - 92.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
101	0	LNFT	$4.750000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Trench Minimal 3 INCH wide Trench
Underground, Trench Minimal 3 INCH wide Trench

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
102	0	LNFT	$8.750000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Trench Minimal 12 INCH wide Trench
Underground, Trench Minimal 12 INCH wide Trench

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
103	0	LNFT	$12.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Trench Minimal 18 INCH wide Trench
Underground, Trench Minimal 18 INCH wide Trench

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
104	0	LNFT	$17.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Trench Minimal 24 INCH wide Trench
Underground, Trench Minimal 24 INCH wide Trench

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
105	0	LNFT	$3.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Trench Footage Adder for 2,000 LF or Less
Underground, Trench Footage Adder for 2,000 LF or Less

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
106	0	LNFT	$1.500000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Trench Footage

COMMODITY / SERVICE INFORMATION

Underground, Trench Footage Adder for a non-interstate installation

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
107	0	LNFT	$45.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Trench Rock Adder for rock trenching
Underground, Trench Rock Adder for rock trenching installation

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
108	0	LNFT	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Plow 1 Line 1 INCH Thru 2 INCH
Underground, Plow 1 Line 1 INCH Thru 2 INCH

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
109	0	LNFT	$6.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Plow 2 Line 1 INCH Thru 2 INCH
Underground, Plow 2 Line 1 INCH Thru 2 INCH

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
110	0	LNFT	$8.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Plow 3 Line 1 INCH Thru 2 INCH
Underground, Plow 3 Line 1 INCH Thru 2 INCH

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
111	0	LNFT	$8.750000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Plow 1 Line 2.5 INCH Thru 4.5 INCH
Underground, Plow 1 Line 2.5 INCH Thru 4.5 INCH

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
112	0	LNFT	$2.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Plow Footage Adder for 4,999 LF or Less
Underground, Plow Footage Adder for 4,999 LF or Less on an interstate installation

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
113	0	LNFT	$2.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Plow Footage Adder for a non-interstate

Underground, Plow Footage Adder for a non-interstate installation

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
114	0	LNFT	$2.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Plow Footage Adder for 4,999 LF or Less
Underground, Plow Footage Adder for 4,999 LF or Less a non-interstate installation

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
115	0	LNFT	$48.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Underground, Plow Rock Adder
Underground, Plow Rock Adder

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
116	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Sleeves, (Major Materials)
Conduit Sleeves, (Major Materials)

Cost Plus 5%

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
117	0	LNFT	$1.750000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Sleeves, Conduit Friction Reduction Multiduct Sleeve
Conduit Sleeves, Conduit Friction Reduction Multiduct Sleeves, 2 Inch, 2-Cell

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
118	0	LNFT	$1.800000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Sleeves, Conduit Friction Reduction Multiduct Sleeve
Conduit Sleeves, Conduit Friction Reduction Multiduct Sleeves, 2 Inch, 3-Cell

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
119	0	LNFT	$1.850000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Sleeves, Conduit Friction Reduction Multiduct Sleeve
Conduit Sleeves, Conduit Friction Reduction Multiduct Sleeves, 4 Inch, 3-Cell

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
120	0	LNFT	$1.950000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Sleeves, Conduit Friction Reduction Multiduct Sleeve

Conduit Sleeves, Conduit Friction Reduction Multiduct Sleeves, 6 Inch, 3-Cell

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
121	0	LNFT	$1.750000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Sleeves, Conduit Friction Reduction Multiduct Sleeve
Conduit Sleeves, Conduit Friction Reduction Multiduct Sleeves Adder for 500 LF or less

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
122	0	LNFT	$3.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Sleeves, Conduit Friction Reduction Multiduct Sleeve
Conduit Sleeves, Conduit Friction Reduction Multiduct Sleeves Adder for a bridge installation

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
123	0	LNFT	$1.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Conduit Sleeves, Conduit Friction Reduction Multiduct Sleeve
Conduit Sleeves, Conduit Friction Reduction Multiduct Sleeves Existing Conduit Adder for installation required in an existing conduit

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
124	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Aerial Messenger Wire, (Major Materials)
Aerial Messenger Wire, (Major Materials)

Cost Plus 5%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
125	0	LNFT	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Aerial Messenger Wire, 1/4 INCH
Aerial Messenger Wire, 1/4 INCH

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
126	0	LNFT	$5.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Aerial Messenger Wire, 3/8 INCH
Aerial Messenger Wire, 3/8 INCH

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
127	0	LNFT	$1.500000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Aerial Messenger Wire, Adder for 2,599 LF or less

Aerial Messenger Wire, Adder for 2,599 LF or less

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
128	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
ITS & Hub Cabinet, (Major Materials)
ITS & Hub Cabinet, (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
129	0	EA	$900.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
ITS & Hub Cabinet, ITS Cabinet Pole Mount
ITS & Hub Cabinet, ITS Cabinet Pole Mount

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
130	0	EA	$900.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
ITS & Hub Cabinet, ITS Cabinet Base Mount
ITS & Hub Cabinet, ITS Cabinet Base Mount

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
131	0	EA	$1,000.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
ITS & Hub Cabinet, Hub Cabinet Base Mount
ITS & Hub Cabinet, Hub Cabinet Base Mount

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
132	0	EA	$375.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
ITS & Hub Cabinet, Component Replacement
ITS & Hub Cabinet, Component Replacement

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
133	0	EA	$600.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
ITS & Hub Cabinet, Preventative Maintenance
ITS & Hub Cabinet, Preventative Maintenance

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
134	0	EA	$1,450.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, Power Service (120/240V 100 Amp Single Phase Up

Electrical, Power Service (120/240V 100 Amp Single Phase Up to 12 Space Load Center)

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
135	0	EA	$1,800.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, Power Service (120/240V 200 Amp Single Phase Up
Electrical, Power Service (120/240V 200 Amp Single Phase Up to 24 Space Load Center)

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
136	0	EA	$1,808.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, Power Service (240/480V 100 Amp Single Phase 2
Electrical, Power Service (240/480V 100 Amp Single Phase 2 Space Load Center)

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
137	0	EA	$1,880.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, Power Service (240/480V 100 Amp Single Phase 6
Electrical, Power Service (240/480V 100 Amp Single Phase 6 Space Load Center)

F&I

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
138	0	EA	$1,925.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, Power Service (240/480V 100 Amp Single Phase 12
Electrical, Power Service (240/480V 100 Amp Single Phase 12 Space Load Center)

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
139	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, Step Up or Step Down Transformer (Major Material
Electrical, Step Up or Step Down Transformer (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
140	0	EA	$900.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, Step Up/Step Down Transformer Install
Electrical, Step Up/Step Down Transformer Install (Structure/Pole Mount)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
141	0	EA	$90.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, Step Up/Step Down Transformer Install (Pad Mount

Electrical, Step Up/Step Down Transformer Install (Pad Mount)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
142	0	EA	$1,053.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, Existing Electrical Power Service Modification
Electrical, Existing Electrical Power Service Modification (120/240V 100 Amp Single Phase)

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
143	0	EA	$1,113.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, Existing Electrical Power Service Modification
Electrical, Existing Electrical Power Service Modification (120/240V 200 Amp Single Phase)

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
144	0	EA	$1,200.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, Existing Electrical Power Service Modification
Electrical, Existing Electrical Power Service Modification (240/480V 100 Amp Single Phase)

F&I

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
145	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, Power Service Breakers (Major Materials)
Electrical, Power Service Breakers (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
146	0	LNFT	$1.830000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, #14 AWG Stranded or Solid XHHW Copper Wire
Electrical, #14 AWG Stranded or Solid XHHW Copper Wire

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
147	0	LNFT	$1.900000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, #12 AWG Stranded or Solid XHHW Copper Wire
Electrical, #12 AWG Stranded or Solid XHHW Copper Wire

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
148	0	LNFT	$2.050000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, #10 AWG Stranded or Solid XHHW Copper Wire

Electrical, #10 AWG Stranded or Solid XHHW Copper Wire

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
149	0	LNFT	$2.630000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, #8 AWG Stranded XHHW Copper Wire
Electrical, #8 AWG Stranded XHHW Copper Wire

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
150	0	LNFT	$2.770000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, #6 AWG Solid Bare Tinned Copper Wire
Electrical, #6 AWG Solid Bare Tinned Copper Wire

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
151	0	LNFT	$3.040000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, #6 AWG Stranded XHHW Copper Wire
Electrical, #6 AWG Stranded XHHW Copper Wire

F&I

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
152	0	LNFT	$3.900000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, #4 AWG Stranded XHHW Copper Wire
Electrical, #4 AWG Stranded XHHW Copper Wire

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
153	0	LNFT	$4.140000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, #3 AWG Stranded XHHW Copper Wire
Electrical, #3 AWG Stranded XHHW Copper Wire

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
154	0	LNFT	$4.870000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, #2 AWG Stranded XHHW Copper Wire
Electrical, #2 AWG Stranded XHHW Copper Wire

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
155	0	LNFT	$4.780000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, #2 Solid Bare Tinned Copper Wire

Electrical, #2 Solid Bare Tinned Copper Wire

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
156	0	LNFT	$5.070000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, #1 AWG Stranded XHHW Copper Wire
Electrical, #1 AWG Stranded XHHW Copper Wire

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
157	0	LNFT	$5.860000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, #1/0 AWG Stranded XHHW Copper Wire
Electrical, #1/0 AWG Stranded XHHW Copper Wire

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
158	0	LNFT	$6.850000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, #2/0 AWG Stranded XHHW Copper Wire
Electrical, #2/0 AWG Stranded XHHW Copper Wire

F&I

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
159	0	LNFT	$9.620000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, #4/0 AWG Stranded XHHW Copper Wire
Electrical, #4/0 AWG Stranded XHHW Copper Wire

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
160	0	LNFT	$1.250000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, Wire Install Adder
Electrical, Wire Install Adder - Only to be used, in conjunction with Lines 146-159. Adder for 3,500 LF or less.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
161	0	EA	$10.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Electrical, Wire Install Adder Bridge
Electrical, Wire Install Adder Bridge - Only to be used, in conjunction with Lines 146-159. Adder for a bridge installation.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
162	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Poles, Drill Shafts & Foundations; Pole (Major Materials)

Poles, Drill Shafts & Foundations; Pole (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
163	0	EA	$6,500.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Poles, Drill Shafts & Foundations; Pole Concrete (50 FT AGL)
Poles, Drill Shafts & Foundations; Pole Concrete (50 FT AGL)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
164	0	EA	$7,620.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Poles, Drill Shafts & Foundations; Pole Concrete (75 FT AGL)
Poles, Drill Shafts & Foundations; Pole Concrete (75 FT AGL)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
165	0	EA	$8,695.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Poles, Drill Shafts & Foundations; Pole Concrete
Poles, Drill Shafts & Foundations; Pole Concrete (100 FT AGL)

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
166	0	EA	$9,870.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Poles, Drill Shafts & Foundations; Pole Concrete
Poles, Drill Shafts & Foundations; Pole Concrete (120 FT AGL)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
167	0	EA	$2,100.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Poles, Drill Shafts & Foundations; Pole Steel
Poles, Drill Shafts & Foundations; Pole Steel (21 FT or Less AGL)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
168	0	EA	$2,415.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Poles, Drill Shafts & Foundations; Pole Steel
Poles, Drill Shafts & Foundations; Pole Steel (22 FT to 50 FT AGL)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
169	0	EA	$4,400.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Poles, Drill Shafts & Foundations; Pole Steel

Poles, Drill Shafts & Foundations; Pole Steel (51 FT or Greater AGL)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
170	0	EA	$1,200.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Poles, Drill Shafts & Foundations; Pole Fiberglass Direct
Poles, Drill Shafts & Foundations; Pole Fiberglass Direct Bury (51 FT or Less AGL)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
171	0	CUYD	$1,052.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Pole, Steel Foundation
Pole, Steel Foundation

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
172	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Poles, Drill Shafts & Foundations; Pole/Tower, Special
Poles, Drill Shafts & Foundations; Pole/Tower, Special (Major Materials)

Cost Plus ZERO%

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
173	0	EA	$1,350.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Pole, Wood (Class 3, 35 FT Penta or CCA)
Pole, Wood (Class 3, 35 FT Penta or CCA)

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
174	0	EA	$1,475.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Pole, Wood (Class 3, 45 FT Penta or CCA)
Pole, Wood (Class 3, 45 FT Penta or CCA)

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
175	0	CUYD	$1,700.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Pole, Drill Shaft Rock
Pole, Drill Shaft Rock Adder - Only to be used, in conjunction with Lines 163 - 171, 173 - 174. To be used when rock is encountered with any drill shaft or foundation.

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
176	0	CUYD	$775.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Pole, Drill Shaft Wet/Slurry Adder

Pole, Drill Shaft Wet/Slurry Adder - Only to be used, in conjunction with Lines 163 - 171. To be used when water or collapsing walls are encountered with any drill shaft or foundation.

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
177	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Hub Building, (Major Materials)
Hub Building, (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
178	0	EA	$4,302.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Hub Building, Set
Hub Building, Set

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
179	0	CUYD	$5,200.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Hub Building, Concrete Foundation
Hub Building, Concrete Foundation

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
180	0	EA	$375.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Hub Building, Component Replacement
Hub Building, Component Replacement

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
181	0	EA	$450.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Hub Building, Preventative Maintenance
Hub Building, Preventative Maintenance

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
182	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Backup Power, Generator (Major Materials)
Backup Power, Generator (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
183	0	EA	$1,100.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Backup Power, Generator Install (Up to 25KW)

Backup Power, Generator Install (Up to 25KW)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
184	0	EA	$1,150.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Backup Power, Generator Install (26KW to 50KW)
Backup Power, Generator Install (26KW to 50KW)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
185	0	EA	$1,600.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Backup Power, Generator Install (51KW or Greater)
Backup Power, Generator Install (51KW or Greater)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
186	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Backup Power, Generator Fuel Source (Major Materials)
Backup Power, Generator Fuel Source (Major Materials)

Cost Plus ZERO%

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
187	0	EA	$300.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Backup Power, Generator Maintain
Backup Power, Generator Maintain

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
188	1	EA	$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Backup Power, UPS (Major Materials)
Backup Power, UPS (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
189	0	EA	$500.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Backup Power, UPS Install ITS Cabinet
Backup Power, UPS Install ITS Cabinet

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
190	0	EA	$500.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Backup Power, UPS Install ITS Hub Cabinet

Backup Power, UPS Install ITS Hub Cabinet

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
191	0	EA	$500.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Backup Power, UPS Install Hub Building
Backup Power, UPS Install Hub Building

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
192	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Solar Equipment, (Major Materials)
Solar Equipment, (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
193	0	EA	$2,125.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Solar Equipment, Install
Solar Equipment, Install

Final

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
194	0	EA	$450.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Solar Equipment, Component Replacement
Solar Equipment, Component Replacement

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
195	0	EA	$375.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Solar Equipment, Preventative Maintenance
Solar Equipment, Preventative Maintenance

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
196	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, (Major Materials)
Miscellaneous Infrastructure, (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
197	0	EA	$40.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Fusion Splicing

Miscellaneous Infrastructure, Fusion Splicing

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
198	0	EA	$48.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Connectors
Miscellaneous Infrastructure, Connectors

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
199	0	EA	$50.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Fan out Kits
Miscellaneous Infrastructure, Fan out Kits

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
200	0	EA	$400.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Splice Closure Aerial 1 - 72 F
Miscellaneous Infrastructure, Splice Closure Aerial 1 - 72 Fiber

Final

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
201	0	EA	$450.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Splice Closure Aerial 73 - 14
Miscellaneous Infrastructure, Splice Closure Aerial 73 - 144 Fiber

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
202	0	EA	$400.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Splice Closure Underground
Miscellaneous Infrastructure, Splice Closure Underground 1 - 72 Fiber

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
203	0	EA	$450.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Splice Closure Underground 73
Miscellaneous Infrastructure, Splice Closure Underground 73 - 144 Fiber

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
204	0	EA	$400.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Splice Closure Aerial Re-Entry

COMMODITY / SERVICE INFORMATION

Miscellaneous Infrastructure, Splice Closure Aerial Re-Entry

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
205	0	EA	$400.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Splice Closure Underground
Miscellaneous Infrastructure, Splice Closure Underground Re-Entry

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
206	0	EA	$200.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Riser Assembly
Miscellaneous Infrastructure, Riser Assembly

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
207	0	EA	$650.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, CommBox, Type F1
Miscellaneous Infrastructure, CommBox, Type F1

Final

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
208	0	EA	$850.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, CommBox, Type F2
Miscellaneous Infrastructure, CommBox, Type F2

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
209	0	EA	$925.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, CommBox, Type F3
Miscellaneous Infrastructure, CommBox, Type F3

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
210	0	EA	$1,025.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, CommBox, Type F4
Miscellaneous Infrastructure, CommBox, Type F4

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
211	0	EA	$1,200.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, CommBox, Type F5

Miscellaneous Infrastructure, CommBox, Type F5

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
212	0	EA	$400.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Structure Mount Pull Box
Miscellaneous Infrastructure, Structure Mount Pull Box (24 In X 24 In X 12 In)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
213	0	EA	$425.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Structure Mount Pull Box
Miscellaneous Infrastructure, Structure Mount Pull Box (36 In X 36 In X 24 In)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
214	0	EA	$150.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Underground Pull Box
Miscellaneous Infrastructure, Underground Pull Box (11 In X 18 In X 12 In)

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
215	0	EA	$40.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Fiber Marker Post
Miscellaneous Infrastructure, Fiber Marker Post

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
216	0	EA	$40.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Frequency Locate Marker
Miscellaneous Infrastructure, Frequency Locate Marker

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
217	0	EA	$40.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Frequency Locate Marker Adder
Miscellaneous Infrastructure, Frequency Locate Marker Adder for Commbox Lid

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
218	0	EA	$1,800.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Grounding Grid

Miscellaneous Infrastructure, Grounding Grid

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
219	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous Infrastructure, Grounding Grid for Rock Soils
Miscellaneous Infrastructure, Grounding Grid for Rock Soils (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
220	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous, Tower/Structure Space Lease (Major Materials)
Miscellaneous, Tower/Structure Space Lease (Major Materials)

Cost Plus ZERO%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
221	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous, Fiber or Copper Connection Lease
Miscellaneous, Fiber or Copper Connection Lease (Major Materials)

Cost Plus ZERO%

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
222	0	EA	$1,400.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous, Small ITS Device Removal
Miscellaneous, Small ITS Device Removal - Includes the labor and equipment for any ITS device removal. Excludes DMS, Structures, HAR Signs, Poles, Electrical Service, all underground facilities, radios over 40 FT AGL, and aerial fiber lines.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
223	0	EA	$2,800.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous, Large ITS Device Removal - Includes DMS
Miscellaneous, Large ITS Device Removal - Includes DMS, Structures, HAR Signs, and radios over 40 FT AGL. Excludes electrical service, all underground facilities, and aerial fiber lines.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
224	0	EA	$1,800.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous, Radio Device (Over 40 FT AGL) Removal
Miscellaneous, Radio Device (Over 40 FT AGL) Removal - Includes Radios over 40 FT AGL. Excludes electrical service, all underground facilities, and aerial fiber lines.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
225	0	EA	$4,600.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and

Miscellaneous, Pole/Structure Removal
Miscellaneous, Pole/Structure Removal - Includes Poles and Structures. Excludes Hub Buildings.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
226	0	LNFT	$2.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous, Underground Fiber/Electrical Conductor
Miscellaneous, Underground Fiber/Electrical Conductor Removal - Includes underground fiber cable, splice enclosure removal, and electrical conductor.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
227	0	LNFT	$10.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous, Underground Raceway Removal
Miscellaneous, Underground Raceway Removal - Includes the complete removal of the conduit raceway from the right-of-way.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
228	0	EA	$250.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous, Underground Pullbox/Manhole Removal
Miscellaneous, Underground Pullbox/Manhole Removal - Includes the complete removal and backfill of pullboxes and manholes.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
229	0	LNFT	$800.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous, Aerial Facilities Removal
Miscellaneous, Aerial Facilities Removal - Includes all aerial facilities. Excludes pole removal.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
230	0	EA	$1,200.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Miscellaneous, Electrical service Removal
Miscellaneous, Electrical service Removal - Include the removal of the electrical power service, rack, and wood pole.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
231	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Site Infrastructure, Concrete (Major Materials)
Site Infrastructure, Concrete (Major Materials)

Cost Plus 1 (one)%

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
232	0	SQYD	$64.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Site Infrastructure, Concrete Pad Form 6 INCH

Final

Site Infrastructure, Concrete Pad Form 6 INCH Thickness or Less

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
233	0	LNFT	$68.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Site Infrastructure, Fence
Site Infrastructure, Fence

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
234	0	EA	$720.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Site Infrastructure, Gate
Site Infrastructure, Gate

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
235	0	LNFT	$3.500000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Site Infrastructure, Silt Fence
Site Infrastructure, Silt Fence

F&I

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
236	0	TON	$40.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Site Infrastructure, Gravel #57 Stone
Site Infrastructure, Gravel #57 Stone

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
237	0	TON	$40.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Site Infrastructure, #810 Crushed Agg Base
Site Infrastructure, #810 Crushed Agg Base

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
238	0	TON	$40.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Site Infrastructure, Washed Sand
Site Infrastructure, Washed Sand

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
239	0	SQYD	$95.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Concrete & Asphalt Removal

Concrete & Asphalt Removal - Includes removal and disposal of concrete and/or asphalt.

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
240	0	CUYD	$100.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and Debris Removal
Debris Removal - Includes removal and disposal of debris on the right-of-way.

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
241	0	EA	$1,800.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and Traffic Control, Single Lane Closure State Non-Interstate
Traffic Control, Single Lane Closure State Non-Interstate

Materials

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
242	0	EA	$1,800.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and Traffic Control, Single Lane Closure Interstate
Traffic Control, Single Lane Closure Interstate

Materials

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
243	0	EA	$2,500.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and Traffic Control, Double Lane Closure State Non-Interstate
Traffic Control, Double Lane Closure State Non-Interstate

Materials

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
244	0	EA	$2,500.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and Traffic Control, Double Lane Closure Interstate
Traffic Control, Double Lane Closure Interstate

Materials

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
245	0	EA	$1,800.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and Traffic Control, Diversion
Traffic Control, Diversion

Materials

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
246	0	EA	$1,000.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and Traffic Control, MOT (Maintenance of Traffic)

Traffic Control, MOT (Maintenance of Traffic)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
247	0	HOUR	$60.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Traffic Control, Uniform Police Officer
Traffic Control, Uniform Police Officer - Includes furnishing a uniformed police officer for assistance with Lane closures, maintenance of traffic and/or detours.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
248	0	DAY	$1,500.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Traffic Control, Attenuator Truck
Traffic Control, Attenuator Truck - Includes truck and operator.

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
249	0	DAY	$40.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Traffic Control, Portable Changeable Message Board
Traffic Control, Portable Changeable Message Board - Includes sign, delivery to site, and programing.

Final

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
250	0	HOUR	$165.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Technical Services, Project Site Visit
Technical Services, Project Site Visit

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
251	0	HOUR	$165.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Technical Services, Project Design
Technical Services, Project Design

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
252	0	HOUR	$165.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Technical Services, Communication Diagnostic Time
Technical Services, Communication Diagnostic Time

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
253	0	HOUR	$165.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Technical Services, Electrical Diagnostic Time

Technical Services, Electrical Diagnostic Time

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
254	0	HOUR	$165.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Technical Services, 811 Locate On Call
Technical Services, 811 Locate On Call

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
255	0	HOUR	$165.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Technical Services, After Hours, Weekends, and Holiday's
Technical Services, After Hours, Weekends, and Holiday's Call Out

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
256	0	HOUR	$165.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Technical Services, State of Alabama Licensed Electrician
Technical Services, State of Alabama Licensed Electrician

Final

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
257	0	HOUR	$165.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Technical Services, ITS Technician
Technical Services, ITS Technician

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
258	0	HOUR	$165.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Technical Services, Network Engineer/Technician
Technical Services, Network Engineer/Technician (Must have at least 5 years experience in network construction and maintenance.)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
259	0	HOUR	$165.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Technical Services, Fiber Technician
Technical Services, Fiber Technician (ETA, IMSA, or FOA Certified)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
260	0	HOUR	$135.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Technical Services, Traffic Signal IMSA Level II Technician

Technical Services, Traffic Signal IMSA Level II Technician

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
261	0	HOUR	$210.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Technical Services, Project Manager
Technical Services, Project Manager (Must have 5 years or more experience in the ITS field.)

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
262	0	HOUR	$270.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Technical Services, Certified Tower Climber
Technical Services, Certified Tower Climber

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
263	0		$0.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
FAMS Annual ITS WAN Connection (Major Materials)
FAMS Annual ITS WAN Connection (Major Materials)

Cost Plus ZERO%

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
264	0	MI	$2,800.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
FAMS Field Communication Data Collection
FAMS Field Communication Data Collection

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
265	0	EA	$450.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
FAMS Field Device/Site Collection Entry
FAMS Field Device/Site Collection Entry

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
266	0	EA	$13,800.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
FAMS Help Desk Region Operational Fee
FAMS Help Desk Region Operational Fee

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
267	0	EA	$900.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
811 Locate Annual Region Connection Fee

COMMODITY / SERVICE INFORMATION

811 Locate Annual Region Connection Fee

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
268	0	EA	$5.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
811 Locate Region Ticket Process Fee
811 Locate Region Ticket Process Fee

F&I

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
269	0	MI	$750.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
811 Locate
811 Locate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
270	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
DMS Daily Rate
DMS Daily Rate

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
271	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
CCTV Daily Rate
CCTV Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
272	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Vehicle Detection (Non-Intrusive) Daily Rate
Vehicle Detection (Non-Intrusive) Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
273	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Vehicle Detection (Intrusive Non-Interstate) Daily Rate
Vehicle Detection (Intrusive Non-Interstate) Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
274	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Vehicle Detection (Intrusive Interstate) Daily Rate

COMMODITY / SERVICE INFORMATION
Vehicle Detection (Intrusive Interstate) Daily Rate Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
275	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
CMES Daily Rate
CMES Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
276	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
AMES Daily Rate
AMES Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
277	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
FMES Daily Rate
FMES Daily Rate

Labor & Equipment

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
278	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Endpoint Radio Daily Rate
Endpoint Radio Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
279	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Backhaul Radio Daily Rate
Backhaul Radio Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
280	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Cellular Modem Daily Rate
Cellular Modem Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
281	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
ITS Cabinet Daily Rate

ITS Cabinet Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
282	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
ITS Hub Cabinet Daily Rate
ITS Hub Cabinet Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
283	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
ITS Hub Building Daily Rate
ITS Hub Building Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
284	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Environmental Sensor Daily Rate
Environmental Sensor Daily Rate

Final

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
285	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
HAR Radio Daily Rate
HAR Radio Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
286	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Generator Daily Rate
Generator Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
287	0	EA	$4.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
UPS Daily Rate
UPS Daily Rate

Labor & Equipment

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
288	0	MI	$1,750.000000	$0.00			$0.00	$0.00

93649 - Intelligent Transportation Systems Equipment Maintenance and
Fiber Network Plant Maintain Per Mile Rate

COMMODITY / SERVICE INFORMATION
Fiber Network Plant Maintain Per Mile Rate Labor & Equipment

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved: 

Purchasing Director

APPROVALS			
Date	**Status Before**	**Status After**	**Approver**

Final

TERMS AND CONDITIONS

Price Increase:
At the renewal of each contract period, up to a 5% price increase may be allowed, if agreed upon by both the contract vendor and the State of Alabama. The request for a price increase must have justifiable proof in writing and be submitted to the State of Alabama sixty (60) days prior to renewal date. Justifiable proof may be copies of materials, fuel, or labor costs increase over the current year of the contract. Any price increase allowed will be based on a percentage difference of the current contract price in effect and must not exceed 5%. Any price resulting from an agreed upon increase, must be firm for the next 12 month period of the contract.

Liability Insurance:
Vendor should submit with their bid proof of liability insurance in the amount of $1,000,000.00 per occurrence, 2,000.000.00 aggregate. In addition, vendor should submit with their bid proof of workman's compensation insurance sufficient to satisfy all legal requirements of the State of Alabama. If awarded the contract, these insure must remain in effect for the entire period of the contract including each of the contract renewal periods. Failure to provide the insurance documents with your bid will delay the bid evaluation and award process.

Contract period:
Establish a 12 month contract with an option to extend for a second, third, fourth, and fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth, or fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12 month period expires. Any successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

Firm Pricing:
All prices quoted must be firm for a period of one (1) year from the vendor's notification of award.

Payment:
The State of Alabama pays thirty (30) days in arrears after receipt of invoice.

Quality of materials and labor:
Materials used that are not otherwise specified shall be the kind and quality consistent with the trade practice for such work and shall comply with all local codes. All labor shall be well experienced in this type work and it shall be completed in a professional manner.

AGENDA ITEM SUMMARY SHEET

Agenda of:5/14/2024

Submitted by:
Nick Amberger, P.E., Engineering Department

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To accept agreement with Mobile County Commission for paving in city segments.

Amount of Contract:
$18,848.00

Funding Source

Project # C0958 **Discretionary Funds**

Project String 2000.2000.48010 **Contract Number:**4945

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resurfacing	Cover Memo	4/24/2024
resolution	Cover Memo	5/2/2024

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	4/24/2024 - 4:58 PM
Capital	Rhodes, Brenda	Approved	4/26/2024 - 5:15 PM
Legal	Kern, Chris	Approved	4/26/2024 - 5:17 PM
Mayors Office	Barber, James	Approved	5/2/2024 - 1:11 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: County Paving City Segments-Unicorp

CAPITAL PROJECT # C0958 **DATE OF RECEIPT** _____

DEPT. PROJECT # 2024-3005-13

PROJECT DESCRIPTION Resurfacing-County Paving (Unicorp in West Mobile) City Segments

CONTRACT AMOUNT $ 18,848.00

VENDOR NAME Mobile County Commission

VENDOR NUMBER 1010

DEPT # 3005 **DEPT NAME** Engineering

CONTRACT ADMINISTRATOR Nick Amberger

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 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: Jessica White **Date** 4/24/2024

Revised 5/16/2022 Tiffany Hollins

INTERGOVERNMENTAL AGREEMENT BETWEEN MOBILE COUNTY AND THE CITY OF MOBILE FOR STREET RESURFACING

WHEREAS, Mobile County, Alabama ("County"), a body corporate, politic, and a political subdivision of the State of Alabama, by and through the Mobile County Commission, and the City of Mobile, Alabama, a municipal corporation located in the County, acting by and through its duly authorized Mayor ("City"), are authorized to expend public funds when a public purpose will be served thereby; and, each finding that a public purpose will be served by the expenditure of funds described herein; and

WHEREAS, Counties and Municipalities in the State of Alabama may enter into mutual agreements; and

WHEREAS, the County and the City wish to agree to facilitate the resurfacing of certain streets in which portions of the street are the maintenance responsibility of the County and other portions of the street are the maintenance responsibility of the City respectively, to wit: Border Circle W. (623 ft. maintained by County, 216 ft. maintained by City), Border Circle E. (450 ft. maintained by County, 410 ft. maintained by City), Center Street (384 ft. maintained by County, 317 ft. maintained by City), and Cedar Street (1530 ft. maintained by County, 150 ft. maintained by City) (hereafter "the Project"; and

WHEREAS, the City wishes the County to engage and/or perform such work which is required for asphalt resurfacing of the portions of streets herein described and the City wishes to provide funding for materials required for said resurfacing of the City maintained portions of the streets; and

WHEREAS, the County and the City deem it necessary and desirable to set out the terms of this agreement with regard to the funding of the Project;

NOW THEREFORE, in consideration of the premises and the public purposes to be served thereby, the County and the City ("Parties") enter into the following mutual agreement:

1. That the County will undertake a one-time asphalt resurfacing project and provide such labor, services and equipment for said resurfacing at the locations as described hereinabove. The means and methods by which such is performed shall be within the County's sole discretion. County shall remain responsible for the design, improvements, and construction of the Project, during the duration of the one-time asphalt resurfacing project until such time as the resurfacing project is completed by the County.

2. That the City will appropriate for the use of the County the sum of $18,848.00 ("the Funds") for asphalt materials to be used for resurfacing of the City maintained portions of the streets as described hereinabove as the Project.

3. That the County agrees to utilize the Funds solely for asphalt materials to be used as provided herein. These funds shall supplement, not supplant, any contribution from the County.

4. That the funds will be disbursed in a single payment of Eighteen Thousand Eight Hundred Forty-Eight and 00/00 ($18,848.00), upon full execution of this Agreement by the Parties.

5. That said payment shall be paid within thirty (30) days of submission of an invoice to the City's accounting department unless an agreement between the Parties indicates otherwise.

6. The agreement shall continue for so long as needed for completion of the resurfacing project, but in no event longer than twelve (12) months from the date this agreement is last signed.

7. In the event the Project is not completed within twelve months of execution, or if the Funds are not used for the Project, the County shall return and refund the Funds to the City in full.

8. Neither County nor any of its agents or contractors used for the Project shall be deemed to be the agent of the City but rather shall be deemed to be an independent contractor in every respect. City does not and will not assume any responsibility for the means by which or manner in which services by the County or its agents or Contractors are performed.

IN WITNESS WHEREOF, the Parties have each caused this instrument to be executed on the date or dates set out below the signature of their duly authorized representatives.

ATTEST: MOBILE COUNTY COMMISSION

E. Edwin Kerr, Interim County Administrator

Randall Dueitt, President

Date: _____

ATTEST: CITY OF MOBILE, ALABAMA

Lisa C. Lambert, City Clerk

William S. Stimpson, Mayor

Date: _____

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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, an agreement, by and between the City of Mobile and the company listed below, for work as outlined in the agreement attached hereto and made a part hereof as set forth in full, subject to the company signing the agreement and furnishing the required bonds and insurance. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company:	Mobile County Commission
Project Name:	County Paving City Segments-Unicorp (A.K.A. Intergovernmental Agreement Between Mobile County and the City of Mobile for Street Resurfacing) COM Project# 2024-3005-13

Estimated Cost: $18,848.00

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:5/14/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Galls LLC for 155 sets of Point Blank FRK-720 body armor and 17 PARACLETE MICH helmets for MFRD.
Federal Assistance to Firefighters Grant

Amount of Contract:

$116,888.80

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240501 Galls Agenda Package POs	Cover Memo	5/2/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	5/2/2024 - 1:13 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
8344	2024	(1510) FIRE ADMINISTRATION	POINT BLANK FRK-720 BALLISTIC BODY ARMOR AND PARACLETE MICH HELMETS FOR MFRD (SEALED BID 5874)	$116,853.00	(070216) GALLS LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00008344-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5501.30.15.0000.0000.1510.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
GALLS LLC	FIRE CENTRAL SUPPLY
P O BOX 71628	2851 OLD SHELL ROAD
	MOBILE, AL 36607
CHICAGO, IL 60694-1628	RICHARDSONV@CITYOFMOBILE.ORG
Tel#859-266-7227	Delivery Reference
Fax 859-269-3492	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/25/24	070216				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE AND BID 5874			
001	BALLISTIC BODY ARMOR FRK-720 PLATE CARRIER W/ CIIIA ARMOR AND HI VIS CUMMBERBUND MODEL #: PCGUCDBV0J - NO SUBSTITUTIONS Dual bottom loading plate pockets on front and back to fit two sizes of plate. All sizes fit 10” X 12” 2” webbing adjustable shoulder strap with removable foam padded shoulders External cummerbunds feature envelope style opening at the top for ballistic inserts with an elastic hook/loop strap system on the inside for side hard armor plates. 360 degree MOLLE throughout the carrier Hi-Visibility I.D. panels front and back with FIRE in red and yellow background. Cable routing elastic tabs. Vendor Item	155.00 EACH	720.00000	111600.00
	1 5501.30.15.0000.0000.1510.0000.0000.47010.			

Bill To	Requisition 00008344-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5501.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 910520704 Status: Approved Page 2

Vendor	Ship To
GALLS LLC P O BOX 71628 CHICAGO, IL 60694-1628 Tel#859-266-7227 Fax 859-269-3492	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/25/24	070216				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	E G-FDSHIELD.CAPEQUIPMT. .			111600.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	HELMET: BALLISTIC ARMOR HELMET MICH FULL CUT WITH 7 PAD SYSTEM AND DIAL HARNESS o MODEL #: HLMBOAFM00 - NO SUBSTITUTIONS o Protection level: NIJ 0106.01 Level IIIA, HP White 0401.01B kvel IIIA and exceeds US mil spec for ACH helmet for 2, 4, 16,64, 17 grain fragments. o Weight: 2 .7 - 2 .98 lbs o Size TDB Vendor Item	17.00 EACH	309.00000	5253.00
1	5501.30.15.0000.0000.1510.0000.0000.47010. E G-FDSHIELD.CAPEQUIPMT. .			5253.00

Bill To	Requisition 00008344-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5501.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 910520704 Status: Approved Page 3

Vendor	Ship To
GALLS LLC P O BOX 71628 CHICAGO, IL 60694-1628 Tel#859-266-7227 Fax 859-269-3492	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/25/24	070216				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 116853.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E G-FDSHIELD.CAPEQUIPMT. .	116853.00	35.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
5501.30.15.0000.0000.1510.0000.0000.47010.	116853.00	

AL HOMELAND SECURITY EXP EQUIPMENT (GREATER $5000)

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	04/25/24	BARRY GLISSON	
Approved	04/25/24	JOHNNY MORRIS	Auto approved by: 910512538
Approved	04/25/24	JAMES FRANK	Auto approved by: 910512538

Bill To	Requisition 00008344-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5501.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 910520704 Status: Approved Page 4

Vendor	Ship To
GALLS LLC P O BOX 71628 CHICAGO, IL 60694-1628 Tel#859-266-7227 Fax 859-269-3492	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/25/24	070216				FIRE ADMINISTRATION

LN	Description / Account			Qty	Unit Price	Net Price
	Unknown	05/01/24	LAPORTSIA NETTLES			
	Approved	05/01/24	TRAVIS MARSHALL		Auto approved by: 910520251	
	Approved	05/01/24	LAPORTSIA NETTLES		BUDGET AMENDMENT APPROVED	
	Approved	05/01/24	SHAUNAGYE SIMMS		Auto approved by: 910520251	
	Approved	05/01/24	RANDY THREADGILL		Auto approved by: 910520251	
	Approved	05/01/24	DONALD ROSE		Auto approved by: 910520704	
	Approved	05/01/24	SANDRA LEWIS		Auto approved by: 910520704	
	Approved	05/01/24	STEVEN KRONINGER		Auto approved by: 910520704	
	Approved	05/01/24	SAMANTHA COOLEY			
	Approved	05/01/24	JOHN PAINE		Auto approved by: 910520704	
	Approved	05/01/24	MICHAEL SPAFFORD		Auto approved by: 910520704	
	Approved	05/01/24	JOHN PAINE		Auto approved by: 910520704	

Authorized By: _____ Date: _____
Signature

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
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 009

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
4/1/2024	5874	Fire Dept	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Tuesday, April 16, 2024

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.					

This bid cancels and replaces City of Mobile Bid #5867.

BALLISTIC ARMOR

APPX QTY 1-140

BALLISTIC BODY ARMOR
FRK-720 PLATE CARRIER W/ CIIIA ARMOR AND HI VIS CUMBERBUND

- **MODEL #: PCGUCDBV0J - NO SUBSTITUTIONS**
  - Dual bottom loading plate pockets on front and back to fit two sizes of plate. All sizes fit 10" X 12"
  - 2" webbing adjustable shoulder strap with removable foam padded shoulders
  - External cummerbunds feature envelope style opening at the top for ballistic inserts with an elastic hook/loop strap system on the inside for side hard armor plates.
    - Size XL shall be supplied.
  - 360 degree MOLLE throughout the carrier
  - Hi-Visibility I.D. panels front and back with FIRE in red and yellow background.
  - Cable routing elastic tabs.

Make_____ Model_____

*Product liability insurance: Vest manufacturer shall agree to provide a minimum of $26,000,000 product liability insurance coverage on delivered vests.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

Firm Name _____

Signature _____

Type or Print Name _____

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 changed 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 an exemption certificate will be issued in lieu of same. The City is exempt from the State of 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) 208-7462 or cityofmobile.org/business-license-overview/

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 may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

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

APPX QTY 1-140

BALLISTIC ARMOR HELMET
MICH FULL CUT WITH 7 PAD SYSTEM AND DIAL HARNESS

- **MODEL #: HLMBOAFM00 - NO SUBSTITUTIONS**
  - Protection level: NIJ 0106.01 Level IIIA, HP White 0401.01B Level IIIA and exceeds US mil spec for ACH helmet for 2, 4, 16, 64, 17 grain fragments.
  - Weight: 2.7 – 2.98 lbs
  - Size TBD

Make_____Model_____

APPX 1-280

STEEL PLATE 555, 10X12 FULL SIZE

- **MODEL #: PLT450FSFQ - NO SUBSTITUTIONS**
  - Protection type/level: III
  - The 555 steel plate shall be supplied wit ha spall solution.
  - Supplied for front and back plates
  - Thickness: 0.38”
  - Curvature: Single Curve
  - Steel construction
  - Weight: 8.69 lbs

Make_____Model_____

APPX 1-65

LOWER AB AND BACK WITH CIIIA ARMOR BALLISTIC COVERAGE ADD ON TO THE TACTICAL VEST LISTED ABOVE - NO SUBSTITUTIONS

- For tactical components for SRV, RMV-IV, SOHPC, APC-IV, ARMIS
- NIJ – CPL Model: CIIIA-3
- Threat Level: IIIA

Make_____Model_____

QUANTITIES LISTED ARE APPROXIMATIONS.

Provide literature and specifications on product bid.

Upon award the City will purchase a minimum of one (1) item each.

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/

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 Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 3 of 3					

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.

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

Pricing to be firm for the six (6) month period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for two (2) additional six (6

TO BE AWARDED ON A LINE-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.

Additional Terms Relating to Purchases with Federal Grant Awards

1, FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

2. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

3. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the bid awardee fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including

bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

(a) Bid awardee (or "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

(b) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

7. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over $100k)

Bid awardee will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Bid awardee will immediately notify the City of the receipt of

any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award. All protests shall include the following information:

(i) The name, address, and telephone number of the protestor;

(ii) The signature of the protestor or an authorized representative of the protestor;

(iii) Identification of the bid being protested;

(iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents:

(v) The form of relief requested

(b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting parting in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

10. ANTI-LOBBYING CERTIFICATION (For bid awards over $100,000).

(a). 2 CFR 200 – Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

Apply these clauses only if construction bid awards over $2,000 funded by federal grants.

11. CONSTRUCTION AWARDS – DAVIS-BACON ACT AND COPELAND ANTKICKBACK ACT

(a) For construction bid awards (or "contracts"), the following Davis-Bacon Act provisions apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the

agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

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:5/14/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to SHI International Corp for annual subscription renewal for Rock Solid citizen engagement software.
General fund.

Amount of Contract:

$54,485.78

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

ATTACHMENTS:

Description	Type	Upload Date
20240430 SHI Agenda Package POs	Cover Memo	4/30/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	5/2/2024 - 1:14 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
7861	2024	(5000) INFORMATION TECHNOLOGY	ANNUAL SUBSCRIPTION RENEWAL FOR ROCK SOLID CITIZEN ENGAGEMENT SOFTWARE (BID EXEMPT AS SOFTWARE)	$54,485.78	(272641) SHI INTERNATIONAL CORP

Adopted:

_____
City Clerk

Bill To	Requisition 00007861-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/15/24	272641	04/15/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER STATE OF ALABAMA CONTRACT MA230000003919 AND YOUR QUOTE #24728013. NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) CONTRACT.			
001	Platform - Enterprise: Subscription Granicus - Part#: NPN-GRANI-PLATF Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 6/28/2024 - 6/27/2025	1.00 EACH	40676.09000	40676.09
	1 1000.10.23.5000.5000.5000.0000.0000.42115.			40676.09
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	Knowledge Base: Subscription	1.00	6277.08000	6277.08

Bill To	Requisition 00007861-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/15/24	272641	04/15/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Granicus - Part#: NPN-GRANI-KNOWL Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 6/28/2024 - 6/27/2025	EACH		
1	1000.10.23.5000.5000.5000.0000.0000.42115.			6277.08
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	Staging Instance: Subscription Granicus - Part#: NPN-GRANI-STAGI Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 6/28/2024 - 6/27/2025	1.00 EACH	7532.61000	7532.61

Bill To	Requisition 00007861-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/15/24	272641	04/15/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.10.23.5000.5000.5000.0000.0000.42115.			7532.61

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
SCOTT KEARNEY

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 54485.78

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115. INFORMATION TECHNOLOGY EXP SOFTWARE COSTS	54485.78	817007.60

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	04/15/24	GREG HOLLIDAY	Auto approved by: 91057606
Approved	04/15/24	SCOTT KEARNEY	
Approved	04/15/24	UDARA JAYASENA	Auto approved by: 91057606
Approved	04/29/24	DONALD ROSE	Approved by: 9105fola
Approved	04/29/24	SANDRA LEWIS	Auto approved by: 910516727

Bill To	Requisition 00007861-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/15/24	272641	04/15/24			INFORMATION TECHNOLOGY

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	04/29/24	STEVEN KRONINGER		Auto approved by: 910516727	
	Approved	04/29/24	SAMANTHA COOLEY		Auto approved by: 910516727	
	Approved	04/29/24	JOHN PAINE		Auto approved by: 910516727	
	Approved	04/29/24	MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

Contract: MA230000003919 - Software, Valued Added Reseller

Contract Header

Contract
Software, Valued Added Reseller

Type
Master Agreement

Supplier
SHI INTERNATIONAL CORP

Contract Code
MA230000003919

Linked Solicitation

Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Jennifer	Loretz	jennifer.loretz@purchasing.alabama.gov	334-242-7370

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Raegan	Harris	Raegan_Harris@SHI.com	205-522-6749
Raegan	Harris	Raegan_Harris@SHI.com	205-522-6749
SouthEastTeamGov@shi.com	SHI PO Contact	SouthEastTeamGov@SHI.com	800-715-3197
Jeremy	Neff	Jeremy_neff@shi.com	251-259-8388
Jeremy	Neff	Jeremy_neff@shi.com	251-259-8388

5 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
4/1/2023

End Date
4/24/2027

Documents

- State of Alabama PA(031623).docx.pdf
- Cost Plus pricing NASPO SVAR - Alabama.pdf

Items

Item Name	Product Code	UOM
Software	230000003919-01	Each
Software, consumption based only	230000003919-02	USD
SHI PunchOut	shi	Each

AGENDA ITEM SUMMARY SHEET

Agenda of:5/14/2024

Submitted by:

Cheri Boucher, Accreditation Manager

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To transfer $40,000.00 from General Fund, Public Works Exec Admin; (Fund 1000) to Capital Improvement Fund (Fund 2000) Capital Project #C0710 City-Wide Resilience Assessment Plan.

Funding Source

Project # Citywide Resilience Assessment and Plan **Discretionary Funds**

Project String 2000.2000 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resilience Assessment and Plan	Cover Memo	5/2/2024

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Hollins, Tiffany	Approved	5/2/2024 - 4:36 PM
Budget	Collins, Scott	Approved	5/2/2024 - 5:44 PM
Legal	Kern, Chris	Approved	5/3/2024 - 10:23 AM
Legal	Kern, Chris	Approved	5/3/2024 - 10:23 AM
Mayors Office	Barber, James	Approved	5/3/2024 - 10:26 AM

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $40,000.00 be transferred from the General Fund, Public Works Exec Admin, ($20,000.00 from 10042000.42200 and $20,000.00 from 10042000.40010) to the Capital Project Fund C0710 to be used for the City-Wide Resilience Assessment and Plan.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:5/14/2024

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson and Councilmember Carroll

Purpose and Scope of Project:

Consultant will provide a structural inspection of the Cruise Terminal parking garage, preparation of a scope of repairs, and production of the contract documents for the implementation of those repairs.

Amount of Contract:

$20,000.00

Funding Source

Project # Cruise Terminal Parking Garage Phase IV Repairs CT-009-24	**Discretionary Funds**
Project String C0642 Cruise Terminal Parking Garage Phase IV Repairs (20002000-42200)	**Contract Number:**4949
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
CT-009-24_Routing package	Cover Memo	4/18/2024

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	5/2/2024 - 9:19 AM
Capital	Rhodes, Brenda	Approved	5/2/2024 - 10:13 AM
			5/2/2024 - 11:13

Legal	Kern, Chris	Approved	AM
Mayors Office	Barber, James	Approved	5/2/2024 - 1:11 PM

RESOLUTION

2024

Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

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:	Barter & Associates, Inc.
Project Name:	Cruise Terminal Parking Garage Phase IV Repairs
Project Number:	CT-009-24
Amount:	$20,000.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Cruise Terminal Parking Garage Phase IV Repairs

CAPITAL PROJECT #: C0642 (20002000-42200)

CONTRACT AMOUNT: $20,000.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: CT-009-24

PROJECT DESCRIPTION: Consultant will provide a structural inspection of the Cruise Terminal parking garage, preparation of a scope of repairs, and production of the contract documents for the implementation of those repairs.

VENDOR NAME: Barter & Associates, Inc.

VENDOR NUMBER: 21377

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (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 ___ N X ; 5% of the 1st 50% **X** 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: *Emma Dean* – Office Assistant I **Date:** 04/18/2024

CITY OF MOBILE
AGREEMENT BETWEEN OWNER AND CONSULTANT
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

This Agreement made and entered into this _____.

BETWEEN the Owner: CITY OF MOBILE
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633

And the Consultant: Barter & Associates, Inc.
1614 Government Street
Mobile, AL 36604

City of Mobile Business License No.: 041260

Secretary of State Registration No.: 000-146-563

For the following Project: Cruise Terminal Parking Garage Phase IV Repairs
201 South Water Street
Mobile, Alabama 36602

Project Number: CT-009-24

The Owner and Consultant agree as set forth below:

1.1 CONSULTANT'S SERVICE

1.1.1 The Consultant's services consist of those described herewith and as outlined in the Consultant's Proposal for a sum not to exceed TWENTY THOUSAND AND 00/100 DOLLARS ($20,000.00).

1.1.2 The Consultant's services shall be as stated in the attached Fee Proposal dated March 7,2024,, respectively.

1.1.3 The Consultant shall provide professional services as set forth in this Agreement. The Consultant represents that it is properly licensed in the jurisdiction where the project is located to provide services required by this Agreement, or shall cause such services to be performed by appropriately licensed professionals. As a licensed professional the Consultant shall affix to all appropriate documents his or her "Professional Seal".

1.1.4 If Additional Services are required due to circumstances beyond the Consultant's control, the Consultant shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Consultant's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

2.1 OWNER/CONSULTANT REPRESENTATIVES

2.1.1 The Owner Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Consultant is the Owner Representative.

2.1.2 CONSULTANT IN CHARGE

Firm Name:	Barter & Associates, Inc.
Address:	1614 Government Street
Phone Number:	251-473-8354
Email address:	mbarter@barterse.com
Name:	Marc Barter, P.E., S.E., SECB
Eng. License No:	12749

3.1 GENERAL REQUIREMENTS

3.1.1 The Consultant shall deliver the Work complete within Sixty (60) calendar days from the date of the Written Notice to Proceed. Deliverables shall be Two (2) sets of original sealed Documents, along with Electronic Digital Form files for all documents, Word format documents and drawings, and other applicable documents.

3.1.2 The Owner and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, in respect of all covenants of this Agreement. Consultant shall not assign, sublet or transfer his or its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

3.1.3 This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or any standards as a part of the Agreement either written or oral. The Owner and Consultant may amend this Agreement only by written instrument signed by both parties.

3.1.4 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 any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a sub-consultant 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.

3.1.5 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.

3.1.6 Filing fees, permit fees, and review fees, as may be required by City of Mobile departments, are hereby waived.

3.1.7 The Consultant shall maintain insurance in accordance with Section 4.1, Insurance. If the Certificate of Insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence Consultant's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement.

3.1.8 Payments will be made to the Consultant in accordance with the attached Consultant's Proposal dated March 7, 2024.

4.1 INSURANCE

For the term of this Agreement, Consultant shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall be endorsed to name the City of Mobile as an additional insured,*** and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability

Regardless of any "minimum requirements" of the State of Alabama, Consultant shall obtain Workers' Compensation insurance covering all workers involved in the Project and Employer's Liability insurance. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy.

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

3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. Commercial General Liability Insurance

Consultant shall also obtain Commercial General Liability coverage (occurrence form) including coverage for products/completed operations, independent Consultants, and blanket contractual liability, specifically covering the obligations assumed by Consultant with the following minimums:

1. $1,000,000 Each Occurrence (combined single limit for bodily injury and property damage)

2. $2,000,000 Products/Completed Operations aggregate

3. $1,000,000 Personal and Advertising Injury per person/organization

4. $2,000,000 General Aggregate Limit per Project

C. Automobile Liability Insurance

Consultant shall also obtain a minimum of $1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(If Consultant does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)*

D. Commercial Umbrella Liability Insurance

Consultant shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions *(if required)* policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. Umbrella limits shall be at least $2,000,000 per line of coverage.

E. Professional Liability Insurance

1. Projects $0 - $1,000,000 $1,000,000/$2,000,000 annual aggregate

F. Certificates of Insurance

The standard ACORD format shall be provided. The policy endorsements listed in this section are required and must be listed in 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).*

Consultant and/or any Subconsultants shall provide City of Mobile with valid certificates of insurance (standard ACORD format) within ten (10) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Consultant/Subconsultant's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self-Insured Retentions for each policy shall not exceed $5,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Consultant shall ensure that each Subconsultant complies with the terms of this Section.

G. Additional Insureds

These liability policies shall endorse City of Mobile as an **Additional Insured**. Coverage for City of Mobile and their officers, directors, and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability

policy be used to satisfy the above required limits, said policy will also be endorsed to include the Consultant, Owner et al. as an additional insured. Additionally, Consultant agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

City of Mobile
P.O. Box 1827
Mobile, AL 36633

H. Insurance Requirement for Subconsultants

Consultant shall ensure that its Subconsultants of any tier shall procure and maintain insurance that complies with the requirements set forth in this Agreement, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the Subconsultants entering the site.

I. Cancellation

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Consultant/Subconsultant shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

J. Waiver of Subrogation

Consultant shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Consultant shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

K. Professional Errors and Omissions

If "Professional" services are rendered in this service contract, then minimum coverage limits of $1,000,000 each claim and Policy Aggregate, an Extended Discovery period to apply for at least two (2) years after Consultant's work is accepted by City of Mobile and a deductible not to exceed $10,000, for which Consultant will remain solely responsible for,

shall apply. OPTION- If the Self-Insured Retention (SIR) exceeds $10,000, then City of Mobile shall have the right to review the Consultant's most recent Audited financial statement.

"Claims-made" policies shall carry a retroactive date prior to the effective date of this project. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, or any other circumstance that triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this project, then Consultant shall purchase a SERP with a minimum reporting period of not less than two (2) years. The requirement to purchase a SERP shall not relieve the Consultant of the obligation to provide replacement coverage.

5.1 CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Consultant's Proposal as accepted by the City, and other documents listed in the Agreement, all of which form the Contract and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement);
2. Consultant Proposal, dated March 7, 2024;
3. Certificate of Insurance with Endorsements;
4. State of Alabama Business Entity Record; and
5. E-Verify Enrollment Documentation.

5.2 TERMINATION OF CONTRACT

The Owner or Consultant may terminate the contract upon thirty (30) days written notice. Notice from the Owner shall be mailed to the address provided by the Consultant on this form. Notice to the City shall be addressed to the Architectural Engineering Department, 205 Government Street, 5th Floor South Tower, Mobile, Alabama 36633. The City shall not be liable for payment to the Consultant for lost profit or damages as the result of its termination of the contract.

6.1 DISPUTE RESOLUTION

A. 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.

B. 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.

7.1 NON-DISCRIMINATION

A. 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.

B. Consultants shall abide by provisions of Mobile Ordinances No. 02-050 which prohibits discrimination in employment by Consultants and Sub-Consultants performing work for the City of Mobile.

8.1 IMMIGRATION LAWS

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.

9.1 NON-ASSIGNMENT

Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

10.1 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.

11.1 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

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.

12.1 SEVERABILITY CLAUSE

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.

13.1 NON-AGENCY CLAUSE

Consultant, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Consultant in every

respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Consultant. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Consultant shall be wholly responsible, therefore.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with fully authority and the Consultant by such duly authorized officers or individuals as may be required by law.

This Agreement entered into as of the day and year first written above.

OWNER: **City of Mobile**

Signature

William S. Stimpson, Mayor
Printed Name and Title

Legal Name of Party to Contract:
CONSULTANT: **Barter & Associates, Inc.**

Signature

Marc S. Barter P.E., S.E., SECB
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: **City of Mobile**

City Clerk

Consultant:

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Marc S Barter as President of Barter & Associates 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 said corporation on the day the same bears date.
Sworn to and subscribed for me this 26 day of March, 20 24.

NOTARY PUBLIC
My Commission Expires: Notary Public Alabama State At Large My Commission Expires 10/26/26



BARTER & ASSOCIATES, INC.
Structural Engineers

2024 FEE SCHEDULE

Principal	$235.00/hr.
Sr. Project Manager	$185.00/hr.
Sr. Design Engineer P.E.	$170.00/hr.
Design Engineer P.E.	$145.00/hr.
Senior Engineer Inspector	$122.00/hr.
Engineer	$122.00/hr.
Engineer Technician	$ 110.00/hr.
CAD Draftsman II	$ 95.00/hr.
Clerical	$ 80.00/hr.

Expenses

Subcontract Consulting Services	Cost + 10%
Reproduction Expenses	Cost + 10%
Long Distance Telephone	Cost + 10%
Travel Expenses	Cost + 10%
Postage/Shipping	Cost + 10%
Digital Photographs	3.00/sheet
Automobile Expense	$ .60/mile

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# CT-009-24 Current Date 3 /27 /24

Project Description Cruise Terminal- Parking Deck Repairs (Consultation)

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Due to the nature of the consultation required and structural inspection of the parking deck, it is in the city's best interest to use Barter & Associates as they have supplied consultation regarding the parking deck for the past eight years and have extensive knowledge of the past and current status of the parking deck. The proposal includes: a field survey and scope of work, design development documents, issuance of construction documents, completion of the bid phase, and weekly site visits during construction to review progress. The consultation proposal is to be $20,000.

Cassie Boatwright
Requested By (Department Director)

(Signature)	REAM Director (Title)	3/27/2024 (Date)

Telephone Number **Email Address**

Archnique Kidd
Reviewed By (Office of Supplier Diversity)

Archnique Kidd (Signature)	Supplier Diversity Manager (Title)	4/17/2024 (Date)

Approved By (CAO)

Barter & Associates, Inc.	
Entity ID Number	000-146-563
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	12/05/1991
Registered Agent Name	BARTER, MARC S
Registered Office Street Address	1614 GOVERNMENT ST MOBILE, AL 36604
Registered Office Mailing Address	Not Provided
Nature of Business	CONSULTING ENGINEERING BUSINESS
Capital Authorized	$25,000
Capital Paid In	$1,00
Incorporators	
Incorporator Name	BARTER, MARC S
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	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 2019 2020 2021 2022 2023
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	12/05/1991 Certificate of Formation 5 pgs.

Browse Results | New Search

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/25/2024

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
Greyling Ins Brokerage/EPIC
3780 Mansell Rd. Suite 370
Alpharetta GA 30022

CONTACT NAME: ACEC/STL Certificate Specialist
PHONE (A/C, No, Ext): 770.670.5324 **FAX (A/C, No):** 770.670.5324
E-MAIL ADDRESS: ACECCertificates@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insurance Company	30104
INSURER B : Property & Casualty Ins Co of Hartford	34690
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED BARTASSO
Barter & Associates, Inc
1614 Government Street
Mobile AL 36604

COVERAGES **CERTIFICATE NUMBER:** 214022847 **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 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	20SBWBD2EV2	3/6/2024	3/6/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		20SBWBD2EV2	3/6/2024	3/6/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	20SBWBD2EV2	3/6/2024	3/6/2025	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	20WEGBD2GHV	3/6/2024	3/6/2025	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Project: CT-009-24, Cruise Terminal Parking Garage Phase IV Repairs. The General Liability policy contains a special endorsement with “Primary and Noncontributory” wording.
The General Liability policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. Waiver of Subrogation is issued as respects to Workers Compensation as required by written contract. Coverage for the Workers' Compensation is limited to the provisions of the Alabama Workers' Compensation Law. Coverage includes U.S. Longshore & Harbor Workers compensation Act. Endorsements SL 00 00 10 18 Attached. City of Mobile is included as an additional insured on all policies with a waiver of subrogation in favor of City of Mobile. 30 days' notice of cancellation, non renewal or material change shall apply except 10 days for non-Payment.

CERTIFICATE HOLDER

City of Mobile
PO 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
Jeff Connelly

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 20 WEG BD2GHV **Endorsement Number:**
Effective Date: 03/06/24 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: Barter & Associates, Inc
1614 GOVERNMENT ST
MOBILE AL 36604

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO DESIGNATED CERTIFICATE HOLDER

SCHEDULE

Number of Days Notice:

PART A: 30

PART B: 10

PART C: 30

Name of Certificate Holder: City of Mobile

Mailing Address: PO Box 1827 Mobile AL 36633

This Policy is subject to the following additional conditions when a number of days are shown in the schedule for any of the above Parts.

A. If this Policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided to the certificate holder in the schedule, at least the number of days in advance of the cancellation effective date, as shown in **Part A**.

B. If this Policy is cancelled by the Company for non-payment of premium, notice of such cancellation will be provided to the certificate holder in the schedule within the number of days notice of the cancellation effective date, as shown in **Part B**.

C. If this Policy is cancelled by the insured, notice of such cancellation will be provided to the certificate holder in the schedule, within the number of days notice of the cancellation effective date, as shown in **Part C**.

If notice is mailed, proof of mailing notice to the certificate holder's mailing address as shown in the schedule will be sufficient proof of notice. If the number of days notice in the schedule for any part is left blank or is shown as zero, no notice will be provided to the scheduled certificate holder under that Part.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this Policy's term.

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Company ID Number: 468942
Client Company ID Number: 567539

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer **Barter & Associates, Inc.**

Name (Please Type or Print)	**Title**
Signature	**Date**

E-Verify Employer Agent **Alabama Department of Homeland Security**

Sherry Galbreath	
Name (Please Type or Print)	**Title**
Electronically Signed	06/08/2012
Signature	**Date**

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please Type or Print)	**Title**
Electronically Signed	06/11/2012
Signature	**Date**

Information Required
For the E-Verify E-Verify Employer Agent Program

Information relating to your Company:

Company Name: Barter & Associates, Inc.

Company ID Number: 468942
Client Company ID Number: 567539

Company Facility Address:	1614 Government St. Mobile, AL 36604
County or Parish:	MOBILE
Employer Identification Number:	631056567
North American Industry Classification Systems Code:	551
Administrator:	
Number of Employees:	1 to 4

AGENDA ITEM SUMMARY SHEET

Agenda of:5/14/2024

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson and Councilmember Gregory

Purpose and Scope of Project:

Upgrade electrical service. Replace all existing lights at the tennis center that have not been updated. All of East side and 8 courts on the West side. Add power and electrical panels for tents and A/C units for large tournaments.

Amount of Contract:

$417,940.00

Funding Source

Project # Copeland-Cox Tennis Center - Electrical Upgrades - Lights and Panels PR-037-23 & PR-037A-23 — **Discretionary Funds**

Project String C0765 & C0823 Copeland-Cox Tennis Center - Electrical Upgrades - Lights and Panels (20002000-48010) — **Contract Number:**4952, 4953

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Copeland-Cox Tennis Center - Electrical Upgrades - Lights and Panels PR-037-23 & PR-037A-23	Cover Memo	4/1/2024

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	5/2/2024 - 9:16 AM

Capital	Rhodes, Brenda	Approved	5/2/2024 - 10:33 AM
Legal	Kern, Chris	Approved	5/2/2024 - 11:17 AM
Mayors Office	Barber, James	Approved	5/2/2024 - 1:12 PM

RESOLUTION

2024

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:	H & H Electrical Co. Inc.
Project Name:	Copeland-Cox Tennis Center - Electrical Upgrades & Copeland-Cox Tennis Center - Lights and Panels
Project Number:	PR-037-23 ($141,600.00) & PR-037A-23 ($276,340.00)
Amount Total:	$417,940.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Copeland-Cox Tennis Center - Electrical Upgrades

CAPITAL PROJECT #: C0823 (20002000-48010)

CONTRACT AMOUNT: $ 141,600.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-037-23

PROJECT DESCRIPTION: Add power and panels for future tents and A/C units.

VENDOR NAME: H & H Electrical Co. Inc.

VENDOR NUMBER: 274226

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (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 X** **N** ___ ; 5% of the 1st 50% **X** 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: *Emma Dean* – Office Assistant I **Date:** 03/11/2024

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Copeland-Cox Tennis Center - Lights and Panels

CAPITAL PROJECT #: C0765 (20002000-48010)

CONTRACT AMOUNT: $276,340.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-037A-23

PROJECT DESCRIPTION: Replace all existing lights at the tennis center that have not been updated. All of East side and 8 courts on the West side.

VENDOR NAME: H & H Electrical Co. Inc.

VENDOR NUMBER: 274226

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (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 X** **N** ___ ; 5% of the 1st 50% **X** 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: *Emma Dean* – Office Assistant I **Date:** 03/11/2024

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)

H&H Electric Co., Inc.
P.O. Box 461
Saraland AL, 36571

City of Mobile Business License Number: 445
Secretary of State Registration Number: 000-058-646

for the following Project:
(Name, location and detailed description)
Copeland-Cox Tennis Center - Electrical Upgrades - Lights and Panels
851 Gaillard Drive
Mobile, Alabama 36608
PR-037-23 & PR-037A-23
Scope of work to include the installation of new LED lights and improvements to the electric services at the Copeland-Cox Tennis Center.
The Architect:
(Name, legal status, address and other information)

Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-182702

Dell Consulting LLC.
813 Downtowner Blvd
Mobile AL, 36609

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: (1331773775)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

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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.

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.)

[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 Sixty (60) calendar days from the date of the Notice to Proceed for commencement of the Work. Notice to proceed will be issues once delivery of lights are confirmed.

§ 3.3.2 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.
(Table deleted)
(Paragraph deleted)

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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 Seventeen Thousand Nine Hundred Forty and 00/100 ($417,940.00), subject to additions and deductions as provided in the Contract Documents.

Lighting Upgrades:
Base Bid: $80,000.00
Contingency Allowance: $10,000.00
Total Bid: $90,000.00
Alternate #1: $12,940.00
Alternate #2: $173,400.00

Power Upgrades:
Base Bid: $128,700.00
Contingency Allowance: $3,000.00
Total Bid: $131,700.00
Alternate #1: $9,900.00

Total Contract Sum: $417,940.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Lighting Upgrades:	
Additive Alternate #1	**$12,940.00**
Additive Alternate #2	**$173,400.00**
Power Upgrades:	
Additive Alternate #1	**$9,900.00**

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)
Contingency Allowance Lighting Upgrades: Ten Thousand and 00/100 ($10,000.00)

Contingency Allowance Power Upgrades: Three Thousand and 00/100 ($3,000.00)
(Table deleted)

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)
N/A	N/A	N/A

§ 4.5 Liquidated damages:

Init. /

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(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($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 by the Contractor and Certificates for Payment issued by the Architect, 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 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 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 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 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.

§ 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 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 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.

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§ 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. The DBE Utilization Report shall be included with the pay application.

§ 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

§ 5.1.7.2
(Paragraphs deleted)
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.

(Paragraphs deleted)
§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 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.

§ 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/Owner and the project accepted.

§ 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);

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•Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
•Any additional close out requirements per the contract documents; and
•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 H&H Electric co., INC. has completed the contract for PR-037-23 Copeland-Cox Tennis Center - Electrical Upgrades - Lights & Panels, 851 Gaillard Drive Mobile, Alabama 36608. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering 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 Engineer 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 Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)
This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

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ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor 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.

(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)

Director, REAM
P.O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

William H. Hill, President
P.O. Box 461
Saraland AL, 36571
hhelectric@bellsouth.net
251-675-5494

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:
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 from 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.

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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 licensed Agent of Alabama, with the 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 and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

.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 United States Longshoreman's Harbor Worker's Act.

.4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

.5 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 and Property Damage	$1,000,000 combined single limit

.6 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 of $2,000,000 shall apply on a "Per Project" Basis.
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. Explosion and Collapse Hazard:
Included or X Not Applicable.
I. Underground Hazard:
Included or X Not Applicable.

.7 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

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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 and Property damage	$1,000,000 combined single limit

.8 Umbrella/Excess Liability: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

.9 Builder's Risk Coverage (Property Insurance): 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.

A. 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. 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, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

B. 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, 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.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

.10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.11 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.

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.12 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.

.13 "In Rem" endorsement.

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.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) 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 thirty (30) days' (except ten (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 Architect and the Architect's 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.

§ 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.

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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)
Indemnification:
Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other provisions:

Contractor shall provide a minimum two (2) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. 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.

§ 8.8 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 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
(Paragraph deleted)

.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
Lighting Upgrades:		
TL-1.0	TITLE SHEET	December 07, 2023
EL-1.0	LEGEND & SPECIFICATIONS	December 07, 2023
EL-2.0	OVERALL ELECTRICAL PLAN	December 07, 2023
EL-3.0	ENLARGED TENNIS COURTS 39-60 POWER PLAN	December 07, 2023
EL-4.0	CLUBHOUSE ENTRANCE LIGHTING – BASE BID	December 07, 2023
EL-5.0	ENLARGED TENNIS COURTS 35-38 POWER	December 07, 2023

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	PLAN – ALTERNATE #1	
EL-6.0	ENLARGED TENNIS COURTS 1-8 POWER PLAN – ALTERNATE #2	December 07, 2023
EL-7.0	ELECTRICAL DETAILS	December 07, 2023
Power Upgrades:		
TL-1.0	TITLE SHEET	December 07, 2023
EL-1.0	LEGEND & SPECIFICATIONS	December 07, 2023
EL-2.0	OVERALL ELECTRICAL PLAN	December 07, 2023
EL-3.0	ENLARGED ELECTRICAL PLAN – BASE BID	December 07, 2023
EL-4.0	ENLARGED ELECTRICAL PLAN – AMMENDMENT #1	December 07, 2023
EL-6.0	ELECTRICAL SCHEDULES	December 07, 2023
EL-7.0	ELECTRICAL DETAILS	December 07, 2023

.4 Specifications

Section	Title	Date
	ON DRAWINGS	December 20, 2023

.5 Addenda, if any:

Number	Date
Addendum #1	December 07, 2023
Addendum #2	December 20, 2023

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.

(Paragraph deleted)

.6 Other Exhibits:

(Paragraphs deleted)

§ 9.2

(Paragraph deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 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.)

§ 9.2.2 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. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

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§ 9.2.3 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.

§ 9.2.4 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.

§ 9.2.6 Severability Clause:
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.

§ 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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This Agreement entered into as of the day and year first written above.

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: H&H Electric Co., Inc.

OWNER *(Signature)*

CONTRACTOR *(By Signature)*

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

William H. Hill, President
(Printed name and title)

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 William H. Hill as President of H&H Electric Co., Inc. 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 said corporation on the day the same bears date.
Sworn to and subscribed for me this 19th day of January, 20 23.

NOTARY PUBLIC
My Commission Expires: February 19, 2025

CHARLOTTE P HILL
My Commission Expires
February 19, 2025

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THAMES BATRÉ
INSURANCE • SINCE 1891

MEMORANDUM:

Date: January 19, 2024

To: H & H Electric Co., Inc.

From: M. Harland Ison, Jr.

Re: City of Mobile Copeland-Cox Tennis Center
LED Lighting and Power Improvements
B2788139

To Whom It May Concern:

As a representative and Attorney-in-Fact for Cincinnati Insurance Company, Fairfield, OH, regarding the above-mentioned Payment and Performance bond and Labor and Material bond for H & H Electric CO., Inc. I give The City of Mobile the authority to date the Power of Attorney, Payment and Performance bond and Labor and Material bond, for the above referenced project, the same date contracts are executed.

If you would be so kind, please let me know what date you use.

If you have any questions regarding this matter, please do not hesitate to call me.

Sincerely,

M. Harland Ison, Jr.
Attorney-in-Fact
Cincinnati Insurance Company

2065 Old Shell Road P.O. Box 6989, Mobile, AL 36660 251.473.9000 Fax 251.473.9010 800.514.8132
145 Cove Avenue Gulf Shores, AL 36542 251.968.4322 Fax 251.968.4323

BOND NUMBER B2788139

AIA DOCUMENT A312-2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)
H & H Electric Co., Inc.
13580 Celeste Rd
Saraland, AL 36571

SURETY:
(Name, legal status and principal place of business)
Cincinnati Insurance Company
6200 S Gilmore Rd
Fairfield, OH 45014-5141

OWNER:
(Name, legal status and address)
City of Mobile
PO Box 1827
Mobile, AL 36633

CONSTRUCTION CONTRACT
Date:

Amount: $417,940.00

Description: *(Name and Location)*
Copeland-Cox Tennis Center- LED Lighting and Power Improvements

BOND
Date:

Amount: $417,940.00

Modifications to this Bond: ☑ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
H & H Electric Co., Inc.
X:
Name and Title:

SURETY
Company: *(Corporate Seal)*
Cincinnati Insurance Company
X:
Name and Title: M. Harland Ison, Jr. Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

*(FOR INFORMATION ONLY—*Name, Address and telephone
AGENT or BROKER:

Thames Batre Insurance
2065 Old Shell Rd Mobile, AL 36607

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 for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
H & H Electric Co., Inc.			
X:_____		X: _____	
Name and Title:		Name and Title:	

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Harry W Mattei, M. Harland Ison, Jr., Allen H Ladd, Taylor Beville, Peyton L Mattei

of MOBILE, AL
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Fifteen Million Dollars and 00/100 ($15,000,000.00)

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

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

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

STATE OF OHIO)SS:
COUNTY OF BUTLER)

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this day of

BN-1457 (3/21)

BOND NUMBER B2788139

AIA DOCUMENT A312-2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)
H & H Electric Co., Inc.
13580 Celeste Rd
Saraland, AL 36571

SURETY:
(Name, legal status and principal place of business)
Cincinnati Insurance Company
6200 S Gilmore Rd
Fairfield, OH 45014-5141

OWNER:
(Name, legal status and address)
City of Mobile
PO Box 1827
Mobile, AL 36633

CONSTRUCTION CONTRACT
Date:

Amount: $417,940.00

Description: *(Name and Location)*
Copeland-Cox Tennis Center- LED Lighting and Power Improvements

BOND
Date:

Amount: $417,940.00

Modifications to this Bond: ☑ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
H & H Electric Co., Inc.
X:
Name and Title:

SURETY
Company: *(Corporate Seal)*
Cincinnati Insurance Company
X:
Name and Title: M. Harland Ison, Jr. 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:

Thames Batre Insurance
2065 Old Shell Rd Mobile, AL 36607

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 here from 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 for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
H & H Electric Co., Inc.			
X:_____		X: _____	
Name and Title:		Name and Title: M. Harland Ison, Jr. Attorney-in-Fact	

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Harry W Mattei, M. Harland Ison, Jr., Allen H Ladd, Taylor Beville, Peyton L Mattei

of MOBILE, AL
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Fifteen Million Dollars and 00/100 ($15,000,000.00)

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

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

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

STATE OF OHIO)SS:
COUNTY OF BUTLER)

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this day of

BN-1457 (3/21)

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, 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 emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	H & H ELECTRIC CO., INC
Address	P O BOX 461 SARALAND AL 36571
Telephone	(251) 675-5494
E-Mail	hhelectric@bellsouth.net

RFP/RFQ Solicitation Number	PR-037-23
Project Description	COPELAND COX TENNIS CENTER LED LIGHTING AND POWER IMPROVEMENTS
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 11 Female 1 Minority 1 Non-minority 11 SDVO _____ Total #of Employees 12

Subcontractor/Major Supplier Plan submitted by:

Printed Name: WILLIAM H. HILL

Signature: _____ Date: 01/03/2024

Title: 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: WILLIAM H. HILL Title: PRESIDENT

Email: hhelectric@bellsouth.net Phone: (251) 675-5494

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 H & H ELECTRIC CO., INC. Your Bid/Proposal Amount $ 417,940.00 Date:

01 / 03 / 2024 Description PR-037-23 COPELAND-COX TENNIS CENTER LIGHTING IMPROVEMENTS AND POWER IMPROVEMENTS

Name of Bidder/Proposer: H & H ELECTRIC CO., INC. -- WILLIAM H. HILL

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
MAYER ELECTRIC SUPPLY	251-432-4486	PROVIDE ELECTRICAL MATERIAL	$31,245.00	7%	NO	
CRAWFORD ELECTRIC SUPPLY	251-433-3911	PROVIDE ELECTRICAL MATERIAL	$99,640.00	23%	NO	
ELLIS CRANEWORKS	850-995-0977	POLE BASE INSTALLATION	$45,096.00	11%	YES	

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: H & H ELECTRIC CO., INC.

Contact Person: WILLIAM H. HILL Phone (251) 675-5494 Email hhelectric@bellsouth.net

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.

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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)

_____ 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.

__X__ 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. _____

_____

_____

Alabama Secretary of State

H & H Electric Company, Inc.	
Entity ID Number	000-058-646
Entity Type	Domestic Corporation
Principal Address	SARALAND, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	10/09/1979
Registered Agent Name	Not Provided
Registered Office Street Address	Not Provided
Registered Office Mailing Address	Not Provided
Nature of Business	---
Capital Authorized	$10,000
Capital Paid In	$1,000
Incorporators	
Incorporator Name	HILL, WILLIAM HOWARD
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	HILL, JAMES N
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	HILL, CHARLOTTE
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005

H & H Electric Company, Inc.	
	2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022

Browse Results New Search

Company ID Number: 931097

Approved by:

E-Verify Employer Agent Employer H & H Electric Co., Inc.	
Name (Please Type or Print) William H Hill	Title
Signature Electronically Signed	Date 12/15/2015
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 12/15/2015

E-Verify

Company ID Number: 931097

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	H & H Electric Co., Inc.
Company Facility Address	13580 Celeste Road SARALAND, AL 36571
Company Alternate Address	PO Box 461 SARALAND, AL 36571
County or Parish	MOBILE
Employer Identification Number	630778256
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/22/2024

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
Higginbotham Insurance Agency, Inc.
500 W 13th Street
Fort Worth TX 76102

License#: 2870953

CONTACT NAME: Jason Wyant
PHONE (A/C, No, Ext): 8172310419 FAX (A/C, No): 817-347-6981
E-MAIL ADDRESS: JaWyant@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Owners Insurance Company	32700
INSURER B : Auto-Owners Insurance Company	18988
INSURER C : Alabama Self-Insured Worker's Compensation Fund	0
INSURER D : Midwest Employers Casualty Company	23612
INSURER E :	
INSURER F :	

INSURED
H&H Electric Company Inc.
PO Box 461
Saraland AL 36571

H&HELEC-01

COVERAGES **CERTIFICATE NUMBER:** 1891893485 **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 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			38043704	10/1/2023	10/1/2024	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 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			5304371400	10/1/2023	10/1/2024	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 [X] RETENTION $ 10,000			5304371401	10/1/2023	10/1/2024	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		P101675AL2024 PUAL 129001	1/1/2024 1/1/2024	1/1/2025 1/1/2025	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	Installation Floater			38043704	10/1/2023	10/1/2024	Limit Deductible	**See Below **See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Commercial Inland Marine Coverage
Installation Floater is as follows:
$175,000 on property at all installation locations
$75,000 on property at any one installation location
$75,000 on property in transit
With a $500 Deductible

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status and a
See Attached...

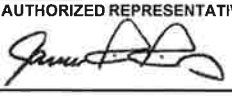
CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile AL 36633
USA

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: H&HELEC-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	H&H Electric Company Inc. PO Box 461 Saraland AL 36571
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability policy & Auto policy have a blanket Primary & Non-Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status. The General Liability policy includes an endorsement providing that 30 days' notice of cancellation will be furnished to the certificate holder when required by written contract. MFRD Training Center Administration Trailer Electrical Service FD-068C-20 Benefits for Workers Compensation Coverage are limited to the provisions of the Alabama Workers Compensation Law.

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58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

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58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, A. LOSS CONDITIONS is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

a. Covered by the policy; and

b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

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55373 (5-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Under **SECTION II - WHO IS AN INSURED** is amended. The following provision is added.
A person or organization is an Additional Insured, only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you:
1. If required in a written contract or agreement; or
2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

B. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added.
The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

C. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended.
1. The following condition is added to **4. Other Insurance**.
This insurance is primary for the Additional Insured, but only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.
2. The following condition is added.
Other Additional Insured Coverage Issued By Us
If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

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55091 (5-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY PLUS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. **EXTENDED WATERCRAFT LIABILITY**
SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended. Exclusion **g.(2)** is deleted and is replaced by the following exclusion.
(2) A watercraft you do not own that is:
(a) Less than 50 feet long; and
(b) Not being used to carry persons or property for a charge;

2. **HIRED AUTO AND NON-OWNED AUTO LIABILITY**
Coverage for "bodily injury" and "property damage" liability provided under **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** is extended as follows under this item, but only if you do not have any other insurance available to you which affords the same or similar coverage.

Coverage
We will pay those sums the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of the maintenance or use of an "auto":
a. You do not own;
b. Which is not registered in your name; or
c. Which is not leased or rented to you for more than ninety consecutive days
and which is used in your business.

Exclusions
With respect to only **HIRED AUTO AND NON-OWNED AUTO LIABILITY,** the exclusions which apply to **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** other than the Nuclear Energy Liability Exclusion Endorsement, do not apply. The following exclusions apply to this coverage.

This coverage does not apply to:
a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
b. Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
c. **(1)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
(a) That are, or are contained in any property that is:
1) Being transported or towed by, handled or prepared for placement into or upon, or taken from the "auto";
2) Otherwise in the course of transit by you or on your behalf; or
3) Being disposed of, stored, treated or processed into or upon the "auto";
(b) Before such "pollutants" or property containing "pollutants" are moved from the place they are accepted by you or anyone acting on your behalf for placement into or onto the "auto"; or
(c) After such "pollutants" or property containing "pollutants" are removed from the "auto" to where they are delivered, disposed of or abandoned by you or anyone acting on your behalf.
Paragraph **c.(1)(a)** does not apply to "pollutants" that are needed or result from the normal mechanical, electrical or hydraulic functioning of the "auto" or its parts, if the discharge, release, escape, seepage, migration or dispersal of such "pollutants" is directly from a part of the "auto" designed to hold, store, receive or dispose of such "pollutants" by the "auto" manufacturer.

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Paragraphs **c.(1)(b)** and **c.(1)(c)** do not apply, if as a direct result of maintenance or use of the "auto", "pollutants" or property containing "pollutants" which are not in or upon the "auto", are upset, overturned or damaged at any premises not owned by or leased to you. The discharge, release, escape, seepage, migration or dispersal of the "pollutants" must be directly caused by such upset, overturn or damage.

(2) Any loss, cost or expense arising out of any:
- **(a)** Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- **(b)** Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

d. "Bodily injury" or "property damage" however caused, arising directly or indirectly, out of:
- **(1)** War, including undeclared or civil war;
- **(2)** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- **(3)** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

e. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
- **(1)** Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. However, if the insurance under this policy does not apply to the liability of the insured, it also does not apply to such liability assumed by the insured under an "insured contract".
- **(2)** That the insured would have in the absence of the contract or agreement.

f. "Property damage" to:
- **(1)** Property owned or being transported by, or rented or loaned to any insured; or
- **(2)** Property in the care, custody or control of any insured other than "property damage" to a residence or a private garage by a private passenger "auto" covered by this coverage.

g. **(1)** "Bodily injury" to:
- **(a)** An "employee" of the insured arising out of and in the course of employment by the insured; or
- **(b)** The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **g.(1)(a)**.

(2) This exclusion applies:
- **(a)** Whether the insured may be liable as an employer or in any other capacity; and
- **(b)** To any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) This exclusion does not apply to:
- **(a)** Liability assumed by the insured under an "insured contract".
- **(b)** "Bodily injury" to any "employee" of the insured arising out of and in the course of his or her domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

Who Is An Insured

With respect to only this coverage, **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following provision.

SECTION II - WHO IS AN INSURED

a. Each of the following is an insured with respect to this coverage.
- **(1)** You.
- **(2)** Your partners if you are designated in the Declarations as a partnership or a joint venture.
- **(3)** Your members if you are designated in the Declarations as a limited liability company.
- **(4)** Your "executive officers" if you are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company.
- **(5)** Any person using the "auto" and any person or organization legally responsible for the use of an "auto" not owned by such person or organization, provided the actual use is with your permission.

b. None of the following is an insured:
- **(1)** Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment.
- **(2)** Any person using the "auto" and any person other than you, legally responsible for its use with respect to an "auto" owned or registered in the name of:

(a) Such person; or
(b) Any partner or "executive officer" of yours or a member of his or her household; or
(c) Any "employee" or agent of yours who is granted an operating allowance of any sort for the use of such "auto".

(3) Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate.
(4) The owner or lessee (of whom you are a sub-lessee) of a hired "auto" or the owner of an "auto" you do not own or which is not registered in your name which is used in your business or any agent or employee of any such owner or lessee.
(5) Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

Additional Definitions
The following definition applies to only this coverage.
"Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

Limits of Insurance
With respect to only this coverage, **SECTION III - LIMITS OF INSURANCE** is deleted and replaced by the following provision.
SECTION III - LIMITS OF INSURANCE

a. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
(1) Insureds;
(2) Claims made or "suits" brought; or
(3) Persons or organizations making claims or bringing "suits".

b. We will pay damages for "bodily injury" or "property damage" up to the limits of liability shown in the Declarations for this coverage. Such damages shall be paid as follows:
(1) When Hired Auto and Non-Owned Auto Each Occurrence Limit is shown in the Declarations, such limit is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" and "property damage" in any one "occurrence".
(2) When Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence Limit and Property Damage Hired Auto and Non-Owned Auto Each Occurrence Limit are shown in the Declarations:
(a) The limit shown for Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" in any one "occurrence".
(b) The limit shown for Property Damage Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "property damage" in any one "occurrence".

3. BROADENED SUPPLEMENTARY PAYMENTS SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, Paragraph **1.d.** is amended.
The amount we will pay for the actual loss of earnings is increased from $250 per day to $400 per day.

4. ADDITIONAL PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT
If the endorsement, EXCLUSION - PRODUCTS COMPLETED OPERATIONS HAZARD, CG 21 04, is not attached to this policy, then the following provision is added to **SECTION III - LIMITS OF INSURANCE**.
Commencing with the effective date of this policy, we will provide one additional Products-Completed Operations Aggregate Limit, for each annual period, equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations. The maximum Products-Completed Operations Aggregate Limit for any annual period will be no more than two times the original Products-Completed Operations Aggregate Limit.

5. PERSONAL INJURY EXTENSION
a. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is attached to this policy, then this provision, **5.** PERSONAL INJURY EXTENSION, does not apply.
b. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is not attached to this policy, then under **SECTION V - DEFINITIONS, 14.** "Personal and advertising injury" is deleted and replaced by the following definition.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
a. False arrest, detention or imprisonment;
b. Malicious prosecution;
c. The wrongful eviction from, wrongful entry into, or invasion of the right of private

occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement";

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or

h. Discrimination, humiliation, sexual harassment and any violation of civil rights caused by such discrimination, humiliation or sexual harassment.

6. **BROADENED KNOWLEDGE OF OCCURRENCE SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** is amended. The following condition is added.

Paragraphs **a.** and **b.** of this condition will not serve to deny any claim for failure to provide us with notice as soon as practicable after an "occurrence" or an offense which may result in a claim:

a. If the notice of a new claim is given to your "employee"; and

b. That "employee" fails to provide us with notice as soon as practicable.

This exception shall not apply to you or to any officer, director, partner, risk manager or insurance manager of yours.

7. **DAMAGE TO PREMISES RENTED TO YOU**

a. SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended.

(1) The last paragraph is deleted and replaced by the following paragraph.

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or water damage to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **7. DAMAGE TO PREMISES RENTED TO YOU, b.** Limits of Insurance.

(2) The following additional exclusions apply to "property damage" arising out of water damage to premises rented to you or temporarily occupied by you with permission of the owner.

(a) "Property damage" to:

1) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not; or

2) Heating, air conditioning, plumbing or fire protection systems, or other equipment or appliances.

(b) "Property damage" caused by or resulting from any of the following:

1) Mechanical breakdown, including bursting or rupture caused by centrifugal force;

2) Cracking, settling, expansion or shrinking;

3) Smoke or smog;

4) Birds, insects, rodents or other animals;

5) Wear and tear;

6) Corrosion, rust, decay, fungus, deterioration, hidden or latent defect or any quality in property that causes such property to destroy or damage itself; or

7) Water that flows or leaks from any heating, air conditioning, plumbing or fire protection system caused by or resulting from freezing, unless:

a) You make a reasonable effort to maintain heat in the building or structure; or

b) You drain the equipment and shut off the water supply if the heat is not maintained.

(c) "Property damage" caused directly or indirectly by any of the following:

1) Water that backs up from a drain or sewer;

2) Mud flow or mudslide;

3) Volcanic eruption, explosion or effusion;

4) Any earth movement, such as earthquake, landslide, mine subsidence, earth sinking, earth rising or earth shifting;

5) Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether wind driven or not; or

6) Water under the ground surface pressing on, or seeping or flowing through:

a) Walls, foundations, floors or paved surfaces;

b) Basements, whether paved or not; or
c) Doors, windows or other openings.

(d) "Property damage" for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of this contract or agreement.

b. **Limits of Insurance**
With respect to this coverage only, under **SECTION III - LIMITS OF INSURANCE**, Paragraph **6.** is deleted and replaced by the following Paragraph.
6. The most we will pay under Coverage **A** for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion, smoke and water damage is the amount shown in the Declarations under Damage to Premises Rented to You.

c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance**, Paragraph **b.** is amended. The word fire is amended to include fire, lightning, explosion, smoke or water damage.

8. **BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT**
a. (1) **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:
(a) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
(b) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured.
(2) This provision applies only with respect to liability for:
(a) "Bodily injury";
(b) "Property damage"; or
(c) "Personal and advertising injury"
caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

b. With respect to the insurance afforded to an additional insured, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. The following provision is added to **SECTION III - LIMITS OF INSURANCE**.
The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the lessor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

9. **BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES**
a. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:
(1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
(2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured
but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

b. This provision is subject to the following additional exclusions.
(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
(2) Structural alterations, new constructions or demolition operations performed by or on behalf of the additional insured.

c. The following provision is added to **SECTION III - LIMITS OF INSURANCE**.
The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

10. **NEWLY FORMED OR ACQUIRED ORGANIZATIONS**
SECTION II - WHO IS AN INSURED is amended. Paragraph **3.** is deleted and replaced by the following provision.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain

ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

11. BLANKET WAIVER OF SUBROGATION

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended. The following provision is added to **8. Transfer Of Rights of Recovery Against Others To Us**.

When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right to recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.

AGENDA ITEM SUMMARY SHEET

Agenda of:5/14/2024

Submitted by:

Nick Amberger, Director of Engineering and Carleen Stout-Clark, Deputy Director, Real Estate Asset Management

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

Purpose and Scope of Project:

Grant a 10-foot wide permanent easement to Alabama Power to provide underground service to the U.S. Army Corps of Engineers Building being constructed within the FDS Mobile AL LLC ground lease, the parking deck, and the future arena, from Canal Street, as shown in yellow on attached drawing.

Amount of Contract:

N/A

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	5/1/2024
Permanent Easement	Exhibit	5/1/2024

REVIEWERS:

Department Reviewer	Action	Date
Real Estate Stout, Carleen	Approved	5/1/2024 - 12:06 PM
		5/1/2024 - 1:39

Legal	Kern, Chris	Approved	PM
Mayors Office	Barber, James	Approved	5/2/2024 - 1:12 PM

RESOLUTION

Sponsored by Mayor William S. Stimpson and Council Member William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and 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 permanent 10-foot wide easement, to ALABAMA POWER COMPANY as set out in W.E. #A6553-06-AA24, a copy of which is attached hereto and made a part hereof as though fully set forth herein, for and in consideration of the sum of ONE AND NO/100 ($1.00) DOLLARS, needed for ALABAMA POWER COMPANY to provide underground service to the U.S. Army Corps of Engineers Building being constructed within the FDS Mobile AL, LLC ground lease, the parking deck, and the future arena, from Canal Street, as shown in yellow on attached drawing.

Adopted:

_____

City Clerk

EASEMENT - DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF MOBILE

W.E. # A655306AA24

Parcel No. 72298920

THIS AGREEMENT, made and entered into on this the ____ day of _____, 2024, by and between the City of Mobile, Mobile, Alabama, a municipal corporation, hereinafter known as Grantor and Alabama Power Company, a corporation, hereinafter known as Grantee:

W I T N E S S E T H :

WHEREAS, the City, being the owner of the land or easements and rights of way with respect thereto more particularly described as follows:

BEG SW COR LOT 2 BLK 13 E CHURCH ST AREA FIRST ADD MBK 19/133 TH ELY 419 FT(S) TH NLY 25 FT ELY 95.14 FT (D) 101 FT(S) TH NELY 28.041 FT TH NLY 82.73 FT TO PT NLY 44 FT(S) TH WLY 569 FT(S) TO LAWRENCE ST TH S ON R/W #SEC 40 T4S R1W #MP29 06 40 0 013The location of the right of way conveyed herein is generally shown on the Company's drawing attached hereto and made a part hereof but shall be more precisely determined by the actual location(s) as installed. **New facilities as highlighted in yellow on the Engineer's drawing.**

WHEREAS, the City, to the extent of its interest, is willing to grant such easement along and across a portion of its property and easements upon the terms and conditions hereinafter set out;

NOW, THEREFORE,

In consideration of the sum of One and No/100 ($1.00) Dollar, in hand paid to the City by the Power Company, the receipt whereof is hereby acknowledged and other good and valuable considerations, the City, to the extent of its interest, does hereby grant to the Power Company, subject to the terms, conditions and reservations hereinafter set forth, an easement for, **Overhead and/or Underground.** The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, wires, conduits, fiber optics, cables, communication lines, transclosures, transformers, anchors, guy wires, and other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power and communications, along a route selected by the Company, as determined by the location(s) in which the Company's facilities are to be installed. The width of the Company's right of way will depend on whether the Facilities are underground or overhead: for underground, the right of way will extend five (5) feet on all sides of said Facilities as and where installed; for overhead Facilities, the right of way will extend fifteen (15) feet on all sides of said Facilities as and where installed.

Location of the easements herein granted shall be as shown marked in yellow on **Alabama Power Company Drawing No. # A655306AA24** marked as Exhibit "A" attached hereto and made a part hereof.

Together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right of ingress and egress to and from said facilities and the right to excavate for installation, replacement, repair and removal thereof, and also the right to cut and keep clear all trees, underbrush, shrubbery, roots and other growth, and to keep clear any and all obstructions or obstacles of whatever character on, under or above said facilities.

Subject to the following conditions, the Power Company shall construct, operate and maintain said electric power transmission lines and communication service at the location hereinabove designated in accordance with the following:

A. Grantee shall defend, indemnify and hold Grantor harmless from any loss, damage or judgments incurred as a result of injury or damage to persons or property to the extent caused by Grantee's negligence in performing the above described work on the premises.

B. The said facilities shall be constructed, operated and maintained in accordance with the adopted procedure of well-regulated business and undertakings of same or similar kind, and in such manner as not to cause the facilities of the Power Company or the City's property to be in conflict with the specifications of the National Electrical Safety Code, or any other specifications prescribed by laws of the United States or of the State of Alabama, or any regulatory body having jurisdiction with respect to such facilities or property. At any time, such specifications are not being met because of the construction, operation and

maintenance or presence of said electric power facilities and communication service, then the Power Company shall within 30 days after notice that such specifications are not being met, construct, operate and maintain said facilities in accordance with such specifications or pay to the City the cost of rebuilding such electrical facilities and improving the City's property so that such specifications are being met.

C. The Power Company shall construct, operate and maintain said electric power facilities and communication facilities in order to prevent any erosion or washing away of the lands of the City upon which said electric power facilities and communication facilities are constructed. If at any time such facilities are the underlying cause of any erosion or washing, then Power Company will immediately take necessary steps to prevent same.

D. The Power Company and the City shall use extreme caution in operating machinery and equipment across said lands in order to assure adequate clearance between the machinery and the high voltage conductors.

E. Upon completion of the construction of said electric facilities and communication facilities, the Power Company shall remove and cause to be removed all equipment used in the construction and all debris and refuse resulting from the construction of said facilities and communication service and shall leave the premises in a condition satisfactory to the City.

F. The City specifically reserves unto itself the right of ingress and egress to and from its land and facilities at all times and should any of the Power Company's facilities so constructed, hinder, or interfere with the City's ingress and egress for the proper use of its land, easements and rights of way or for the operation and maintenance of its facilities, then the Power Company shall make the necessary provisions to eliminate same.

G. The Power Company shall promptly notify the City of any unusual or hazardous condition relating to the construction, maintenance or existence of the easement herein granted the Power Company.

H. It is understood and agreed that if service is no longer required across land covered in this instrument and the Power Company has removed its facilities, all rights granted herein shall revert to the City.

I. Grantee agrees that in the event it shall cause material disturbance to the property, Grantee will restore the affected area to a like condition immediately prior to such disturbance.

J. Grantee shall repair any damage to Grantor's drainage system to the extent such damage is caused by Grantee's use of said Easement.

K. Grantee, during the construction or maintenance of its facilities, shall not materially interfere with maintenance operations of Grantor.

L. Grantee, acting pursuant to this Easement, shall comply with all laws, rules and regulations, Federal, State or local, applicable to Grantee's use of said Easement.

M. Any notice to be given by the Power Company shall be deemed as given when posted in the United States Mail and addressed to the City of Mobile, City Hall, P. O. Box 1827, Mobile, Alabama 36633-1827. Any notice to be given by the City of Mobile shall be deemed as given when posted in the United States Mail and addressed to

Alabama Power Company, P. O. Box 2247, Mobile, Alabama 36652-2247.

TO HAVE AND TO HOLD the same to the said Power Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said City of Mobile, a Municipal Corporation, has caused this instrument to be executed in its name by _____, as its Mayor and attested by _____, as its City Clerk, and its corporate seal to be hereto affixed and the Alabama Power Company, a corporation, has caused this instrument to be executed by Blake Jarrett, as its Team Leader, on this the _____ day of _____, 2024.

W.E. # A655306AA24

Attest:

_____
It's City Clerk

_____

CITY OF MOBILE,
A MUNICIPAL CORPORATION

By: _____
Its: Mayor

ALABAMA POWER COMPANY

By: _____
Its: Team Leader

STATE OF ALABAMA
COUNTY OF MOBILE

I, ERICA MAIZE, a Notary Public, in and for said County in said State, hereby certify that Blake Jarrett, whose name as Team Leader of Alabama Power Company, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 27th day of MARCH, 2024.

ERICA C MAIZE
Notary Public
Alabama State at Large

Erica Maize
Notary Public-State at Large
My Commission Expires: August 11, 2025

STATE OF ALABAMA
COUNTY OF MOBILE

I, _____, a Notary Public, in and for said County in said State, hereby certify _____ whose name as _____ of the City of Mobile, Alabama, a municipal corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

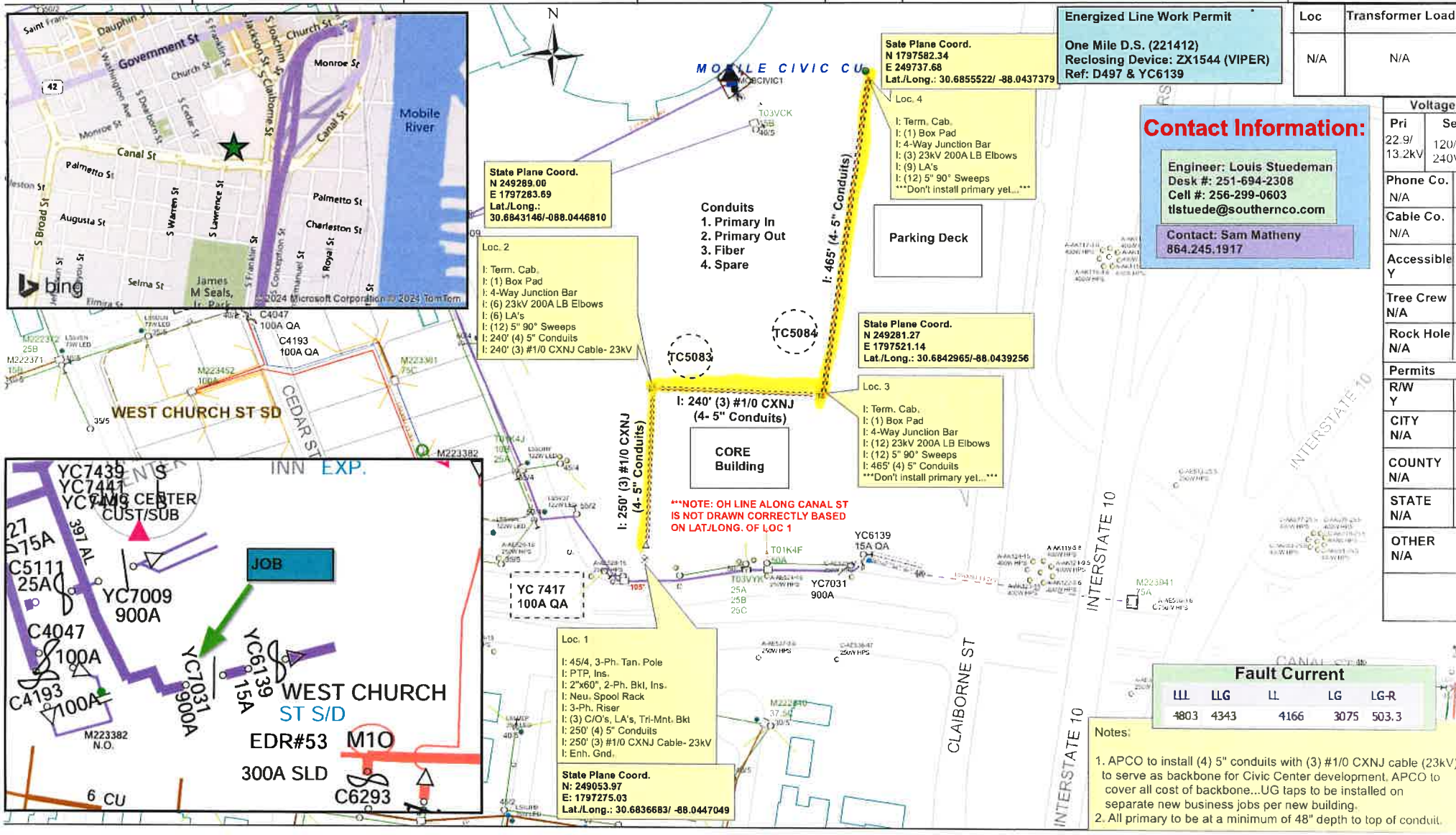
Given under my hand and official seal, this the _____ day of _____, 2024.

_____
Notary Public
My Commission Expires: _____

SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

Map Center UTM: 1312240 11138665 | Map Center LatLon: 30.684221 -88.044382 | 1 inch = 125 feet

Customer	Location	Cmted. Svc Date	County	Section	Township	Range	Add'l Info.	Project/ Task:
CIVIC CENTER- APCO BACKBONE	CANAL STREET		Mobile	21	03S	01W		???/ A6553-06-AA24
Division	**District**	**Town**	**UserID**	**Created:**	**Substation**			**MISSALL#**
Mobile	PD- Michigan Ave.	MOBILE	tlstuede	4/25/2024	X- 221412	Y- D497		PIKE TO CALL



Loc	Transformer Loading
N/A	N/A

Voltage	
Pri	Sec
22.9/ 13.2kV	120/ 240V

Phone Co.	N/A
Cable Co.	N/A
Accessible	Y
Tree Crew	N/A
Rock Hole	N/A
Permits	
R/W	Y
CITY	N/A
COUNTY	N/A
STATE	N/A
OTHER	N/A

Fault Current

LLL	LLG	LL	LG	LG-R
4803	4343	4166	3075	503.3

Notes:

1. APCO to install (4) 5" conduits with (3) #1/0 CXNJ cable (23kV) to serve as backbone for Civic Center development. APCO to cover all cost of backbone...UG taps to be installed on separate new business jobs per new building.
2. All primary to be at a minimum of 48" depth to top of conduit.

AGENDA ITEM SUMMARY SHEET

Agenda of:5/14/2024

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	4/9/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/4/2024 - 3:01 PM

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE.

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEGINNING AT THE NORTHWEST CORNER OF SPRINGHILL AVENUE AND PINE STREET, THENCE NORTH 18°08'16" EAST ALONG THE WEST LINE OF PINE STREET 221.79 FEET, THENCE NORTH 67°54'46" WEST 120.00 FEET, THENCE SOUTH 17°18'45" WEST 50.40 FEET, THENCE SOUTH 18°22'36" WEST 49.75 FEET, THENCE SOUTH 17°44'00" EAST 6.30 FEET, THENCE SOUTH 17°55'00" WEST 131.00 FEET TO A POINT ON THE NORTH LINE OF SPRINGHILL AVENUE, THENCE SOUTH 72°18'48" EAST 112.39 FEET TO THE POINT OF BEGINNING; BEING LOTS 14, 15, 16, AND PART OF LOT 17, BLOCK 4 OF THE CAMPGROUND TRACT.

The classification of said property is hereby changed from **R-2, Two-Family Residential Urban District, B-1, Buffer Business Urban District, and B-3, Community Business Urban District, to B-3, Community Business Urban District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-3, Community Business Urban 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 Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-3, Community Business Urban District** until all of the conditions set forth below have been complied with: **1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. 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

Striker's Club, Inc. (Kari Givens, Byrd Surveying, Inc, Agent)
1100 Spring Hill Avenue
Council District 2
William Carroll

41-333 **2024**

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: APR 09 2024

Lana Lagenbach
ASSISTANT City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 1100 Spring Hill Avenue

Pursuant to Resolution of the Mobile, Alabama City Council adopted **April 9, 2024**, a public hearing will be held on the **14th** day of **May, 2024**, at 10:30 a.m., to consider adoption of an ordinance for the proposed rezoning of property located at 1100 Spring Hill Avenue from R-2, Two-Family Residential Urban District, B-1, Buffer Business Urban District, and B-3, Community Business Urban District, to B-3, Community Business Urban 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 CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE.

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEGINNING AT THE NORTHWEST CORNER OF SPRINGHILL AVENUE AND PINE STREET, THENCE NORTH 18°08'16" EAST ALONG THE WEST LINE OF PINE STREET 221.79 FEET, THENCE NORTH 67°54'46" WEST 120.00 FEET, THENCE SOUTH 17°18'45" WEST 50.40 FEET, THENCE SOUTH 18°22'36" WEST 49.75 FEET, THENCE SOUTH 17°44'00" EAST 6.30 FEET, THENCE SOUTH 17°55'00" WEST 131.00 FEET TO A POINT ON THE NORTH LINE OF SPRINGHILL AVENUE, THENCE SOUTH 72°18'48" EAST 112.39 FEET TO THE POINT OF BEGINNING; BEING LOTS 14, 15, 16, AND PART OF LOT 17, BLOCK 4 OF THE CAMPGROUND TRACT.

The classification of said property is hereby changed from R-2, Two-Family Residential Urban District, B-1, Buffer Business Urban District, and B-3, Community Business Urban District, to B-3, Community Business Urban District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-3, Community Business Urban 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 Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-3, Community Business Urban District until all of the conditions set forth below have been complied with: 1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic

Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. 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 UNIFIED DEVELOPMENT CODE

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 12th day of July, 2022, and known as the "Unified Development Code". 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 14th day of May, 2024, 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 Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 17th day of April, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **1100 Spring Hill Avenue.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-2, Two-Family Residential Urban District, B-1, Buffer Business Urban District, and B-3, Community Business Urban District, to B-3, Community Business Urban District.** Under the proposed amendment to the Unified Development Code, 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-3** districts under the terms of the Unified Development Code of July 12, 2022, 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 Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-3** districts until the following conditions have been complied with: **1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.**

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

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT
MOBILE CITY PLANNING COMMISSION

April 3, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on March 21, 2024 considered the request of **Striker's Club, Inc. (Kari Givens, Byrd Surveying, Inc, Agent)** for a change in zoning from **R-2, Two-Family Residential Urban District, B-1, Buffer Business Urban District, and B-3, Community Business Urban District, to B-3, Community Business Urban District** for the property located at **1100 Spring Hill Avenue.**

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; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. 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

March 25, 2024

Kari Givens
Byrd Surveying
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 1100 Spring Hill Avenue
ZON-UDC-002851-2024
Striker's Club, Inc., Subdivision
Kari Givens, Byrd Surveying, Inc.
District 2
Rezoning from Two-Family Residential Urban District (R-2), Buffer Business Urban District (B-1), and Community Business Urban District (B-3), to Community Business Urban District (B-3).

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

At its meeting on March 21, 2024, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined the following criteria prevail to support rezoning of the property to B-3, Community Business Urban District:

A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
B) Mistake. There was a mistake or error in the original zoning map; and
C) Compatibility. The proposed amendment is compatible with:
   - The current development trends, if any, in the vicinity of the subject property;
   - Surrounding land uses;
   - Would adversely impact neighboring properties; or
   - Cause a loss in property values.
D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
F) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.

G) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of rezoning the property to B-3, Community Business Urban District, subject to the following conditions:

1. Completion of the Subdivision process;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
3. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is $325.66. 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
February 27, 2024
PUBLIC HEARING NOTICE

Re: 1100 Spring Hill Avenue
ZON-UDC-002851-2024
Striker's Club, Inc. Subdivision
Kari Givens, Byrd Surveying, Inc.
District 2
Rezoning from Two-Family Residential Urban District (R-2), Buffer Business Urban District (B-1), and Community Business Urban District (B-3), to Community Business Urban District (B-3).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, March 21, 2024, 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.

Your presence, or that of your agent, is required at this hearing. Failure to participate in 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:

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

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, by 2:00 p.m. on Wednesday, March 20, 2024, 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
February 27, 2024
PUBLIC HEARING NOTICE

Re: 1100 Spring Hill Avenue
ZON-UDC-002851-2024
Striker's Club, Inc. Subdivision
Kari Givens, Byrd Surveying, Inc.
District 2
Rezoning from Two-Family Residential Urban District (R-2), Buffer Business Urban District (B-1), and Community Business Urban District (B-3), to Community Business Urban District (B-3).

Dear Property Owner(s):

This letter is to advise property owners within 300' feet, as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, March 21, 2024, 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.

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:

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

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, by 2:00 p.m. on Wednesday, March 20, 2024, 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 Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes.

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

ZON-UDC-002851-2024

City of Mobile · Planning & Zoning

Planning Commission Application

For hard copy submissions, 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) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit $500
Conditional Use Permit for Above-Ground Oil Storage Tank* $1,500
Conditional Use Permit for Hazardous Substance Storage Tank* $1,500
Rezoning, Text Amendment, or Specific Area Plan $500
Planned Development $500
Planning Approval or Planned Unit Development $500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ **Conditional Use Permits**
Checklist A

☐ **Planned Development**
Checklist C

☒ **Rezoning, Text Amendment, or Specific Area Plan Amendments**
Checklist B

☐ **Previously approved Planning Approvals or Planned Unit Development**
Checklist D

Have you provided the required information on the corresponding checklist? ☐ Yes ☐ No

---

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	KARI GIVENS	
Firm:	BYRD SURVEYING	
Phone:	251-476-5010	
Email:	byrd@byrdsurveying.biz	
Address:	2609 HALLS MILL ROAD	

	Owner	Design Professional
Name:	STRIKERS CLUB, INC.	
Firm:		
Phone:	251-367-0380	
Email:	stewartleonard06@gmail.com	
Address:	1100 SPRING HILL AVENUE, 36603	

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

1100 SPRING HILL AVENUE, MOBILE, AL 36603
Property Address

26106 SF
Property Area (acres or square feet)

KEY #00746438
Parcel Number(s) or Key Number(s)

R-2, B-1, B-3
Present Zoning or Transect District

B-3
Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ■ Yes ☐ No

4. 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).

5. 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.

Owner Signature — Date: 2/16/24

Applicant or Agent Signature (if applicable) — Date: 2/15/24

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 Planning Commission/City Council 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 or Agent Signature — Date: 2/15/24

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

The following information is required for Rezoning Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ☐ Planning Commission Application
- ☐ Neighborhood Meeting documentation
- ☐ Boundary Plan
- ☐ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer

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A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   THIS SHOULD BE IN ALIGNMENT WITH THE COMPREHENSIVE PLAN SINCE THE SOUTHERN PORTION OF THE PROPERTY WAS DEVELOPED AND IN USE WHEN THE PLAN WAS CREATED.

   MIXED DENSITY RESIDENTIAL & TRADITIONAL MIXED USE CORRIDOR — Future Land Use Map (FLUM) Designation

   B-3 — Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ■ No
   If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.
   THIS WILL PROVIDE ADDITIONAL OFF STREET PARKING.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
   SEE NARRATIVE

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.
   SEE NARRATIVE.

2. Describe the surrounding land uses.
   THE PROPERTY ON THE NORTH IS VACANT AND ZONED R-2. THE SOUTH 75% OF OUR WEST LINE IS ZONED B-3 AND THE REMAINDER IS ZONED R-2. ACROSS PINE STREET IS ZONED B-3. ACROSS SPRING HILL AVENUE IS ZONED B-3.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   THIS SHOULD HAVE NO ADVERSE AFFECTS ON THE NEIGHBORHOOD.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   ADEQUATE INFRASTRUCTURE IS IN PLACE.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   THIS WILL PROVIDE ADDITIONAL OFF STREET PARKING.

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

N/A

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

This section applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Please verify the following documentation is provided:

- ■ Dated Photograph(s) of the posted sign(s)
- ■ The verified address list of surrounding property owners who were notified
- ■ A sign-in sheet documenting meeting attendance
- ■ Written summary or minutes of the meeting
- ☐ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
   JANUARY 25, 2024 AT 1100 SPRING HILL AVENUE, STRIKERS BUILDING

2. What information was presented at the meeting?
   DESCRIPTION OF REZONING LOTS IN THE REAR OF THE BUILDING FROM RESIDENTIAL TO BUSINESS. DESCRIPTION OF COMBINING ALL LOTS INTO A SINGLE SUBDIVISION. THE ULTIMATE GOAL DISCUSSED WAS TO ADD A PARKING LOT IN THE REAR OF THE BUILDING.

3. What concerns were raised during the meeting?
   NONE

4. Were any modifications made or considered in response to the concerns raised at the meeting?
   NONE NEEDED

CONTACT INFORMATION and SIGNATURES – for online applications
Mobile City Planning Commission and Board of Zoning Adjustment

APPLICANT(S)

The undersigned submits the associated application for consideration by the Mobile City Planning Commission or the Board of Zoning Adjustments.

Kari P. Givens Date: 2/8/24

Signature of owner or authorized agent of owner is required to file (if applicant is not the owner).

Type name:	KARI P. GIVENS
Business Name:	BYRD SURVEYING, INC.
Address:	2609 HALLS MILL ROAD
City, State, Zip Code:	MOBILE, ALABAMA 36606
Telephone: 251-476-5010	Email:

PROPERTY OWNER(S)

Signature of property owner, or letter (separately attached electronically) from (each) property owner authorizing applicant to submit application.

Signature: Leonard Stewart Date: 2/16/24

Leonard Stewart, President

Type name:	STRIKERS CLUB, INC.
Business Name:	
Address:	P. O. BOX 965
City, State, Zip Code:	MOBILE, AL 36601
Telephone: 251-367-0380	Email:

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

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission or Board of Zoning Adjustment application, 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.

Signature: Leonard Stewart Date: 2/16/24

Leonard Stewart, President

Type name: STRIKERS CLUB, INC.

Use additional pages / copies of this form as needed.

DESCRIPTION AND JUSTIFICATION FOR
STRIKERS CLUB, INC REZONING

THE OWNER/APPLICANT IS PROPOSING TO COMBINE THEIR PROPERTY INTO A SINGLE ZONING CLASSIFICATION TO ALLOW FOR THE DEVELOPMENT OF A PARKING LOT FOR THEIR USE WITH THE EXISITING BUSINESS. CURRENTLY, HALF OF THE PROPERTY IS ZONED B-3, ONE FOURTH IS ZONED B-1, AND THE REMAINDER IS ZONED R-2. WE ARE PROPOSING A B-3 CLASSIFICATION FOR ALL OF THE PROPERTY.

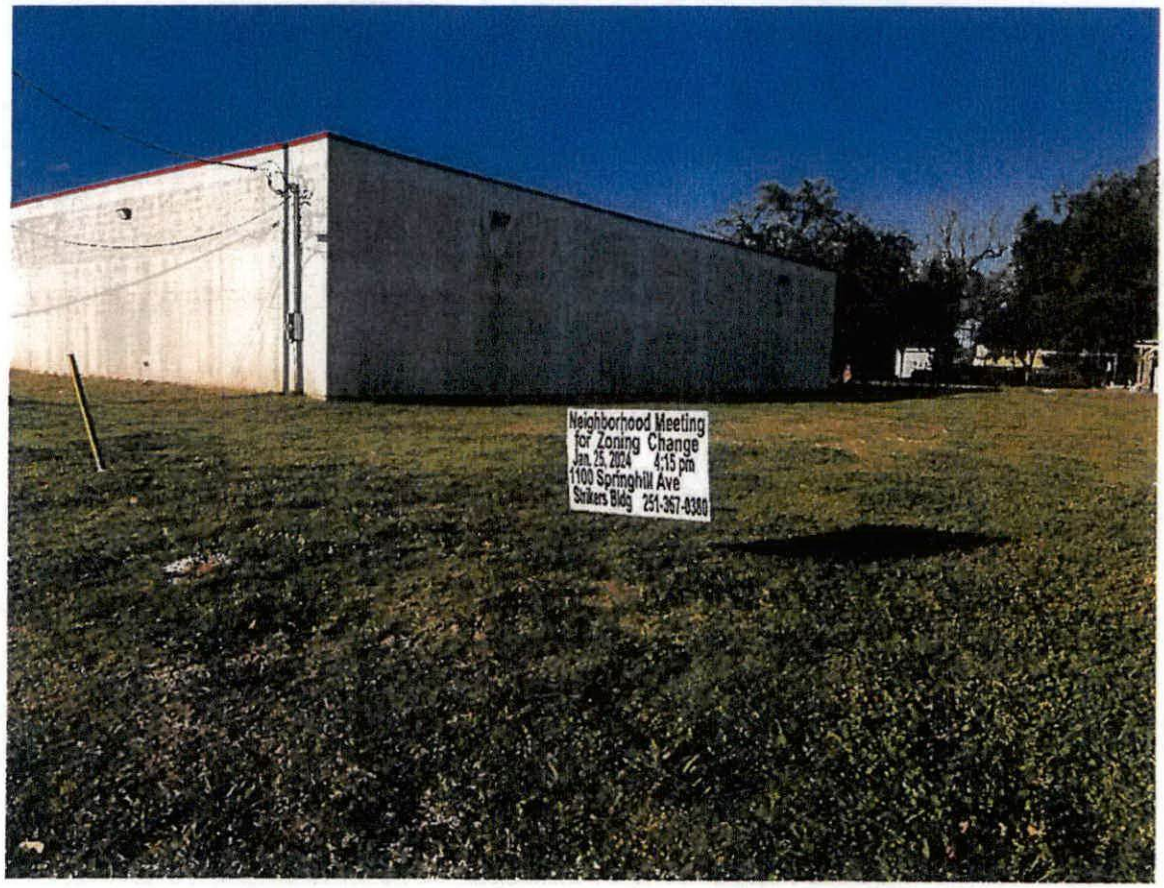
THE PREVAILING CONDITION FOR THIS REQUEST IS CHANGING CONDITIONS IN THE AREA AND THE NEED FOR ADDITIONAL SITES. THE PROPERTY ACROSS PINE STREET IS ZONE B-3 AND THE NORTH LINE OF OUR PROPERTY IS IN LINE WITH THE NORTH LINE OF THAT PARCEL. ADDITIONALLY, THE NORTH PORTION OF THE PROPERTY AT 1060 SPRINGHILL AVENUE IS DEVELOPED AS A PARKING LOT WHICH COINCIDES WITH OUR PROPOSED USE. SINCE THE STRIKERS CLUB OWNS AND UTILIZES THIS PROPERTY, REZONING TO ALLOW ADDITIONAL DEVELOPMENT IS THE ONLY OPTION.

LEGAL DESCRIPTION

BEGINNING AT THE NORTHWEST CORNER OF SPRINGHILL AVENUE AND PINE STREET, THENCE NORTH 18°08'16" EAST ALONG THE WEST LINE OF PINE STREET 221.79 FEET, THENCE NORTH 67°54'46" WEST 120.00 FEET, THENCE SOUTH 17°18'45" WEST 50.40 FEET, THENCE SOUTH 18°22'36" WEST 49.75 FEET, THENCE SOUTH 17°44'00" EAST 6.30 FEET, THENCE SOUTH 17°55'00" WEST 131.00 FEET TO A POINT ON THE NORTH LINE OF SPRINGHILL AVENUE, THENCE SOUTH 72°18'48" EAST 112.39 FEET TO THE POINT OF BEGINNING; BEING LOTS 14, 15, 16, AND PART OF LOT 17, BLOCK 4 OF THE CAMPGROUND TRACT.

Images from sign placement January 10th, 2024 – 1100 Springhill Ave. project site.

Sign posted is 24"x36" , Upper Case letters 4", Lower case 3"




Neighborhood Meeting
for Zoning Change
Jan. 25, 2024 4:15 pm
1100 Springhill Ave
Strikers Bldg 251-367-0380

JAN 9, 2024

RE: Notice of Neighborhood Meeting – Zoning Change

To Whom It May Concern,
Notice of a Neighborhood meeting being held:

- January 25th, 2024, 4:15pm
- 1100 Springhill Ave, Strikers Building
- 251.367.0380

Respectfully,

Leonard Stewart
Strikers Club, Inc.
251.367.0380

FILE IN our WORKING FILE

Phone calls received in response to notification letter: Rezoning 1100 Springhill Ave

Date	Time	Phone#	Name	Comment
Jan 10, 2024	14:50	251-303-0516	Janea Sylve	Called to confirm receipt of letter, General inquiry on rezoning
Jan 11, 2024	11:28	251-554-2333	Theresa Saad	Called to confirm receipt of letter, Not able to attend meeting but is in support of development
Jan 18, 2024	14:49	251-689-8338	Alfred Williams	Called to confirm receipt of letter, Not able to attend meeting

SIGN-IN SHEET

Neighborhood Meeting	Date: January 25th 2024 4:15 p.m.
Topic: Rezoning, 1100 Springhill Ave	Location: 1100 Springhill Ave, Mobile, AL 36601

Print Name	Address	Phone#	
Doris Thornton	1060 State St.	251-533-7198	

MINUTES

Neighborhood Meeting	**Date: January 25th 2024** 4:15pm
Topic: Rezoning, 1100 Springhill Ave	**Location: 1100 Springhill Ave, Mobile, AL 36601**

Proceedings:

Overview

Project Description:

Rezoning + Combining Lots at 1100 Springhill

Details of Development:

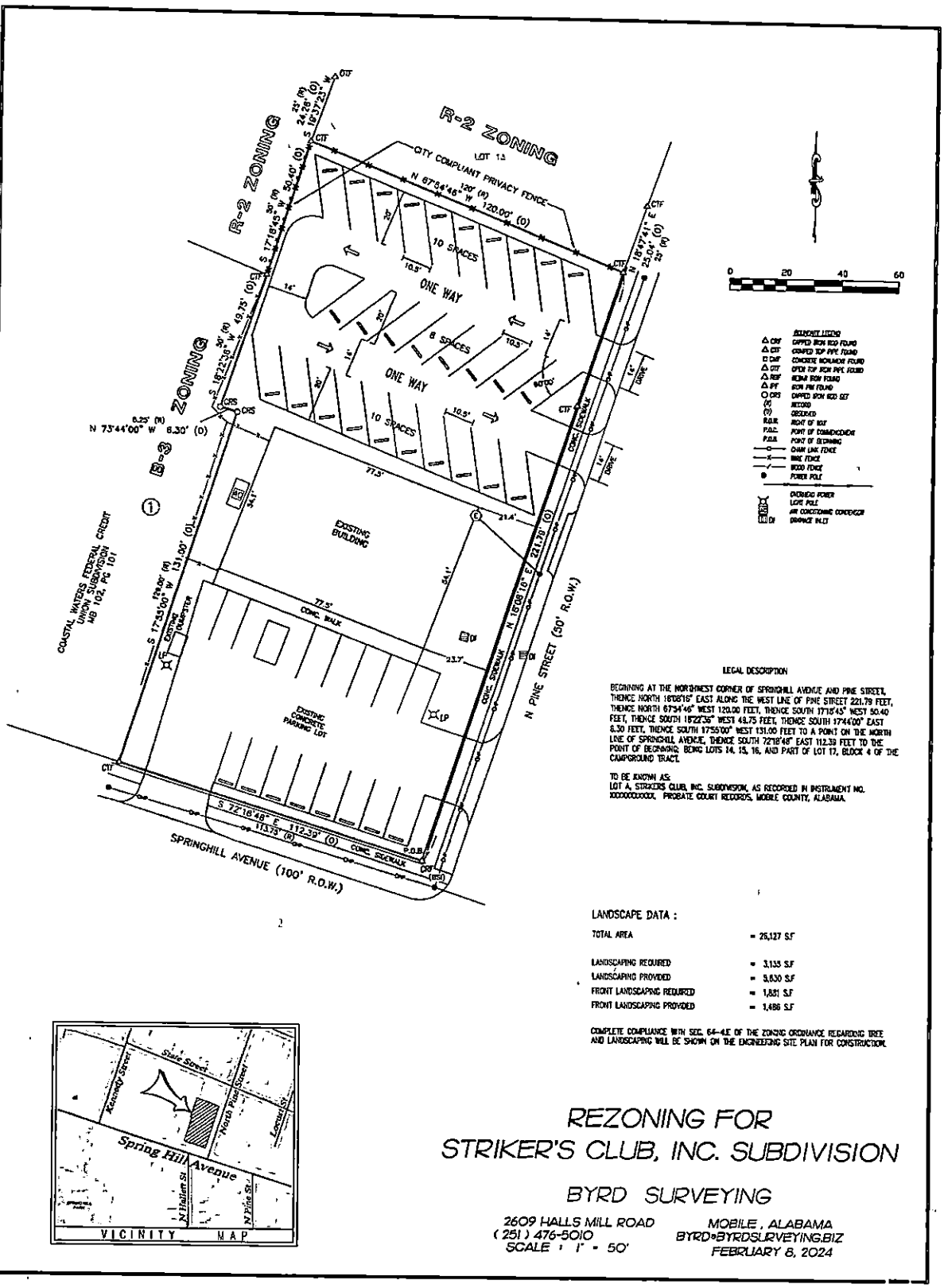
- Description of rezoning lots in the rear of the building at 1100 Springhill Ave from residential to business
- Description of combining all lots into a single subdivision
- The ultimate goal discussed was to add a parking lot in the rear of the building

Additional Notes / other documents provided or referenced:

N/A

Prepared by:

/Leonard Stewart
Strikers Club, Inc.



BOUNDARY LEGEND
- △ CRF — CAPPED IRON ROD FOUND
- △ CTF — CRIMPED TOP PIPE FOUND
- □ CMF — CONCRETE MONUMENT FOUND
- △ CTF — OPEN TOP IRON PIPE FOUND
- △ REBF — REBAR IRON FOUND
- △ IPF — IRON PIN FOUND
- ○ CRS — CAPPED IRON ROD SET
- (R) — RECORD
- (D) — DESIGNED
- R.O.W. — RIGHT OF WAY
- P.O.C. — POINT OF COMMENCEMENT
- P.O.B. — POINT OF BEGINNING
- CHAIN LINK FENCE
- WIRE FENCE
- WOOD FENCE
- POWER POLE
- OVERHEAD POWER
- LIGHT POLE
- AIR CONDITIONING CONDENSOR
- DRAINAGE INLET

LEGAL DESCRIPTION

BEGINNING AT THE NORTHWEST CORNER OF SPRINGHILL AVENUE AND PINE STREET, THENCE NORTH 16°08'16" EAST ALONG THE WEST LINE OF PINE STREET 221.79 FEET, THENCE NORTH 67°54'46" WEST 120.00 FEET, THENCE SOUTH 17°15'45" WEST 50.40 FEET, THENCE SOUTH 18°22'36" WEST 49.75 FEET, THENCE SOUTH 17°44'00" EAST 6.30 FEET, THENCE SOUTH 17°55'00" WEST 131.00 FEET TO A POINT ON THE NORTH LINE OF SPRINGHILL AVENUE, THENCE SOUTH 72°18'48" EAST 112.39 FEET TO THE POINT OF BEGINNING; BEING LOTS 14, 15, 16, AND PART OF LOT 17, BLOCK 4 OF THE CAMPGROUND TRACT.

TO BE KNOWN AS:
LOT A, STRIKERS CLUB, INC. SUBDIVISION, AS RECORDED IN INSTRUMENT NO. XXXXXXXXXX, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

LANDSCAPE DATA :

TOTAL AREA	= 26,127 S.F
LANDSCAPING REQUIRED	= 3,133 S.F
LANDSCAPING PROVIDED	= 5,630 S.F
FRONT LANDSCAPING REQUIRED	= 1,881 S.F
FRONT LANDSCAPING PROVIDED	= 1,486 S.F

COMPLETE COMPLIANCE WITH SEC. 64-4.E OF THE ZONING ORDINANCE REGARDING TREE AND LANDSCAPING WILL BE SHOWN ON THE ENGINEERING SITE PLAN FOR CONSTRUCTION.

REZONING FOR STRIKER'S CLUB, INC. SUBDIVISION

BYRD SURVEYING

2609 HALLS MILL ROAD
(251) 476-5010
SCALE : 1" = 50'

MOBILE, ALABAMA
BYRD@BYRDSURVEYING.BIZ
FEBRUARY 8, 2024

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606

Strikers Club, Inc.
P. O. Box 965
Mobile, AL 36601

Maxine Shinn
1065 Summerville St.
Mobile, AL 36617

Andrews & Atchison Properties LLC
2860 Springhill Avenue
Mobile, AL 36607

Board of Water & Sewer
P. O. Box 180249
Mobile, AL 36618

Progressive Federal Credit Union
1065 Springhill Avenue
Mobile, AL 36601

Mary T. Saad & Mary M. Larche
3910 Point Road
Mobile, AL 36619

Juanita Owens Smith
153 South Broad Street
Mobile, AL 36602

Thurmond Abrams
1055 State Street
Mobile, AL 36606

Sylvia Elliott
1019 Congress Street
Mobile, AL 36603

MLK Ave Redevelopment Corp
P. O. Box 2204
Mobile, AL 36602

WNM Construction Co., Inc.
1008 Cloverdale Drive
Mobile, AL 36606

Justin J. Perron
24431 Rovendale Court
Murrieta, CA 92562

Geralyn B. Carter
4022 Ballentine
San Antonio, TX 78257

Presnell Properties Mobile, LLP
327 S. Sage Avenue
Mobile, AL 36606

Roderick & Elaine James
1005 Congress Street
Mobile, AL 36603

Patricia Campbell
1002 State Street
Mobile, AL 36603

Mobile Power Brake & Equipment
305 Brawood Drive
Mobile, AL 36608

John N. Morris
2002 Edwards Street
Mobile, AL 36617

Joyce Danzy, et al
166 N. Pine Street
Mobile, AL 36603

Lauretta Law
157 Locust Street
Mobile, AL 36603

Melma Finklea
153 Locust Street
Mobile, AL 36603

AREC 2 LLC
P. O. Box 29046
Phoenix, AZ 85038

Marlon D. Gaines
121 Columbia Street
Mobile, AL 36607

Sonjae Smith, et al
3732 Longridge Drive E.
Mobile, AL 36693

Sharon A. Pate
256 Oak Drive
Mobile, AL 36617

Johnnie Mae & Charles Allen
116 N. Hallett Street
Mobile, AL 36604

Zeta Phi Beta Sorority, Inc.
P. O. Box 40844
Mobile, AL 36640

Blue Marathon Inv Group 2, LLC
10223 Estia Street
Daphne, AL 36526

Hung O. Tran
9584 Bridle Court
Mobile, AL 36695

Michael L. Meeks
3750 Bay Tree Road
Lynn Haven, FL 32444

Council & Mary Powell
18 Edgefield Road
Mobile, AL 36608

Terry Baaqee
128 Ash Avenue
Prichard, AL 36610

Ruth A. Jones
c/o Delores Bruner
1059 State Street
Mobile, AL 36603

Maurice Houston
601 Delaware Street
Mobile, AL 36603

Ranita Smith
100 Michael Donald Ave.
Mobile, AL 36604

Tinh Van Nguyen
4106 Yellow Heron Lane
Mobile, AL 36693

Tracy E. Shannon
670 Florida Street Ext.
Mobile, AL 36617

Nham, Anh, & Khuyen Nguyen
6924 Providence Estates Dr. S.
Mobile, AL 36695

Jarrod White
1200 Dauphin Street
Mobile, AL 36604

Bruce B. Malone
166 Kennedy Street
Mobile, AL 36603

Beatrice McCants
506 Rickarby Street
Mobile, AL 36606

Peter A. Burden, Jr.
P. O. Box 66244
Mobile, AL 36660

M & B Builders, LLC
P. O. Box 2947
Mobile, AL 36652

Pamela Pulmas
1050 State Street
Mobile, AL 36603

Hilton F. Jones Protected Series
1052 & 1054
P. O. Box 50097
Mobile, AL 36605

Patricia Ann & John Ransom
5309 Medford Drive N.
Mobile, AL 36693

John McCampbell
c/o Cory McCampbell
2321 Lantern Lane W.
Mobile, AL 36693

Doris M. Thornton
706 Merritt Drive
Mobile, AL 36609

Marion Timmons
c/o Chancey Timmons
2460 Abner PL NW
Atlanta, GA 30318

Christopher Williams & Janea Sylve
1066 State Street
Mobile, AL 36603

Elizabeth Williams
c/o Alfred Williams
671 Cherokee Street
Mobile, AL 36606

Karen Anne Adams
478 Barlow Street
Mobile, AL 36617

J. Gregory Carwie
c/o Carolyn Cross
1072 State Street
Mobile, AL 36603

Agenda Item # 12

SUB-002850-2024 & ZON-UDC-002851-2024

View additional details on this proposal and all application materials using the following link:

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
1100 Spring Hill Avenue

Subdivision Name:
Striker's Club, Inc. Subdivision

Applicant / Agent:
Kari Givens, Byrd Surveying, Inc.

Property Owners:
Striker's Club, Inc.

Current Zoning:
R-2, Two-Family Residential Urban District, B-1, Buffer Business Urban District, & B-3, Community Business Urban District

Proposed Zoning:
B-3, Community Business Urban District

Future Land Use:
Mixed Density Residential
& Traditional Mixed-Use Corridor

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:

- Subdivision approval to create one (1) legal lot of record.
- Rezoning from R-2, B-1, & B-3 to B-3
  - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Subdivision proposal with nine (9) conditions; and
2. Rezoning with three (3) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 6
Exhibits 8

SITE HISTORY

The is composed of Lots 14, 15, 16, and part of Lot 17 of Block 4 of the Campground Tract Subdivision, the plat for which was recorded in Mobile County Probate Court in the 1890s.

Rezoning of the site currently zoned R-2, from R-2 to B-3, was denied by the Planning Commission in November 1993. A request to rezone the site from R-2 to B-2 was also denied by the Planning Commission in January 1994.

Rezoning of the site currently zoned B-1, from R-2 to B-1, was adopted by City Council at its March 17, 1994 meeting.

There are no other Planning Commission or Board of Zoning Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

Subdivision:

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

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. Revise NOTES #7 from "...(FLIGHT 23 - #76)..." to "... (FLIGHT 29 - #74)...".
C. Revise NOTES #7 from "...LOT A – 26,000 SF." to "LOT A – 6,000 SF."
D. List the amount of ROW dedication in square feet and in acres.
E. Check and revise either the Bearing callout in the plan or in the legal description for the short 6.30-foot long section along the western property line.
F. 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. 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

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units to the north and commercial units to the south.

APPLICATION NUMBER 12 DATE March 21, 2024

APPLICANT Striker's Club, Inc. Subdivision

REQUEST Subdivision, Rezoning from R-2, B-1, and B-3 to B-3

N

NTS

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:

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, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

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 (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinkled commercial buildings, within 600' of sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

Subdivision

The purpose of this application is to create one (1) legal lot of record from three (3) legal lots of record, and one (1) metes-and-bounds parcel. The site is served by public water and sanitary sewer services.

The proposed lot has frontage on Spring Hill Avenue, a Principal Arterial street requiring a 100-foot right-of-way at this location; and on North Pine Street, a minor street with curb and gutter requiring a 50-foot right-of-way. Sufficient rights-of-way are depicted along both streets on the preliminary plat, thus no additional dedication should be required.

A 25-foot corner radius is required where Spring Hill Avenue and North Pine Street intersect, per Section 6.C.6. of the Subdivision Regulations, but the preliminary plat depicts a sub-standard 10-foot corner radius. Section 6.B.12. of the Subdivision Regulations allows a 20-foot corner radius, but anything less requires approval from the City Engineer. As such, the plat should be revised to illustrate at least a 25-foot corner radius at the intersection of Spring Hill Avenue and North Pine Street unless a reduced corner radius is approved by the City Engineer, in which case a waiver of Section 6.C.6. will be required.

The lot, as proposed, exceeds the minimum size requirement for lots served by public water and sanitary sewer in the R-2, B-1, and B-3 Urban districts, and is appropriated labeled in square feet and acres on the preliminary plat. If approved, this information should be retained on the Final Plat, adjusted for any required dedication; or provision of a table on the Final Plat with the same information will suffice.

No front yard setback is illustrated along either street. A minimum 5-foot front yard setback is required for lots in an R-2 Urban district, and a minimum 10-foot front yard setback is required for lots in B-1 Urban and B-3 Urban districts, per Article 2, Sections 64-2-6.E., 64-2-10.E., and 64-2-14.E., respectively. A rezoning request is being considered concurrently with the subdivision request to rezone the proposed lot to B-3 Urban district. As such, if approved, a front yard setback compliant with the underlying zoning district and sub-district should be illustrated along Spring Hill Avenue and North Pine Street.

If both subdivision and rezoning requests are approved, a portion of the proposed lot will abut residentially zoned properties to the North and West. As such, the site will need to comply with the Protection Buffer requirements of Article 3, Section 64-3-8 of the UDC, including the provision of a 10-foot setback where the site adjoins residential property. Such setbacks, including other side and rear yard setbacks, are not required to be illustrated on the subdivision plat, but the applicant should be aware that they will need to be illustrated on any site plans submitted for the review of any development permits.

A portion of the site is developed with a 4,192± square-foot commercial building and parking lot. It should be noted that future development or redevelopment of the site may require full compliance with the development standards of the UDC.

If approved, the subdivision would result in a single lot of record split-zoned R-2, B-1, and B-3. As such, the request for Subdivision Approval will be contingent upon approval of the associated Rezoning request.

Rezoning

As mentioned, if the subdivision request is approved it will result in a single lot of record being split-zoned R-2, B-1, and B-3. The applicant's justification for the rezoning, which can be viewed using the link on Page 1 of this report, is that changing conditions in the area make rezoning necessary and desirable.

The site is surrounded by properties zoned B-3, Community Business Urban District, to the East, South, and West. Properties to the North and Northwest are zoned R-2, Two-Family Residential Urban District. Whether this indicates changing conditions in the surrounding area make rezoning to B-3 appropriate is for the Planning Commission to recommend and for City Council to decide, but subdivision of the property suggests rezoning of the property, in general, is necessary, especially to eliminate the potential for split zoning.

The conceptual plan submitted with the request illustrates that additional parking will be constructed on a portion of the proposed lot and will serve the existing commercial building. Bringing the site under one (1) zoning classification, particularly a commercial classification, is necessary to facilitate further development of the site.

A privacy fence is illustrated on the conceptual plan where the site adjoins residential property; however, if approved, full compliance with the Protection Buffer requirements of Article 3, Section 64-3-8 of the UDC will be required, including a 10-foot setback and the provision of a vegetative screen planting strip. Such compliance should be illustrated on any site plan submitted for the review and approval of development permits.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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.

Considerations:

If the Planning Commission considers approving the Subdivision request, the following conditions could apply:

1. Retention of the right-of-way width(s) as depicted on the preliminary plat;
2. Dedication sufficient to provide a 25-foot corner radius at the intersection of Spring Hill Avenue and North Pine Street, in compliance with Section 6.C.6. of the Subdivision Regulations, unless a smaller radius is approved by the City Engineer and the Planning Commission waives Section 6.C.6.;
3. Retention of the lot's size in both square feet and acres, adjusted for any required dedication, or the provision of a table on the Final Plat with the same information;
4. Revision of the plat to illustrate a front yard setback compliant with the underlying zoning district and sub-district along Spring Hill Avenue and North Pine Street, adjusted for any required dedication;
5. Completion of the Rezoning request to eliminate the potential for a split-zoned lot;
6. Compliance with all Engineering comments noted in this staff report;
7. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
8. Compliance with all Urban Forestry comments noted in this staff report; and,
9. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

- Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- Compatibility. Whether the proposed amendment is compatible with:
    - The current development trends, if any, in the vicinity of the subject property;
    - Surrounding land uses;

- Would adversely impact neighboring properties; or
- Cause a loss in property values.

- Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
- Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
- Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
- Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

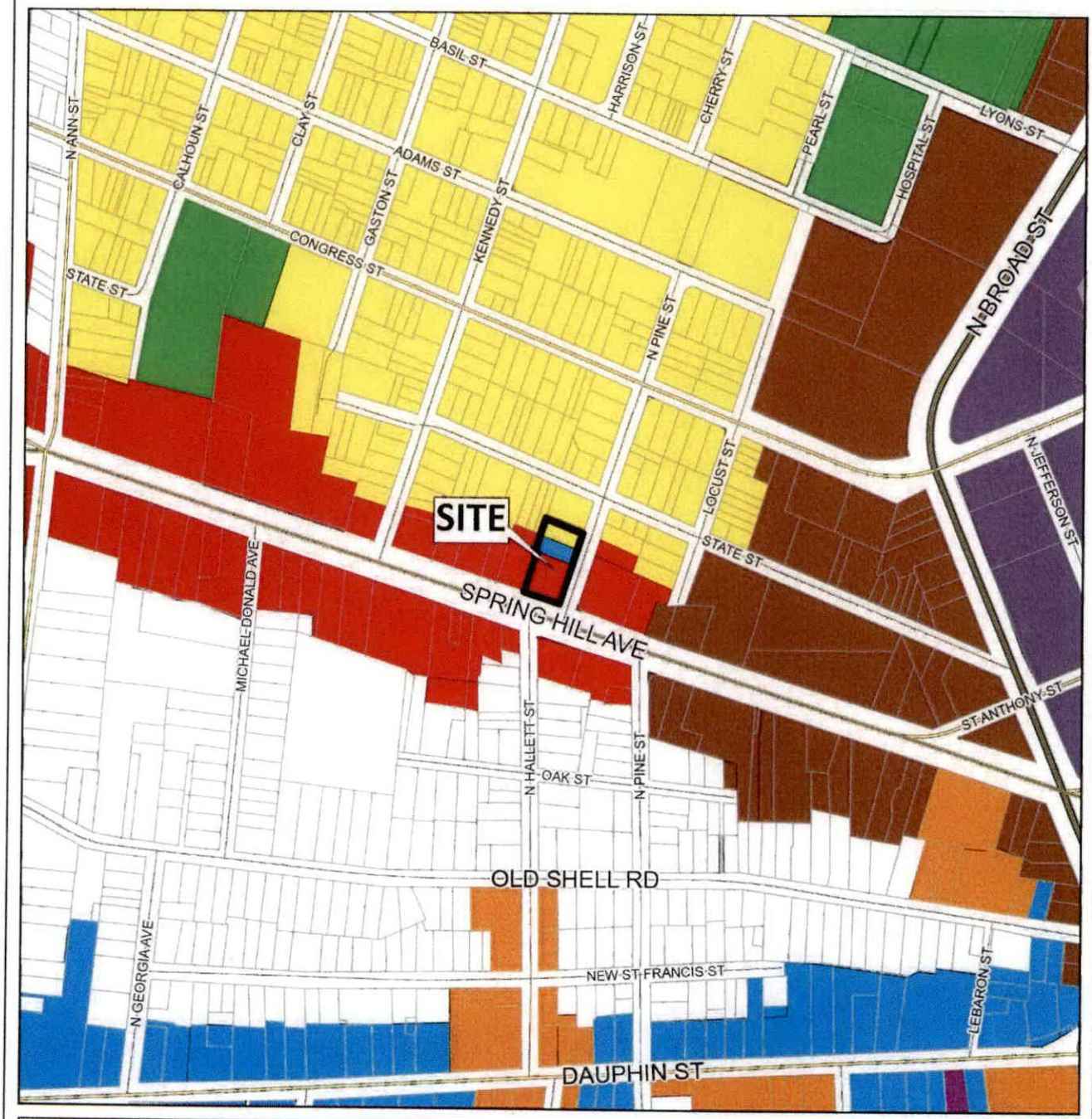
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following conditions could apply:

1. Completion of the Subdivision process;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
3. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 12 DATE March 21, 2024

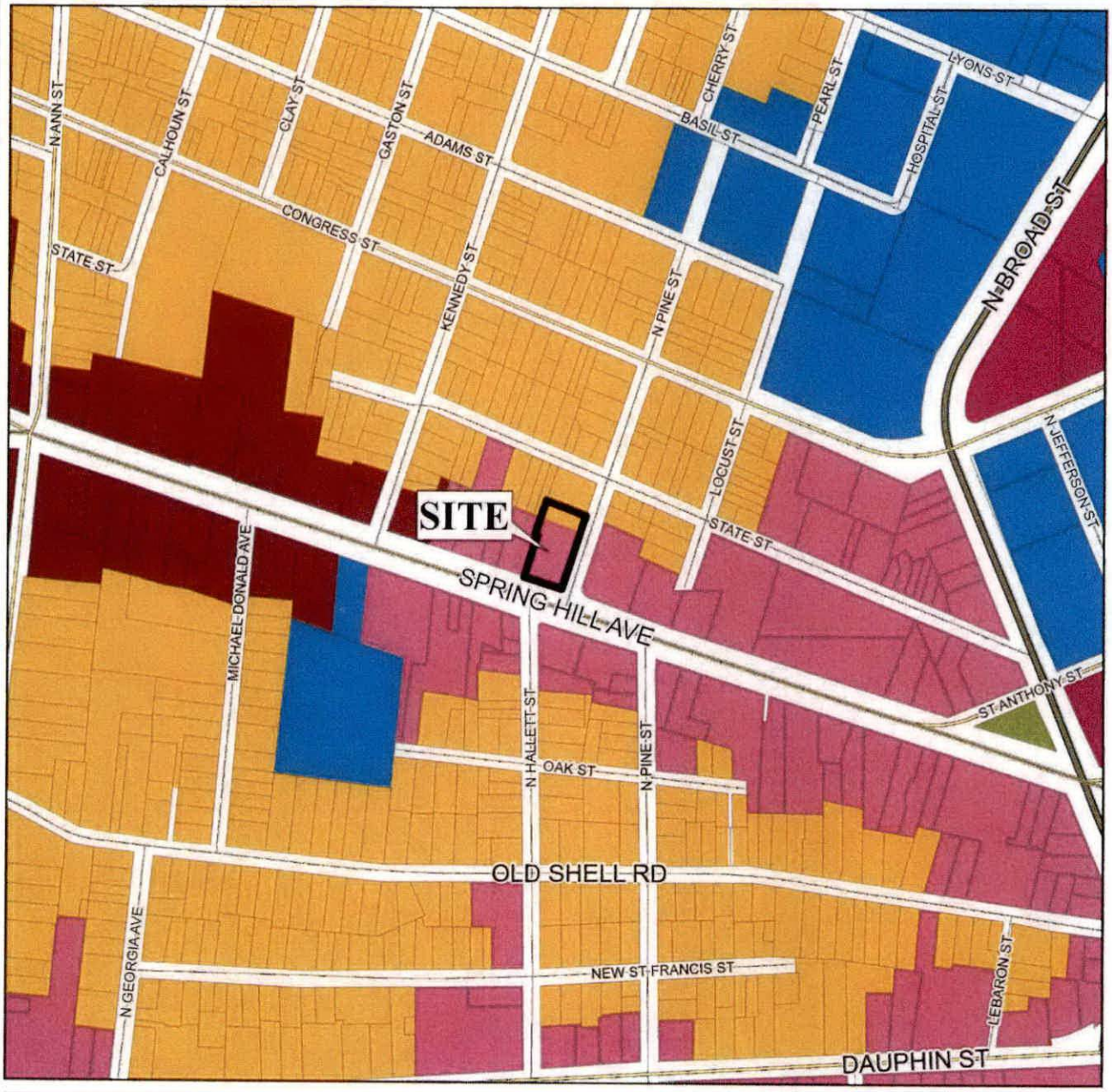
APPLICANT Striker's Club, Inc. Subdivision

REQUEST Subdivision, Rezoning from R-2, B-1, and B-3 to B-3

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 12 DATE March 21, 2024

APPLICANT Striker's Club, Inc. Subdivision

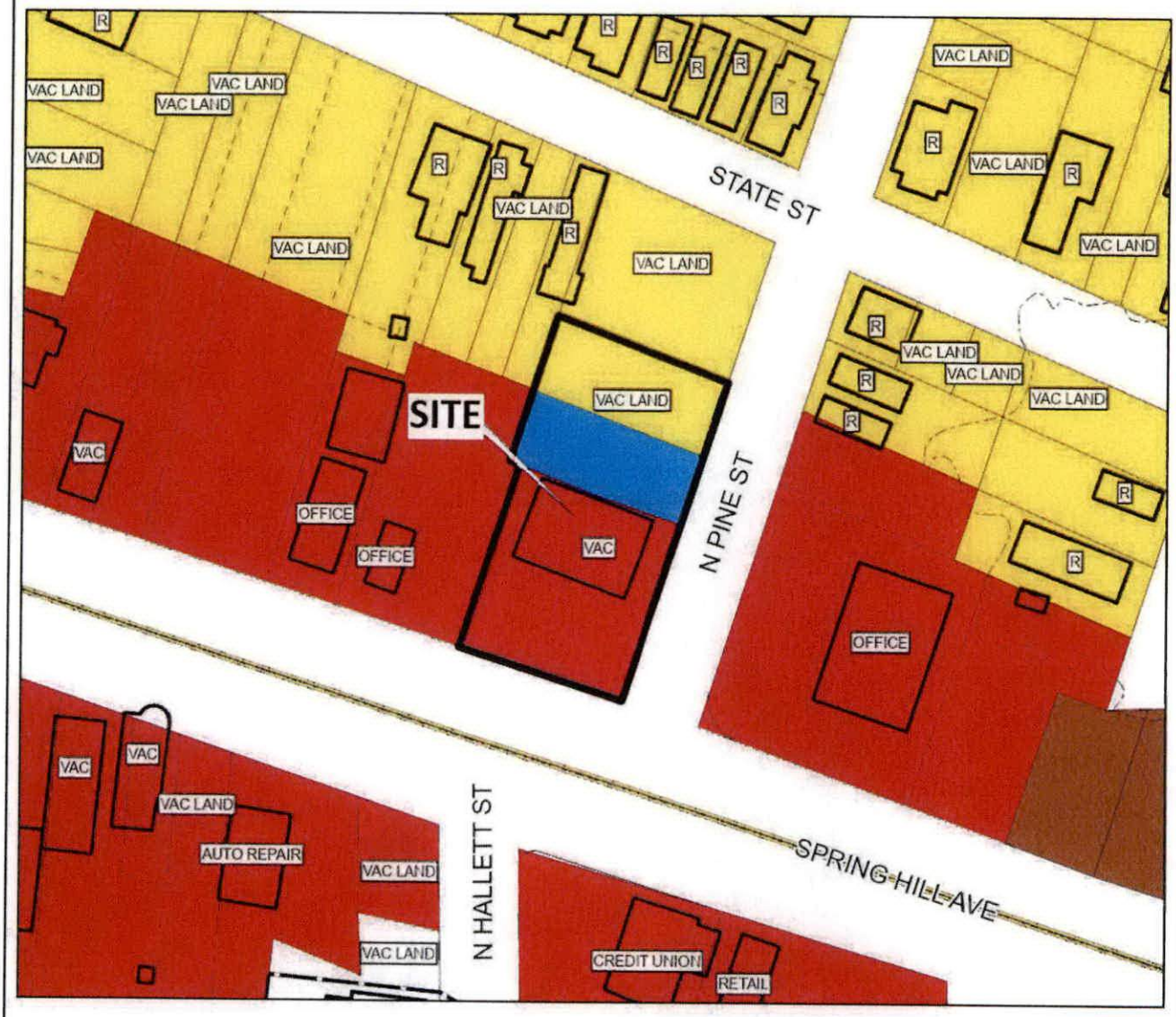
REQUEST Subdivision, Rezoning from R-2, B-1, and B-3 to B-3

- 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

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units to the north and commercial units to the south.

APPLICATION NUMBER 12 DATE March 21, 2024

APPLICANT Striker's Club, Inc. Subdivision

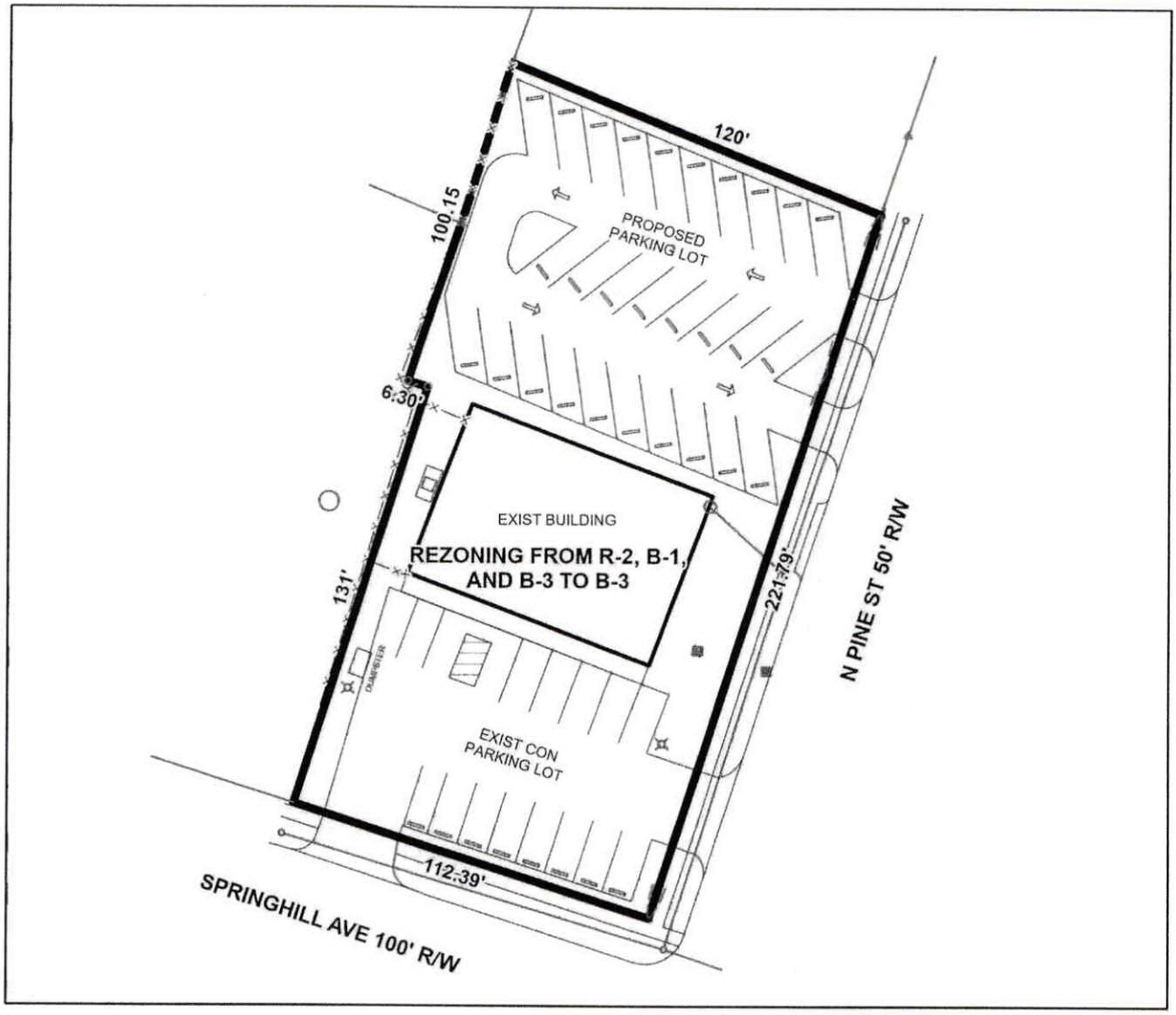
REQUEST Subdivision, Rezoning from R-2, B-1, and B-3 to B-3

R-A R-1 R-2 R-3 R-B H-B B-1 T-B LB-2 B-2 B-3 B-4 B-5 CW MM ML MH I-1 I-2 PD MUN OPEN SD SD-WH T-3 T-4 T-5.1 T-5.2 T-6

N

NTS

SITE PLAN



The site plan illustrates the existing building and parking, and proposed parking.

APPLICATION NUMBER 12 DATE March 21, 2024 APPLICANT Striker's Club, Inc. Subdivision REQUEST Subdivision, Rezoning from R-2, B-1, and B-3 to B-3	N NTS

ZONING DISTRICT CORRESPONDENCE MATRIX

		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- ○ Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

MIXED DENSITY RESIDENTIAL (MxDR)

This designation applies mostly to residential areas located between Downtown and the Beltline, where the predominant character is that of a traditional neighborhood laid out on an urban street grid.

These residential areas should offer a mix of single family homes, townhouses, 2- to 4- residential unit buildings, accessory dwellings, and low- and mid-rise multifamily apartment buildings. The density varies between 6 and 10 du/ac, depending on the mix, types, and locations of the housing as specified by zoning.

Like LDR areas, MxDR areas may incorporate compatibly scaled and sited complementary uses such as neighborhood retail and office uses, schools, playgrounds and parks, and churches and other amenities that create a complete neighborhood fabric and provide safe and convenient access to daily necessities.

TRADITIONAL CORRIDOR (TC)

This land use designation generally applies to transportation corridors east of I-65, which serve as the primary commercial and mixed-use gateway to Downtown and the City's traditional neighborhoods (equivalent to Map for Mobile's Traditional Neighborhoods).

Depending on their location (and as allowed by specific zoning), TC designations incorporate a range of moderately scaled single-use commercial buildings holding retail or services; buildings that combine housing units with retail and/or office; a mix of housing types including low- or mid-rise multifamily structures ranging in density from 4 to 10 du/ac; and attractive streetscapes and roadway designs that safely accommodate all types of transportation – transit, bicycling, walking, and driving. In these areas, special emphasis is placed on the retention of existing historic structures, compatible infill development, and appropriate access management.

MIXED COMMERCIAL CORRIDOR (MCC)

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.

ZONING DISTRICT CORRESPONDENCE MATRIX

		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	O	
MULTIPLE-FAMILY	R-3	O	■			■	■						□	O	
RESIDENTIAL-BUSINESS	R-B		O			■		■					□	O	
TRANSITIONAL-BUSINESS	T-B		O		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									O	O		□		
DOWNTOWN DEV. DD	SD	O	O	O	O	O	O	O		O	O		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	O	
NEIGH. BUSINESS	B-2		O			□	■	■	■				□	O	
LIMITED BUSINESS	LB-2		O			□	■	■	■				□	O	
COMMUNITY BUSINESS	B-3				■				■			O	□	O	
GEN. BUSINESS	B-4			■					■			O	□	O	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- O Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

AGENDA ITEM SUMMARY SHEET

Agenda of:5/14/2024

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	4/9/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/4/2024 - 3:04 PM

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE

WHEREAS, a Planned Unit Development (PUD) was approved on November 4, 2021 to allow multiple buildings on a single building site and shared access and parking between multiple building sites on property located at 3201 Airport Boulevard and 410 & 450 Bel Air Boulevard and described as follows:

LOTS 3 AND 4, BEL AIR MALL SUBDIVISION AS RECORDED IN MAP BOOK 133,, PAGE 10 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; LOTS 1, 2 AND 3, RESUBDIVISION OF LOT 2, BEL AIR MALL SUBDIVISION AS RECORDED IN INSTRUMENT #2021076191 OF SAID RECORDS.

WHEREAS, the owner of said property applied for a Major Modification of the PUD on January 12, 2024 allowing multiple buildings on a single building site, and shared access and parking between multiple building sites.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on March 21, 2024 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Revision of the site plan, including the legal description, to clearly depict all parcels included in the Modification of the PUD;
2. Provision of a note on the recorded site plan stating future development, redevelopment, or any changes to the use and/or scope of operations of an existing use of the site may require additional modification of the Planning Approval to be approved by the Planning Commission and City Council;
3. Revision of the site plan to clearly label adjacent lots and their associated Subdivision names as well as map book and page or instrument number;
4. Compliance with all Engineering comments noted in the staff report;
5. Provision of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
6. Compliance with all Urban Forestry comments noted in the staff report;
7. Compliance with all Fire Department comments noted in the staff report; and,
8. Submittal to and approval by Planning and Zoning of the Major Modification of the Planned Unit Development site plan prior to recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning.

WHEREAS, the City Council finds that the proposed modification:

a. Is consistent with all applicable requirements of this Chapter;
b. Is compatible with the character of the surrounding neighborhood;
c. Will not impede the orderly development and improvement of surrounding property;

d. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads; and
f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas.

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

Section One: That the modification of the PUD is hereby approved with the following required conditions:

1. Revision of the site plan, including the legal description, to clearly depict all parcels included in the Modification of the PUD;
2. Provision of a note on the recorded site plan stating future development, redevelopment, or any changes to the use and/or scope of operations of an existing use of the site may require additional modification of the Planning Approval to be approved by the Planning Commission and City Council;
3. Revision of the site plan to clearly label adjacent lots and their associated Subdivision names as well as map book and page or instrument number;
4. Compliance with all Engineering comments noted in the staff report;
5. Provision of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
6. Compliance with all Urban Forestry comments noted in the staff report;
7. Compliance with all Fire Department comments noted in the staff report; and,
8. Submittal to and approval by Planning and Zoning of the Major Modification of the Planned Unit Development site plan prior to recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning.

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

Adopted:

Lisa Lambert, City Clerk

The Shoppes at Bel Air, Felix Reznick, 4th Dimension Properties, LLC
3201 Airport Boulevard and 410 & 450 Bel Air Boulevard
Council District 5
Joel Daves

41-334 **2024**

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: APR 09 2024

Lana Pafenbach
ASSISTANT City Clerk

Notice of Public Hearing for the Proposed Modification of a
Previously Approved Planned Unit Development for Property
Located at 3201 Airport Boulevard and 410 & 450 Bel Air Boulevard

Pursuant to Resolution of the Mobile, Alabama City Council adopted **April 9, 2024**, a public hearing will be held on the **14th** day of **May**, 2024, at 10:30 a.m., to consider adoption of an ordinance for the modification of a Previously Approved Planned Unit Development for property located at 3201 Airport Boulevard and 410 & 450 Bel Air Boulevard to allow multiple buildings on a single building site, and shared access and parking between multiple building sites.

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 CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE

WHEREAS, a Planned Unit Development (PUD) was approved on November 4, 2021 to allow multiple buildings on a single building site and shared access and parking between multiple building sites on property located at 3201 Airport Boulevard and 410 & 450 Bel Air Boulevard and described as follows:

LOTS 3 AND 4, BEL AIR MALL SUBDIVISION AS RECORDED IN MAP BOOK 133,, PAGE 10 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; LOTS 1, 2 AND 3, RESUBDIVISION OF LOT 2, BEL AIR MALL SUBDIVISION AS RECORDED IN INSTRUMENT #2021076191 OF SAID RECORDS.

WHEREAS, the owner of said property applied for a Major Modification of the PUD on January 12, 2024 allowing multiple buildings on a single building site, and shared access and parking between multiple building sites.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on March 21, 2024 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Revision of the site plan, including the legal description, to clearly depict all parcels included in the Modification of the PUD;
2. Provision of a note on the recorded site plan stating future development, redevelopment, or any changes to the use and/or scope of operations of an existing use of the site may require additional modification of the Planning Approval to be approved by the Planning Commission and City Council;
3. Revision of the site plan to clearly label adjacent lots and their associated Subdivision names as well as map book and page or instrument number;
4. Compliance with all Engineering comments noted in the staff report;
5. Provision of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;

6. Compliance with all Urban Forestry comments noted in the staff report;
7. Compliance with all Fire Department comments noted in the staff report; and,
8. Submittal to and approval by Planning and Zoning of the Major Modification of the Planned Unit Development site plan prior to recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning.

WHEREAS, the City Council finds that the proposed modification:

a. Is consistent with all applicable requirements of this Chapter;
b. Is compatible with the character of the surrounding neighborhood;
c. Will not impede the orderly development and improvement of surrounding property;
d. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads; and
f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas.

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

Section One: That the modification of the PUD is hereby approved with the following required conditions:

1. Revision of the site plan, including the legal description, to clearly depict all parcels included in the Modification of the PUD;
2. Provision of a note on the recorded site plan stating future development, redevelopment, or any changes to the use and/or scope of operations of an existing use of the site may require additional modification of the Planning Approval to be approved by the Planning Commission and City Council;
3. Revision of the site plan to clearly label adjacent lots and their associated Subdivision names as well as map book and page or instrument number;
4. Compliance with all Engineering comments noted in the staff report;
5. Provision of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
6. Compliance with all Urban Forestry comments noted in the staff report;
7. Compliance with all Fire Department comments noted in the staff report; and,
8. Submittal to and approval by Planning and Zoning of the Major Modification of the Planned Unit Development site plan prior to recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning.

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 UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 14th day of May, 2024, 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 Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 17th day of April, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 3201 Airport Boulevard and 410 & 450 Bel Air Boulevard.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on November 4, 2021. The owner of said property has applied for a Major Modification of the PUD allowing multiple buildings on a single building site, and shared access and parking between multiple building sites. If approved, the Major Modification will allow multiple buildings on a single building site, and shared access and parking between multiple building sites subject to the following proposed conditions: 1. Revision of the site plan, including the legal description, to clearly depict all parcels included in the Modification of the PUD; 2. Provision of a note on the recorded site plan stating future development, redevelopment, or any changes to the use and/or scope of operations of an existing use of the site may require additional modification of the Planning Approval to be approved by the Planning Commission and City Council; 3. Revision of the site plan to clearly label adjacent lots and their associated Subdivision names as well as map book and page or instrument number; 4. Compliance with all Engineering comments noted in the staff report; 5. Provision of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report; 6. Compliance with all Urban Forestry comments noted in the staff report; 7. Compliance with all Fire Department comments noted in the staff report; and, 8. Submittal to and approval by Planning and Zoning of the Major Modification of the Planned Unit Development site plan prior to recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning.

This proposed amendment to the Unified Development Code will be in full force and effect from after its publication and adoption by the Mobile City Council.

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

April 3, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of March 21, 2024 considered the request of The Shoppes at Bel Air, Felix Reznick, 4th Dimension Properties, LLC, for a Major Modification of a previously approved Planned Unit Development (PUD) allowing multiple buildings on a single building site, and shared access and parking between multiple building sites for the property located at 3201 Airport Boulevard and 410 & 450 Bel Air Boulevard.

After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Revision of the site plan, including the legal description, to clearly depict all parcels included in the Modification of the PUD;
2. Provision of a note on the recorded site plan stating future development, redevelopment, or any changes to the use and/or scope of operations of an existing use of the site may require additional modification of the Planning Approval to be approved by the Planning Commission and City Council;
3. Revision of the site plan to clearly label adjacent lots and their associated Subdivision names as well as map book and page or instrument number;
4. Compliance with all Engineering comments noted in the staff report;
5. Provision of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
6. Compliance with all Urban Forestry comments noted in the staff report;
7. Compliance with all Fire Department comments noted in the staff report; and,
8. Submittal to and approval by Planning and Zoning of the Major Modification of the Planned Unit Development site plan prior to recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning.

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

March 25, 2024

Felix Reznick
4th Dimension Properties, LLC
1909 Tyler Street
Suite 403
Hollywood, Florida 33020

Re: 3201 Airport Boulevard, 410 & 450 Bel Air Boulevard
MOD-002804-2024
Resubdivision of Lot 1 of the Resubdivision of Lot 2 of Bel Air Mall Subdivision
Felix Reznick, 4th Dimension Properties, LLC
District 5
Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site, and shared access and parking between multiple building sites.

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

At its meeting on March 21, 2024, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined the following Findings of Fact to support modification of the previously approved Planned Unit Development:

a. The request is consistent with all applicable requirements of this Chapter;
b. The Request is compatible with the character of the surrounding neighborhood;
c. The request will not impede the orderly development and improvement of surrounding property;
d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads; and
f. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas.

MOD-002804-2024 Resubdivision of Lot 1 of the Resubdivision of Lot 2 of Bel Air Mall Subdivision
March 25, 2024

As such, the Planning Commission voted to recommend approval of the Major Planned Unit Development Modification to the City Council, subject to the following conditions:

1. Revision of the site plan, including the legal description, to clearly depict all parcels included in the Modification of the PUD;
2. Provision of a note on the recorded site plan stating future development, redevelopment, or any changes to the use and/or scope of operations of an existing use of the site may require additional modification of the Planning Approval to be approved by the Planning Commission and City Council;
3. Revision of the site plan to clearly label adjacent lots and their associated Subdivision names as well as map book and page or instrument number;
4. Compliance with all Engineering comments noted in the staff report;
5. Provision of a note on the Final Plat stating all Traffic Engineering comments noted in the staff report;
6. Compliance with all Urban Forestry comments noted in the staff report;
7. Compliance with all Fire Department comments noted in the staff report; and,
8. Submittal to and approval by Planning and Zoning of the Major Modification of the Planned Unit Development site plan prior to recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning.

The advertising fee for this application based on the current legal description is $475.00. 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.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and 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

MOD-002804-2024 Resubdivision of Lot 1 of the Resubdivision of Lot 2 of Bel Air Mall Subdivision
March 25, 2024

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION
February 26, 2024

Felix Reznick
4th Dimension Properties, LLC
1909 Tyler Street
Suite 403
Hollywood, Florida 33020

Re: 3201 Airport Boulevard, 410 & 450 Bel Air Boulevard
MOD-002804-2024
Resubdivision of Lot 1 of the Resubdivision of Lot 2 of Bel Air Mall Subdivision
Felix Reznick, 4th Dimension Properties, LLC
District 5
Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site, and shared access and parking between multiple building sites.

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

At its meeting on February 22, 2024, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission heldover the request to the March 21st meeting, with revisions due by March 5th, to allow the applicant time to address the following:

1) Revision of the site plan to include Lots 3 and 4, Bel Air Mall Subdivision as required by the 2021 PUD;
2) Submittal of authorization of the property owners for Lots 2 and 3, Resubdivision of Lot 2, Bel Air Mall Subdivision and Lots 3 and 4, Bel Air Mall Subdivision; and
3) Revision of the site plan to clearly label adjacent lots and their associated Subdivision names as well as map book and page or instrument number.

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
January 25, 2024
PUBLIC HEARING NOTICE

Re: 3201 Airport Boulevard, 410 & 450 Bel Air Boulevard
MOD-002804-2024
Resubdivision of Lot 1 of the Resubdivision of Lot 2 of Bel Air Mall Subdivision
Felix Reznick, 4th Dimension Properties, LLC
District 5
Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site, and shared access and parking between multiple building sites.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, February 22, 2024, 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.

Your presence, or that of your agent, is required at this hearing. Failure to participate in 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:

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

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, by 2:00 p.m. on Wednesday, February 21, 2024, 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
January 25, 2024
PUBLIC HEARING NOTICE

Re: 3201 Airport Boulevard, 410 & 450 Bel Air Boulevard
MOD-002804-2024
Resubdivision of Lot 1 of the Resubdivision of Lot 2 of Bel Air Mall Subdivision
Felix Reznick, 4th Dimension Properties, LLC
District 5
Modification of a previously approved Planned Unit Development allowing multiple buildings on a single building site, and shared access and parking between multiple building sites.

Dear Property Owner(s):

This letter is to advise property owners within 300 feet, as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, February 22, 2024, 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.

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.

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:

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

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, by 2:00 p.m. on Wednesday, February 21, 2024, 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 Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes.

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

City of Mobile · Planning & Zoning

Planning Commission Application

For **hard copy submissions, 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) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit $500
Conditional Use Permit for Above-Ground Oil Storage Tank* $1,500
Conditional Use Permit for Hazardous Substance Storage Tank* $1,500
Rezoning, Text Amendment, or Specific Area Plan $500
Planned Development $500
Planning Approval or Planned Unit Development $500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ **Conditional Use Permits**
Checklist A

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments**
Checklist B

☐ **Planned Development**
Checklist C

■ **Previously approved Planning Approvals or Planned Unit Development**
Checklist D

Have you provided the required information on the corresponding checklist? ■ Yes ☐ No

---

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	Felix Reznick	
Firm:	c/o 4th Dimension Properties, LLC	
Phone:	561-680-3680	
Email:	bfridman@4d-properties.com	
Address:	1909 Tyler St., Suite 403, Hollywood, FL 33020	

	Owner	Design Professional
Name:	Bel Air Mall Realty Holding, LLC	William G. Luker, PE/PLS
Firm:	c/o 4th Dimension Properties, LLC	Speaks & Associates Consulting Engineers, Inc.
Phone:	561-680-3680	251-666-4646
Email:	bfridman@4d-properties.com	jerry@speaks.cc
Address:	1909 Tyler St., Suite 403, Hollywood, FL 33020	732 Oak Circle Dr. W., Mobile, AL 36609

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

3201 Airport Boulevard — Property Address

43.01 — Property Area (acres or square feet)

02-29-09-30-2-000-027.XXX / 1508265 — Parcel Number(s) or Key Number(s)

B-3 — Present Zoning or Transect District

B-3 — Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

4. 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).

5. 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.

Owner Signature — Date: 01.11.24

Applicant or Agent Signature (if applicable) — 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 Planning Commission/City Council 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 or Agent Signature — Date

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ■ Planning Commission Application
- ■ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

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1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   There will be no changes. The proposed lots will continue to be retail space.

   District Center
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   The proposal will continue to be zoned as community business and used as retail space.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   It will not impact the development or improvement of adjacent property.

4. Does the site design include adequate public facilities and utilities? ■ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ■ Yes ☐ No

6. Please provide the following information:

☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

See Site Plan

☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

There is an existing row of shrubs and trees along the east side of Bel Air Boulevard.

☐ Lighting:

There are existing lights in all the parking lots.

☐ Hours of operation:

Monday - Saturday: 10 am - 9 pm; Sunday: 11 am - 6 pm

☐ Other conditions that are unique to the use of the property:

None

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

By re-establishing use of the building for retail business and the intended use, the proposal minimizes the undesirable elements that would occur from the building being vacant and the property deteriorating.

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

The building in the proposed Lot 2 is vacant. The purpose of the resubdivision is to sell Lot 2 and have a new retail business occupy the vacant building.

Resubdivision of Lot 1 of the Resubdivision of Lot 2 of the Bel Air Mall Subdivision
Modification of Planned Unit Development

The purpose of the modification to the previously approved Planned Unit Development is to create two lots from the existing Lot 1 of the Resubdivision of Lot 2 of the Bel Air Mall Subdivision. This modification is initiated by the proposed sale of Lot 2 of the proposed subdivision. Lot 2 will continue to be used as a retail space.

Prepared by:
Speaks & Associates Consulting Engineers, Inc.
732 Oak Circle Drive West
Mobile, AL 36609

ACTION BY UNANIMOUS WRITTEN CONSENT OF THE MEMBERS AND THE MANAGERS OF BEL AIR MALL REALTY HOLDING, LLC

December 19, 2023

Pursuant to the provisions of the Alabama Limited Liability Company Law of 2014 (the "LLC Law"), the undersigned, being the Members and the Managers of **BEL AIR MALL REALTY HOLDING LLC,** an Alabama limited liability company (the "Company"), do hereby take and adopt the following actions by this written consent:

WHEREAS, the Company owns The Shoppes at Bel Air Mall located in the City of Mobile, Mobile County, Alabama (the "Property"); and

WHEREAS, the Company desires to authorize, empower and direct the Authorized Signatory (as defined below) to negotiate, enter into, execute and deliver any and all instruments, agreements or other documents as may, in his sole judgment, be necessary or desirable in order to sell any outparcel located at the Property or to lease any portion of the Property.

NOW, THEREFORE, BE IT:

RESOLVED: That Felix Reznick ("Authorized Signatory"), is hereby authorized, empowered and directed, to negotiate, enter into, execute, acknowledge and deliver, on behalf of the Company, any and all agreements and/or any such instruments, certificates, affidavits, and any and all other documents as may, in his sole judgment, be necessary or desirable, to consummate the sale of any outparcel or the lease of any portion of the Property, all of which are hereby approved, ratified and confirmed, and Authorized Signatory is further authorized to negotiate, enter into, execute and deliver, any and all modifications and amendments to such agreement(s) as may, in his sole judgment, be necessary or desirable, and such modifications and amendments are hereby approved, ratified and confirmed;

RESOLVED FURTHER: That the authority granted under the foregoing resolutions shall be deemed to include, in the case of each resolution, authority to perform such further acts and deeds as may be necessary, convenient or appropriate in its judgment, to carry out the transactions contemplated thereby, and all such acts and deeds performed are hereby approved, adopted and ratified;

RESOLVED FURTHER: That the Company will indemnify the Authorized Signatory to the fullest extent permitted under the LLC Law, if such individual is made or threatened to be made a party, to any threatened, pending, or completed civil, criminal, administrative, or investigative action, suit, or proceeding, because such Authorized Signatory was serving at the request of the Company except to the extent of such person's willful misconduct or gross negligence;

RESOLVED FURTHER: That in making any decision hereunder the Authorized Signatory will not be liable to the Company or to any member or manager of the Company for any actions taken in good faith and reasonably believed to be in or not opposed to the best interests of the Company, or for errors of judgment, neglect or omission, but will be liable for willful misconduct and gross negligence; and

RESOLVED FURTHER: That this Action may be executed in multiple counterparts, each which shall be deemed an original, and all of which together shall constitute one document. Signature pages of any counterpart may be appended to any other counterpart and shall constitute an original document. Furthermore, this Action may be transmitted by facsimile, or electronic mail and "Faxed" or electronic signatures shall constitute original signatures.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Action by Unanimous Written Consent of the Members and the Managers has been executed the date set forth above.

MEMBER:

BEL AIR MALL SPE, LLC,
a Delaware limited liability company

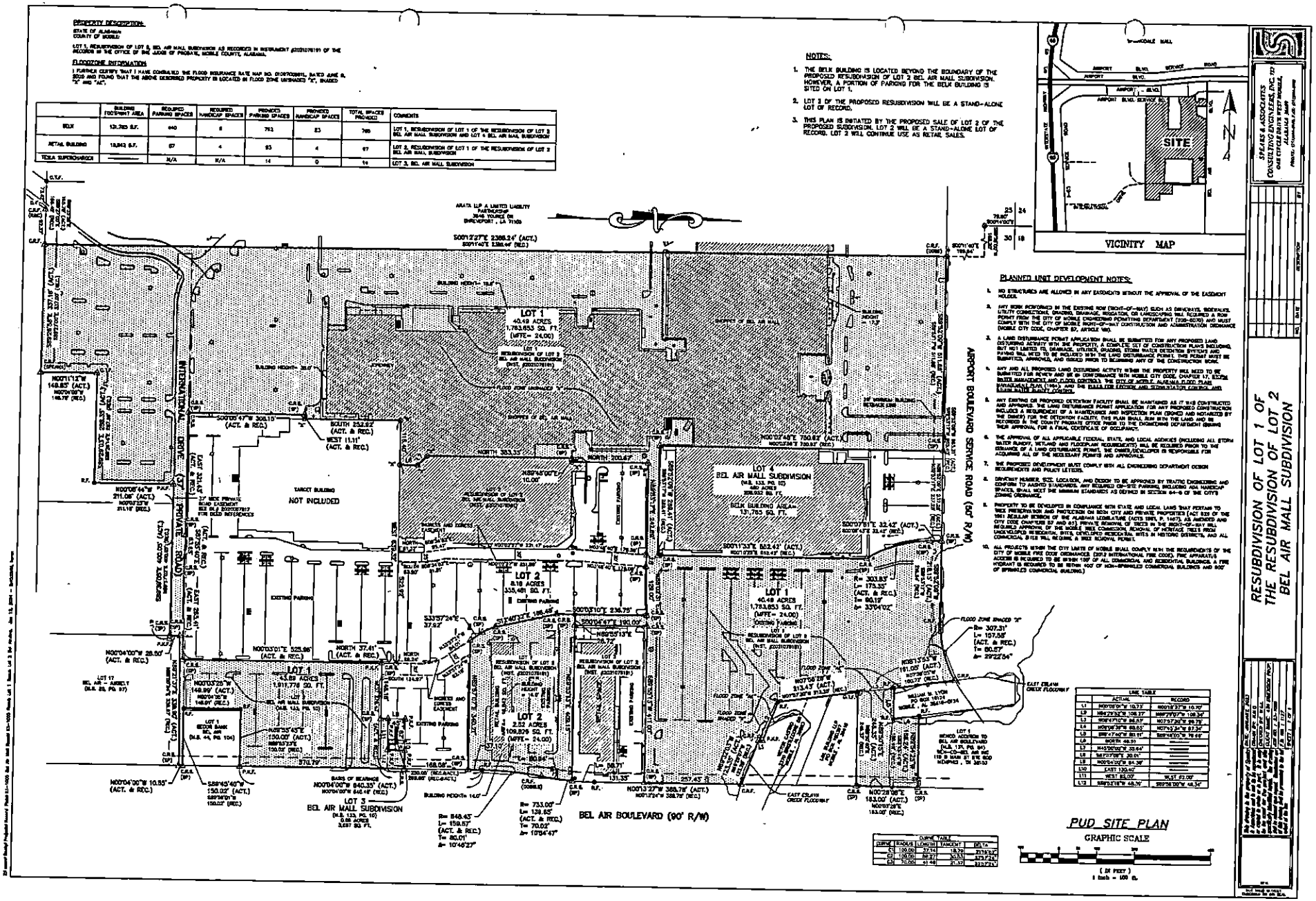
By: BEL AIR MALL 126 LLC,
an Alabama limited liability company, its Manager

By: _____
Felix Reznick, Authorized Representative

MANAGER:

BEL AIR MALL 126, LLC,
an Alabama limited liability company

By: _____
Felix Reznick, Authorized Representative



	BUILDING FOOTPRINT AREA	REQUIRED PARKING SPACES	REQUIRED HANDICAP SPACES	PROVIDED PARKING SPACES	PROVIDED HANDICAP SPACES	TOTAL SPACES PROVIDED	COMMENTS
BELK	131,765 S.F.	440	8	763	23	786	LOT 1, RESUBDIVISION OF LOT 1 OF THE RESUBDIVISION OF LOT 2 BEL AIR MALL SUBDIVISION AND LOT 4 BEL AIR MALL SUBDIVISION
RETAIL BUILDING	18,843 S.F.	67	4	93	4	97	LOT 2, RESUBDIVISION OF LOT 1 OF THE RESUBDIVISION OF LOT 2 BEL AIR MALL SUBDIVISION
TESLA SUPERCHARGER	———	N/A	N/A	14	0	14	LOT 3, BEL AIR MALL SUBDIVISION

FRP Investments LLC
3756 Old Shell Road
Mobile, AL 36608

ARATA LLP
3646 Youree Drive
Shreveport, LA 71105

Melrose Alabama Holdings LLC
60 Mayflower Dr.
Tenafly, NJ 07670-3130

L & L Building LLP
P. O. Box 160387
Mobile, AL 36616

William M. Lyon
P. O. Box 16124
Mobile, AL 36616-0124

Pate Joint Venture
217 North Circle
Fairhope, AL 36532-3398

WEN-CO-BEL AIR, INC.
119 S. Main Street, Suite 800
Memphis, TN 38103

600/602 Bel Air LLC
917 Western America Circle, Suite 102
Mobile, AL 36609

Walter M. Stewart
601 Bel Air Boulevard, Suite 400
Mobile, AL 36606-3526

R & R Group Holdings LLC
1 Dr. ML King Jr Avenue, Suite 130
Memphis, TN 38103

Bel Air Mall Realty Holding LLC
1010 Northern Boulevard, Suite 212
Great Neck, NY 11021-5320

Bel Air Mall Realty Holding LLC
2801 W. Tyvola Rd.
Charlotte, NC 28217-4525

J & A Holding LLC
4171 Blue Heron Ridge
Mobile, AL 36693-4373

Dayton Hudson Corporation
D/B/A Target Stores
P.O. Box 9456
Minneapolis, MN 55440-9456

RPI Bel Air Mall LLC
P. O. Box 3487
Chicago, IL 60654-3487

Boyd State Mobile LLC, a
Delaware LLC
1 Wacker Drive North, Suite #4025
Attn: Kathleen Herrin
Chicago, IL 60606-2844

Timothy J. Foote
748 Loudon Ridge Road
Loudon, NH 03307

A & R, LLC
1901 8th Avenue
Tuscaloosa, AL 35401-4818

North Florida Infrastructure, LLC
700 Jester Court
Pensacola, FL 32506-8365

Terrell Family Properties, LLC
85 N. Sage Avenue
Mobile, AL 36607-2647

Garo Dekirmendjian & Aroussiak
Dekirmendjian Trustees
8120 Landkershim Boulevard
North Hollywood, CA 91605

North Florida Infrastructure, LLC
700 Jester Court
Pensacola, FL 32506-8365

The Higbee Company
c/o Dillards, Inc. Property Tax Dept.
4501 N. Beach Street
Ft. Worth, TX 76137-3218

Quattro Mobile, LLC
1100 Jorie Boulevard, Suite 140
Oak Brook, IL 60523

Victor & Lucille Castro
3370 Bristlecone Drive
Mobile, AL 36693-3554

DLH Parkside at Cottage Hill LLC
41 Church Street, Suite A
Cortland, NY 13045-3687

Michael Baxter
4142 Alston Lane
Vestavia, AL 35242-4518

Christopher R. Francy, Trustee
2310 19th Street
Gulfport, MS 39501-2921

Tabernacle of Praise in Jesus Name,
Trustees
3084 Cottage Hill Road
Mobile, AL 36606-2970

Delaneys, Inc.
P. O. Box 16126
Mobile, AL 36616

Carmax Auto Superstores, Inc.
P.O. Box 29723
Richmond, VA 23242-0723

Extra Space Properties Two, LLC
2795 East Cottonwood Parkway,
Suite 400
Salt Lake City, UT 84121-7033

3201 Airport Blvd. Investments, LLC
3105 Breard Street
Monroe, LA 71201-5108

Starbucks Corporation
P.O. Box 35126, MS-RE3
Seattle, WA 98124-5126

NLF SB Mobile Alabama
8872 Health Science Center Parkway,
Suite 401
Bryan, TX 77807-1119

Victor Castro
3370 Bristlecone Drive
Mobile, AL 36693-3554

Melrose Alabama Holdings, LLC
60 Mayflower Drive
Tenafly, NJ 07670-3130

Central Banchares
c/o Invoke Tax Partners
P.O. Box 850
Aurora, OH 44202-0850

Mr. Felix Reznick
4th Dimension Properties, LLC
1909 Tyler Street, 4th Floor
Hollywood, FL 33020

BFS Retail & Commercial Operations
LLC
200 4th Ave S
Nashville, TN 37201-2255

LSG BEL AIR LLC
1985 Cedar Bridge Avenue, Suite 1
Lakewood, NJ 08701-7031

ISAM North America Corporation
500 Broadcast Drive
Mobile, AL 36606

Extra Space Properties Two, LLC
2795 East Cottonwood Parkway,
Suite 400
Salt Lake City, UT 84121-7033

Agenda Item # 2 - HOLDOVER

SUB-002792-2023 & MOD-002804-2024

View additional details on this proposal and all application materials using the following link:

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Planned Unit Development Modification

DETAILS

Location:
3201 Airport Boulevard, 410 & 450 Bel Air Boulevard

Subdivision Name:
Resubdivision of Lot 1 of the Resubdivision of Lot 2 of Bel Air Mall Subdivision

Applicant / Agent:
Felix Reznick, 4th Dimension Properties, LLC

Property Owner:
Bel Air Mall Realty Holding, LLC

Current Zoning:
B-3, Community Business Suburban District

Future Land Use:
District Center

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:

- Subdivision approval to create two (2) legal lots of record from one (1) legal lot of record.
- Modification of a previously approved Planned Unit Development.

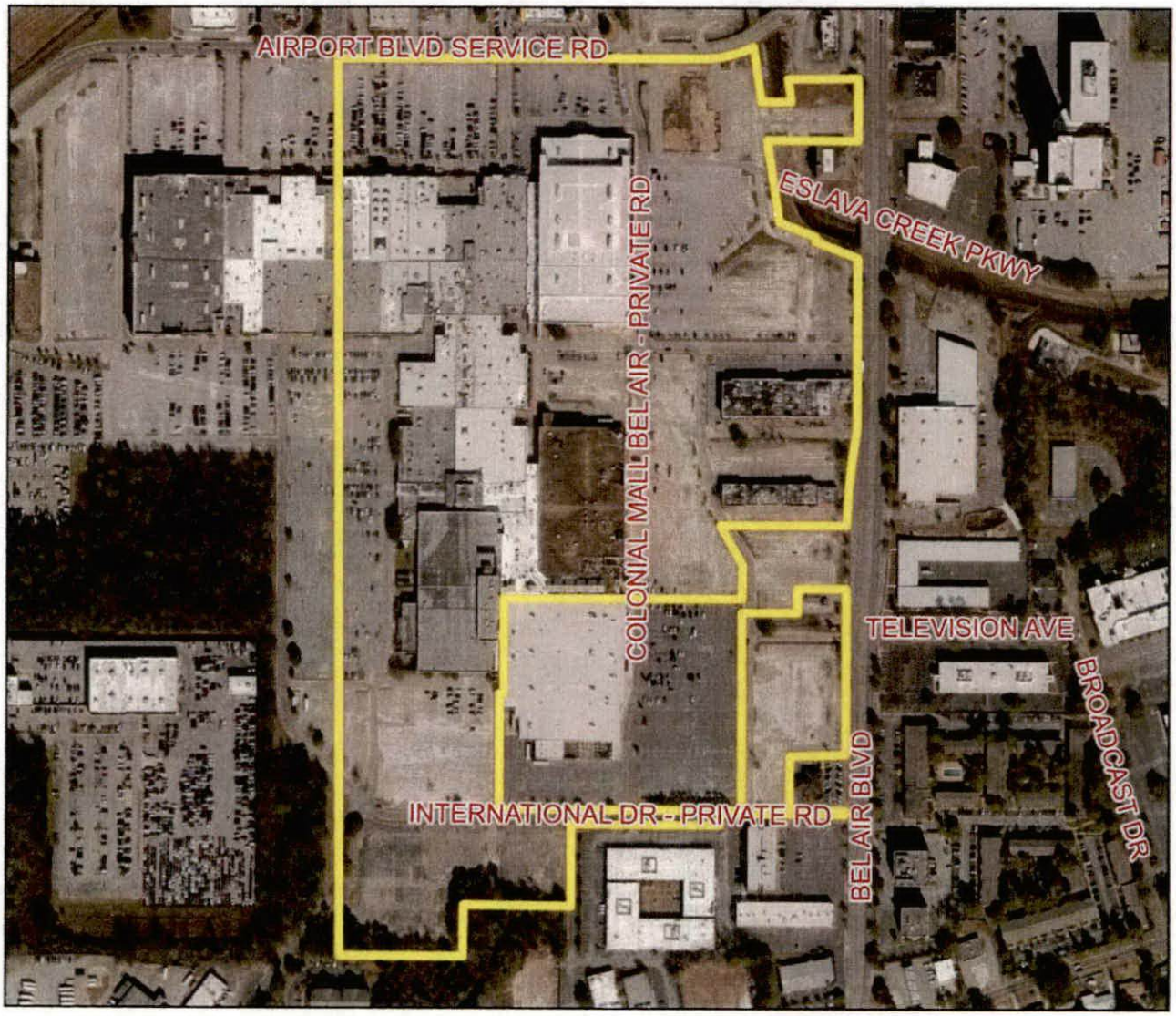
Commission Considerations:

1. Subdivision proposal with seven (7) conditions.
2. Modification of a previously approved Planned Unit Development with seven (7) conditions.

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PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 2 DATE March 21, 2024

APPLICANT Resubdivision of Lot 1 of the Resubdivision of Lot 2 of Bel Air Mall Subdivision

REQUEST Subdivision, PUD Modification

N

NTS

HOLDOVER COMMENTS

This application was heldover from the Planning Commission's February 15th meeting to allow the applicant to obtain property owner authorizations for four (4) parcels required to participate in the Modification to the Previously Approved PUD. The applicant has since submitted the required letters of authorization for all of the adjacent parcels to participate in the current Modification application. However, it should be noted that neither the site plan nor the legal description for the Modification has been revised to reflect the addition of these parcels. Therefore, if approved, the site plan, including the legal description, should be revised to clearly depict all parcels included in the Modification of the PUD.

No changes have been made to the initial request, and staff has not received any other additional information.

HOLDOVER SUBDIVISION CONSIDERATIONS

Standards of Review:

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.

Considerations:

If the Planning Commission considers approving the request, with a waiver of Section 6.C.3. of the Subdivision Regulations, the following conditions should apply:

1. Retention of the lot sizes in both square feet and acres on the Final Plat, or provision of a table on the Final Plat with the same information;
2. Retention of all easements on the plat and the note stating that no structures are to be placed in any easement, without the permission of the easement holder
3. Retention of the 25-foot minimum building setback line along each street frontage, per 64-2-14.E. of the UDC for lots in B-3 zoning districts;
4. Compliance with all Engineering comments noted in this staff report;
5. Provision of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
6. Compliance with all Urban Forestry comments noted in this staff report; and,
7. Compliance with all Fire Department comments noted in this staff report.

HOLDOVER MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning a major modification to an existing Planned Unit Development:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

a. Is consistent with all applicable requirements of this Chapter;

b. Is compatible with the character of the surrounding neighborhood;
c. Will not impede the orderly development and improvement of surrounding property;
d. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    2. Includes adequate public facilities and utilities;

e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. Shall not be detrimental or endanger the public health, safety or general welfare.
h. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

If approved, the following conditions could apply:

1. Revision of the site plan, including the legal description, to clearly depict all parcels included in the Modification of the PUD;
2. Provision of a note on the recorded site plan stating future development, redevelopment, or any changes to the use and/or scope of operations of an existing use of the site may require additional modification of the Planning Approval to be approved by the Planning Commission and City Council;
3. Revision of the site plan to clearly label adjacent lots and their associated Subdivision names as well as map book and page or instrument number;
4. Compliance with all Engineering comments noted in this staff report;
5. Provision of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
6. Compliance with all Urban Forestry comments noted in this staff report;
7. Compliance with all Fire Department comments noted in this staff report; and,
8. Submittal to and approval by Planning and Zoning of the Major Modification of the Planned Unit Development site plan prior to recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning;

SITE HISTORY

The site has been before the Planning Commission several time for Subdivisions and Planned Unit Developments (PUDs). The most recent, approved on November 4, 2021, was the Bell Air Mall Subdivision, Resubdivision of Lot 2, and associated PUD to allow multiple buildings on a single building site and shared access and parking between multiple building sites. The Subdivision plat was recorded in Probate Court, and the PUD was completed.

The site has also had several sign variance applications over the years. In August 2012, a sign variance was granted to allow a tenant in the mall fronting Airport Boulevard (Versona) to have a total of three (3) wall signs. In April 2016, a sign variance was granted to allow a tenant in the mall fronting Airport Boulevard (Belk) to have a total of three (3) wall signs. Most recently, in June 2016, a sign variance was denied to allow an exterior wall sign for a tenant (Versona) without an individual entrance.

STAFF COMMENTS

Engineering Comments:

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

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. 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 MODIFICATION COMMENTS:

Retain PLANNED UNIT DEVELOPMNET NOTES #2 - #7, as shown on the PUD SITE PLAN.

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, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

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 (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinkled commercial buildings, within 600' of sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

Subdivision

The purpose of the subdivision application is to create two (2) legal lots of record from one (1) legal lot of record. The site is served by public water and sanitary sewer services.

The site has frontages along two public streets, Airport Boulevard and Bel Air Boulevard, both with existing compliant rights-of-way, making no dedication necessary. International Drive is a private street contained on the proposed Lot 1, which has a 37' right-of-way. As a private street with curb and gutter, International Drive should

have a right-of-way of 50', however the most recent Subdivision of this site, approved by the Planning Commission at its November 4, 2021 meeting did not require any additional right-of-way to be set aside, therefore it should not be required at this time.

Both lots, as proposed, exceed the minimum size requirements for lots served by public water and sanitary sewer in B-3 zoning districts. Their sizes are appropriately labeled in square feet and acres on the preliminary plat. If approved, this information should be retained on the Final Plat; or, provision of a table on the Final Plat with the same information will suffice.

If approved, the Final Plat should retain the 25-foot minimum building setback along each street frontage, per Section 64-2-14.E. of the UDC for lots in B-3 zoning districts within the Suburban subdistrict.

There are several ingress and egress easements throughout the site. If approved, the note should be retained on the Final Plat, stating that no structures are to be placed in any easement, without the permission of the easement holder.

The proposed Lot 1 is an unusual shape, presumably to accommodate both the existing structures and associated lease parcels. As such, a waiver of Section 6.C.3. of the Subdivision Regulations may be appropriate.

Planned Unit Development Modification

The applicant is not proposing any physical changes to the site at this time. It is simply the desire of the applicant to create a new lot for an existing structure on the site, that they wish to sell to a new owner. As such, the existing PUD must be modified to alter the previously approved lot lines.

It should be noted that the PUD site plan correctly labels existing lots adjacent to the subject site, but does not clearly indicate that they are not a part of the subject Subdivision application. If approved, the Final Plat should be revised to clearly label adjacent lots and their associated Subdivision names as well as the associated map book and page or instrument number.

Additionally, the 2021 PUD included Lots 2 and 3, Resubdivision of Lot 2, Bel Air Mall Subdivision, and a condition of approval for that PUD was "inclusion of Lots 3 and 4, Bel Air Mall Subdivision". As submitted, the site plan states that only Lot 1, Resubdivision of Lot 2, Bel Air Mall Subdivision is included. As such, the application should be heldover so that the applicant can revise the site plan to include the required parcels highlighted in red on the images on pages 2 and 10 in this report. The inclusion of these additional parcels will not result in any additional notifications being required. However, the consent of the owners of those parcels will be required.

It should be noted that future development or redevelopment of the proposed lots may require additional modifications of the PUD to be approved by the Planning Commission and City Council. A note stating as much should be placed on the recorded site plan, if approved.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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.

Considerations:

It is recommended that the Subdivision be heldover to the March 21st meeting, so that it can be considered with the Modification to the Planned Unit Development.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning a major modification to an existing Planned Unit Development:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

a. Is consistent with all applicable requirements of this Chapter;
b. Is compatible with the character of the surrounding neighborhood;
c. Will not impede the orderly development and improvement of surrounding property;
d. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    3. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    4. Includes adequate public facilities and utilities;

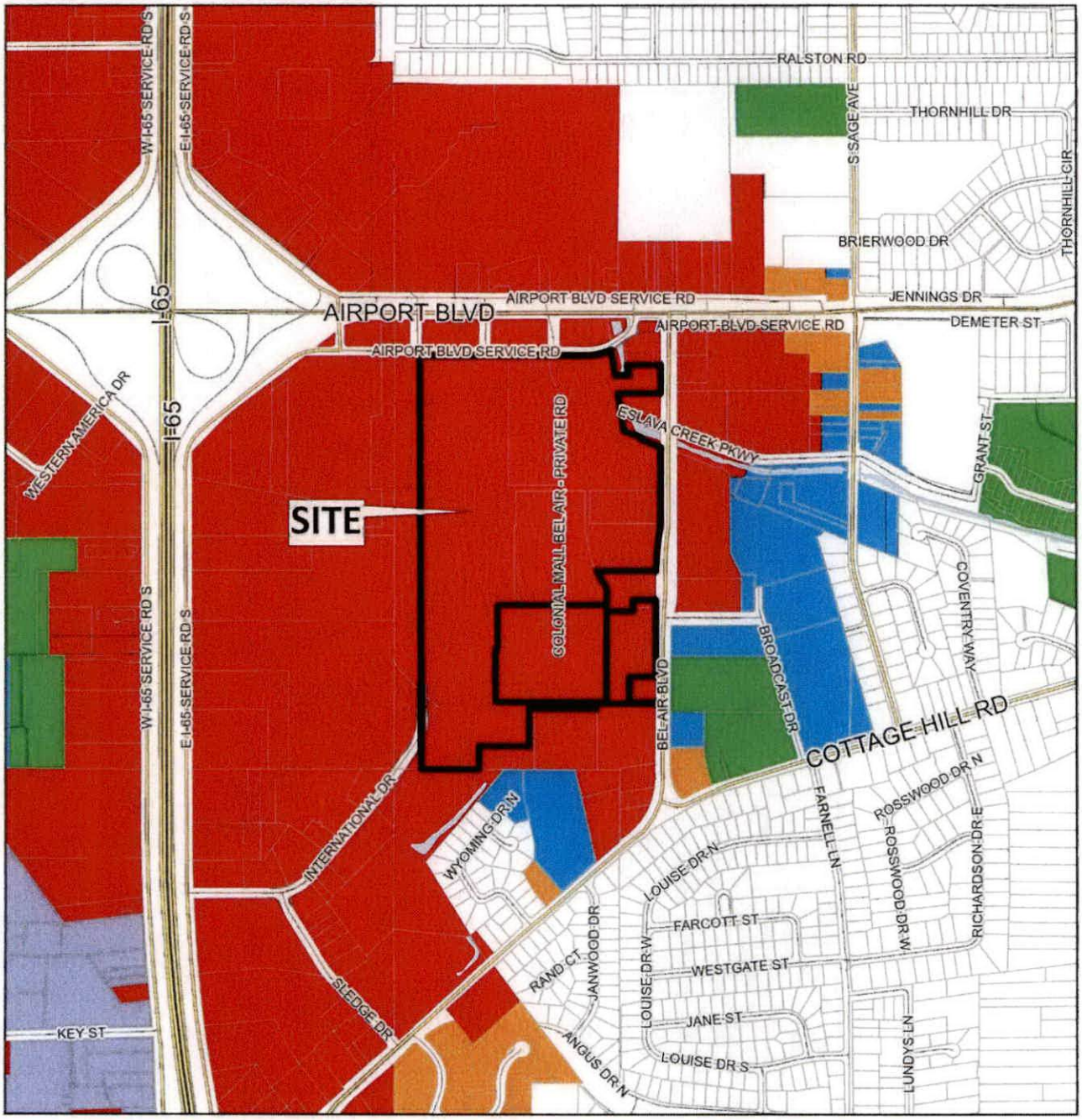
e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. Shall not be detrimental or endanger the public health, safety or general welfare.
h. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

It is recommended that the Modification to the Planned Unit Development be heldover to the March 21st meeting, with revisions due by March 5th so that the applicant can address the following:

1) Revision of the site plan to include Lots 3 and 4, Bel Air Mall Subdivision as required by the 2021 PUD
2) Submittal of authorization of the property owners for Lots 2 and 3, Resubdivision of Lot 2, Bel Air Mall Subdivision and Lots 3 and 4, Bel Air Mall Subdivision; and
3) Revision of the site plan to clearly label adjacent lots and their associated Subdivision names as well as map book and page or instrument number.

LOCATOR ZONING MAP



APPLICATION NUMBER 2 DATE March 21, 2024

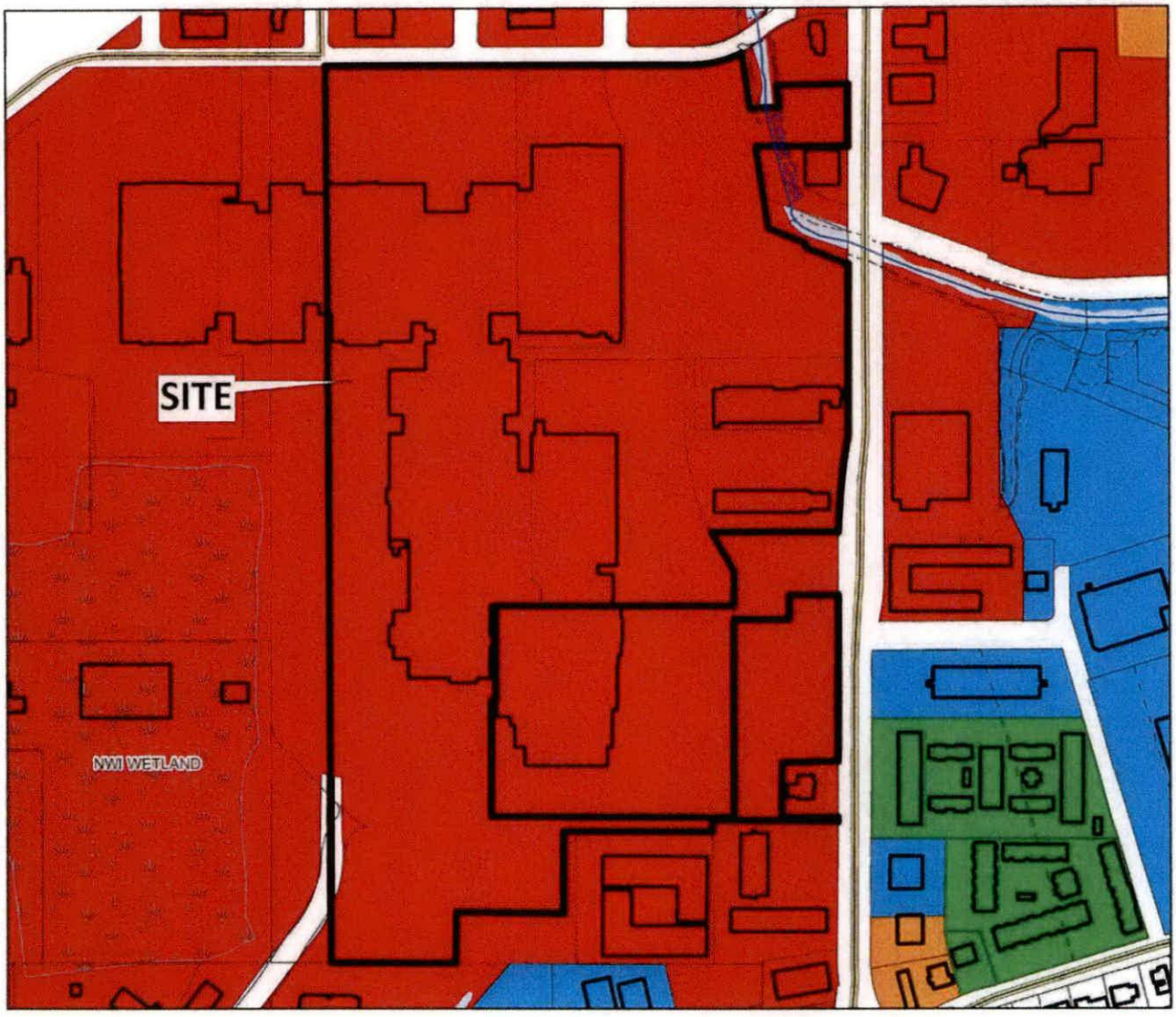
APPLICANT Resubdivision of Lot 1 of the Resubdivision of Lot 2 of Bel Air Mall Subdivision

REQUEST Subdivision, PUD Modification

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 2 DATE March 21, 2024

APPLICANT Resubdivision of Lot 1 of the Resubdivision of Lot 2 of Bel Air Mall Subdivision

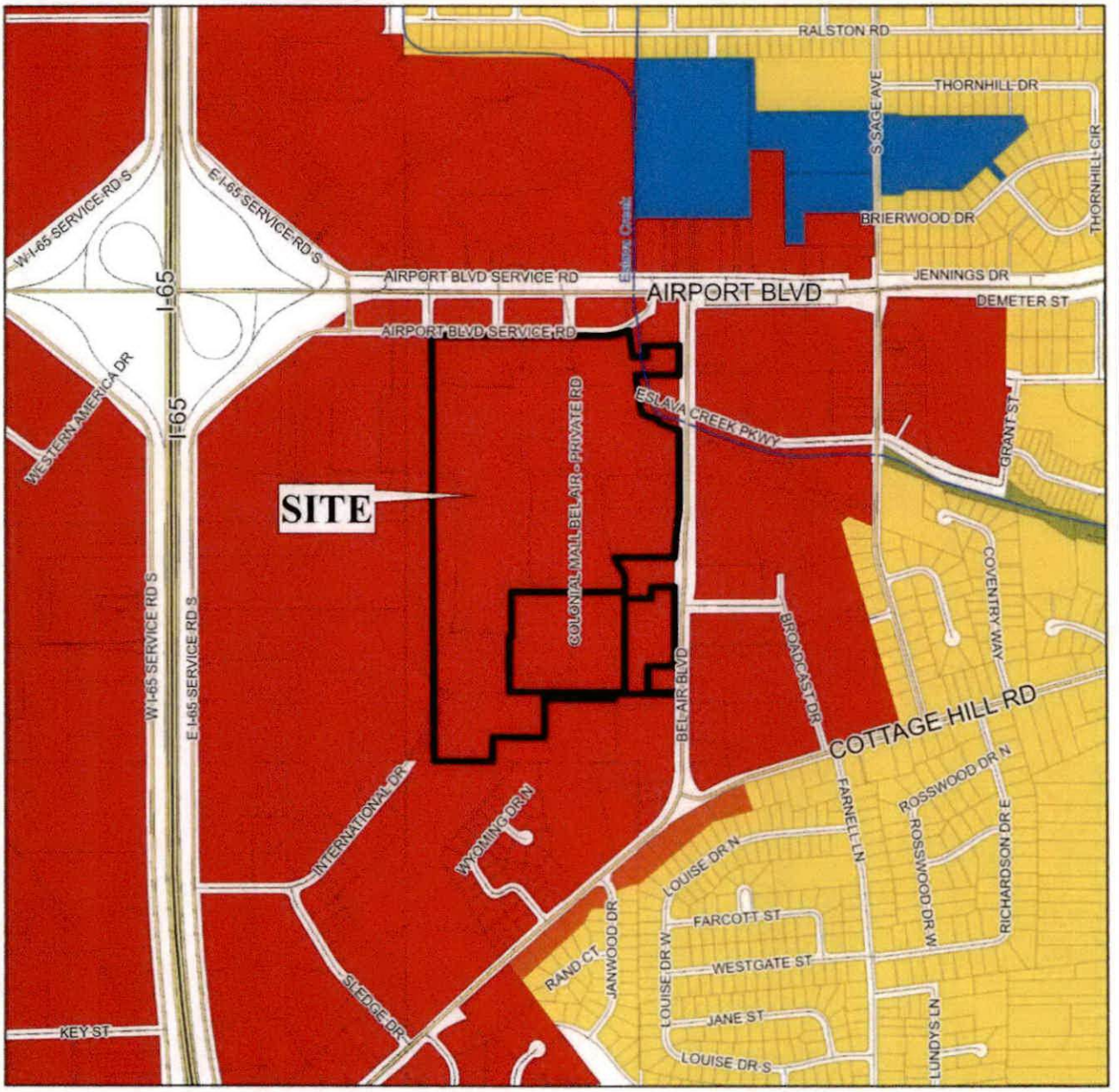
REQUEST Subdivision, PUD Modification

R-A R-1 R-2 R-3 R-B H-B B-1 T-B LB-2 B-2 B-3 B-4 B-5 CW MM ML MH I-1 I-2 PD MUN OPEN SD SD-WH T-3 T-4 T-5.1 T-5.2 T-6

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 2 DATE March 21, 2024

APPLICANT Resubdivision of Lot 1 of the Resubdivision of Lot 2 of Bel Air Mall Subdivision

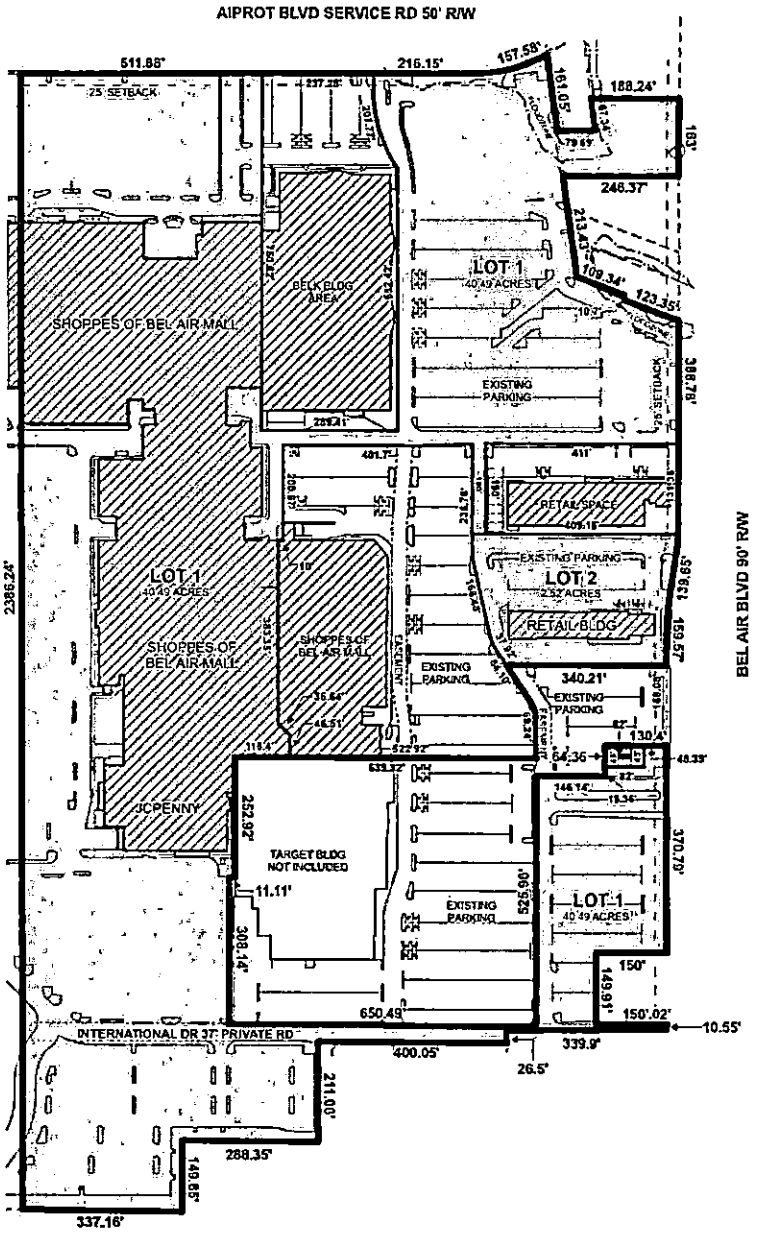
REQUEST Subdivision, PUD Modification

- 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

SITE PLAN



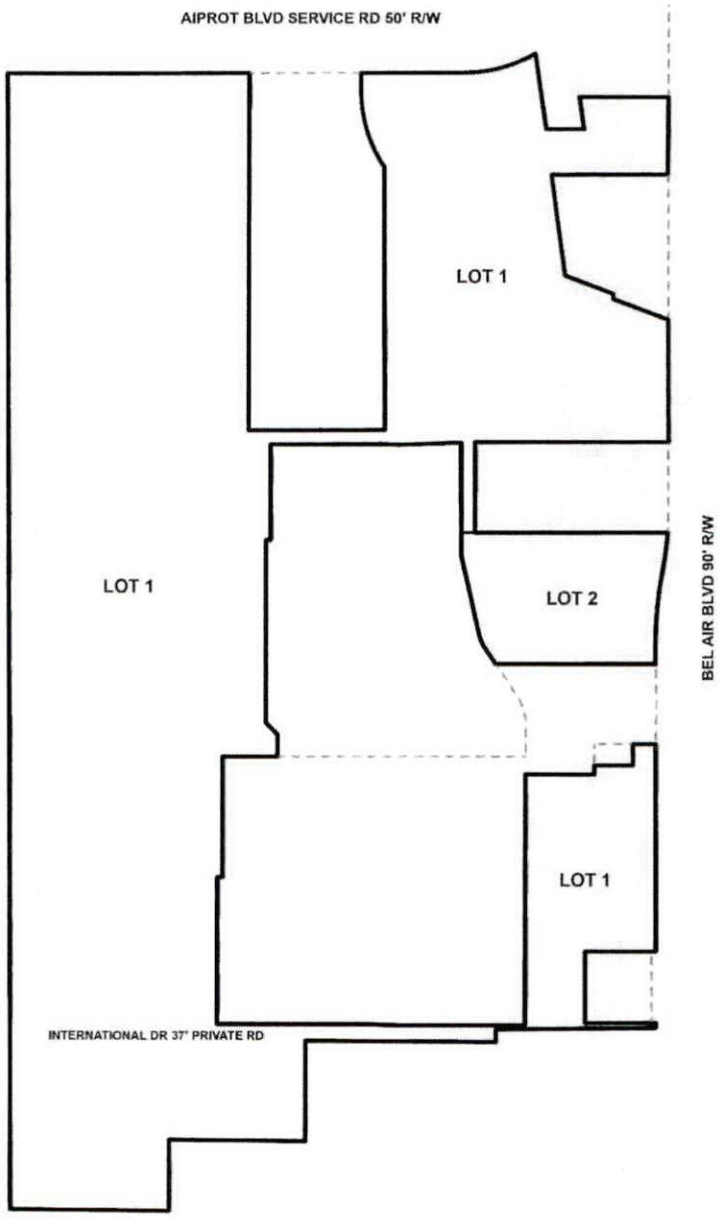
The site plan illustrates existing buildings, easements, parking areas, and proposed lots.

APPLICATION NUMBER	2	DATE	March 21, 2024
APPLICANT	Resubdivision of Lot 1 of the Resubdivision of Lot 2 of Bel Air Mall Subdivision		
REQUEST	Subdivision, PUD Modification		

N

NTS

DETAIL SITE PLAN

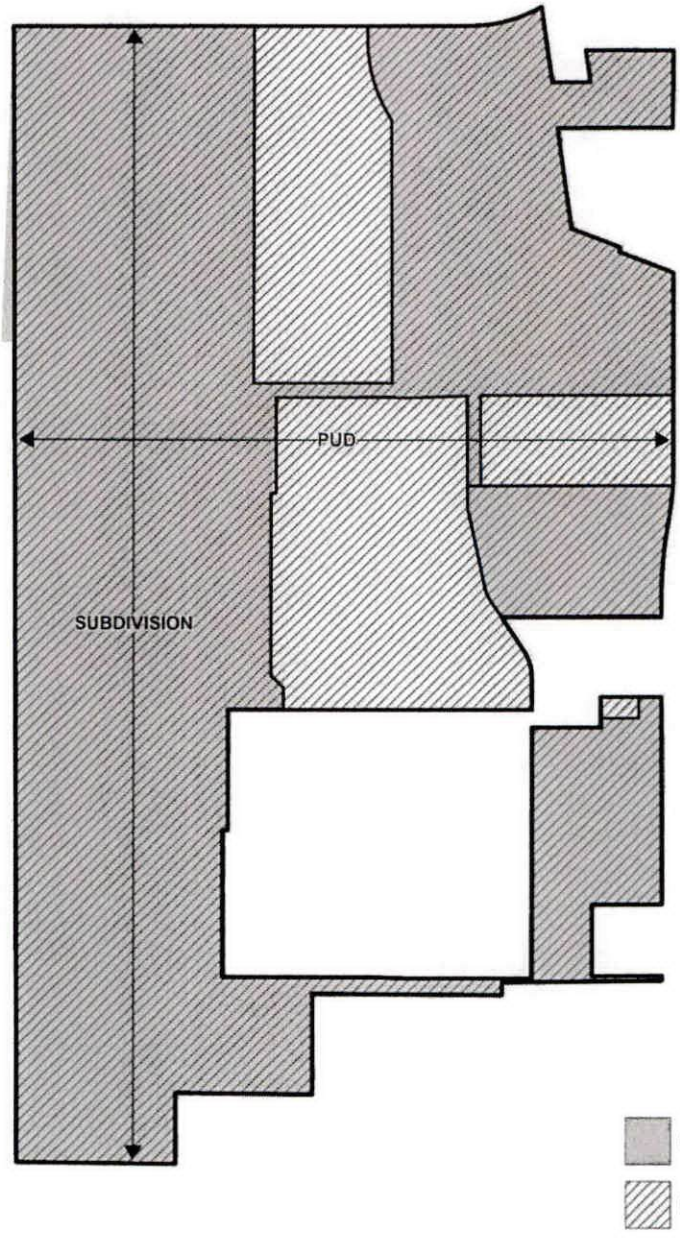


APPLICATION NUMBER	2	DATE	March 21, 2024
APPLICANT	Resubdivision of Lot 1 of the Resubdivision of Lot 2 of Bel Air Mall Subdivision		
REQUEST	Subdivision, PUD Modification		

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 2 DATE March 21, 2024

APPLICANT Resubdivision of Lot 1 of the Resubdivision of Lot 2 of Bel Air Mall Subdivision

REQUEST Subdivision, PUD Modification

N

NTS

ZONING DISTRICT CORRESPONDENCE MATRIX		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- ○ Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

DISTRICT CENTER (DC)

This designation applies across the city to larger areas of existing mixed-use character or where such character is encouraged. These areas will include moderate to high-density residential (minimum densities of 6 du/ac) in dynamic, horizontal or vertical mixed use environments, to provide a balance of housing and employment.

District Centers generally serve several surrounding neighborhoods and may even have a city-wide or region-wide reach. As such, they are often anchored by a major commercial or institutional employer such as a shopping mall or a medical center.

Depending on location and assigned zoning, residential areas in District Centers may incorporate a mix of housing types, ranging from mid-rise multifamily buildings containing apartments and lofts, to townhouses and detached single-family homes. Major civic cultural institutions and public spaces provide regional and neighborhood destinations.

District Centers should be designed to induce pedestrian activity, with high quality streetscapes connecting the different components of a center as well as the center to its surrounding area. DC districts may be served by transit and include development of an intensity and design that supports transit use.

Planning Commission
February 22, 2024

Agenda Item # 8

SUB-002792-2023 & MOD-002804-2024

View additional details on this proposal and all application materials using the following link:

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Planned Unit Development Modification

DETAILS

Location:
3201 Airport Boulevard, 410 & 450 Bel Air Boulevard

Subdivision Name:
Resubdivision of Lot 1 of the Resubdivision of Lot 2 of Bel Air Mall Subdivision

Applicant / Agent:
Felix Reznick, 4th Dimension Properties, LLC

Property Owner:
Bel Air Mall Realty Holding, LLC

Current Zoning:
B-3, Community Business Suburban District

Future Land Use:
District Center

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:

- Subdivision approval to create two (2) legal lots of record from one (1) legal lot of record.
- Modification of a previously approved Planned Unit Development.

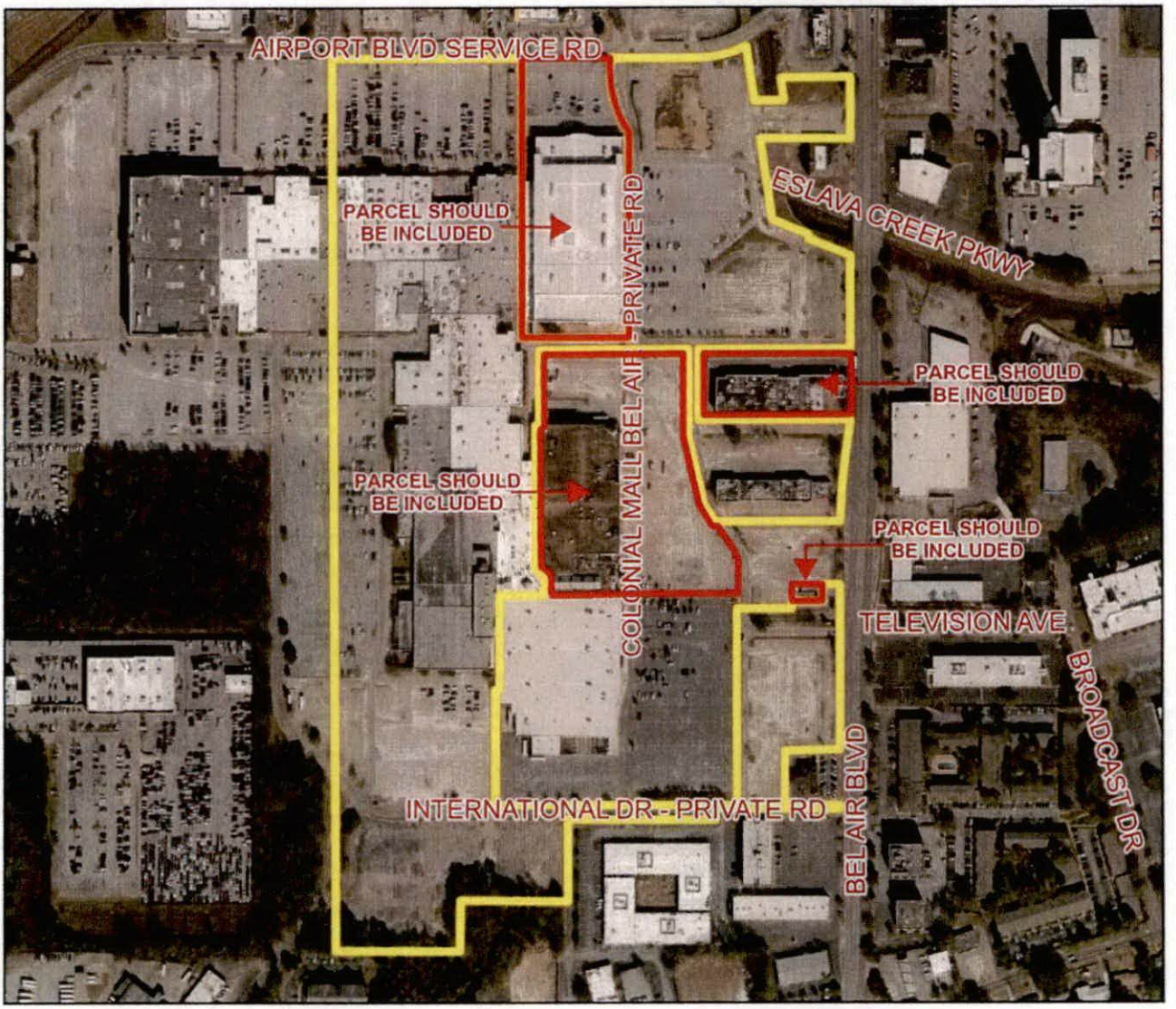
Commission Considerations:

1. Subdivision holdover to the March 21st meeting.
2. Modification of a previously approved Planned Unit Development holdover to the March 21st meeting.

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PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 8 DATE February 22, 2024	N
APPLICANT Resubdivision of Lot 1 of the Resubdivision of Lot 2 of Bel Air Mall Subdivision	
REQUEST Subdivision, PUD Modification	NTS

SITE HISTORY

The site has been before the Planning Commission several time for Subdivisions and Planned Unit Developments (PUDs). The most recent, approved on November 4, 2021, was the Bell Air Mall Subdivision, Resubdivision of Lot 2, and associated PUD to allow multiple buildings on a single building site and shared access and parking between multiple building sites. The Subdivision plat was recorded in Probate Court, and the PUD was completed.

The site has also had several sign variance applications over the years. In August 2012, a sign variance was granted to allow a tenant in the mall fronting Airport Boulevard (Versona) to have a total of three (3) wall signs. In April 2016, a sign variance was granted to allow a tenant in the mall fronting Airport Boulevard (Belk) to have a total of three (3) wall signs. Most recently, in June 2016, a sign variance was denied to allow an exterior wall sign for a tenant (Versona) without an individual entrance.

STAFF COMMENTS

Engineering Comments:

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PLANNED UNIT DEVELOPMENT MODIFICATION COMMENTS:

Retain PLANNED UNIT DEVELOPMNET NOTES #2 - #7, as shown on the PUD SITE PLAN.

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, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

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The site has frontages along two public streets, Airport Boulevard and Bel Air Boulevard, both with existing compliant rights-of-way, making no dedication necessary. International Drive is a private street contained on the proposed Lot 1, which has a 37' right-of-way. As a private street with curb and gutter, International Drive should have a right-of-way of 50', however the most recent Subdivision of this site, approved by the Planning Commission at its November 4, 2021 meeting did not require any additional right-of-way to be set aside, therefore it should not be required at this time.

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Planned Unit Development Modification

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It should be noted that the PUD site plan correctly labels existing lots adjacent to the subject site, but does not clearly indicate that they are not a part of the subject Subdivision application. If approved, the Final Plat should be revised to clearly label adjacent lots and their associated Subdivision names as well as the associated map book and page or instrument number.

Additionally, the 2021 PUD included Lots 2 and 3, Resubdivision of Lot 2, Bel Air Mall Subdivision, and a condition of approval for that PUD was "inclusion of Lots 3 and 4, Bel Air Mall Subdivision". As submitted, the site plan states that only Lot 1, Resubdivision of Lot 2, Bel Air Mall Subdivision is included. As such, the application should be heldover so that the applicant can revise the site plan to include the required parcels highlighted in red on the images on pages 2 and 10 in this report. The inclusion of these additional parcels will not result in any additional notifications being required. However, the consent of the owners of those parcels will be required.

It should be noted that future development or redevelopment of the proposed lots may require additional modifications of the PUD to be approved by the Planning Commission and City Council. A note stating as much should be placed on the recorded site plan, if approved.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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.

Considerations:

It is recommended that the Subdivision be heldover to the March 21st meeting, so that it can be considered with the Modification to the Planned Unit Development.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning a major modification to an existing Planned Unit Development:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

a. Is consistent with all applicable requirements of this Chapter;
b. Is compatible with the character of the surrounding neighborhood;
c. Will not impede the orderly development and improvement of surrounding property;
d. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    2. Includes adequate public facilities and utilities;

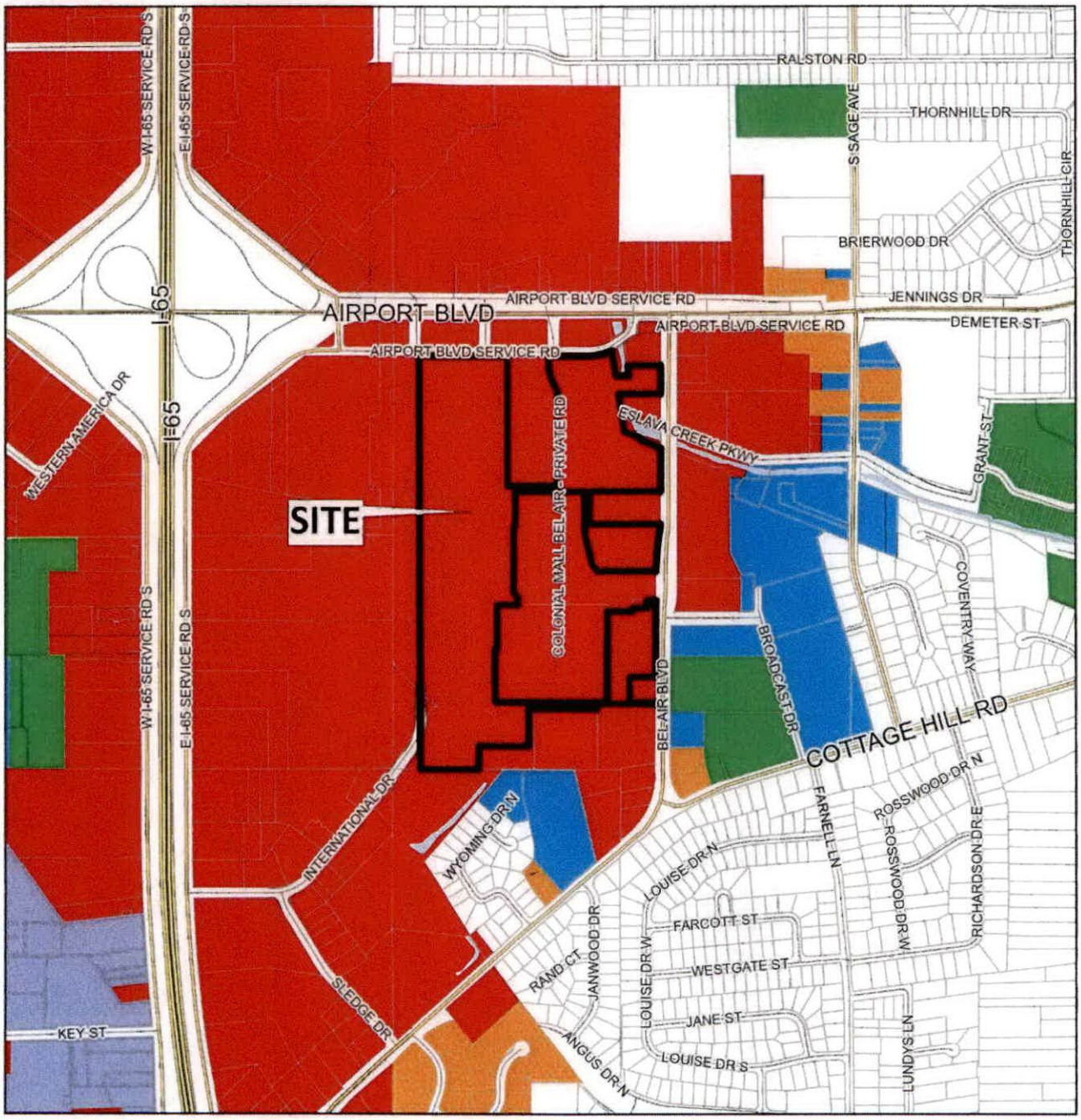
e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. Shall not be detrimental or endanger the public health, safety or general welfare.
h. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

It is recommended that the Modification to the Planned Unit Development be heldover to the March 21st meeting, with revisions due by March 5th so that the applicant can address the following:

1) Revision of the site plan to include Lots 3 and 4, Bel Air Mall Subdivision as required by the 2021 PUD
2) Submittal of authorization of the property owners for Lots 2 and 3, Resubdivision of Lot 2, Bel Air Mall Subdivision and Lots 3 and 4, Bel Air Mall Subdivision; and
3) Revision of the site plan to clearly label adjacent lots and their associated Subdivision names as well as map book and page or instrument number.

LOCATOR ZONING MAP



APPLICATION NUMBER 8 DATE February 22, 2024

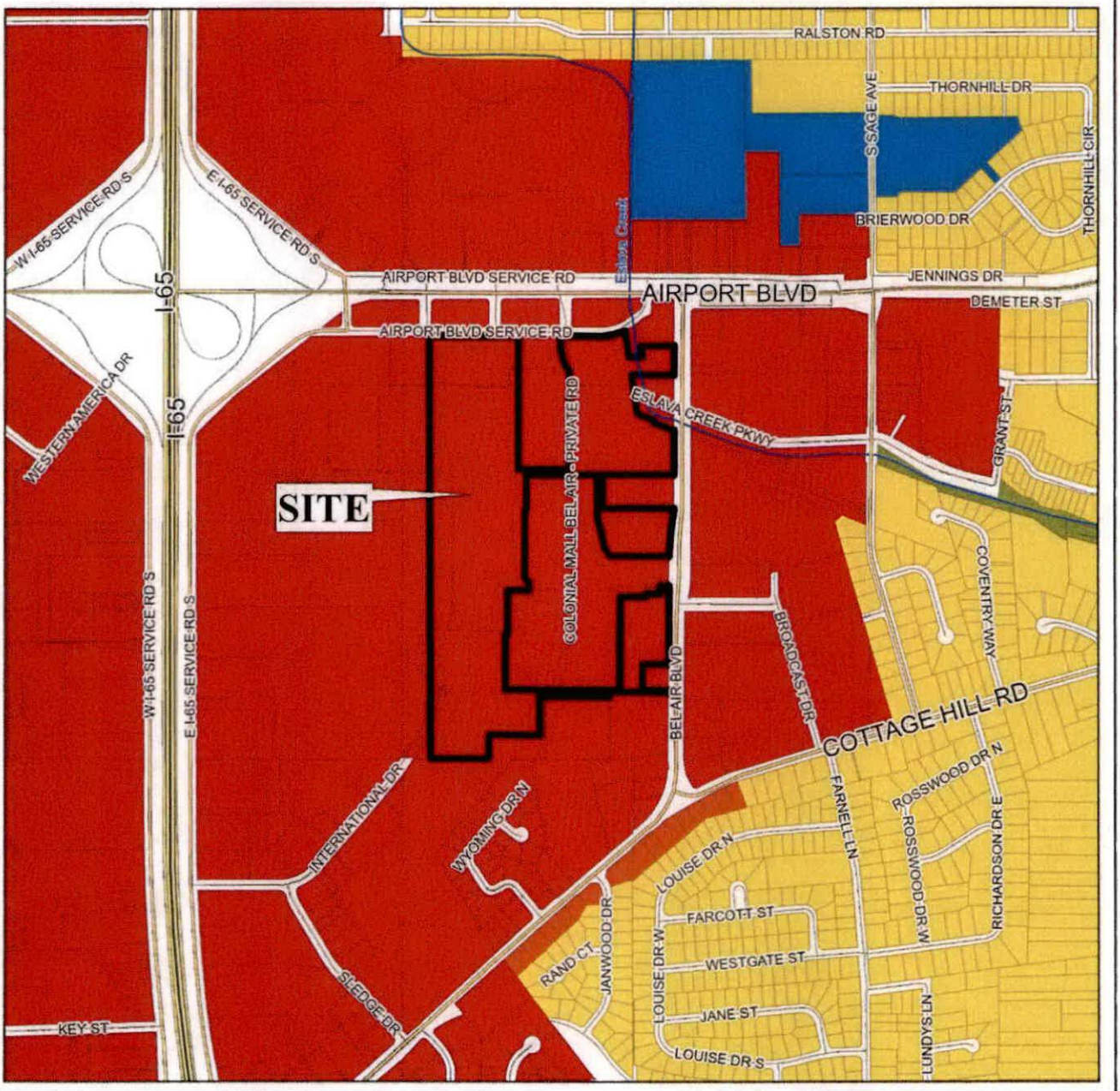
APPLICANT Resubdivision of Lot 1 of the Resubdivision of Lot 2 of Bel Air Mall Subdivision

REQUEST Subdivision, PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 8 DATE February 22, 2024

APPLICANT Resubdivision of Lot 1 of the Resubdivision of Lot 2 of Bel Air Mall Subdivision

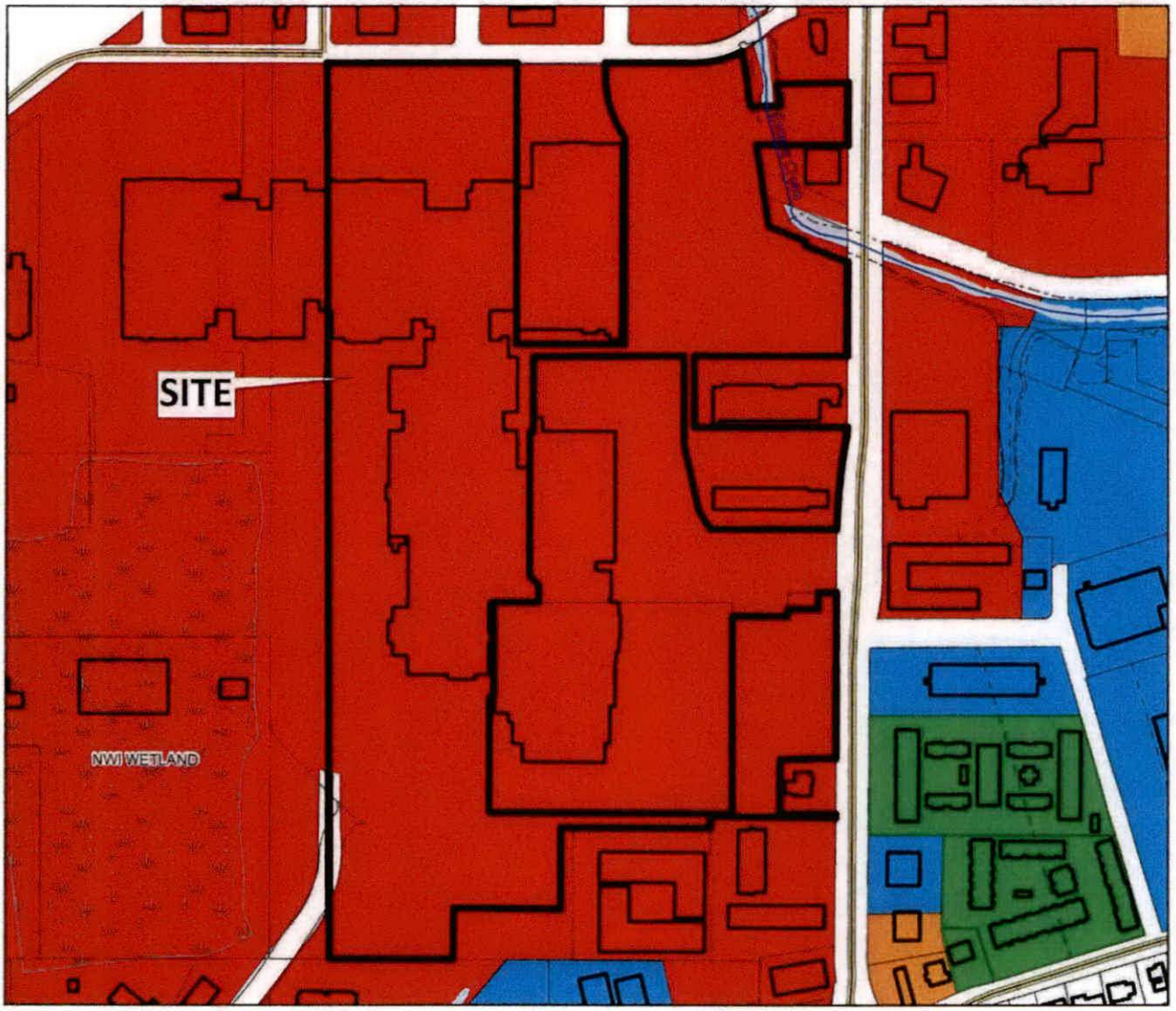
REQUEST Subdivision, PUD Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 8 DATE February 22, 2024

APPLICANT Resubdivision of Lot 1 of the Resubdivision of Lot 2 of Bel Air Mall Subdivision

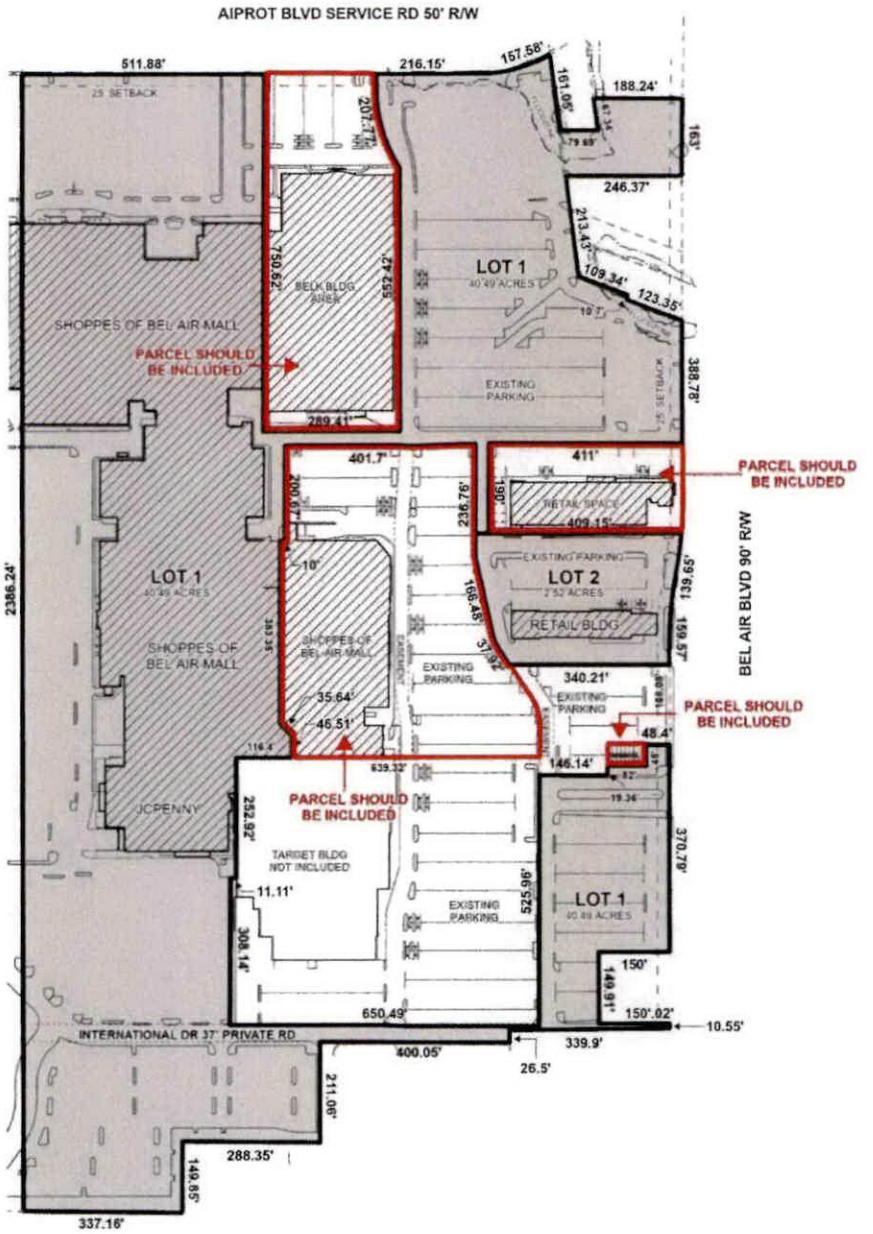
REQUEST Subdivision, PUD Modification

R-A R-3 B-1 B-2 B-5 ML I-2 OPEN T-3 T-5.2
R-1 R-B T-B B-3 CW MH PD SD T-4 T-6
R-2 H-B LB-2 B-4 MM I-1 MUN SD-WH T-5.1

N

NTS

SITE PLAN



The site plan illustrates existing buildings, easements, parking areas, and proposed lots.

APPLICATION NUMBER	8	DATE	February 22, 2024
APPLICANT	Resubdivision of Lot 1 of the Resubdivision of Lot 2 of Bel Air Mall Subdivision		
REQUEST	Subdivision, PUD Modification		

N

NTS

ZONING DISTRICT CORRESPONDENCE MATRIX		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	O	
MULTIPLE-FAMILY	R-3	O	■			■	■						□	O	
RESIDENTIAL-BUSINESS	R-B		O			■		■					□	O	
TRANSITIONAL-BUSINESS	T-B		O		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									O	O		□		
DOWNTOWN DEV. DD	SD	O	O	O	O	O	O	O		O	O		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	O	
NEIGH. BUSINESS	B-2		O			□	■	■	■				□	O	
LIMITED BUSINESS	LB-2		O			□	■	■	■				□	O	
COMMUNITY BUSINESS	B-3				■				■			O	□	O	
GEN. BUSINESS	B-4			■					■			O	□	O	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- O Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

DISTRICT CENTER (DC)

This designation applies across the city to larger areas of existing mixed-use character or where such character is encouraged. These areas will include moderate to high-density residential (minimum densities of 6 du/ac) in dynamic, horizontal or vertical mixed use environments, to provide a balance of housing and employment.

District Centers generally serve several surrounding neighborhoods and may even have a city-wide or region-wide reach. As such, they are often anchored by a major commercial or institutional employer such as a shopping mall or a medical center.

Depending on location and assigned zoning, residential areas in District Centers may incorporate a mix of housing types, ranging from mid-rise multifamily buildings containing apartments and lofts, to townhouses and detached single-family homes. Major civic cultural institutions and public spaces provide regional and neighborhood destinations.

District Centers should be designed to induce pedestrian activity, with high quality streetscapes connecting the different components of a center as well as the center to its surrounding area. DC districts may be served by transit and include development of an intensity and design that supports transit use.

AGENDA ITEM SUMMARY SHEET

Agenda of:5/14/2024

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	5/14/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/4/2024 - 4:05 PM

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE.

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOTS 1 - 3, GOVERNMENT STREET HIGHLAND, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 4, PAGE 441 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA

The classification of said property is hereby changed from **R-1, Single-Family Residential Suburban District to B-1, Buffer Business Suburban District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-1, Buffer Business Suburban 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 Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-1, Buffer Business Suburban District** until all of the conditions set forth below have been complied with: **1. Completion of the Subdivision process; 2. Submittal of an original notarized "Voluntary Conditions and Use Restrictions" form (Attached); 3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 4. 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

SDC-B1 Subdivision (Gregory B. Saad, Saad Development Corporation, Agent)
255, 257 & 259 Dogwood Drive
Council District 5
Joel Daves

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 255, 257, and 259 Dogwood Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **April 9, 2024,** a public hearing will be held on the **14th day of May, 2024,** at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 255, 257, and 259 Dogwood Drive from R-1, Single-Family Residential Suburban District, to B-1, Buffer Business Suburban 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 CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE.

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOTS 1 - 3, GOVERNMENT STREET HIGHLAND, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 4, PAGE 441 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA

The classification of said property is hereby changed from R-1, Single-Family Residential Suburban District to B-1, Buffer Business Suburban District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-1, Buffer Business Suburban 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 Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-1, Buffer Business Suburban District until all of the conditions set forth below have been complied with: 1. Completion of the Subdivision process; 2. Submittal of an original notarized "Voluntary Conditions and Use Restrictions" form (Attached); 3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 4. 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 UNIFIED DEVELOPMENT CODE

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 12th day of July, 2022, and known as the "Unified Development Code". 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 14th day of May, 2024, 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 Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 17th day of April, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **255, 257 & 259 Dogwood Drive.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-1, Single-Family Residential Suburban District to B-1, Buffer Business Suburban District.** Under the proposed amendment to the Unified Development Code, 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-1** districts under the terms of the Unified Development Code of July 12, 2022, 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 Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-1** districts until the following conditions have been complied with: **1. Completion of the Subdivision process; 2. Submittal of an original notarized "Voluntary Conditions and Use Restrictions" form; 3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 4. Full compliance with all municipal codes and ordinances.**

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

41-335 **2024**

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: APR 09 2024

Dana Pafenbach
ASSISTANT City Clerk

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

January 30, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on November 16, 2023 considered the request of **SDC-B1 Subdivision (Gregory B. Saad, Saad Development Corporation, Agent)** for a change in zoning from **R-1, Single-Family Residential Suburban District to B-1, Buffer Business Suburban District** for the property located at **255, 257 & 259 Dogwood Drive.**

After discussion it was decided to recommend approval of the rezoning request to the City Council.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

Voluntary Conditions & Use Restrictions

Subject to the City of Mobile approving the Applications for both zoning from Suburban R-1 single family residential to Suburban B-1 Buffer Business, as the Applicant, I voluntarily place the following conditions and restrictions on the property, which shall apply to the Property so long as the Property is being used for any B-1 Buffer Business use as outlined in the City of Mobile Chart of Uses.

1. Construction Schedule. Exterior construction schedule shall be limited to:
   i. Regular Schedule. Monday – Friday, 6:00 am until 6:00 pm.
   ii. Weekend Schedule. Only in cases of emergencies, due to impact by inclement weather, supply chain delays or deliveries. In all cases, hours of work shall be limited to between 6:00 am until 6:00 pm.
2. Dumpster Pick up. All dumpster trash pickup trucks, including during construction phase, shall be limited to between 7:00 am and 6:00 pm.
3. Lawncare and Parking Lot Cleaning. All lawncare and parking lot cleaning motorized machinery will be limited to between 7:00 am and 6:00 pm. In no event will the irrigation system be limited to specific hours.
4. Permanent Signage. Applicant shall install monument signs for the project.
5. Subdivision Sign. Applicant will either include the name "Government Street Highlands" as part of the monument sign or shall repair the existing Government Street Highlands sign subject to City of Mobile approvals.
6. Provided the City of Mobile approves the west bound left turn lane into the Property, Applicant will not pursue a curb cut onto Dogwood Drive. However, this restriction will not apply under the following circumstances:
   i. The Fire Marshal requires a means of ingress and egress onto Dogwood Drive for emergency purposes. Should the Fire Marshal so determine a Dogwood Drive entrance is required for safety purposes, Applicant will seek approval for a decorative gate to be installed with the customary lock box for emergency use.
   ii. In the event in the future, Dogwood Drive is abandoned as a public road south of the Property, Applicant will be released from this restriction and shall have the right to seek full ingress and egress of that portion of Dogwood Drive remaining, if any.
   iii. Should the City of Mobile deny Applicant's west bound left turn lane, Applicant shall have the right, but not the obligation to pursue one curb cut onto Dogwood Drive which shall be designed as a "left in and right out" curb opening so as to direct all outbound traffic exiting the site northward toward Airport Boulevard.

Signed this _____day of_____, 2023.

Gregory B. Saad, Applicant

Applicant Signature ***/G B Saad/, 01/24/2024***

City of Mobile · Planning & Zoning

Voluntary Conditions & Use Restrictions

I, the undersigned, as the owner of the property located at See Attached (the property), more specifically described in the attached legal description, and in consideration for Planning Commission and City Council rezoning approval, I hereby voluntarily covenant with the City of Mobile that the following uses shall be prohibited on the property as a condition of the rezoning:

I am the applicant with owner's authorization to submit. If this zoning is approved through the city of Mobile, and I acquire the properties, I voluntarily place the conditions outlined herein below. However, if the zoning request is not approved through the city of Mobile, the restrictions below will not apply.

Furthermore, I voluntarily place the following conditions and restrictions on the property as a part of the rezoning of the property:

See Attached Exhibit 1

The above stated conditions, covenants and restrictions shall run with the land and are fully enforceable by the City of Mobile as a condition of the rezoning.

See Authorizations signed

Owner Signature — Date

GB Saad — ~~10/2/23~~ 1.24.2024

Applicant Signature — Date

STATE OF ALABAMA

COUNTY OF MOBILE

CITY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that Gregory B. Saad, whose name 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 said instrument, executed the same voluntarily on the day the same bears date. Given under my and official seal this the 24th day of January, 2024.

Notary Public

My commission expires: My Commission Expires 2/22/2027

BRANDON W. SCOTT NOTARY PUBLIC ALABAMA STATE AT LARGE

SAAD REALTY PARTNERS
3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

Exhibit 1

Voluntary Conditions & Use Restrictions

Subject to the City of Mobile approving the Applications for both zoning from Suburban R-1 single family residential to Suburban B-1 Buffer Business, as the Applicant, I voluntarily place the following conditions and restrictions on the property, which shall apply to the Property so long as the Property is being used for any B-1 Buffer Business use as outlined in the City of Mobile Chart of Uses.

1. Construction Schedule. Exterior construction schedule shall be limited to:
   i. Regular Schedule. Monday – Friday, 6:00 am until 6:00 pm.
   ii. Weekend Schedule. Only in cases of emergencies, due to impact by inclement weather, supply chain delays or deliveries. In all cases, hours of work shall be limited to between 6:00 am until 6:00 pm.
2. Dumpster Pick up. All dumpster trash pickup trucks, including during construction phase, shall be limited to between 7:00 am and 6:00 pm.
3. Lawncare and Parking Lot Cleaning. All lawncare and parking lot cleaning motorized machinery will be limited to between 7:00 am and 6:00 pm. In no event will the irrigation system be limited to specific hours.
4. Permanent Signage. Applicant shall install monument signs for the project.
5. Subdivision Sign. Applicant will either include the name "Government Street Highlands" as part of the monument sign or shall repair the existing Government Street Highlands sign subject to City of Mobile approvals.
6. Provided the City of Mobile approves the west bound left turn lane into the Property, Applicant will not pursue a curb cut onto Dogwood Drive. However, this restriction will not apply under the following circumstances:
   i. The Fire Marshal requires a means of ingress and egress onto Dogwood Drive for emergency purposes. Should the Fire Marshal so determine a Dogwood Drive entrance is required for safety purposes, Applicant will seek approval for a decorative gate to be installed with the customary lock box for emergency use.
   ii. In the event in the future, Dogwood Drive is abandoned as a public road south of the Property, Applicant will be released from this restriction and shall have the right to seek full ingress and egress of that portion of Dogwood Drive remaining, if any.
   iii. Should the City of Mobile deny Applicant's west bound left turn lane, Applicant shall have the right, but not the obligation to pursue one curb cut onto Dogwood Drive which shall be designed as a "left in and right out" curb opening so as to direct all outbound traffic exiting the site northward toward Airport Boulevard.

Signed this 24th day of January, 2023.

Gregory B. Saad, Applicant

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 20, 2023

Gregory B. Saad
Saad Development Corporation
3601 Spring Hill Business Park
Suite 200
Mobile, Alabama 36608

Re: 255, 257 & 259 Dogwood Drive
ZON-UDC-002678-2023
SDC-B1 Subdivision
Gregory B. Saad, Saad Development Corporation
District 5
Rezoning from Single-Family Residential Suburban District (R-1) to Buffer Business Suburban District (B-1).

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

At its meeting on November 16, 2023, the Planning Commission considered the above referenced application.

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

A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
B) Compatibility. The proposed amendment is compatible with:
- The current development trends, if any, in the vicinity of the subject property;
- Surrounding land uses;
- Would not adversely impact neighboring properties; or
- Cause a loss in property values.

C) Change. Changed or changing conditions in the area make an amendment necessary and desirable.
D) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend Approval of the rezoning request to the City Council, subject to the following conditions:

1. Completion of the Subdivision process;
2. Submittal of an original notarized "Voluntary Conditions and Use Restrictions" form;
3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
4. Full compliance with all municipal codes and ordinances.

The advertising fee for this application will be based on the current legal description and the requested Voluntary Conditions and Use Restrictions form. Please submit the original notarized Voluntary Conditions and Use Restrictions form to the Planning and Zoning Department. Upon receipt of this form, you will be notified of the advertising fee for this application. Upon receipt of the advertising 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

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 6, 2023

Gregory B. Saad
Saad Development Corporation
3601 Spring Hill Business Park
Suite 200
Mobile, Alabama 36608

Re: 255, 257 & 259 Dogwood Drive
ZON-UDC-002678-2023
SDC-B1 Subdivision
Gregory B. Saad, Saad Development Corporation
District 5
Rezoning from Single-Family Residential Suburban District (R-1) to Buffer Business Suburban District (B-1).

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

At its meeting on November 2, 2023, the Planning Commission considered the above referenced application.

Due to a lack of quorum, the request was heldover until the November 16, 2023, meeting.

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

'23OCT23

10-19-2023

RECD BUILD MOBILE
OCT 23 '23 AM9:41

Chuck and Linda Sierke
257 Dogwood Dr.
Mobile, AL 36609

Planing & Zoning/City of Mobile
P.O.Box 1827
Mobile, AL 36633-1827
ATTN: Mr. Bert Hoffman Long Range Planning City of Mobile

Re: Sub-002678-2023/ Sub-002680-2023

Dear sirs,
My name is Chuck Sierke, my wife Linda and I live at 257 Dogwood Dr. Mobile, AL. We are unable to attend the scheduled meeting in person so we are writing this letter in regard to the project: ZON-UDC-002678-2023/Sub-002680-2023 that is under consideration for the development at Airport Blvd and Dogwood Drive. We have been an owner or resident on the street for over 28 years and currently own and reside at the address of 257 Dogwood Dr.
We care about our neighbors and the surrounding area. Times have changed and the little quiet street that was, is no more. There are multiple reasons we feel this property is no longer suited for residential living.
1. The close proximity to commercial businesses around this location: 250 feet to CVS, 500 feet Publix grocery store, 400 feet to Murphy gas station, 1000 feet to the Wells Fargo Bank, 1000 feet to the Marathon gas station, 1500 feet to the Planet Fitness and the Piggly Wiggly.
2. We no longer enjoy sitting on the front porch as we look directly at the CVS dumpster and traffic on University Blvd. We have to close our blinds while having dinner as again, we look at the dumpster at CVS.
3. There is never a time we do not hear cars/trucks, wrecks, sirens and music from vehicles. We cannot open our windows because of the seemingly constant noise level.
4. We now have pedestrians cutting through our yard, to the side of 255 Dogwood to Airport Blvd.
5. We also feel that this is a good project for the location and

that the developer is very cognizant and considerate of the neighborhood concerns.

6. The covenants of the subdivision have been vacated and the developer has presented a project that meets or exceeds all the requirements to proceed with the project.

7. The developer provided a traffic impact study showing there will be very little impact to Dogwood Dr. residents or the surrounding neighborhoods due to this project. Also, the developer is providing a much larger buffer or green space between the building and the adjoining property owners. Providing them with far more privacy and buffer than required. This showed us just how much the developer cares about Mobile and the residents in the surrounding area.

8. Through the years, the street has become a cut through during high traffic times resulting in more traffic and noise on the street that is only getting worse.

Thank you again for your consideration.

Best regards,

Chuck and Linda Sierke
257 Dogwood Dr.
Mobile, AL 36609
251-404-5190

RECD BULD MOBILE
OCT 23 '23 AM9:41

MOBILE CITY PLANNING COMMISSION
October 10, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: 255, 257, 259 Dogwood Drive
ZON-UDC-002678-2023
SDC -B1 Subdivision
Gregory B. Saad, Saad Development Corporation
District 5
Rezoning from Single-Family Residential Suburban District (R-1) to Buffer Business Suburban District (B-1).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, November 2, 2023, at 2:00 p.m. to consider your above referenced application.

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

The proposed application is Rezoning from Single-Family Residential Suburban District (R-1) to Buffer Business Suburban District (B-1); 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 in 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:

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

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, by 2:00 p.m. on Wednesday, November 1, 2023, 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 10, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: 255, 257, 259 Dogwood Drive
ZON-UDC-002678-2023
SDC -B1 Subdivision
Gregory B. Saad, Saad Development Corporation
District 5
Rezoning from Single-Family Residential Suburban District (R-1) to Buffer Business Suburban District (B-1).

Dear Property Owner(s):

This letter is to advise property owners within 300 feet, as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, November 2, 2023, 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 application is Rezoning from Single-Family Residential Suburban District (R-1), to Buffer Business Suburban District (B-1); 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.

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:

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

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, by 2:00 p.m. on Wednesday, November 1, 2023, 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 Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes. For additional information or assistance, please contact a Planner at (251) 208-5895.

City of Mobile · Planning & Zoning

Planning Commission Application

Zoning Request SDC-B1 Airport Boulevard and Dogwood Drive

For hard copy submissions, 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) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit $500
Conditional Use Permit for Above-Ground Oil Storage Tank* $1,500
Conditional Use Permit for Hazardous Substance Storage Tank* $1,500
Rezoning, Text Amendment, or Specific Area Plan $500
Planned Development $500
Planning Approval or Planned Unit Development $500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ **Conditional Use Permits** Checklist A

☒ **Rezoning, Text Amendment, or Specific Area Plan Amendments** Checklist B

☐ **Planned Development** Checklist C

☐ **Previously approved Planning Approvals or Planned Unit Development** Checklist D

Have you provided the required information on the corresponding checklist? ☒ Yes ☐ No

---

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	Gregory B. Saad	Gregory B. Saad
Firm:	Saad Development Corporation	Saad Development Corporation
Phone:	251-709-0330	251-709-0330
Email:	gregsaad@saad.com	gregsaad@saad.com
Address:	3601 Spring Hill Business Park, Suite 200 Mobile, AL 36608	3601 Spring Hill Business Park, Suite 200 Mobile, AL 36608

GS

	Owner	Design Professional
Name:	See Attached Exhibit A List of Owners	HDS Architecture and GMC
Firm:	See Attached Exhibit A	See Attached Exhibit A
Phone:	See Attached Exhibit A	See Attached Exhibit A
Email:	See Attached Exhibit A	See Attached Exhibit A
Address:	See Attached Exhibit A	See Attached Exhibit A

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

SEE ATTACHED EXHIBIT A
Property Address

2.82 ACRES SEE ATTACHED EXHIBIT A
Property Area (acres or square feet)

SEE ATTACHED EXHIBIT A
Parcel Number(s) or Key Number(s)

Suburban Single Family Residential
Present Zoning or Transect District

R1 Single Family Suburban to B1 Buffer Business Suburban
Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ■ Yes ☐ No

4. 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).

5. 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.

Owner Signature

Date

GB Saad
Applicant or Agent Signature (if applicable)

October 1, 2023
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 Planning Commission/City Council 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.

GB Saad
Applicant or Agent Signature

October 1, 2023
Date

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

The following information is required for Rezoning Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ☒ Planning Commission Application
- ☒ Neighborhood Meeting documentation
- ☒ Boundary Plan
- ☒ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ☒ Traffic Impact Studies, as prescribed by the Traffic Engineer

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A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   SEE ATTACHED EXHBIT A - CHECKLIST B

   Low Density Residential
   Future Land Use Map (FLUM) Designation

   R-1 to B-1 SEE ATTACHED EXHBIT A - CHECKLIST B
   Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ☒ No
   If yes, describe the error
   SEE ATTACHED EXHBIT A - CHECKLIST B

3. Describe how this proposal promotes the community's health, safety, and welfare.
   SEE ATTACHED EXHBIT A - CHECKLIST B.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
   SEE ATTACHED EXHBIT A - CHECKLIST B

GS

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.
   SEE ATTACHED EXHBIT A - CHECKLIST B

2. Describe the surrounding land uses.
   SEE ATTACHED EXHBIT A - CHECKLIST B

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   SEE ATTACHED EXHBIT A - CHECKLIST B

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   SEE ATTACHED EXHBIT A - CHECKLIST B

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   SEE ATTACHED EXHBIT A - CHECKLIST B

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

Not Applicable

gs

City of Mobile · Planning & Zoning

Voluntary Conditions & Use Restrictions

I, the undersigned, as the owner of the property located at See Attached (the property), more specifically described in the attached legal description, and in consideration for Planning Commission and City Council rezoning approval, I hereby voluntarily covenant with the City of Mobile that the following uses shall be prohibited on the property as a condition of the rezoning:

I am the applicant with owner's authorization to submit. If this zoning is approved through the city of Mobile, and I acquire the properties, I voluntarily place the conditions outlined herein below. However, if the zoning request is not approved through the city of Mobile, the restrictions below will not apply.

Furthermore, I voluntarily place the following conditions and restrictions on the property as a part of the rezoning of the property:

See Attached Exhibit 1

The above stated conditions, covenants and restrictions shall run with the land and are fully enforceable by the City of Mobile as a condition of the rezoning.

See Authorizations signed

Owner Signature

Date

GB Saad

Applicant Signature

10/2/23

Date

STATE OF ALABAMA

COUNTY OF MOBILE

CITY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that Gregory B. Saad, whose name 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 said instrument, executed the same voluntarily on the day the same bears date.
Given under my and official seal this the _____ day of _____, _____.

Notary Public

My commission expires: _____

SAAD
REALTY PARTNERS
3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

Voluntary Conditions & Use Restrictions

Subject to the City of Mobile approving the Applications for both zoning from Suburban R-1 single family residential to Suburban B-1 Buffer Business, as the Applicant, I voluntarily place the following conditions and restrictions on the property, which shall apply to the Property so long as the Property is being used for any B-1 Buffer Business use as outlined in the City of Mobile Chart of Uses.

1. Construction Schedule. Exterior construction schedule shall be limited to:
   i. Regular Schedule. Monday – Friday, 6:00 am until 6:00 pm.
   ii. Weekend Schedule. Only in cases of emergencies, due to impact by inclement weather, supply chain delays or deliveries. In all cases, hours of work shall be limited to between 6:00 am until 6:00 pm.
2. Dumpster Pick up. All dumpster trash pickup trucks, including during construction phase, shall be limited to between 7:00 am and 6:00 pm.
3. Lawncare and Parking Lot Cleaning. All lawncare and parking lot cleaning motorized machinery will be limited to between 7:00 am and 6:00 pm. In no event will the irrigation system be limited to specific hours.
4. Permanent Signage. Applicant shall install monument signs for the project.
5. Subdivision Sign. Applicant will either include the name "Government Street Highlands" as part of the monument sign or shall repair the existing Government Street Highlands sign subject to City of Mobile approvals.
6. Provided the City of Mobile approves the west bound left turn lane into the Property, Applicant will not pursue a curb cut onto Dogwood Drive. However, this restriction will not apply under the following circumstances:
   i. The Fire Marshal requires a means of ingress and egress onto Dogwood Drive for emergency purposes. Should the Fire Marshal so determine a Dogwood Drive entrance is required for safety purposes, Applicant will seek approval for a decorative gate to be installed with the customary lock box for emergency use.
   ii. In the event in the future, Dogwood Drive is abandoned as a public road south of the Property, Applicant will be released from this restriction and shall have the right to seek full ingress and egress of that portion of Dogwood Drive remaining, if any.
   iii. Should the City of Mobile deny Applicant's west bound left turn lane, Applicant shall have the right, but not the obligation to pursue one curb cut onto Dogwood Drive which shall be designed as a "left in and right out" curb opening so as to direct all outbound traffic exiting the site northward toward Airport Boulevard.

Signed this _____ day of _____, 2023.

Gregory B. Saad, Applicant

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Paul Charles Sierke and Linda Ann Sierke, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 257 Dogwood Drive, Mobile, Alabama 36609.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice 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.

GREGORY B. SAAD Designee (1)	Designee (2)
greqsaad@saad.com Email	Email
251.709.0330 Phone Number	Phone Number
DocuSigned by: P C Sierke Signature of Property Owner	October 3, 2023 | 8:47:37 AM PDT Date

DocuSign Envelope ID: BAE45F66-DE78-4D03-BC[illegible]CA81B9AC553

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Stephen A. Stokes, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 259 Dogwood Drive, Mobile, Alabama 36609.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice 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.

GREGORY B. SAAD	
Designee (1)	Designee (2)
gregsaad@saad.com	
Email	Email
251.709.0330	
Phone Number	Phone Number
DocuSigned by: [signature]	October 3, 2023 | 8:48:08 AM PDT
Signature of Property Owner	Date

DocuSign Envelope ID: FD8E8F72-B47D-438B-90 3E1114C25F41

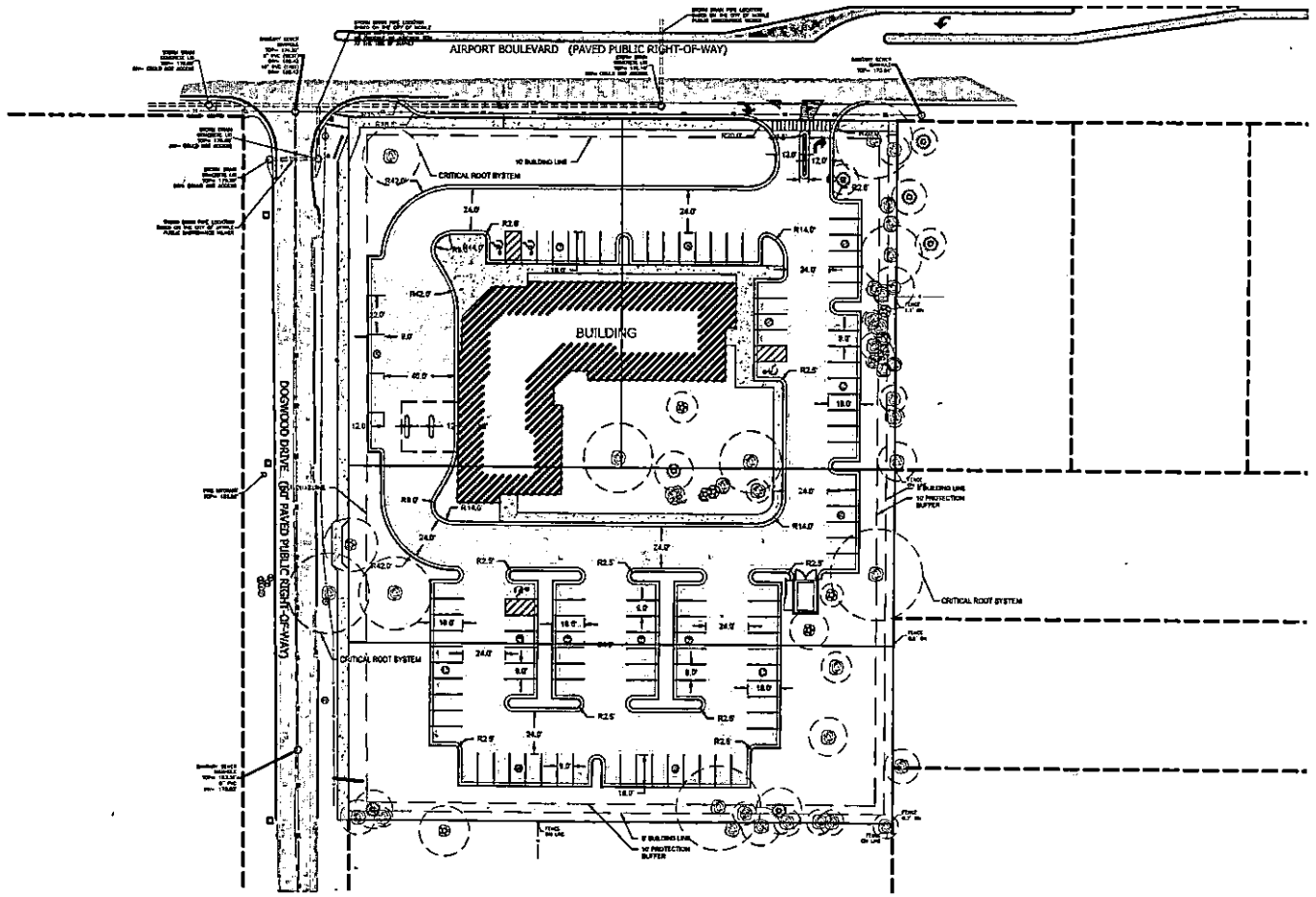
City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Paul Charles Sierke and Linda Ann Sierke, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 257 Dogwood Drive, Mobile, Alabama 36609.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice 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.

GREGORY B. SAAD Designee (1)	Designee (2)
gregsaad@saad.com Email	Email
251.709.0330 Phone Number	Phone Number
Linda Sierke Signature of Property Owner	October 3, 2023 | 11:01:15 AM PDT Date



SITE DATA TABLE	
CITY OF MOBILE MOBILE COUNTY, ALABAMA	
PROPOSED SITE AREA:	2.8 AC.
ADDRESS:	AIRPORT BLVD
ZONING:	
BUILDING S.F.	APPROX. 11,930 S.F.
YARD SETBACKS:	
FRONT:	10'
SIDE:	10'
REAR:	10'
PARKING REQ'D:	60 SPACES
PARKING PROVIDED:	110 (INC. 4 H/C)

REV #	DATE	DESCRIPTION

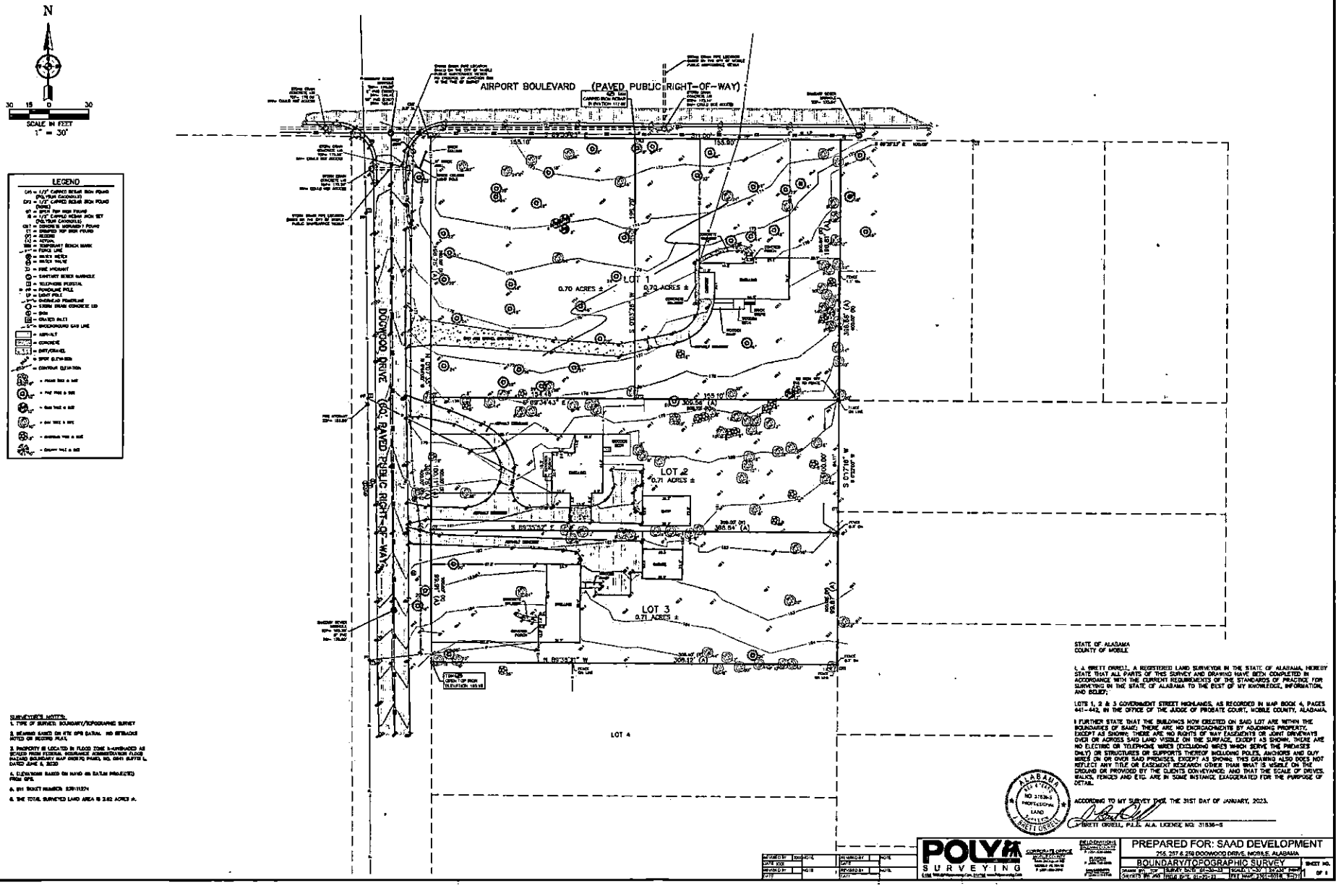
ANCHOR
69 N. Florida Street
Mobile, Alabama 36607
P: 251.438.6480

SITE CONCEPTUAL LAYOUT

SAAD DEVELOPMENT
MOBILE, ALABAMA

SITE JURISDICTION - CITY OF MOBILE

JOB NO.	23-0024
REVISED	-
DATE	9/28/2023
SCALE	1" = 30'
SHEET	1 of 1



SURVEYOR'S NOTES:

1. TYPE OF SURVEY: BOUNDARY/TOPOGRAPHIC SURVEY
2. BEARINGS BASED ON ETR GPS DATUM. NO SETBACKS NOTED OR RECORD PLAT.
3. PROPERTY IS LOCATED IN FLOOD ZONE X-UNSHADED AS SCALED FROM FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP (FIRM) PANEL NO. 0041 (SUFFIX L) DATED JUNE 6, 2020
4. ELEVATIONS BASED ON NAVD 88 DATUM PROJECTED FROM GPS.
5. 811 TICKET NUMBER: 23111274
6. THE TOTAL SURVEYED LAND AREA IS 2.82 ACRES ±.

STATE OF ALABAMA
COUNTY OF MOBILE

I, A. BRETT ORRELL, A REGISTERED LAND SURVEYOR IN THE STATE OF ALABAMA, 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;

LOTS 1, 2 & 3 GOVERNMENT STREET HIGHLANDS, AS RECORDED IN MAP BOOK 4, PAGES 441-442, IN THE OFFICE OF THE JUDGE OF PROBATE COURT, MOBILE COUNTY, ALABAMA.

I FURTHER STATE THAT THE BUILDINGS NOW ERECTED ON SAID LOT ARE WITHIN THE BOUNDARIES OF SAME; THERE ARE NO ENCROACHMENTS BY ADJOINING PROPERTY, EXCEPT AS SHOWN; THERE ARE NO RIGHTS OF WAY EASEMENTS OR JOINT DRIVEWAYS OVER OR ACROSS SAID LAND VISIBLE ON THE SURFACE, EXCEPT AS SHOWN; THERE ARE NO ELECTRIC OR TELEPHONE WIRES (EXCLUDING WIRES WHICH SERVE THE PREMISES ONLY) OR STRUCTURES OR SUPPORTS THEREOF INCLUDING POLES, ANCHORS AND GUY WIRES ON OR OVER SAID PREMISES, EXCEPT AS SHOWN; THIS DRAWING ALSO DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH OTHER THAN WHAT IS VISIBLE ON THE GROUND OR PROVIDED BY THE CLIENTS OR HEYWOOD; AND THAT THE SCALE OF DRIVES, WALKS, FENCES AND ETC. ARE IN SOME INSTANCE EXAGGERATED FOR THE PURPOSE OF DETAIL.

ACCORDING TO MY SURVEY THIS THE 31ST DAY OF JANUARY, 2023.

A. BRETT ORRELL, P.L.S. ALA. LICENSE NO: 31836-S

ALABAMA
NO 31836-S
PROFESSIONAL
LAND
SURVEYOR
A. BRETT ORRELL

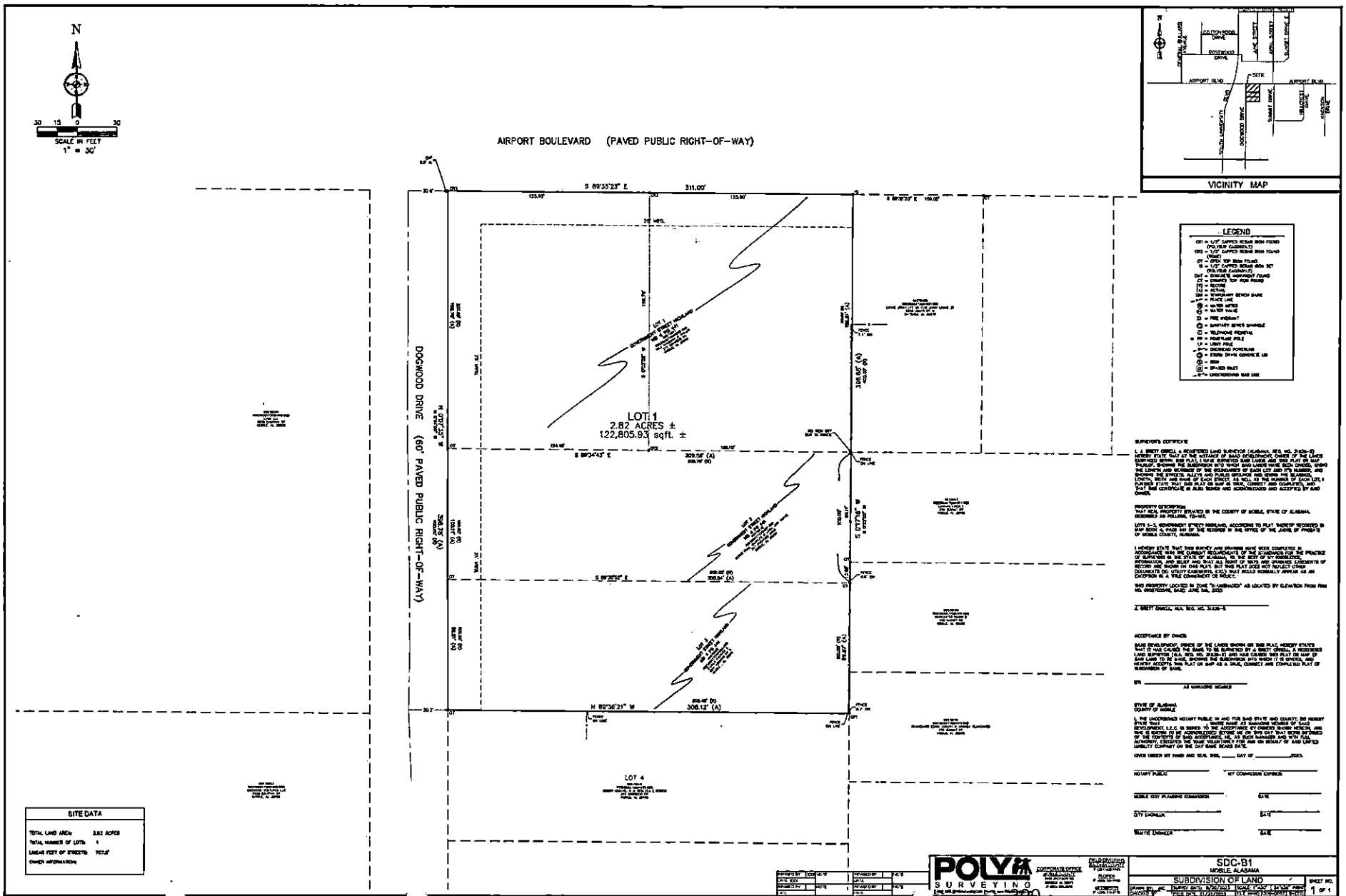
POLY SURVEYING

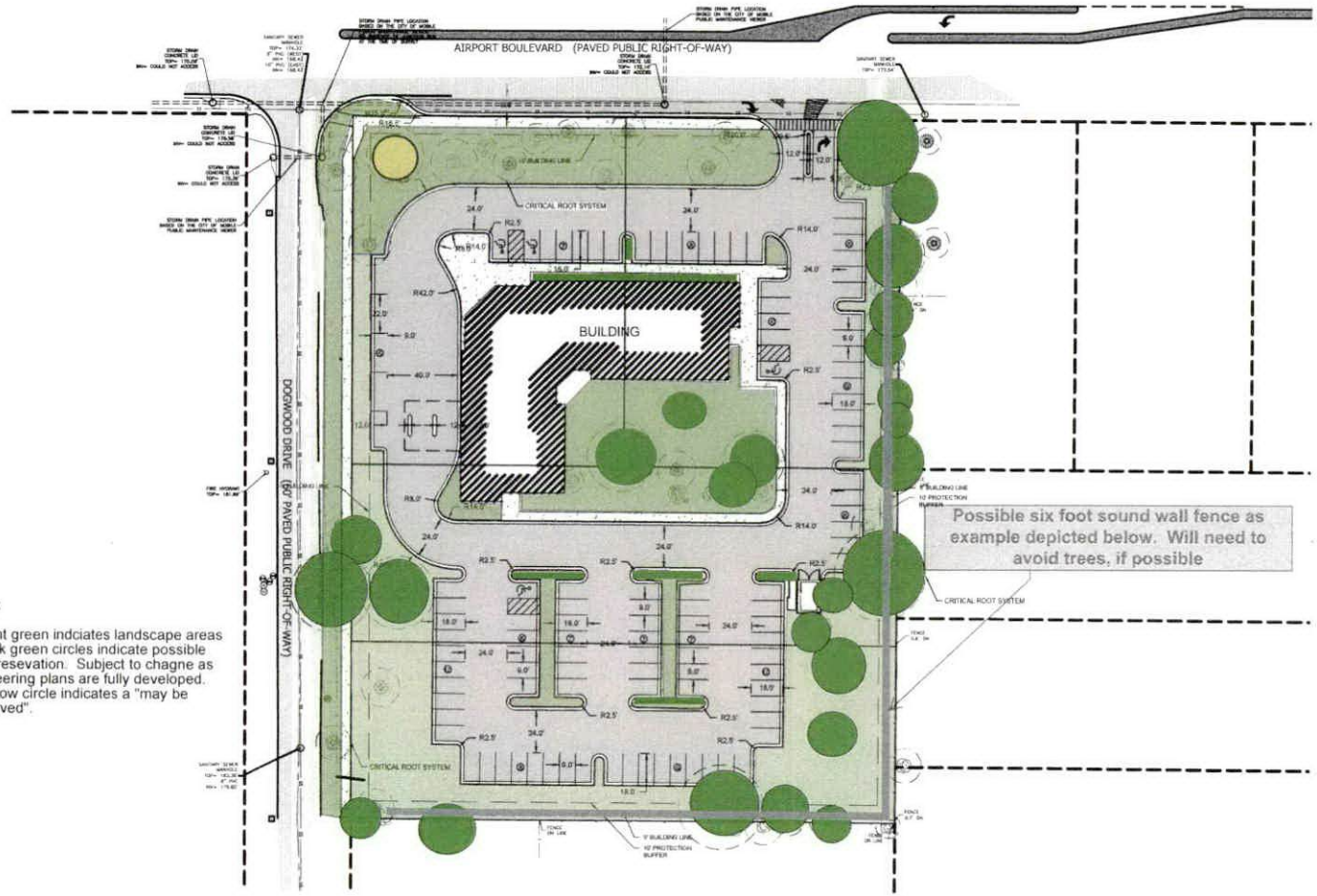
PREPARED FOR: SAAD DEVELOPMENT

256, 257 & 259 DOGWOOD DRIVE, MOBILE, ALABAMA

BOUNDARY/TOPOGRAPHIC SURVEY

SHEET NO. 1 OF 1


N
30 15 0 30
SCALE IN FEET
1" = 30'
AIRPORT BOULEVARD (PAVED PUBLIC RIGHT-OF-WAY)
DOGWOOD DRIVE (60' PAVED PUBLIC RIGHT-OF-WAY)
S 89°35'23" E 311.00'
N 89°36'21" W 308.12' (A)
S 89°34'43" E 309.58' (A)
S 01°19'16" W 308.95' (A)
LOT 1
2.82 ACRES ±
122,805.93 sqft. ±
LOT 4
VICINITY MAP
COTTONWOOD DRIVE
ROSEWOOD DRIVE
AIRPORT BLVD
SITE
DOGWOOD DRIVE
HAZEL DRIVE
LEGEND
SITE DATA
TOTAL LAND AREA: 2.83 ACRES
TOTAL NUMBER OF LOTS: 1
LINEAR FEET OF STREETS: 707.0'
OWNER INFORMATION:
SURVEYOR'S CERTIFICATE
PROPERTY DESCRIPTION
ACCEPTANCE BY OWNER
STATE OF ALABAMA
COUNTY OF MOBILE
NOTARY PUBLIC
MY COMMISSION EXPIRES
MOBILE CITY PLANNING COMMISSION
DATE
CITY ENGINEER
DATE
Wayne Dumas
DATE
POLY
SURVEYING
SDC-B1
MOBILE, ALABAMA
SUBDIVISION OF LAND
SHEET NO.
1 OF 1



Notes:

1. Light green indciates landscape areas
2. Dark green circles indicate possible tree presevation. Subject to chagne as engineering plans are fully developed.
3. Yellow circle indicates a "may be preserved".

This plan is presented as a conceptual plan. Applicant reserves the right to modify as allowed under applicable zoning and building code regualtions.

REV #	DATE	DESCRIPTION

ANCHOR
50 N. Florida Street
Mobile, Alabama 36607
P: 251.459.8480

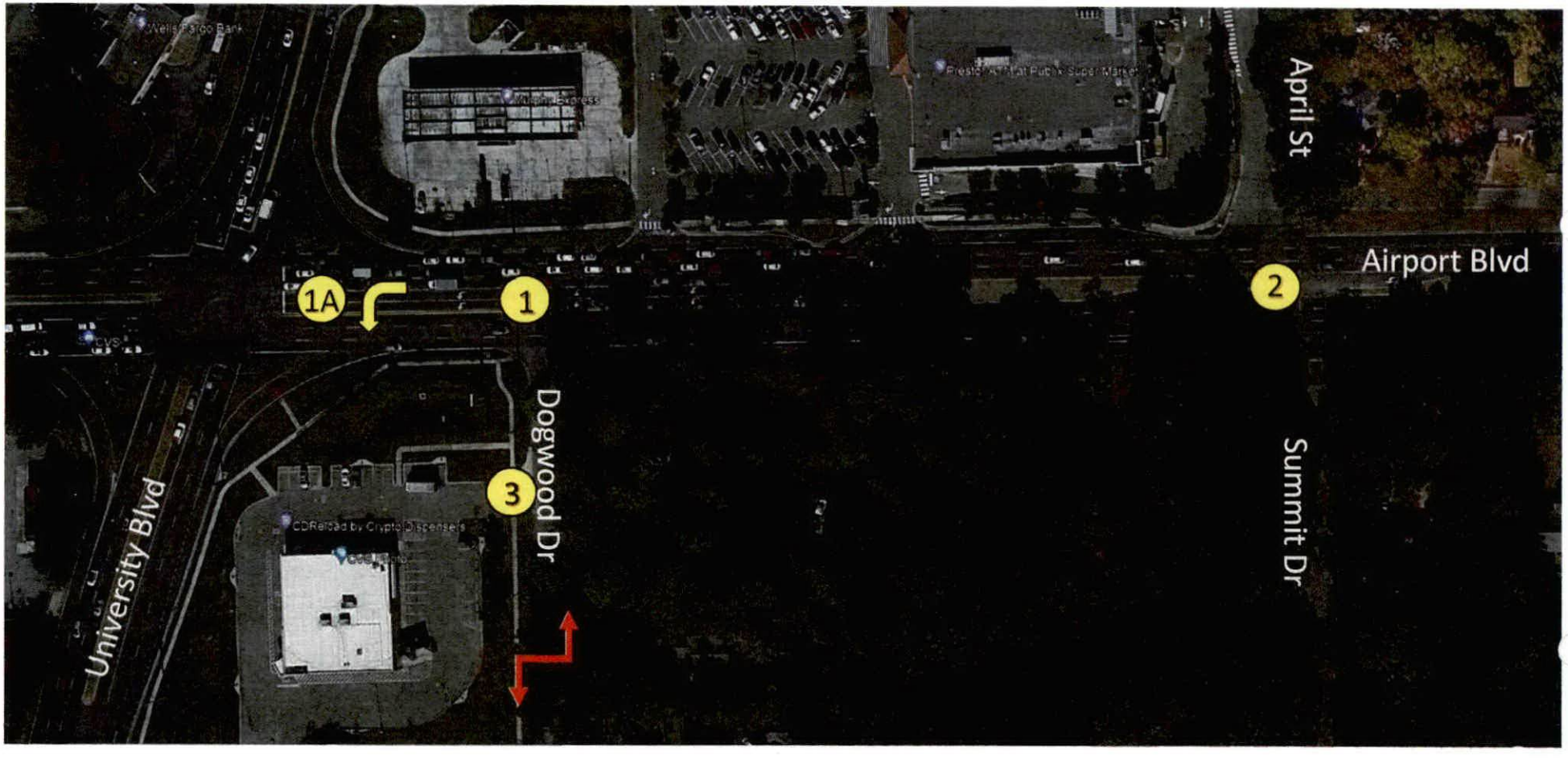
SITE CONCEPTUAL LAYOUT

SAAD REALTY PARTNERS
SAAD DEVELOPMENT CORPORATION

SITE JURISDICTION - CITY OF MOBILE

JOB NO.	23-0024
REVISED	-
DATE	9/28/2023
SCALE	1" = 30'
SHEET	1 of 1

5/2/23 Darrell, please conduct the following traffic counts shown below in Mobile, AL. Please conduct turning movement counts from 7-9 am, 2:15 to 3:45 pm, and 4-6 pm at 1) Airport Blvd at Dogwood Dr; 1A) Airport Blvd at University Blvd (WB lefts only); 2) Airport Blvd at Summit Dr/April St; and 3) Dogwood Drive at CVS driveway. Please also conduct a 24-hour bidirectional count WITH SPEED on Dogwood Drive south of Airport Blvd and the CVS driveway (but not at the speed hump). Please count as soon as possible since school is winding down. Questions, let us know. Thanks! – Julie



MOBILE 2021 LLC
6115 FOXTAIL DR
MOBILE, AL 36693-3550

STEWART HEATHER
276 SUMMITT DR
MOBILE, AL 36609-2437

LANHAM LINDA L
256 SUMMIT DR
MOBILE, AL 36609

LUSTERIO KATERINA
C/O HALFORD WILLIAM & BRANDI HALFORD
277 DOGWOOD DR
MOBILE, AL 36609-3411

MUNCASTER MARIN D
258 SUMMIT DR
MOBILE, AL 36608

ROFFLER MITCHELL & MICHELLE ROFFLER
275 DOGWOOD DR
MOBILE, AL 36609

MUNCASTER MARIN D
258 SUMMIT DR
MOBILE, AL 36609

SAVIO SARITA DAWN
269 DOGWOOD DR
MOBILE, AL 36609

BLANCHARD EDWIN JOSEPH
& CHANDA BLANCHARD
260 SUMMIT DR
MOBILE, AL 36609

BOWEN MICHAEL C
& REBECCA E BOWEN
265 DOGWOOD DR
MOBILE, AL 36609-3411

BILBREY JUSTUS PRICE & CAROLE ANNE
BILBREY
268 SUMMIT DR
MOBILE, AL 36609

STOKES STEPHEN A
4021 HENNING DR S
MOBILE, AL 36619-9261

KENT E CHERYLE
602 SKYLINE DR W
MOBILE, 36609-5933

SIERKE, PAUL CHARLES &
LINDA ANN SIERKE
257 DOGWOOD DRIVE
MOBILE, AL 36609-3411

LOCKE JERRY LEE SR
C/O JERRY LOCKE JR
5290 LEMAN DR W
SATSUMA, AL 36572

HAJI SHADMAN & SHILIER
255 DOGWOOD DR
M0BILE, AL 36609-3411

LADAS S.L. AS TRUSTEE OF THE WAW FAMILY
TRUST, DATED JANUARY
C/O PUBLIX SUPER MARKETS, INC
P O BOX 32018
LAKELAND, FL 33802

LV5K LLC
2600 DAUPHIN ST
MOBILE, AL 36606-4802

HILLCREST SOUTH, LLC, AN ALABAMA LLC
C/O MURPHY USA
PO BOX 7300
EL Dorado, AR 71731

MOBILE 2021 LLC
6115 FOXTAIL DR
MOBILE, AL 36693-3550

QUILL RICHARD O JR & MARY M
276 DOGWOOD DR
MOBILE, AL 36609-3410

DOGWOOD VENTURES LLC
2600 DAUPHIN ST
MOBILE, AL 36606

DOOLITTLE DAVID K & NANCY P
268 DOGWOOD DR
MOBILE, AL 36609

GREGORY B. SAAD, APPLICANT
SAAD DEVELOPMENT CORPORATION
3601 SPRING HILL BUSINESS PARK, SUITE 200
MOBILE, AL 36608

3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

Overview

Applicant.	Gregory B. Saad, President, Saad Development Corporation.
Address.	3601 Spring Hill Business Park, Suite 200, Mobile, AL 36608.
Property.	255, 257, and 259 Dogwood Drive, Mobile, AL 36608.
Request.	Change in Zoning Classification from R-1 to B-1.
Request.	Subdivision of Lots 1, 2, and 3, Government Street Highland, Map Book 4, Page 441. Modify all three lots into 1 lot.
Parcel Size.	2.82 acres. See enclosed Survey.
Purpose.	Redevelopment of infill property to professional office development.
Project Schedule.	Forecast of schedule provides a construction start in third quarter of 2024 and completion in 2025.
Project Scope.	The project is planned for between 14,000 to 28,000 square feet of professional office space. The project scope has not yet been defined as one story or two stories. For purposes of this application, we are assuming the building will be approximately 24,000 square feet per floor. The final size will likely change based on the final architectural design.

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EXHIBIT A

TO APPLICATION FOR REZONING AND SUBDIVISION

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

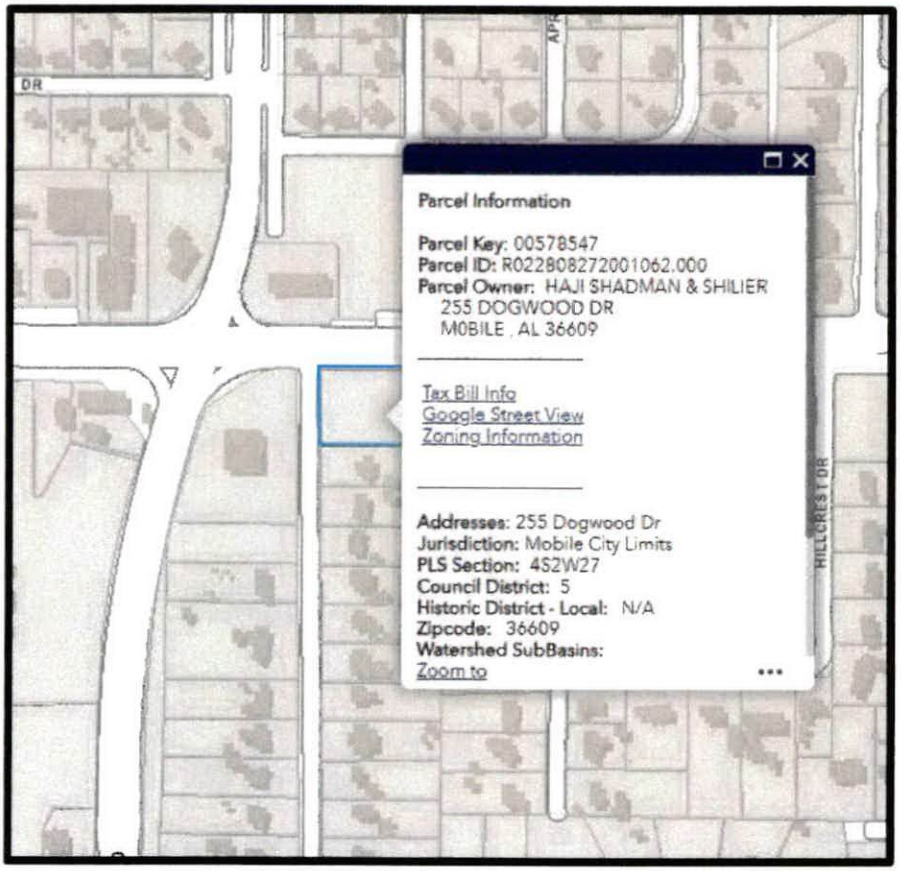
There are three contiguous individually owned properties with this request for zoning change from R-1 to B-1. The property owners and addresses are as follows:

Owner – Shadman & Shilier Haji 255 Dogwood Drive, Mobile, AL 36609

RECORD LEGAL DESCRIPTION:

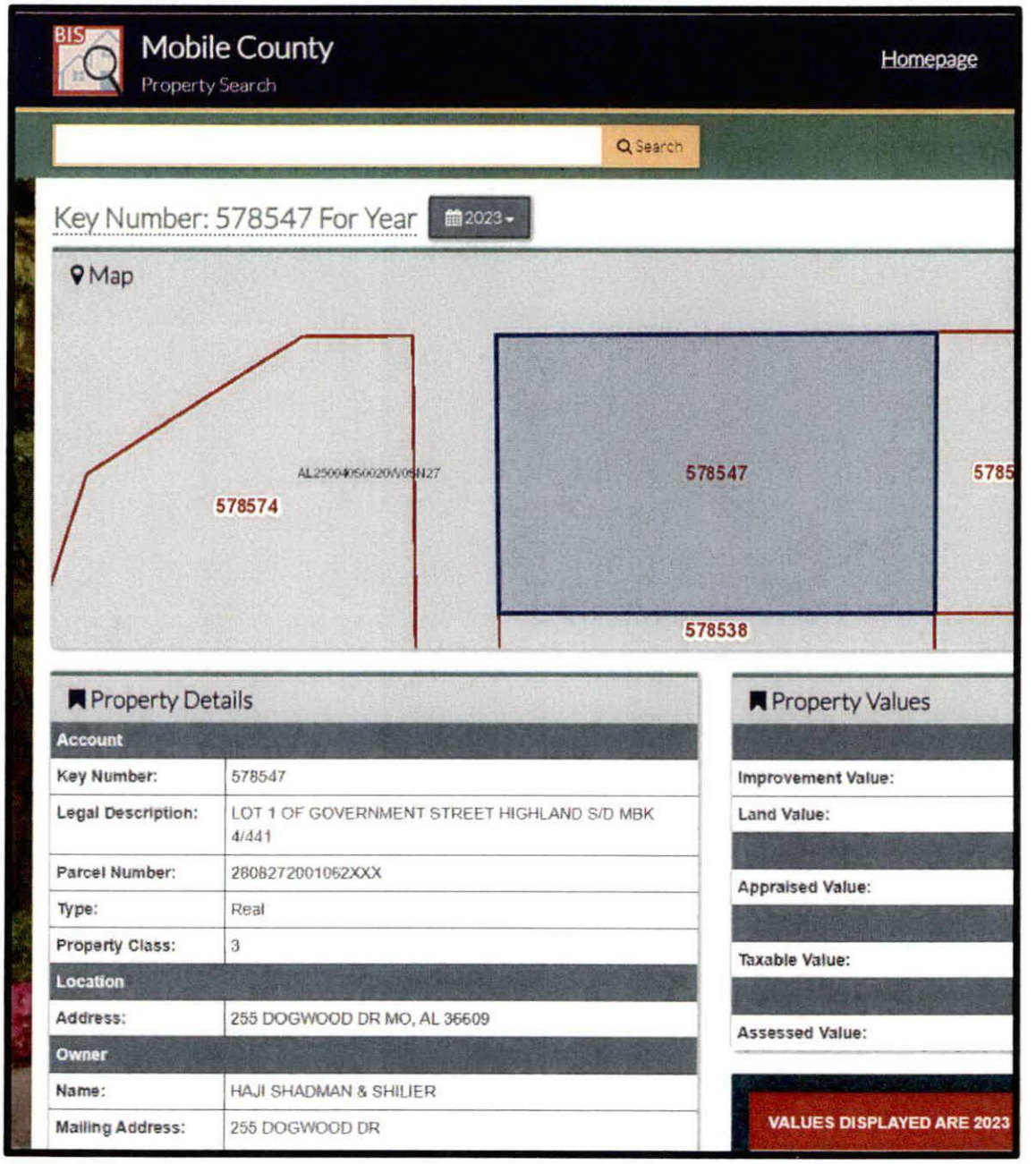
That real property situated in the County of Mobile, State of Alabama, described as follows, to-wit:

Lot 1, Government Street Highland, according to plat thereof recorded in Map Book 4, page 441 of the records in the Office of the Judge of Probate of Mobile County, Alabama



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255 Dogwood Drive, Mobile, AL 36609



Property Details

Account	
Key Number:	578547
Legal Description:	LOT 1 OF GOVERNMENT STREET HIGHLAND S/D MBK 4/441
Parcel Number:	2808272001062XXX
Type:	Real
Property Class:	3
Location	
Address:	255 DOGWOOD DR MO, AL 36609
Owner	
Name:	HAJI SHADMAN & SHILIER
Mailing Address:	255 DOGWOOD DR

Property Values

Improvement Value:	
Land Value:	
Appraised Value:	
Taxable Value:	
Assessed Value:	

VALUES DISPLAYED ARE 2023

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OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

255 Dogwood Drive, Mobile, AL 36609

DocuSign Envelope ID: DB5619D7-B7B4-4BF3-9C83-8109C2B880F5

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Shadman Hali and Shilier Hali, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 255 Dogwood Drive, Mobile, Alabama 36609.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice 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.

GREGORY B. SAAD Designee (1)	Designee (2)
gregsaad@saad.com Email	Email
251.709.0330 Phone Number	Phone Number
Shadman Hali Signature of Property Owner	October 3, 2023 | 1:26:53 PM PDT Date

DocuSign Envelope ID: 289F02CC-D953-4561-A9DA-14D2C9352935

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Shadman Hali and Shilier Hali, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 255 Dogwood Drive, Mobile, Alabama 36609.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice 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.

GREGORY B. SAAD Designee (1)	Designee (2)
gregsaad@saad.com Email	Email
251.709.0330 Phone Number	Phone Number
Shilier Hali Signature of Property Owner	October 3, 2023 | 2:29:11 PM PDT Date

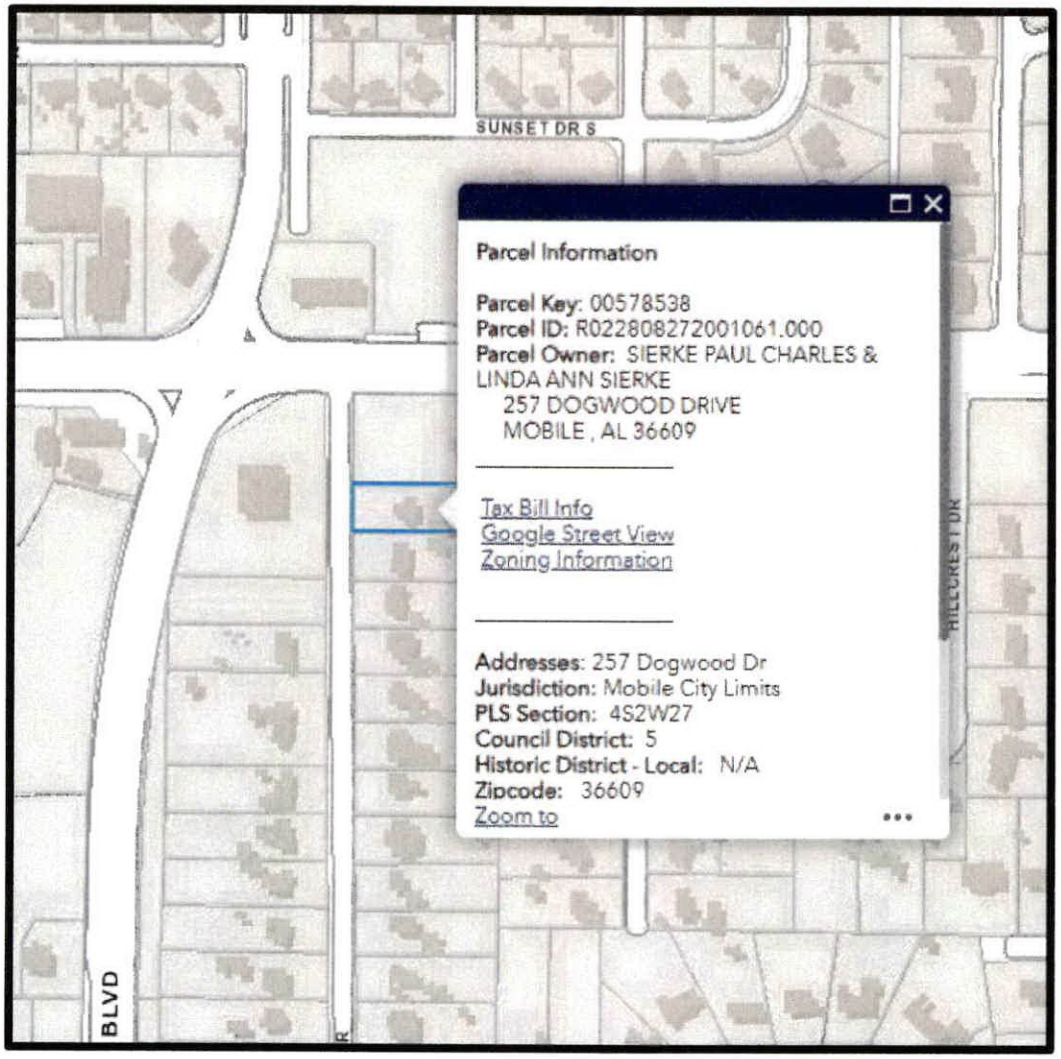
3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

Owner – Paul C. & Linda Ann Sierke 257 Dogwood Drive, Mobile, AL 36609

RECORD LEGAL DESCRIPTION:

That real property situated in the County of Mobile, State of Alabama, described as follows, to-wit:

Lot 2, Government Street Highlands, according to plat thereof recorded in Map Book 4, pages 441-442, of the records in the Office of the Judge of Probate of Mobile County, Alabama.



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OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

257 Dogwood Drive, Mobile, AL 36609

DocuSign Envelope ID: 8299E1F7-E69C-4B71-A216-271D1EBBDE07

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Paul Charles Sierke and Linda Ann Sierke, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 257 Dogwood Drive, Mobile, Alabama 36609.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice 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.

GREGORY B. SAAD Designee (1)	Designee (2)
gregsaad@saad.com Email	Email
251.709.0330 Phone Number	Phone Number
Signature of Property Owner	October 3, 2023 | 8:47:37 AM PDT Date

DocuSign Envelope ID: FD8E8F72-B47D-438B-90BB-3E1114C25F41

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

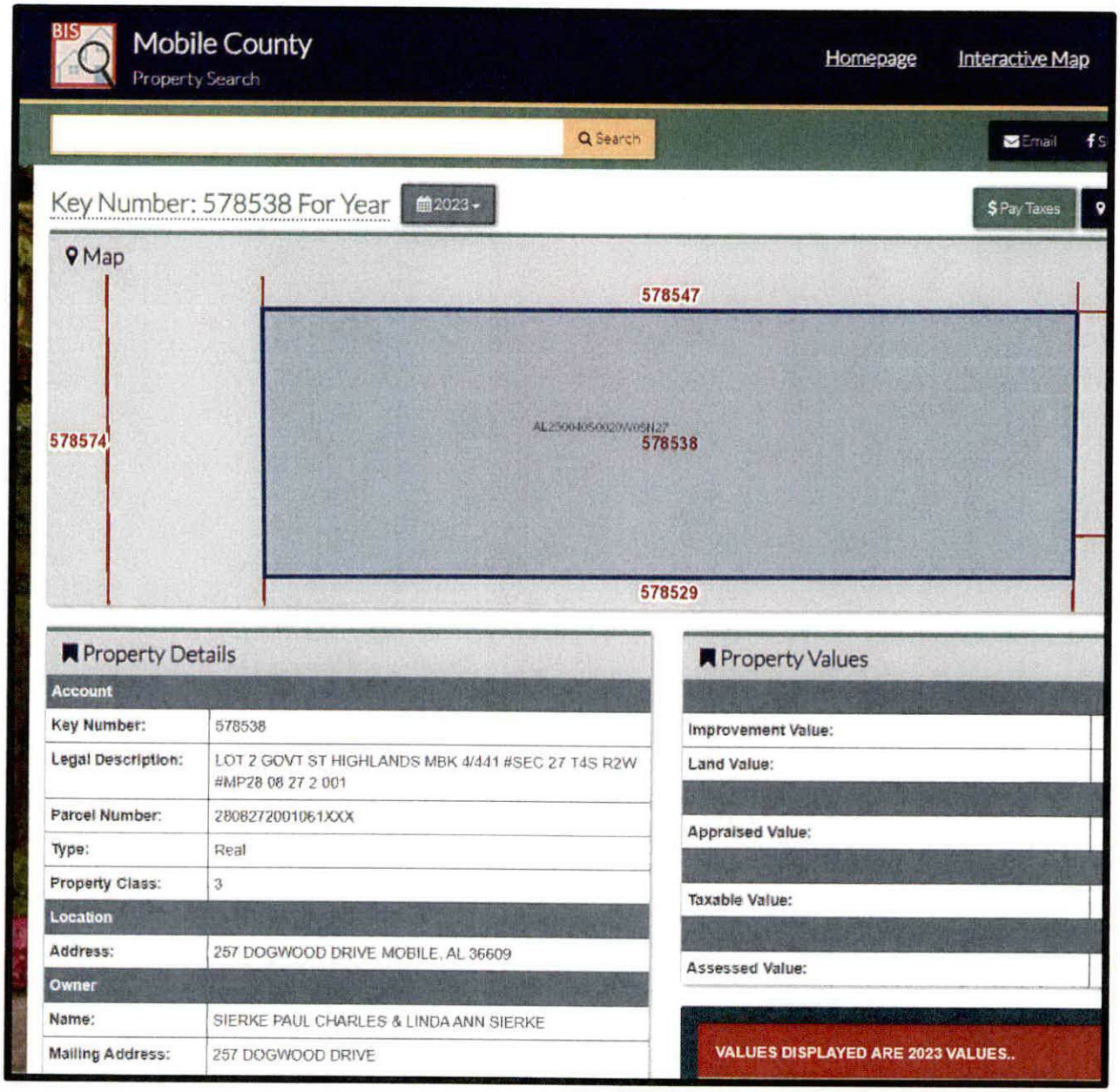
I, Paul Charles Sierke and Linda Ann Sierke, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 257 Dogwood Drive, Mobile, Alabama 36609.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice 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.

GREGORY B. SAAD Designee (1)	Designee (2)
gregsaad@saad.com Email	Email
251.709.0330 Phone Number	Phone Number
Signature of Property Owner	October 3, 2023 | 11:01:15 AM PDT Date

3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

257 Dogwood Drive, Mobile, AL 36609



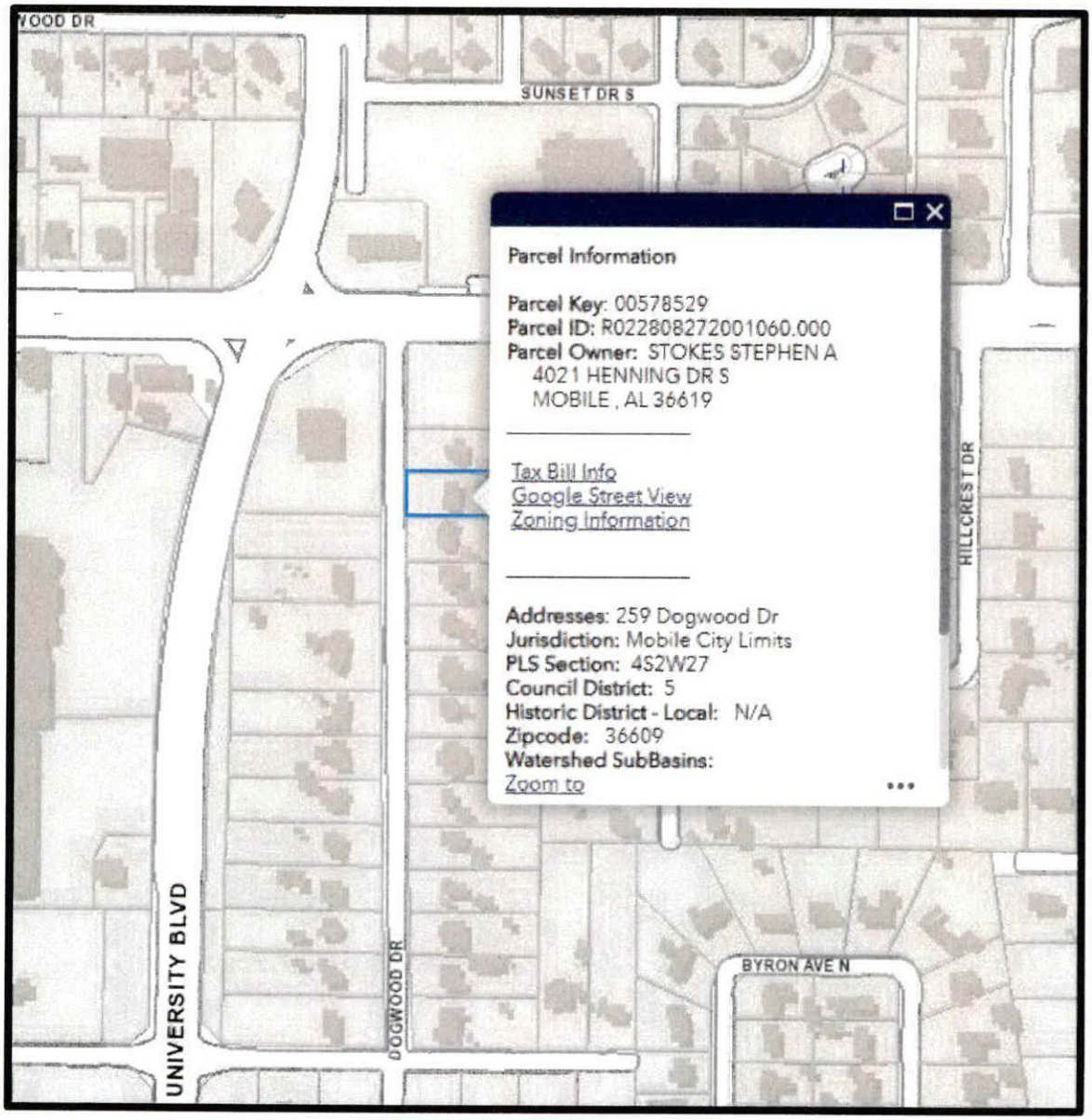
3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

Owner – Stephen A. Stokes 259 Dogwood Drive, Mobile, AL 36609

RECORD LEGAL DESCRIPTION:

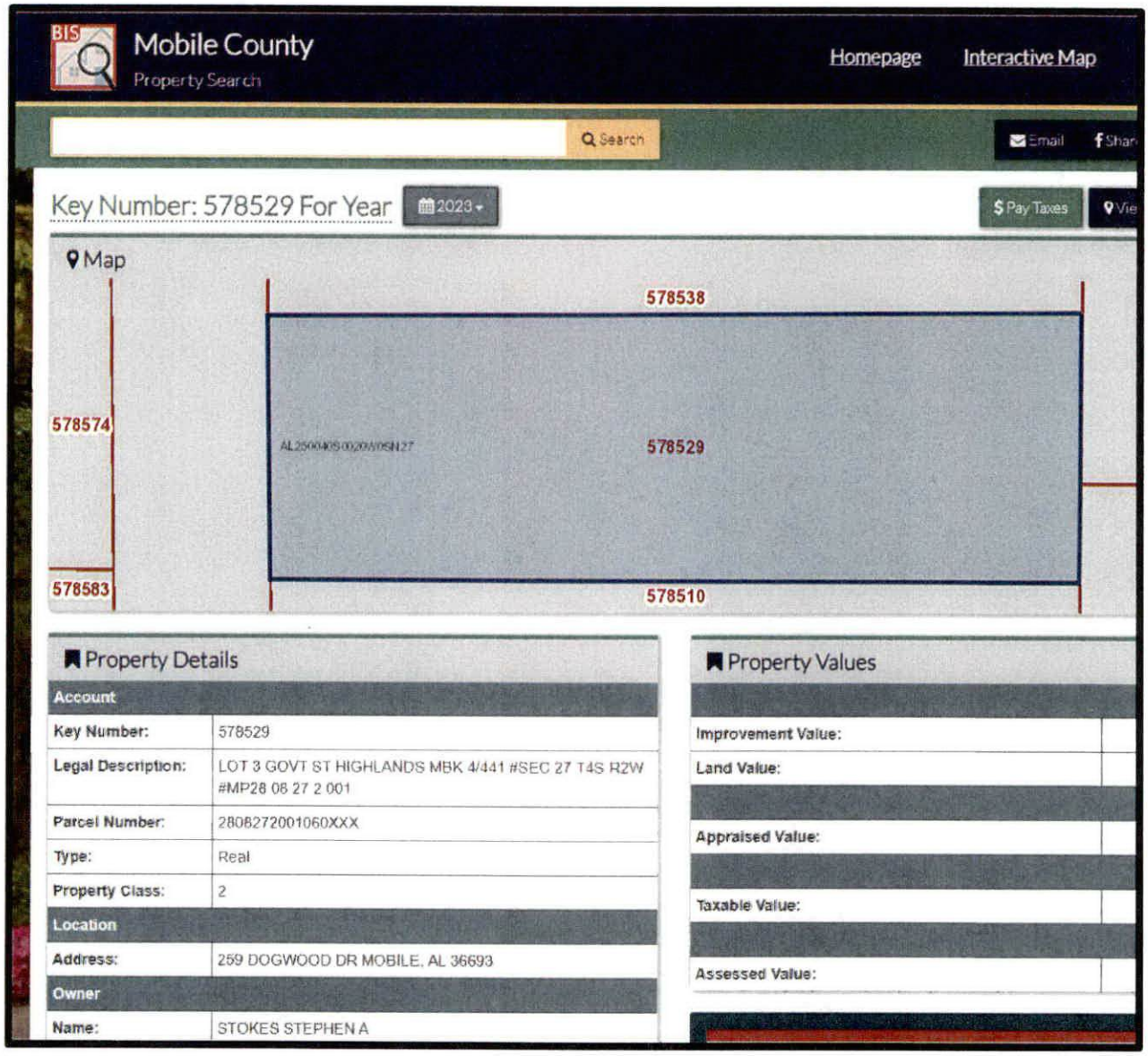
That real property situated in the County of Mobile, State of Alabama, described as follows, to-wit:

Lot 2, Government Street Highlands, according to plat thereof recorded in Map Book 4, pages 441-442, of the records in the Office of the Judge of Probate of Mobile County, Alabama.



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259 Dogwood Drive, Mobile, AL 36609



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OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

259 Dogwood Drive, Mobile, AL 36609

DocuSign Envelope ID: BAE45F88-DE78-4D03-B660-4CA81B9AC553

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Stephen A. Stokes, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 259 Dogwood Drive, Mobile, Alabama 36609.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice 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.

GREGORY B. SAAD Designee (1)	Designee (2)
gregsaad@saad.com Email	Email
251.709.0330 Phone Number	Phone Number
Signature of Property Owner	October 3, 2023 | 8:48:08 AM PDT Date

3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

FIRST NEIGHBORHOOD MEETING – JULY 11, 2023

- Letters to Property Owners.

SAAD REALTY PARTNERS
3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

June 15, 2023

[redacted]
Mobile, Alabama 36609

Re: **Subdivision, Planning Approval and Zoning Change for 255 DOGWOOD DR MOBILE, AL 36609, 257 DOGWOOD DR MOBILE, AL 36609, and 259 DOGWOOD DR MOBILE, AL 36609**

Dear Sir/Madam:

According to the Mobile, Alabama public records, you own parcel number [redacted]. As Required by City of Mobile, AL Unified Development Code Section 64-5-4, a meeting will be held as outlined below. Because your property is located within 300 feet of the subject properties, we are notifying you and encouraging you to attend. If you wish to have a conversation prior to the meeting, please feel free to text the below number and provide a call back number.

Date - Tuesday July 11, 2023
Place - West Regional Library
Address - 5555 Grelot Road, Mobile, AL 36609
Take note the Mobile Public Library is only the venue for the meeting and NOT A sponsor or endorser of this Meeting.
Time - 4:00 - 5:30 pm
Applicant Request the following:

- Subdivision Approval – combining three parcels into one parcel.
- Zoning Change from R-1 to B-1
- Special Exception

MEETING SPONSOR - SAAD DEVELOPMENT CORPORATION
Call or Text 251-709-0330 and provide your call back number.

We look forward to discussing our plans and hearing your thoughts and comments.

Sincerely,

SAAD DEVELOPMENT CORPORATION

Gregory B. Saad
GBS/
Enclosure

BUILD-TO-SUIT DEVELOPERS – INDUSTRIAL AND COMMERCIAL BROKERS
SINCE 1982

3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

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

SEE ATTACHED EXHIBIT A	2.82 ACRES SEE ATTACHED EXHIBIT A
Property Address	Property Area (acres or square feet)
SEE ATTACHED EXHIBIT A	
Parcel Number(s) or Key Number(s)	
Suburban Single Family Residential	R1 Single Family Suburban to B1 Buffer Business Suburban
Present Zoning or Transect District	Proposed Zoning or Transect District (if applicable)

Property Description. The properties are located at the northeast corner of Airport Boulevard and Dogwood Drive, Mobile, Alabama.

Property Addresses, Key Numbers and Parcel ID Numbers

255 Dogwood Drive, Mobile, AL 36609

Parcel Key: 00578547
Parcel ID: R022808272001062.000

257 Dogwood Drive, Mobile, AL 36609

Parcel Key: 00578538
Parcel ID: R022808272001061.000

259 Dogwood Drive, Mobile, AL 36609

Parcel Key: 00578529
Parcel ID: R022808272001060.000

Present Zoning – R-1.

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

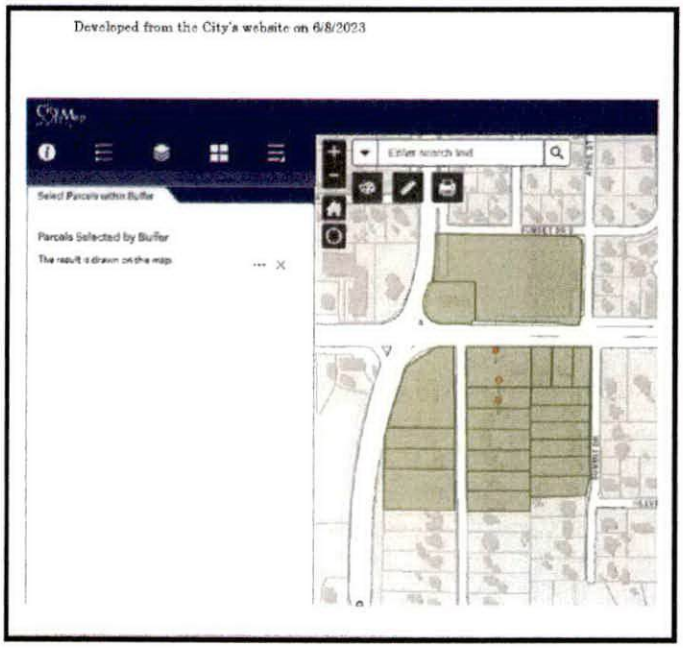
a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ■ Yes ☐ No

3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

FIRST NEIGHBORHOOD MEETING – JULY 11, 2023

- Property owners within 300 feet.



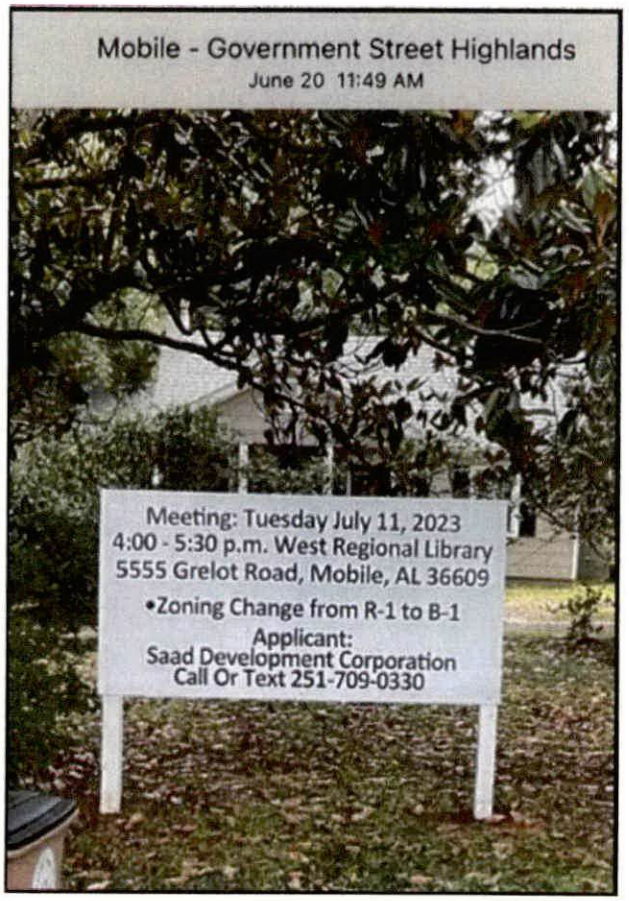
OBJECTID	KEYX	PARCEL	NAME	ADDRESS	SUBDIVISION	MAIL_ADDR1	MAIL_CITY	MAIL_STATE	MAIL_ZIP	Shape_Length	Shape_Area
1	578084	R022808272001015.000	MOBILE 2021 LLC	4601 AIRPORT BLVD		6115 FOXTAIL DR	MOBILE	AL	36693	572.2315841	17198.38835
2	578137	R022808272001021.000	KENT E CHERYLE	272 SUMMIT DR		602 SKYLINE DR W	MOBILE	AL	36609	778.3536081	27810.47691
3	578529	R022808272001060.000	STOKES STEPHEN A	259 DOGWOOD DR		4021 HENNINGS DR S	MOBILE	AL	36619	826.5653701	31612.91337
4	578556	R022808272001063.000	LOCKE JERRY LEE SR C/O JERRY LOCK	4605 AIRPORT BLVD		5290 LEMAN DR W	SATSUMA	AL	36572	608.393443	20222.70869
5	578565	R022808272001064.000	MOBILE 2021 LLC	4605 AIRPORT BLVD		6115 FOXTAIL DR	MOBILE	AL	36693	608.6810413	20264.50208
6	531437	R022805223001075.000	WAW FAMILY TRUST, DATED JANUARY C/O PUBLIX SUPER	4628 AIRPORT BLVD	SUNSET POINT SUBDIVISION	P O BOX 32015	LAKELAND	FL	33802	2272.467875	265869.8231
7	2425753	R022805223001075.002	HILLCREST SOUTH, LLC, AN ALABAMA LLC C/O MURPHY USA	4640 AIRPORT BLVD	SUNSET POINT S/D	PO BOX 7300	EL DORADO	AR	71731	849.4876658	49233.56161
8	578583	R022808272001066.000	DOGWOOD VENTURES LLC	256 DOGWOOD DR	CVS SUBDIVISION	2600 DAUPHIN ST	MOBILE	AL	36606	872.3582423	34099.27245
9	578574	R022808272001065.000	LVSK LLC	4645 AIRPORT BOULEVARD	CVS SUBDIVISION	2600 DAUPHIN ST	MOBILE	AL	36606	1297.914673	100809.6403
10	578093	R022808272001017.000	LANHAM LINDA L	258 SUMMIT DR		258 SUMMIT DR	MOBILE	AL	36609	788.0920515	24558.57781
11	578100	R022808272001018.000	MUNCASTER MARIN D	258 SUMMIT DR		258 SUMMIT DR	MOBILE	AL	36608	740.8490556	23498.15147
12	578119	R022808272001019.000	BLANCHARD EDWIN JOSEPH & CHAN	260 SUMMIT DR		260 SUMMIT DR	MOBILE	AL	36609	751.451439	24890.97604
13	578128	R022808272001020.000	BILDREY JUSTUS PRICE & CAROLE AN	268 SUMMIT DR		268 SUMMIT DR	MOBILE	AL	36609	749.4267821	24456.58636
14	578146	R022808272001022.000	STEWART HEATHER	276 SUMMITT DR		276 SUMMITT DR	MOBILE	AL	36609	757.6708432	27236.62202
15	578486	R022808272001056.01	LUSTERIO KATERINA C/O HALFORD V	277 DOGWOOD DR		277 DOGWOOD DR	MOBILE	AL	36609	822.0443656	31380.69807
16	578495	R022808272001057.000	ROFFLER MITCHELL & MICHELLE ROF	275 DOGWOOD DR		275 DOGWOOD DR	MOBILE	AL	36609	819.4750385	30933.26087
17	578501	R022808272001058.000	SAVIO SARITA DAWN	269 DOGWOOD DR		269 DOGWOOD DR	MOBILE	AL	36609	821.6274069	31291.48407
18	578510	R022808272001059.000	BOWEN MICHAEL C & REBECCA E BO	265 DOGWOOD DR		265 DOGWOOD DR	MOBILE	AL	36609	821.3294071	31091.39347
19	578538	R022808272001061.000	SIERKE PAUL CHARLES & LINDA ANN	257 DOGWOOD DRIVE		257 DOGWOOD DRIVE	MOBILE	AL	36609	831.7735966	31964.43876
20	578547	R022808272001062.000	HAJI SHADMAN & SHILIER	255 DOGWOOD DR	STREET HIGHLAND	255 DOGWOOD DR	MOBILE	AL	36609	1034.444271	63423.33681
21	578618	R022808272001069.000	DOOLITTLE DAVID K & NANCY P	268 DOGWOOD DR		268 DOGWOOD DR	MOBILE	AL	36609	883.7602747	34175.47644
22	578627	R022808272001070.000	QUILL RICHARD O JR & MARY M	276 DOGWOOD DR		276 DOGWOOD DR	MOBILE	AL	36609	1089.925005	69124.04845

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OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

FIRST NEIGHBORHOOD MEETING – JULY 11, 2023

- Dated Photographs of the posted signs, date, and location of the meeting.

1st Neighbor Meeting 7.11.23 - Mail Re: R1 - B1 Zoning And Subdivision for 255, 257, 259 Dogwood Drive, Mobile, AL 36609 **SIGNS INSTALLED**



257 Dogwood Drive, Mobile, AL 36609



259 Dogwood Drive, Mobile, AL 36609

SAAD REALTY PARTNERS

3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

FIRST NEIGHBORHOOD MEETING – JULY 11, 2023

- Dated Photographs of the posted and removed signs, date, and location of the meeting.

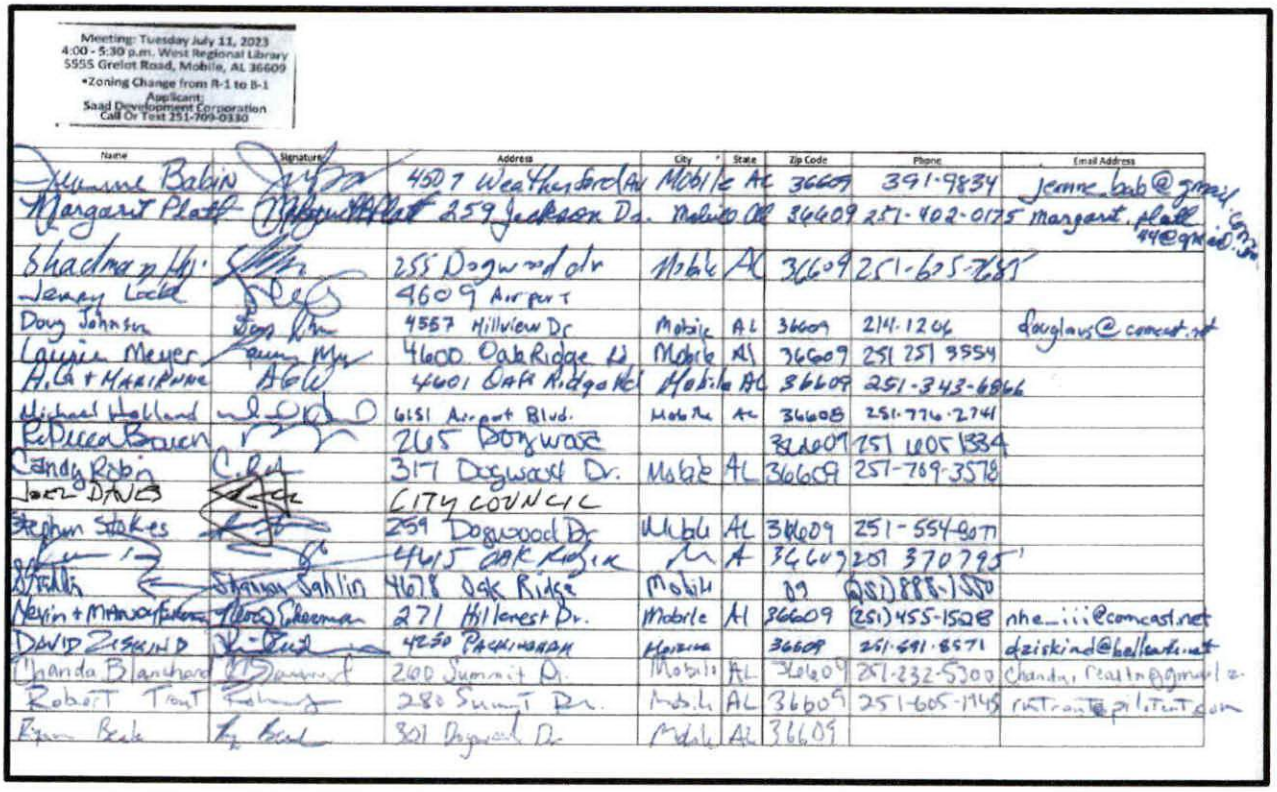




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OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

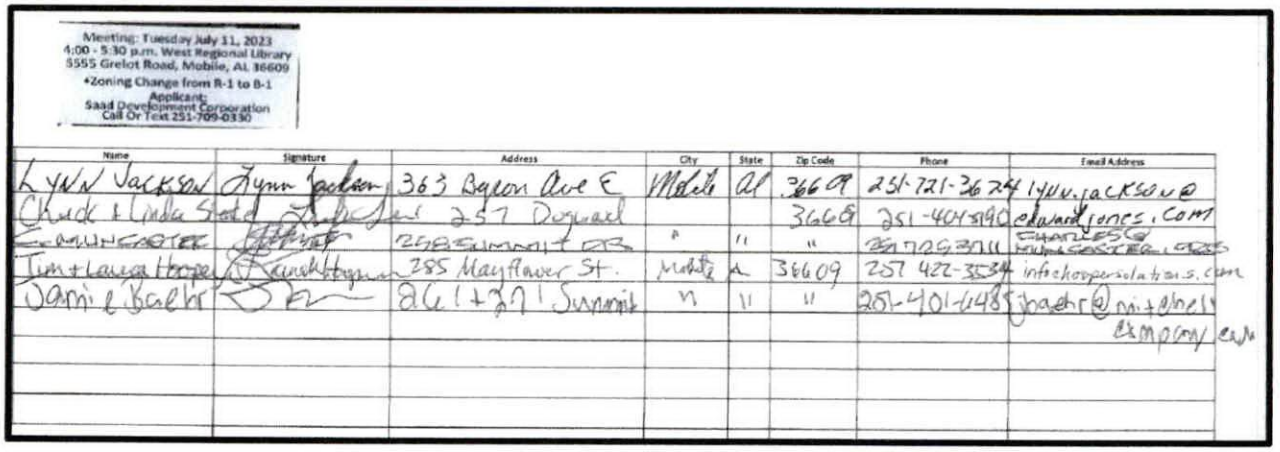
FIRST NEIGHBORHOOD MEETING – JULY 11, 2023

- Sign-in sheets.



Meeting: Tuesday July 11, 2023
4:00 - 5:30 p.m. West Regional Library
5555 Grelot Road, Mobile, AL 36609
•Zoning Change from R-1 to B-1
Applicant:
Saad Development Corporation
Call Or Text 251-709-0330

Name	Signature	Address	City	State	Zip Code	Phone	Email Address
Jeanne Babin		4507 Weatherford Ave	Mobile	AL	36609	391-9834	Jeanne_bab@gmail.com
Margaret Platt		259 Jackson Dr.	Mobile	AL	36609	251-402-0175	margaret.platt44@gmail.com
Shadman Hg.		255 Dogwood dr	Mobile	AL	36609	251-605-7685	
Jenny Cook		4609 Airport					
Doug Johnson		4557 Hillview Dr	Mobile	AL	36609	214-1206	douglaus@comcast.net
Laurie Meyer		4600 Oak Ridge Ln	Mobile	AL	36609	251 251 3554	
H.G + MARIANNE		4601 Oak Ridge Rd	Mobile	AL	36609	251-343-6866	
Michael Holland		6151 Airport Blvd.	Mobile	AL	36608	251-776-2741	
Kathleen Bauer		265 Dogwood			36609	251 605 1334	
Candy Robin		317 Dogwood Dr.	Mobile	AL	36609	251-709-3578	
Jason DANG		CITY COUNCIL					
Stephen Stokes		259 Dogwood Dr	Mobile	AL	36609	251-554-8071	
[illegible]		4615 Oak Ridge	[illegible]	AL	36609	251 370 795	
[illegible]	Shaman Sahlin	4678 Oak Ridge	Mobile		09	(251) 888-1350	
Kevin + Mandy Fuller	Sheerman	271 Hillcrest Dr.	Mobile	AL	36609	(251) 455-1508	nhe...i@comcast.net
DAVID ZISKIND		4250 PACKINGHOUSE	Mobile		36609	251-591-8571	dziskind@bellsouth.net
Chanda Blanchard		260 Summit Dr.	Mobile	AL	36609	251-232-5300	Chanda.realtor@gmail.com
Robert Trent		280 Summit Dr.	Mobile	AL	36609	251-605-1948	rwtrent@bellsouth.net
Ryan Beck		301 Dogwood Dr	Mobile	AL	36609		



Meeting: Tuesday July 11, 2023
4:00 - 5:30 p.m. West Regional Library
5555 Grelot Road, Mobile, AL 36609
•Zoning Change from R-1 to B-1
Applicant:
Saad Development Corporation
Call Or Text 251-709-0330

Name	Signature	Address	City	State	Zip Code	Phone	Email Address
LYNN Jackson		363 Byron Ave E	Mobile	AL	36609	251-721-3624	lynn.jackson@
Chuck + Linda Stokes		257 Dogwood			36609	251-404-5190	edwardjones.com
[illegible]		280 Summit Dr	"	"	"	[illegible]	CHARLES@
Tim + Lauren Hooper		285 Mayflower St.	Mobile	AL	36609	257 422-3534	info@hooperrelations.com
Jamie Boehr		261 + 271 Summit	"	"	"	251-401-6485	jboehr@mitchell employ.com

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1ST NEIGHBHORHOOD MEEETING

SEE ATTACHED EXHIBIT B – JULY 11, 2023

NEIGHBORHOOD MEETING PRESENTATION

SEE BELOW JULY 11, 2023, NEIGHBORHOOD MEETING NOTES

MEETING: TUESDAY JULY 11, 2023

2.82 acres – Northeast corner of

Airport Boulevard & Dogwood Drive, Mobile, AL

Neighborhood Meeting

7.11.2023 4:00pm

The following notes are from the above-described neighborhood meeting. This meeting was held in order to engage in a discussion with the area property owners and to seek their input on the proposed zoning change from R-1 to B-1. The Applicant makes no representation that the following notes are fully accurate but rather reflect the subjects and general discussion of topics raised and presented.

- Mr. Saad welcomed all and requests that all attendees please be sure to sign up for our meeting.
- Mr. Saad introduced himself and provided an opening statement.
- Mr. Saad then distributed and presented EXHIBIT B.
- Following the presentation of EXHIBIT B, Mr. Saad opened the floor to questions and comments.
- Q - Attendee. Will the Saturday workdays be over-flow workdays after bad weather days?
- A - Mr. Saad. Yes, that is possible, but probably limited to days to coincide with long lead item delivery or schedule impacts due to bad weather. However, the exterior working hours will remain daytime only, which are typically 7:00 am to 6:00 pm.
- Q - Attendee of Jackson Heights. Traffic sometimes backs up past Summit, westbound.
- A - Confirmed there has been a traffic study approved to help the traffic lights in sequence.
- Q – Attendee. How long will the process of building the turning lane in the median of Airport take?
- A - Mr. Saad. Hard to forecast as this depends on scheduling, but I would estimate between 30 and 60 days. However, we will have to provide an acceptable plan for the city approval.
- Q – Attendee. Where will construction deliveries come in?
- A - Mr. Saad. All construction workers and deliveries will enter and exit to and from Airport Boulevard only. There will be no construction entrance off Dogwood.
- City Councilman Joel Daves. Process of this project goes as follows: neighborhood meeting, application to planning commission, planning commission meeting, planning commission

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determination, zoning change goes before city council, city council meeting, appeal to circuit court of Mobile.

- Q – Attendee. Why was this site selected?
- A - Mr. Saad. The site search criteria required an Airport Boulevard parcel. The target area is west side of I-65 on Airport extending westward to Bit & Spur Road with a parcel size of 2 to 3 acres. We have conducted this site search for over three years and after examining the very few sites which had potential, this site is the only site which meets the location and property size requirements.

- Q – Attendee. Will this project increase our property values?
- A - Mr. Saad. B – 1 is specifically designed to abut residential and in some cases, be located within residential areas. In the case of our application, the subject property will serve as a buffer between commercial to the west and north, and the residential areas to the east and south. While I cannot disclose the purchase prices for the three parcels, I believe it's safe to say, I'm paying what I believe are commercial prices for the three parcels. Also, not that the tax assessor's valuations are always correct, I believe the tax records show over the past 10 to 15 years, as the area has developed with commercial, your property valuations have also increased, maybe not each year, but overall, the values are up.
- Q – Attendee. How was the height fence determined?
- A - Mr. Saad. Generally, the city requirements call for a six-foot fence, but that is not always required depending on the size of the landscape buffer. I really do not want to install a huge masonry wall because we will be required to remove many large and beautiful trees. I have provided a larger green belt in an effort to provide a buffer and save as many trees as possible.
- Q – Attendee. Will you tell us who your tenants are?
- A – Mr. Saad. No, I'll not disclose without their authorization but all fit within the chart of uses for B-1.
- Q – Attendee. Will there be a retention pond?
- A - Mr. Saad. Yes, we anticipate storm water management plan to include either retention or detention. However, because we are leaving a sizable green space around the site, our impact of storm water will be more management and we cannot and will not develop a site which does not meet city code and requirements.
- Q – Attendee. If everybody agreed on certain restrictions, would you agree?
- A - Mr. Saad. Yes, as long as the restrictions do not hinder the use of the property for future tenants. B-1 Tenants. In fact, I have prepared the list of restrictions which addresses dumpster delivery and pickup, and parking lot cleaning both.
- Q – Attendee. Will this be a walk-in bank?
- A - Mr. Saad. Yes. Our current discussions with a financial institution would include both walk-in business as well as drive-up lanes.

Mr. Saad provided a closing statement and offered to speak with anyone after the meeting or by phone or email. Mr. Saad discussed the prepared traffic study and offered to hold a Zoom meeting with anyone who would like to discuss the traffic study result with the traffic engineers.

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Follow up:

TRAFFIC ENGINEER ZOOM MEETING

Note 1: Mr. Saad did hold a Zoom meeting with the traffic engineers who provided the study. Two residents attended the Zoom meeting. Questions were asked and answered.

Note 2: The above are notes taken at the meeting. The above is not intended to represent the notes representing all that was discussed but rather a sampling of key questions and answers provided.

Note 3: Posted signs were removed as required.

Note 4: The Final Traffic Study is identified as **Exhibit D.**

FIRST NEIGHBORHOOD MEETING

- Copies of any site plans and other documents are attached as **Exhibit B**.

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SECOND NEIGHBORHOOD MEETING – SEPTEMBER 28, 2023

- Letters to Property Owners.

SAAD REALTY PARTNERS
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OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

September 7, 2023

[redacted]
Mobile, Alabama 36609

Re: 2nd Neighborhood Meeting. Zoning Change for 255 DOGWOOD DR MOBILE, AL 36609, 257 DOGWOOD DR MOBILE, AL 36609, and 259 DOGWOOD DR MOBILE, AL 36609

Dear [redacted]

Because of the timing related to the date of the neighborhood meeting and the date of the public hearing, we will need to hold another neighborhood meeting. According to the Mobile, Alabama public records, you own parcel number [redacted]. As Required by City of Mobile, AL Unified Development Code Section 64-5-4, a meeting will be held as outlined below. Because your property is located within 300 feet of the subject properties, we are notifying you and encouraging you to attend. If you wish to have a conversation prior to the meeting, please feel free to text the below number and provide a call back number.

Date – Thursday September 28, 2023
Place - West Regional Library
Address - 5555 Grelot Road, Mobile, AL 36609
Take note the Mobile Public Library is only the venue for the meeting and NOT A sponsor or endorser of this Meeting.
Time - 4:30 – 6:00 pm
Applicant Request the following:

- Zoning Change from R-1 to B-1
- Subdivision Approval – combining three parcels into one parcel.
- Special Exception – Financial Institution

MEETING SPONSOR - SAAD DEVELOPMENT CORPORATION
Call or Text 251-709-0330 and provide your call back number.

We look forward to discussing our plans and hearing your thoughts and comments.

Sincerely,

SAAD DEVELOPMENT CORPORATION

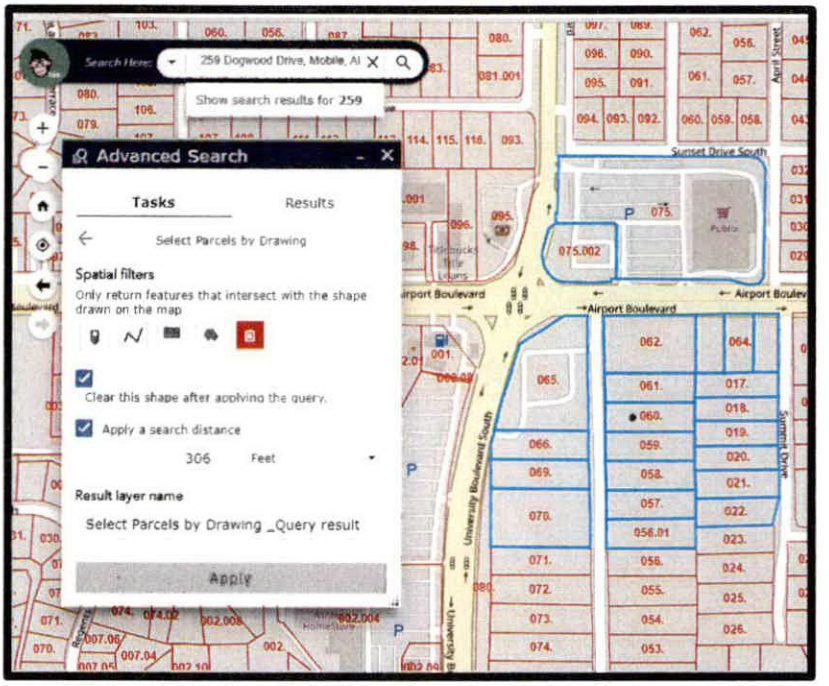
Gregory B. Saad
GBS/
Enclosure

BUILD-TO-SUIT DEVELOPERS – INDUSTRIAL AND COMMERCIAL BROKERS
SINCE 1982

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SECOND NEIGHBORHOOD MEETING – SEPTEMBER 28, 2023

- Property owners within 306 feet.



OBJECTID_12	prop_id_text	Parcel_id	ObjectID_1	ParcelNo	NAME1	NAME2	Address1	CITY	STATE	ZIP
50251	2001016XXX	16	92,223	28 08 27 2 001 016.XXX	MOBILE 2021 LLC		6115 FOXTAIL DR	MOBILE	AL	36693-3550
51047	2001017XXX	17	92,224	28 08 27 2 001 017.XXX	LANHAM LINDA L		256 SUMMIT DR	MOBILE	AL	36609
50252	2001018XXX	18	92,225	28 08 27 2 001 018.XXX	MUNCASTER MARIN D		258 SUMMIT DR	MOBILE	AL	36608
50183	2001019XXX	19	92,226	28 08 27 2 001 019.XXX	BLANCHARD EDWIN JOSEPH & CHANDA BLANCHARD		260 SUMMIT DR	MOBILE	AL	36609
50184	2001020XXX	20	92,227	28 08 27 2 001 020.XXX	BILBREY JUSTUS PRICE & CAROLE ANNE BILBREY		268 SUMMIT DR	MOBILE	AL	36609
50185	2001021XXX	21	92,228	28 08 27 2 001 021.XXX	KENT E CHERYLE		602 SKYLINE DR W	MOBILE	AL	36609-5933
50186	2001022XXX	22	92,229	28 08 27 2 001 022.XXX	STEWART HEATHER		276 SUMMITT DR	MOBILE	AL	36609-2437
51056	200105601X	56.01	92,263	28 08 27 2 001 056.01X	LUSTERIO KATERINA	C/O HALFORD WILLIAM & BRANDI HALFORD	277 DOGWOOD DR	MOBILE	AL	36609-3411
51057	2001057XXX	57	92,265	28 08 27 2 001 057.XXX	ROFFLER MITCHELL & MICHELLE ROFFLER		275 DOGWOOD DR	MOBILE	AL	36609
50261	2001058XXX	58	92,266	28 08 27 2 001 058.XXX	SAVIO SARITA DAWN		269 DOGWOOD DR	MOBILE	AL	36609
50950	2001059XXX	59	92,267	28 08 27 2 001 059.XXX	BOWEN MICHAEL C & REBECCA E BOWEN		265 DOGWOOD DR	MOBILE	AL	36609-3411
51058	2001060XXX	60	92,268	28 08 27 2 001 060.XXX	STOKES STEPHEN A		4021 HENNING DR S	MOBILE	AL	36619-9261
51059	2001061XXX	61	92,269	28 08 27 2 001 061.XXX	SIERKE PAUL CHARLES & LINDA ANN SIERKE		257 DOGWOOD DRIVE	MOBILE	AL	36609-3411
51060	2001062XXX	62	92,270	28 08 27 2 001 062.XXX	HAJI SHAHMAN & SHILIER		255 DOGWOOD DR	MOBILE	AL	36609-3411
51061	2001063XXX	63	92,271	28 08 27 2 001 063.XXX	LOCKE JERRY LEE SR	C/O JERRY LOCKE JR	5290 LEMAN DR W	SATSUMA	AL	36572
50262	2001064XXX	64	92,272	28 08 27 2 001 064.XXX	MOBILE 2021 LLC		6115 FOXTAIL DR	MOBILE	AL	36693-3550
50951	2001065XXX	65	92,273	28 08 27 2 001 065.XXX	LV5K LLC		2600 DAUPHIN ST	MOBILE	AL	36606-4802
50263	2001066XXX	66	92,274	28 08 27 2 001 066.XXX	DOGWOOD VENTURES LLC		2600 DAUPHIN ST	MOBILE	AL	36606
50264	2001069XXX	69	92,275	28 08 27 2 001 069.XXX	DOOLITTLE DAVID K & NANCY P		268 DOGWOOD DR	MOBILE	AL	36609
50952	2001070XXX	70	92,276	28 08 27 2 001 070.XXX	QUILL RICHARD O JR & MARY M		276 DOGWOOD DR	MOBILE	AL	36609-3410
45228	3001075XXX	75	86,303	28 05 22 3 001 075.XXX	LADAS S.L. AS TRUSTEE OF THE WAW FAMILY TRUST, DATED JANUARY	C/O PUBLIX SUPER MARKETS, INC	P O BOX 32018	LAKELAND	FL	33802
185471	3001075002	75.002	86,302	28 05 22 3 001 075.002	HILLCREST SOUTH, LLC, AN ALABAMA LLC	C/O MURPHY USA	PO BOX 7300	EL DORADO	AR	71731

Page 1

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Information below and above associated map is gathered from the Mobile County Revenue Department records.

4. 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).

MOBILE 2021 LLC
6115 FOXTAIL DR
MOBILE, AL 36693-3550

STEWART HEATHER
276 SUMMITT DR
MOBILE, AL 36609-2437

LANHAM LINDA L
256 SUMMIT DR
MOBILE, AL 36609

LUSTERIO KATERINA
C/O HALFORD WILLIAM & BRANDI HALFORD
277 DOGWOOD DR
MOBILE, AL 36609-3411

MUNCASTER MARIN D
258 SUMMIT DR
MOBILE, AL 36608

ROFFLER MITCHELL & MICHELLE ROFFLER
275 DOGWOOD DR
MOBILE, AL 36609

MUNCASTER MARIN D
258 SUMMIT DR
MOBILE, AL 36609

SAVIO SARITA DAWN
269 DOGWOOD DR
MOBILE, AL 36609

BLANCHARD EDWIN JOSEPH
& CHANDA BLANCHARD
260 SUMMIT DR
MOBILE, AL 36609

BOWEN MICHAEL C
& REBECCA E BOWEN
265 DOGWOOD DR
MOBILE, AL 36609-3411

BILBREY JUSTUS PRICE & CAROLE ANNE
BILBREY
268 SUMMIT DR
MOBILE, AL 36609

STOKES STEPHEN A
4021 HENNING DR S
MOBILE, AL 36619-9261

KENT E CHERYLE
602 SKYLINE DR W
MOBILE, 36609-5933

SIERKE, PAUL CHARLES &
LINDA ANN SIERKE
257 DOGWOOD DRIVE
MOBILE, AL 36609-3411

LOCKE JERRY LEE SR
C/O JERRY LOCKE JR
5290 LEMAN DR W
SATSUMA, AL 36572

HAJI SHADMAN & SHILIER
255 DOGWOOD DR
MOBILE, AL 36609-3411

LADAS S.L. AS TRUSTEE OF THE WAW FAMILY
TRUST, DATED JANUARY
C/O PUBLIX SUPER MARKETS, INC
P O BOX 32018
LAKELAND, FL 33802

LV5K LLC
2600 DAUPHIN ST
MOBILE, AL 36606-4802

HILLCREST SOUTH, LLC, AN ALABAMA LLC
C/O MURPHY USA
PO BOX 7300
EL Dorado, AR 71731

MOBILE 2021 LLC
6115 FOXTAIL DR
MOBILE, AL 36693-3550

QUILL RICHARD O JR & MARY M
276 DOGWOOD DR
MOBILE, AL 36609-3410

DOGWOOD VENTURES LLC
2600 DAUPHIN ST
MOBILE, AL 36606

DOOLITTLE DAVID K & NANCY P
268 DOGWOOD DR
MOBILE, AL 36609

GREGORY B. SAAD, APPLICANT
SAAD DEVELOPMENT CORPORATION
3601 SPRING HILL BUSINESS PARK, SUITE 200
MOBILE, AL 36608

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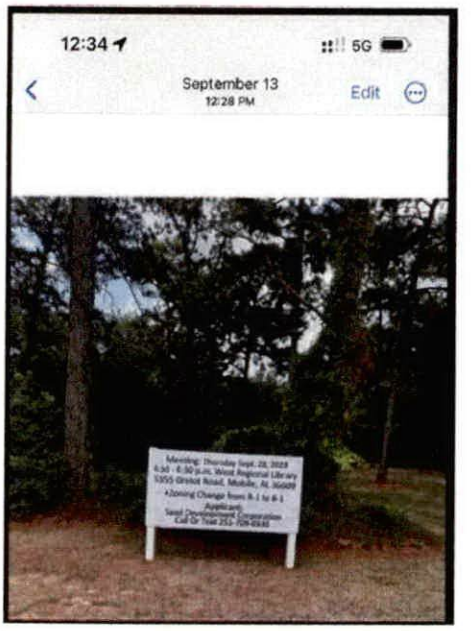
SECOND NEIGHBORHOOD MEETING – SEPTEMBER 28, 2023

- Dated Photographs of the posted and removed signs, date, and location of the meeting.

2nd Neighbor Meeting 9.28.23 - Mail Re: R1 - B1 Zoning And Subdivision for 255, 257, 259 Dogwood Drive, Mobile, AL 36609 **SIGNS INSTALLED**



255 Dogwood Drive, Mobile, AL 36609
AIRPORT BOULEVARD FRONT



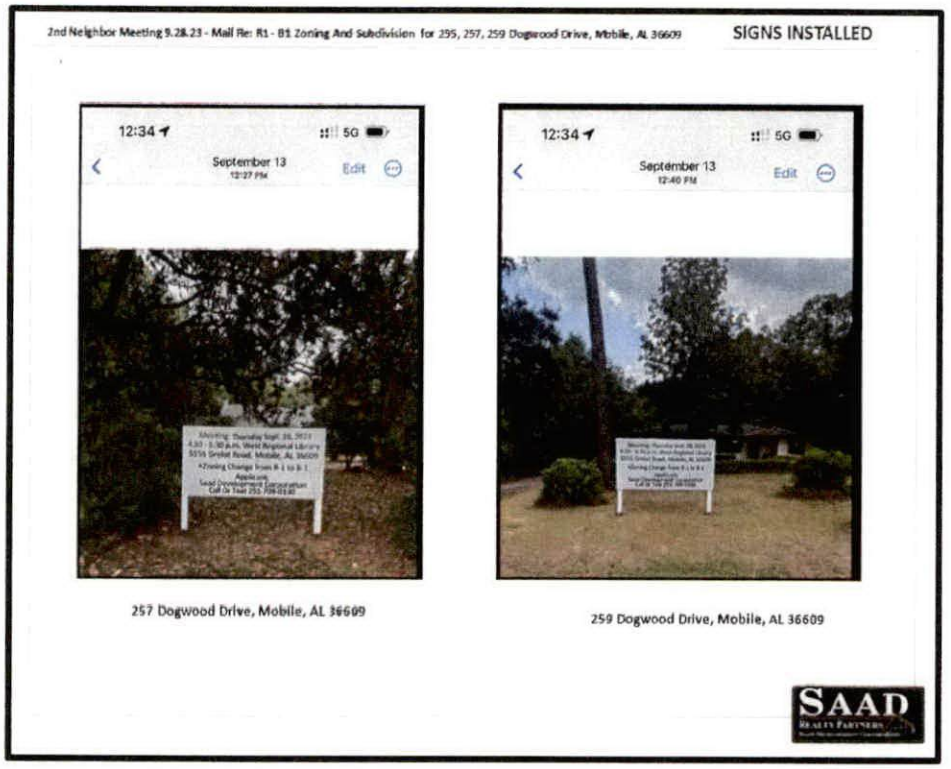
255 Dogwood Drive, Mobile, AL 36609
DOGWOOD DRIVE FRONT

SAAD REALTY PARTNERS

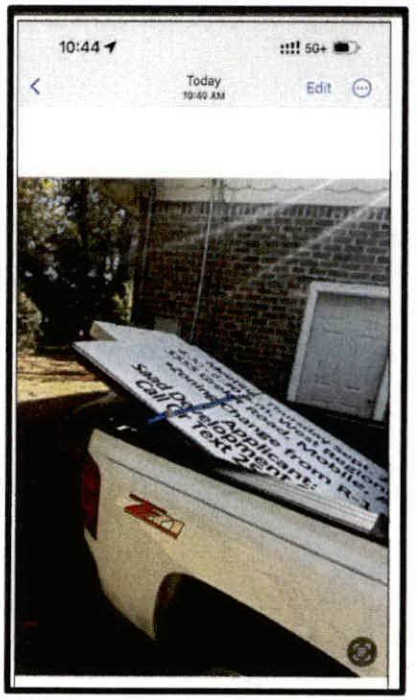
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SECOND NEIGHBORHOOD MEETING – SEPTEMBER 28, 2023

- Dated Photographs of the posted and removed signs, date, and location of the meeting.



Signs Removed October 3, 2023



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SECOND NEIGHBORHOOD MEETING – SEPTEMBE 28, 2023

- Sign-in sheets. Page 1 of 4

Re: 2nd Neighborhood Meeting. Zoning Change for 255 DOGWOOD DR MOBILE, AL 36609, 257 DOGWOOD DR MOBILE, AL 36609, and 259 DOGWOOD DR MOBILE, AL 36609

Date - Thursday September 28, 2023
Time - West Regional Library
Address - 5555 Grelot Road, Mobile, AL 36609
Take note the Mobile Public Library is only the venue for the meeting and NOT A sponsor or endorser of this Meeting

Time - 4:00 - 6:00 pm
Applicants Request the following:
- Zoning Change from R-1 to B-1
- Subdivision Approval - combining three parcels into one parcel.
- Special Exception - Financial Institution

MEETING SPONSOR - SAAD DEVELOPMENT CORPORATION
Call or Text 251.709-0330 and provide your call back number.

Name (Print)	DAVID ZISKIND
Signature	
Address	4210 PACHINGHAM
City, State, Zip Code	36609
Phone	251.591.8571
Email Address	
Name (Print)	CHARLES R. MUNCASTER
Signature	
Address	208 SUMMIT DRIVE
City, State, Zip Code	MOBILE
Phone	251 725 3711
Email Address	CHARLES@MUNCASTER.ORG
Name (Print)	Xiaozhen
Signature	
Address	460E Airport Blvd
City, State, Zip Code	
Phone	228-243-8836
Email Address	Xiaozheng83@gmail.com
Name (Print)	Cathy O'Keefe
Signature	Cathy O'Keefe
Address	5713 Vendome Dr. So
City, State, Zip Code	Mobile, AL 36609
Phone	251-622-5975
Email Address	cathyokeefe.usa@gmail.com
Name (Print)	[illegible]
Signature	
Address	
City, State, Zip Code	Mobile, AL.
Phone	
Email Address	
Name (Print)	Alan Wilson Hayes
Signature	
Address	4658 Fireside Way
City, State, Zip Code	Mobile, Ala. 36609
Phone	
Email Address	

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SECOND NEIGHBORHOOD MEETING – SEPTEMBE 28, 2023

- Sign-in sheets. Page 2 of 4

Re: 2nd Neighborhood Meeting Zoning Change for 255 DOGWOOD DR MOBILE, AL 36609, 257 DOGWOOD DR MOBILE, AL 36609, and 259 DOGWOOD DR MOBILE, AL 36609

Date - Thursday September 28, 2023
Place - West Regional Library
Address - 5855 Grelot Road, Mobile, AL 36609
Take note the Mobile Public Library is only the venue for the meeting and NOT A sponsor or endorser of this Meeting.

Time - 4:30 - 6:00 pm
Applicant Request the following:
- Zoning Change from B-1 to B-1
- Subdivision Approval - combining three parcels into one parcel.
- Special Exception - Financial Institution

MEETING SPONSOR - SAAD DEVELOPMENT CORPORATION
Call or Text 251-709-0330 and provide your call back number

SAAD REALTY PARTNERS

Name (Print)	Laurie Meyer
Signature	Laurie Meyer
Address	4609 Oakridge Road
City, State, Zip Code	Mobile AL 36609
Phone	251-751 3554
Email Address	mrsld29@bellsouth.net
Name (Print)	A. G. Wacker
Signature	A. G. Wacker
Address	4601 Park Ridge Rd
City, State, Zip Code	Mobile, AL
Phone	251.343-6866
Email Address	
Name (Print)	Jack + Janine Brunet
Signature	Janine Brunet
Address	5912 Couton DR
City, State, Zip Code	Mobile AL 36693
Phone	251-341-0751
Email Address	jbrunet5878@comcast.net
Name (Print)	FREDERIC E. TACON JR
Signature	Frederic E. Tacon
Address	
City, State, Zip Code	
Phone	
Email Address	
Name (Print)	Ethel & Clement Pope
Signature	Ethel Pope
Address	425 Dogwood Dr.
City, State, Zip Code	Mobile AL 36609
Phone	(251) 422-1465
Email Address	bigreen2@yahoo.com
Name (Print)	Linda + Chuck Sierke
Signature	Linda Sierke
Address	257 Dogwood Dr
City, State, Zip Code	Mobile AL 36609
Phone	251 725-1769
Email Address	lsierke47@gmail.com

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SECOND NEIGHBORHOOD MEETING – SEPTEMBE 28, 2023

- Sign-in sheets. Page 3 of 4

Re: 2nd Neighborhood Meeting. Zoning Change for 255 DOGWOOD DR MOBILE, AL 36609, 257 DOGWOOD DR MOBILE, AL 36609, and 259 DOGWOOD DR MOBILE, AL 36609

Date - Thursday September 28, 2023
Place - West Regional Library
Address - 5555 Grelot Road, Mobile, AL 36693
Take note the Mobile Public Library is only the venue for the meeting and NOT A sponsor or endorser of this Meeting.

Time - 6:30 - 6:00 pm
Applicant Request the following:
- Zoning Change from R-1 to B-1
- Subdivision Approval – combining three parcels into one parcel
- Special Exception - Financial Institution

MEETING SPONSOR - SAAD DEVELOPMENT CORPORATION
Call or Text 251-709-0330 and provide your call back number

SAAD REALTY PARTNERS

Name (Print)	Shadman Hajj
Signature	
Address	255 Dogwood dr
City, State, Zip Code	Mobile AL 3660 9
Phone	
Email Address	
Name (Print)	
Signature	
Address	5 4615 Dole Ag Rd
City, State, Zip Code	Mobile AL 3660
Phone	
Email Address	
Name (Print)	
Signature	
Address	
City, State, Zip Code	
Phone	
Email Address	
Name (Print)	
Signature	
Address	
City, State, Zip Code	
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Name (Print)	
Signature	
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City, State, Zip Code	
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Email Address	

3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
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SECOND NEIGHBORHOOD MEETING – SEPTEMBE 28, 2023

- Sign-in sheets. Page 4 of 4

Re: 2nd Neighborhood Meeting. Zoning Change for 255 DOGWOOD DR MOBILE, AL 36609, 257 DOGWOOD DR MOBILE, AL 36609, and 259 DOGWOOD DR MOBILE, AL 36609

Date - Thursday September 28, 2023
Place - West Regional Library
Address - 5555 Grelot Road, Mobile, AL 36609
Take note the Mobile Public Library is only the venue for the meeting and NOT A sponsor or endorser of this Meeting.

Time - 4:30 – 6:00 pm.
Applicant Request the following.
- Zoning Change from R-1 to B-1
- Subdivision Approval – combining three parcels into one parcel.
- Special Exception – Financial Institution

MEETING SPONSOR - SAAD DEVELOPMENT CORPORATION
Call or Text 251-709-0330 and provide your cell book number.

Name (Print)	Candy Robin
Signature	
Address	317 Dogwood Dr.
City, State, Zip Code	Mobile AL 36609
Phone	
Email Address	spaztikrobin@comcast.net
Name (Print)	ATEF FARAGALLA
Signature	
Address	6300 Grelot Rd
City, State, Zip Code	
Phone	
Email Address	
Name (Print)	Ashleigh Ricks
Signature	
Address	6300 Grelot Rd
City, State, Zip Code	Mobile, AL 36609
Phone	251-202-4512
Email Address	
Name (Print)	
Signature	
Address	
City, State, Zip Code	
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City, State, Zip Code	
Phone	
Email Address	

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2nd NEIGHBHORHOOD MEEETING

SEE ATTACHED EXHIBIT C – SEPTEMBER 28, 2023

NEIGHBORHOOD MEETING PRESENTATION

SEE BELOW SEPTEMBER 28, 2023, NEIGHBORHOOD MEETING NOTES

The following notes are from the above-described neighborhood meeting. This meeting was held in order to engage in a discussion with the area property owners and to seek their input on the proposed zoning change from R-1 to B-1. The Applicant makes no representation that the following notes are fully accurate but rather reflect the subjects and general discussion of topics raised and presented.

- Meeting was scheduled and held at the West Regional Mobile Public Library. See photographs of signs and letters.
- Mr. Saad greeted several members of the community before the meeting started and offered introductions.
- Mr. Saad announced that he wants to give others a few minutes to arrive so we may get started a few minutes after 4:30 pm.
- Mr. Saad then introduced himself to the attendees and started with the presentation of the preliminary site plan.
- Cathy O'Keefe raised her hand and was called on. Mrs. O'Keefe told the attendees some of her background and described herself as an activist with interest in Mobile's plans. Mrs. O'Keefe talked about the importance of being engaged in order to prevent issues from "slipping through". Mrs. O'Keefe reminded the attendees they can take notes and submit to the city.
- Mr. Saad said we were keeping up with the notes, but feel free to also take notes.
- Another attendee was acknowledged, and he stated there were many other locations this project to go to. Mr. Saad disagreed and stated the Property met the site criteria.
- Mrs. O'Keefe raised the issue of the CVS case and sited the judge.
- Mr. Saad asked how many in attendance had read the Judge's ruling. Only Mr. Saad and Mr. Charles Muncaster raised their hands.
- Mr. Saad expressed the Judge's ruling was thorough and thoughtful.
- Mrs. O'Keefe stated she had been involved for over 35 years and drainage (stormwater management) is a critical issue and needs to be explored.
- Mr. Saad agreed with Mrs. O'Keefe and assured the attendees the project would be designed so that storm water regs will be addressed completely. He also explained that the city regulations require that the design for storm water provide assurances the water will not run off the site any faster or in amounts after the project is developed than is the case before the project is developed. He went on to say the new code of Mobile may impose additional requirement on this project and he would comply.
- Mr. Saad suggested he and Mrs. O'Keefe hold a call with the city engineering department to discuss the city storm water infrastructure. Mrs. O'Keefe agreed.
- Mr. Saad also suggested the neighbors engage a consulting engineer who can review our stormwater management plans for compliance following the fully developed plans.
- Another attendee was recognized. He asked what is the purpose of this meeting? What are we here to do?

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- Mr. Saad explained the gathering of neighbors is to seek your thoughts, ideas and have a discussion about the request for zoning.
- Meeting Purpose. The gentleman asked if we were here to vote?
- Mr. Saad explained that there are no votes in this meeting. However, if you want to attend the Planning Commission meeting and express your thoughts, then please feel free to do so.
- User Disclosure. Another attendee asked if Mr. Saad would disclose his tenants. Mr. Saad explained that he was not in a position, nor was it prudent to disclose tenants. Mr. Saad said to think of the tenants in terms of those uses allowed in B-1. The city has a chart of uses in the ordinances and any of those listed are possible tenants. Mr. Saad went on to explain that each zoning category is a restriction to just those uses allowed in the chart of uses.
- Financial Institution. Another gentleman raised the issue referring to "the Bank". Mr. Saad reminded him and all that the chart of uses refers to a "Financial Institution", which could be a bank, or credit union, or brokerage firm.
- Special Exception. Mr. Saad was asked why a Special Exception was needed for a financial institution or bank. Mr. Saad stated that financial institutions are allowed in B-1 with the Board of Adjustments approving a Special Exception which appears to be related to drive-through lanes. When asked why the drive-through requires Special Exception, Mr. Saad explained that perhaps to make sure the drive-through lanes are not on the side of abutting residential properties, which is exactly how we have designed the preliminary site plan.
- Signs. There was a discussion regarding signage. Mr. Saad immediately made the commitment to using Monument signage.
- Note: After the meeting, Mr. Saad and a few of the property owners were discussing a few issues and the monument sign was raised. One of the neighbors talked about the "neighborhood sign" that was once located at the corner of Airport Boulevard and Dogwood Drive. Mr. Saad committed to seeking a design which will also allow for the neighborhood name to be incorporated into the monument sign. See Self Imposed Restrictions document included in the application.
- Self-Imposed Restrictions. Mr. Saad reminded all that he is prepared to impose restrictions on the following:
  1. Trash dumpster pickups will be limited to between 7:00 am and 6:00 pm.
  2. Lawn care machinery will be limited to between 7:00 am and 6:00 pm.
  3. Monument signage will be used.
- Question was asked if there would be a detention pond. Mr. Saad said he felt certain there will be an area in the front bordering Airport Boulevard where there will likely be a holding pond, but there also may be underground storm water system.
- Stormwater Pond. Question was asked who would maintain the pond. Mr. Saad stated the city has requirements for storm water ponds on private property must be maintained by the owner of the property.
- Traffic. Traffic was raised and asked what the impact of the project on Airport Boulevard would be. Mr. Saad explained he has commissioned a professional engineering company, Skipper Consulting Engineers, to develop a traffic study with the two assumptions of uses being (1) a financial institution and (2) professional offices. The results of the traffic study can be made available to anyone who would request a copy. The traffic study conclusions are the reason the project is not seeking a curb cut on Dogwood Drive like CVS provided the city grants the west bound left turn lane as depicted on the preliminary site plan.
- Traffic. Attendee ask to point to the proposed east bound right turning lane. Using the overhead screen, Mr. Saad pointed to the preliminary site plan and demonstrated the east

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bound right turning lane is to direct eastward inbound traffic out of the way of other east bound traffic and is pretty common engineering design for safety purposes.

- Mr. Muncaster pointed out that the proposed east bound right turning lane into the Property is longer than Publix turning lanes.
- Lighting. The topic of lighting was raised. Mr. Saad told the attendees he had not yet fully designed the site lighting, but that he will make sure there will be no light pollution. He explained lighting is a challenge because we want both a secure and well-lit site, but also, we want the lighting to be as low as possible. Likely will be a combination of walkway lighting and traditional (LED) directional lighting, but in both cases, designed to avoid directly in the direction of residential.
- Fencing. Mr. Saad directed attention to the preliminary site plan and pointed to the depiction of the location for a fence. Mr. Saad explained why he did not want to install a masonry wall which will require a wide footing and thereby destroying many of the trees he is attempting to save. As an alternative, Mr. Saad presented a sample of a sound fencing which could serve to meet the 6-foot fence requirements and help with sound reflection. In addition, Mr. Saad made the point that with the use of this type of fencing, we may be in better position to possibly meander around trees that otherwise could not be saved.
- Landscaping. Mr. Saad presented the preliminary site plan and explained how the plan is designed with the intention of saving as many of the existing trees as possible. He explained that some of the trees will need to be removed because of safety reasons. For example, the large pines are so mature they are leaning. Should they fall, there is a good chance they could fall on the public trees and right of ways. Then other trees are near their life cycle, and we'll replace those with newer trees. Mr. Saad explained the tree noted at the corner of Airport Boulevard and Dogwood Drive, highlighted in yellow, is an oak tree which is severely damaged. This tree is likely going to have to be removed. Mr. Saad pointed out the requirements for minimum green space for Buffer Business B-1 zoned properties is 15%. He went on to explain the preliminary site plan offers between 36% and 40% of green space.
- Parking. Mr. Saad discussed the new codes with the attendees and explained how Mobile encourages the bulk of the parking to be in the rear of the property which is how the preliminary site plan is designed. With the large amount of green space, the number of parking spaces is considerably reduced, but adequate and meets code requirements. When asked how many parking spaces, Mr. Saad stated about 106, but this could go up some or down. Mr. Saad also discussed his plans for at least 2 electric vehicle charging stations.
- Attendee express concerns about commercial extending further east on Airport Boulevard. Mr. Saad explained that deed restrictions, if active, take priority over zoning regulations. Therefore, the property to the east of the subject properties cannot be used for commercial if the deed restrictions limit the use to just single family residential. So, it is actually up to the owners to open that door. If the deed restrictions had not been terminated in 2017, the subject properties would not be candidate properties for B-1 or any commercial application.
- Mr. Saad thanked everyone for attending and offered to make himself available via phone or in person.

SECOND NEIGHBORHOOD MEETING – SEPTEMBER 28, 2023

- Copies of any site plans and other documents are attached as **Exhibit C**.

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CHECKLIST B

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   SEE ATTACHED EXHBIT A - CHECKLIST B

We have reviewed and studied the Comprehensive Plan and we applaud the many individuals, both within the city government and the individuals who participated and contributed with this guiding document. The Comprehensive Plan reflects leadership, care, optimism, and pride of community. Pride for our great city, Mobile.

It was and remains our goal to work through the Comprehensive Plan and use this essential document as a guide for our planning process for the subject properties. While it is impossible to incorporate all of the many recommendations for one single business application, we believe we can demonstrate our plans has made several important connections between our desired use of the subject properties and several critical characteristics recommended by the Comprehensive Plan. Please allow me to offer the following:

APPENDIX F: GLOSSARY OF TERMS – APPENDIX | 94 | MAP OF MOBILE

"INFILL – NEW DEVELOPMENT ON VACANT OR UNDERUTILIZED PARCELS WITHIN AREAS THAT ARE OTHERWISE DEVELOPED..."

1. The Property is 2.82 acres and is clearly underutilized.
2. The project does not require the addition of any new infrastructure.
3. The project will not contribute toward Sprawl.
4. We believe this is a prudent application of the Comprehensive Plan recommendation for revitalization using Infill built environment.

   "BUILT-ENVIRONMENT – THE BUILT ENVIRONMENT CONSISTS OF THE HUMAN-MADE SPACES IN WHICH CITIZENS LIVE, WORK AND PLAY ON A DAY-TO-DAY BASIS. IT ENCOUMPASSES PUBLIC AND PRIVATE BUILDING, PARKS, TRANSPORTATION SYSTEMS, STREETS, SIDEWALKS, ETC."
   "The City envisions a future where new growth and development reinvents in the existing built environment..."
5. The project would comply with the policy of ***"Supporting targeted economic development plans for commercial areas ripe for revitalization, such as major commercial corridors."***

NEED FOR A COMPRESHENSIVE PLAN NOW. CHAPTER 1 INTRODUCTION | 5

1. "EVERYONE WANTS MOBILE TO SUCCED, LEAD AND ***GROW...***
2. We appreciate the fact that the Comprehensive Plan provides the citizens with a voice, and we believe we have been transparent with providing information and fielding question. We have held three meetings with the neighbors, two official meetings and one Zoom meeting with our traffic engineer. The Zoom meeting was offered as a way neighbors could ask questions directly to Skipper Consulting Engineers. Three neighbors participated and the Zoom meeting lasted

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about one hour. In addition, we reached out to all abutting property owners requesting individual meetings so that they would have direct input. We held two individual meetings and believe we garnered solid information which helped us:

- Expand our landscape buffer from 10 feet to 20 feet and in one area, the buffer is near 40 feet. See Preliminary Site Plan.
- Introduce more appropriate fencing which will protect many trees from critical root destruction.
- Understand the need to limit our dumpster and lawncare hours so that we avoid night-time noise.

3. LAND-USE REGULATION REFORM. 70 | MAP FOR MOBILE
Our plan for the site is designed to address the following goal as stated in this section.
"...Form-based codes regulate the form development takes, requiring buildings to be placed in certain locations, parking to be hidden, landscaping to be significant."

The enclosed preliminary site plan demonstrates clear characteristics of the above as follows:

- The building is situated near the front of the property which places it considerable distance away from the residential properties.
- We have included limited parking in the front with the vast majority parking will be in the behind the building and far less visible from Airport Boulevard.
- While the requirement for green space is defined as 15%, our estimated landscape coverage is between 36% and 40%, thus achieving the desired ***"landscaping to be significant".***

POLICIES. CHAPTER 3 PLANNING THE JOURNEY

Note: Property Values will be enhanced. Live near their workplace. Records indicate property values have continued to increase as commercial development in the area has grown.

APPLICATION IS A FIT. The application is a textbook fit with Mobile zoning ordinance.

1. Buffer Business – B-1. This is designed to abut residential and buffer the residential from commercial.
2. The property is on the main corridor of the city.
3. The project will prevent further decaying of vacant property which does not promote the general welfare of the community.

2. **Was there a mistake or error in the original zoning map? ☐ Yes ■ No**
If yes, describe the error
SEE ATTACHED EXHBIT A - CHECKLIST B

We do not believe we could site a mistake in the Comprehensive Plan, however, the Comprehensive Plan as stated therein is a "guide" and is subject to change as conditions change, which clearly is the case in and around Airport Boulevard and University Boulevard. A few of the changes include but are not limited to:

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1. The introduction of University Boulevard through Government Street Highlands.
2. The development of all four corners of University Boulevard and Airport Boulevard.
3. MAP FOR MOBILE | 112 LOW DENSITY RESIDENTIAL (LDR) ***provides "...as well as complementary retail..."*** We suggest as the text provides retail as part of LDR, which is a higher zoning classification than this application seeks, and the City ordinance provides Buffer Business B-1 is allowed to "abut" residential, this application conforms to the appropriate use of the Property.

3. Describe how this proposal promotes the community's health, safety, and welfare.
SEE ATTACHED EXHBIT A - CHECKLIST B.

As we have stated above, our primary objective was to establish that the proposed use of the Property did not adversely affect the community's health, safety, and general welfare.

Through our community outreach and dialogue, we have incorporated design characteristics which we believe do in fact contribute to the community's health, safety, and general welfare. Here are a few examples for consideration:

1. The project will be designed to provide low utilization of the site for predominantly daytime employment. Introducing jobs and economic opportunities is an essential part of community health.
2. The project will include a comprehensive security system together with video recording and notification capability which will positively contribute to any need for first responders.
3. The project will provide full sidewalks on both Airport Boulevard and Dogwood Drive which contributes toward connectivity and health enhancement exercise.
4. The project will include at least 2 Vehicle Charging stations which positively contributes toward environmental sustainability. The encouragement of electric vehicles, which may appear to be a small contribution, does contribute toward the reduction of noise as well as emission and thereby positively supports a healthier community.
5. The above are sound examples of the collective positive contribution toward the general welfare of the community.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
SEE ATTACHED EXHBIT A - CHECKLIST B

There are a number of changes to the surrounding area that are clear and indisputable reasons for granting the request for Buffer Business B-1.

1. The Property is located on Airport Boulevard and part of Government Street Highlands subdivision. The first and clear change is when Government Street Highlands was developed,

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ZONING DISTRICT CORRESPONDENCE MATRIX

The correspondence between

MAP FOR MOBILE
FRAMEWORK FOR GROWTH

CITY OF MOBILE, ALABAMA

November 5, 2015
Appendices Revised: June 2017

APPENDIX | 155

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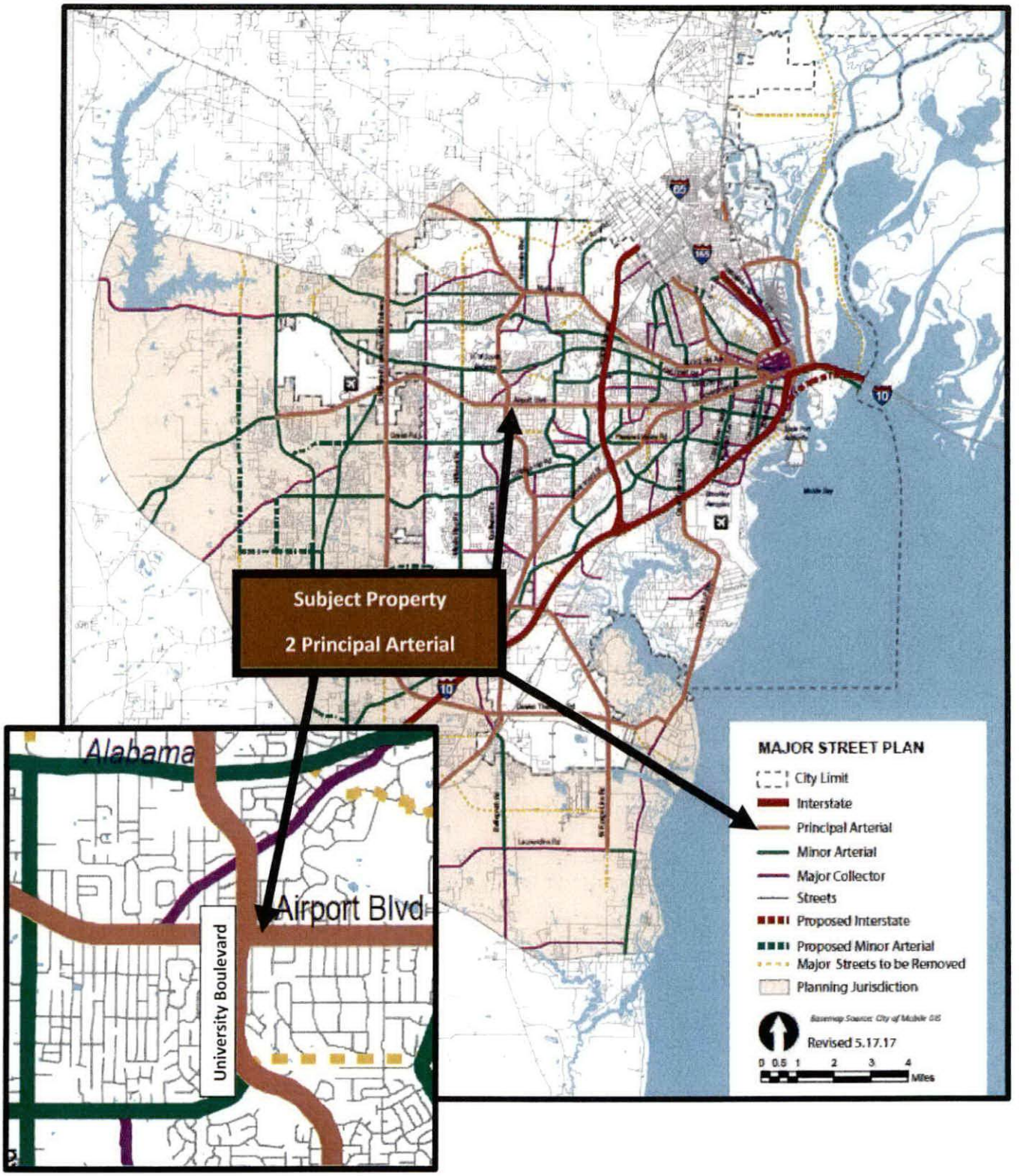
4. **Describe if there is adequate infrastructure in place to accommodate the proposed request.**
SEE ATTACHED EXHBIT A - CHECKLIST B

Our engineers have confirmed adequate infrastructure is in place to service the proposed zoning and subdivision requirements and to service the proposed project. However, it should be noted that during our neighborhood meetings, flooding at the corner of Airport Boulevard and University Boulevard has been raised as concerns. I have committed and I will follow up with members of the community to speak with the City Engineering department to discuss off-site stormwater infrastructure. We will remit the results of the discussions following completion. In any regard, the Applicant commits to fully complying with all city, state, and federal requirements for stormwater management.

5. **Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.**
SEE ATTACHED EXHBIT A - CHECKLIST B

This project reflects many of the goals and objectives set forth in the Comprehensive Plan. We believe Mobile will benefit from such a plan which reflects real results from neighborhood dialogue. The public purpose and needs are job growth, tax base increase, and the utilization of a site which is by definition, "Infill" thereby avoiding another episode of Sprawl. We believe this project is a sound example of "Built-Environment" principle.

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2. **Describe the surrounding land uses.**
SEE ATTACHED EXHBIT A - CHECKLIST B

To the north is retail extending further west than the Subject Property on the south side of Airport Boulevard. To the east on the south side of Airport Boulevard is LB2 and B3 with the B3 properties extending considerably south of Airport Boulevard. On the north side of Airport Boulevard, the properties are a mixture of commercial and buffer business. The Subject Property is compliant with the Zoning ordinance as it will serve as a "buffer between single family residential and commercial uses.

3. **Describe any potential adverse impacts on neighboring properties and how they will be mitigated.**
SEE ATTACHED EXHBIT A - CHECKLIST B

Through our many discussions with the surrounding property owners, we have taken considerable care to mitigate issues of concern. I have listed below the results of our dialogue:

1. Incorporated considerably deeper landscape buffers.
2. Incorporated extra green spaces.
3. Incorporated tree preservation initiatives.
4. Incorporated fencing which will be sound reflective.
5. Incorporated self-imposed restrictions which are designed to prevent night-time trucks and machinery use.
6. Incorporated connective with sidewalks.
7. Provided commitment to meet all city, state, and federal stormwater management requirements in order to manage stormwater.
8. Engaged and executed a full traffic study in advance of submitting the application. This study recommended the west bound left lane as an alternative to traffic flow in and out of Dogwood Drive.
9. Incorporated electric vehicle charging stations as part of our sustainability efforts.
10. Plans will include low lighting program as part of our night-time illumination of the parking and ground all with the goal of no light pollution.
11. Incorporate an east bound right turn lane for traffic safety.
12. Commitment to incorporate the subdivision name, Government Street Highlands, as part of our monument sign. See self-imposed restrictions.

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there were no plans for University Boulevard. When the City of Mobile found the need to construct University Boulevard, the need for several of the lots and homes in Government Street Highlands set the stage for what is now defined by the City of Mobile as a "Major Artery" boulevard. University Boulevard and Airport Boulevard are both major arteries which now have commercial uses on all four corners.

2. In 2017, Government Street Highlands subdivision secured sufficient votes to "Terminate" all restrictions. The was a major change in that the recorded document terminates "all" restrictions thus recognizing the changes in the area have impacted the properties such that there is no longer a restriction to just single family residential within Government Street Highlands Subdivision. This change created a pathway for this application.

3. The recent court case which cleared the way for CVS to be built, introduced the CVS project with an LB2 zoning classification. This application is seeking Buffer Business B-1, which by definition of the City zoning ordinance, B-1 is designed to be a 'buffer" between single family residential and commercial. In this case, between single family residential to the east and south and commercial (retail) to the north and west. This is exactly what is allowed in many other B-1 properties on Airport Boulevard.

4. THE FUTURE LAND USE MAP (FLUM) + DESIGNATION – APPENDIX 111
As stated, ***"The FLUM is the primary guide to the future physical development of the City of Mobile." "The map is conceptual."***

5. In examining the Mobile County Assessors records, property values have continued to increase over the years while commercial and buffer business uses have been growing in the area.

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

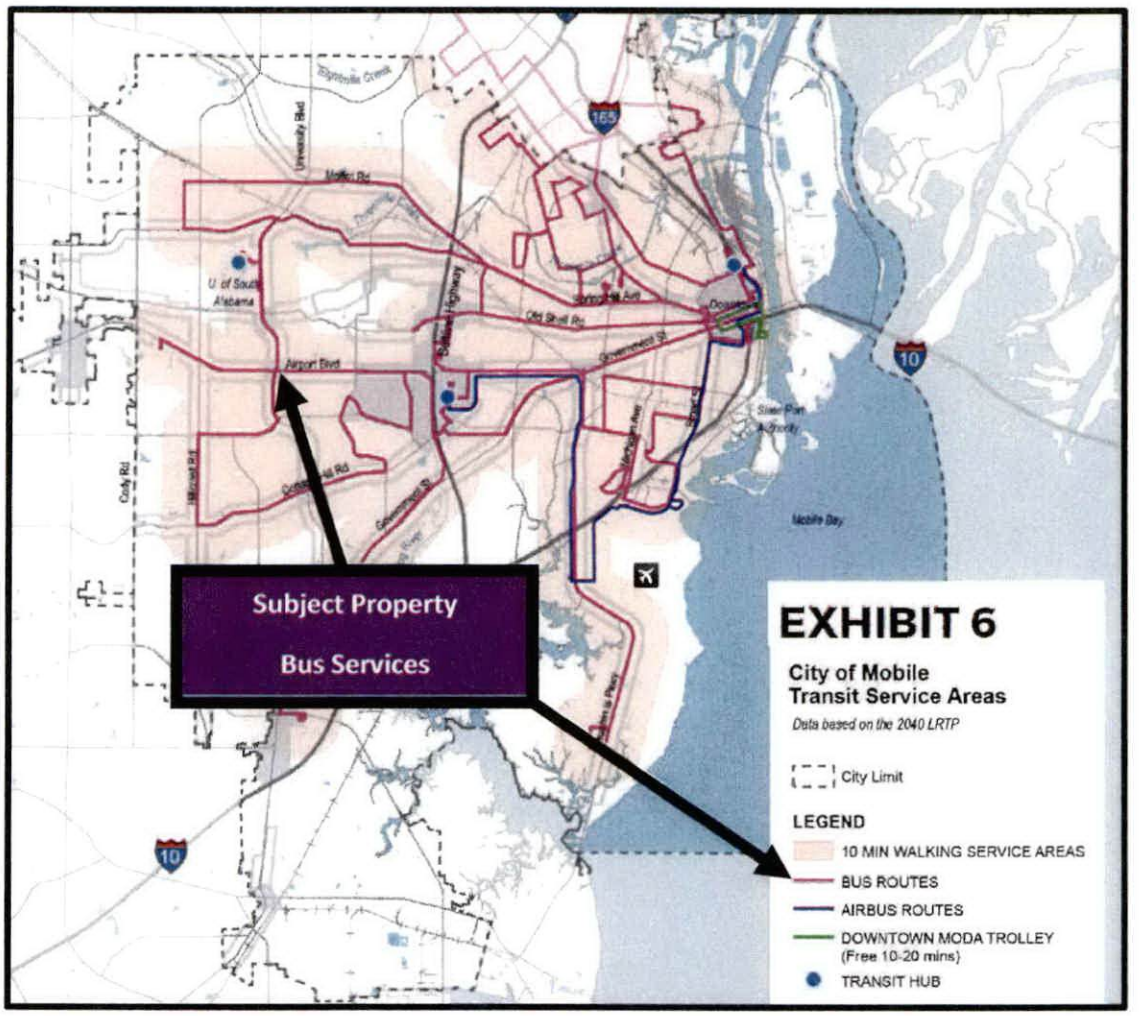
1. Describe the current development trends in the area of the property.
SEE ATTACHED EXHBIT A - CHECKLIST B

The trend in the area is clear toward commercial and buffer business. Airport Boulevard is a Major Street Artery and has developed commercially on all four corners of University Boulevard and Airport Boulevard.

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Mobile Transit Services

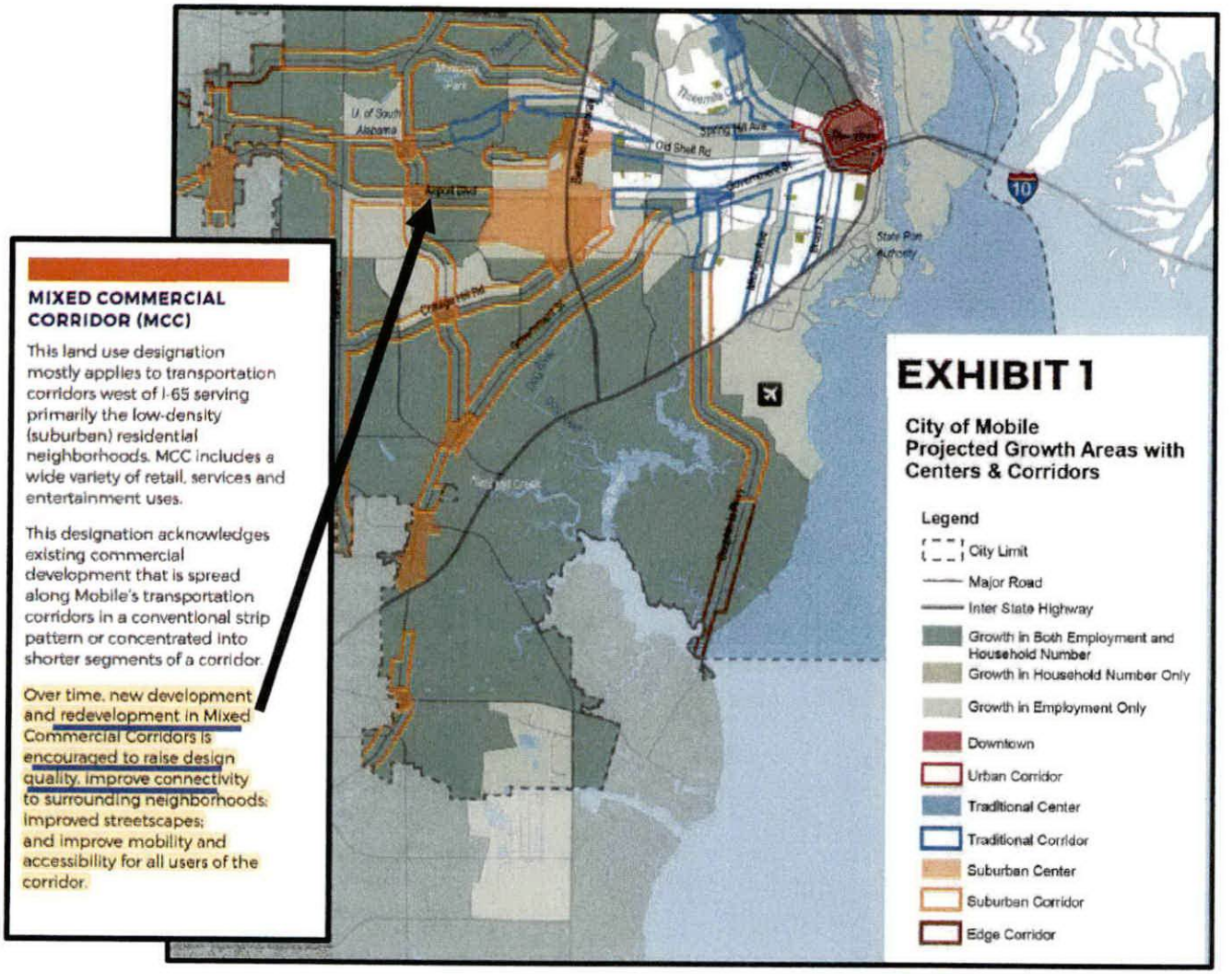
Subject Property is located on the Mobile Bus Routes



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Mixed Commercial Corridor (MCC)

Growth in both business and housing



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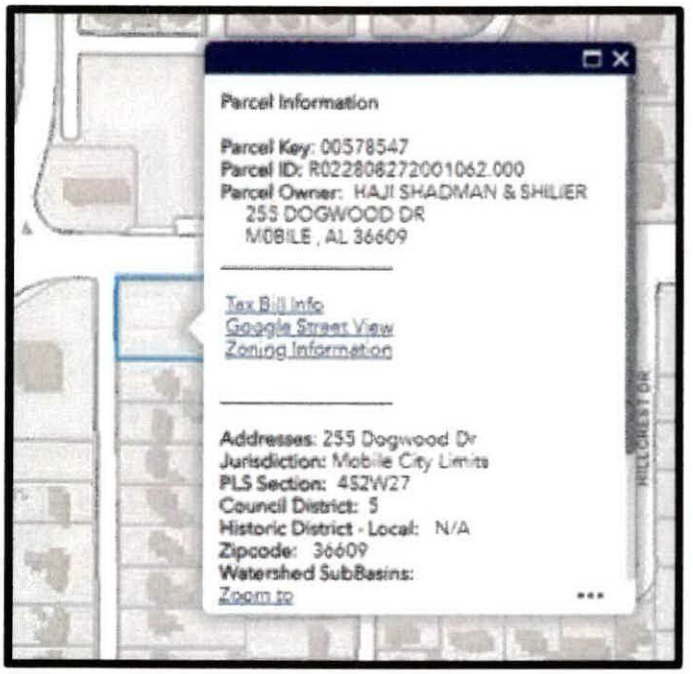
SUBDIVISION SECTION OF EXHIBIT A

Owner – Shadman & Shilier Haji 255 Dogwood Drive, Mobile, AL 36609

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	GREGORY B. SAAD	GREGORY B. SAAD
Firm:	SAAD DEVELOPMENT CORPORATION	SAAD DEVELOPMENT CORPORATION
Phone:	251.709.0330	251.709.0330
Email:	gergsaad@saad.com	gregsaad@saad.com
Address:	3601 Spring Hill Business Park, Suite 200, Mobile, AL 36608	3601 Spring Hill Business Park, Suite 200, Mobile, AL 36608
	Owner	**Civil Engineer / Surveyor**
Name:	See Attached Subdivision Section of Exhibit A	J. Brett Orrell, President
Firm:		Poly Surveying
Phone:	See Attached Subdivision Section of Exhibit A	251.666.2010
Email:	See Attached Subdivision Section of Exhibit A	brett@polysurveying.com
Address:	See Attached Subdivision Section of Exhibit A	5588 Jackson Road, Mobile, AL 36619

Phone – 251.605.7685 | email – shadmanihaii@yahoo.com



3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

Owner – Paul C. & Linda Ann Sierke 257 Dogwood Drive, Mobile, AL 36609

Phone – 251.404.5190 | email - chucksierke@gmail.com



Owner – Stephen A. Stokes 259 Dogwood Drive, Mobile, AL 36609

Phone – 251.554.8077 | email - stephen.stokes24@gmail.com



3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

2. PROPERTY INFORMATION If annexes and bounds legal description, please attach.

SDC-B1

Subdivision Name

Dogwood Drive and Airport Boulevard

Location

259, 257, & 255 Dogwood Dr

Property Address

2.82 acres

Property Area (acres or square feet)

R022808272001060.000, R022808272001061.000, and R022808272001062.000

Parcel Number(s) or Key Number(s)

R-1

1

Present Zoning or Transect District

Proposed Number of Lots

Sec-27 R-4S T-2W

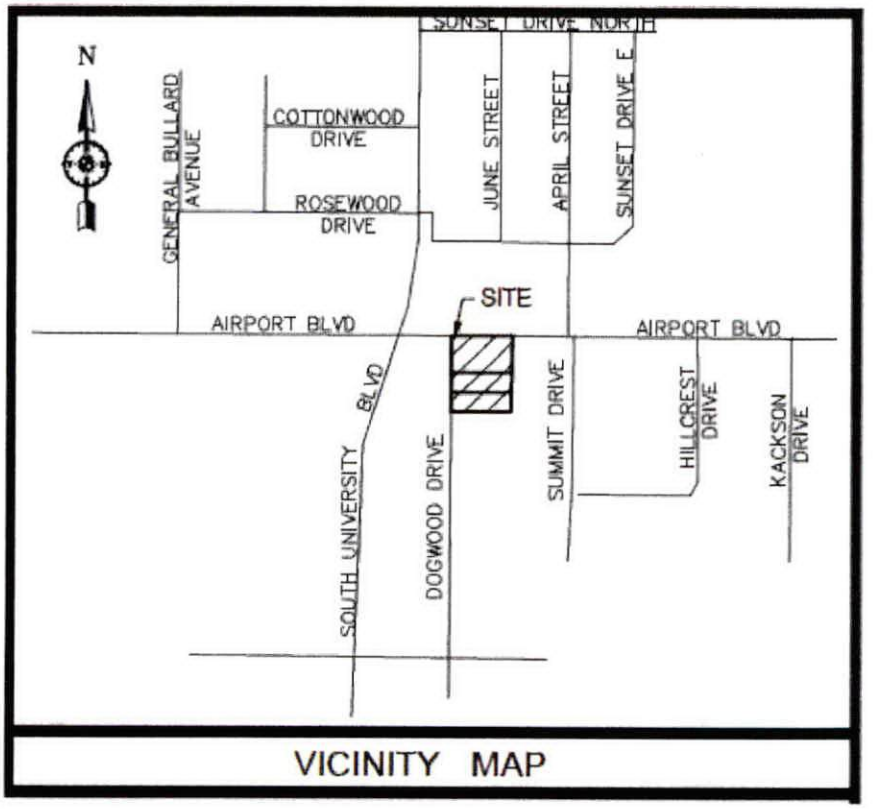
X-Unshaded

Section, Township, Range

Flood Zone

Sanitary facilities provided (Ex: City water and individual septic tanks): City Water, City Sewer, City Storm Sewer

Location



VICINITY MAP

3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

CCIM

SUBDIVISION APPLICATION – HARD COPIES OF ADDRESS LABELS

LANHAM LINDA L
256 SUMMIT DR
MOBILE, AL 36609

LANHAM LINDA L
256 SUMMIT DR
MOBILE, AL 36609

LANHAM LINDA L
256 SUMMIT DR
MOBILE, AL 36609

LV5K LLC
2600 DAUPHIN ST
MOBILE, AL 36606-4802

LV5K LLC
2600 DAUPHIN ST
MOBILE, AL 36606-4802

LV5K LLC
2600 DAUPHIN ST
MOBILE, AL 36606-4802

BLANCHARD EDWIN JOSEPH
& CHANDA BLANCHARD
260 SUMMIT DR
MOBILE, AL 36609

BLANCHARD EDWIN JOSEPH
& CHANDA BLANCHARD
260 SUMMIT DR
MOBILE, AL 36609

BLANCHARD EDWIN JOSEPH
& CHANDA BLANCHARD
260 SUMMIT DR
MOBILE, AL 36609

SIERKE, PAUL CHARLES &
LINDA ANN SIERKE
257 DOGWOOD DRIVE
MOBILE, AL 36609-3411

SIERKE, PAUL CHARLES &
LINDA ANN SIERKE
257 DOGWOOD DRIVE
MOBILE, AL 36609-3411

SIERKE, PAUL CHARLES &
LINDA ANN SIERKE
257 DOGWOOD DRIVE
MOBILE, AL 36609-3411

MUNCASTER MARIN D
258 SUMMIT DR
MOBILE, AL 36609

MUNCASTER MARIN D
258 SUMMIT DR
MOBILE, AL 36609

MUNCASTER MARIN D
258 SUMMIT DR
MOBILE, AL 36609

LADAS S.L. / THE WAW FAMILY TRUST
C/O PUBLIX SUPER MARKETS, INC
P O BOX 32018
LAKELAND, FL 33802

LADAS S.L. / THE WAW FAMILY TRUST
C/O PUBLIX SUPER MARKETS, INC
P O BOX 32018
LAKELAND, FL 33802

LADAS S.L. / THE WAW FAMILY TRUST
C/O PUBLIX SUPER MARKETS, INC
P O BOX 32018
LAKELAND, FL 33802

BOWEN MICHAEL C
& REBECCA E BOWEN
265 DOGWOOD DR
MOBILE, AL 36609-3411

BOWEN MICHAEL C
& REBECCA E BOWEN
265 DOGWOOD DR
MOBILE, AL 36609-3411

BOWEN MICHAEL C
& REBECCA E BOWEN
265 DOGWOOD DR
MOBILE, AL 36609-3411

DOGWOOD VENTURES LLC
2600 DAUPHIN ST
MOBILE, AL 36606

DOGWOOD VENTURES LLC
2600 DAUPHIN ST
MOBILE, AL 36606

DOGWOOD VENTURES LLC
2600 DAUPHIN ST
MOBILE, AL 36606

STOKES STEPHEN A
4021 HENNING DR S
MOBILE, AL 36619-9261

STOKES STEPHEN A
4021 HENNING DR S
MOBILE, AL 36619-9261

STOKES STEPHEN A
4021 HENNING DR S
MOBILE, AL 36619-9261

LOCKE JERRY LEE SR
C/O JERRY LOCKE JR
5290 LEMAN DR W
SATSUMA, AL 36572

LOCKE JERRY LEE SR
C/O JERRY LOCKE JR
5290 LEMAN DR W
SATSUMA, AL 36572

LOCKE JERRY LEE SR
C/O JERRY LOCKE JR
5290 LEMAN DR W
SATSUMA, AL 36572

HAJI SHADMAN & SHILIER
255 DOGWOOD DR
MOBILE, AL 36609-3411

HAJI SHADMAN & SHILIER
255 DOGWOOD DR
MOBILE, AL 36609-3411

HAJI SHADMAN & SHILIER
255 DOGWOOD DR
MOBILE, AL 36609-3411

BRETT ORELL
POLYSURVEYING
5588 JACKSON ROAD
MOBILE, AL 36619

BRETT ORELL
POLYSURVEYING
5588 JACKSON ROAD
MOBILE, AL 36619

BRETT ORELL
POLYSURVEYING
5588 JACKSON ROAD
MOBILE, AL 36619

HILLCREST SOUTH, LLC, AN ALA LLC
C/O MURPHY USA
PO BOX 7300
EL Dorado, AR 71731

HILLCREST SOUTH, LLC, AN ALA LLC
C/O MURPHY USA
PO BOX 7300
EL Dorado, AR 71731

HILLCREST SOUTH, LLC, AN ALA LLC
C/O MURPHY USA
PO BOX 7300
EL Dorado, AR 71731

GREGORY B. SAAD, APPLICANT
SAAD DEVELOPMENT CORPORATION
3601 SPRING HILL BUSINESS PK, ST 200
MOBILE, AL 36608

GREGORY B. SAAD, APPLICANT
SAAD DEVELOPMENT CORPORATION
3601 SPRING HILL BUSINESS PK, ST 200
MOBILE, AL 36608

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3601 SPRING HILL BUSINESS PK, ST 200
MOBILE, AL 36608

3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

DESIGN PROFESSIONALS

HDSARCHITECTURE©
625 Mt. Auburn Street
Cambridge, MA 02138
Office: 617.714.5870 x 108
Cell: 617.763.5005
Email: hstrauch@hdsarchitecture.com

@hdsarchitecture
HDS Architecture
www.hdsarchitecture.com

Dwayne Smith, PE
Principal

ANCHOR|dbg
50 North Florida Street
Mobile, Alabama 36607
Office: 251.459.8460
Cell: 251.510.5424
Fax: 251.650.3887

J. Brett Orrell, President
PLS AL, FL & MS
251-666-2010 (office)
brett@polysurveying.com

POLY
SURVEYING

CORPORATE OFFICE
5588 Jackson Road
Mobile, AL 36619
(251) 666-2010

was DESIGN landscape architects
CHAD WATKINS, PLA, ASLA
Principal
P: 251.948.7181
218 N. Alston St. | Foley, AL 36535
www.was-design.com

3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

SPECIAL EXCEPTION

This project is planned to include a financial institution which will have as part of the use drive-through services as depicted on the attached engineering plan. We are not submitting our Special Exception Application to the Board of Adjustments until we have held our "Completeness Meeting" with the City of Mobile. Should the City determine we are to submit our Special Exception Application simultaneously with the zoning and subdivision applications, we will complete the entire application and submit as required.

Sec. 64-2-24 Use Table

A. Permitted Uses. The Use Table (see Sec. 64-2-24.1) establishes uses permitted within each zoning district, and how they are permitted. For additional reference, please see Article 8, Definitions. The uses permitted in each of the zoning districts established in this Article are permitted as follows:

R	**Allowed By Right**	Uses in the Use Table identified by "R" in any column are allowed by Right in that particular district subject to the conditions specified in Article 4 or elsewhere in this Chapter.
S	**Special Exception**	Uses in the Use Table identified by "S" in any column are permitted only if a Special Exception is approved by the Board of Adjustment (BZA) (see Article 5, Procedures). Special Exceptions are also subject to any conditions and limitations specified in Article 5 or imposed as a condition of approval by the BZA. See Article 10 for application information.

7/9/23, 11:13 AM Mobile, AL Code of Ordinances

Use Category	R-A	R-1	R-2	R-3	R-B	H-B	B-1	T-B	LB-2	B-2	B-3	B-4	B-5	CW	MM	ML	MH	I-1	I-2
Financial institution					S		S	R	R	R	R	R	R	R	R	R	R	R	R

3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
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Exhibit 1

Voluntary Conditions & Use Restrictions

Subject to the City of Mobile approving the Applications for both zoning from Suburban R-1 single family residential to Suburban B-1 Buffer Business, as the Applicant, I voluntarily place the following conditions and restrictions on the property, which shall apply to the Property so long as the Property is being used for any B-1 Buffer Business use as outlined in the City of Mobile Chart of Uses.

1. Construction Schedule. Exterior construction schedule shall be limited to:
   i. Regular Schedule. Monday – Friday, 6:00 am until 6:00 pm.
   ii. Weekend Schedule. Only in cases of emergencies, due to impact by inclement weather, supply chain delays or deliveries. In all cases, hours of work shall be limited to between 6:00 am until 6:00 pm.
2. Dumpster Pick up. All dumpster trash pickup trucks, including during construction phase, shall be limited to between 7:00 am and 6:00 pm.
3. Lawncare and Parking Lot Cleaning. All lawncare and parking lot cleaning motorized machinery will be limited to between 7:00 am and 6:00 pm. In no event will the irrigation system be limited to specific hours.
4. Permanent Signage. Applicant shall install monument signs for the project.
5. Subdivision Sign. Applicant will either include the name "Government Street Highlands" as part of the monument sign or shall repair the existing Government Street Highlands sign subject to City of Mobile approvals.
6. Provided the City of Mobile approves the west bound left turn lane into the Property, Applicant will not pursue a curb cut onto Dogwood Drive. However, this restriction will not apply under the following circumstances:
   i. The Fire Marshal requires a means of ingress and egress onto Dogwood Drive for emergency purposes. Should the Fire Marshal so determine a Dogwood Drive entrance is required for safety purposes, Applicant will seek approval for a decorative gate to be installed with the customary lock box for emergency use.
   ii. In the event in the future, Dogwood Drive is abandoned as a public road south of the Property, Applicant will be released from this restriction and shall have the right to seek full ingress and egress of that portion of Dogwood Drive remaining, if any.
   iii. Should the City of Mobile deny Applicant's west bound left turn lane, Applicant shall have the right, but not the obligation to pursue one curb cut onto Dogwood Drive which shall be designed as a "left in and right out" curb opening so as to direct all outbound traffic exiting the site northward toward Airport Boulevard.

Signed this _____ day of _____, 2023.

Gregory B. Saad, Applicant

3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

ZONING APPLICATION CONTACT LIST

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: SDC-B1

Address: 255, 257, 259 Dogwood Drive, Mobile, AL 36609

Owner: See Authorization Forms

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Authorized Agent: Gregory B. Saad

Address: 3601 Spring Hill Business Park, Suite 200, Mobile, AL Zip Code: 36608

Phone: 251.709.0330 Fax: N/A Email: gregsaad@saad.com

Contractor: TBD

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: Anchor|dbg

Address: 50 North Florida Street, Mobile, AL Zip Code: 36607

Phone: 251.459.8460 Fax: 251.650.3887 Email: dsmith@anchordbg.com

Architect: HDS Architecture

Address: 625 Mt. Auburn Street, Cambridge, MA Zip Code: 02138

Phone: 617.714.5870 Fax: _____ Email: hstrauch@hdsarchitecture.com

Submitted by:

GBSaad

Signature

Gregory B. Saad, President Saad Development Corporation

Print

10/3/2023

Date

Developer

Affiliation to project/Organization

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Revised May 2020

Agenda Item # 1 - HOLDOVER

SUB-002680-2023 & ZON-UDC-002678-2023

View additional details on this proposal and all application materials using the following link:

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
255, 257, & 259 Dogwood Drive

Subdivision Name:
SDC-B1 Subdivision

Applicant / Agent:
Gregory B. Saad, Saad Development Corporation

Property Owner:
Shadman & Shilier Haji, Paul C. & Linda Ann Sierke, and Stephen A. Stokes

Current Zoning:
R-1, Single-Family Residential Suburban District

Proposed Zoning:
B-1, Buffer Business Suburban District

Future Land Use:
Low Density Residential

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:

- Subdivision approval to create one (1) legal lot of record.
- Rezoning from R-1, Single-Family Residential Suburban District to B-1, Buffer Business Suburban District
  - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Subdivision proposal with nine (9) conditions; and
2. Rezoning with four (4) conditions.

Report Contents: **Page**

Context Map 2
Holdover Comments..... 3
Site History 3
Staff Comments 3
Subdivision Considerations 7
Rezoning Considerations 8
Exhibits 9

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units. Commercial units lie west and north of the site.

APPLICATION NUMBER 1 DATE November 16, 2023 APPLICANT SDC-B1 Subdivision REQUEST Subdivision, Rezoning from R-1 to B-1	N NTS

HOLDOVER COMMENTS

This application was heldover from the Planning Commission's November 2nd meeting due to a lack of a quorum. No new or revised information has been submitted by the applicant.

SITE HISTORY

The subject site consists of Lots 1-3 of the Government Street Highland Subdivision, recorded in Probate Court in 1942.

The site was most recently before the Planning Commission at its March 1, 2018 meeting, with applications for a two-lot Subdivision, Planned Unit Development Approval to allow multiple buildings on two building sites, and Rezoning from R-1, Single-Family Residential to LB-2, Limited- Neighborhood Business District and R-3, Multiple-Family District, to allow the construction of two restaurants, and to allow the construction of 12 townhomes. The applications were denied.

STAFF COMMENTS

Engineering Comments:

Subdivision:

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

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. Dedicate the corner radius (25' minimum) at the northeast corner of LOT 1 to the City of Mobile, and list the amount of dedicated acreage (acre and square feet).
C. 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.
D. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 21 - #76) LOT 1 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 – 28,000 sf.
E. 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.
F. 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.
G. 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.
H. 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.
I. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.

J. 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. 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.

Revised for the November 16th meeting:

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

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. Dedicate the corner radius (25' minimum) at the northeast corner of LOT 1 to the City of Mobile, and list the amount of dedicated acreage (acre and square feet).
C. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 21 - #76) LOT 1 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 – 28,000 sf.
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E. 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.
F. 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.
G. 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.

H. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
I. 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.

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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:

Traffic Engineering received a comprehensive traffic impact analysis report regarding the prospective construction of a mixed-use development in Mobile, Alabama. The report was conducted by Skipper Consulting, Inc. in response to the request made by SAAD Development Corporation. The following is a summary of Traffic Engineering's response that was sent back to the consultant. The site is currently occupied by a limited number of single-family residences. Skipper Consulting demonstrated a level of diligence in their report and made recommendations in the interest of optimizing traffic flow to ensure the safe and efficient utilization of the project site and its surroundings. However, Traffic Engineering has identified some safety concerns and instances of non-compliance with access management regulations within those provided recommendations. The concerns have the potential to result in traffic congestion along Airport Boulevard, safety hazards for oncoming vehicles, and conflicts for those trying to enter the facility. From these findings, Traffic Engineering recommends that a driveway access for SAAD Development Corporation be built on Dogwood Drive. It is recommended that the driveway access along the Airport Blvd corridor be converted into a right-in and right-out access only and that, if possible, the driveway is located further eastward to achieve 660 feet from the nearest intersection as recommended by the ALDOT Access Management Manual. 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, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

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 (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinkled commercial buildings, within 600' of sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

Subdivision

The applicant is proposing a one (1)-lot resubdivision of proposed Lots 1-3 of the previously-mentioned Government Street Highland Subdivision.

The preliminary plat submitted provides the proposed lot size in both square feet and acres, which exceed the minimum lot size for a B-1 Buffer Business Suburban District and if approved, should be retained on the Final Plat.

The site has frontage along Airport Boulevard and Dogwood Drive. Airport Boulevard is a Principal Arterial on the Major Street Plan, that should have a minimum right-of-way of 100-feet. As the preliminary plat does not depict the existing right-of-way along Airport Boulevard, if approved, the Final Plat should be revised to either depict dedication to provide 50-feet from the centerline of Airport Boulevard, or show that such right-of-width currently exists. Dogwood Drive is a minor street without curb and gutter, and should therefore have a minimum right-of-way of 60-feet. The preliminary plat depicts a compliant existing right-of-way for Dogwood Drive, which should be retained on the Final Plat, if approved.

As proposed, the 25-foot minimum front setback is depicted along both frontages, and should be retained on the Final Plat, if approved.

Rezoning

The subject site is immediately abutted by R-1, Single Family Residential Suburban District to the South and East, with LB-2, Limited Neighborhood Business Suburban District to the West (across Dogwood Drive), and B-2, Neighborhood Business Suburban District to the North (across Airport Boulevard).

The applicant is proposing to rezone the subject site to B-1 to accommodate between 14,000 and 28,000 square feet of professional office space. The applicant states that the design of the structure has not been finalized yet, and that the plan submitted is still conceptual. That being said, if the site is rezoned and allowed to be developed commercially, it must comply with all requirements of the Unified Development Code (UDC), to include the provision of a residential buffer, compliant parking surfacing and lighting, and structural designs.

The applicant does mention that a possible tenant could include a financial institution, which would require Special Exception approval to be located within a B-1 district. It should be noted that Special Exceptions are site-plan specific approvals considered by the Board of Zoning Adjustment.

The applicant has included a "Voluntary Conditions and Use Restrictions" form. The form (which is available via the "Applicant Materials for Consideration – Rezoning" on page 1. which provides restrictions for the construction of the proposed development, times for dumpster pick-up to occur, maintenance of the site's landscaping areas, freestanding signage to be on the site, as well as access to the site. Item number six (6) of the applicant's Voluntary Conditions and Use Restrictions relates to access to the site and sub-item iii states that if "The City of Mobile deny(ies) Applicant's west bound left turn lane, Applicant shall have the right, but not the obligation to pursue one curb cut onto Dogwood Drive which shall be designed as a "left in and right out" curb opening so as to direct all outbound traffic exiting the site northward toward Airport Boulevard." Based on the Traffic Engineering comments, it should be noted that the left-in, right-out curb cut onto Dogwood Drive would be permissible from both a Traffic Engineering standpoint and as stipulated in the Voluntary Conditions and Use Restrictions submitted by the applicant. If approved, an original notarized copy of the "Voluntary Conditions and Use Restrictions" form must be submitted to Planning & Zoning staff.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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.

Considerations:

If the Planning Commission considers approving the Subdivision request, the following conditions could apply:

1. Completion of the Rezoning process prior to signing the Final Plat;
2. Revision of the Final Plat to either depict dedication to provide 50-feet from the centerline of Airport Boulevard, or show that such already exists;
3. Retention of the lot sizes in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
4. Retention of all right-of-way widths on the Final Plat, adjusted for dedication, if necessary;
5. Retention of the plat to illustrate a 25-foot minimum building setback line along both rights-of-way, adjusted for dedication, if necessary;
6. Compliance with all Engineering comments noted in this staff report;
7. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
8. Compliance with all Urban Forestry comments noted in this staff report; and,
9. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.
The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

- Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- Compatibility. Whether the proposed amendment is compatible with:
    - The current development trends, if any, in the vicinity of the subject property;
    - Surrounding land uses;
    - Would adversely impact neighboring properties; or
    - Cause a loss in property values.
- Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
- Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
- Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
- Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

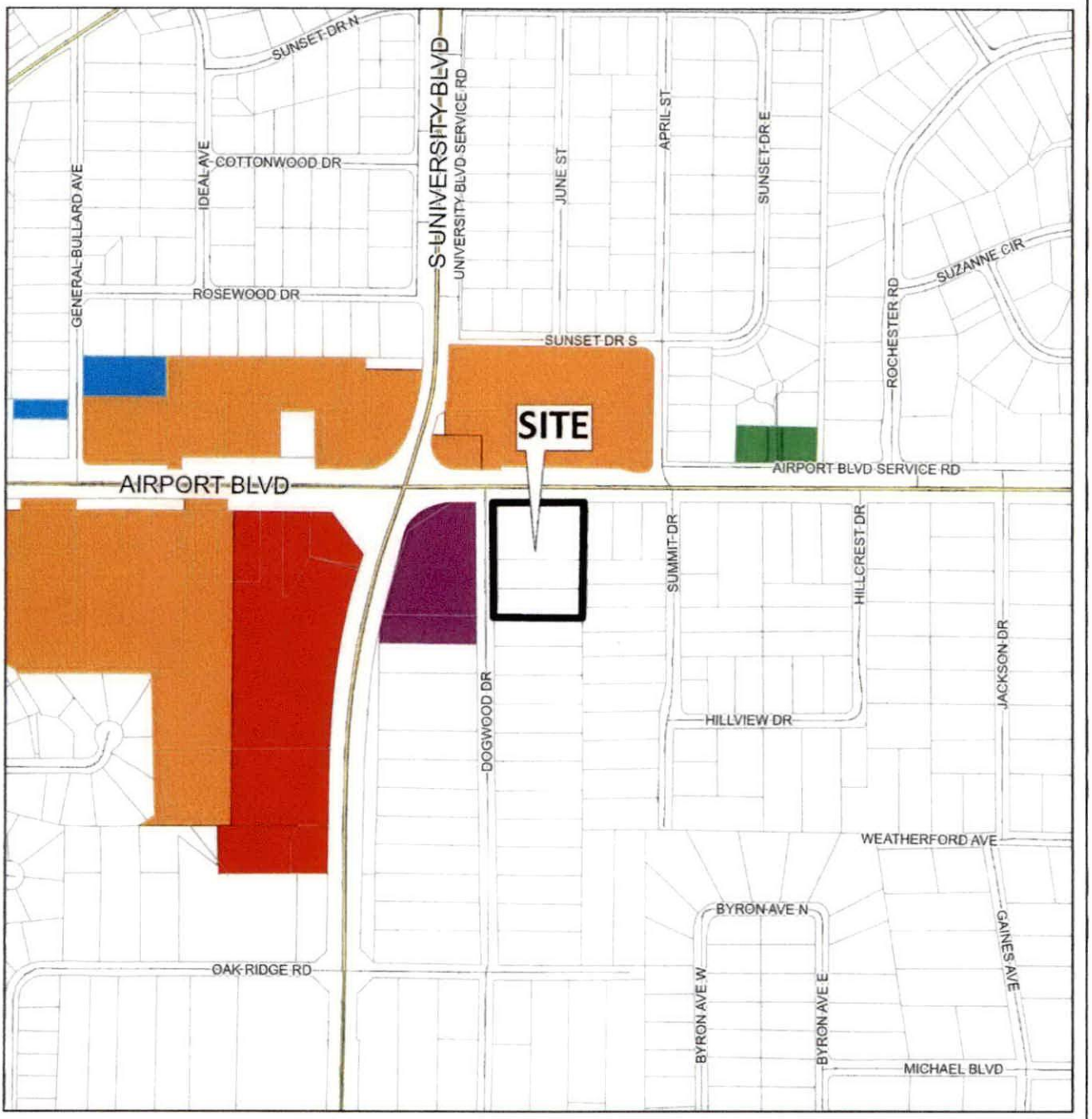
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1. Completion of the Subdivision process;
2. Submittal of an original notarized "Voluntary Conditions and Use Restrictions" form;
3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
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LOCATOR ZONING MAP



APPLICATION NUMBER 1 DATE November 16, 2023

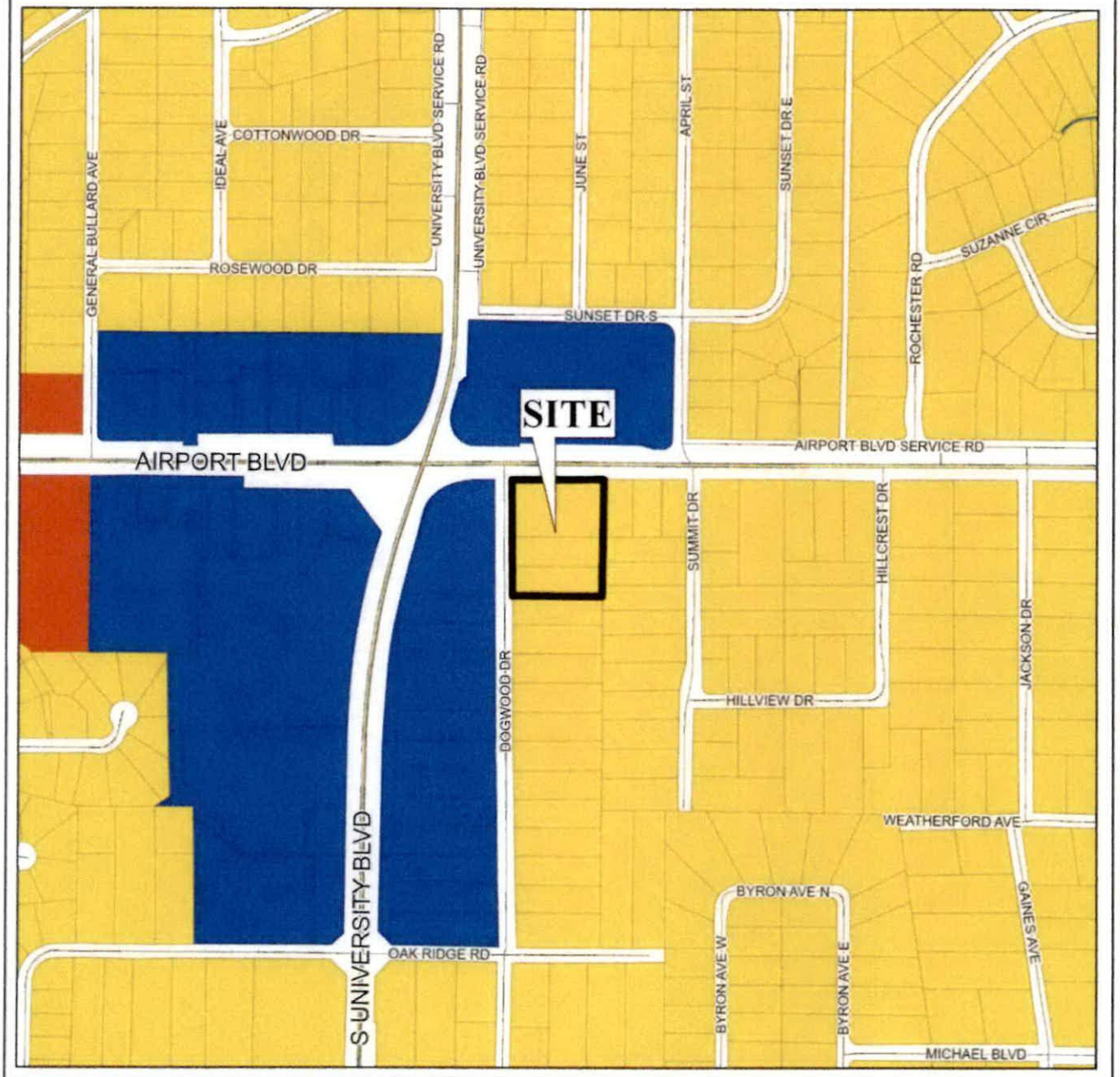
APPLICANT SDC-B1 Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-1

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 1 DATE November 16, 2023

APPLICANT SDC-B1 Subdivision

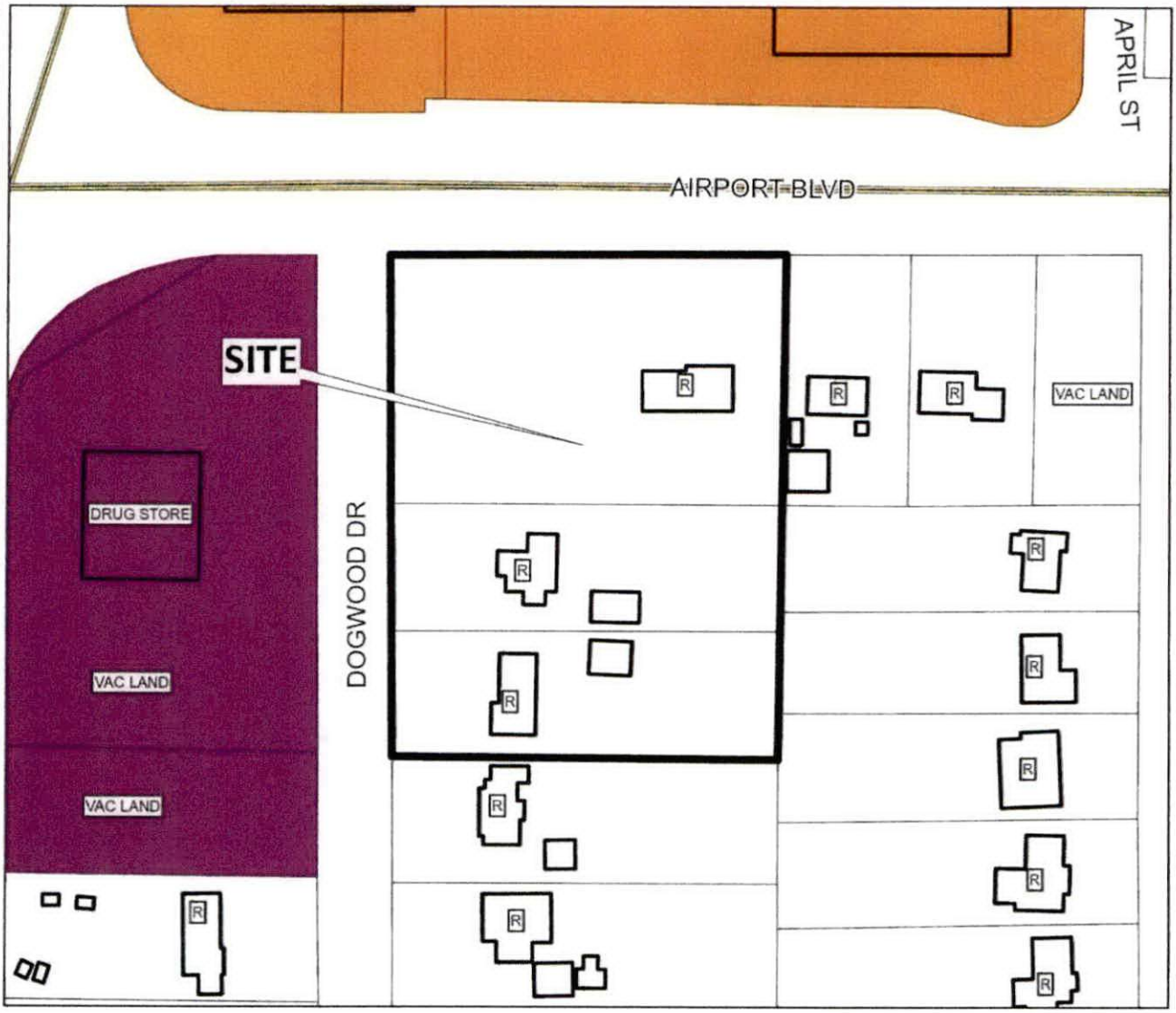
REQUEST Subdivision, Rezoning from R-1 to B-1

- 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

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. Commercial units lie west and north of the site.

APPLICATION NUMBER 1 DATE November 16, 2023

APPLICANT SDC-B1 Subdivision

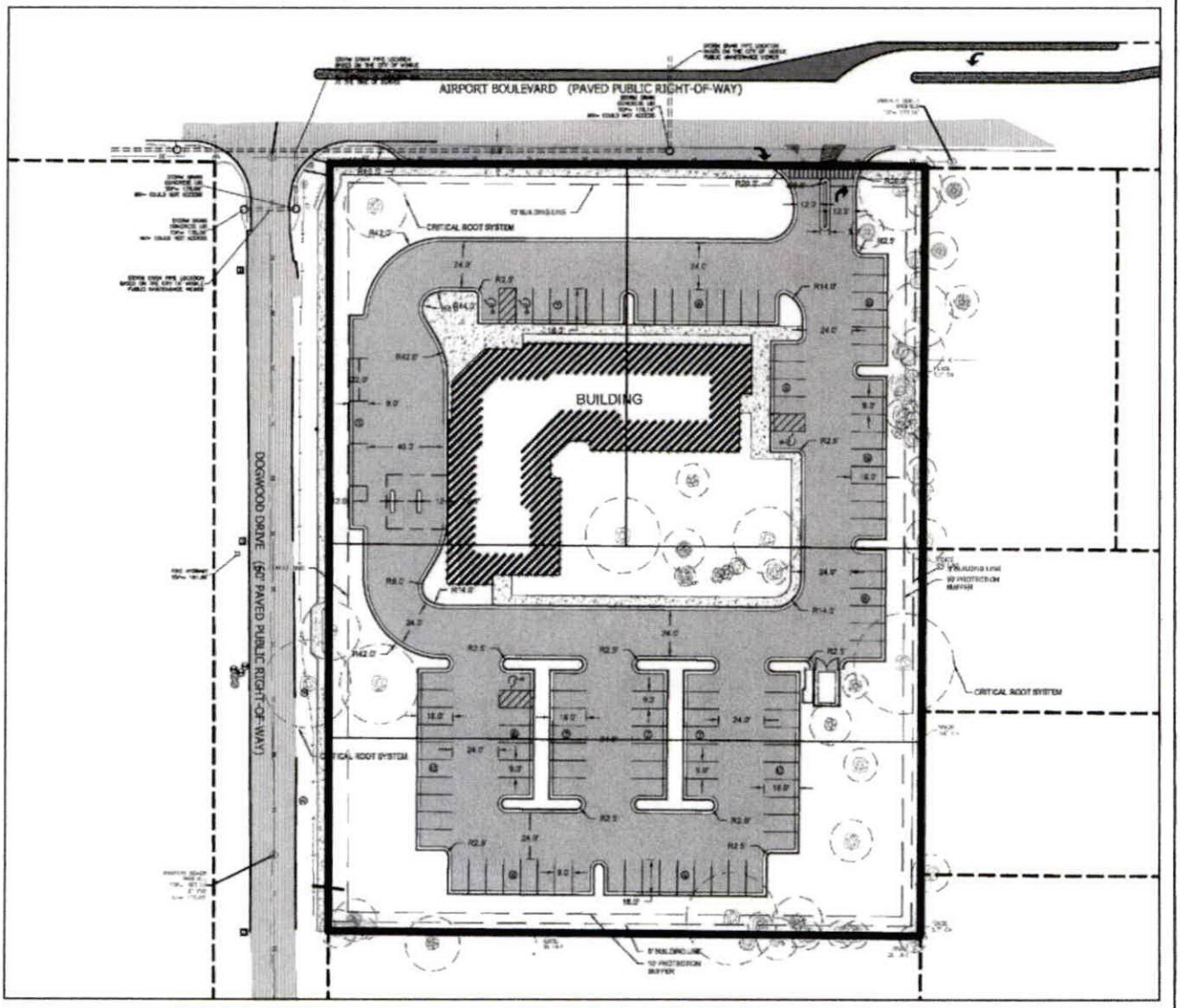
REQUEST Subdivision, Rezoning from R-1 to B-1

R-A R-3 B-1 B-2 B-5 ML I-2 OPEN T-3 T-5.2
R-1 R-B T-B B-3 CW MH PD SD T-4 T-6
R-2 H-B LB-2 B-4 MM I-1 MUN SD-WH T-5.1

N

NTS

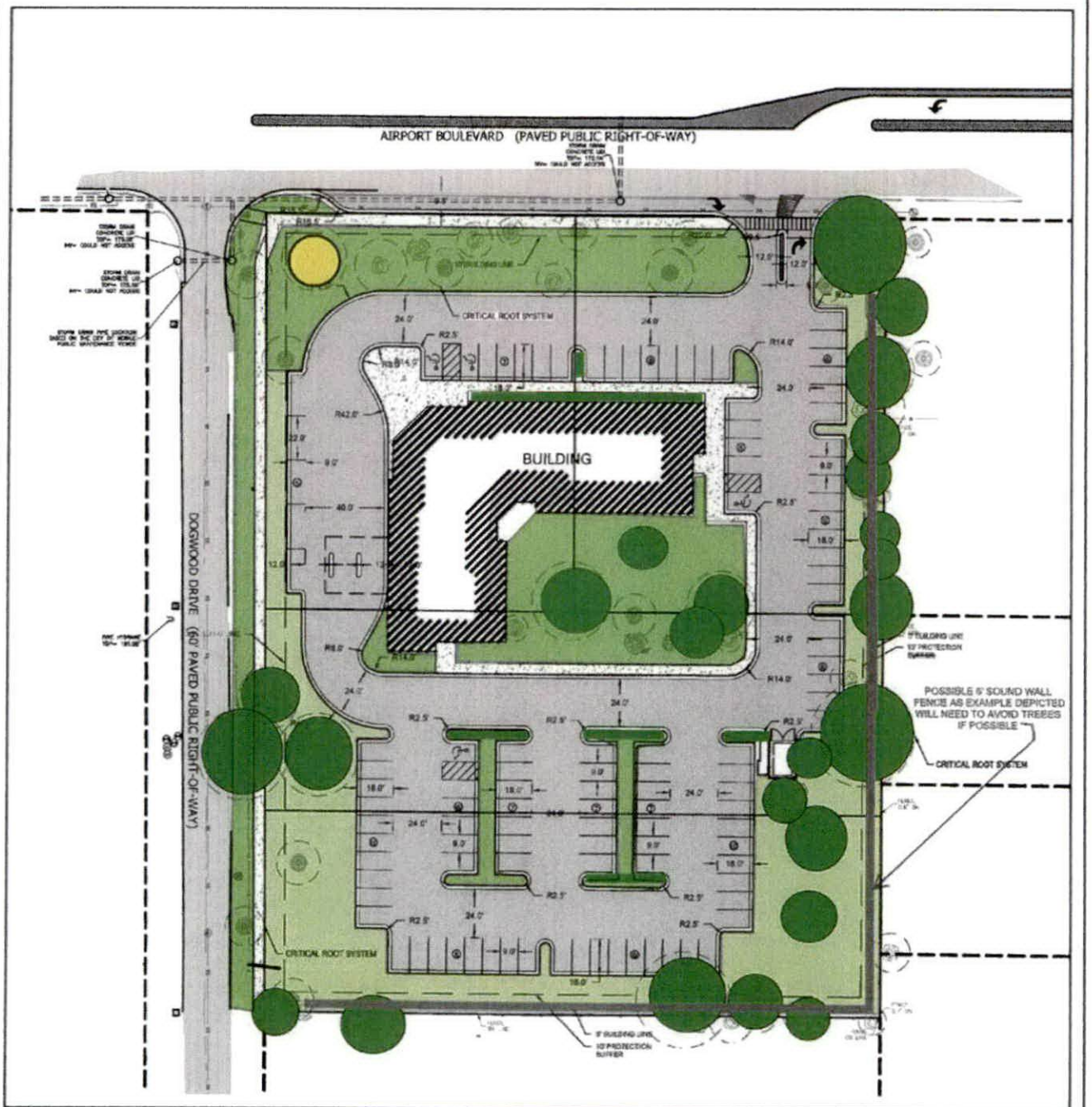
SITE PLAN



The site plan illustrates the proposed building , and parking.

APPLICATION NUMBER 1 DATE November 16, 2023	N
APPLICANT SDC-B1 Subdivision	
REQUEST Subdivision, Rezoning from R-1 to B-1	NTS

LANDSCAPE SITE PLAN



APPLICATION NUMBER 1 DATE November 16, 2023

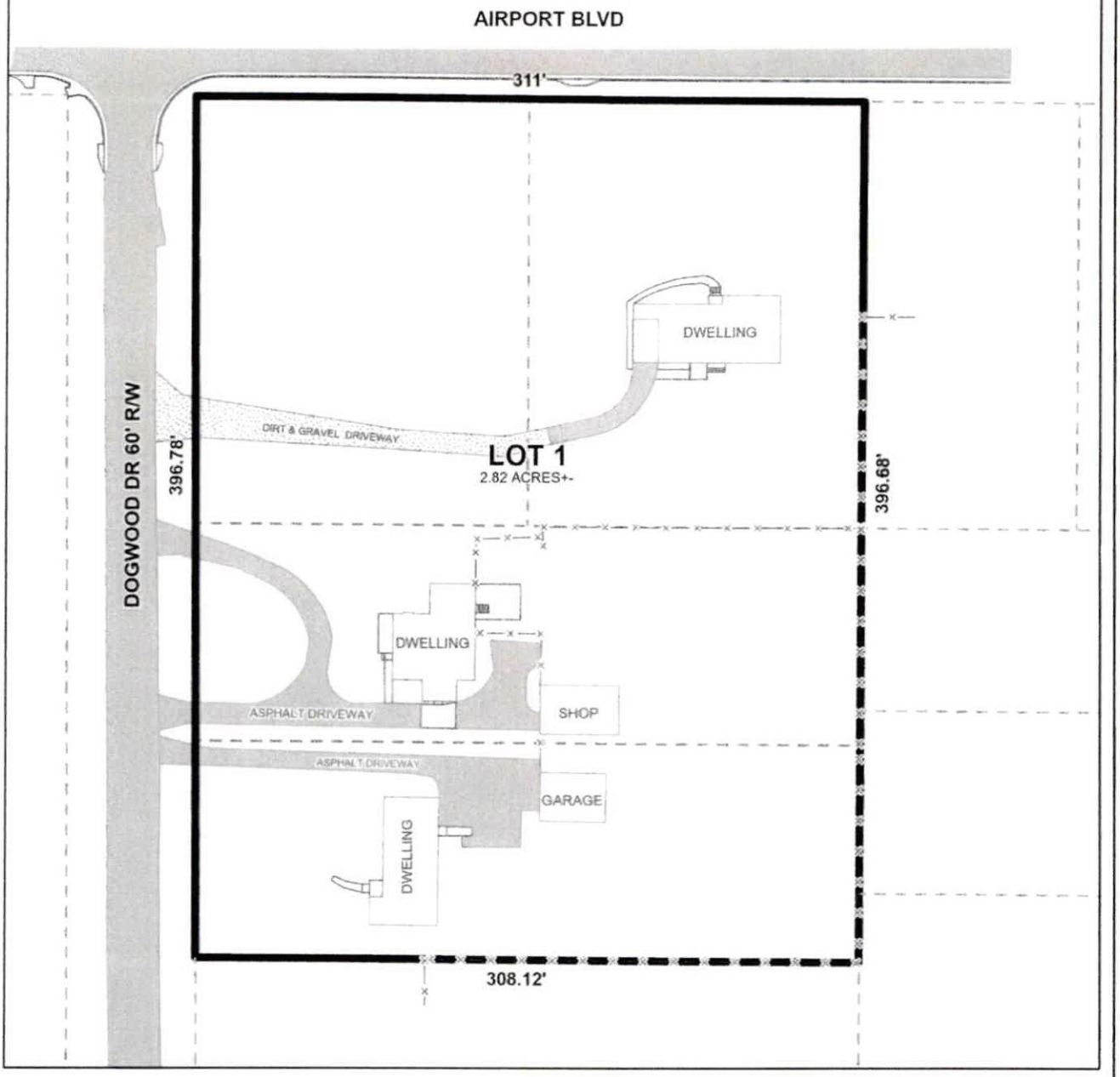
APPLICANT SDC-B1 Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-1

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 1 DATE November 16, 2023

APPLICANT SDC-B1 Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-1

N

NTS

ZONING DISTRICT CORRESPONDENCE MATRIX

		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- ○ Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

LOW DENSITY RESIDENTIAL (LDR)

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.

Planning Commission
November 2, 2023

Agenda Item # 8

SUB-002680-2023 & ZON-UDC-002678-2023

View additional details on this proposal and all application materials using the following link:

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
255, 257, & 259 Dogwood Drive

Subdivision Name:
SDC-B1 Subdivision

Applicant / Agent:
Gregory B. Saad, Saad Development Corporation

Property Owner:
Shadman & Shilier Haji, Paul C. & Linda Ann Sierke, and Stephen A. Stokes

Current Zoning:
R-1, Single-Family Residential Suburban District

Proposed Zoning:
B-1, Buffer Business Suburban District

Future Land Use:
Low Density Residential

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:

- Subdivision approval to create one (1) legal lot of record.
- Rezoning from R-1, Single-Family Residential Suburban District to B-1, Buffer Business Suburban District
  - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Subdivision proposal with nine (9) conditions; and
2. Rezoning with four (4) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 6
Exhibits 8

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units. Commercial units lie west and north of the site.

APPLICATION NUMBER 8 DATE November 2, 2023	N
APPLICANT SDC-B1 Subdivision	
REQUEST Subdivision, Rezoning from R-1 to B-1	NTS

SITE HISTORY

The subject site consists of Lots 1-3 of the Government Street Highland Subdivision, recorded in Probate Court in 1942.

The site was most recently before the Planning Commission at its March 1, 2018 meeting, with applications for a two-lot Subdivision, Planned Unit Development Approval to allow multiple buildings on two building sites, and Rezoning from R-1, Single-Family Residential to LB-2, Limited- Neighborhood Business District and R-3, Multiple-Family District, to allow the construction of two restaurants, and to allow the construction of 12 townhomes. The applications were denied.

STAFF COMMENTS

Engineering Comments:

Subdivision:

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

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. Dedicate the corner radius (25' minimum) at the northeast corner of LOT 1 to the City of Mobile, and list the amount of dedicated acreage (acre and square feet).
C. 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.
D. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 21 - #76) LOT 1 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 – 28,000 sf.
E. 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.
F. 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.
G. 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.
H. 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.
I. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
J. 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. 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:

Traffic Engineering received a comprehensive traffic impact analysis report regarding the prospective construction of a mixed-use development in Mobile, Alabama. The report was conducted by Skipper Consulting, Inc. in response to the request made by SAAD Development Corporation. The following is a summary of Traffic Engineering's response that was sent back to the consultant. The site is currently occupied by a limited number of single-family residences. Skipper Consulting demonstrated a level of diligence in their report and made recommendations in the interest of optimizing traffic flow to ensure the safe and efficient utilization of the project site and its surroundings. However, Traffic Engineering has identified some safety concerns and instances of non-compliance with access management regulations within those provided recommendations. The concerns have the potential to result in traffic congestion along Airport Boulevard, safety hazards for oncoming vehicles, and conflicts for those trying to enter the facility. From these findings, Traffic Engineering recommends that a driveway access for SAAD Development Corporation be built on Dogwood Drive. It is recommended that the driveway access along the Airport Blvd corridor be converted into a right-in and right-out access only and that, if possible, the driveway is located further eastward to achieve 660 feet from the nearest intersection as recommended by the ALDOT Access Management Manual. 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, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

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 (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinkled commercial buildings, within 600' of sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

Subdivision

The applicant is proposing a one (1)-lot resubdivision of proposed Lots 1-3 of the previously-mentioned Government Street Highland Subdivision.

The preliminary plat submitted provides the proposed lot size in both square feet and acres, which exceed the minimum lot size for a B-1 Buffer Business Suburban District and if approved, should be retained on the Final Plat.

The site has frontage along Airport Boulevard and Dogwood Drive. Airport Boulevard is a Principal Arterial on the Major Street Plan, that should have a minimum right-of-way of 100-feet. As the preliminary plat does not depict the existing right-of-way along Airport Boulevard, if approved, the Final Plat should be revised to either depict dedication to provide 50-feet from the centerline of Airport Boulevard, or show that such right-of-width currently exists. Dogwood Drive is a minor street without curb and gutter, and should therefore have a minimum right-of-way of 60-feet. The preliminary plat depicts a compliant existing right-of-way for Dogwood Drive, which should be retained on the Final Plat, if approved.

As proposed, the 25-foot minimum front setback is depicted along both frontages, and should be retained on the Final Plat, if approved.

Rezoning

The subject site is immediately abutted by R-1, Single Family Residential Suburban District to the South and East, with LB-2, Limited Neighborhood Business Suburban District to the West (across Dogwood Drive), and B-2, Neighborhood Business Suburban District to the North (across Airport Boulevard).

The applicant is proposing to rezone the subject site to B-1 to accommodate between 14,000 and 28,000 square feet of professional office space. The applicant states that the design of the structure has not been finalized yet, and that the plan submitted is still conceptual. That being said, if the site is rezoned and allowed to be developed commercially, it must comply with all requirements of the Unified Development Code (UDC), to include the provision of a residential buffer, compliant parking surfacing and lighting, and structural designs.

The applicant does mention that a possible tenant could include a financial institution, which would require Special Exception approval to be located within a B-1 district. It should be noted that Special Exceptions are site-plan specific approvals considered by the Board of Zoning Adjustment.

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SUBDIVISION CONSIDERATIONS

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Considerations:

If the Planning Commission considers approving the Subdivision request, the following conditions could apply:

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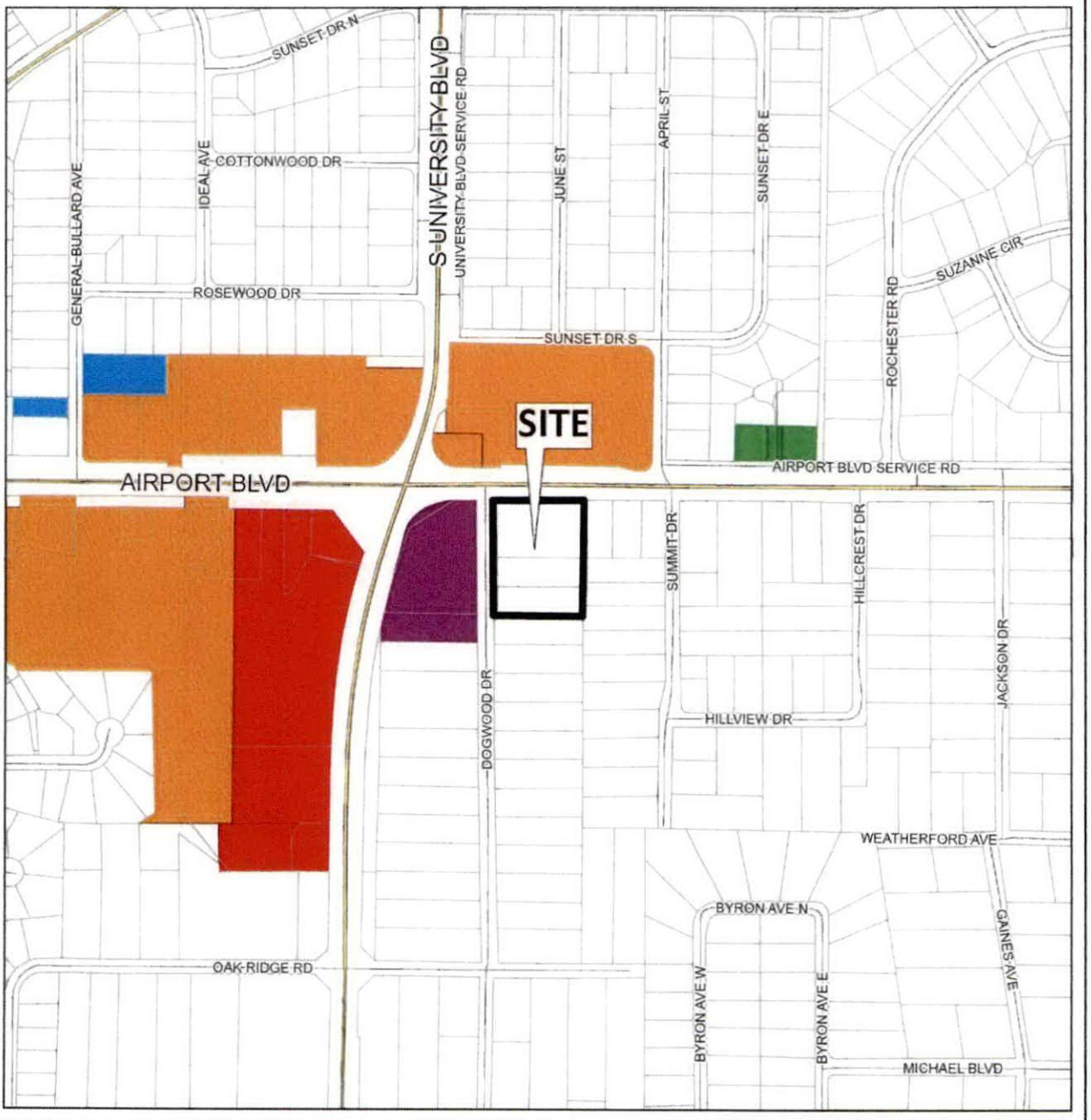
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LOCATOR ZONING MAP



APPLICATION NUMBER 8 DATE November 2, 2023

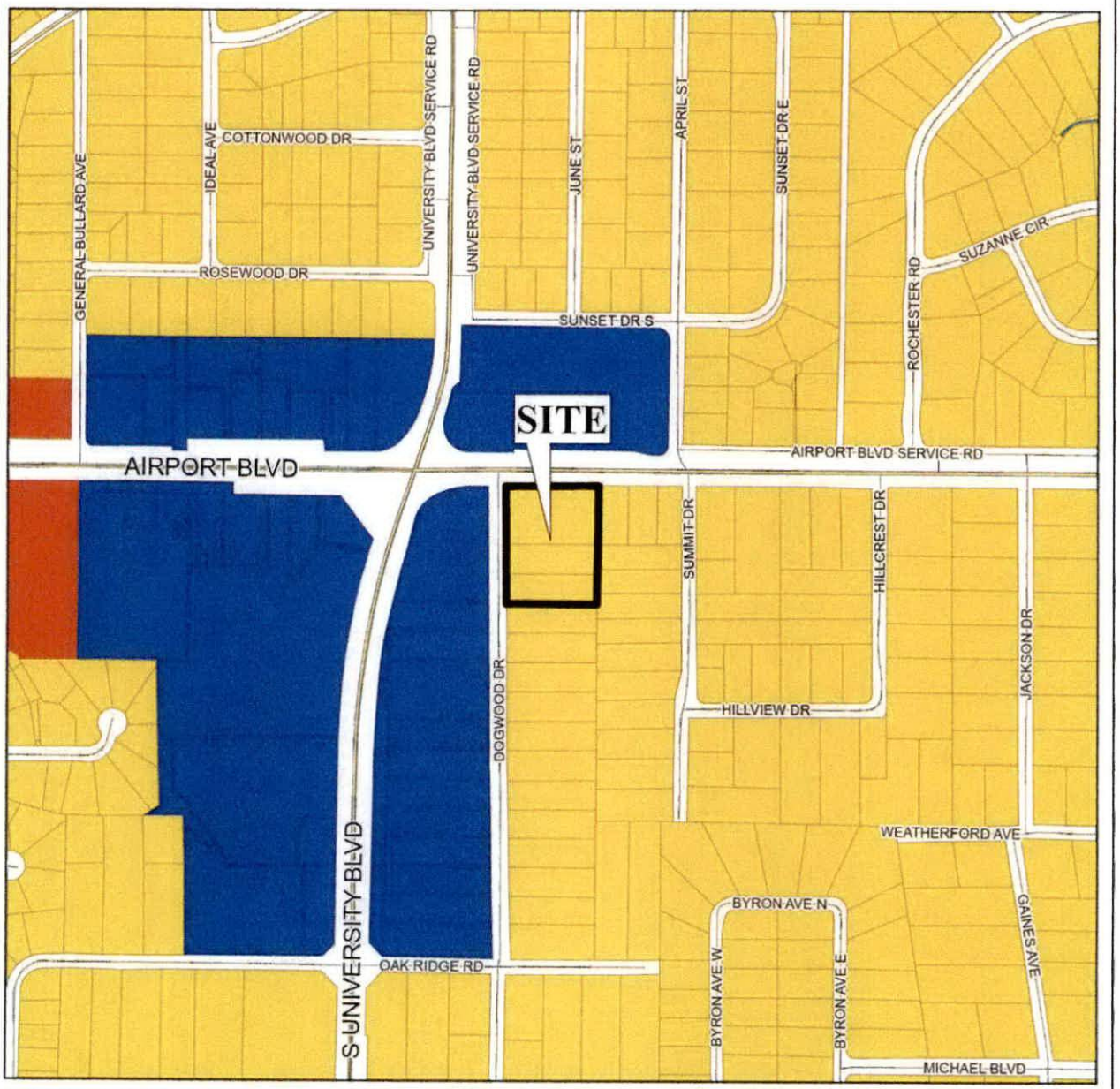
APPLICANT SDC-B1 Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-1

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 8 DATE November 2, 2023

APPLICANT SDC-B1 Subdivision

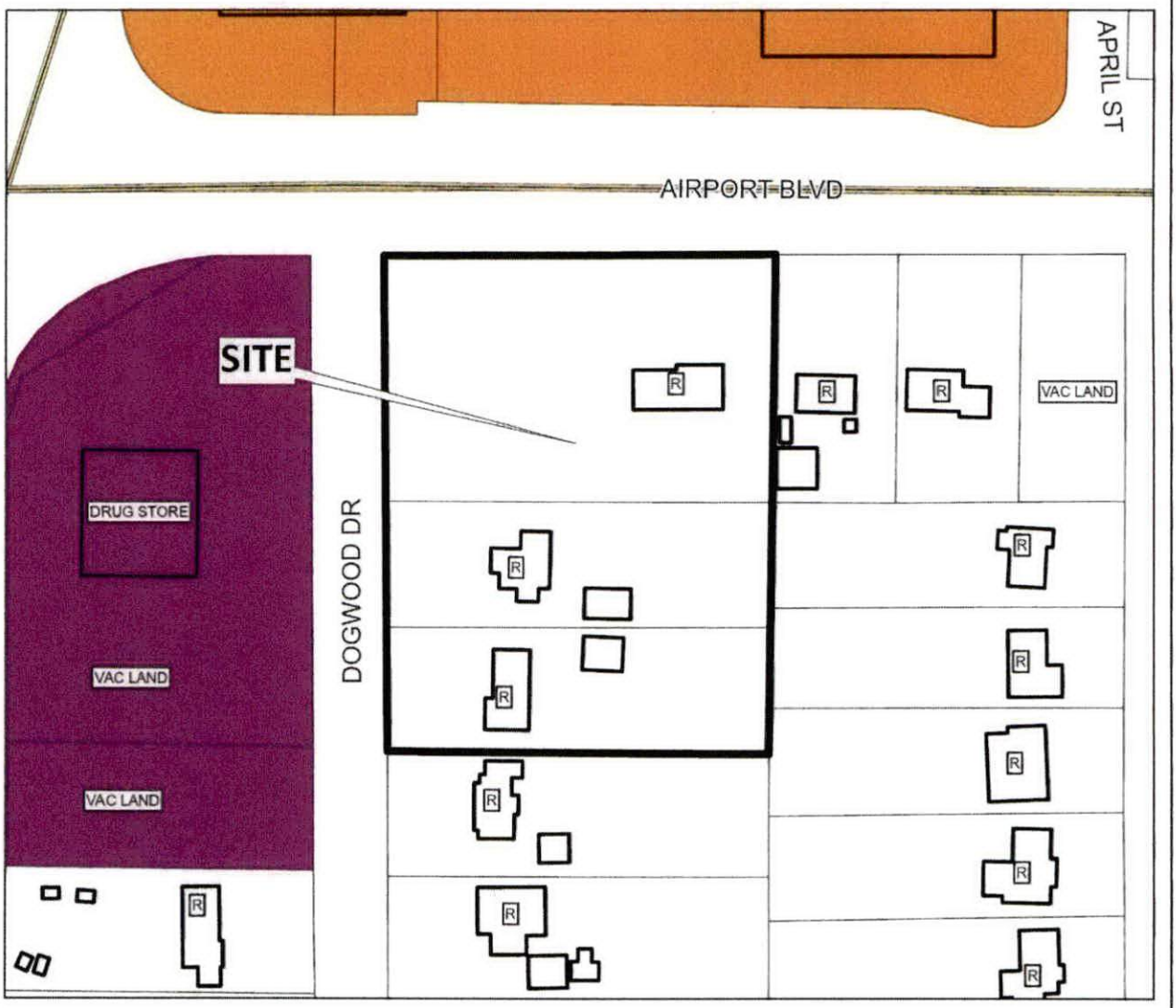
REQUEST Subdivision, Rezoning from R-1 to B-1

- 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

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. Commercial units lie west and north of the site.

APPLICATION NUMBER 8 DATE November 2, 2023

APPLICANT SDC-B1 Subdivision

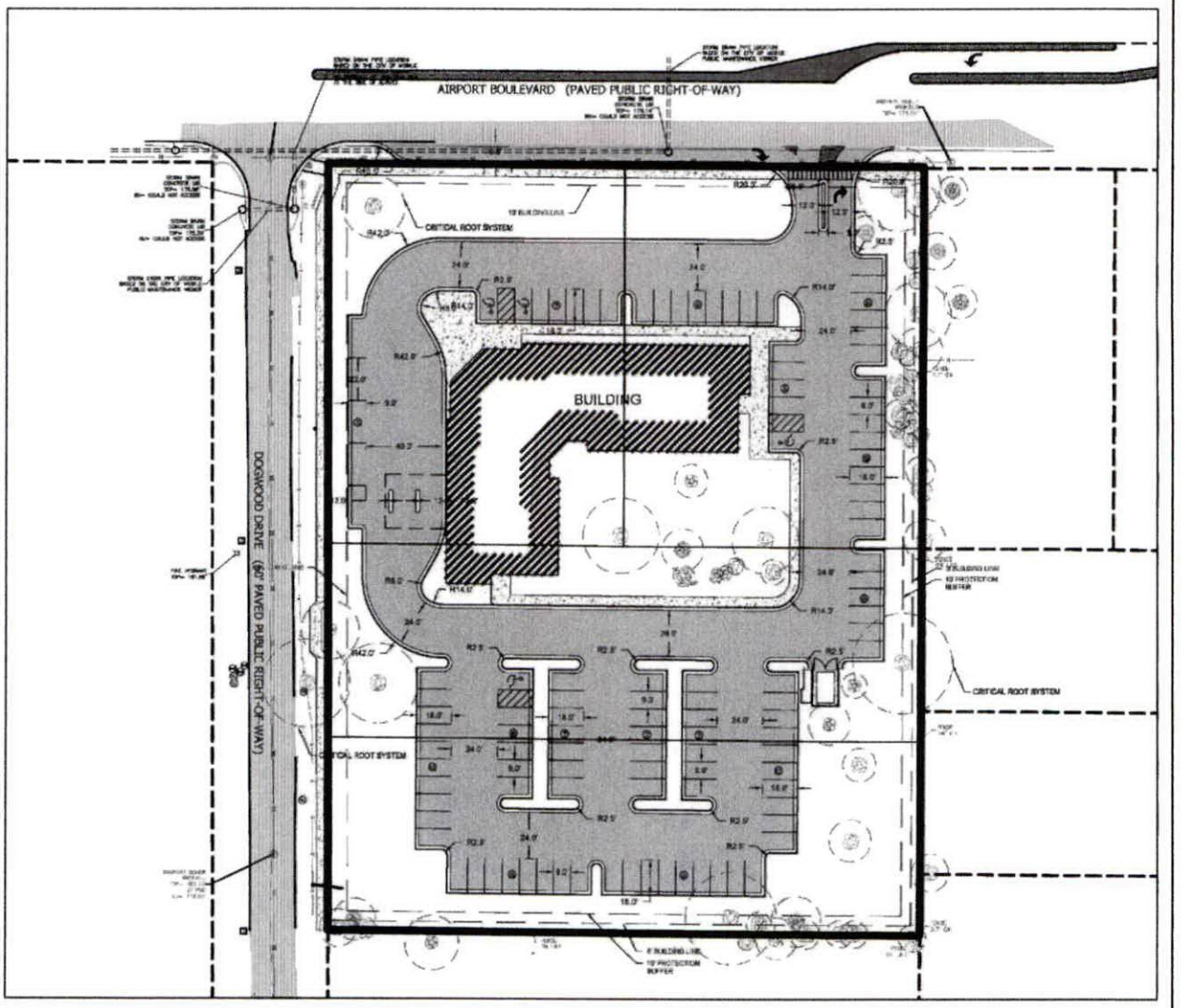
REQUEST Subdivision, Rezoning from R-1 to B-1

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	

N

NTS

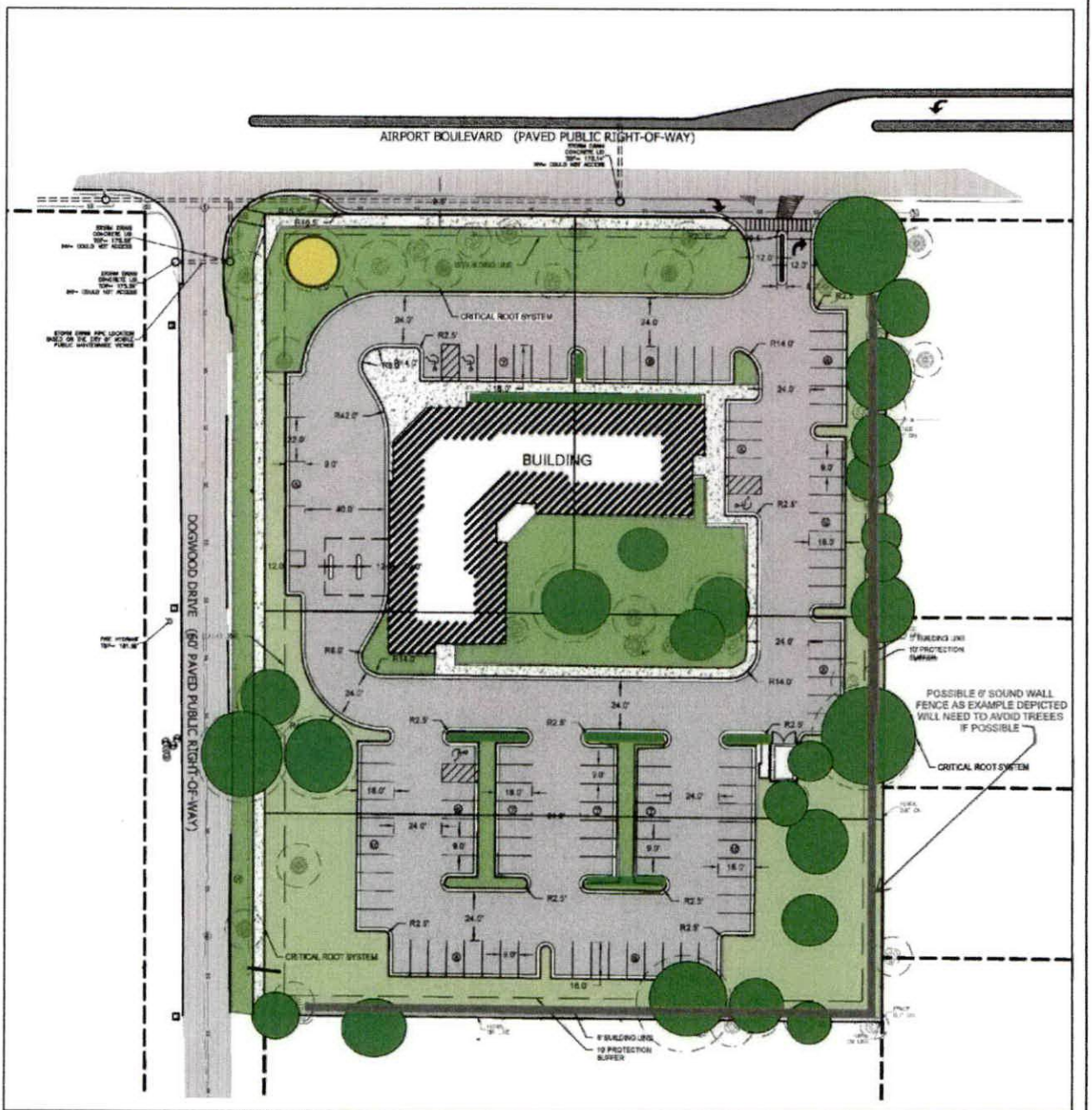
SITE PLAN



The site plan illustrates the proposed building , and parking.

APPLICATION NUMBER 8 DATE November 2, 2023	N
APPLICANT SDC-B1 Subdivision	
REQUEST Subdivision, Rezoning from R-1 to B-1	
	NTS

LANDSCAPE SITE PLAN



APPLICATION NUMBER 8 DATE November 2, 2023

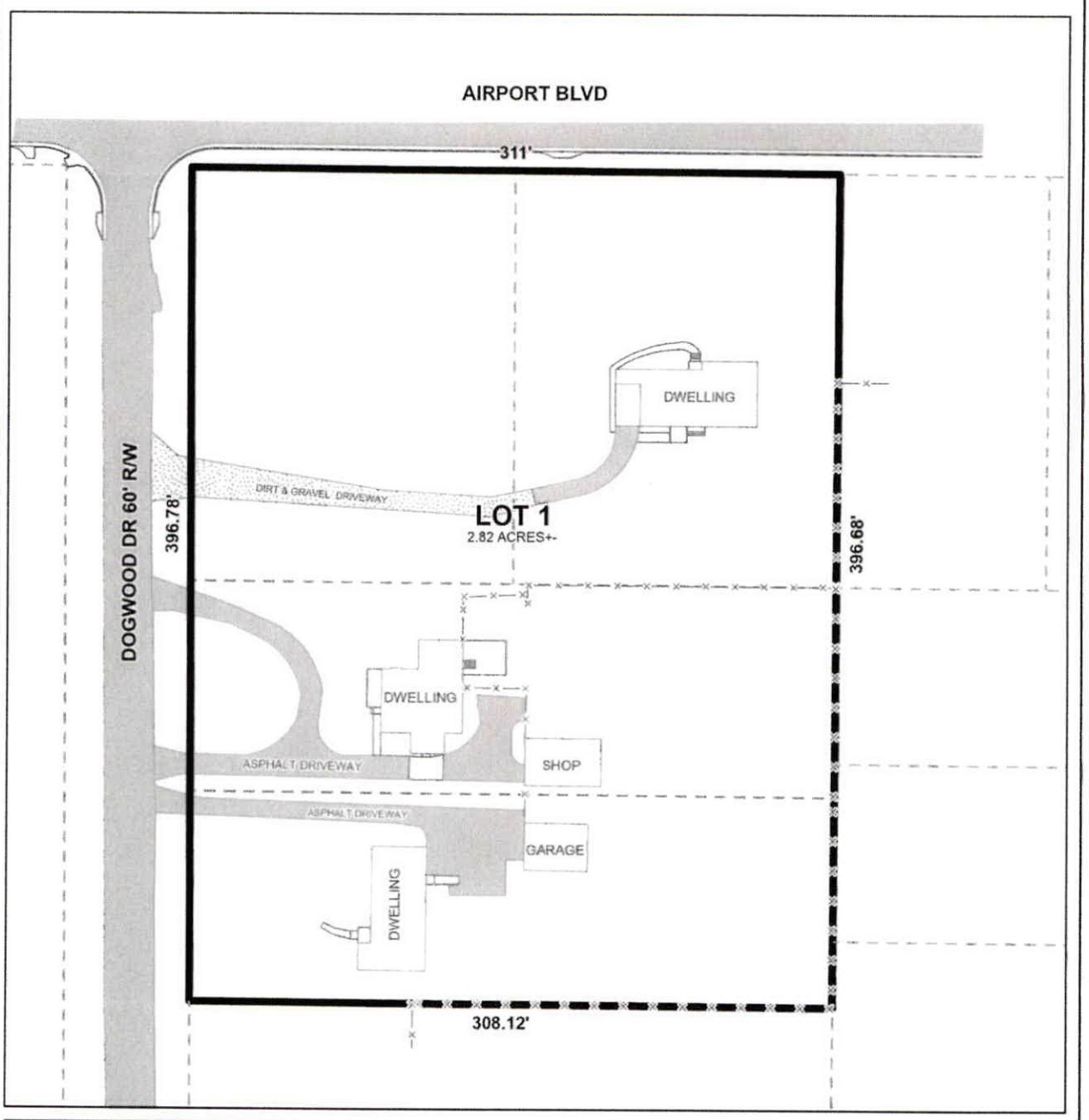
APPLICANT SDC-B1 Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-1

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 8 DATE November 2, 2023

APPLICANT SDC-B1 Subdivision

REQUEST Subdivision, Rezoning from R-1 to B-1

N

NTS

ZONING DISTRICT CORRESPONDENCE MATRIX		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- ○ Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

LOW DENSITY RESIDENTIAL (LDR)

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.

AGENDA ITEM SUMMARY SHEET

Agenda of:5/14/2024

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	4/4/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/4/2024 - 3:06 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 Modification
of a Previously Approved Planned Unit Development
for Property Located at 3674 and 3680 Dauphin Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 6, 2022, a public hearing will be held on the 7th day of **May, 2024,** at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a previously approved Planned Unit Development for property located at 3674 and 3680 Dauphin Street to allow shared access parking between multiple building sites.

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 further modifications other than the ones sought by the applicant, and may take other actions allowed by the law.

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE

WHEREAS, Planned Unit Developments (PUD) were approved on March 9, 1999 and February 13, 2007 to accommodate, in general, new construction and changes to parking and shared access on property located at 3674 & 3680 Dauphin Street and described as follows:

LOT 1-A-1
THAT CERTAIN PIECE OR PORTION OF LAND, DESIGNATED AS LOT 1-A-1 ON PLAT SHOWING RESUBDIVISION OF LOTS 1-A AND 1-B OF COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT 2 INTO LOTS 1-A-1 AND 1-B-1, SITUATED IN SECTION 24, TOWNSHIP 4 SOUTH, RANGE 2 WEST, ST. STEPHENS MERIDIAN, CITY OF MOBILE, COUNTY OF MOBILE, STATE OF ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1-A, COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT 2, AS PER PLAT RECORDED IN MAP BOOK 70, PAGE 85, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF DU RHU DRIVE, ALSO BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY S27°20'20"E A DISTANCE OF 364.10 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 960.16 FEET, ARC LENGTH OF 84.04 FEET AND CHORD BEARING S63°41'07"W A DISTANCE OF 84.01 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE N27°20'20"W A DISTANCE OF 358.47 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE N59°50'54"E A DISTANCE OF 84.10 FEET TO A 5/8" CAPPED IRON ROD SET AND THE POINT OF BEGINNING.
THE ABOVE DESCRIBED TRACT CONTAINS 0.696 ACRES AS SHOWN ON SURVEY BY DUPLANTIS DESIGN GROUP, PC, DATED AUGUST 29, 2023, PROJECT NO. 23-1448,

AND IS SUBJECT TO ANY SERVITUDES, EASEMENTS, AND RESTRICTIONS OF RECORD.

LOT 1-B-1
THAT CERTAIN PIECE OR PORTION OF LAND, DESIGNATED AS LOT 1-B-1 ON PLAT SHOWING RESUBDIVISION OF LOTS 1-A AND 1-B OF COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT 2 INTO LOTS 1-A-1 AND 1-B-1, SITUATED IN SECTION 24, TOWNSHIP 4 SOUTH, RANGE 2 WEST, ST. STEPHENS MERIDIAN, CITY OF MOBILE, COUNTY OF MOBILE, STATE OF ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1-A, COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT 2, AS PER PLAT RECORDED IN MAP BOOK 70, PAGE 85, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF DU RHU

WHEREAS, the owner of said property applied for a Major Modification of a previously approved Planned Unit Development on December 5, 2023 allowing shared access and parking between multiple building sites.

WHEREAS, the Planning Commission held a public hearing on the requested modification on January 18, 2024 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Revision of the Final PUD site plan to reflect any/all revisions to easements as a result of the associated Subdivision request;
2. Retention of a note on the Final Plat stating no structures shall be constructed in any easement without permission from the easement holder;
3. Revision of the site plan to provide a table noting the off-street parking requirements of Table 64-3-12.1 of Article 3 of the UDC for each use of the site, along with the number of parking spaces provided;
4. Retention of the 25-foot minimum building setback line along Du Rhu Drive and Dauphin Street, as required by Section 64-2-13.E. of the Unified Development Code;
5. Retention of the lot size labels in both square feet and acres, or provision of a table on the Final PUD site plan with the same information;
6. Provision of the building sizes in square feet on the Final PUD site plan;
7. Retention of the rights-of-way along all streets on the Final PUD site plan;
8. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
9. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and,
10. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

A. The request is consistent with all applicable requirements of this Chapter;
B. The request is compatible with the character of the surrounding neighborhood;
C. The request will not impede the orderly development and improvement of surrounding property;

D. The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

i. In making this determination, the Planning Commission and City Council considered the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
ii. Includes adequate public facilities and utilities;

E. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;

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

Section One: That the Major Modification of the PUD is hereby approved with the following required conditions:

1. Revision of the Final PUD site plan to reflect any/all revisions to easements as a result of the associated Subdivision request;
2. Retention of a note on the Final Plat stating no structures shall be constructed in any easement without permission from the easement holder;
3. Revision of the site plan to provide a table noting the off-street parking requirements of Table 64-3-12.1 of Article 3 of the UDC for each use of the site, along with the number of parking spaces provided;
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5. Retention of the lot size labels in both square feet and acres, or provision of a table on the Final PUD site plan with the same information;
6. Provision of the building sizes in square feet on the Final PUD site plan;
7. Retention of the rights-of-way along all streets on the Final PUD site plan;
8. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
9. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and,
10. 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 UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 7th day of May 14, 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 Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 17th day of April, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 3674 & 3680 Dauphin Street.

The proposed amendment will modify Planned Unit Developments (PUD) that were approved for said location on March 9, 1999 and February 13, 2007. The owner of said property has applied for a Major Modification of the PUD allowing shared access and parking between multiple building sites. If approved, the major modification will allow shared access and parking between multiple building sites subject to the following proposed conditions 1. Revision of the Final PUD site plan to reflect any/all revisions to easements as a result of the associated Subdivision request; 2. Retention of a note on the Final Plat stating no structures shall be constructed in any easement without permission from the easement holder; 3. Revision of the site plan to provide a table noting the off-street parking requirements of Table 64-3-12.1 of Article 3 of the UDC for each use of the site, along with the number of parking spaces provided; 4. Retention of the 25-foot minimum building setback line along Du Rhu Drive and Dauphin Street, as required by Section 64-2-13.E. of the Unified Development Code; 5. Retention of the lot size labels in both square feet and acres, or provision of a table on the Final PUD site plan with the same information; 6. Provision of the building sizes in square feet on the Final PUD site plan; 7. Retention of the rights-of-way along all streets on the Final PUD site plan; 8. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council; 9. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and, 10. Full compliance with all municipal codes and ordinances.

This proposed amendment to the Unified Development Code will be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE

WHEREAS, Planned Unit Developments (PUD) were approved on March 9, 1999 and February 13, 2007 to accommodate, in general, new construction and changes to parking and shared access on property located at 3674 & 3680 Dauphin Street and described as follows:

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LOT 1-B-1
THAT CERTAIN PIECE OR PORTION OF LAND, DESIGNATED AS LOT 1-B-1 ON PLAT SHOWING RESUBDIVISION OF LOTS 1-A AND 1-B OF COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT 2 INTO LOTS 1-A-1 AND 1-B-1, SITUATED IN SECTION 24, TOWNSHIP 4 SOUTH, RANGE 2 WEST, ST. STEPHENS MERIDIAN, CITY OF MOBILE, COUNTY OF MOBILE, STATE OF ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1-A, COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT 2, AS PER PLAT RECORDED IN MAP BOOK

70, PAGE 85, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF DU RHU

WHEREAS, the owner of said property applied for a Major Modification of a previously approved Planned Unit Development on December 5, 2023 allowing shared access and parking between multiple building sites.

WHEREAS, the Planning Commission held a public hearing on the requested modification on January 18, 2024 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Revision of the Final PUD site plan to reflect any/all revisions to easements as a result of the associated Subdivision request;
2. Retention of a note on the Final Plat stating no structures shall be constructed in any easement without permission from the easement holder;
3. Revision of the site plan to provide a table noting the off-street parking requirements of Table 64-3-12.1 of Article 3 of the UDC for each use of the site, along with the number of parking spaces provided;
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5. Retention of the lot size labels in both square feet and acres, or provision of a table on the Final PUD site plan with the same information;
6. Provision of the building sizes in square feet on the Final PUD site plan;
7. Retention of the rights-of-way along all streets on the Final PUD site plan;
8. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
9. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and,
10. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

A. The request is consistent with all applicable requirements of this Chapter;
B. The request is compatible with the character of the surrounding neighborhood;
C. The request will not impede the orderly development and improvement of surrounding property;
D. The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    i. In making this determination, the Planning Commission and City Council considered the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    ii. Includes adequate public facilities and utilities;

E. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;

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

Section One: That the Major Modification of the PUD is hereby approved with the following required conditions:

1. Revision of the Final PUD site plan to reflect any/all revisions to easements as a result of the associated Subdivision request;
2. Retention of a note on the Final Plat stating no structures shall be constructed in any easement without permission from the easement holder;
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9. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and,
10. 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

ABML, LLC (Evan Geerts, Duplantis Design Group, PC, Agent)
3674 & 3680 Dauphin Street
Council District 7
Gina Gregory

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

April 3, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of January 18, 2024 considered the request of ABML, LLC (Evan Geerts, Duplantis Design Group, PC, Agent), for a Major Modification of a previously approved Planned Unit Development (PUD) allowing shared access and parking between multiple building sites for the property located at 3674 & 3680 Dauphin Street.

After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Revision of the Final PUD site plan to reflect any/all revisions to easements as a result of the associated Subdivision request;
2. Retention of a note on the Final Plat stating no structures shall be constructed in any easement without permission from the easement holder;
3. Revision of the site plan to provide a table noting the off-street parking requirements of Table 64-3-12.1 of Article 3 of the UDC for each use of the site, along with the number of parking spaces provided;
4. Retention of the 25-foot minimum building setback line along Du Rhu Drive and Dauphin Street, as required by Section 64-2-13.E. of the Unified Development Code;
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9. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and,
10. 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

January 22, 2024

ABML, LLC
Post Office Box 7475
Mobile, Alabama 36670

Re: 3674 & 3680 Dauphin Street
MOD-002781-2023
College Park Northwestern Quadrangle Subdivision, Unit 2, Resubdivision of Lots 1-A & 1-B into Lots 1-A-1 & 1-B-1
ABML, LLC (Evan Geerts, Duplantis Design Group, PC, Agent)
District 7
Modification of a previously approved Planned Unit Development allowing shared access and parking between multiple building sites.

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

At its meeting on January 18, 2024, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined the following Findings of Fact to support modification of the previously approved Planned Unit Development:

A. The request is consistent with all applicable requirements of this Chapter;
B. The request is compatible with the character of the surrounding neighborhood;
C. The request will not impede the orderly development and improvement of surrounding property;
D. The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    i. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    ii. Includes adequate public facilities and utilities;

E. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;

Based on the Findings of Fact, the Planning Commission voted to recommend Approval of the Major Planned Unit Development Modification to the City Council, subject to the following conditions:

1. Revision of the Final PUD site plan to reflect any/all revisions to easements as a result of the associated Subdivision request;
2. Retention of a note on the Final Plat stating no structures shall be constructed in any easement without permission from the easement holder;
3. Revision of the site plan to provide a table noting the off-street parking requirements of Table 64-3-12.1 of Article 3 of the UDC for each use of the site, along with the number of parking spaces provided;
4. Retention of the 25-foot minimum building setback line along Du Rhu Drive and Dauphin Street, as required by Section 64-2-13.E. of the Unified Development Code;
5. Retention of the lot size labels in both square feet and acres, or provision of a table on the Final PUD site plan with the same information;
6. Provision of the building sizes in square feet on the Final PUD site plan;
7. Retention of the rights-of-way along all streets on the Final PUD site plan;
8. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
9. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and,
10. Full compliance with all municipal codes and ordinances.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

The advertising fee for this application based on the current legal description is **$647.52**. 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
December 29, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: 3674 & 3680 Dauphin Street
MOD-002781-2023
College Park Northwestern Quadrangle Subdivision, Unit 2, Resubdivision of Lots 1-A & 1-B into Lots 1-A-1 & 1-B-1
ABML, LLC (Evan Geerts, Duplantis Design Group, PC, Agent)
District 7
Modification of a previously approved Planned Unit Development allowing shared access and parking between multiple building sites.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, January 18, 2024, 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.

Your presence, or that of your agent, is required at this hearing. Failure to participate in 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:

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

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, by 2:00 p.m. on Wednesday, January 17, 2024, 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
December 29, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: 3674 & 3680 Dauphin Street
MOD-002781-2023
College Park Northwestern Quadrangle Subdivision, Unit 2, Resubdivision of Lots 1-A & 1-B into Lots 1-A-1 & 1-B-1
ABML, LLC (Evan Geerts, Duplantis Design Group, PC, Agent)
District 7
Modification of a previously approved Planned Unit Development allowing shared access and parking between multiple building sites.

Dear Property Owner(s):

This letter is to advise property owners within 300 feet, as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, January 18, 2024, 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.

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.

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:

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

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, by 2:00 p.m. on Wednesday, January 17, 2024, 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 Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes.

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

City of Mobile · Planning & Zoning

Planning Commission Application

For hard copy submissions, 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) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit $500
Conditional Use Permit for Above-Ground Oil Storage Tank* $1,500
Conditional Use Permit for Hazardous Substance Storage Tank* $1,500
Rezoning, Text Amendment, or Specific Area Plan $500
Planned Development $500
Planning Approval or Planned Unit Development $500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ **Conditional Use Permits** — Checklist A

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments** — Checklist B

☐ **Planned Development** — Checklist C

■ **Previously approved Planning Approvals or Planned Unit Development** — Checklist D

Have you provided the required information on the corresponding checklist? ■ Yes ☐ No

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1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	ABML, LLC	Evan Geerts
Firm:		Duplantis Design Group, PC (a.k.a. DDG)
Phone:	251.471.1000	251.930.5891
Email:	benson@wsinvestllc.com	egeerts@ddgpc.com
Address:	P.O. Box 7475, Mobile, AL 36670	3703 Old Shell Road, Mobile, AL 36608

	Owner	Design Professional
Name:	ABML, LLC	Evan Geerts
Firm:		Duplantis Design Group, PC (a.k.a. DDG)
Phone:	251.471.1000	251.930.5891
Email:	benson@wsinvestllc.com	egeerts@ddgpc.com
Address:	P.O. Box 7475, Mobile, AL 36670	3703 Old Shell Road, Mobile, AL 36608

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

3680 Dauphin Street, Mobile, AL 36608
Property Address

78,533 SF
Property Area (acres or square feet)

2806241000002.008
Parcel Number(s) or Key Number(s)

B-2
Present Zoning or Transect District

N/A
Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

4. 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).

5. 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.

Owner Signature

12-4-2023
Date

2023.12.05 11:05:02-06'00'

Applicant or Agent Signature (if applicable)

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 Planning Commission/City Council 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 or Agent Signature

12-4-2023
Date

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ■ Planning Commission Application
- ☐ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

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1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   The proposal does not materially change the previously approved PUD and therefore is not expected to change it's alignment with the comprehensive plan as would have been considered by planning on previous occasions. This request is to accommodate a corresponding subdivision request for a minor lot line adjustment between two parcels. The modification is consistent with the intent of the Suburban Center by its allowance of grater density, and enabling of the redevelopment of the former Atlanta Bread location.

   Mixed Commercial Corridor

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

   The proposal does not change the character of the surrounding neighborhood. The two affected properties will remain largely as they are - as previously approved.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

   The adjustment of the lot line will clean up the title for both affected tracts and enable a more straightforward and code-compliant redevelopment of the current Atlanta Bread site at such a time as redevelopment is viable.

4. Does the site design include adequate public facilities and utilities? ■ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ■ Yes ☐ No

6. Please provide the following information:

- The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

No proposed change.

- The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

No proposed change.

- Lighting:

No proposed change.

- Hours of operation:

- Other conditions that are unique to the use of the property:

The common lot line requires adjustment.

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

No changes to the previously approved plans outside the adjustment of the common lot line are proposed.

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

The proposed lot line adjustment will clean up title and is expected to enable redevelopment of the former Atlanta Bread site in the future. Any redevelopment will follow the approval processes of the City of Mobile.

Application Submission
Contact Information

Name of Project RESUBDIVISION OF LOTS 1-A & 1-B, COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT 2 INTO LOTS 1-A-1 & 1-B-1

Address 3680 DAUPHIN STREET, MOBILE, AL 36608

Owner AMBL LLC

Address P.O. Box 7475, Mobile, AL Zip Code 36670

Phone 251.471.1000 Fax _____ Email BENSON@WSINVESTLLC.COM

Authorized Agent DDG - Evan M. Geerts

Address 3703 Old Shell Road, Mobile AL Zip Code 36608

Phone 2519305891 Fax _____ Email egeerts@ddgpc.com

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer DDG - Evan M. Geerts

Address 3703 Old Shell Road, Mobile, AL Zip Code 36608

Phone 251-930-5891 Fax _____ Email egeerts@ddgpc.com

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Affidavit of Ownership and Authorization

We, the undersigned owners of the property described below and shown on the attached PUD plan, hereby:

1. Request a Subdivision and PUD Modification as noted on the application documents for the subject property.
2. Grant permission, if required, to the City of Mobile or its agent(s) to erect a sign on said property for the purposes of public notice associated with the requested action(s).
3. Authorize the agent(s) listed below to act on our behalf in the subject application with the City of Mobile and the boards, commission, committees, or other public bodies thereof, and other Authorities Having Jurisdiction associated with the action requested.
4. Acknowledge that we have read and understood the requirements and procedures for such application and the laws, codes, and regulations pertaining thereto.

Petitioned Property

Address: 3680 Dauphin Street, Mobile, AL 36608 & 3674 Dauphin Street, Mobile, AL 36608

Section: 24 Township: 4S Range: 2W

Parcel Number(s): 2806241000002.008

Authorized Applicant

Name: Evan M. Geerts or designee

Company: Duplantis Design Group, PC

See pages 2-3 for individual owner signatures.

Owner(s) of Petitioned Property

Parcel ID, Lot #:	2806241000002.008
Parcel Owner:	ABML, LLC
Mailing Address:	P.O. Box 7475
City, State & Zip:	Mobile, AL 36670
Email:	benson@wsinvestllc.com
Phone:	251.471.1000
Signature:	
Printed Name:	John White-Spunner
Date:	12-4-2023
Title:	

Parcel ID, Lot #:	R022807253000001.13
Parcel Owner:	
Mailing Address:	
City, State & Zip:	
Email:	
Phone:	
Signature:	
Printed Name:	John White-Spunner
Date:	12-4-2023
Title:	

RESUBDIVISION OF LOTS 1-A & 1-B, COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT 2 INTO LOTS 1-A-1 & 1-B-1

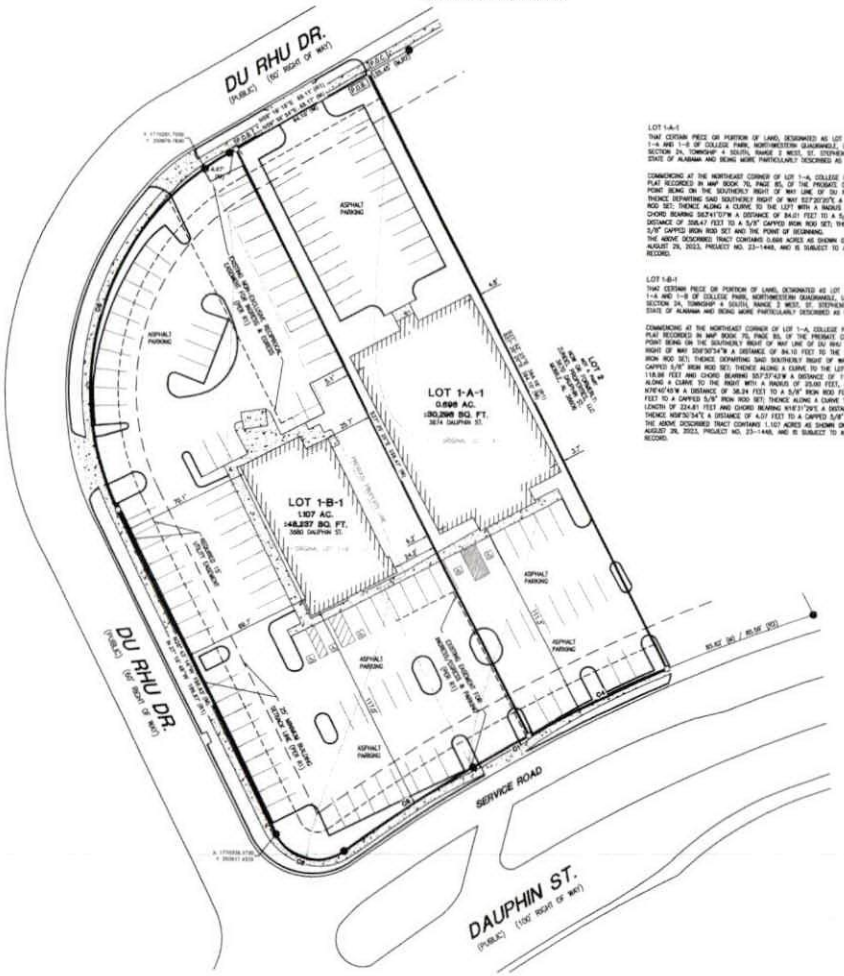
SITUATED IN
SECTION 24, TOWNSHIP 4 SOUTH, RANGE 2 WEST,
ST. STEPHENS MERIDIAN
CITY OF MOBILE
MOBILE COUNTY, ALABAMA

NOTES: MEASURED BEARINGS BASED ON GRID NORTH, ALABAMA — LAKE WEST ZONE NAD 83 AS DERIVED FROM GPS OBSERVATIONS USING THE OPUS UTILITY (2023.A.0).

COORDINATES SHOWN ARE GROUND, EXPRESSED IN US SURVEY FEET, AS DERIVED FROM THE GRID COORDINATE VALUES OF (N:1760556.4910 E:1770280.2130) FOR CONTROL POINT 1, A CAPPED 5/8" IRON ROD SET, VALUES FOR CONTROL POINT 1 ARE ALABAMA STATE PLANE WEST ZONE NAD 83 AS DETERMINED BY GPS OBSERVATIONS USING THE OPUS UTILITY (2023.A.0), COMBINED FACTOR: (1.0000811 7), CONVERGENCE ANGLE: (-0°19'16.56")

REFERENCES:

1. COLLEGE PARK NORTHWESTERN QUADRANGLE, UNIT 2, RESUBDIVISION OF LOT 1 INTO LOTS 1-A AND 1-B, BY DONALD F. COLEMAN, PLS; DATED 02/12/1999; RECORDED IN MAP BOOK 61, PAGE 83.
2. COLLEGE PARK NORTHWESTERN QUADRANGLE, UNIT 2, RESUBDIVISION OF LOT 2-A INTO LOTS 1 AND 2, BY DONALD F. COLEMAN, PLS; COMPLETED IN 1984, RECORDED IN MAP BOOK 70, PAGE 85.



PLAN
SCALE: 1" = 30'



VICINITY MAP
NOT TO SCALE

LEGEND

- ● 5/8" IRON ROD FOUND
- ○ 5/8" CAPPED IRON ROD SET
- (R) REFERENCE
- (M) MEASURED
- PROPERTY LINE
- PREVIOUS PROPERTY LINE
- ADJACENT PROPERTY LINE
- SERVITUDE/EASEMENT LINE
- BUILDING SETBACK LINE
- CONCRETE

WETLANDS NOTE:

FROM HISTORICAL DATA SHOWN ON NATIONAL WETLANDS INVENTORY (20 DATABASE PART OF THE PROPERTY WAS DOCUMENTED BY FRESHWATER FORESTED/ SHRUB WETLANDS. IT IS ASSUMED BY DDG THAT MITIGATION HAS BEEN PROVIDED IN THE PAST, AS THIS IS A DEVELOPED SITE CURRENTLY.

FLOOD ZONE NOTE:

SURVEYOR HAS CONSULTED THE FEMA FLOOD INSURANCE RATE MAP (F.I.R.M.) FOR THIS LOCATION AND FOUND THAT THE SUBJECT PROPERTY IS NOT IN A SPECIAL FLOOD HAZARD AREA.

FLOOD ZONE: "X"
BASE FLOOD ELEVATION: NOT INDICATED
COMMUNITY PANEL NO. 0108720534L
EFFECTIVE DATE: 06/05/2020
(CONTACT CITY OF MOBILE FOR ADDITIONAL ELEVATION REQUIREMENTS.)

ACCEPTANCE OF OWNER

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 OWNER/MANAGER, IS SIGNED TO THE FOREGOING INSTRUMENT AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY, THAT BEING INFORMED OF THE CONTENTS WITHIN INSTRUMENT, 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: _____

_____
NOTARY PUBLIC

PLANNING COMMISSION

_____
PLANNING COMMISSION

TRAFFIC ENGINEER

_____
PLANNING COMMISSION

CITY ENGINEER

_____
CITY ENGINEER

LOT 1-A-1

THAT CERTAIN PIECE OR PORTION OF LAND, DESIGNATED AS LOT 1-A-1 ON PLAT SHOWING RESUBDIVISION OF LOTS 1-A AND 1-B OF COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT 2 INTO LOTS 1-A-1 AND 1-B-1, SITUATED IN SECTION 24, TOWNSHIP 4 SOUTH, RANGE 2 WEST, ST. STEPHENS MERIDIAN, CITY OF MOBILE, COUNTY OF MOBILE, STATE OF ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1-A, COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT 2, AS PER PLAT RECORDED IN MAP BOOK 70, PAGE 85, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF DU RHU DRIVE, ALSO BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY S27°20'26"E A DISTANCE OF 364.10 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 940.16 FEET, ARC LENGTH OF 84.24 FEET AND CHORD BEARING S62°41'07"W A DISTANCE OF 84.01 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE N27°20'26"W A DISTANCE OF 358.47 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE N59°36'54"E A DISTANCE OF 84.10 FEET TO A 5/8" CAPPED IRON ROD SET AND THE POINT OF BEGINNING.
THE ABOVE DESCRIBED TRACT CONTAINS 0.598 ACRES AS SHOWN ON SURVEY BY DUPLANTIS DESIGN GROUP, PC, DATED AUGUST 29, 2023, PROJECT NO. 23-1448, AND IS SUBJECT TO ANY SERVITUDES, EASEMENTS, AND RESTRICTIONS OF RECORD.

LOT 1-B-1

THAT CERTAIN PIECE OR PORTION OF LAND, DESIGNATED AS LOT 1-B-1 ON PLAT SHOWING RESUBDIVISION OF LOTS 1-A AND 1-B OF COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT 2 INTO LOTS 1-A-1 AND 1-B-1, SITUATED IN SECTION 24, TOWNSHIP 4 SOUTH, RANGE 2 WEST, ST. STEPHENS MERIDIAN, CITY OF MOBILE, COUNTY OF MOBILE, STATE OF ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1-A, COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT 2, AS PER PLAT RECORDED IN MAP BOOK 70, PAGE 85, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF DU RHU DRIVE; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY S59°36'54"W A DISTANCE OF 84.10 FEET TO THE POINT OF BEGINNING, MARKED BY A 5/8" CAPPED IRON ROD SET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY S27°20'26"E A DISTANCE OF 358.47 FEET TO A CAPPED 5/8" IRON ROD SET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 940.16 FEET, ARC LENGTH OF 118.98 FEET AND CHORD BEARING S57°37'42"W A DISTANCE OF 118.98 FEET TO A 5/8" IRON ROD FOUND; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, ARC LENGTH OF 43.54 FEET AND CHORD BEARING N76°40'45"W A DISTANCE OF 38.24 FEET TO A 5/8" IRON ROD FOUND; THENCE N27°47'14"W A DISTANCE OF 198.63 FEET TO A CAPPED 5/8" IRON ROD SET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 140.80 FEET, ARC LENGTH OF 224.81 FEET AND CHORD BEARING N18°31'29"E A DISTANCE OF 200.83 FEET TO A 5/8" IRON ROD FOUND; THENCE N59°36'54"E A DISTANCE OF 4.07 FEET TO A CAPPED 5/8" IRON ROD SET AND THE POINT OF BEGINNING.
THE ABOVE DESCRIBED TRACT CONTAINS 1.107 ACRES AS SHOWN ON SURVEY BY DUPLANTIS DESIGN GROUP, PC, DATED AUGUST 29, 2023, PROJECT NO. 23-1448, AND IS SUBJECT TO ANY SERVITUDES, EASEMENTS, AND RESTRICTIONS OF RECORD.

NOTES:

1. THE PROPERTY DESCRIBED HEREON IS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP NO. 01087C0534L, DATED 06/05/2020 AND IS SHOWN TO BE IN FLOOD ZONE "X".
2. NO STRUCTURE SHALL BE LOCATED IN ANY EASEMENTS UNLESS APPROVED BY THE EASEMENT HOLDER.
3. 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 19; AND THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORM WATER RUNOFF CONTROL.
4. APPROVAL OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO ISSUANCE OF A LAND DISTURBANCE PERMIT.
5. SIDEWALK IS REQUIRED TO BE CONSTRUCTED, AND/OR REPAIRED, ALONG THE FRONTAGE OF EACH LOT, OR PARCEL, AT THE TIME OF A NEW DEVELOPMENT OR CONSTRUCTION, UNLESS A SIDEWALK WAIVER IS APPROVED.
6. ALL EXISTING AND PROPOSED DETENTION FACILITIES, COMMON AREA, AND WETLANDS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER(S), AND NOT THE RESPONSIBILITY OF THE CITY OF MOBILE.
7. ALL EASEMENTS SHALL REMAIN IN EFFECT UNTIL VACATED THROUGH THE PROPER VACATION PROCESS.
8. 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 1981 REGULAR SESSION OF THE ALABAMA LEGISLATURE (ACTS 1981, P. 1487), AS AMENDED, AND THE CITY CODE CHAPTERS 57 AND 65). PRIVATE REMOVAL OF TREES IN THIS RIGHT-OF-WAY WILL REQUIRE APPROVAL OF THE MOBILE TREE COMMISSION. REMOVAL OF HERITAGE TREES FROM UNDEVELOPED RESIDENTIAL SITES IN HISTORIC DISTRICTS AND ALL COMMERCIAL SITES WILL REQUIRE A TREE REMOVAL PERMIT.
9. 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 ALL COMMERCIAL AND RESIDENTIAL BUILDINGS. A FIRE HYDRANT IS REQUIRED TO BE WITHIN 400' OF NON-SPRINKLED COMMERCIAL BUILDINGS AND 600' OF SPRINKLED BUILDINGS.
10. BEARINGS AND DISTANCES ON THE PLAT ARE BASED ON AND REFERENCED TO THE ALABAMA STATE PLANE COORDINATES SYSTEM GRID (NAD 83 – WEST ZONE)
CONVERGENCE ANGLE: -0.317522000
SCALE FACTOR: 0.999978166
11. NO STRUCTURES ARE ALLOWED IN ANY EASEMENTS WITHOUT THE EASEMENT HOLDER'S PERMISSION.
12. AS SHOWN ON THE 1984 AERIAL PHOTOS (FLIGHT 25 – 276) LOT 1-A-1 AND LOT 1-B-1 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-A-1 – NONE, AND LOT 1-B-1 – NONE.
13. A 25' RIPARIAN BUFFER MAY BE REQUIRED, DURING DEVELOPMENT, ALONG THE EDGE OF ANYTHING CONSIDERED BY ADEM TO BE A WATER OF THE STATE.
14. SITE IS LIMITED TO DRIVEWAYS AS SHOWN ON THE APPROVED PUD PLAN WITH SIZE, LOCATION, AND DESIGN TO BE APPROVED BY ALDOT (WHERE APPLICABLE) AND TRAFFIC ENGINEERING AND CONFORM TO ARMTO STANDARDS. 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.

ZONING: B-2 SUBURBAN - NEIGHBORHOOD BUSINESS DISTRICT

LOT AREA (MINIMUM):	7,200 SQUARE FEET
DENSITY (MAXIMUM):	23 DWELLING UNITS/ACRE
COVERAGE (MAXIMUM):	50%
HEIGHT (MAXIMUM):	45 FEET
FRONT YARD (MINIMUM):	25 FEET
SIDE YARD (MINIMUM):	0 OR 3 FEET/AND REQUIRED BUFFER
REAR YARD (MINIMUM):	0 OR 3 FEET/AND REQUIRED BUFFER
LANDSCAPING PERCENT:	15%

SITE DATA:

TOTAL AREA:	1.803 ACRES/±78,533 SQUARE FEET
LOTS:	2
LARGEST LOT:	1-B-1/±48,237 SQUARE FEET
SMALLEST LOT:	1-A-1/30,298 SQUARE FEET

OWNER/APPLICANT:
ABM, LLC
PO BOX 7475
MOBILE, AL 36670-0475

Curve Table

CURVE #	ARC LENGTH	RADIUS	CHORD BEARING AND DISTANCE	REFERENCE ARC LENGTH	REFERENCE RADIUS	REFERENCE CHORD BEARING AND DISTANCE
C1	352.00'	940.16'	N59°36'54"E \ 351.42'	352.10'	940.16'	N59°36'54"E \ 350.06'
C2	43.54'	25.00'	N76°40'45"W \ 38.24'	43.47'	25.00'	
C3	224.81'	140.80'	N18°31'29"E \ 200.83'	224.81'	140.80'	
C4	84.24'	940.16'	S62°41'07"W \ 84.01'			
C5	118.98'	940.16'	S57°37'42"W \ 118.98'			

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

DATE OF SURVEY: 08/29/2023

PRELIMINARY - NOT TO BE USED FOR CONSTRUCTION, BIDDING, RECORDATION, CONVEYANCE, SALES, OR AS THE BASIS FOR THE ISSUANCE OF A PERMIT.

DEVON C. RICHARD, P.L.S.| AL REG. 30498
REGISTERED PROFESSIONAL LAND SURVEYOR
DRICHARD@DDGPC.COM

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RESUBDIVISION
MOBILE, ALABAMA
CITY OF MOBILE, MOBILE COUNTY
ABM, LLC

DDG
16564 E. BREWSTER ROAD | SUITE 101
COVINGTON, LA
985.249.0180
SURVEY

PROJECT NO: 23-1448
23-1448_SD_20230831.DWG
08/28/2023

CHECKED: DCR
DRAWN BY: SLM

SHEET NAME
1-1

AMBL LLC
PO BOX 7475
MOBILE, AL 36670

AMBL LLC
PO BOX 7475
MOBILE, AL 36670

SPRINGHILL COLLEGE C/O LEGACY VILLAGE, LLC
5119 MAGAZINE STREET
NEW ORLEANS, LA 70115

3700 DAUPHIN LLC, AN ALABAMA LLC
61 JORDAN LANE
MOBILE, AL 36608

SPRINGHILL REALTY ASSOC., AN ALABAMA GENERAL PARTNERSHIP
3701 DAUPHIN STREET
MOBILE, AL 36608

LEGACY VILLAGE SHOPPING CENTER LLC, C/O MORRISON INVESTMENT GROUP LLC
5119 MAGAZINE STREET
NEW ORLEANS, LA 70115

DAUPHIN WAY BAPTIST CHURCH
3661 DAUPHIN STREET
MOBILE, AL 36604

DAUPHIN 65 LLC
118 N ROYAL ST, STE 700,
MOBILE, AL 36602

ZUNDEL PROPERTIES L L C
3670 DAUPHIN ST
MOBILE, AL 36606

DAUPHIN SPRINGHILL CENTER
3279 AIRPORT BLVD
MOBILE, AL 36606

SMARTBANK
5401 KINGSTON PIKE, STE 600
KNOXVILLE, TN 37919

MILLER DAN A
213 LANIER AVE
MOBILE, AL 36607

DUPLANTIS DESIGN GROUP
3703 OLD SHELL RD
MOBILE, AL 36608

Agenda Item #: 4

SUB-002700-2023 & MOD-002781-2023

View additional details on this proposal and all application materials using the following link:

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Planned Unit Development Modification

DETAILS

Location:
3674 & 3680 Dauphin Street

Applicant / Agent:
ABML, LLC (Evan Geerts, Duplantis Design Group, PC, Agent)

Property Owner:
ABML, LLC

Current Zoning:
B-2, Neighborhood Business Suburban District

Future Land Use:
Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Schedule for Development:

- N/A

Proposal:

- Subdivision approval to create two (2) legal lots of record
- Modification of a previously approved Planned Unit Development

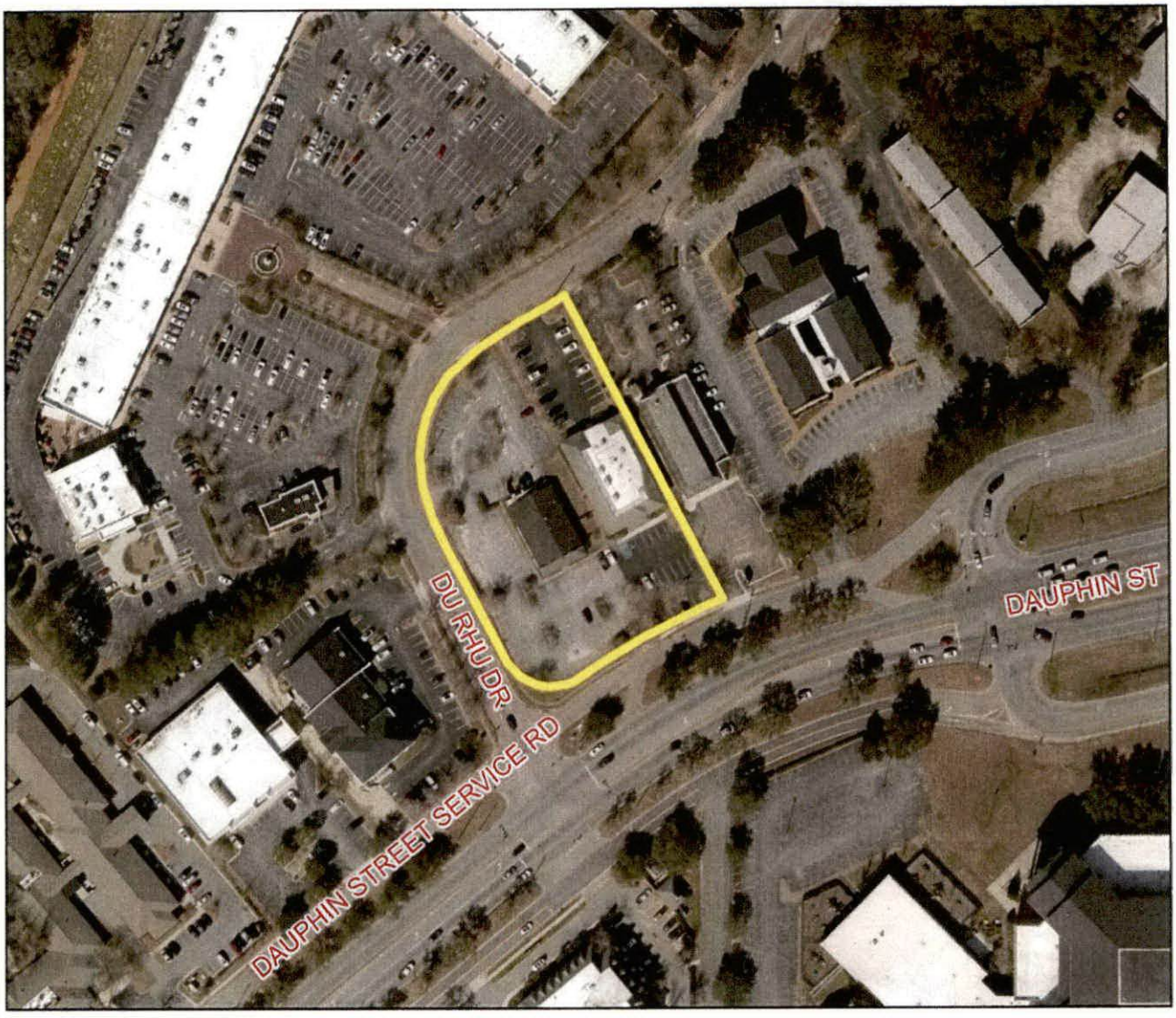
Considerations:

1. Subdivision proposal with ten (10) conditions; and
2. Modification of a previously approved Planned Unit Development with ten (10) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 6
Exhibits 9

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units.

APPLICATION NUMBER 4 DATE January 18, 2024

APPLICANT College Park Northwestern Quadrangle Sub, Unit 2, Resub of Lots 1-A & 1-B into Lots 1-A-1 & 1-B-1

REQUEST Subdivision, PUD Modification

N

NTS

SITE HISTORY

The site is part of Lot 2 of the original 30-lot, College Park Northwestern Quadrangle Unit Two Subdivision, the plat for which was recorded in Mobile County Probate Court in 1970.

In April 1986 the Planning Commission approved a Planned Unit Development (PUD) for Lot 2 of the aforementioned subdivision to allow three (3) office buildings with retail facilities on a single building site, with shared access and parking. The Commission also recommended approval of rezoning the site from B-1, Buffer Business District, to B-2, Neighborhood Business District, the ordinance for which was adopted by City Council at its May 27, 1986 meeting.

Subdivision of the aforementioned Lot 2 into three (3) lots (Lots 2-A, 2-B, and 2-C) was approved by the Commission in March 1995, and subsequently recorded in Probate Court. A plat recorded in Probate Court in June 1996 illustrates the subdivision of "Lot 2-A" into two (2) lots, labeled "Lots 1 and 2".

In October 1998 the Planning Commission approved a request to subdivide Lot 1 (of the previous Lot 2-A) into two (2) lots, labeled "Lots 1-A and 1-B".

Amendments to the PUD approved in 1986 were administratively reviewed and approved by Planning staff in 1996, 1999, and 2007 to accommodate, in general, new construction and changes to parking and shared access. The PUD approvals from 1999 and 2007 overlay Lots 1-A and 1-B of the site's most recent subdivision (1998). As such, the Major Modification request seeks to amend these approvals to reflect the changes proposed by the concurrent subdivision request.

There have been no Board of Zoning Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

Subdivision

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

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 legible street names to the vicinity map.
C. Show and label the flood zone as X(unshaded).
D. Revise the signature block for the Traffic Engineer from "PLANNING COMMISSION" to "TRAFFIC ENGINEER".
E. Revise NOTE #12 from "...(FLIGHT 25 - #79)..." to "...(FLIGHT 24 - #76)...".
F. 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 Modification (MOD-002781-2023)

1. Revise the drawing name from RESUBDIVISION to PUD Site Plan.

2. Delete the three (3) City signature blocks, Surveyor Certification, and the other unnecessary items from the Site Plan.
3. Add the following notes to the PUD Site Plan:
    a. 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).
    b. 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.
    c. 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.
    d. 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.
    e. 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.
    f. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Site is limited to driveways as shown on the approved PUD plan with size, location, and design to be approved by ALDOT (where applicable) and Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

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 (2021 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.

Planning Comments:

Subdivision

The purpose of this subdivision request is to shift a shared property line by resubdividing two (2) existing legal lots of record into two (2) new legal lots of record. The site is served by public water and sanitary sewer.

Proposed Lots 1-A-1 and 1-B-1 both have frontage along Du Rhu Drive, a Minor street with curb and gutter requiring a 50-foot right-of-way, and Dauphin Street, a Minor Arterial street requiring a 100-foot right-of-way. The Preliminary Plat illustrates sufficient right-of-way for both streets; therefore, no additional dedication should be required and, if approved, should be retained on the Final Plat.

Both lots, as proposed, will exceed the minimum size requirements for lots served by public water and sanitary sewer in a B-2, Neighborhood Business Suburban District. Each lot is labeled with its size in both square feet and acres on the Preliminary Plat. If approved, this information should be retained on the Final Plat, or a table should be provided on the Final Plat with the same information.

A 25-foot minimum building setback line is illustrated along all frontages in compliance with Article 2 Section 64-2-13.E. of the UDC for lots in a B-2, Neighborhood Business Suburban District. If approved, this information should be retained on the Final Plat.

The Preliminary Plat illustrates existing ingress/egress easements as they were depicted on the 1998 recorded plat. However, with the proposed shift in lot lines these easements should either be revised on the Final Plat to facilitate continued shared access between proposed Lots 1-A-1 and 1-B-1; or the easements should be eliminated considering the modified PUD, if approved, will continue to facilitate shared access between the proposed lots.

It should be noted that the subject site also shares access with the adjacent site to the East, which is facilitated by the original PUD. No changes to that site's property lines are proposed by the subdivision request, and if the PUD modification request is approved, each of the lots will continue to share access; however, if an additional easement is provided for cross-access between the lots, this information will need to be illustrated on a revised plat.

Lastly, if approved, a note should be placed on the Final Plat stating no structures shall be constructed in any easement without permission from the easement holder.

Planned Unit Development Modification

The most recently approved Administrative PUD in 2007 allowed multiple buildings on a site consisting of multiple lots with shared parking and access. However, the 2007 Administrative PUD did not include both subject parcels in its request as it only affected proposed Lot 1-B-1 (known as Lot 1-B at the time). Since the 2007 Administrative PUD did not include both parcels, the application before the Commission today will be to modify not just the 2007 PUD approval, but also the 1999 PUD approval as it was the most recent request to include both parcels.

A detailed description of the proposed Modification request is available via the link on page 1 of this report. In summary there are no proposed physical modifications to the PUD site; the applicant is simply amending the PUD to reflect the proposed change to an interior lot line.

The site plan reflects the changes proposed by the Subdivision request, and illustrates that both proposed lots are developed with buildings and associated parking facilities. If approved, the PUD site plan should be revised to reflect any revisions to easements as detailed in the Subdivision Planning Comments above.

A note on the site plan states no structures are allowed in any easements without the easement holder's permission. If approved, this note should be retained on the Final PUD site plan.

It should be noted that, while parking is illustrated, no information is provided for staff to verify the site has an adequate number of parking spaces. As such, if approved, revision of the site plan to provide a table noting the off-street parking requirements of Table 64-3-12.1 of Article 3 of the UDC for each use of the site should be required, along with the number of parking spaces provided.

A 25-foot minimum building setback line is illustrated along all frontages in compliance with Article 2 Section 64-2-13.E. of the UDC for lots in a B-2, Neighborhood Business Suburban District. If approved, this information should be retained on the Final site plan.

The size of each proposed lot is depicted in both square feet and acres and should be retained on the Final PUD site plan, if approved. The PUD site plan does not provide the size of existing commercial structures in square feet as required by Article 10 Section 64-10-3.E.3(c) of the UDC. As such, the Final PUD site plan should be revised to provide this information.

The rights-of-way for each abutting street are also illustrated on the site plan and should be retained on the Final PUD site plan, if approved.

It should be noted that future development or redevelopment of the proposed lots may require additional modifications of the PUD to be approved by the Planning Commission and City Council. A note stating as much should be placed on the recorded site plan, if approved.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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.

Considerations:

If the Planning Commission considers approving the Subdivision request, the following conditions should apply:

1. Retention of the rights-of-way widths along Du Rhu Drive and Dauphin Street;
2. Retention of the lot size labels in both square feet and acres, or provision of a table on the Final Plat with the same information;
3. Retention of the 25-foot minimum building setback line along Du Rhu Drive and Dauphin Street, as required by Section 64-2-13.E. of the Unified Development Code;
4. Revision of the Final Plat to illustrate modified ingress/egress and parking easements between Lot 1-A-1 and Lot 1-B-1;
5. Revision of the Final Plat to provide any proposed ingress/egress easement between Lot 1-A-1 and Lot 2 abutting to the East;
6. Retention of a note on the Final Plat stating no structures shall be constructed in any easement without permission from the easement holder;

7. Compliance with all Engineering comments noted in this staff report;
8. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
9. Compliance with all Urban Forestry comments noted in this staff report; and,
10. Compliance with all Fire Department comments noted in this staff report.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.2(b)(5) states the following concerning Planned Unit Development / Planning Approval Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

a. Is consistent with all applicable requirements of this Chapter;
b. Is compatible with the character of the surrounding neighborhood;
c. Will not impede the orderly development and improvement of surrounding property;
d. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    2. Includes adequate public facilities and utilities;

e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. Shall not be detrimental or endanger the public health, safety or general welfare.
h. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

If the Planning Commission considers a recommendation of approval for the Modified Planned Unit Development, the following Findings of Fact must apply:

a. Is consistent with all applicable requirements of this Chapter;
b. Is compatible with the character of the surrounding neighborhood;
c. Will not impede the orderly development and improvement of surrounding property;
d. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

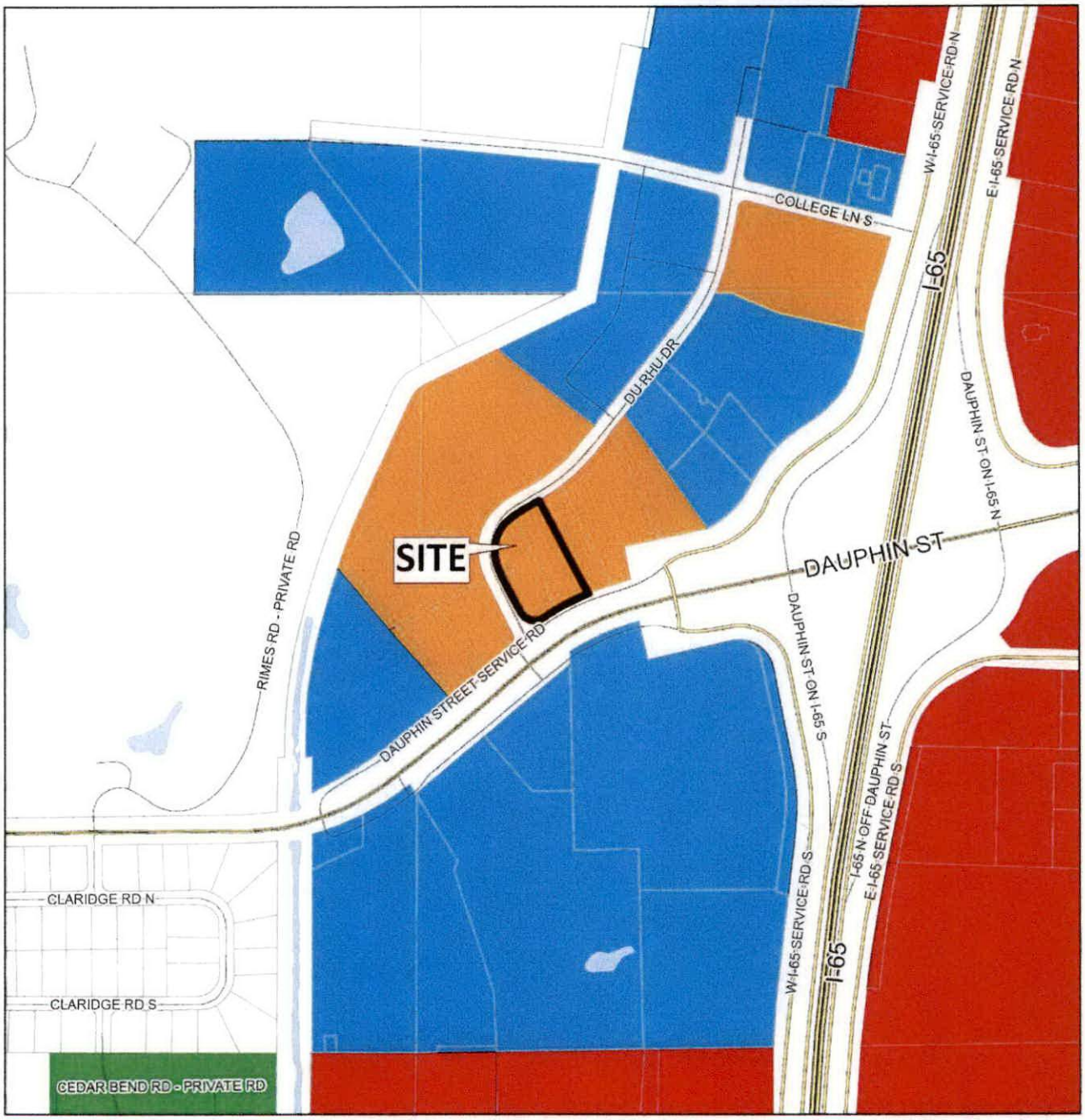
    1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    2. Includes adequate public facilities and utilities;

e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. Shall not be detrimental or endanger the public health, safety or general welfare.
h. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

If approved, the following conditions could apply:

1. Revision of the Final PUD site plan to reflect any/all revisions to easements as a result of the associated Subdivision request;
2. Retention of a note on the Final Plat stating no structures shall be constructed in any easement without permission from the easement holder;
3. Revision of the site plan to provide a table noting the off-street parking requirements of Table 64-3-12.1 of Article 3 of the UDC for each use of the site, along with the number of parking spaces provided;
4. Retention of the 25-foot minimum building setback line along Du Rhu Drive and Dauphin Street, as required by Section 64-2-13.E. of the Unified Development Code;
5. Retention of the lot size labels in both square feet and acres, or provision of a table on the Final PUD site plan with the same information;
6. Provision of the building sizes in square feet on the Final PUD site plan;
7. Retention of the rights-of-way along all streets on the Final PUD site plan;
8. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
9. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and,
10. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 4 DATE January 18, 2024

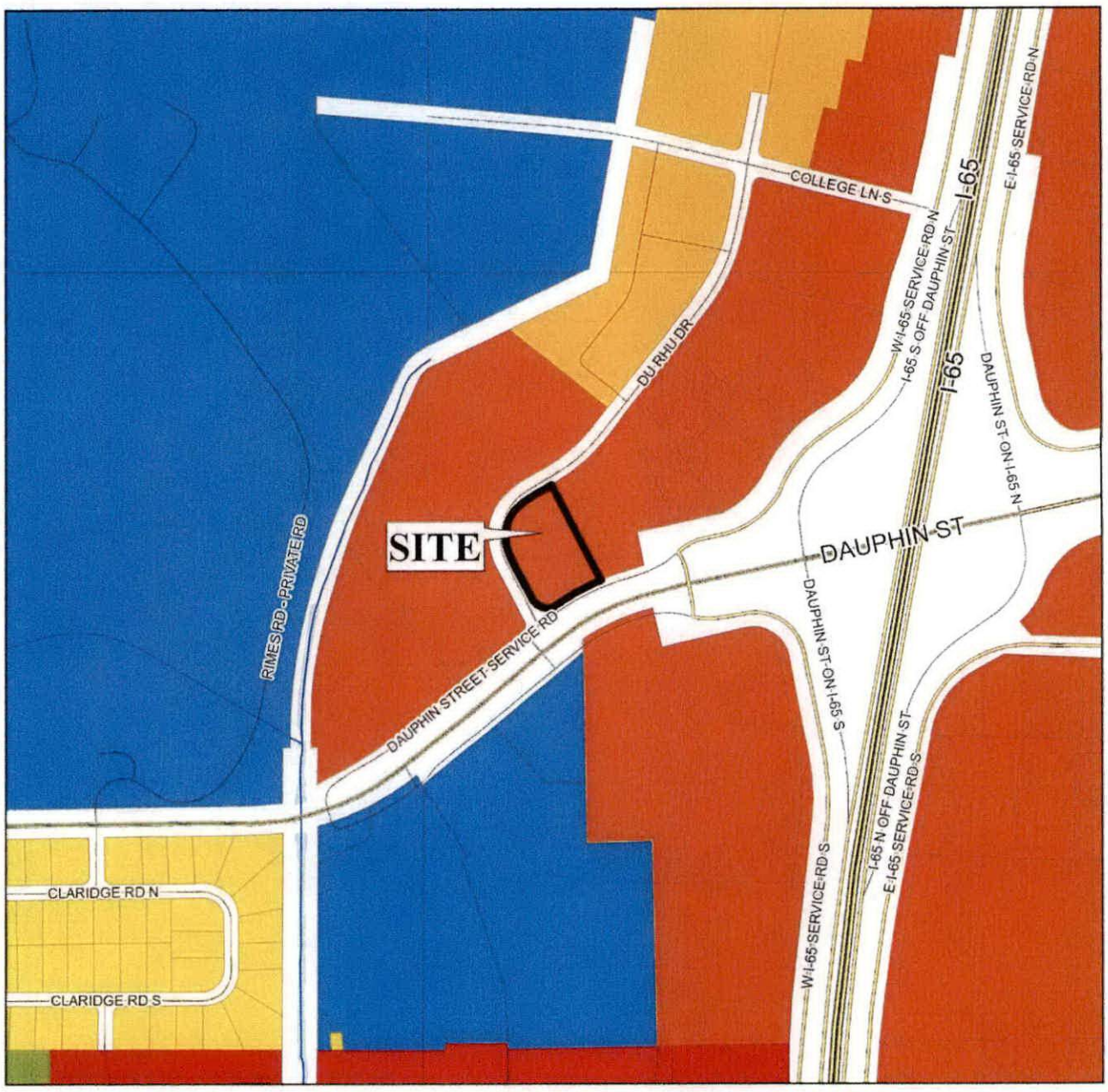
APPLICANT College Park Northwestern Quadrangle Sub, Unit 2, Resub

REQUEST Subdivision, PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 4 DATE January 18, 2024

APPLICANT College Park Northwestern Quadrangle Sub, Unit 2, Resub of Lots 1-A & 1-B into Lots 1-A-1 & 1-B-1

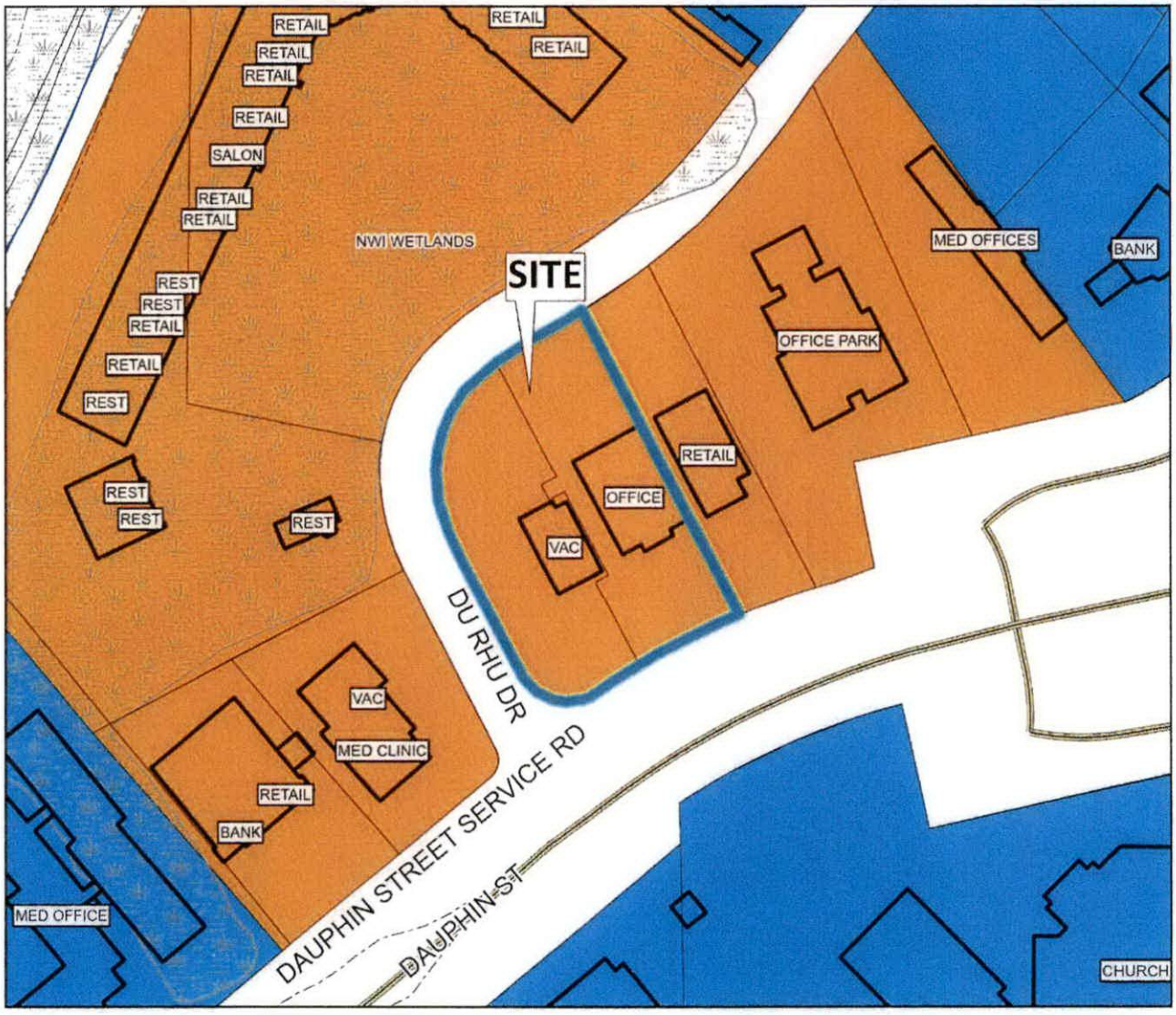
REQUEST Subdivision, PUD Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units.

APPLICATION NUMBER 4 DATE January 18, 2024

APPLICANT College Park Northwestern Quadrangle Sub, Unit 2, Resub of Lots 1-A & 1-B into Lots 1-A-1 & 1-B-1

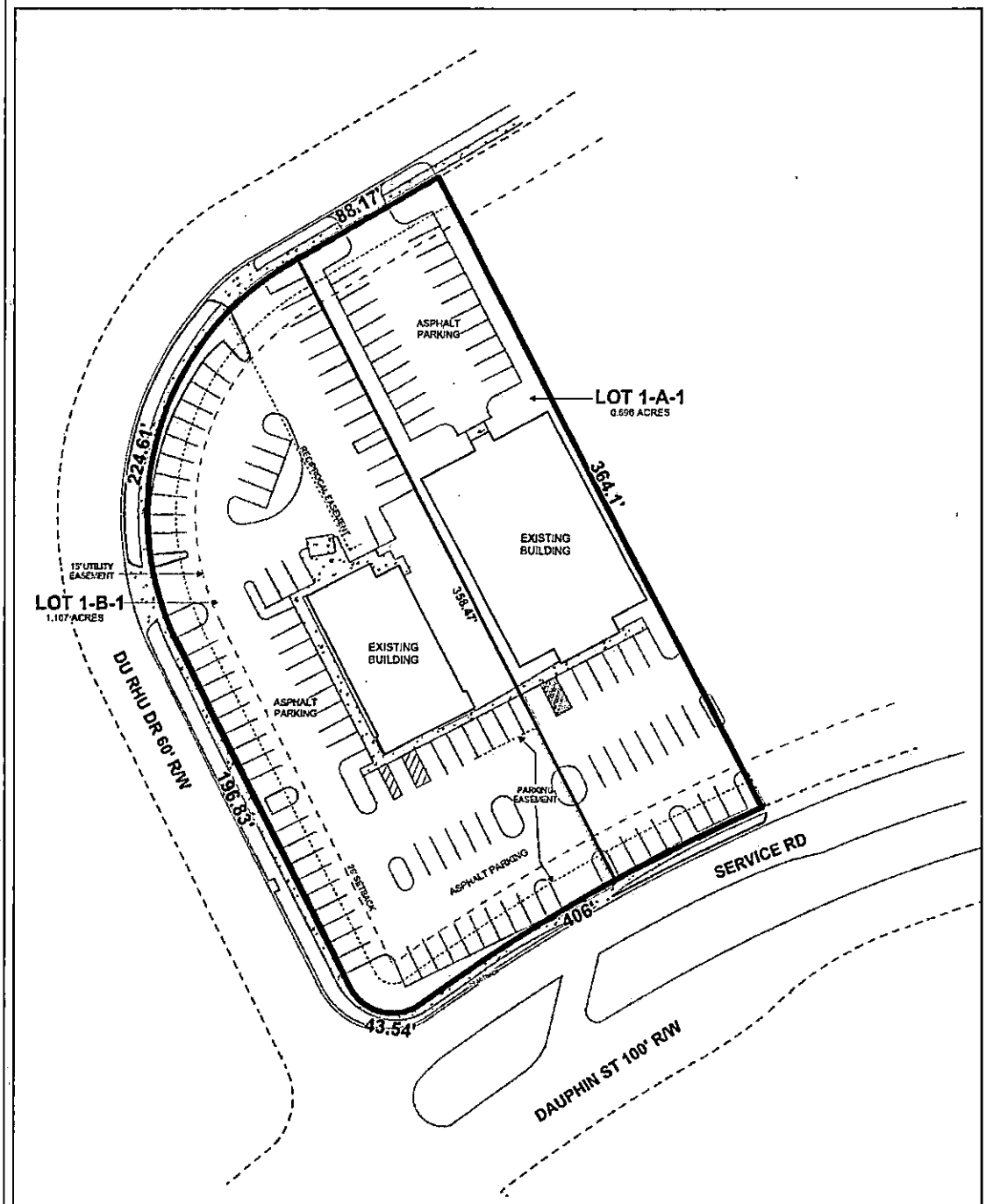
REQUEST Subdivision, PUD Modification

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	

N

NTS

SITE PLAN



APPLICATION NUMBER	4	DATE	January 18, 2024
APPLICANT	College Park Northwestern Quadrangle Sub, Unit 2, Resub of Lots 1-A & 1-B into Lots 1-A-1 & 1-B-1		
REQUEST	Subdivision, PUD Modification		

N

NTS

ZONING DISTRICT CORRESPONDENCE MATRIX		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (W/DW/RU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- ○ Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

MIXED COMMERCIAL CORRIDOR (MCC)

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.

AGENDA ITEM SUMMARY SHEET

Agenda of:5/14/2024

Submitted by:

Gary Jackson, Municipal Enforcement Deputy Director

Sponsored by:

Councilmember Cory Penn - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

5/14/2024

Funding Source

Project # 2434 Redmond Street - ME-028-24 **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 - 2434 Redmond Street	Cover Memo	5/7/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	5/9/2024 - 9:37 AM

RESOLUTION

Sponsored by: Cory Penn – District 1

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 **2434 REDMOND 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. 3, 5, 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 **2434 REDMOND STREET** described as:

LOT 9 BLK B CEDAR RIDGE SUB MBK 5 P 407 #SEC 42 T4S R1W #MP29 07 42 0 003

Parcel Number: 29 07 42 0 003 117

Last Assessed to: MCKELLON IVORY G C/O KENNETH M KELLON

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

May 06, 2024

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, May 14, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2434 REDMOND STREET.** OWNED BY OR MAY HAVE AN INTEREST: **MCKELLON IVORY G C/O KENNETH M KELLON** 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 07 42 0 003 117
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

2434 REDMOND STREET

Property Details			
Parcel Key		Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
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	N
Survey Date	03/19/2024	Comments	

Property Score			
Score	63	Score Description	DEMO

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 03/26/2024

Property Address: 2434 Redmond Street **District No:** 1

☐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.

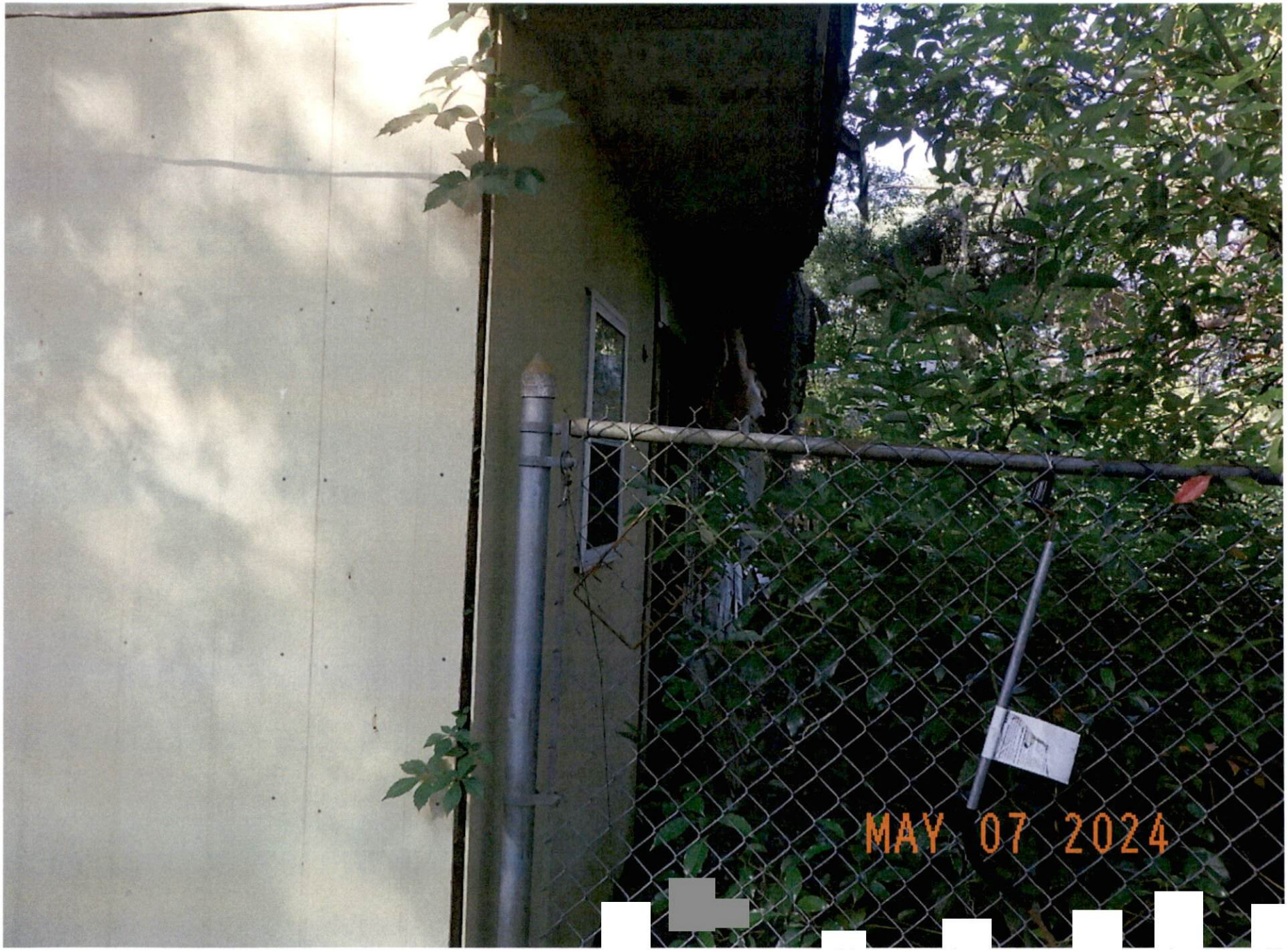

MAY 07 2024


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MAY 07 2024

Affidavit of Mailed Notice

May 6, 2024

State of Alabama
County of Mobile

Subject Property – 2434 Redmond Street.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, 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 **15** 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 Deputy Director

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Kenneth McKellon
2434 Redmond Street
Mobile, AL 36617-2338

March 28, 2024

RE: **2434 Redmond Street**
Project Number: ME-028-24

Dear Kenneth McKellon:

On March 26, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2434 Redmond Street.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 9 BLK B CEDAR RIDGE SUB MBK 5 P 407 #SEC 42 T4S R1W #MP29 07 42 0 003

Parcel Number: 29 07 42 0 003 117

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 **May 12, 2024,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **May 12, 2024,** provide the Code Official with a work plan to accomplish the repairs by **May 12, 2024,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **May 12, 2024,** 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 May 14, 2024, 2024 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/removal of debris

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 Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: **2434 Redmond Street** **RUSH** Date: March 22, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: March 20, 2023

Per the Title Report, the owner is: Ivory G. McKellon

NOTES: Ivory G. McKellon died on 12/30/2021. Genealogy could not provide an obituary. I found all his children listed on LexisNexis. There are 2 unreleased vendors liens. One from his ex-wife Mildred Ransom. The other is from Pace Investments which transferred lien on 1/12/2000 to Associates Financial Services Company of Alabama, Inc which then merged with Citifinancial on 9/28/2001. I spoke with Brandon Monclair of Wolters Kluwer Lien Solutions. He emailed information on the possible secure lien company, CitiMortgage, as their client. I tried calling and they require a letter in writing requesting information on liens that could take up to one month to respond.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Kenneth McKellon 2434 Redmond St Mobile AL 36617-2338	Heir/son of Ivory G. McKellon Mobile County Revenue Commission website location/subject address LexisNexis address no date Phone number 251-508-3968 good 2023
2	Veozie McKellon Anthony 218 Garrison Ave Mobile AL 36610-3806	Heir/daughter of Ivory G. McKellon LexisNexis address good 2/2024 Phone number 251-648-4447 good 2/2024
3	Jeffrey M. McKellon 608 Circleview Dr Apt 197175 Mansfield TX 76063-2146	Heir/son of Ivory G. McKellon LexisNexis address good 2/2024 Phone numbers 251-301-4912 and 228-627-5965 good 2024
4	Jeffrey M. McKellon 4350 Largo Dr Grand Prairie TX 75052-4354	LexisNexis address good 1/2024

5	Geary McKellon 1104 S Leeds Ave Mobile AL 36612-1937	Heir/son of Ivory G. McKellon LexisNexis address good 2/2024 Phone number 251-200-6381 and 251-209-6388 good 2024
6	Geary McKellon 562 Surrey St Mobile AL 36617-3008	LexisNexis address good 12/2021

TAX STATUS: 2023 TAXES ARE DELINQUENT AND DUE BY MAY 2024 BEFORE 2023 LIEN SALE IN HELD IN MAY

Parties with recorded liens per Title Report:

7	State of AL Dept. of Revenue Collections Service Dept. P.O. Box 327820 Montgomery, AL 36132	State of Alabama vs Veozie McKellon Anthony Filed 10/18/2023, recorded 10/25/2023, instrument number 2023063237 Acct number IIT-R001441674 Lien number 171650560
8	State of AL Dept. of Revenue Collections Service Dept. P.O. Box 327820 Montgomery, AL 36132	State of Alabama vs Kenneth McKellon Filed 8/28/2020, recorded 9/10/2020, instrument number 2020055438 Acct number IIT-R001933023 Lien number 946910720
9	GulfCo of AL LLC c/o Kent Dyer McPhail PO Box 870 Mobile AL 36601	GulfCo of AL LLC vs Kenneth McKellon Filed 6/29/2023, recorded 8/15/2023, instrument number 2023049498

Open Mortgages

10	CitiMortgage, Inc. ATTN: Research Services P.O. Box 6243 Sioux Falls, SD 57117-6243	Vendors lien Deed 4792-958 was reassigned to Associates Financial Services which merged to Citifinancial Corporation 216, LLC which merged to Citifinancial Servicing LLC See Bk 4798-1770 for reassignment. Listed address as possible contact.
11	C T Corporation System 2 North Jackson St Ste 605 Montgomery AL 36104	Registered Agent listed on Secretary of Alabama website - Vendors lien Deed 4792-958 was reassigned to Associates Financial Services which merged to Citifinancial Corporation 216, LLC which merged Citifinancial Servicing LLC See Bk 4798-1770 for reassignment.
12	Citifinancial Corp 216 LLC 1209 N Orange St Wilmington DE 19801-1120	Vendors lien Deed 4792-958 was reassigned to Associates Financial Services which merged to Citifinancial Corporation 216, LLC which merged to Citifinancial Servicing LLC See Bk 4798-1770 for reassignment. LexisNexis address good 10/31/2023

13	Citifinancial Servicing LLC c/o Jeffery Boyher 1000 Technology Dr O'Fallon MO 63368-2239	Vendors lien Deed 4792-958 was reassigned to Associates Financial Services which merged to Citifinancial Corporation 216, LLC which merged to Citifinancial Servicing LLC See Bk 4798-1770 for reassignment. Secretary Listed on Secretary of Alabama website
14	Citifinancial Servicing LLC c/o Randy Unger 388 Greenwich St New York NY 10013	Vendors lien Deed 4792-958 was reassigned to Associates Financial Services which merged to Citifinancial Corporation 216, LLC which merged to Citifinancial Servicing LLC See Bk 4798-1770 for reassignment.
11	Mildred B Ransom Kenneth McKellon Veozie McKellon 3923 Owens St Mobile AL 36612-1143	Vendors Lien Deed grantor, and ex wife of Ivory G. McKellon. Deed Bk 7059 Page 512, dated 7/14/2000 and recorded 8/5/2013.

Lis Pendens: NONE

Lis Pendens – City of Mobile vs Ivory G McKellon c/o Kenneth M Kellon (Incorrect spelling) Filed 3/19/2024, recorded 3/21/2024, instrument number 2024016333

AGENDA ITEM SUMMARY SHEET

Agenda of:5/14/2024

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Council District 1	Cory Penn	5 Cases
Council District 2	William Carroll	5 Cases
Council District 3	C J Small	0 Cases
Council District 4	Ben Reynolds	0 Cases
Council District 5	Joel Daves	0 Cases
Council District 6	Josh Woods	0 Cases
Council District 7	Gina Gregory	0 Cases

Purpose and Scope of Project:

Assess Cost for Repeat Weed Lien Group 70

Effective Date of Contract:

5/14/2024

Funding Source

Project # Repeat Weed Lien Group 70 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Assess Cost for Repeat Weed Lien Group 70	Backup Material	5/9/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	5/9/2024 - 2:42 PM

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

M E M O R A N D U M

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **May 9, 2024**

SUBJECT: **Repeat Weed Lien Invoices G-70**

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) **70.** Please place these on the City Council's Agenda for **May 14, 2024.**

If you have any questions, please do not hesitate to contact Shelia Dean at 208-1528. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

	REPEAT WEED LIEN		
	CONTRACT NUMBER	4950	
	GROUP 70	Res. No.	
12/18/2023	1st REPEAT WEED LIEN LETTERS SENT	11-058	
5/14/2024	REPEAT WEED LIEN LOTS TO BE ASSESSED FOR COST		

Item No.	Address	Dis	Old SRO Case #	New Case #	Initial	Times cut within	Amount Assessed	CBD CBO
1	1712 Bream Dr	4		32255	8/17/2021	2	$ 50.00	CBO
2	218 Rylands Lane	2		32256	2/14/2023	1	$ 50.00	CBO
3	1342 Lola St	2		32257	6/7/2022	1	$ 283.89	
4	654 Live Oak St	2		32258	8/17/2021	1	$ 50.00	CBO
5	1313 Lola St	2		32259	4/19/2022	1	$ -	N/A
	Par. No.(29 06 40 0 007 251.XXX)							
6	508 Avondale Ct	2		32260	6/7/2022	1	$ 50.00	
7	1917 Seale St	1		32261	9/20/022	1	$ 282.00	
8	202 Cuba St	2		32262	10/25/2022	1	$ 50.00	CBO
	Par. No.(29 06 40 0 007 226.XXX)							
9	401Calhoun St/405 Calhoun St	2		32263	10/5/2021	2	$ 382.00	
10	1107 Springhill Ave/1111 Springhill Ave	2		32264	1/4/2022	2	$ 50.00	CBO
11	2776 LeCren St	1		32265	6/29/2021	2	$ 382.00	
12	164 Page Ave	1		32266	4/19/2022	2	$ 725.00	
13	252 Cuba St	2		32267	10/5/2021	2	$ 425.00	
14	504 Maple St	2		32268	4/6/2021	2	$ 50.00	CBO
15	1364 St Madar St	2		32269	6/29/2021	1	$ 282.00	
16	713 Glenwood St	2		32270	2/8/2022	1	$ -	CBD
17	1150 Newman Lane	2		32272	1/26/2021	2	$ -	CBD
18	566 Bates Lane	1		32273	1/17/2023	1	$ 337.31	
19	2009 Jones Ave	1		32274	10/5/2021	1	$ 282.00	
20	858 Kooiman St	1		32275	3/2/2022	2	$ 403.00	
	Total						$ 4,134.20	

District total for this group		Numbers of lots cut	
1	6	1	5
2	13	2	5
3	0	3	0
4	1	4	0
5	0	5	0
6	0	6	0
7	0	7	0
	20		10

*CBO Cut By Owner

*N/A Taken out by Inspector

*ADD Added in from other Groups

Gary Tasker 5/9/24

Marchetta Jaite 5-9-24

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 8, 2024

Lot Owner: **WACHOVIA-COLL AGT/SASS MUNI IV**

Address: **1185 AVENUE OF THE AMERICAS 18TH FLOOR**

City, State, Zip: **NEW YORK, NY 10036**

Repeat Group Number: **70** Item # **1**

Lot Description: **LOT 108 GULF MANOR 1ST ADD MBK 8 P 159 #SEC 36 T5S R1W #MP32 03 36 0 004 (32 03 36 0 004 058.XXX) 1712 BREAM DR**

Nuisance Date: 12/18/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft	12,922	0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Sheila Dean
SECRETARY

Marchetta Jarte
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

May 8, 2024

Lot Owner: **BOGGAN SAMUEL JR**

Address: **6652 KINGS BRANCH DRIVE N**

City, State, Zip: **MOBILE, AL 36618**

Repeat Group Number: **70** Item # **2**

Lot Description: **COM AT PT ON E/S OF RYLAND LN 105 FT N OF RYALND LN & LOLA ST TH RUN NLY OR NRLY SO ALG E/L OF RYLAND LN 50 FT 6 IN TO PT TH ELY OR NRLY SO PARA W/CONGRESS ST 162 FT TO PT TH SLY OR NRLY SO 47 FT 4 IN TH RUN WLY OR NRLY SO & PAR W/CONGRESS ST 159 FT TO PT ON W/L OF RYLAND LN & POB PER SURVEY DTD 11/16/22 #SEC 40 T4S R1W #MP29 06 40 0 007 (29 06 40 0 007 157.XXX) 218 RYLANDS LN**

Nuisance Date: 12/18/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	4,857	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia Dean
SECRETARY

Marchetta Jante
INSPECTOR

SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

May 8, 2024

Lot Owner: **WRIGHT WILLIE MAE**

C/O JANICE WRIGHT FEURTADO

Address: **2354 NORTHERN OAK DR**

City, State, Zip: **BRASELTON, GA 30517**

Repeat Group Number: **70** Item # **3**

Lot Description: **LOTS 1 & 2 BEING ON N/S LOL A ST LOUIS TOUART SUB DBK 9 0 P 291 #SEC 40 T4S R1W #MP29 06 40 0 007 (29 06 40 0 007 156.XXX) 1342 LOLA**

Nuisance Date: 12/18/2023

Date lot was cut: 5/2/2024 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		10,151	$	0.0125	$	**126.89**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	**7.00**
		Total Project Cost:			$	**283.89**

Sheila Deon
SECRETARY

Marchetta Durte
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 8, 2024

Lot Owner: **GRANT TERESA FISHER**
A/K/A MARY TERESA FISHER

Address: **4703 CASTILLA AVE**

City, State, Zip: **RICHMOND, CA 94804**

Repeat Group Number: **70** Item # **4**

Lot Description: **LOT 19 BLK 34 FISHER TRT DB K 22/332 #SEC 13 T4S R1W #MP29 06 13 0 002 (29 06 13 0 002 563.XXX) 654 LIVE OAK ST**

Nuisance Date: 12/18/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,527	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia DeCuir
SECRETARY

Manchette Jante
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 8, 2024

Lot Owner: **KJGM RENTALS LLC**

Address: **P. O. BOX 6911**

City, State, Zip: **GULFPORT, MS 39506**

Repeat Group Number: **70** Item # **6**

Lot Description: **LOT 9 AVONDALE CT MBK 4 P 634 #SEC 44 T4S R1W #MP29 02 44 0 022 (29 02 44 0 022 247.XXX) 508 AVONDALE CT**

Nuisance Date: 12/18/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,609	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Sheila Dean
SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 8, 2024

Lot Owner: **HERRON SANDRA**

Address: **1917 SEALE ST**

City, State, Zip: **MOBILE, AL 36617**

Repeat Group Number: **70** Item # **7**

Lot Description: **LOT 18 BLK 5 REVISED FINAL PT MCDONALD BROTHERS SUB MBK 5 P 98-99 #SEC 44 T4S R1W #MP29 02 44 0 023 (29 02 44 0 023 241.XXX) 1917 SEALE ST**

Nuisance Date: 12/18/2023

Date lot was cut: 5/2/2024 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,820	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	282.00

Shelia Dean
SECRETARY

Marchetta Foote
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 8, 2024

Lot Owner:	**ALABAMA DEPT. OF REVENUE**
	ATTN: SHELLY TICE
	PROPERTY TAX DIVISION
Address:	**P. O. BOX 327210**
City, State, Zip:	**MONTGOMERY, AL 36132-7210**
Repeat Group Number:	**70** Item # **8**
Lot Description:	**PART OF LOT 3 LOUIS TOUART SUB DBK 90 P 291 BEG ON E/S CUBA ST 104 FT S OF SE COR SHORT CAMP & CUBA STS S-LY ALG E/S CUBA ST 25.03 FT TH WITH DEFL ANG TO LT 70 DEG 48 MIN ELY 110 FT TH NLY 25.03 TH WITH DEFL ANG 70 DEG 48 MIN WLY 110 FT TO POB BEING ON E/S CUBA ST #SEC 40 T4S R1W #MP29 06 40 0 007 (29 06 40 0 007 226.XXX) 202 CUBA ST**
Nuisance Date:	12/18/2023
Date lot was cut:	N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	2,500	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia Dean
SECRETARY

Marchette Towle
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 8, 2024

Lot Owner: **CALLIER WILLIAM HENRY BUTCH**

Address: **P. O. BOX 587**

City, State, Zip: **MOBILE, AL 36601-0587**

Repeat Group Number: **70** Item # **9**

Lot Description: **LOTS 11, 12 & 13 BLK 65 CAMP GROUND TRT MBK 1/12 #SEC 40 T4S R1W #MP29 06 40 0 004 (29 06 40 0 004 179.XXX) 401 CALHOUN ST**

Nuisance Date: 12/18/2023

Date lot was cut: 5/2/2024 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	8,911	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	200.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	382.00

SheliaDean
SECRETARY

Marchetta Tuite
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 8, 2024

Lot Owner: **MEEKS MICHAEL L**

Address: **3750 BAY TREE RD**

City, State, Zip: **LYNN HAVEN, FL 32444**

Repeat Group Number: **70** Item # **10**

Lot Description: **COMG AT NW COR OF OAK & HALLETT STS TH RUN W 300 FT (S) TO POB TH CONT W 44.22 FT TH NLY 227 FT(S) TH E 38.53 FT TH N 225.1 FT TH ELY 54.08 FT TH S 100 FT TH SE 35 FT TH N 100 FT TH E 35 FT TH S 275 FT(S) TH W 126 FT TH S 227 FT(S) TO POB #SEC 40 T4S R1W #MP29 06 40 0 009 (29 06 40 0 009 083.009) 1107 SPRINGHILL AVE/1111 SPRINGHILL AVE**

Nuisance Date: 12/18/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft	**10,000**	0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Shelia Dean
SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 8, 2024

Lot Owner: **GUY WILLIAM L, VICTOR K GUY, VIRGIL J GUY & ANN F GUY-HARDEN**

Address: **6409 MIDDLE RING CT**

City, State, Zip: **MOBILE, AL 36608**

Repeat Group Number: **70** Item # **11**

Lot Description: **LOT 11 SHRINER & MCKING SUB DBK 99/353 #SEC 18 T4S R1W #MP29 08 18 4 002 (29 08 18 4 002 089.XXX) 2776 LECREN ST**

Nuisance Date: 12/18/2023

Date lot was cut: 5/2/2024 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	4,813	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	200.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	382.00

Shelia Dean
SECRETARY

Marchetta Dante
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 8, 2024

Lot Owner: **COURTNEY LARRY NEWMAN**

Address: **315 CLOVER STREET**

City, State, Zip: **DAYTON, OH 45410**

Repeat Group Number: **70** Item # **12**

Lot Description: **LOTS 552 & 553 1ST ADD TO HAAS PLACE DBK 156 PGS 386- 387 #SEC 18 T4S R1W #MP29 08 18 1 004 (29 08 18 1 004 061.XXX) 164 PAGE AVE**

Nuisance Date: 12/18/2023

Date lot was cut: 5/2/2024 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	9,874	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	200.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	50	$	7.00	$	350.00
		Total Project Cost:			$	725.00

Sheila Dean
SECRETARY

Marchette Isaac
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 8, 2024

Lot Owner: **HARRIS EARL L**

Address: **P. O. BOX 50092**

City, State, Zip: **MOBILE, AL 36605**

Repeat Group Number: **70** Item # **13**

Lot Description: **LOT 4 BLK 28 CAMP GROUND TRT DBK 85 P 47 #SEC 40 T4S R1W #MP29 06 40 0 007 (29 06 40 0 007 110.XXX) 252 CUBA ST**

Nuisance Date: 12/18/2023

Date lot was cut: 5/2/2024 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,356	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	200.00
Per Spare Tire		5	$	3.00	$	15.00
Debris Removal	Cubic Yard	5	$	7.00	$	35.00
		Total Project Cost:			$	425.00

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 8, 2024

Lot Owner: **WYATT LEONARD C SR**
& GRACE Y WYATT

Address: **6427 MIDDLE RING CT**

City, State, Zip: **MOBILE, AL 36608**

Repeat Group Number: **70** Item # **14**

Lot Description: **LOT 18 BLK 12 FISHER TRT DB K 22 P 332 #SEC 13 T4S R1W #MP29 06 13 0 002 (29 06 13 0 002 326.XXX) 504 MAPLE ST**

Nuisance Date: 12/18/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	8,046	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
	Total Project Cost:				$	50.00

Shelia Dean
SECRETARY

Margaretta Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 8, 2024

Lot Owner: **BROWN WILLIAM P I/S INT ERIC L BROWN 1/4 INT,**

KRISTIE M BROWN 1/4 INT

Address: **131 S OCCIDENTAL BLVD #15**

City, State, Zip: **LOS ANGELES, CA 90057**

Repeat Group Number: **70** Item # **15**

Lot Description: **COMM AT THE N.E INT OF CEDAR AVE AND MEADOR STREET THEN RUN SOUTH ELY ALG THE N R/W OF MEADOR ST 83 FT(S) TO THE POB TH RUN N 43.17FT TH ELY 34.5FT TH N 56 FT(S) TH ELLY 26 FT TH SLY 65 FT (S) THEN S 32FT(S) THEN NWLY 47.08 FT TO THE POB #SEC 13 T4S R1W #MP29 06 13 0 003 (29 06 13 0 003 140.XXX) 1364 ST MEDAR ST**

Nuisance Date: 12/18/2023

Date lot was cut: 5/2/2024 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,668	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	282.00

Shelia Dean
SECRETARY

Wanchette Searles
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 8, 2024

Lot Owner: **ALABAMA DEPT. OF REVENUE**
ATTN: SHELLY TICE
PROPERTY TAX DIVISION
Address: **P. O. BOX 327210**
City, State, Zip: **MONTGOMERY, AL 36132-7210**
Repeat Group Number: **70** Item # **18**

Lot Description: **LOT 1 BATES COURT MBK 9 P 3 31 #SEC 42 T4S R1W #MP29 07 42 0 002 (29 07 42 0 002 195.XXX) 566 BATES LN**

Nuisance Date: 12/18/2023
Date lot was cut: 5/2/2024 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		14,425	$	0.0125	$	180.31
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
	Total Project Cost:				$	337.31

Shelia Dean
SECRETARY
Marchetta Scott
INSPECTOR
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 8, 2024

Lot Owner: **MALONE YOLANDA L BRAXTON**

Address: **2153 MIMOSA DR**

City, State, Zip: **MOBILE, AL 36617**

Repeat Group Number: **70** Item # **19**

Lot Description: **LOT 18 BLK F SUNNYMEADE SUB MBK 156 P 488 #SEC 44 T4S R1W #MP29 02 44 0 024 (29 02 44 0 024 353.XXX) 2009 JONES AVE**

Nuisance Date: 12/18/2023

Date lot was cut: 5/2/2024 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,003	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	1	$	7.00	$	7.00
		Total Project Cost:			$	282.00

Shelia Dean
SECRETARY

Marchetta Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
May 8, 2024

Lot Owner: **THOMPSON LEKEISHA**

Address: **P. O. BOX 480024**

City, State, Zip: **LINDEN, AL 36748-0024**

Repeat Group Number: **70** Item # **20**

Lot Description: **LOT 13 BLOCK 1 ST STEPHENS TERRACE DBK 156 PAGE 516 (29 02 44 0 023 047.XXX)**
858 KOOIMAN ST

Nuisance Date: 12/18/2023

Date lot was cut: 5/2/2024 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	9,777	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	2	$	100.00	$	200.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	4	$	7.00	$	28.00
		Total Project Cost:			$	403.00

Shelia Dew
SECRETARY

INSPECTOR

SUPERVISOR

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 to the following employee:

- **May 2024 – Meredith Wilson (Employee # 19648)**
  Build Mobile (Historic Development)

This employee is to be commended for her exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:5/14/2024

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember William Carroll

Purpose and Scope of Project:

Funds will be used to assist with the upcoming Artist Dinner & Exhibition Preview honoring the work of Pinky/MM Bass & Friends on May 9, 2024.

Amount of Contract:

$750.00

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 - CENTRE FOR THE LIVING ARTS	Cover Memo	5/8/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	5/8/2024 - 1:42 PM

60- 2024

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember William Carroll

WHEREAS, Councilmember Carroll wishes to appropriate **$750.00** to Centre for the Living Arts dba Alabama Contemporary Art Center, from his discretionary funds; and

WHEREAS, Centre for the Living Arts dba Alabama Contemporary Art Center, 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 Centre for the Living Arts dba Alabama Contemporary Art Center, will be used to assist the upcoming Artist Dinner $ Exhibition Preview honoring the work of Pinky/MM Bass & Friends on May 9, 2024, 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 **$750.00** to Centre for the Living Arts dba Alabama Contemporary Art Center, 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:5/14/2024

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember William Carroll

Purpose and Scope of Project:

Funds will be used to assist with the support of spreading information and cultural awareness through traditional Carnival.

Amount of Contract:

$1,000.00

Funding Source

Project # DSC-02/10041020-42080	**Discretionary Funds** DSC-02
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - Gulf Coast Caribbean Carnival Association	Cover Memo	5/9/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	5/9/2024 - 11:24 AM

60- 2024

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate* ***$1,000.00*** *to Gulf Coast Caribbean Carnival Association from his discretionary funds*; and

WHEREAS, Gulf Coast Caribbean Carnival Association 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 Gulf Coast Caribbean Carnival Association will *be used to assist with the support of spreading information and cultural awareness through traditional Carnival,* 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* Gulf Coast Caribbean Carnival Association *, 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:5/14/2024

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember William Carroll

Purpose and Scope of Project:

Funds will be used to assist with the Varsity Cheerleading Program to cover competition, spirit fashion, and equipment used to build a squad.

Amount of Contract:

$450.00

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 - MURPHY HIGH SCHOOL	Cover Memo	5/7/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	5/7/2024 - 7:36 AM

60- 2024

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember William Carroll

WHEREAS, Councilmember Carroll wishes to appropriate **$450.00** to Murphy High School from his discretionary funds; and

WHEREAS, to Murphy High 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 Murphy High School will be used to assist with the Varsity Cheerleading Program to cover competition, spirit fashion, and equipment used to build a squad, 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 **$450.00** to Murphy High 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:5/14/2024

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember William Carroll

Purpose and Scope of Project:

Funds will be used to assist with purchasing food items from Feeding the Gulf Coast regarding the current food insecurities and hungry within the community.

Amount of Contract:

$1,200.00

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 - YORKTOWN BAPTIST CHURCH	Cover Memo	5/8/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	5/8/2024 - 1:45 PM

60- 2024

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember William Carroll

WHEREAS, Councilmember Carroll wishes to appropriate **$1,200.00** to Yorktown Baptist Church, from his discretionary funds; and

WHEREAS, Yorktown Baptist Church, 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 Yorktown Baptist Church, will be used to assist with purchasing food items from Feeding the Gulf Coast regarding the current food insecurities and hungry within the community, 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 **$1,200.00** to Yorktown Baptist 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:5/14/2024

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Joel Daves
Councilmember Gina Gregory

Purpose and Scope of Project:

Funds will be used to assist with maintenance work for the Right of Way for Districts 5 and 7.

Amount of Contract:

$9,680.00

Funding Source

Project # DSC-05 & DSC-07/10041020-42080 **Discretionary Funds** DSC-05 & DSC-07

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - The Village of Spring Hill, Inc.	Cover Memo	5/9/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	5/9/2024 - 8:30 AM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Joel Daves*
Councilmember Gina Gregory

WHEREAS, *Councilmember Daves wishes to appropriate* ***$4,840.00*** *and Councilmember Gregory wishes to appropriate* ***$4,840.00 (Total $9,680.00)*** *to The Village of Spring Hill, Inc., from his discretionary funds*; and

WHEREAS, *The Village of Spring Hill, 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 The Village of Spring Hill, Inc*., will be used to assist with maintenance work for the Right of Way in Districts 5 and 7.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of* ***$9,680.00*** *to The Village of Spring Hill, 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:5/14/2024

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Mayor William Stimpson

Purpose and Scope of Project:

Funds will be used to assist with Veterans Day activities on November 11, 2024.

Amount of Contract:

$5,000.00

Funding Source

Project # DSC-08/10040580-42080 **Discretionary Funds** DSC-08

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - Mobile Bay Area Veteran's Day Commission, Inc.	Cover Memo	5/9/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	5/9/2024 - 8:27 AM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Mayor William S. Stimpson*

WHEREAS, *Mayor Stimpson wishes to appropriate **$5,000.00** to Mobile Bay Area Veterans Day Commission, Inc., from his discretionary funds*; and

WHEREAS, Mobile Bay Area Veterans Day Commission, 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 Mobile Bay Area Veterans Day Commission, Inc., *will be used to support the Veterans Day Activities on November 11, 2024,* 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 **$5,000.00** to* Mobile Bay Area Veterans Day Commission, 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:5/14/2024

Submitted by:

Carleen Stout-Clark, Deputy Director, Real Estate Asset Management

Sponsored by:

Mayor William S. Stimpson and Councilmember Gina Gregory

Purpose and Scope of Project:

Authorize the extension of the Purchase and Sale Agreement dated May 30, 2023, Exhibit A, Ordinance Number 88-027, attached hereto, from May 25, 2024 to May 24, 2025

Amount of Contract:

N/A

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

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	5/8/2024
First Amendment to P&S Agreement	Exhibit	5/8/2024
Exhibit A- Original Ordinance and P& S Agreement	Exhibit	5/8/2024

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Stout, Carleen	Approved	5/8/2024 - 11:59 AM
Legal	Kern, Chris	Approved	5/9/2024 - 1:06 PM
Mayors			5/9/2024 - 2:26

Office	Barber, James	Approved	PM

2024

RESOLUTION

Sponsored by: Mayor William S. Stimpson and Councilmember Gina Gregory

WHERAS, the City of Mobile, as Seller, and Burton Property Group, LLC, as Purchaser, and with consent of the Mobile City Council via Ordinance Number 88-027, did enter into a certain Purchase and Sale Agreement for the property located at 720 Musem Drive, Mobile, Alabama; and

WHEREAS, pursuant to Section 5.4 of that Agreement, defining Inspection Period shall be extended until May 24, 2025.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mobile that the Seller and Purchaser are hereby authorized to extend the deadline until May 24, 2025, and that the Mayor is authorized to execute the attached Extension of Purchase and Sale Agreement to effect the same.

Adopted:

_____

City Clerk

-FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT ("First Amendment") is made by and between **THE CITY OF MOBILE** ("Seller") and **BURTON PROPERTY GROUP, LLC**, an Alabama limited liability company ("Purchaser"), as of the ___ day of _____, 2024 ("Effective Date").

RECITALS:

WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Agreement dated May 30, 2023 ("Agreement") for property located at 720 Museum Dr., Mobile, AL 36608; and

WHEREAS, Seller and Purchaser have agreed to modify the definition of Inspection Period as defined in the Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. Incorporation of Recitals; Definitions. All capitalized terms used herein, but not defined, shall have the meaning ascribed to them in the Agreement. The recitals set forth above are incorporated herein by reference as part of the Agreement.

2. Inspection Period. The sentence contained in Section 5.4 of the Agreement defining Inspection Period shall be deleted in its entirety and replaced with the following sentence: "On or before the expiration of the time period ending on May 24, 2025 (the "Inspection Period"), Purchaser shall have the right to terminate this Agreement by delivery of written notice to Seller and Escrow Agent". For purposes of clarification, any reference within the Agreement to "original" Inspection Period or "initial" Inspection Period shall hereafter mean that period ending on May 24, 2025.

3. Miscellaneous. The parties agree that, except as modified by this First Amendment, the Agreement remains in full force and effect in accordance with its terms. In the event of a conflict between this First Amendment and the Agreement, the terms of this First Amendment shall control. Each of the parties hereto represents and warrants to the other that they have full authority to execute this agreement on behalf of such party. This First Amendment may be executed in multiple counterparts which, taken as a whole, shall constitute one instrument. This First Amendment may be executed by facsimile signature or email.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the Effective Date.

SELLER:
THE CITY OF MOBILE, a Municipal Corporation

By: _____
Name: William S. Stimpson
As Its: Mayor

ATTEST:

_____
City Clerk

PURCHASER:
BURTON PROPERTY GROUP, LLC,
an Alabama Limited Liability Company

By: _____
Name: Philip Burton
Its: President/Manager

Purchaser Witness:

Signature: _____

Printed Name: _____

88-027 Exhibit A **2023**

AN ORDINANCE DEEMING CERTAIN PROPERTY NOT NOW NEEDED FOR PUBLIC OR MUNICIPAL PURPOSES AND AUTHORIZING THE SALE THEREOF

Sponsored by Mayor William S. Stimpson and Councilman Gina Gregory, Councilmember

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

SECTION ONE: It is hereby found and determined by the City Council of the City of Mobile, Alabama, that the real property hereinafter described is not now needed for public or municipal purposes and that it is in the best interest of the City of Mobile and in the public interest that said property be sold to Burton Property Group, LLC.

SEE ATTACHED EXHIBIT 'A'

SECTION TWO: The Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and in the name of and on behalf of the City of Mobile, the Purchase and Sale Agreement for the property shown above.

SECTION THREE: Said Agreement is by reference made a part of this Ordinance as fully as if set forth herein and a copy of such will be on file in the office of the City Clerk of the City of Mobile, 9th Floor, Government Plaza, 205 Government Street, Mobile, Alabama.

SECTION FOUR: The Mayor and City Clerk are also hereby authorized and directed to execute and attest, respectively, for and in the name and on behalf of the City of Mobile, the deed for the property shown above, when said deed is prepared.

SECTION FIVE: The Deputy Director of the Real Estate Asset Management of the City of Mobile is hereby authorized and directed to negotiate, and to execute for and in the name and on behalf of the City of Mobile, whatever supporting documents, affidavits, closing statements, or other ancillary forms necessary to complete the sale of said property.

SECTION SIX: The proceeds from this sale to be placed in a Public Facility Improvement Fund.

SECTION SEVEN: This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

Adopted: MAY 30 2023

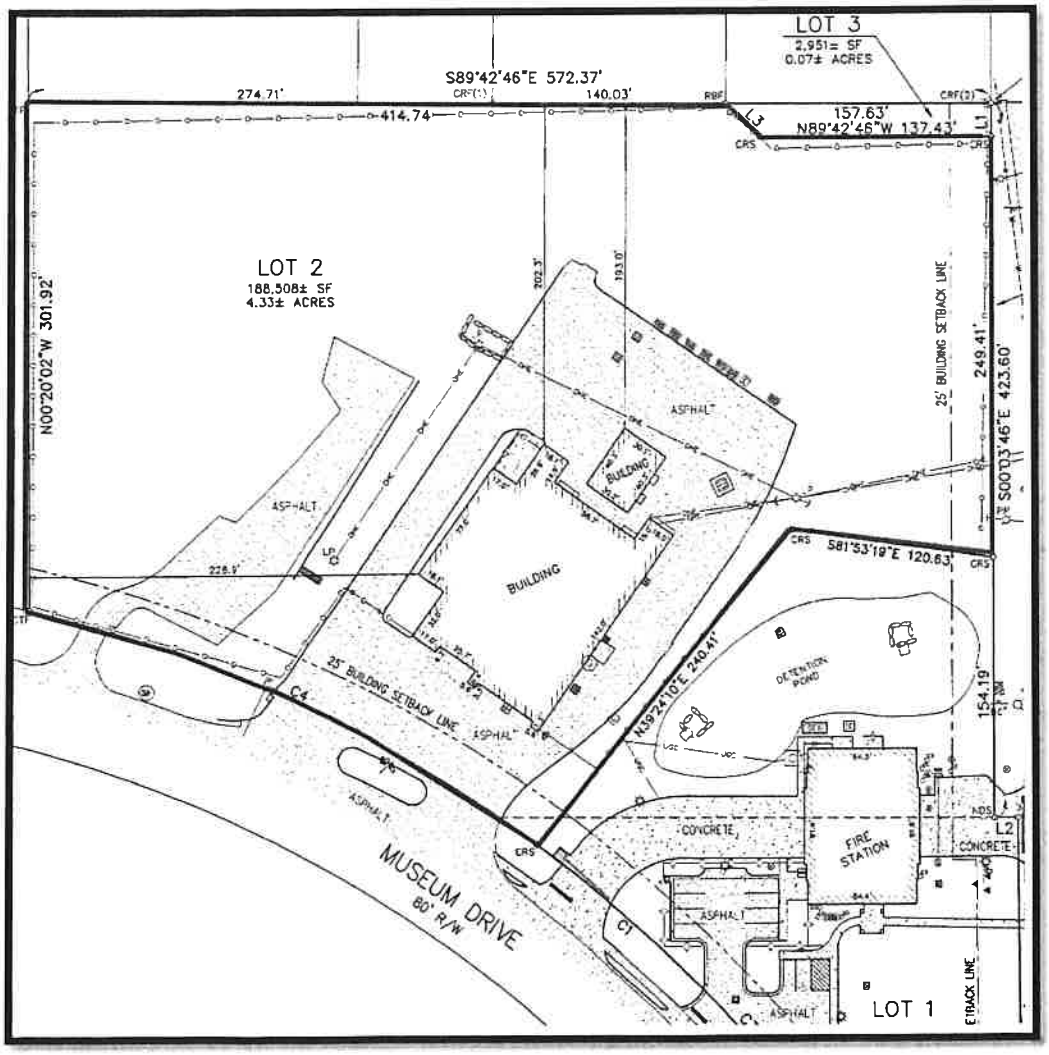
City Clerk

Exhibit A

720 Museum Drive, Mobile, AL 36608

KEY NO. - 02397873
PARCEL NO - 22806141002009.001

LEGAL DESCRIPTION: LOT 2 FORT HARDEMAN SUBDIVISION IN INSTRUMENT NUMBER 2021037217 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.



STATE OF ALABAMA
COUNTY OF MOBILE

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made and entered into effective as of the 30 day of May, 2023 by and between THE CITY OF MOBILE (hereinafter referred to as "**Seller**") and BURTON PROPERTY GROUP, LLC, an Alabama Limited Liability Company, (hereinafter referred to as "**Purchaser**").

BACKGROUND:

Resolution 2023-40-198 was approved for 720 Museum Drive to be marketed for sale with the intent of multi-family residential redevelopment for a community impact. In the event the City receives an offer to purchase under favorable terms and conditions, the purchase agreement will be presented to the Council for consideration, and the Council may, if it deems appropriate, adopt an ordinance declaring the property not needed for public purpose and authorizing the execution of the purchase agreement.

Starting March 3, 2023, for a 30-day period, the City of Mobile posted the property and advertised a Request for Proposals to purchase and develop 720 Museum Drive ("**RFP RE-23-001**"). The City Clerk's office held a public opening of proposal, submissions on April 5, 2023 in the atrium of Government Plaza.

On April 7, 2023 the City of Mobile notified Burton Property Group in writing its proposal ("**Proposal**") has been selected and recommended for award the redevelopment project.

The RFP RE-23-001 and Proposal are attached as **Exhibits B** and C merely for reference purposes but do not form a part of this Agreement.

WITNESSETH:

1. **Property.** That the parties hereto in consideration of the mutual promises and covenants hereinafter set forth do hereby agree that Seller promises to sell and Purchaser promises to purchase, subject to the terms and conditions contained below, that certain real property, hereinafter referred to as "the Property," owned by Seller and situated in Mobile in Mobile County, Alabama, an approximately 4.33± acre lot with a 16,400 square foot building commonly known as 720 Museum Dr., Mobile, AL 36608 and more particularly described on **Exhibit A**, attached hereto and made a part hereof, together with all of Seller's right, title and interest in and to the improvements, any easements benefitting the Property and tangible personal property located thereon at Closing, if any.

2. **Purchase and Sale.** Seller agrees to sell and convey the Property to Purchaser, and Purchaser agrees to purchase and pay for the Property from Seller, all in accordance with the terms and conditions provided in this Agreement. It is expressly understood and agreed by the parties hereto that the Property is being sold "AS IS, WHERE IS" with no express or implied warranties of any sort, except for any warranty of title set forth in the Statutory Warranty Deed executed

pursuant hereto or otherwise set forth herein. IN PARTICULAR, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

3. **Purchase Price.** The purchase price (the "**Purchase Price**") for the Property shall be One Million Two Hundred Fifty Thousand and No/100 Dollars ($1,250,000.00). The Purchase Price shall be paid to Seller in cash or immediately available funds suitable to Seller at the Closing subject to prorations, credits and other adjustments provided herein.

4. **Earnest Money.** Within seven (7) business days of execution of this agreement by both parties **("Effective Date")**, Purchaser shall deposit with Anders, Boyett, Brady & Smith (hereinafter referred to as the "**Escrow Agent**") the sum of Ten Thousand Dollars ($10,000.00) (the "**Earnest Money**"). The Earnest Money shall be held by Escrow Agent in accordance with the terms of this Agreement. Escrow Agent shall hold the Earnest Money in an non-interest-bearing account. If this Agreement is terminated, canceled, or rescinded, the Earnest Money shall be refunded to Purchaser or paid over to the Seller as liquidated damages as further provided herein and the parties shall be relieved of all obligations under this Agreement, except for those obligations which are expressly provided to survive the termination of this Agreement.

5. **Survey and Title.**

5.1 Survey. Boundary survey and existing building plans were provided by Seller in the Request for Proposal period. Purchaser, at Purchaser's expense, may, on or before expiration of the Inspection Period, obtain a land and title boundary, improvement and topographical survey of the Property (the "**Survey**") with permanent corner pins in place, prepared from an on-the-ground inspection by a land surveyor registered in the State of Alabama, showing thereon the correct legal description of the Property, its proper easements, rights-of-way, and adjacent roadways on and/or to the Property, the existing topography of the Property to the centerline of adjacent rights-of-way, and certifying to Purchaser that no improvements situated on or adjacent to the Property are the subject of encroachments or overlaps and that the survey has been prepared in compliance with applicable law and ALTA requirements for extended coverage owner's title insurance. The legal description drawn from the Survey shall be considered incorporated by reference into this Agreement as the description of the Property and shall be used as such in the Statutory Warranty Deed delivered at Closing. In the event the Survey discloses any title objections, the Purchaser shall notify the Seller in writing of such objections, which shall be subject to the provisions of Section 5.3 hereof.

5.2 Seller's Title. At the Closing, Seller shall convey a Statutory Warranty Deed to Purchaser with Insurable Fee Simple Title to the Property subject only to the following exceptions (herein referred to as the "**Permitted Exceptions**"):

(i) all prior conveyances, reservations and exceptions of oil, gas and other minerals that appear of record;
(ii) zoning ordinances, restrictive covenants and/or building setback lines, if any, applicable to the Property;
(iii) ad valorem taxes for the year of closing which shall be prorated at closing;
(iv) easements for public or private utilities and/or roadways of record ;
(v) all other matters relating to the Property recorded in the land records of

Mobile County, Alabama;

(vi) all other matters which would be disclosed by an accurate survey and inspection of the Property; and

(vii) any exceptions set forth on the title commitment, as hereinafter defined, to which Purchaser has no objection or is deemed to have waived objection, in accordance with the provisions of Section 5.3. "**Insurable Fee Simple Title,**" where used in this Agreement, shall be such fee simple title as is acceptable to and insurable in Purchaser's favor in the amount of the Purchase Price by Escrow Agent at standard rates, on an ALTA Form B Owner's Policy, and subject only to the standard printed exceptions (not removed pursuant to an owner's affidavit or otherwise as provided for herein) and the Permitted Exceptions.

5.3 Title Objections. On or before the expiration of the Inspection Period, herein defined, Purchaser, at Purchaser's expense, may obtain a title commitment issued by Escrow Agent, which shall provide a commitment to insure title to the Property on the full-coverage, standard, revised ALTA Owner's Policy of title insurance, Form B (the "**Title Commitment**") in the amount of the Purchase Price subject, however, to the Permitted Exceptions (to which Purchaser does not object), but without exception as to mechanics or similar liens, free and clear of any and all other mortgages, liens, judgments, leases, encumbrances, parties in possession, licenses, covenants, conditions, restrictions, easements, encroachments and any other matters of any nature affecting the title except as permitted in this Agreement. No later than ten (10) days prior to the expiration of the Inspection Period, Purchaser shall advise Seller in writing of any objections to the Title Commitment (including any of the Permitted Exceptions) and/or the Survey and, if no objections are so submitted by Purchaser within the applicable time period, it shall be deemed that the Title Commitment and the Survey are satisfactory, and Purchaser has no objections thereto. If Purchaser does advise Seller in writing of any objections, Seller shall have ten (10) days after the receipt of such statement of objections in which to notify Purchaser as to whether it will cure or remove such objections, Seller having no obligation to do so. If Seller notifies Purchaser that it will not cure or remove such objections or if Seller fails to respond with said ten days thereby being deemed to have elected not to cure such objections, then within ten (10) days after the receipt by Purchaser of such notice from Seller, or upon expiration of such ten (10) day period, Purchaser shall elect to either (i) terminate this Agreement, whereupon this Agreement shall be of no further force and effect, the Earnest Money shall be returned to Purchaser, and no party hereto shall have any further rights, liabilities or obligations hereunder or (ii) waive such objections to Seller's title. Failure by Purchaser to elect either alternative within such ten (10) day period shall be deemed an election to waive such objections.

5.4 Inspection Period. Boundary survey and existing building plans were provided by Seller in the Request for Proposal period. The Purchaser, at Purchaser's sole expense, personally or through agents, employees, or contractors, may go upon the Property upon request following the Effective Date of this Agreement and through the date of Closing, to inspect the Property, to conduct such soil, engineering, environmental, "wetlands" and other tests, investigations and analyses of the Property as Purchaser deems appropriate. The Seller hereby agrees to cooperate fully with the Purchaser so as to allow the Purchaser the reasonable

opportunity to inspect the Property and any other information respecting the Property. In connection with Purchaser's Title Commitment or Survey objections or in in connection with its request for zoning changes or permitting, Purchaser will provide to Seller copies of such applicable surveys, plans, zoning submission materials, and inspection reports, upon Seller's request. The Purchaser shall pay all of its costs incurred in making such surveys, inspections, tests, analyses and investigations, and Purchaser, at its own expense, shall be responsible for the repair of any damages to the Property incurred by reason of Purchaser's inspection of the Property. Purchaser shall indemnify, defend and hold Seller entirely harmless from any cost, expense, liability or obligation resulting from physical injury, property damage, mechanics' or materialmen's liens, caused by Purchaser's entry upon the Property pursuant to this section. Notwithstanding any other provision of this Agreement, the foregoing indemnity shall survive the expiration or termination of this Agreement for any reason whatsoever. On or before the expiration of the time period ending three hundred sixty (360) days following the Effective Date (the "**Inspection Period**"), Purchaser shall have the right to terminate this Agreement by delivery of written notice to Seller and Escrow Agent. Unless Seller and Escrow Agent receive express written instructions from Purchaser on or before the expiration of the Inspection Period that it is exercising its right to terminate the Agreement, Purchaser shall be deemed to have not terminated this Agreement. If Purchaser does give such notice of termination, the Escrow Agent shall refund the Earnest Money to Purchaser. The parties hereunder shall have no further rights, duties or obligations under this Agreement, except for such rights, duties or obligations as are expressly stated herein to survive a termination of this Agreement. The Purchaser agrees that it will make good faith efforts to submit for re-zoning / variances needed for the Project, as hereafter defined, within one hundred eighty (180) days from the Effective Date.

6. **Seller's Representations.** As an inducement to the Purchaser to enter into this Agreement and to purchase the Property, Seller warrants, represents to, and covenants with Purchaser as follows:

6.1. Title. Seller is the owner of Insurable Fee Simple Title to the Property, which shall be free and clear of all encumbrances, occupancies or restrictions except for the Permitted Exceptions.

6.2. Authority. Seller has the right, power, and authority to enter into this Agreement and has the right, power and authority to convey the Property in accordance with the terms and conditions of this Agreement. Seller represents and warrants to Purchaser that:

(i) all action necessary to authorize the execution of this Agreement by Seller, including, but not limited to the passage by the City Council of the City of Mobile, Alabama of an Ordinance specifically authorizing same, has been taken by Seller;

(ii) The individual(s) executing this Agreement on Seller's behalf has all requisite authority to bind Seller as aforesaid. Seller, at Purchaser's request, shall provide evidence of the foregoing.

6.3. The execution and delivery of this Agreement by Seller, the execution and delivery of every other document and instrument delivered pursuant to this Agreement by or on

behalf of Seller, and the consummation of the transactions contemplated by this Agreement have been duly authorized and validly executed and delivered by Seller, and will not:

(i) constitute or result in the breach of or default under any oral or written agreement to which Seller is a party or which affects the Property;

(ii) constitute or result in a violation of any order, decree or injunction with respect to which Seller and/or the Property is bound;

(iii) cause or entitle any party to have a right to accelerate or declare a default under any oral or written agreement to which Seller is a party or which affects the Property; and/or,

(iv) violate any provision of any municipal, state or federal law, statutory or otherwise, to which Seller or the Property may be subject.

6.4. Tenants. There are no current leases, tenants or parties in possession of the Property, other than Seller's possession. Seller agrees to deliver Purchaser exclusive possession of the Property at Closing, subject only to the Permitted Exceptions.

6.5. Contracts. There are no management arrangements, equipment, supply, maintenance, water, sewer, or other utility or concession agreements or service contracts of any kind respecting the Property.

6.6. Environmental Matters. Seller has furnished to Purchaser copies of all environmental studies which Seller has had performed or otherwise has in its possession pertaining to the Property, if any. Seller has not used, nor authorized nor allowed the use of the Property for the handling, treatment, storage, disposal or release of any hazardous or toxic substance as defined under any applicable state or federal law or regulation including without limitation CERCLA. Seller has no knowledge of any environmental matters pertaining to said Property and shall not be liable for any latent or future environmental matters that have not otherwise been previously disclosed and/or identified prior to Closing.

6.7. Property Conditions. Seller represents and warrants that to the best of Seller's knowledge, Seller has no knowledge of, and has received no notice of any conditions which would negatively impact the Property.

6.8. The Property has not been registered or certified as "historic" by any local, state or federal governmental entity or historic commission.

6.9. No Other Representations. Except as expressly provided in this Agreement, Purchaser acknowledges that neither Seller nor any agent, attorney, employee or representative of Seller has made any representation regarding the subject matter of this sale, including, but not limited to, representations as to the physical nature or condition of the Property. Acceptance of Purchaser's Response to the RFP does not waive zoning, permitting or any generally applicable City requirements.

7. **Purchaser's Conditions Precedent to Closing.**

7.1 Special Purchaser Contingencies. Purchaser and Seller acknowledge that Purchaser intends to purchase the Property for purposes of developing a high-density multi-family apartment project (the "**Intended Use**"). Purchaser's obligations under this Agreement are subject to the following Purchaser contingencies (together, the "**Special Purchaser Contingencies**") which shall extend the Inspection Period for up to one hundred eighty (180) additional days, provided Purchaser has submitted for building permits prior to the end of the initial Inspection Period, until such time as Purchaser notifies Seller of the satisfaction thereof:

(a) The City, County, State or other applicable authorities approving the following, as applicable: (i) the development of the Property for the Intended Use, including site plan approval and any necessary re-zoning or zoning variance; (ii) subdivision or combination approval; (iii) access availability from the authority having jurisdiction. Purchaser agrees to diligently pursue such approvals. Purchaser shall have the right to terminate this Agreement by written notice to Seller if Purchaser determines that it will be unable to obtain the necessary approvals.

(b) The issuance of all necessary construction permits by applicable authorities.

(c) The non-existence of a moratorium imposed or announced by any City, County or State authority or utility supplier that would result in any utility supplier delaying or denying sanitary sewer, water, natural gas, electricity or telephone service and connections with respect to the Property.

So long as the Purchaser is diligently pursuing the satisfaction of the foregoing Special Purchaser Contingencies, Seller agrees to extend the Inspection Period to allow Purchaser sufficient time to satisfy the Special Purchaser Contingencies; provided however, that notwithstanding the foregoing, the Inspection Period shall not extend beyond the original Inspection Period of 360 days for more than one hundred eighty (180) additional days unless the parties agree in writing. If the Purchaser reasonably determines that it will not be possible to satisfy the foregoing Special Purchaser Contingencies, Purchaser shall have the right to terminate this Agreement, the Earnest Money will be promptly refunded to Purchaser, and neither party shall have any further obligations under this Agreement, except with respect to the obligations that expressly survive termination, as provided herein.

8. **Closing Conditions**. In addition to the Special Purchaser Contingencies listed in Section 7, Purchaser's obligations to consummate the purchase of the Property pursuant to this Agreement are subject to and conditioned upon the satisfaction of the conditions precedent listed in this Section 8. In connection with such conditions precedent, Purchaser shall have the obligation to use good faith efforts to attempt to satisfy the conditions precedent at or prior to Closing unless Purchaser shall advise Seller in writing that same are not satisfied at or prior to Closing, the conditions precedent shall be deemed fully satisfied. If any of the conditions precedent are not satisfied, at Purchaser's election, and upon delivery of written notice to

Seller at or prior to Closing, Purchaser may terminate this Agreement and Escrow Agent shall refund the Earnest Money to Purchaser and thereafter the parties shall have no rights, duties or obligations under this Agreement except for those obligations which expressly survive any termination of this Agreement.

8.1. Title. Purchaser's obligations under this Agreement are subject to and conditioned upon Seller's conveyance of Insurable Title to Purchaser, subject only to the Permitted Exceptions and issuance by Escrow Agent of a Title Policy pursuant to the Title Commitment "marked down" through the Closing, subject only to the Permitted Exceptions.

8.2. Property Conditions and Future Operations. Purchaser's obligations under this Agreement are subject and conditioned upon Purchaser determining that they are satisfied with the condition of the Property as determined during the Inspection Period. From the Effective Date until the Closing or earlier termination of this Agreement, Seller will (a) keep, maintain and, if applicable, operate the Property in substantially the same condition and manner as of the Effective Date, reasonable wear and tear excepted; and (b) promptly advise Purchaser within five (5) days receipt of notice of any of the following: litigation, arbitration or administrative hearing from the City, County, State or any other authority or otherwise concerning the Property arising or threatened of which Seller has written notice; special assessments or proposed increases in the valuation of the Property; condemnation or eminent domain proceedings affecting any portion of the Property; citations or notices regarding failures to maintain any permits or licenses for the Property; and liens affecting the Property. Seller shall take no action that might materially damage or adversely affect the value of the Property after the Effective Date and shall not cause or suffer any waste of the Property. The Property shall be in substantially the same condition on the Closing Date as on the Effective Date except as otherwise provided in this Agreement, and Seller shall make all necessary repairs and replacements until the Closing as necessary to comply with the requirements hereof. Until Closing, Seller shall maintain such casualty and liability insurance on the Property as is presently being maintained.

8.3. Compliance with Agreement. Purchaser's obligations under this Agreement are subject to and conditioned upon Seller's compliance with all of the terms, conditions, obligations, covenants, representations and warranties as are contained in this Agreement applicable to Seller. The conditions precedent shall be applicable through the Closing date, as may be extended.

9. **Closing.**

9.1. Closing Date and Location. Unless otherwise agreed upon between Seller and Purchaser, the Closing (the **"Closing"**) shall occur no later than thirty (30) days after end of the Inspection Period, as may be extended as provided herein.

9.2. Deliveries at Closing. The purchase and sale of the Property contemplated by this Agreement shall be closed at Closing by the Seller's delivery of a properly executed Statutory Warranty Deed conveying Insurable Fee Simple Title to such Property to Purchaser, subject only to the Permitted Exceptions, and by payment by Purchaser of the Purchase Price for

the Property in the manner provided in Section 3 hereof, and by the execution and delivery of the following documents or conditions satisfied:

9.2.1. A duly executed closing statement itemizing all credits between Seller and Purchaser;

9.2.2. A duly executed certificate of Seller reaffirming the representations and warranties made in Section 6 of this Agreement;

9.2.3. A duly executed affidavit of title with respect to the Property and such other agreements as may be necessary to cause issuance of the Title Policy with an effective date on the Closing Date without exception for mechanics' or materialmen's liens, other statutory liens, or the rights of persons in possession, or for the "filing and indexing gap", which shall mean the risk that notice of intervening liens might be filed, recorded, indexed, or all of the above, subsequent to the time of the last title check down prior to Closing and prior to the filing, recording, indexing, or all of the above, of the closing documents that are to be filed, recorded and indexed in the public records (it shall be a condition of Closing that Purchaser is issued the Title Policy at Closing in the manner described herein);

9.2.4. A duly executed certificate with respect to Section 1445 of the Internal Revenue Code of 1986, as amended, stating, among other things, that Seller is not a foreign corporation or non-resident alien, as defined in the Code and regulations issued pursuant thereto;

9.2.5. A real estate reporting transferor identification, showing Seller's correct federal tax identification number, to enable the closing attorneys to complete and file the required IRS Form 1099-S;

9.2.6. An affidavit of residency or exemption from withholding tax on sale of real property by nonresidents in compliance with Code of Alabama (1975) §40-18-86.

9.2.7. Bill of Sale executed by Seller assigning to Purchaser the tangible personal property located on the Property.

9.2.8. Delivery of exclusive physical possession of all the Property; and

9.2.9. Such other instruments, documents, certificates, affidavits or agreements as are customary for closings in Mobile County, Alabama, and reasonably requested by Escrow Agent, the title company, or counsel.

9.3. Closing Costs. At the Closing, Seller and Purchaser shall respectively pay the following costs and expenses:

9.3.1. Seller shall pay any fees and expenses of the Seller's attorneys for preparation of the Statutory Warranty Deed and customary Seller affidavits and certifications. Purchaser shall pay the fees and expenses of Purchaser's attorneys, all title insurance costs and

premiums, and recording costs associated with the deed. Except as otherwise provided herein, all other closing costs will be paid by the party incurring the expense.

10. **Condemnation.** In the event, at any time between the Effective Date of this Agreement and the Closing, all or any portion of the Property is condemned by any legally constituted authority for any public use or purpose (or conveyed in lieu thereof), then Purchaser shall have the right to (a) terminate this Agreement as to the Property, in which event all Earnest Money paid by Purchaser remaining on deposit with Escrow Agent, shall be immediately refunded to Purchaser, and neither Purchaser nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement or (b) consummate the Closing, in which latter event the award of the condemning authority shall be assigned to Purchaser at the Closing.

11. **Brokers.** Seller and Purchaser each represent and warrant one to the other that neither has employed, retained, or consulted any real estate broker, agent or other finder in carrying on the negotiations relative to this Agreement and the transaction contemplated hereby.

12. **Default.**

12.1. Seller's Default.

12.1.1. If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or breach of any terms or conditions herein contained, or if Seller otherwise defaults in the performance of its obligations under this Agreement, Purchaser may (i) terminate this Agreement and the Earnest Money shall be promptly refunded to Purchaser, or (ii) Purchaser may seek specific performance.

12.1.2. As a condition precedent to the effective exercise of Purchaser's option to terminate this Agreement or take other action, pursuant to the provisions of Section 12.1.1 above, Purchaser shall give Seller notice in writing, in accordance with the notice provisions of this Agreement, which notice shall state, with particularity, the alleged breach or default or non-performance of Seller and the action required by Seller to cure such breach. Seller shall have a period of ten (10) days after receipt of such notice to cure the alleged default, breach, or non-performance to Purchaser's reasonable satisfaction, and to thereby cure the default and prevent termination of this Agreement. If Seller does not cure said default and Purchaser elects to terminate this Agreement, then this Agreement shall terminate and Seller and Purchaser shall be relieved of all obligations under this Agreement, except for those obligations which are expressly provided to survive the termination of this Agreement.

12.2. Purchaser's Default.

12.2.1. If the sale and purchase of the Property contemplated by this Agreement is not consummated because of the Purchaser's default, the Escrow Agent shall pay the Earnest Money to Seller as the Seller's full liquidated damages, the parties hereto acknowledging that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default. The right to receive the Earnest Money as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Purchaser, and Seller

hereby waives and releases any right to (and hereby covenants that it shall not) sue Purchaser for specific performance under this Agreement or to prove that Seller's actual damages exceed the amount of said sums.

12.2.2. As a condition precedent to the effective exercise of Seller's option to terminate this Agreement, pursuant to the provisions of Section 12.2.1 above, Seller shall give Purchaser notice in writing, in accordance with the notice provisions of this Agreement, which notice shall state, with particularity, the alleged breach or default or non- performance of Purchaser and the action required by Purchaser to cure such breach. Purchaser shall have a period of ten (10) days after receipt of such notice to cure the alleged default, breach, or non-performance to Seller's reasonable satisfaction, and to thereby cure the default and prevent termination of this Agreement. If Purchaser does not cure said default then this Agreement shall terminate and Seller and Purchaser shall be relieved of all obligations under this Agreement, except for those obligations which are expressly provided to survive the termination of this Agreement.

13. **Assignment of Agreement**. This Agreement is fully assignable by the Purchaser to any entity in which Purchaser or Philip G. Burton has ownership, control or manages, with the prior written consent of the City, which consent shall not be unreasonably withheld.

14. **Time of Essence**. Time is of the essence hereof.

15. **Notices.** Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be delivered:

(i) by United States registered or certified mail, return receipt requested, postage prepaid,
(ii) by delivery via a nationally recognized overnight courier service that obtains receipts or a recognized same day courier service that obtains receipts, or
(iii) by hand delivery.

Each notice shall be addressed to each party at its address set forth below or such other addresses as may be changed by the parties by written notice as herein provided. Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the next business day following deposit with an overnight courier delivery service, or on the third mail day after the date of deposit in the United States mail as to notices sent only by certified mail or on the date of delivery for hand delivery.

Seller:
The City of Mobile
Real Estate Department
Post Office Box 1827
Mobile, AL 36633

Copy to:
The City of Mobile
Assistant City Attorney
Post Office Box 1827

Mobile, AL 36633

Purchaser:
Burton Property Group, LLC
Attn. Kathy Sherman, Esq.
41 W. I-65 Service Rd. N., Ste. 310
Mobile, Al 36608

Copy to:
J. Stephen Harvey, Esq.
11 North Water Street, Suite 13290
Mobile, AL 36602

16. **Entire Agreement; Modification.** This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the Property and contains the sole and entire understanding between Seller and Purchaser with respect to the Property. All promises, inducements, offers, solicitations, agreements, commitments, representations and warranties heretofore made between such parties are merged into this Agreement. This Agreement shall not be modified or amended in any respect except by a written instrument executed by or on behalf of each of the parties to this Agreement.

17. **Binding Effect; Governing Law.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns (if permitted pursuant to the terms hereof). This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama and it is expressly agreed and stipulated that this Agreement shall be deemed to have been executed and performable by all parties in Mobile County, Alabama. The jurisdiction and venue for any actions arising under this Agreement shall lie in the state and federal courts of Mobile County, Alabama.

18. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument and agreement.

19. **Waiver.** Any condition, right, election, or option of termination, cancellation, or rescission granted by this Agreement to Purchaser or Seller may be waived in writing by such party.

20. **Date of Performance.** If the time period by which or date on which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing(s) must be held, expires on a Saturday, Sunday or legal holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day in the State of Alabama.

21. **Effective Date.** This Agreement shall be effective as the day on which all parties have executed an identical counterpart of this Agreement and an executed counterpart is received by each party (the "**Effective Date**").

22. **Leases, Easements Etc.** So long as this Agreement remains in effect, Seller shall not enter into any leases, easements or other documents affecting the Property without the prior written consent of the Purchaser. From the Effective Date through the Closing, Seller shall not undertake any action with respect to the Property or the operation thereof outside the ordinary course of business without Purchaser's prior written consent.

23. **Seller Cooperation.** Seller and Purchaser acknowledge and agree that Purchaser intends to develop the Property for the Intended Use. Seller agrees to execute such affidavits, petitions and applications as may be reasonably requested by Purchaser or required by governmental officials in the City, County and State in which the Property is located, provided that Seller shall not be obligated to incur any but nominal expense in the foregoing. Purchaser shall be responsible for all of its costs and expenses associated such approvals.

24. **Anti-Discrimination.** All of City of Mobile contracts require that parties 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.

25. **Indemnification**. Purchaser shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, damages, liabilities, and related expenses (including without limitation, attorney's fees) arising from Purchaser's negligence or wrongful acts performed under this agreement, but shall not include any indemnification for Seller, its officers, elected officials, agents, representatives, and employees for their acts of negligence or wrongful acts.

26. **Immigration.** 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.

27. **Acceptance**. If this Agreement is not executed by Seller and delivered to Purchaser unaltered on or before close of business June 8, 2023, then said offer shall become null and void and of no further effect and all earnest money shall be returned to Purchaser.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Signature page immediately following.

IN WITNESS WHEREOF, the parties hereto have duly signed, sealed, and delivered this Agreement on the dates specified below their signatures.

SELLER:

THE CITY OF MOBILE, a Municipal Corporation

By: _____
Name: William S. Stimpson
As Its: Mayor

ATTEST:

_____
City Clerk

PURCHASER:
BURTON PROPERTY GROUP, LLC,
an Alabama Limited Liability Company

By: _____
Name: Philip Burton
Its: President/CEO

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that Philip Burton, whose name as signed to the foregoing Agreement for Sale and Purchase and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement for Sale and Purchase, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 19th day of May, 2023.

Mallory D. Tyson
Notary Public

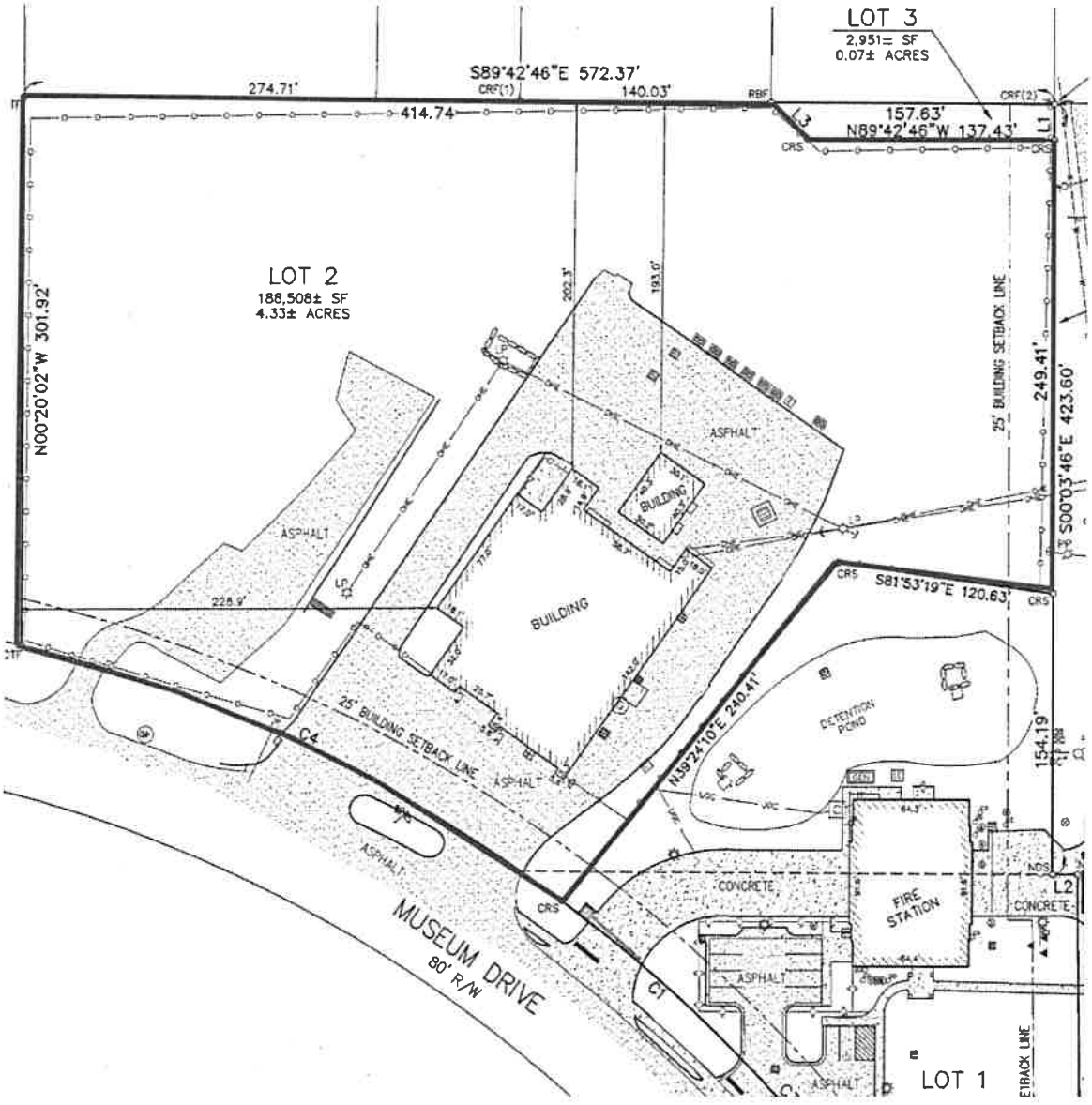
My Commission Expires: 4/21/25

MALLORY D TYSON
Notary Public
Alabama State at Large

EXHIBIT "A"

Property Address: 720 Museum Dr., Mobile, AL 36608

Parcel No. R022806141002009.001, Key No. 02397873



LEGAL DESCRIPTION

STATE OF ALABAMA
COUNTY OF MOBILE

LOT 2 FORT HARDEMAN SUBDIVISION IN INSTRUMENT NUMBER 2021037217 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

EXHIBIT B

RFP RE-23-001

[Attached]

CITY OF MOBILE
REQUEST FOR PROPOSALS (RFP) TO PURCHASE AND REDEVELOP 720 MUSEUM DRIVE

PUBLISHED: March 3, 2023
https://www.cityofmobile.org/services/business/bids/

https://www.cityofmobile.org/real-estate-listings/

PUBLISHED: AL.COM & Lagniappe

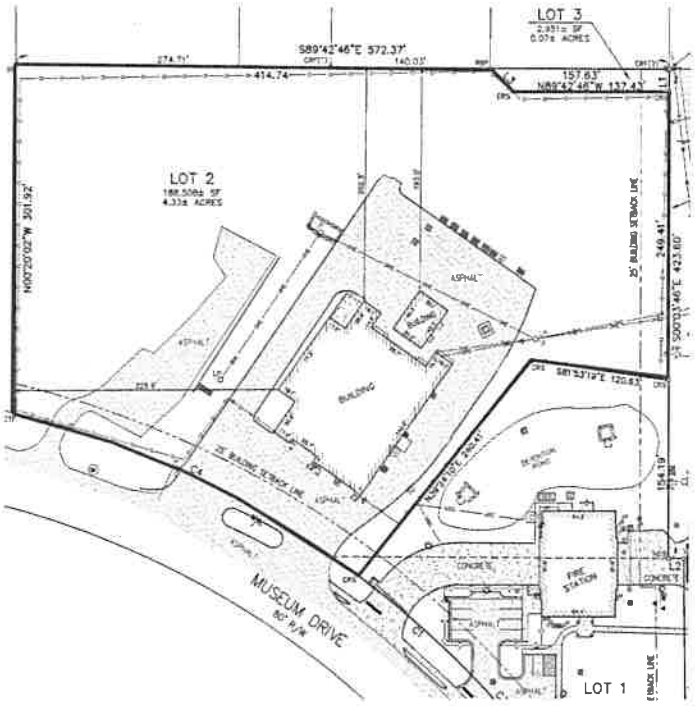


OVERVIEW

Offering Summary	The City of Mobile (City) owns a parcel of improved real property that was previously used as a City facility and as an armory prior to City usage, but is no longer needed by the City. The City of Mobile seeks proposals to purchase with the intent with for a qualified developer to create an impact to the community through residential development. Multifamily dwellings are of interest to support the residential housing demand.
Property Location	The property is located at 720 Museum Drive.
Site / Zoning	The site is 4.33± acres and the building is 16,400± SF, Lot 2, with the existing structures are to be demolished by the developer. It currently falls within R1 residential zoning. However, the property can be considered for rezoning to a more suitable category, depending on the plans. It is expected that the selected respondent will rezone the property as needed, with city staff support.
Utilities	Existing utilities on site include Alabama Power (electrical), Spire Energy (natural gas) and Mobile Area Water and Sewer System (water and sanitary sewer).
Area Information	The property is located in the Spring Hill Avenue area of the City and is surrounded by neighborhood businesses, recreational facilities, public safety facilities, and residential neighborhoods. The selected developer could show community impact intent by also enhancing the area of N. McGregor Blvd from the round-about to Springhill Avenue.
Pricing	The City of Mobile is required to obtain a minimum of fair market value for the sale of its real property. Proposals less than $820,000 will not be considered. Broker fees will be paid by the buyer – line item included on the respondent form attached.

SUBJECT PROPERTY

LOCATION: 720 Museum Drive



LEGAL DESCRIPTION

STATE OF ALABAMA
COUNTY OF MOBILE

BEGINNING AT A CAPPED REBAR (R&C) AT THE SOUTHEAST CORNER OF LOT 1, ST. AUGUSTINE RESUBDIVISION, AS RECORDED IN MAP BOOK 121, PAGE 13 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 00°-03'-46" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF MCGREGOR AVENUE (VARIABLE R/W) A DISTANCE OF 423.60 FEET TO A NAIL & DISK (WATTIER) IN CONCRETE; THENCE RUN NORTH 89°-42'-46" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 13.68 FEET TO A NAIL & DISK (WATTIER) IN CONCRETE; THENCE RUN SOUTH 00°-41'-41" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 399.87 FEET TO THE NORTHEAST RIGHT-OF-WAY LINE OF MUSEUM DRIVE (80' R/W); THENCE RUN NORTHWESTWARDLY ALONG SAID NORTHEAST RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE LEFT (HAVING A DELTA OF 56°-01'-09", A RADIUS OF 840.15 FEET; A CHORD BEARING OF NORTH 48°-20'-47" WEST, AND A CHORD LENGTH OF 789.10) AN ARC DISTANCE OF 821.43 FEET TO A CRIMP TOP PIPE; THENCE RUN NORTH 00°-20'-02" WEST A DISTANCE OF 301.92 FEET TO A 2" OPEN TOP PIPE; THENCE RUN SOUTH 89°-42'-46" EAST A DISTANCE OF 572.37 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 6.21 ACRES, MORE OR LESS.

SITE AND BUILDING INFORMATION:

The Site is a total of 4.33± acres, or 188,508± square feet; the building is 16,400± square feet. The building is a brick and metal structure built on concrete slab foundation and has a built-up flat and metal roof. The City is seeking a developer to demolition existing structures on the property to create new construction multifamily residential.

SURROUNDING AREA:

The property of 720 Museum Drive is in the beautiful Spring Hill area. It is close to medical facilities, shopping, banking, and has residential neighborhoods to the north and east of the property. The area boasts of nearby parks, museums, community theater, and more. It is surrounded immediately by recreational, commercial, and a brand-new state-of-the-art fire station.

The site is currently zoned R-1, single family residential. However, there are both single family neighborhoods and multi-family complexes within a quarter of a mile away. Development would be required to fully comply with applicable City of Mobile zoning regulations to include (but not limited to) parking and circulation, setbacks and buffering, and landscaping and tree planting requirements. Depending on the proposed occupancy, providing the required number of parking spaces, with circulation, should be planned according to City ordinance and code.

Additionally, the site will need to comply with City Engineering/Right of Way requirements and the building, with Build Mobile/Permitting building code requirements.

The Selected respondent will be responsible for any needed rezoning of this parcel.

PRESENT CONDITION OF THE PROPERTY:

The information below is for informational purposes only and in no way should be used, without further inspection, to construct a response to this RFP.

- The Property is being sold as-is. No warranties or representations of any kind are being made by the City of Mobile, its agents or assigns.
- The buildings on this site were built in 1966; these are to be demolished by the buyer.
- The site has been determined to be outside the 500-year FEMA floodplain. The site is designated as Flood Zone X.
- All major public utilities are available to the site.
- Based on the age of the building and the materials used in its construction, it is possible that there may be asbestos containing materials, lead base paint, or other hazardous materials present in the building. Respondents will be responsible for conducting their own environmental assessment and testing and will be responsible for any required environmental remediation.

CITY OBJECTIVES

The City of Mobile seeks to select a developer to purchase the property at 720 Museum Drive to accomplish the following objectives:

- Residential development for a community impact to substantially commence within a 12-month timeframe. The deed to the awarded qualified developer will include the restriction(s).
- Undertake the rezoning and approvals process to convert property to the acceptable residential development planned;
- Create an aesthetic and safe community impact for residents along Museum Drive and near Langan Park, blending well with commercial activity along Museum Drive and Spring Hill Avenue, and to contribute to the amenities in the neighborhood by providing a residential development;
- Return the property to the tax rolls.

PROPOSALS, ELIGIBILITY, AND SELECTION

PROPOSALS

In addition to meeting the above threshold requirements, the Respondent must submit a complete response to this Request for Proposals. The Response must contain the following information:

- The price the Respondent is willing to pay for the Property in its "as-is" condition. The City is required to obtain at least Fair Market Value for the sale of its real property. The minimum bid is $820,000;
- A conceptual plan for rezoning of the property and residential development;
- Identify and describe in detail future occupancy plans for the Property once the redesign has been completed, including any re-zoning or conditional use permits that would be required.
- Provide a detailed timeline for the entire rehabilitation project, including completion dates that include the following milestones:
    - Rezoning the site for the proposed use;
    - Procuring building permits;
    - Start of construction;
    - Certificate of Occupancy.
    - Place offer in a closed opaque envelope labeled "SEALED PROPOSAL".
    - If bidder desires that payment of any broker fee be disbursed as a closing cost from the gross sale proceeds, then the amount of the fee shall be plainly disclosed in the bid and the bid amount should be increased accordingly so that the net proceeds to the City of Mobile is not reduced.

All questions must be sent in writing by mail to Carleen Stout-Clark at the address listed under "Proposal Submission" below or by email to carleen.stout@cityofmobile.org / RE: PROPOSAL-720 Museum Dr., REAL ESTATE DEPARTMENT. Questions must be received no later than three (3) business days prior to the date for receipt of Proposals. All responses will be in writing in the form of an Addendum to the Request for Bids.

FINANCIAL CAPABILITY

In addition to the above, the successful Respondent must demonstrate the financial capacity to undertake the proposed redevelopment and will be required to submit the following upon selection:

- Potential investors or contractors: a line of credit availability OR proof of funds letter from a lending institution and most recent corporate financial statement OR other evidence acceptable to the City;
- If an investor or contractor, please provide three references or examples of similar, previous projects.

RESPONDENT ELIGIBLITY

Selection will be based on the highest responsible and responsive proposal that best satisfies the objectives of the City for the development of this Property. Conceptual plans will be considered.

Respondent must meet the following threshold requirements in order to be eligible to respond to this RFP:

- The Respondent or a related entity may not own any real property within the City of Mobile that has any unresolved citation or violation of any local codes and/or ordinances.
- The Respondent may not own any real property within the City of Mobile, Mobile County or the State of Alabama that is tax delinquent.
- The Respondent must not have been the prior owner of any real property in the City of Mobile that was transferred to the State Land Commissioner as a result of tax delinquency.

PRE-PROPOSAL MEETING AND INSPECTION: Any and all interested parties are encouraged to attend a pre-proposal meeting and inspection of the Property on Thursday March 16, 2023 beginning at 10:00 a.m. The Property will be open until 12:00 noon. No other tour or inspection of the Property will be conducted.

PURCHASE AGREEMENT

Following selection, the selected respondent will be required to enter into a Purchase Agreement with the City. The Purchase Agreement shall incorporate the following: A Scope of Work and/or Construction Plans and Specifications as deemed acceptable by the City based on the conceptual plans proposed by the Respondent, the Project Timeline, including performance milestones such as close of due diligence and issuance time of closing; and a reversion clause. The specific terms of the Purchase Agreement will be negotiated between the City and the successful respondent upon selection.

The City will be responsible for the cost of the preparation of the deed and Title Insurance. The deed will include restriction(s) regarding the residential requirement for this development. All other closing costs as well as the costs for additional surveys or inspections shall be the responsibility of the selected respondent.

The selected respondent will have thirty (30) days from selection to execute a Purchase Agreement with the City.

PROPOSAL SUBMISSION

RESPONSES ARE DUE: Responses must be received on or before Wednesday, April 5, 2023, at 2:00 p.m. CST.

All Proposals shall be submitted on the Response Form provided with this Request for Proposals. Proposals may be delivered or mailed to the following:

Physical Address:	City of Mobile Government Plaza (Drop off – 9th Floor South Tower "City of Mobile Bids") City Clerk's Office 9th Floor, South Tower RE: Sealed Proposal for 720 Museum Drive Property 205 Government Street Mobile, AL 36602
Mailing Address:	City of Mobile City Clerk's Office – 9th Floor, South Tower RE: Sealed Proposal for 720 Museum Drive Property P.O. Box 1827 Mobile, AL 36633

If Proposal Delivered in person: Enter Government Plaza, take the South Tower elevators to the 9th Floor, and leave sealed Proposal in the box, marked "City of Mobile Bids", no later than Wednesday, April 5, 2023 @ 2:00 PM local time. Proposals Will Not Be Accepted in the Real Estate Department.

PROPOSAL OPENING and SELECTION

Proposals will be opened at 2:30 pm on April 5, 2023. All responsible and responsive Proposals will be forwarded to a real estate committee for review and recommendation for award.

The City may reject any or all Proposals or may make awards to the highest and most responsive Respondent. In determining the most responsive proposal, the City shall take into consideration the Respondent's proposal and the following factors:

- The price the Respondent is willing to pay for the parcel;
- The proposed use and rehabilitation plan;
- The Respondent's financial capacity to undertake the project(s) in a timely manner (to be reviewed upon selection).

Selection of successful Respondent will not be based solely on high bid, but rather on the complete proposal package. It is anticipated that a selection would be made by April 14, 2023.

RESERVATION OF RIGHTS

The City reserves the right to:

- Amend, modify, or withdraw this RFP;
- Revise any requirements under this RFP;
- Accept any proposal deemed to be in the best interests of the City, and to reject any and all proposals;
- Require supplemental or clarifying information from any responding party, without having been deemed to have changed the terms of the RFP;
- Extend the deadline for submissions of responses;

- Negotiate or hold discussions with any Respondent to supplement responses.
- Include deed restriction(s) regarding residential development.

Additionally:
The City may exercise all rights at any time without notice and without liability for expenses incurred in responding to any changes in the RFP. Responses are prepared at the sole cost and expense of the respondent. Responses are submitted for the benefit of the party identified on the Proposal Form and are non-assignable.

Nothing stated at any time by any City agent or representative will effect a change or addition to the RFP, unless confirmed in writing by the City and distributed to all responders.

All information submitted in response to this RFP shall become the property of the City, and as such, may be subject to public review as public records. Any responder who submits records of sensitive internal business affairs, proprietary information, or information that could potentially be used by competitors to achieve an unfair business advantage must identify the information as confidential at the time it is submitted to the City. The City will not release appropriately designated confidential information. If the City finds that the information is not confidential for purposes of the Alabama Open Records Act, it will consult with the responder before releasing it to the public.

Respondents acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liability incurred by the respondent as a result of, or arising out of, responding to this RFP.

This proposal uses the gender-neutral words "it" and "its" in place of "he" and "she" and "his" and "her," etc., merely for the sake of brevity or to include the possibility that a consulting firm might submit a proposal.

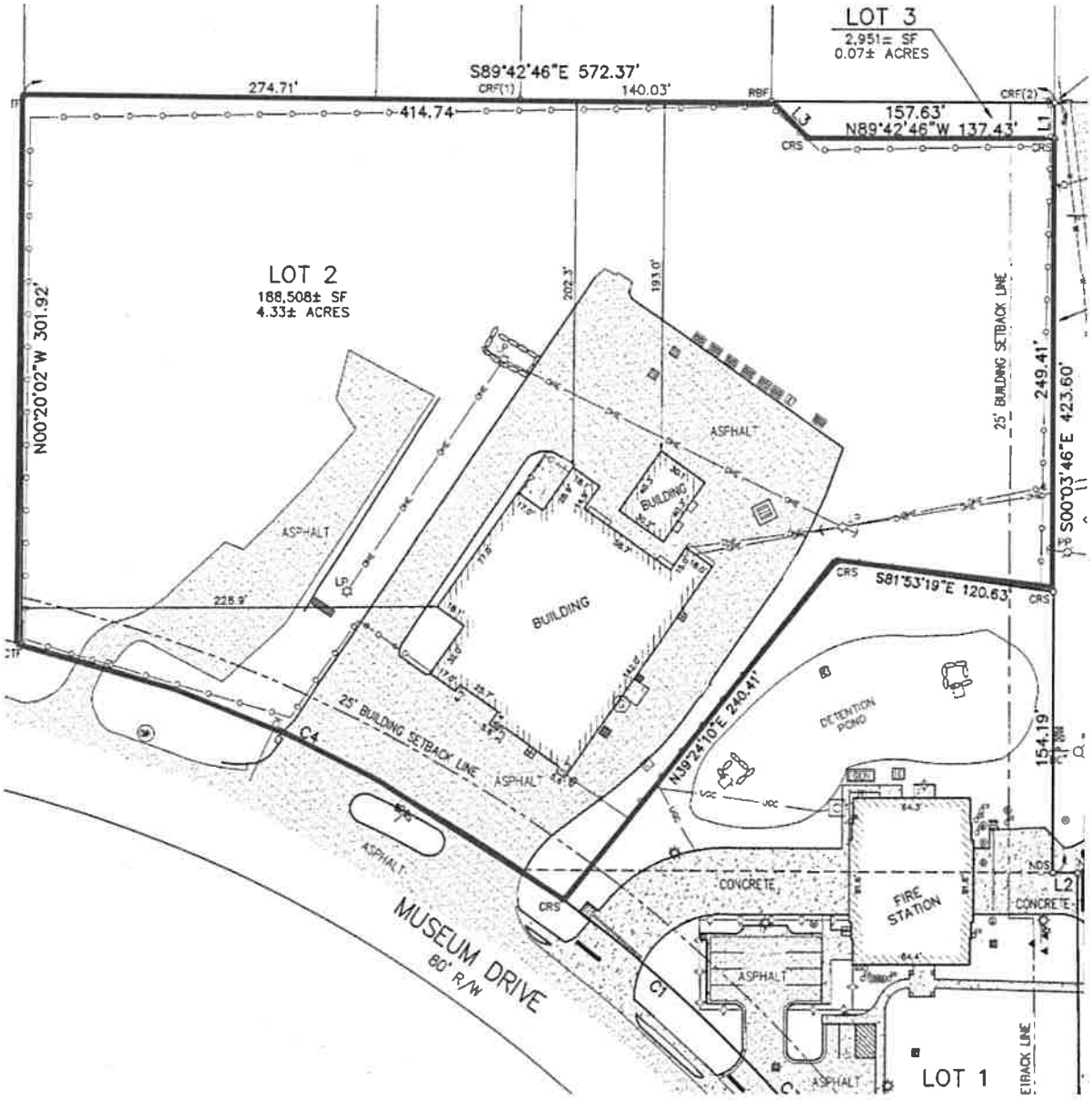
DISCLAIMERS

The Property is being sold "as is, where is."

APPENDICES

1. **Property Survey***
2. **Site Plan***

***The attached drawings are intended only for respondents' general information in preparing their proposals. No guarantee is given as to the accuracy of these documents. Respondents shall be responsible for verifying all information and for preparing their own surveys in preparation of their proposal and for documents required at closing.**



RESPONSE FORM

RESPONDENT hereby bids the lump sum of _____ and 00/100 Dollars ($_____.00) for the purchase of the City-owned property described in the Request for Proposals at 720 Museum Drive, Mobile, AL. The lump sum entered above does not include closing costs and other costs of the sale.

Estimated Broker's or Finder's Fee, if applicable, is $_____ and is included in the aforementioned lump sum.

CERTIFICATION

I hereby certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for this property and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this Response Form for the Respondent. I further certify that I have read and understand all the response specifications and conditions. I agree to all terms, conditions and provisions that pertain to the sale of the specified property.

BIDDER NAME AUTHORIZED SIGNATURE

BIDDER MAILING ADDRESS PRINT AUTHORIZED NAME

CITY STATE ZIP CODE TITLE

AREA CODE/TELEPHONE NUMBER

EMAIL ADDRESS

Exhibit C

Proposal

[Attached]



THE VILLAGE

BPG | Burton PROPERTY GROUP

720 Museum Drive RFP Response

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The Village Timeline.... Page 12

The Village Project Narrative

The Village provides resort style apartment living nestled in the Spring Hill community. Our expertly designed apartment resort will deliver a modern concept to the classic design of Spring Hill's historic architecture. Conveniently located on Museum Drive **The Village** provides walkable proximity to Spring Hill Village shopping, the recreation area of Langan Park, and only minutes' drive from Spring Hill's finest dining, shopping, country club, tennis, and local universities. The best of Spring Hill and Mobile is at your doorstep.

The Village apartment community comprises of three hundred sixty-two residential units, over five hundred fifty structured parking spaces, clubhouse amenities, pool, and recreation area, creating the finest apartment living in the Spring Hill area. These elegant units will house approximately five hundred residents bringing benefit and support to local businesses and service providers. Spring Hill and Mobile will realize the potential of the Blueprint for Spring Hill to attract and secure businesses to the Spring Hill Commercial and Retail Corridor Initiative with the addition of **The Village's** thriving neighborhood community.

The Village home interiors will be thoughtfully designed for comfort and convenience and will be stylishly appointed with premium materials and finishes. Our apartment homes will feature chef-inspired kitchens with granite countertops and under-mount sinks, hardwood inspired flooring, spacious closets, designer lighting packages and inspiring views of our stunning Mobile sunsets. **The Village** will provide an innovative parcel delivery system to keep your packages and food deliveries safely where you can find them.

The Village amenities will provide residents a well-appointed 7,000 square foot clubhouse space where you can exercise in our state-of-the-art fitness center, private yoga, and Pilates studio, zoom room, the conveniences of valet dry-cleaning and concierge services, game room, coffee barista area, and spacious gathering areas for indoor tailgating on game days. **The Village** will also allow you to "Get Outdoors" and relax by the year-round resort style pool and spacious sun deck or enjoy some solitude in the privacy of our green space courtyard with grilling areas and hammock lounge.



The Village view from NW corner showing garage tucked behind liner buildings



The Village view from Museum East corner



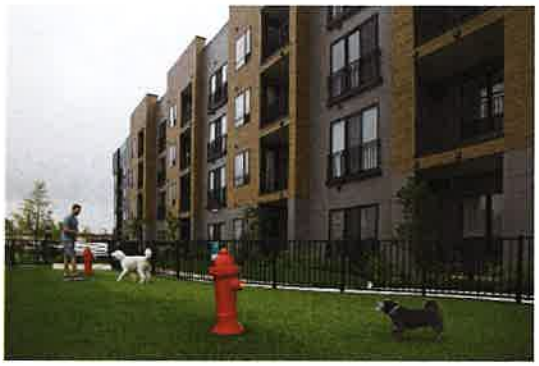
The Village view from McGregor



The Village view from Museum West corner

The Village Amenity Example Imagery










The Village in context with the Spring Hill Blueprint

Burton Property Group drew inspiration for **The Village** from the Blueprint for Spring Hill. The intersection of Museum Drive and McGregor Ave. is listed as a key intersection for Spring Hill's overlay district. 720 Museum Drive is situated at the heart of this key intersection. Burton Property Group intends to promote the growth and development of this key intersection by providing much-needed households to serve as the commercial, civic, and cultural center of the Spring Hill community. Households are the driver of commercial, civic, and cultural development of all communities. **The Village** provides a carefully crafted development that will be aesthetically and contextually woven into the fabric of Spring Hill's unique and historical community.



(Images: Blueprint pgs. 1.3 and 4.2 Jan 2008)

The Village will also provide walkability to serve the site and the surrounding area by providing sidewalks from back of curb to the front of the liner buildings as shown in Spring Hill Village Blueprint:



(Image: Blueprint pg. 4.2 Jan 2008)

Per the **Blueprint of Spring Hill** – Burton Property Group focused the design of the development to include "Walkable Street Scene" with 12' sidewalks along McGregor Avenue and Museum Drive, "Connectedness" by connecting the proposed project to the planned North McGregor Avenue improvements and orienting the buildings toward the streets.



Develop an Infill Development Strategy

"A strategy should be developed to target vacant, underutilized, or "soft" properties around Spring Hill's commercial centers that detract from the quality of the area. Vacant land and derelict buildings offer opportunities for change and redevelopment. In order to seize these opportunities, it is necessary to inventory and map the locations of vacant land and derelict buildings and then target new users and promote the inventoried opportunities to new investors." (Blueprint Pg. 6.8 Jan. 2008)

Burton Property Group would like to acknowledge the City of Mobile's foresight in publishing the 720 Museum Drive RFP and is honored to answer the call by providing **The Village** high density residential development to minimize the impact on Spring Hill/Mobile's infrastructure while optimizing the impact for the growth and development of the Museum Drive and McGregor Ave. corridor in place of the former Armory.

The Village will provide walkability and connectivity by implementing twelve feet wide sidewalks and street-oriented building on Museum Drive and McGregor frontage areas in accordance with Spring Hill's overlay criteria. **The Village** parking structure will maximize the benefit of the buildings by providing off

street parking for private use in a compact area versus surface parking. New household formations in **The Village** residential will have an enormous impact on the commercial growth potential providing patrons to existing local establishments and attracting new business to the community.



Museum Drive East corner



Museum Dive West corner





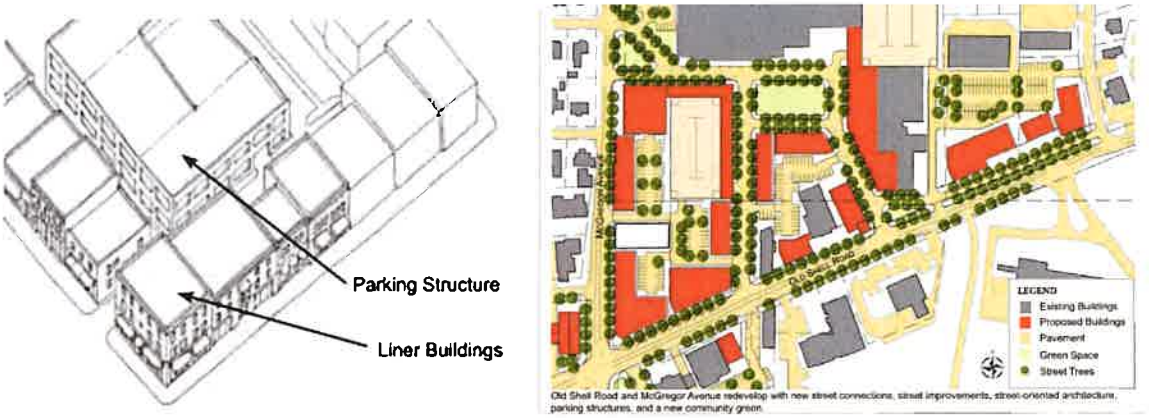
Museum East showing parking structure tucked behind liner builings



Courtyard View

The Village Proposed Zoning

The Museum Drive Site is currently zoned R1. Burton Property Group will apply to the Board of adjustments for a Use Variance and Bulk Site Variance. To comply with the City of Mobile's stated objectives for the Museum Drive site, BPG is seeking a Use Variance from R1 to Multifamily that allows for 84 units per acre that will be achieved by constructing 4 and 5 story buildings of multifamily units totaling 362 units on the 4.33-acre site. Adequate parking will be provided in a precast parking deck that is 6 and 7 levels for a total of 588 parking spaces. The Parking deck will be central to the site and surrounded by the apartment unit buildings, which will also serve as liner buildings in compliance with the Spring Hill Blueprint specifications:



(Images: Blueprint pgs. 4.13 and 4.16 Jan 2008)

We feel that the following items from the VSH Master Plan support our proposed development on North McGregor Ave.:

- A strong residential population will support local businesses and help to ensure their success.
- Dense mixed-use areas help relieve traffic congestion, reduce parking needs and improve walkability. This is possible because neighborhood centers provide a range of goods and services, amenities, and housing in close proximity to one another, eliminating the need to drive within that area.
- In order to create a continuous and comfortable realm, buildings should be multistory and built close to the street.
- Parking should be in mid-block lots or parking garages that are lined with buildings.



(The Village view from NW corner Parking Structure behind tucked Liner Buildings)

Burton Property Group is grateful to the City of Mobile for considering **The Village** for the rehabilitation of the former Armory site. We look forward to working with the City and Spring Hill to deliver this new development to the community. The demand for this residential development is proven by the economic growth and job growth in Mobile. Mobile is experiencing unprecedented growth as an industrial hub of the Mobile bay area. It is our goal to help Mobile provide transitional housing for existing and future residents as they make Spring Hill/Mobile their permanent home. Housing costs are at an all time high due to the limited supply of existing housing across the United States. **The Village** provides housing that will prepare Mobile for the continued growth that is projected to follow the expansion of the port, Airbus, Austal, the industrial sector, and the business that will support the multiple job creators and major industries. Please join us in setting the standard for Mobile's vision for the future by realizing **The Village** residential community.

Thank you,

BPG | Burton
PROPERTY GROUP

RESPONSE FORM

RESPONDENT hereby bids the lump sum of One Million Two Hundred Fifty Thousand and 00/100 Dollars ($1,250,000 * .00) for the purchase of the City-owned property described in the Request for Proposals at 720 Museum Drive, Mobile, AL. The lump sum entered above does not include closing costs and other costs of the sale.

Estimated Broker's or Finder's Fee, if applicable, is $ NA and is included in the aforementioned lump sum.

CERTIFICATION

I hereby certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for this property and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this Response Form for the Respondent. I further certify that I have read and understand all the response specifications and conditions. I agree to all terms, conditions and provisions that pertain to the sale of the specified property.

Burton Property Group	
BIDDER NAME	AUTHORIZED SIGNATURE
41 W I-65 Service Road N Suite 310	Philip Burton
BIDDER MAILING ADDRESS	PRINT AUTHORIZED NAME

Mobile	AL	36608	President/CEO
CITY	STATE	ZIP CODE	TITLE

251-341-5777
AREA CODE/TELEPHONE NUMBER

philip@burtonprop.com
EMAIL ADDRESS

* In the RFP, the City requested the selected developer to show some community impact by enhancing the area of N. McGregor Blvd. from the round-about to Springhill Ave. While the developer would already be required to include the 12' wide sidewalks along its McGregor frontage, the $1,250,000 offer presented includes an allocation of $250,000 for the City to use as it determines for further improvements in that area not being purchased by the developer.

The Village Timeline

The below timeline is a rough estimate of the time frames associated with a project of this size and nature. It was prepared based on our experience with such projects and taking the property through the variance process. It is, in no event, meant to contain definitive dates for completion of these items. Once selected as the successful developer, we will engage all the necessary professionals and move in a commercially reasonable manner to complete the project as soon as possible.

1) Property Due Diligence / re-zoning and /or obtaining the necessary variances – 90 days.
    a. Buyer will need to perform ALTA survey, topo survey, Geotech etc. before entering the full design phase. A preliminary amount of design will need to be done before applying for the necessary zoning approvals.
2) Preparation of architectural and civil designs (which will include the parking deck) - 180 days.
    a. Preparation of multi-family architectural plans is a bit unique in that they take significantly more time than most other architectural plans. The architectural plans must be prepared in coordination with the civil plans and the parking deck design.
    b. Perform any necessary traffic studies.
3) Submit Plans for Permit (including responding to any comments received) – 90 days.
4) Obtain Permit and close on the property – 30 days.
5) Demo existing building/remediate asbestos; Commence Construction – upon obtaining permits.
6) Complete Construction – 18 – 24 months (subject to force majeure)

AGENDA ITEM SUMMARY SHEET

Agenda of:5/14/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to CDW Government LLC for annual subscription renewal for SonicWall network protection software and services for MIT.
General fund

Amount of Contract:

$36,502.05

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240509 CDW Agenda Package POs	Cover Memo	5/9/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	5/9/2024 - 2:26 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
8768	2024	(5000) INFORMATION TECHNOLOGY	ANNUAL SUBSCRIPTION RENEWAL FOR SONICWALL NETWORK PROTECTION SOFTWARE AND SERVICES FOR MIT (BID EXEMPT AS SOFTWARE, SOURCEWELL COOPERATIVE PURCHASING AGREEMENT)	$36,502.05	(272932) CDW GOVERNMENT LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00008768-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	CHATU WIMALARATHNE
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/02/24	272932	05/07/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	RENEWAL PER SOURCEWELL CONTRACT #081419-CDW TECH CATALOG			
001	ITEM: SonicWall Essential Protection Service Suite subscription license 1 year Supplier Part No: 6337186 Manufacturer Part No: 02-SSC-6745 Manufacturer Name: SonicWALL Software & Supp Supplier Quote No: 37159:NVNJ420 NIGP: UNSPSC: 43000000	1.00 EACH	338.25000	338.25
1	1000.10.23.5000.5000.5000.0000.0000.42150.			338.25
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU WIMALARATHNE			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	ITEM: SonicWall Advanced	1.00	36163.80000	36163.80

Bill To	Requisition 00008768-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference CHATU WIMALARATHNE Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/02/24	272932	05/07/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Protection Service Suite subscription license 1 year Supplier Part No: 6615550 Manufacturer Part No: 02-SSC-9370 Manufacturer Name: SonicWALL Software & Supp Supplier Quote No: 37159:NVNJ420 NIGP: UNSPSC: 43233205	EACH		
1	1000.10.23.5000.5000.5000.0000.0000.42150.			36163.80
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU WIMALARATHNE Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

Requisition Link

Requisition Total 36502.05

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42150. INFORMATION TECHNOLOGY EXP MAINTENANCE & REPAIRS	36502.05	759537.62

Bill To	Requisition 00008768-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference CHATU WIMALARATHNE Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/02/24	272932	05/07/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	05/07/24	GREG HOLLIDAY	Auto approved by: 91057606
Approved	05/07/24	SCOTT KEARNEY	
Approved	05/07/24	UDARA JAYASENA	Auto approved by: 91057606
Approved	05/09/24	DONALD ROSE	Approved by: 9105fola
Approved	05/09/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	05/09/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	05/09/24	SAMANTHA COOLEY	Auto approved by: 910516727
Approved	05/09/24	JOHN PAINE	Auto approved by: 910516727
Approved	05/09/24	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

CDW-G

Technology catalog solutions

#081419-CDW
Maturity Date: 10/30/2024
Website: cdwg.com/sourcewell

Sourcewell
Awarded Contract

Products & Services | Buy Sourcewell | Documents | Contact Information

Products & Services

Sourcewell contract 081419-CDW gives access to the following types of goods and services:

- Hardware
- Software
- Peripherals
- Professional services
- Cloud
- Technology solutions
- Technology accessories

Buy Sourcewell

Login to unlock more contract features.

Username
Username

Password
Password

Log In

Forgot username or password?
Setup Buy Sourcewell access

Register for an account

Simply complete the online application or contact the Client Relations team at service@sourcewell-mn.gov or 877-585-9706.

Search Suppliers & Contracts

General Contracts

ezIQC Contracts

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Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:5/14/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Clyde Armory Inc for 50 Mossberg 590 12-gauge, 7-shot shotguns for for MPD.
General fund

Amount of Contract:

$18,964.50

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240509 Clyde Agenda Package POs	Cover Memo	5/9/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	5/9/2024 - 2:27 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
8040	2024	(1530) POLICE ADMIN SERVICES	50 MOSSBERG 590 12GAUGE 7SHOT SHOTGUNS FOR MPD (SEALED BID 5880)	$18,964.50	(295574) CLYDE ARMORY INC

Adopted:

_____
City Clerk

Bill To	Requisition 00008040-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1542.1530.0000.0000.44020. Review: Buyer: 910520704 Status: Approved Page 1

Vendor	Ship To
CLYDE ARMORY INC 4800 ATLANTA HWY ATHENS, GA 30606 Tel#706-549-1842 Fax 706-549-3232	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/24	295574	06/15/24			POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER YOUR QUOTE AND BID #5880			
001	MOSSBERG 590 7-SHOT PUMP ACTION SHOTGUN, BLACK NO SUBSTITUTIONS SKU: 50778 Gauge: 12 Gauge Action Type: Pump-Action Chamber Size: 3" Usage: Security Barrel Length: 18. 5" Barrel Finish: Matte Blue Choke: Cylinder Bore Capacity: 6+1 Length 38.625" LOP 13.87" LOP Type Fixed Sights Bead Stock Synthetic (Black) Weight 6.3 UPC 015813507783 Additional Description Notes --- VENDOR TO PROVIDE MODEL #50778 Vendor Item	50.00 EACH	379.29000	18964.50
1	1000.30.15.1530.1542.1530.0000.0000.44020.			18964.50

Bill To	Requisition 00008040-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
CLYDE ARMORY INC	POLICE HEADQUARTERS
4800 ATLANTA HWY	2460 GOVERNMENT STREET
	MOBILE, AL 36606
ATHENS, GA 30606	
Tel#706-549-1842	
Fax 706-549-3232	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/24	295574	06/15/24			POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Requisition Link

Requisition Total 18964.50

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1530.1542.1530.0000.0000.44020.	18964.50	
SUPPORT SERVICE DIV EXP OPERATING SUPPLIES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	05/08/24	SAMANTHA COOLEY	GL Allocation changed
Approved	05/08/24	DONALD ROSE	Auto approved by: 910520704
Approved	05/08/24	SANDRA LEWIS	Auto approved by: 910520704
Approved	05/08/24	STEVEN KRONINGER	Auto approved by: 910520704
Approved	05/08/24	SAMANTHA COOLEY	
Approved	05/08/24	JOHN PAINE	Auto approved by: 910520704
Approved	05/08/24	MICHAEL SPAFFORD	Auto approved by: 910520704

Bill To	Requisition 00008040-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1542.1530.0000.0000.44020. Review: Buyer: 910520704 Status: Approved Page 3

Vendor	Ship To
CLYDE ARMORY INC 4800 ATLANTA HWY ATHENS, GA 30606 Tel#706-549-1842 Fax 706-549-3232	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/24	295574	06/15/24			POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

BID TABULATION

CITY OF MOBILE

BID NO.: **5880**

FIREARMS

POLICE

Bid Date: 05/08/2024

BID QUANTITIES		GT DISTRIBUTORS, INC		CLYDE ARMORY INC.		MEXICAN GULF FIREARMS, LLC	
ITEM DESCRIPTION	Qty.	UNIT	BID	UNIT	BID	UNIT	BID
GLOCK 17GEN5 NS: STANDARD (3)	1	EACH	$ 409.00	EACH	NO BID	EACH	$ 580.00
MOSSBERG 590 7-SHOT PUMP ACTION SHOTGUN	1	EACH	$ 380.00	EACH	$ 379.29	EACH	$ 430.00
TOTAL		789.00		379.29		1010	
DELIVERY TIME		90 DAYS		90-120		N/A	

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

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 009

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
04/24/2024	5880	POLICE DEPT	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M. Wednesday, May 8, 2024

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.					

FIREARMS

Appx 1-80

GLOCK 17GEN5 NS: STANDARD(3) – NO SUBSTITUTIONS

- 5.5LBS
- 9X19 MM CALIBER
- OUTFITTED WITH NIGHT SIGHTS
- MUST INCLUDE BOX AND THREE 17 ROUND MAGAZINES
- BARREL LENGTH: 4.49INCHES
- TRIGGER PULL: 26N
- SAFE ACTION SYSTEM

Make_____Model_____

APPX 1-80

MOSSBERG 590 7-SHOT PUMP ACTION SHOTGUN – NO SUBSTITUTIONS

- 12 GAUGE
- PUMP ACTION
- CHAMBER SIZE: 3”
- BARREL LENGTH: 18.5”
- BARREL FINISH: MATTE BLUE
- CAPACITY: 6+1
- WEIGHT: 6.3
- CHOKE: CYLINDER BORE
- LENGTH: 38.625”
- LOP TYPE: FIXED

Make_____Model_____

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

Firm Name _____

Signature _____

Type or Print Name _____

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 changed 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 an exemption certificate will be issued in lieu of same. The City is exempt from the State of 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) 208-7462 or cityofmobile.org/business-license-overview/

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 may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

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 a minimum of 1 item.

QUANTITIES LISTED ARE APPROXIMATIONS.

State time of delivery after receipt of Purchase Order: _____

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.

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

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

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

If you have any questions, please contact the Purchacing Department at purchasing@cityofmobile.org.

Questions are not to be directed to a department. Any answers not received via purchasing@cityofmobile.org are not official and will not be honored.

Quote Delivered Pricing FOB Mobile, Alabama.

Pricing shall be firm for a one (1) year period following the award of this bid. At the option of the City and the successful vendor, the award of this bid may be extended for up to two (2) additional one (1) year periods.

TO BE AWARDED ON A LINE-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:5/14/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to GT Distributors of Georgia for 70 Glock 17 Gen 5 9mm pistols for MPD.
General fund

Amount of Contract:

$28,630.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240509 GT Agenda Package POs	Cover Memo	5/9/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	5/9/2024 - 2:28 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
8036	2024	(1530) POLICE ADMIN SERVICE	70 GLOCK 17 GEN 5 9MM PISTOLS FOR MPD (SEALED BID 5880)	$28,630.00	(070105) GT DISTRIBUTORS OF GEORGIA INC

Adopted:

_____
City Clerk

Bill To	Requisition 00008036-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor
GT DISTRIBUTORS OF GEORGIA INC
2545 BROCKTON DRIVE SUITE 100

AUSTIN, TX 78758

Tel#800-241-8950
Fax 706-861-4444

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/24	070105	06/15/24			POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE AND BID #5880			
001	GLOCK 17GEN5 (9X19) - NS: STANDARD(3), STANDARD, FIXED, 5. 5LB NO SUBSTITUTIONS - THIS IS THE ISSUED FIREARM OF THE MOBILE POLICE DEPARTMENT. ALL PISTOLS WILL BE OUTFITTED WITH NIGHT SIGHTS. MUST INCLUDE BOX AND THREE 17 ROUND MAGAZINES	70.00 EACH	409.00000	28630.00
	Additional Description Notes			
	VENDOR TO PROVIDE MODEL PA175S702			
	Vendor Item			
1	1000.30.15.1530.1542.1530.0000.0000.44020.			28630.00

Bill To	Requisition 00008036-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1542.1530.0000.0000.44020. Review: Buyer: 910520704 Status: Approved Page 2

Vendor
GT DISTRIBUTORS OF GEORGIA INC
2545 BROCKTON DRIVE SUITE 100

AUSTIN, TX 78758

Tel#800-241-8950
Fax 706-861-4444

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/24	070105	06/15/24			POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Requisition Link

Requisition Total 28630.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1530.1542.1530.0000.0000.44020. SUPPORT SERVICE DIV EXP OPERATING SUPPLIES	28630.00	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	05/08/24	SAMANTHA COOLEY	GL Allocation changed
Approved	05/08/24	DONALD ROSE	Auto approved by: 910520704
Approved	05/08/24	SANDRA LEWIS	Auto approved by: 910520704
Approved	05/08/24	STEVEN KRONINGER	Auto approved by: 910520704
Approved	05/08/24	SAMANTHA COOLEY	
Approved	05/08/24	JOHN PAINE	Auto approved by: 910520704
Approved	05/08/24	MICHAEL SPAFFORD	Auto approved by: 910520704

Bill To	Requisition 00008036-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1542.1530.0000.0000.44020. Review: Buyer: 910520704 Status: Approved Page 3

Vendor	Ship To
GT DISTRIBUTORS OF GEORGIA INC 2545 BROCKTON DRIVE SUITE 100 AUSTIN, TX 78758 Tel#800-241-8950 Fax 706-861-4444	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/24	070105	06/15/24			POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

BID TABULATION

CITY OF MOBILE

BID NO.: **5880**

FIREARMS

POLICE

Bid Date: 05/08/2024

BID QUANTITIES		GT DISTRIBUTORS, INC		CLYDE ARMORY INC.		MEXICAN GULF FIREARMS, LLC	
ITEM DESCRIPTION	Qty.	UNIT	BID	UNIT	BID	UNIT	BID
GLOCK 17GEN5 NS: STANDARD (3)	1	EACH	$ 409.00	EACH	NO BID	EACH	$ 580.00
MOSSBERG 590 7-SHOT PUMP ACTION SHOTGUN	1	EACH	$ 380.00	EACH	$ 379.29	EACH	$ 430.00
TOTAL		789.00		379.29		1010	
DELIVERY TIME		90 DAYS		90-120		N/A	

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

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 009

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
04/24/2024	5880	POLICE DEPT	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M. Wednesday, May 8, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
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FIREARMS

Appx 1-80

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- 5.5LBS
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Make_____Model_____

APPX 1-80

MOSSBERG 590 7-SHOT PUMP ACTION SHOTGUN – NO SUBSTITUTIONS

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- PUMP ACTION
- CHAMBER SIZE: 3”
- BARREL LENGTH: 18.5”
- BARREL FINISH: MATTE BLUE
- CAPACITY: 6+1
- WEIGHT: 6.3
- CHOKE: CYLINDER BORE
- LENGTH: 38.625”
- LOP TYPE: FIXED

Make_____Model_____

TOTAL

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Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

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Type or Print Name _____

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24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

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Upon award, the City will purchase a minimum of 1 item.

QUANTITIES LISTED ARE APPROXIMATIONS.

State time of delivery after receipt of Purchase Order: _____

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CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

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 Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 3 of 3 If you have any questions, please contact the Purchacing Department at purchasing@cityofmobile.org. Questions are not to be directed to a department. Any answers not received via purchasing@cityofmobile.org are not official and will not be honored. Quote Delivered Pricing FOB Mobile, Alabama. Pricing shall be firm for a one (1) year period following the award of this bid. At the option of the City and the successful vendor, the award of this bid may be extended for up to two (2) additional one (1) year periods. **TO BE AWARDED ON A LINE-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:5/14/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Millcreek Manufacturing for Milcreek 4300 field top dresser for Parks Department.
Capital equipment

Amount of Contract:

$38,495.00

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

ATTACHMENTS:

Description	Type	Upload Date
20240509 Mill Agenda Package POs	Cover Memo	5/9/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	5/9/2024 - 2:28 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
2287	2024	(F7000) MOTOR POOL	MILLCREEK 4300 FIELD TOP DRESSER FOR PARKS DEPARTMENT (SEALED BID 5857)	$38,495.00	(299089) MILLCREEK MANUFACTURING

Adopted:

_____
City Clerk

Bill To	Requisition 00002287-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
MILLCREEK MANUFACTURING	MUNICIPAL GARAGE
525 RESERVOIR RD	770 GAYLE STREET
	MOBILE, AL 36604
HONEY BROOK, PA 19344	AGEET@CITYOFMOBILE.ORG
Tel#717-455-9009	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	299089				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	MODEL 4300 OR EQUAL TOP DRESSER FOR ATHLETIC FIELD USE WITH THE FOLLOWING MINIMUM SPECS: 11-GAUGE STEEL BODY, RUBBER COATED DRIVE ROLLER, 3.2 HEAPED CUBIC YARD CAPACITY, 7,500LB CAPACITY VENDOR TO PROVIDE MILLCREEK TOP DRESSER MODEL 4300 TRACTOR TOWED, HYDRAULIC POWERED. AS PER CITY OF MOBILE BID #5857 AND YOUR QUOTE	1.00 EACH	38495.00000	38495.00

Additional Description Notes

MODEL 4300 OR EQUAL TOP DRESSER FOR ATHLETIC FIELD USE WITH THE FOLLOWING MINIMUM SPECS: 11-GAUGE STEEL BODY, RUBBER COATED DRIVE ROLLER, 3.2 HEAPED CUBIC YARD CAPACITY, 7,500LB CAPACITY.

REQUESTED BY PARKS DEPT.

1 2000.80.00.0000.0000.0000.0000.0000.47010.
E E0022 .CAPEQUIPMT. . 38495.00

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE

Bill To	Requisition 00002287-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Released Page 2

Vendor	Ship To
MILLCREEK MANUFACTURING 525 RESERVOIR RD HONEY BROOK, PA 19344 Tel#717-455-9009	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
11/28/23	299089				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 38495.00

***** Project Ledger Summary Section *****

Account			Amount	Remaining Budget
E E0022	.CAPEQUIPMT.	.	38495.00	161974.76

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	38495.00	759537.62

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	11/28/23	KIM CARMODY	Auto approved by: 91055604
Approved	11/28/23	DANIEL OTTO	
Approved	11/28/23	BRENDA RHODES	
Approved	11/28/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	11/28/23	RELYA MALLORY	Auto approved by: 910511034
Queued	11/28/23	DONALD ROSE	.
Queued	11/28/23	SANDRA LEWIS	.
Queued	11/28/23	STEVEN KRONINGER	.
Queued	11/28/23	SAMANTHA COOLEY	.
Queued	11/28/23	JOHN PAINE	.
Queued	11/28/23	MICHAEL SPAFFORD	.

Bill To	Requisition 00002287-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
MILLCREEK MANUFACTURING	MUNICIPAL GARAGE
525 RESERVOIR RD	770 GAYLE STREET
	MOBILE, AL 36604
HONEY BROOK, PA 19344	AGEET@CITYOFMOBILE.ORG
Tel#717-455-9009	Delivery Reference
	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/28/23	299089				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5857

HEAVY DUTY UTILITY VEHICLE WITH MOUNTED 200 GALLON TURF SPRAYER AND TOP DRESSER, TRAILER MOUNTED, HYDRAULICALLY POWERED, TRACTOR TOWED

	BEARD	TURF TIME EQUIPMENT	MILL CREEK MANUFACTURING	JERRY PATE TURF	LADD'S GOLF & TURF
SPRAYER	$61,304.60 DEERE 2020A DEERE HD200	NB	NB	$74,951.25 TORO HDX 07383 TORO WKMN SPRAYER #41240	$50,892.00 SMITHCO 1204
TOP DRESSER	$39,945.00 TURFCO CR-15 (4YD)	$23,000.00 TURFTIME TT2430	$38,495.00 MILLCREEK TOP DRESSER 4300 TRACTOR HYDRAULIC	$46,183.00 TORO MH-400 44944	$38,452.00 MILLCREEK 4300/94142
	$21,819.00 TURFCO CR-8 (2YD)	10% 20 Days Discount	1% 20 Day Discount 38,110.05		

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

Postal Service Does Not Deliver to This Street Address

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 deliverd F.O.B. Mobile to:
12/8/2023	5857	Various	Azalea City Golf Course

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, January 5, 2024

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.					
1 ea	**HEAVY DUTY UTILITY VEHICLE WITH MOUNTED 200 GALLON TURF SPRAYER AND TOP DRESSER, TRAILER MOUNTED, HYDRAULICALLY POWERED, TRACTOR TOWED** Heavy Duty Utility Vehicle with Mounted 200 Gallon Turf Sprayer mounted to a John Deere ProGator 2030A, or Toro Workman Model HDX-D or Equal Heavy Duty Two (2) Wheel Drive Utility Vehicle: As per the following minimum specifications. **Utility Vehicle:** Make_____ Model_____ **Sprayer:** Make_____ Model_____					
QTY 1-2	Trailer mounted, hydraulically powered, tractor-towed Top Dresser for athletic fields as per the following and attached minimum specifications. Mill Creek manufacturing Model 4300 or equal. Make_____ Model_____ Provide Literature and Specifications on products bid. Prior to award a demonstration may be required.					
	Page 1 of 3		TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

Firm Name _____

Signature _____

Type or Print Name _____

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 changed 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 an exemption certificate will be issued in lieu of same. The City is exempt from the State of 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) 208-7462 or cityofmobile.org/business-license-overview/

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 may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

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) Utility Vehicle with Mounted Turf Sprayer and one (1) Top Dresser.

Quote delivered pricing FOB Mobile.

There is no loading dock available to unload the above items.

City will not assist in the unloading of items.

Vendor will need to arrange for the unloading if they are not using a self-unloading transport.

Vendor will need a City of Mobile Business License prior to award.

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.

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

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

TO BE AWARDED ON AN 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.

MINIMUM SPECIFICATIONS FOR HEAVY DUTY UTILITY VEHICLE AND TURF SPRAYER

John Deere Pro Gator 2020A or
Toro Workman Model Multi Pro WM or equal
With 200-gal turf sprayer directly mounted on truckster
(not simply a skid unit in the truckster bed)

Model = Unit must be current year model with 0 hours.

Vehicle specifications:

Engine = **4**-cylinder, liquid-cooled, gasoline engine, 34-horsepower

Drive System = 2-wheel drive, manual shift transmission, rear differential lock

Controls = dual mode throttle (foot control and hand control with throttle lock), hand operated lift and lower lever, hand operated remote hydraulic controls for implements such as sprayer pump

Gauges = fuel gauge, hour meter, temperature gauge, tachometer, speedometer

Steering = power steering

Tires = ultra-trac or turf tread, rear tires to be widest tire available for this vehicle

Accessories = head light kit, adjustable seat, 2-post roll over protection system, mirror kit, hard canopy top with Cool Top fan mounted in canopy

Sprayer specifications:

Pump = high capacity, chemical resistant, stainless steel centrifugal pump or 6-way diaphragm pump, driven by remote hydraulics on utility vehicle

Tank = high density polyethylene, 200 gallon capacity, low center of gravity

Boom = break away, level float boom, made of 3 sections that fold up for transport, total width of 18-feet with a minimum of 11 nozzle assemblies on 20 inch spacing

Boom Control System = liquid-filled pressure gauge, individual on/off switches for each boom and a master on/off switch for all three booms, an open/close switch on the controller which operates an electronic pressure regulating ball valve, each boom shall have its own Teejet AA144 (or equal) electric throttling valve to allow precise calibration

Nozzles = nozzle body assembly to include a diaphragm and a set of triple nozzles, each nozzle group to include one Teejet AI11004-VS, one Teejet AI11008-VS, and one Teejet AI11015VS nozzle in addition to all hardware necessary to apply pesticides (tip, gasket, color-coded cap, etc.)

Foam Marker = adjustable to control frequency of drops, independent control for each boom at the operator seat

Electric Boom Lift = electro-hydraulic operated lift cylinders for each boom with a switch on the operator panel to allow the operator to lift and lower each boom independently

Agitation = internal agitation system to keep pesticides in suspension

Warranty = two-year limited warranty.

Vendor shall provide parts, service, and owner's manuals in both paper form and electronic form. Vendor shall also include set-up, delivery, and up to one hour of operator training.

Manufacturer must have a full-service dealer location within 75 miles of the City of Mobile that (1) is capable of making any and all repairs to this unit and (2) has an ample supply of commonly used parts in stock (pumps, nozzles, filters, etc.).

Top Dresser for Athletic Field Use
MillCreek Manufacturing Model 4300 or equal

Minimum Specifications:

- 11-Gauge Steel Body
- Rubber Coated Drive Roller
- 3.2 Heaped Cubic Yard Capacity
- 7,500 Lb. Capacity
- Urethane Liner
- Self-Aligning V-Track System to Maintain Belt Alignment
- Tires 41-18LL-16.1 6-Ply Flotation Turf Tires (14 PSW, Fully Loaded Ground Pressure, Wide Track Stability)
- Hydraulics Through Tractor, 7 GPM, 1500 PSI
- Minimum 35 HP Tractor Required
- Dual Hydraulic Controls for Speed of the Floor Apron Belt and Control of the Speed of the Spreading Attachment
- No-Clog Beater Attachment
- Able to Spread Wet Material as well as Dry, including:
    - Sand/Peat Top Dressing
    - Infield Mixes
    - Compost
    - Grass Clippings
    - Crumb Rubber
    - Synthetic Turf Infill
    - Pelletized Lime
    - Wood Chips
- Applies a Steady, Uniform Pattern from 8 – 12 ft Wide
- Dual Spinner Attachment for Applications up to 35 ft. Wide
- Varying Coverage Depth
- Safety Chains
- Bucket Loading Width 8 ft 2 in.
- Overall Width 93 in
- Overall Length 152 in.
- Loading Height 65 in.
- Material Delivery Belt 45.5 in.
- Two Year Warranty

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:5/14/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sunbelt Fire Inc for 44 sets of fire bunker gear (coats and pants) for MFRD.
General fund and EMS Expense

Amount of Contract:

$170,500.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240509 Sunbelt Agenda Package POs	Cover Memo	5/9/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	5/9/2024 - 2:29 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
8793	2024	(1510) FIRE ADMINISTRATION	44 SETS FIRE BUNKER GEAR (COAST AND PANTS) FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$170,500.00	(198904) SUNBELT FIRE INC

Adopted:

_____
City Clerk

Bill To	Requisition 00008793-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	RICHARDSONV@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/07/24	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER QUOTE Q-22348 AND HGAC CONTRACT EE08-19			
001	FIRE PROTECTION CLOTHING PER HGAC QUOTE: ITEM #GLDC364-J Gxcel Coat, PBI Max, Glide Ice PBI G2, Stedair Gold; per Quote No: Q-22348 Vendor Item	44.00 EACH	2215.00000	97460.00
	1 1000.30.15.1510.1522.1510.0000.0000.42150.			48730.00
	2 6120.70.15.0000.0000.1510.0000.0000.42150.			48730.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	FIRE PROTECTION CLOTHING PER HGAC QUOTE: ITEM #GLFC364-J Pant System,	44.00 EACH	1660.00000	73040.00

Bill To	Requisition 00008793-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	RICHARDSONV@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/07/24	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	PBI Max, Glide Ice PBI G2, Stedair Gold; per Quote No: Q-22348 Vendor Item			
1	1000.30.15.1510.1522.1510.0000.0000.42150.			36520.00
2	6120.70.15.0000.0000.1510.0000.0000.42150.			36520.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Requisition Link

Requisition Total 170500.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.42150.		
	85250.00	3162496.78
FIRE SUPPRESSION DIV EXP MAINTENANCE & REPAIRS		
6120.70.15.0000.0000.1510.0000.0000.42150.		
	85250.00	1012419.19
EMERGENCY MEDICAL SVCS EXP MAINTENANCE & REPAIRS		

Bill To	Requisition 00008793-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	RICHARDSONV@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/07/24	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	05/09/24	DONALD ROSE	Auto approved by: 910520704
Approved	05/09/24	SANDRA LEWIS	Auto approved by: 910520704
Approved	05/09/24	STEVEN KRONINGER	Auto approved by: 910520704
Approved	05/09/24	SAMANTHA COOLEY	
Approved	05/09/24	JOHN PAINE	Auto approved by: 910520704
Approved	05/09/24	MICHAEL SPAFFORD	Auto approved by: 910520704

Authorized By: _____ Date: _____
Signature

HGACBuy	CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases	Contract No.:	EE08-19	Date Prepared:	5/9/2024

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Mobile	**Contractor:**	**Sunbelt Fire, Inc.**
Contact Person:	Samantha Cooley	**Prepared By:**	**Dalton Combs**
Phone:	251-208-7477	**Phone:**	**251-928-9917 x114**
Fax:	251-208-7430	**Fax:**	**251-929-9574**
Email:	samantha.cooley@cityofmobile.org	**Email:**	dcombs@sunbeltfire.com

Catalog / Price Sheet Name:	2023 GLOBE G-XCEL COAT/GPS PANT PRICE SHEET
General Description of Product/ Product Code	**GLOBE G-XCEL TURNOUT GEAR / Code EE19LFG**

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
44	GLOBE G-XCEL COATS	4074.56	179280.64
44	GLOBE GPS PANTS	3288.59	144697.96
			0
			0
			0
			0
			0
			0
			0
			0
			0
		Total From Other Sheets, If Any:	
		Subtotal A:	323978.60

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			0
			0
			0
			0
		Total From Other Sheets, If Any:	
		Subtotal B:	0

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options.	**For this transaction the percentage is:**	0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

HGAC Discount	-80994.65
ADDITIONAL DEALER DISCOUNT	-72483.95
Subtotal C:	-153478.6

Delivery Date:	**6/15/2024**	**D. Total Purchase Price (A+B+C):**	170500.00

Emergency Medical & Rescue Equipment

Contract Information

Contract Number

EE08-19

Effective Dates

08/01/2019 - 07/31/2024

Contract Details

In-Home/Work & Onsite Public Access AEDs, Biphasic AEDs, Semi-Automic Biphasic Defibrillator w/ECG Monitoring; Manual Biphasic Defibrillator w/ECG Monitoring; Semi-Automatic Manual Biphasic Defibrillator w/Escalating Joules, Chest Compression Systems, Air lift rescue bags, Fire rescue saws, Electronic Personnel Accountability System (Stand-Alone), breathing air Systems.

Note: Use of this contract may require an additional competitive step. Click here for details (/about/how-to-make-purchases.aspx)

View Contacts (/contracts/contact-informati View Documents (/contracts/documents?contrac

Return to Products & Services (/products-and-services?contractid=82)

All Products

Search Products

Description	Code	Manufacturer	Price	Discount
2019 Viking Pricing (/products-and-services/view-product?productid=22155)	EE19LMA	Viking		3%
2023 3M Scott Fire & Safety Price List (Effective 08/01/2023) (/products-and-services/view-product?productid=22108)	EE19HCA	3M Company		0%
2023 3M Scott Fire & Safety Price List (Effective 08/01/2023) (/products-and-services/view-product?productid=22066)	EE19ADA	3M Company		15%
2023 AMKUS Rescue Systems Price List: Effective Date 1/1/23 (/products-and-services/view-product?productid=22070)	EE19BBA	Amkus		
2023 AMKUS Rescue Systems Price List: Effective Date 1/1/23 (/products-and-services/view-product?productid=22077)	EE19CBA	Amkus		
2023 AMKUS Rescue Systems Price List: Effective Date 1/1/23 (/products-and-services/view-product?productid=22084)	EE19DBA	Amkus		
2023 AMKUS Rescue Systems Price List: Effective Date 1/1/23 (/products-and-services/view-product?productid=22091)	EE19EBA	Amkus		
2023 AMKUS Rescue Systems Price List: Effective Date 1/1/23 (/products-and-services/view-product?productid=22101)	EE19FFA	Amkus		

2023 Fire-Dex Consumer Price List (Effective 03/01/23) (/products-and-services/view-product?productid=22153)	EE19LKA	Chieftain	
2023 Fire-Dex Consumer Price List (Effective 03/01/23) (/products-and-services/view-product?productid=22152)	EE19LJA	Fire-Dex	
2023 Fire-Dex Consumer Price List (Effective 03/01/23) (/products-and-services/view-product?productid=22134)	EE19LCA	TECGEN	
Artic 2023 List Price (Effective 04/01/2023) (/products-and-services/view-product?productid=22122)	EE19KEA	Artic	List-2%
Bullard Fire Thermal Imaging Pricing Effective Feb. 1, 2019 (/products-and-services/view-product?productid=22106)	EE19HAA	Bullard	** -0% -7%
CARDIAC SCIENCE 2019 Price List (/products-and-services/view-product?productid=22037)	EE19A11	Cardiac Science	40% off AEDs, 25% off Accessories
CARDIAC SCIENCE 2019 Price List (/products-and-services/view-product?productid=22043)	EE19B11	Cardiac Science	40% off AEDs, 25% off Accessories
CARDIAC SCIENCE 2019 Price List (/products-and-services/view-product?productid=22048)	EE19C11	Cardiac Science	30% off Defibrillators, 25% off Accessories
Cutters Edge Retail Price List (/products-and-services/view-product?productid=22112)	EE19IAA	Cutters Edge	6.25%
Defibtech 2019 Price List (/products-and-services/view-product?productid=22042)	EE19A71	Defibtech	40% off AEDs, 20% off Accessories
Defibtech 2019 Price List (/products-and-services/view-product?productid=22053)	EE19C71	Defibtech	30% off Defibrillators, 20% off Accessories
Defibtech 2019 Price List (/products-and-services/view-product?productid=22057)	EE19D71	Defibtech	18% off Defibrillators, 18% off Accessories
Draeger Responder Catalog - Jan 2023 (/products-and-services/view-product?productid=22111)	EE19HFA	Draeger	11.00%

Draeger Responder Catalog Jan 2023 Price List (/products-and-services/view-product?productid=22063)	EE19AAA	Draeger	11.00%
Dragon Fire Brand Gloves (Effective 01/01/2023) (/products-and-services/view-product?productid=22161)	EE19LSA	Dragon Gloves	List-15%
EagleAir Price List - Effective Date 09/01/2023 (/products-and-services/view-product?productid=22121)	EE19KDA	Eagle Air	0%
Fire & Rescue Helmets Price List (Eff. Feb. 1, 2019) (/products-and-services/view-product?productid=22156)	EE19LNA	Bullard	-38%
Fire and Rescue Helmets-Effective 01/01/2024 (/products-and-services/view-product?productid=22164)	EE19LVA	MSA Safety Sales LLC	15
Fire Hooks Unlimited 2023 (Effective 02/20/2023) (/products-and-services/view-product?productid=22117)	EE19IFA	Partner	List-2%
Firecraft Safety Products, Feb 2023 Price List (/products-and-services/view-product?productid=22160)	EE19LRA	Firecraft Safety	11.00%
Fireline products & Hoods (/products-and-services/view-product?productid=22147)	EE19LGA	PGI	15
FLIR Fire Segment & UAV Kits 2018-2019 Price List (/products-and-services/view-product?productid=22110)	EE19HEA	Flir	14%
Footwear - Cosmas 2019 List Price - Effective 01/01/2019 (/products-and-services/view-product?productid=22163)	EE19LUA	Cosmas	29
Footwear 2019 Price List (/products-and-services/view-product?productid=22133)	EE19LBF	Honeywell	44%
Genesis Rescue Systems 2023 Product Price Schedule EFFECTIVE 2/27/2023 (/products-and-services/view-product?productid=22083)	EE19DAA	Genesis Rescue Systems	3.50%
Genesis Rescue Systems 2023 Product Price Schedule EFFECTIVE 2/27/2023 (/products-and-services/view-product?productid=22076)	EE19CAA	Genesis Rescue Systems	3.50%

Genesis Rescue Systems 2023 Product Price Schedule EFFECTIVE 2/27/2023 (/products-and-services/view-product?productid=22069)	EE19BAA	Genesis Rescue Systems	3.50%
Genesis Rescue Systems 2023 Product Price Schedule EFFECTIVE 2/27/2023 (/products-and-services/view-product?productid=22102)	EE19GAA	Genesis Rescue Systems	3.50%
Genesis Rescue Systems 2023 Product Price Schedule EFFECTIVE 2/27/2023 (/products-and-services/view-product?productid=22097)	EE19FAA	Genesis Rescue Systems	3.50%
Genesis Rescue Systems 2023 Product Price Schedule EFFECTIVE 2/27/2023 (/products-and-services/view-product?productid=22090)	EE19EAA	Genesis Rescue Systems	3.50%
Globe Athletix 2023 (/products-and-services/view-product?productid=22143)	EE19LFF	Globe	25
Globe Classix Metro 2023 (/products-and-services/view-product?productid=22139)	EE19LFB	Globe	25
Globe Classix SE 2023 (/products-and-services/view-product?productid=22138)	EE19LFA	Globe	25
Globe Footgear 2023 (/products-and-services/view-product?productid=22146)	EE19LFI	Globe	25
Globe G-Xcel 2023 (/products-and-services/view-product?productid=22144)	EE19LFG	Globe	25
Globe G-Xtreme 3.0 2023 (/products-and-services/view-product?productid=22142)	EE19LFE	Globe	25
Globe GX-7 2023 (/products-and-services/view-product?productid=22145)	EE19LFH	Globe	25
Globe IH Ready 2023 (/products-and-services/view-product?productid=22141)	EE19LFD	Globe	25

Globe Letters and Accessories 2023 (/products-and-services/view-product?productid=22140)	EE19LFC	Globe	25
Gloves Hoods Suspenders 2019 Price List (/products-and-services/view-product?productid=22132)	EE19LBE	Honeywell	44%
GRACE INDUSTRIES FireFighter Catalog 2020 US Price Pages (/products-and-services/view-product?productid=22118)	EE19JAA	Grace Ind.	10% Discount
Haix EMS Station Boots, Fire Boots, Forestry Boots, LE Boots, 2019 Price List (/products-and-services/view-product?productid=22162)	EE19LTA	HAIX	18%
HeartSine 2019 Price List (/products-and-services/view-product?productid=22058)	EE19E21	HeartSine	40% off Defibrillators, 25% off Accessories
HeartSine 2019 Price List (/products-and-services/view-product?productid=22049)	EE19C21	HeartSine	40% off Defibrillators, 25% off Accessories
HeartSine 2019 Price List (/products-and-services/view-product?productid=22044)	EE19B21	HeartSine	40% off AEDs, 25% off Accessories
HeartSine 2019 Price List (/products-and-services/view-product?productid=22045)	EE19B22	HeartSine	40% off AEDs, 25% off Accessories
HeartSine 2019 Price List (/products-and-services/view-product?productid=22038)	EE19A21	HeartSine	40% off AEDs, 25% off Accessories
Holmatro Rescue Tools Suggested List Price, Effective January 2, 2024 (/products-and-services/view-product?productid=22078)	EE19CCA	Holmatro	-3%
Holmatro Rescue Tools Suggested List Price, Effective January 2, 2024 (/products-and-services/view-product?productid=22071)	EE19BCA	Holmatro	-3%

Holmatro Rescue Tools Suggested List Price, Effective January 2, 2024 (/products-and-services/view-product?productid=22103)	EE19GBA	Holmatro	-3%
Holmatro Rescue Tools Suggested List Price, Effective January 2, 2024 (/products-and-services/view-product?productid=22098)	EE19FBA	Holmatro	-3%
Holmatro Rescue Tools Suggested List Price, Effective January 2, 2024 (/products-and-services/view-product?productid=22092)	EE19ECA	Holmatro	-3%
Holmatro Rescue Tools Suggested List Price, Effective January 2, 2024 (/products-and-services/view-product?productid=22085)	EE19DCA	Holmatro	-3%
Honeywell Respiratory Protection, Oct 2022 Price List (/products-and-services/view-product?productid=22068)	EE19AFA	Honeywell	11.00%
Hurst Jaws of Life - Price List 2023 - 10,000 PSI (/products-and-services/view-product?productid=22088)	EE19DDC	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - 10,000 PSI (/products-and-services/view-product?productid=22095)	EE19EDC	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - 10,000 PSI (/products-and-services/view-product?productid=22074)	EE19BDC	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - 10,000 PSI (/products-and-services/view-product?productid=22081)	EE19CDC	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - 5000 PSI (/products-and-services/view-product?productid=22073)	EE19BDB	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - 5000 PSI (/products-and-services/view-product?productid=22094)	EE19EDB	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - 5000 PSI (/products-and-services/view-product?productid=22087)	EE19DDB	Hurst Products	15%

Hurst Jaws of Life - Price List 2023 - 5000 PSI (/products-and-services/view-product?productid=22080)	EE19CDB	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - eDRAULIC (/products-and-services/view-product?productid=22093)	EE19EDA	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - eDRAULIC (/products-and-services/view-product?productid=22072)	EE19BDA	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - eDRAULIC (/products-and-services/view-product?productid=22086)	EE19DDA	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - eDRAULIC (/products-and-services/view-product?productid=22079)	EE19CDA	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - StrongArm (/products-and-services/view-product?productid=22075)	EE19BDD	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - StrongArm (/products-and-services/view-product?productid=22082)	EE19CDD	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - StrongArm (/products-and-services/view-product?productid=22096)	EE19EDD	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - StrongArm (/products-and-services/view-product?productid=22089)	EE19DDD	Hurst Products	15%
Innotex Price List 2019 VER 2019-01-01 (Eff. Jan. 1, 2023) (/products-and-services/view-product?productid=22154)	EE19LLA	Innotex	-20%
Lifeliner Hoods Catalog (/products-and-services/view-product?productid=22151)	EE19LIA	Stanfield's	15
LION HEAD & EYE PROTECTION - Feb 2023 Price List (/products-and-services/view-product?productid=22124)	EE19LAB	Lion	31.00%
LION PROTECTIVE GLOVES 2019 Price List (/products-and-services/view-product?productid=22125)	EE19LAC	Lion	20%

LION TR51 TECHNICAL RESCUE AND RECOVERY ENSEMBLE - Feb 2023 Price List (/products-and-services/view-product?productid=22126)	EE19LAE	Lion	31.00%
LION Turnouts and Accessories - Feb 2023 Price List (/products-and-services/view-product?productid=22123)	EE19LAA	Lion	31.00%
LION VERSA PRO 2019 Price List (/products-and-services/view-product?productid=22127)	EE19LAF	Lion	18%
Majestic Fire Apparel 2018-2019 (/products-and-services/view-product?productid=22157)	EE19LOA	Majestic Fire Apparel	18%
Morining Pride TAILS 2019 Price List (/products-and-services/view-product?productid=22128)	EE19LBA	Honeywell	59%
Morning Pride and EV1 Helmet 2019 Price List (/products-and-services/view-product?productid=22131)	EE19LBD	Honeywell	55%
Morning Pride RANGER 2019 Price List (/products-and-services/view-product?productid=22129)	EE19LBB	Honeywell	59%
Morning Pride Viper Edge VE 2019 Price List (/products-and-services/view-product?productid=22130)	EE19LBC	Honeywell	59%
MSA 2024 US Suggested List Price Book (Effective January 1, 2024) (/products-and-services/view-product?productid=22109)	EE19HDA	MSA Safety Sales LLC	5
MSA 2024 US Suggested List Price Book (Effective January 1, 2024) (/products-and-services/view-product?productid=22065)	EE19ACA	MSA Safety Sales LLC	15
MTS Brand - Lakeland Fire 2023 List Price Schedule - (Effective 04/01/2023) (/products-and-services/view-product?productid=22150)	EE19LHC	Lakeland Fire	List-36%

OSX Brand - Lakeland Fire 2023 List Price Schedule (Effective 04/01/2023) (/products-and-services/view-product?productid=22148)	EE19LHA	Lakeland Fire	List-36%
Paratech 2023 List Price Schedule (Effective 01/01/23) (/products-and-services/view-product?productid=22105)	EE19GDA	Paratech	List- 7%
Paratech 2023 List Price Schedule (Effective 01/01/23) (/products-and-services/view-product?productid=22099)	EE19FCA	Paratech	List- 7%
Philips 2019 Price List (/products-and-services/view-product?productid=22040)	EE19A41	Philips	42.00%
Philips 2019 Price List (/products-and-services/view-product?productid=22046)	EE19B41	Philips	42.00%
Philips 2019 Price List (/products-and-services/view-product?productid=22051)	EE19C41	Philips	30% off Defibrillators, 25% off Accessories
Philips 2019 Price List (/products-and-services/view-product?productid=22055)	EE19D41	Philips	18% off Defibrillators, 18% off Accessories
Physio-Control 2019 Price List (/products-and-services/view-product?productid=22062)	EE19F91	Physio-Control	15% off Chest Compression Device, 20% off Accessories
Physio-Control 2019 Price List (/products-and-services/view-product?productid=22059)	EE19E31	Physio-Control	18% off Defibrillators, 18% off Accessories
Physio-Control 2019 Price List (/products-and-services/view-product?productid=22039)	EE19A31	Physio-Control	40% off AEDs, 20% off Accessories
Physio-Control 2019 Price List (/products-and-services/view-product?productid=22050)	EE19C31	Physio-Control	30% off Defibrillators, 20% off Accessories
Physio-Control 2023 Price List (/products-and-services/view-product?productid=22054)	EE19D31	Physio-Control	20.00%
Rescue 42 2021 Price List (/products-and-services/view-product?productid=22100)	EE19FDA	Rescue 42	8%

RESCUE80 2021 Price List (/products-and-services/view-product?productid=22135)	EE19LCB	TECGEN	45%
SCX Brand - Lakeland Fire 2023 List Price Schedule - (Effective 04/01/2023) (/products-and-services/view-product?productid=22149)	EE19LHB	Lakeland Fire	List-36%
Shelby Specialty Gloves, Work/Rescue/Extrication/Fire-NFPA Compliant, - Aug 2022 Price List (/products-and-services/view-product?productid=22159)	EE19LQA	Shelby Specialty Gloves	18.00%
Stallion Air 2019 Price List (/products-and-services/view-product?productid=22120)	EE19KCA	Stallian air	3%
Stihl Saws (Effective 01/01/2023) (/products-and-services/view-product?productid=22116)	EE19IEA	Stihl	List-2%
Super Vac Fan Price List (Effective 04/01/23) (/products-and-services/view-product?productid=22115)	EE19IDA	Super Vac	List-22%
Tempest Technology Fire Price List, 2019 (/products-and-services/view-product?productid=22113)	EE19IBA	Tempest	16%
The argus Range of Thermal Imaging Cameras 2022 Price List (/products-and-services/view-product?productid=22107)	EE19HBA	Avon Protection Systems	8.00%
Thorogood Fire & Uniform Price List, 2018-2019 (/products-and-services/view-product?productid=22158)	EE19LPA	Weinbrenner/Thorogood	23%
Unifire Products Price List (Effective 01/01/2023) (/products-and-services/view-product?productid=22114)	EE19ICA	Unifire	List-10%
Veridian Fire Protective Gear 2022 Price List (Effective 3/20/2023) (/products-and-services/view-product?productid=22137)	EE19LEA	Veridian	30%
Vetter Rescue Price List 2021 (/products-and-services/view-product?productid=22104)	EE19GCA	Hurst-Vetter	15%

Wildland Gear (/products-and-services/view-product?productid=22136)	EE19LDA	Crewboss Div of Western Shelter	5
Zoll 2019 Price List (/products-and-services/view-product?productid=22056)	EE19D61	Zoll Medical	18% off Defibrillators, 18% off Accessories
Zoll 2019 Price List (/products-and-services/view-product?productid=22052)	EE19C61	Zoll Medical	30% off Defibrillators, 15% off Accessories
Zoll 2019 Price List (/products-and-services/view-product?productid=22047)	EE19B61	Zoll Medical	40% off AEDs, 15% off Accessories
Zoll 2019 Price List (/products-and-services/view-product?productid=22041)	EE19A61	Zoll Medical	40% off AEDs, 15% off Accessories
Zoll 2019 Price List (/products-and-services/view-product?productid=22060)	EE19E61	Zoll Medical	18% off Defibrillators, 18% off Accessories
Zoll 2019 Price List (/products-and-services/view-product?productid=22061)	EE19F61	Zoll Medical	15% off Chest Compression Device, 18% off Accessories

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
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Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by H-GAC pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing H-GAC, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that H-GAC, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, H-GAC's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:5/14/2024

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson and Councilmember Penn

Purpose and Scope of Project:

Replace the Roof and Roof Accessories at the Toulminville Library.

Amount of Contract:

$759,500.00

Funding Source

Project # Mobile Public Library Toulminville Branch - Re-Roofing BG-064D-21 **Discretionary Funds**

Project String C0956 TOULMINVILLE LIBRARY RE-ROOFING (20002000-48010) **Contract Number:**4955

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
BG-064D-21 Routing package	Cover Memo	5/8/2024

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	5/9/2024 - 12:04 PM
Capital	Rhodes, Brenda	Approved	5/9/2024 - 12:53 PM
Legal	Kern, Chris	Approved	5/9/2024 - 1:19 PM
Mayors Office	Barber, James	Approved	5/9/2024 - 2:26 PM

RESOLUTION

2024

Sponsored by:
Mayor William S. Stimpson and 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 though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	Double AA Construction Company, LLC
Project Name:	Mobile Public Library Toulminville Branch - Re-Roofing
Project Number:	BG-064D-21
Amount:	$759,500.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Mobile Public Library Toulminville Branch - Re-Roofing

CAPITAL PROJECT #: C0956 (20002000-48010)

CONTRACT AMOUNT: $759,500.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: BG-064D-21

PROJECT DESCRIPTION: For re-roofing and associated roofing repairs

VENDOR NAME: Double AA Construction Company, LLC

VENDOR NUMBER: 276905

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (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 X** **N** ___ ; 5% of the 1st 50% **X** 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: *Emma Dean* – Office Assistant I **Date:** 05/08/2024

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)

Double AA Construction Company, LLC.
8735 Lott Road
Wilmer, Alabama 36587
City of Mobile Business License Number: 64691
Secretary of State Registration Number: 000-315-936

for the following Project:
(Name, location and detailed description)

Mobile Public Library Toulminville Branch - Re-Roofing
601 Stanton Road
Mobile, AL 36617
BG-064D-21
Scope: For re-roofing and associated roofing repairs

The Architect:
(Name, legal status, address and other information)

The Architects Group, Inc
710 Downtowner Boulevard
Mobile, Alabama 36609

Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-182702

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.

Init.
/

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(1970487923)

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.

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.)

[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 Two hundred (200) calendar days from the date of the Notice to Proceed for commencement of the Work.

§ 3.3.2 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.
(Table deleted)
(Paragraph deleted)

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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 Seven Hundred Fifty Nine Thousand Five Hundred and 00/100 ($759,500 .00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: $749,500.00
Contingency Allowance: $10,000.00
Total Bid: $759.500.00

Total Contract Sum: $759.500.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	N/A

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)
Contingency Allowance: Ten Thousand and 00/100 ($ 10,000.00)
(Table deleted)

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)
Unit description – N/A	N/A	N/A

§ 4.5 Liquidated damages:
(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($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 by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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§ 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 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 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 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 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.

§ 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 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 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. The DBE Utilization Report shall be included with the pay application.

§ 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.)

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N/A

§ 5.1.7.2
(Paragraphs deleted)
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.

(Paragraphs deleted)
§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 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.

§ 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/Owner and the project accepted.

§ 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);
•Any additional close out requirements per the contract documents; and
•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.)

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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 Double AA Construction Company, LLC. has completed the contract for Mobile Public Library Toulminville Branch - Re-Roofing 601 Stanton Road Mobile, AL 36617 BG-064D-21. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering 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 Architect 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 Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)
This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor 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.

(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:

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User Notes:

(Name, address, email address, and other information)

Director, REAM
P.O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Robert Fleming, Owner
Double AA Construction Company, LLC
8735 Lott Rd
Wilmer, AL 36587

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:
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 from 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 licensed Agent of Alabama, with the 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 and the United States of America.

.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

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.4 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 and Property Damage	$1,000,000 combined single limit

.5 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 of $2,000,000 shall apply on a "Per Project" Basis.
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. Explosion and Collapse Hazard:
Included or X Not Applicable.
I. Underground Hazard:
Included or X Not Applicable.

.6 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 and Property damage	$1,000,000 combined single limit

.7 Umbrella/Excess Liability: $5,000,000 combined single limit each occurrence for bodily injury and/or property damage

.8 Builder's Risk Coverage (Property Insurance): 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.

A. 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

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others, comprising total value for the entire Project at the site on a replacement cost basis. 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, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

B. 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, 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.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

.9 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.10 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.

.11 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.

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.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) 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 thirty (30) days' (except ten (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

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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 Architect and the Architect's 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.

§ 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)
Indemnification:
Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other provisions:

Contractor shall provide a minimum five (5) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required

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by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 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 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

(Paragraph deleted)

.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
G00I	TITLE SHEET, DRAWING INDEX, VICINITY MAP SYMBOLS, ABBREVIATIONS, GENERAL NOTES	02/28/2024
G002	CODE SUMMARY BUILDING #1, PUBLIC LIBRARY – TOULMINVILLE	02/28/2024
LSIOI	BUILDING# 1 TOULMINVLLE PUBLIC LIBRARY, LOCATION MAP	02/28/2024
1 - A100	BUILDING# 1 TOULMINVILLE PUBLIC LIBRARY, ROOF PLAN	02/28/2024
1 - A101	BUILDING# 1 TOULMINVILLE PUBLIC LIBRARY, PHOTOS	02/28/2024
1 – A102	BUILDING# 1 TOULMINVILLE PUBLIC LIBRARY, DETAILS	02/28/2024
1 – A103		02/28/2024

.4 Specifications

Section	Title	Date
DIVISION I	**GENERAL REQUIREMENTS**	
01 10 00	Summary	02/28/2024
01 21 00	Allowances	02/28/2024
01 25 12	Substitution Request Form	02/28/2024
01 25 13	Substitution Procedures	02/28/2024
01 26 00	Contract Modification Procedures	02/28/2024
01 50 00	Temporary Facilities and Controls	02/28/2024
01 60 00	Product Requirements	02/28/2024
01 70 00	Execution Requirements	02/28/2024
0l 73 29	Cutting and Patching	02/28/2024
0l 78 39	Project Record Documents	02/28/2024
DIVISION 2	**SITE CONSTRUCTION**	
02 41 19	Selective Demolition	02/28/2024

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DIVISION 3	**CONCRETE** Not Used	
DIVISION 4	**MASONRY** Not Used	
DIVISION 5	**METALS** Not Used	
DIVISION 6	**WOOD AND PLASTIC**	
06 10 00	Rough Carpentry	02/28/2024
DIVISION 7	**THERMAL AND MOISTURE PROTECTION**	
07 55 20	SBS Modified Bituminous Membrane Roofing	02/28/2024
07 59 10	Membrane Re-roofing Preparation	02/28/2024
07 62 00	Sheet Metal Flashing and Trim	02/28/2024
07 92 00	Joint Sealants	02/28/2024
DIVISION 8	**DOORS AND WINDOWS**	
08 45 13	Translucent Roof Plastic Glazing	02/28/2024
DIVISION 9	**FINISHES**	
09 91 20	Painting	02/28/2024
DIVISION 10	**SPECIALTIES** Not Used	
DIVISION 11	**EQUIPMENT** Not Used	
DIVISION 12	**FURNISHINGS** Not Used	
DIVISION 13	**SPECIAL CONSTRUCTION** Not Used	
DIVISION 14	**CONVEYING SYSTEMS** Not Used	
DIVISION 15	**MECHANICAL** Not Used	
DIVISION 16	**ELECTRICAL** Not Used	

.5 Addenda, if any:

Number	**Date**
#1	March 7, 2024
#2	March 21, 2024

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.

(Paragraph deleted)

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.6 Other Exhibits:

(Paragraphs deleted)

§ 9.2

(Paragraph deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 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.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Office of Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703 with DBE Utilization Report
	Certificate of Substantial Completion-AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706
	Contractor's Affidavit of Release of Liens-AIA Document G706A
	Consent of Surety to Final Payment-AIA Document G707
	Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction-AIA Document A201

§ 9.2.2 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. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

§ 9.2.3 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

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individuals and business entities.

§ 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.

§ 9.2.6 Severability Clause:
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.

§ 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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This Agreement entered into as of the day and year first written above.

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: Double AA Construction Company, LLC

OWNER *(Signature)*

CONTRACTOR *(By Signature)*

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

Robert Fleming, Owner
(Printed name and title)

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 **Robert Fleming** as **Owner** of **Double AA Construction Company, LLC** 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 said corporation on the day the same bears date.
Sworn to and subscribed for me this 15th. day of April, 2024.

NOTARY PUBLIC
My Commission Expires: February 2, 2027

Init.

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Bond Number: RCB0047753

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Double AA Construction Company, LLC., 8735 Lott Road, Wilmer, Alabama 36587, hereinafter called the Principal, and RLI Insurance Company, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of Seven Hundred Fifty Nine Thousand Five Hundred and 00/100 Dollars ($759,500.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2024 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Mobile Public Library Toulminville Branch - Re-Roofing (BG-064D-21) 601 Stanton Road, Mobile, Alabama, 36617, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 15 day of April, 2024.

CONTRACTOR AS PRINCIPAL
Company: Double AA Construction Company, LLC
(Corporate Seal)
By: _____
(Signature)
Name and Title: Robert Fleming, Owner

SURETY
Company: RLI Insurance Company
(Corporate Seal)
By: _____
(Signature)
Name and Title: B. Doyle Campbell, Attorney-in-fact

Resident Agent: _____
(Signature)
Name and Title: B. Doyle Campbell, AL Resident Agent
Company Name: BaySide Surety Brokerage, Inc.
Address: PO Box 851074
Mobile, AL 36685
Phone and Fax: 251-661-0745 / 251-661-0790

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

B. Doyle Campbell, Tracy Vancleave, jointly or severally

in the City of Mobile, State of Alabama its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 3rd day of February, 2023.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Barton W. Davis — Vice President

State of Illinois
County of Peoria } SS

On this 3rd day of February, 2023, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: _____
Catherine D. Geiger — Notary Public

CATHERINE D. GEIGER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
December 05, 2026

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of _____, _____.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Jeffrey D Fick — Corporate Secretary

Bond Number: RCB0047753

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Double AA Construction Company, LLC., 8735 Lott Road, Wilmer, Alabama 36587, as Principal, and RLI Insurance Company, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Seven Hundred Fifty Nine Thousand Five Hundred and 00/100 Dollars ($759,500.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2024 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Mobile Public Library Toulminville Branch - Re-Roofing (BG-064D-21) 601 Stanton Road, Mobile, Alabama, 36617, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint B. Doyle Campbell **Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 15 day of April, 2024

CONTRACTOR AS PRINCIPAL
Company: Double AA Construction Company, LLC
(Corporate Seal)
By: _____ (Signature)
Name and Title: Robert Fleming, Owner

SURETY
Company: RLI Insurance Company
(Corporate Seal)
By: _____ (Signature)
Name and Title: B. Doyle Campbell, Attorney-in-fact

Resident Agent: _____ (Signature)
Name and Title: B. Doyle Campbell, AL Resident Agent
Company Name: BaySide Surety Brokerage, Inc.
Address: PO Box 851074
Mobile, AL 36685
Phone and Fax: 251-661-0745 / 251-661-0790

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

B. Doyle Campbell, Tracy Vancleave, jointly or severally

in the City of Mobile, State of Alabama its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 3rd day of February, 2023.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 3rd day of February, 2023, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: _____
Catherine D. Geiger — Notary Public

CATHERINE D. GEIGER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
December 05, 2026

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of _____, _____.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Jeffrey D. Fick — Corporate Secretary

014619402021 2

A0058D19

EXHIBIT 3

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, 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

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Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Double AA Construction Company, LLC.
Address	8735 Lott Road, Wilmer, Alabama 36587
Telephone	(251) 645-1266
E-Mail	doubleaaconst@aol.com

RFP/RFQ Solicitation Number	BG-064D-21
Project Description	Mobile Public Library, Toulminville Branch Re-Roofing
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male eight Female zero Minority four Non-minority four SDVO zero Total #of Employees eight

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Robert Fleming

Signature: Robert Fleming Date: March 27, 2024

Title: Owner

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: Robert Fleming Title: Owner

Email: doubleaaconst@aol.com Phone: (251) 645-1266

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, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Double AA Construction Company, LLC. Your Bid/Proposal Amount $ 759,500.00 Date: March 27,2024

BG / 064D / 21 Description Mobile Public Library, Toulminville Branch, Re-Roofing

Name of Bidder/Proposer: Double AA Construction Company, 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
SOPREMA		Roofing Material Supplier	150,000.00	20%	No	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Double AA Construction Company, LLC.

Contact Person: Robert Fleming Phone (251) 645-1266 Email doubleaaconst@aol.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.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

	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)

_____ 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.

_X_ 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. _____

_____

_____

Double AA Construction Company, LLC	
Entity ID Number	000-315-936
Entity Type	Domestic Limited Liability Company
Principal Address	8735 LOTT RD WILMER, AL 36587
Principal Mailing Address	8735 LOTT RD WILMER, AL 36587
Status	Exists
Place of Formation	Mobile County
Formation Date	08/06/2014
Registered Agent Name	FLEMING, ROBERT A
Registered Office Street Address	8735 LOTT RD WILMER, AL 36587
Registered Office Mailing Address	8735 LOTT RD WILMER, AL 36587
Nature of Business	TO ENGAGE IN CONSTRUCTION BUSINESS
Organizers	
Organizer Name	FLEMING, ROBERT A
Organizer Street Address	8735 LOTT RD WILMER, AL 36587
Organizer Mailing Address	8735 LOTT RD WILMER, AL 36587
Organizer Name	FLEMING, ROBERT A
Organizer Street Address	8735 LOTT RD WILMER, AL 36587
Organizer Mailing Address	8735 LOTT RD WILMER, AL 36587
Annual Reports	
Report Year	2015 2016 2017 2018 2019 2020 2021 2022 2023
Transactions	
Transaction Date	08/18/2014
Miscellaneous Filing Entry	New Entity Effective 08-10-2014 17:00
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	08/18/2014 Certificate of Formation 4 pgs.

Browse Results New Search

Company ID Number: 491440

Approved by:

Employer Double AA Construction Company	
Name (Please Type or Print) Robert S Fleming	Title Owner
Signature Electronically Signed	Date 01/18/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/18/2012

E-Verify

Company ID Number: 491440

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Double AA Construction Company
Company Facility Address	8735 Lott Rd Wilmer, AL 36587
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	542117126
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/04/2024

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 Valent Group, LLC 1110 Montlimar Drive Suite 400 Mobile AL 36609	**CONTACT NAME:** Danelle Stokes **PHONE (A/C, No, Ext):** (251) 544-7237 **FAX (A/C, No):** **E-MAIL ADDRESS:** dstokes@valentgroup.com
INSURED Double Aa Construction Company, LLC 8735 Lott Rd Wilmer AL 36587-9201	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** State Auto Mutual Insurance Company — 25135 **INSURER B :** Travelers Property & Casualty Co of America — 25674 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CL2311745597 **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] Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	10155713CP	11/24/2023	11/24/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Pollution Liability	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 25,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	10155714CA	11/24/2023	11/24/2024	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 [X] RETENTION $ 0	Y	Y	10155719CU	11/24/2023	11/24/2024	EACH OCCURRENCE AGGREGATE FOLLOW FORM	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) 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	 $ $ $
B	Installation or Builders Risk $1,000 deductible			660-9S448313	11/24/2023	11/24/2024	Total Limit per job Temp Storage Limit Transit Limit	1,500,000 250,000 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

[Job #: BG-064D-21 Job Type: Mobile Public Library Toulminville Branch Re-Roof]
[Loc:601 Stanton Rd, Mobile, AL 36617]
City of Mobile is named as an additional insured with respect to the general, automobile and the umbrella liability as required by written contract. All policies shall be primary and non-contributory with any other insurance in force or which may be purchased by the additional insured. A waiver of subrogation applies in favor of the City of Mobile as respects to general, automobile and umbrella liability. A 30 day notice of cancellation, non-renewal or material change applies(except 10 days for non-payment)

CERTIFICATE HOLDER

City of Mobile
PO 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

Marsha Greene

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STATE AUTO PEAK SERIES FOR CONTRACTOR'S LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

CONTENTS:

A. PROPERTY OF OTHERS IN THE CARE, CUSTODY OR CONTROL OF THE INSURED & VOLUNTARY PROPERTY DAMAGE

B. CONSTRUCTION PROJECT/LOCATION GENERAL AGGREGATE

C. CONSTRUCTION PROJECT/LOCATION PRODUCTS-COMPLETED OPERATIONS AGGREGATE

D. ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT

E. ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED FOR PERMITS

F. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY OF OTHERS

G. PRIMARY AND NONCONTRIBUTORY

A. PROPERTY OF OTHERS IN THE CARE, CUSTODY OR CONTROL OF THE INSURED & VOLUNTARY PROPERTY DAMAGE

1. Coverage

With respect to the coverage provided by this provision, the following is added to Paragraph **1.a**. of **Section I – Coverages - Coverage A – Bodily Injury And Property Damage Liability:**

We will pay, at your request, for "property damage" to property of others while that property is in the care, custody or control of the insured, arising out of your act or omission without regard to any legal obligation to pay damages.

2. Exclusions

Paragraph **2. Exclusions**, of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE** is amended as follows:

a. With respect to the coverage provided by this endorsement, exclusions **2.j.(3), 2.j.(5)** and **2.j.(6)** of **Section I – Coverages – Coverage A - Bodily Injury And Property Damage Liability** do not apply.

b. With respect to the coverage provided by this endorsement, exclusion **2.j.(4)** is replaced with the following:

j. Damage To Property

"Property damage" to:

(4) Personal property in the care, custody or control of the insured at premises owned, occupied by or rented to an insured;

c. The following is added:

1) This insurance does not apply to "property damage" to property:

a) Arising from errors or mistakes in design plans or specifications committed by or on behalf of the insured.

b) While being transported by or caused by the ownership, maintenance, operation, use, loading or unloading of any "auto," watercraft or aircraft by an insured; or

c) Included in the "products – completed operations hazard".

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3. **Limits of Insurance**

With respect to the coverage provided by this endorsement, the following is added to **Section III – Limits of Insurance:**

Regardless of the number of insureds, claims made or "suits" brought, or persons or organizations making claims or bringing "suits":

a. Subject to **b.** below, the most we will pay for "property damage" including all resulting loss of use is:

1) $2,500 as a result of any one "occurrence" and the most we will pay for the sum of all occurrences during the policy period is the aggregate limit of $10,000; or

2) The amount shown in the Declarations, if greater than **1)** above, for Property Of Others In The Care, Custody, And Control Of The Insured.

b. The limit in **3.a.1)** above is part of and not in addition to the Commercial General Liability Each Occurrence limit described in Paragraph **5.** of **Section III – Limits of Insurance** of the Commercial General Liability Coverage Form.

We will not pay for "property damage" in any one "occurrence" until the amount of loss or damage exceeds the deductible shown for this coverage in the policy declarations. We will then pay the amount of loss or damage in excess of the deductible, up to the applicable limit of insurance. The limits of insurance will not be reduced by the application of such deductible amount.

We may pay any part or the entire deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken; you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

c. The amount we pay for the sum of all occurrences in an annual policy period is the Aggregate Limit for this coverage. This amount is part of and not in addition to the Commercial General Liability General Aggregate Limit described in Paragraph **2.** of **Section III – Limits of Insurance** of the Commercial General Liability Coverage Form.

4. **Conditions**

With respect to the coverage provided by this endorsement, the following is added to **Section IV – Commercial General Liability Conditions:**

a. Any payment made under this endorsement shall not be interpreted as an admission of liability by you or us.

b. In the event of a loss covered by this endorsement, an insured shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs at actual cost to an insured, excluding prospective profit or overhead charges of any nature. Any property so paid for or replaced shall, at our option, become our property. Any payment made by us shall not constitute an admission of liability by an insured, or by us.

c. With respect to the coverage provided by this endorsement Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions** is amended to include the following paragraph:

If any other insurance carried by an insured applies to a loss covered by this endorsement, the insurance under this coverage extension shall apply as excess insurance over such other insurance, collectable or not.

B. CONSTRUCTION PROJECT/LOCATION GENERAL AGGREGATE

1. For all sums which the insured become legally obligated to pay as damages caused by an "occurrence" under **SECTION I – COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I – COVERGE C**, which can be attributed:

(i) only to ongoing operations at a single construction project away from premises owned or rented to you or;

(ii) to a single "location" owned or rented to you:

a. A separate Construction Project/"Location" General Aggregate Limit applies to each construction project or covered "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

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b. The Construction Project/"Location" General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:

(1) Insureds;

(2) Claims made or "suits" brought; or

(3) Persons or organizations making claims or bringing "suits".

c. Any payments made under **SECTION I - COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Construction Project/"Location" General Aggregate Limit for that construction project or covered "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project/"Location" General Aggregate Limit for any other construction project or covered "location".

d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project/"Location" General Aggregate Limit.

2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C**, which cannot be attributed only to ongoing operations at a single construction project or only to operations at a single "location":

a. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

b. Such payments shall not reduce any Construction Project/"Location" General Aggregate Limit.

3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, except where addressed by a separate provision, and not reduce the General Aggregate Limit nor the Construction Project/"Location" General Aggregate Limit.

4. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

5. For the purposes of this endorsement, **SECTION V - DEFINITIONS** is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

6. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

C. CONSTRUCTION PROJECT/LOCATION PRODUCTS-COMPLETED OPERATIONS AGGREGATE

When coverage for the "products-completed operations hazard" is purchased under this policy the following applies:

1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I - COVERAGE A** because of "bodily injury" and "property damage" included in the "products-completed operations hazard" which can be attributed

(i) only to "your work" at a single designated project; or

(ii) Operations at; or "your products" manufactured, sold, handled or distributed at, from or in connection with: a single "location".

a. A separate Construction Project/"Location" Products-Completed Operations Aggregate Limit applies to each construction project or covered "location", and that limit is equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations.

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b. The Construction Project/"Location" Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A** because of "bodily injury" and "property damage" included in the "products-completed operations hazard", regardless of the number of:

(1) Insureds;

(2) Claims made or "suits" brought; or

(3) Persons or organization making claims or bringing "suits"

c. Any payments made under **COVERAGE A** for damages shall reduce the Construction Project/"Location" Products-Completed Operations Aggregate Limit for that construction project or covered "location". Such payments shall not reduce the Products-Completed Operations Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project/"Location" Products-Completed Operations Aggregate Limit for any other construction project or covered "location".

d. The limit shown in the Declarations for Each Occurrence continues to apply. However, instead of being subject to the Products-Completed Operations Aggregate Limit shown in the Declarations, such limit will be subject to the applicable Construction Project/"Location" Products-Completed Operations Aggregate Limit.

2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I - COVERAGE A**, because of "bodily injury" and "property damage" included in the "products-completed operations hazard" which cannot be attributed only to:

(i) "your work" at a single designated project; or

(ii) Operations at; or "your products" manufactured, sold, handled or distributed at, from or in connection with: a single "location":

a. Any payments made under **COVERAGE A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" shall reduce the amount available under the Products-Completed Operations Aggregate Limit; and

b. Such payments shall not reduce any Construction Project/"Location" Products-Completed Operations Aggregate Limit.

3. Any payments for damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the General Aggregate Limit, and will not reduce the Products-Completed Operations Aggregate Limit nor any Construction Project/"Location" General Aggregate Limit.

4. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

5. For the purposes of this endorsement, **SECTION V - DEFINITIONS** is amended by the addition of the following definition:

'Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

6. The provisions of **SECTION III – LIMIT OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

D. ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT

The words "you" and "your" as used in this provision refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under the policy to which this endorsement is attached. "You" and "your" do not refer to an additional insured.

1. **SECTION II – WHO IS AN INSURED** is amended to include any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

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a. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

(1) The Insurance Services Office (ISO) CG 20 10 (10/01 edition); or

(2) The Insurance Services Office (ISO) CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

(a) Your ongoing operations, with respect to Paragraph **D.1.a.(1)** above; or

(b) "Your work" and included in the "products-completed operations hazard",, with respect to Paragraph **D.1.a.(2)** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **D.1.a.**, insurance afforded to such additional insured:

i. Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs subsequent to your execution of the written contract or written agreement; and

ii. Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

b. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

(1) The Insurance Services Office (ISO) CG 20 10 (07/04 edition); or

(2) The Insurance Services Office (ISO) CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(a) Your acts or omissions; or

(b) The acts or omissions of those acting on your behalf,

in the performance of:

1. Your ongoing operations, with respect to Paragraph **D.1.b.(1)** above; or

2. "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **D.1.b.(2)** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **D.1.b.**, insurance afforded to such additional insured:

i. Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs subsequent to your execution of the written contract or written agreement; and

ii. Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

c. If neither Paragraph **D.1.a.** nor Paragraph **D.1.b** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

(1) Under the Insurance Services Office (ISO) CG 20 10 (04/13) or Insurance Services Office (ISO) CG 20 10 (12/19) edition, any subsequent edition, or if no edition date is specified; or

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(2) With respect to ongoing operations if no form is specified;

such person or organization is then an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(a) Your acts or omissions; or

(b) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **D.1.c.** insurance afforded to such additional insured:

i. Only applies to the extent permitted by law;

ii. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

iii. Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs subsequent to your execution of the written contract or written agreement.

d. If neither Paragraph **D.1.a.** nor Paragraph **D.1.b** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

(1) Under the Insurance Services Office (ISO) CG 20 37 (04/13) or Insurance Services Office (ISO) CG 20 37 (12/19) edition, any subsequent edition, or if no edition date is specified; or

(2) With respect to the "products-completed operations hazard" if no form is specified,

such person or organization is then an additional insured, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **D.1.d.,** insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury" or "property damage" occurs subsequent to your execution of the written contract or written agreement.

2. With respect to the insurance afforded to the additional insured described above, the following additional exclusion applies:

a. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render any professional engineering, architectural or surveying services by you or others on your behalf, including:

(1) The preparing, approving, failing to prepare approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or

(2) Supervisor or inspection activities performed as part of any related architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

3. With respect to the insurance afforded to an additional insured under Paragraph **D.1.c.** or Paragraph **D.1.d.** of this endorsement, the following applies:

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a. The following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured is the amount of insurance:

(1) Required by a written contract or written agreement; or

(2) Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

b. Paragraph **9.**f. of **SECTION V - DEFINITIONS** is amended as follows:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

4. With respect to the coverage provided under this endorsement:

a. The following is added to Paragraph **4.a.** of the **Other Insurance,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Primary and Noncontributory Insurance

However, this insurance is primary to and will not seek contribution from any other insurance available to a person or organization added as an additional insured under the terms of the endorsement provided that:

(1) The person or organization is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

b. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance Condition** under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

5. This additional insured provision does not apply to an additional insured or project which has been specifically addressed by separate endorsement to this Coverage Part showing the additional insured in a Schedule of additional insureds.

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E. ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED FOR PERMITS

1. The words "you" and "your" as used in this provision refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under the policy to which this endorsement is attached. "You" and "your" do not refer to an additional insured.

2. **SECTION II – WHO IS AN INSURED** is amended to include any state, governmental agency, subdivision or political subdivision for which you are required to add as an additional insured because of the issuance or existence of a permit, but only with respect to:

   a. Liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

   (1) Your acts or omissions; or

   (2) The acts or omissions of those acting on your behalf;

   in the performance of your ongoing operations for which the permit was issued; and

   b. Permits:

   (1) Currently in effect or becoming effective during the term of this policy; and

   (2) Executed prior to the "bodily injury", "property damage," or "personal and advertising injury".

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

   b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

   A person's or organization's status as an additional insured for ongoing operations ends when your operations for which the permit was issued are completed.

3. With respect to the insurance afforded to the additional insured described in **E. 2.** above, this insurance does not apply to:

   a. Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

4. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

   If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

   b. Required by the contract or agreement; or

   c. Available under the applicable Limits of Insurance shown in the Declarations,

   whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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F. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS (WAIVER OF SUBROGATION)

Condition **8. Transfer Of Rights Of Recovery Against Others To Us** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the addition of the following:

We waive any right of recovery against any person(s) or organization(s), because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to the loss.

G. PRIMARY AND NONCONTRIBUTORY

Subparagraph **a. Primary Insurance** of Paragraph **4. Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the following additional paragraph:

However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured under the terms of this Coverage Form or amendatory endorsement provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO POLICY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Double AA Construction Co.

Endorsement Effective Date: 11/24/2022

CONTENTS:

A. ADDITIONAL INSURED – AUTOMATIC STATUS
B. BROADENED INSURED
C. DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS CONDITION
D.. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS
E. RESULTANT MENTAL ANGUISH
F. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION
G. EMPLOYEES AS INSUREDS
H. EMPLOYEE HIRED AUTOS
I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

A. ADDITIONAL INSURED – AUTOMATIC STATUS

Item A.1.c. of SECTION II –COVERED AUTOS LIABILITY COVERAGE,WHO IS AN INSURED is deleted and replaced with the following:

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability. This includes, but is not limited to, any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract or a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured under this policy only with respect to liability caused in whole or in part by your acts or omissions in the performance of your ongoing operations for the additional insured. A person or organization's status as an additional insured for ongoing operations under this policy ends when your operations for the additional insured are completed or when this policy is cancelled, whichever occurs first.

B. BROADENED INSURED

The following paragraph is added to SECTION II –A.1. WHO IS AN INSURED:

d. Any organization of yours, other than a partnership or joint venture, of which you own a financial interest of more than 50% as of the effective date of this Coverage part, will qualify as an "insured". However, such organization will not qualify as an "insured" if it is also an "insured" under another policy, other than a policy written to apply specifically in excess of this Coverage Part or would be an "insured" under such policy but for its termination or the exhaustion of its limits of insurance. Each such organization remains qualified as an "insured" only while you own a financial interest of more than 50% in the organization during the policy period.

e. Any organization that is acquired or formed by you, other than a partnership or joint venture, of which you own a financial interest of more than 50% will qualify as an "insured". However, such organization will not qualify as an "insured" if it is also an "insured" under another policy, other than a policy written to apply specifically in excess of this Coverage Part or would be an "insured" under such policy but for its termination or the exhaustion of its limits of insurance. Each such organization remains qualified as an "insured" only while you own a financial interest of more than 50% in the organization during the policy period.

This provision does not include:

(1) any organization 180 days or more after its acquisition or formation; or

(2) "bodily injury", "property damage" or "covered pollution cost or expense" caused by an "accident" that occurred before you acquired or formed the organization.

C. DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS CONDITION

The following paragraph is added to the end of Paragraph A. 2., SECTION IV – BUSINESS AUTO CONDITIONS:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is

satisfied if you send us written notice as soon as practicable after any of your executive officers, directors, partners, insurance managers, legal representatives, or "employees" authorized by you to give or receive notices becomes aware of or should have become aware of such "accident", claim, "suit" or "loss".

If you report an "accident" or "loss" to your workers compensation insurer which later becomes a claim under this coverage part, failure to report such "accident" or "loss" to us at the time of the "accident" or "loss" will not be considered a violation of this Condition, if you notify us as soon as practicable when you become aware that the "accident" or "loss" has become a liability claim.

D. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following paragraph is added to Paragraph B. of SECTION IV – BUSINESS AUTO CONDITIONS:

Based on our reliance on your representations of existing hazards, if you unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

E. RESULTANT MENTAL ANGUISH

The definition of "bodily injury" is SECTION V- DEFINITIONS is replaced by the following"

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

F. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION

The Fellow Employee Exclusion contained in Section II – Covered Autos Liability Coverage does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. The insurance granted under this provision is excess over any other collectible insurance

G. EMPLOYEES AS INSUREDS

The following is added to the SECTION II –COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

H. EMPLOYEES HIRED AUTOS

The following is added to the SECTION II –COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision:

Any "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5.b. Other Insurance is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Section IV – BUSINESS AUTO CONDITIONS A.5. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization to the extent required of you under a written contract executed prior to any "accident" or "loss", provided the "accident" or "loss" arises out of operations contemplated by such contract. This waiver applies only to the person or organization designated in such contract.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/5/2024

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 *CCMSI* *c/o WorkersFirst CompFund* *2 East Main Street Ste 208* *Danville, IL 61832*	CONTACT NAME: *Linda Hudgins* PHONE (A/C, No, Ext): *(888)-578-5555 8417* FAX (A/C, No): *217-477-6772* E-MAIL ADDRESS: *workersfirst@ccmsi.com*
INSURED *DOUBLE AA CONSTRUCTION CO. LLC* *8735 LOTT ROAD* *WILMER, AL 36587*	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : *WorkersFirst CompFund* INSURER B : *Midwest Employers Casualty Company* — *23612* INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL 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 $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	*EWC005404(WC)*	*1/1/2024*	*1/1/2025*	X PER STATUTE ☐ OTH-ER	
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y N/A			*PPAL127200(EL)*			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*

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: #BG-064D-21- Mobile Public Library Toulminville Branch Re-Roof. Waiver of Subrogation in favor of City of Mobile applies.
REGARDING EFFECTIVE AND EXPIRATION, BOTH DAYS ARE AT 12:01 A.M. STANDARD TIME AT THE INSUREDS ADDRESS.
COVERAGE UNDER THIS PROGRAM IS LIMITED TO THE ALABAMA WORKERS COMPENSATION ACT.

Excluded Officer(s): Robert Fleming Owner;

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
Linda Hudgins

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule
City of Mobile
P.O. Box 1827
Mobile, AL 36633

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective ***4/5/2024 - 12/31/2024*** Policy No. ***PPAL127200(EL)*** Endorsement No.
Insured Premium ***0***
DOUBLE AA CONSTRUCTION CO. LLC
Insurance Company Countersigned by Linda Hudgins
WorkersFirst Comp Fund

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

AGENDA ITEM SUMMARY SHEET

Agenda of:5/14/2024

Submitted by:

Director Cassie Boatwright, Real Estate and Asset Management

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize the execution of the Covenant of Purpose, Use, and Ownership between the City of Mobile and the U.S. Department of the Treasury in support of Grant No. RDCGR010111-01-02: Africatown Welcome Center: Phase I and II.

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

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	5/6/2024
Covenant of Purpose	Backup Material	5/6/2024
Opinion of Probable Cost	Backup Material	5/6/2024
County Add Funds Letter	Backup Material	5/6/2024
Previously Approved Covenant of Purpose	Backup Material	5/6/2024

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Threadgill, Randy	Approved	5/8/2024 - 2:50 PM
Legal	Kern, Chris	Approved	5/9/2024 - 1:05 PM
Legal	Kern, Chris	Approved	5/9/2024 - 1:06 PM

Mayors Office	Barber, James	Approved	5/9/2024 - 2:25 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and City Clerk are authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile the Covenant of Purpose, Use, and Ownership between the City of Mobile and the U.S. Department of the Treasury in support of Grant No. RDCGR010111-01-02: Africatown Welcome Center: Phase I and II.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to sign any agreements or other documents and provide any information required by the U.S. Treasury Department or the Alabama Department of Conservation and Natural Resources. All agreements, together with the exhibits, shall be filed with the City Clerk after execution.

Adopted:

_____

City Clerk

COVENANT OF PURPOSE, USE AND OWNERSHIP

THIS COVENANT OF PURPOSE, USE AND OWNERSHIP dated this __ day of ____, 2024 (hereinafter referred to as the "Covenant"), by and between the **City of Mobile, Alabama**, owner of the real property described in Exhibit "A" attached hereto and incorporated herein (hereinafter with all improvements called "Property"), whose address is **205 Government Street, Mobile, Alabama 36602** (hereinafter with its successors and assigns called "Owner") and the United States Department of the Treasury, Office of Gulf Coast Restoration, whose address is 1500 Pennsylvania Ave NW, Washington, DC 20220 (hereinafter with successors and assigns called "Treasury").

RECITALS

WHEREAS, **Alabama Department of Conservation and Natural Resources** ("Recipient") submitted an application to Treasury for financial assistance under the Direct Component program authorized by the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012, Pub. L. No. 112-141 (hereinafter the "RESTORE Act") and Treasury made an award to Recipient on January 12, 2023, Grant No. **RDCGR010111-01-02** (the "Award") in the amount of **$6,375,969.00** (hereinafter called "Award Amount") for the construction of the **Africatown Welcome Center: Phase I and II** (the "Project"); and

WHEREAS, said Project includes improving the Property consisting of the construction of the **Africatown Welcome Center** for **cultural heritage and to promote tourism to the area** (the "Project Purposes"); and

WHEREAS, the total approved Project budget as of the time of the recordation of this Covenant is **$6,603,000**, which includes a non-federal share of **$878,927** from the **City of Mobile, Alabama**; and

WHEREAS, Recipient and the Owner executed **Subaward Grant Agreement – Amendment No. 2** (the "Subaward Agreement"), dated March 20, 2023, in the amount of **$6,224,073.00**, whereby Recipient agreed to disburse Award funds to the Owner to implement the Project; and

WHEREAS, Recipient accepted the Award (together with all documents attached thereto or incorporated therein and hereinafter called "Award Agreement") thereby binding itself and making itself subject to the terms and conditions contained in the Award Agreement, including, but not limited to, the applicable requirements of the RESTORE Act, 31 C.F.R. Part 34, and 2 C.F.R. Part 200; and

WHEREAS, in executing the Subaward Agreement, the Owner agreed to be subject to the terms and conditions contained in the Award Agreement, including, without limitation, the applicable requirements of the RESTORE Act, 31 C.F.R. Part 34, and 2 C.F.R. Part 200; and

WHEREAS, Owner agreed to record this Covenant in the land records of **Mobile County, Alabama**, located in the appropriate office for the recording of public records affecting real property in the jurisdiction where the Property is located so as to constitute notice to all persons of any and all restrictions on title to and use of the Project and all or part of the Property; and

WHEREAS, the **Records of the Judge of Probate Court of Mobile County, Alabama** located at **2915 Mobile County Government Annex, 151 Government Street, Mobile, Alabama 36602** is the proper office to record this Covenant.

NOW THEREFORE, in consideration of financial assistance provided by Treasury through a subaward from the Recipient and of other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and to assure that the benefits of the Project will accrue to the public and be used for the Project Purposes, Owner hereby covenants and agrees as follows:

1. The Estimated Useful Life ("EUL") of the Project is **Fifty (50)** years from the date of Project completion. During the EUL of the Project, the Owner agrees to hold its interest in the Property in trust to carry out the Project Purposes.

2. Owner agrees that for the EUL of the Project, set forth above, the Owner will not sell, transfer, lease, assign, encumber, convey, or mortgage any interest in the Property without Treasury's prior written approval. Owner agrees it shall not use the Property for purposes other than the Project Purposes or use the Property in a manner inconsistent with the Project Purposes or requirements of the RESTORE Act and Treasury's implementing regulations, 31 C.F.R. Part 34, without Treasury's prior written approval. Such approval may be conditioned, among other things, on Owner's payment to Treasury for the Federal Interest (as hereinafter defined) in the Property, in accordance with 2 C.F.R. 200.311(c). The Federal Interest is the current fair market value of the Property improvements made under the Award multiplied by Treasury's percentage of participation in the Project improvements, and to the extent that the Property was purchased under the Award, the Federal Interest also includes the current fair market value of the Property multiplied by Treasury's percentage of participation in the purchase of the Property. The Federal Interest does not include that portion of the current fair market value of the Property attributable to acquisitions or improvements that are not part of the Project.

3. As of the date of recordation of this Covenant, Treasury and Owner agree that the percentage of participation in the Project is deemed to be **86.68%**; however, this may change during the period of performance as a result of an amendment to the Award Agreement that increases or decreases Treasury funds or third-party funds for the Project. At any point during the Award Period of Performance, unless otherwise provided in the Award Agreement, Treasury's percentage of participation in the project shall be equal to the amount of Treasury funds obligated for the Project under the terms of the Award Agreement, as it may be amended, divided by the total approved Project budget, expressed as a percentage.

4. Owner further agrees that if the Recipient notifies the Owner that Treasury's percentage of participation changes during the Award period of performance, the Owner shall record an updated covenant with Treasury's updated percentage of participation in the Project no later than 120 days after the end of the Award period of performance and provide a copy of this updated and recorded covenant to Treasury.

5. Owner further agrees that during the EUL of the Project, the Owner will repay Treasury for the Federal Interest in the Property, in accordance with 2 C.F.R. 200.311(c), in the event the Property is used for purposes other than Project Purposes without the prior written approval of Treasury, or in the event the Property is sold, leased, transferred, conveyed, assigned, encumbered, or mortgaged without the prior written approval of Treasury.

6. Owner further agrees that, as a condition to accepting the disbursement of any portion of the Award Amount from Treasury through a subaward from the Recipient, Owner shall execute and place on record against the Property this Covenant and shall provide Treasury with evidence of such recordation. Treasury will in its sole discretion determine whether this Covenant is satisfactory and may require a copy of a title insurance, title search, or title opinion from the Owner showing that the Covenant is valid and enforceable according to its terms, that there is no lien or other encumbrance superior to the Covenant, and that the Covenant has been properly recorded.

7. Owner further agrees that whenever the Property is sold, leased, or otherwise conveyed, Owner shall add to the instrument of conveyance, pursuant to 2 C.F.R. 200.316, a Covenant of Purpose, Use and Ownership to document the Federal Interest in the Property. Treasury will, in its sole discretion, determine whether such covenant is satisfactory. In connection with any such transfer, Treasury may require a copy of a title insurance, title search, or title opinion that shows the covenant is valid and enforceable according to its terms and has been properly recorded.

8. Owner understands and agrees that the Federal Interest in the Property cannot be subordinated, diminished, nullified, or released by any encumbrance of the Property, or any other conveyance or action taken by the Owner, without prior written permission from Treasury. Notwithstanding the foregoing or any other section of this Agreement, Owner may repay to Treasury an amount equal to the Federal Interest at any time during the EUL of the project, and upon receipt, Treasury shall release its Federal Interest and provide documentation evidencing the release or termination of the Federal Interest on the Property.

9. It is stipulated and agreed that the terms hereof constitute a reasonable restraint on alienation of use, control, and possession of or title to the Property given the Federal Interest expressed herein.

10. This Covenant shall run with the land.

11. This Covenant shall be construed in a manner consistent with the terms and conditions of the Award Agreement and applicable regulations; provided, however, that if there is a conflict, the terms and conditions of the Award Agreement shall control.

IN WITNESS WHEREOF, a duly authorized officer of the Owner has hereunto set their hand as of the day and year first above. A completed duly recorded copy of this Covenant shall be forwarded to Treasury.

City of Mobile, Alabama

_____
Mayor William S. Stimpson

ATTEST:

_____
Deputy Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that William S. Stimpson, whose name as Mayor of the City of Mobile, and _____whose name as City Clerk of the City of Mobile, a municipal corporation, are signed to the foregoing Covenant of Purpose, Use and Ownership and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Covenant, they, in their capacity as such officers and with full authority, executed the same voluntarily for and as the act of said City of Mobile, a municipal corporation, on the day the same bears date.

Given under my hand this_ day of _____, 2024.

_____
Notary Public

My Commission Expires:

Exhibit A

Legal Description of Property

Beginning at the point of intersection of the East line of Southern Railway Company right of way and the North line of Block 1 of East Highlands Subdivision as recorded in Deed Book 156 page 594, Probate Court Records of Mobile County, Alabama; run thence Northwardly along the East line of Southern Railway right of way a distance of 245 feet, more or less to the North line of property conveyed to Katherine C. Cochrane by deed from John T. Cochrane, Jr. et al dated July 1, 1940 and recorded in Deed Book 296 page 600; thence Eastwardly along said North line a distance of 440 feet more or less to the West line of Bay Bridge Cut-Off Road; thence run Southwardly along the West line of Bay Bridge Cut-Off Road 310 feet; more or less to a point of the North line of said Block 1 East Highlands Subdivision; thence Westwardly along the North line of East Highlands Subdivision 370 feet; more or less to the point of beginning and otherwise known as 1959 Bay Bridge Road Cutoff.

MOTT MACDONALD

Mr. Roger Washington
Project Manager
Architectural Engineering Department
City of Mobile
205 Government Street
Mobile, Alabama 36644

Your Reference
CL-036-21 Africatown Welcome Center

Our Reference
502100719

April 25, 2024

Re: Opinion of Probably Cost for the COM Africatown Welcome Center

Dear Mr. Washington,

Mott MacDonald
107 Saint Francis Street
Suite 2900
Mobile
AL 36602
United States of America

T +1 (251) 298-8476
mottmac.com

Mott MacDonald Architects, Inc. (MM) respectfully submits the following opinion of probably cost for the Africatown Welcome Center. It includes all allowances and is based on recently bid projects of similar scale by our office. It should not be considered for any official funding request.

Project description:

The City of Mobile engaged MM to design a welcome center and interpretive space for the Africatown Community, The 5600 square foot under roof structure is slab on grade and steel framed with a standing seam metal roof. The 3500 square foot interior space is clad in brick and tile with aluminum storefront glazing. Interior walls are gypsum or tile in the wet areas. Carpet and resinous floors and acoustical tile ceilings will finish out the spaces. HVAC will be provided by 3 DX units and there will be multiple restrooms for visitors and a break room with sink for employees.

Exterior improvements include upgrading the utilities, enlarging the parking lot, enlarging storm water capacity (to include underground retention), and landscape/ hardscape.

Opinion of Probable Cost:

Building:	$3,305,000.00
Divisions 3-10; 15; 26-27	
Civil:	$1,280,000.00
Divisions 2; 31-33	
Demolition:	$75,000.00
Division 2	$1,500,000.00

MOTT MACDONALD

Division 32

Allowances:	$443,000.00
Contingency, Appliance, Sculptural Tree, Sculptural Water Feature, IT and Security	

Total Estimated Construction Cost:	**$6,603,000.00**

Sincerely,

Andrew Marasca, RA
Senior Project Architect
251 298-8476
andrew.marasca@mottmac.com

OFFICE OF MOBILE COUNTY ATTORNEY

JAY M. ROSS
County Attorney
jay.ross@mobilecountyal.gov

JOHN W. ADAMS, JR.
Chief Staff Attorney
john.adams@mobilecountyal.gov

CHRISTINA MILAM ADCOCK
Staff Attorney
christina.adcock@mobilecountyal.gov

March 12, 2024

LINDA D. BAKER
Legal Assistant
linda.baker@mobilecountyal.gov

VIA EMAIL ONLY: Roger.Washington@cityofmobile.org

Roger D. Washington, Jr.
City of Mobile
Capital Improvements Project (CIP) Manager
Architectural Engineering Department
Fifth Floor, South Tower
Mobile, AL 36602

RE: Africatown Welcome Center, a City of Mobile Project

Dear Mr. Washington:

I have been informed that you requested a letter from the Mobile County Commission (the "County") confirming the County's agreement to provide additional funding for the Africatown Welcome Center, to comply with the requirements of certain other governmental entities who are providing funding or are interested parties.

The Mobile County Commission entered into an intergovernmental agreement with the City of Mobile, that was approved at the Mobile County Commission Meeting on March 11, 2024, Agenda Item No. 7, to provide certain additional funding for the construction of the Africatown Welcome Center in the amount of Nine Hundred Thousand and 00/100 ($900,000.00), should the construction bid for the Africatown Welcome Center exceed the allotted Six Million, Two Hundred Twenty-Four, Seventy-Three Dollars and 00/100 ($6,224,073.00).

Should you have any questions regarding this matter, please do not hesitate to contact the undersigned.

Sincerely yours,

JAY M. ROSS
County Attorney

COVENANT OF PURPOSE, USE AND OWNERSHIP

THIS COVENANT OF PURPOSE, USE AND OWNERSHIP dated this __ day of January, 2024 (hereinafter referred to as the "Covenant"), by and between the **City of Mobile, Alabama**, owner of the real property described in Exhibit "A" attached hereto and incorporated herein (hereinafter with all improvements called "Property"), whose address is **205 Government Street, Mobile, Alabama 36602** (hereinafter with its successors and assigns called "Owner") and the United States Department of the Treasury, Office of Gulf Coast Restoration, whose address is 1500 Pennsylvania Ave NW, Washington, DC 20220 (hereinafter with successors and assigns called "Treasury").

RECITALS

WHEREAS, **Alabama Department of Conservation and Natural Resources** ("Recipient") submitted an application to Treasury for financial assistance under the Direct Component program authorized by the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act (RESTORE Act), Pub. L. No. 112-141 (hereinafter the "RESTORE Act"); and Treasury made an award to **Alabama Department of Conservation and Natural Resources** on April 28, 2020, amended on August 9, 2022 and January 12, 2023, Grant No. **1 RDCGR010111-01-02** (the "Award") in the amount of $6,375,969 (hereinafter called "Award Amount"); and

WHEREAS, the total approved Project budget as of the time of the recordation of this Covenant is **$6,532,875**, which includes a non-federal share of **$308,802** from the Owner for the construction of the **Africatown Welcome Center: Phase I and Phase II** (hereinafter called "Project"); and

WHEREAS, said Project includes improving the Property consisting of the construction of **the Africatown Welcome Center**; and

WHEREAS, Recipient accepted the Award (together with all documents attached thereto or incorporated therein and hereinafter called "Award Agreement") thereby binding itself and making itself subject to terms and conditions contained in the Award Agreement including, but not limited to, the applicable requirements of the RESTORE Act, 31 CFR Part 34, and 2 CFR Part 200; and

WHEREAS, Owner agreed to record this Covenant in the land records of **Mobile County, Alabama**, located in the appropriate office for the recording of public records affecting real property in the jurisdiction where the Property is located so as to constitute notice to all persons of any and all restrictions on title to and use of the Project and all or part of the Property; and

WHEREAS, the **Records of the Judge of Probate Court of Mobile County, Alabama** located at **2915 Mobile County Government Annex, 151 Government Street, Mobile, Alabama 36602** is the proper office to record this Covenant.

NOW THEREFORE, in consideration of financial assistance provided by Treasury and of other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and to assure that the benefits of the Project will accrue to the public and be used as intended by both Treasury and by the Recipient, Owner hereby covenants and agrees as follows:

1. The Estimated Useful Life ("EUL") of the Project is **Fifty (50)** years from the date of Project completion. During the EUL of the Project, the Owner agrees to hold its interest in the Property in trust to carry out the public purposes of the Project funded by the Award.

2. Owner agrees that for the EUL of the Project, set forth above, the Owner will not sell, transfer, lease, assign, encumber, convey, or mortgage any interest in the Property without Treasury's prior written approval. Owner agrees it shall not use the Property for purposes other than the Project Purposes or use

the Property in a manner inconsistent with the Project Purposes or requirements of the RESTORE Act and Treasury's implementing regulations, 31 CFR Part 34, without Treasury's prior written approval. Such approval may be conditioned, among other things, on Owner's payment to Treasury for the Federal Interest (as hereinafter defined) in the Property. The Federal Interest is the current fair market value of the Property improvements made under the Award multiplied by Treasury's percentage of participation in the Project improvements, and to the extent that the Property was purchased under the Award, the Federal Interest also includes the current fair market value of the Property multiplied by Treasury's percentage of participation in the purchase of the Property. The Federal Interest excludes that portion of the current fair market value of the Property attributable to acquisition or improvements that are not part of the Project. Such approval may be conditioned, among other things, on Owner's payment to Treasury for the Federal Interest (as hereinafter defined) in the Property, in accordance with 2 CFR 200.311(c).

3. As of the date of recordation of this Covenant, Treasury and Owner agree that the percentage of participation in the Project is deemed to be **98%**; however, this may change during the period of performance as a result of an amendment to the Award that increases or decreases Treasury funds or third-party funds for the Project. At any point during the Project, Treasury's percentage of participation in the project shall be equal to the amount of Treasury funds obligated for the Project under the terms of the Award, divided by the total approved Project budget, as amended, expressed as a percentage.

4. Owner further agrees that if the Recipient notifies the Owner that Treasury's percentage of participation changed during the Award period of performance, the Owner shall, at a minimum, record an updated covenant with Treasury's updated percentage of participation in the Project no later than 120 days after the end of the Award period of performance and provide a copy of this updated and recorded covenant to Treasury.

5. Owner further agrees that during the EUL of the Project, the Owner will repay Treasury for the Federal Interest in the Property in the event the Property is used for purposes other than Project Purposes without the prior written approval of Treasury, or in the event the Property is sold, leased, transferred, conveyed, encumbered, or mortgaged without the prior written approval of Treasury.

6. Owner further agrees that, as a condition to accepting the disbursement of any portion of the Award Amount from Treasury, Owner shall execute and place on record against the Property this Covenant and shall provide Treasury with evidence of such recordation. Treasury will in its sole discretion determine whether this Covenant is satisfactory and may require a copy of a title insurance, title search, or title opinion from the Owner showing that the Covenant is valid and enforceable according to its terms, that there is no lien or other encumbrance superior to the Covenant.

7. Owner further agrees that whenever the Property is sold, leased, or otherwise conveyed, Owner shall add to the instrument of conveyance, pursuant to 2 C.F.R. 200.316, a Covenant of Purpose, Use and Ownership to document the Federal Interest in the Property. Treasury will, in its sole discretion, determine whether such covenant is satisfactory. In connection with any such transfer, Treasury may require a copy of a title insurance, title search, or title opinion that shows the covenant is valid and enforceable according to its terms and has been properly recorded.

8. Owner understands and agrees that the Federal Interest in the Property cannot be subordinated, diminished, nullified, or released by any encumbrance of the Property, or any other conveyance or action taken by the Owner, without prior written permission from Treasury. Notwithstanding the foregoing or any other section of this Agreement, Owner may repay to Treasury an amount equal to the Federal Interest at any time during the EUL of the project, and upon receipt, Treasury shall release its Federal Interest and provide documentation evidencing the release or termination of the Federal Interest on the Property.

9. It is stipulated and agreed that the terms hereof constitute a reasonable restraint on alienation of use, control, and possession of or title to the Property given the Federal Interest expressed herein.

10. This Covenant shall run with the land.

11. This Covenant shall be construed in a manner consistent with the terms and conditions of the Award Agreement and applicable regulations; provided, however, that if there is a conflict, the terms and conditions of the Award Agreement shall control.

IN WITNESS WHEREOF, a duly authorized officer of the Owner has hereunto set their hand as of the day and year first above. A completed duly recorded copy of this Covenant shall be forwarded to Treasury.

(The appropriate acknowledgment must be included for recording in Owner's jurisdiction.)

City of Mobile, Alabama

William S. Stimpson
2024.02.23 09:16:11
-06'00'

Mayor William S. Stimpson

ATTEST:

Lisa C. Lambert
City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that William S. Stimpson, whose name as Mayor of the City of Mobile, and Lisa C. Lambert whose name as City Clerk of the City of Mobile, a municipal corporation, are signed to the foregoing Covenant of Purpose, Use and Ownership and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Covenant, they, in their capacity as such officers and with full authority, executed the same voluntarily for and as the act of said City of Mobile, a municipal corporation, on the day the same bears date.

Given under my hand this ___day of _____, 2024.

Notary Public

My Commission Expires:

AGENDA ITEM SUMMARY SHEET

Agenda of:5/14/2024

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	5/9/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	5/9/2024 - 1:13 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 3300 Knollwood Drive and 3401 & 3421 Medical Park Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **May 14, 2024**, a public hearing will be held on the **18th** day of **June**, 2024, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 3300 Knollwood Drive and 3401 & 3421 Medical Park Drive from R-1, Single-Family Residential District, B-1, Buffer Business Suburban District, and B-2, Neighborhood Business Suburban District, to B-2, Neighborhood Business Suburban 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 CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE.

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOTS 4, 5, & 8, THE 10 FOOT PLANTING STRIP AND THAT PORTION OF MEDICAL PARK DRIVE LYING NORTH OF LOTS 4 & 5, SOUTHWEST COMMUNITY HOSPITAL SUBDIVISION, AS RECORDED IN MAP BOOK 34 PAGE 68, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from R-1, Single-Family Residential Suburban District, B-1, Buffer Business Suburban District, and B-2, Neighborhood Business Suburban District, to B-2, Neighborhood Business Suburban District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-2, Neighborhood Business Suburban 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 Unified Development Code of July 12, 2022, 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 Suburban District until all of the conditions set forth below have been complied with: 1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. 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 UNIFIED DEVELOPMENT CODE

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 12th day of July, 2022, and known as the "Unified Development Code". 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 18th day of June, 2024, 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 Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 22nd day of May, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **3300 Knollwood Drive and 3401 & 3421 Medical Park Drive.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-1, Single-Family Residential Suburban District, B-1, Buffer Business Suburban District, and B-2, Neighborhood Business Suburban District, to B-2, Neighborhood Business Suburban District.** Under the proposed amendment to the Unified Development Code, 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 Unified Development Code of July 12, 2022, 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 Unified Development Code of July 12, 2022, 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. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.**

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

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE.

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOTS 4, 5, & 8, THE 10 FOOT PLANTING STRIP AND THAT PORTION OF MEDICAL PARK DRIVE LYING NORTH OF LOTS 4 & 5, SOUTHWEST COMMUNITY HOSPITAL SUBDIVISION, AS RECORDED IN MAP BOOK 34 PAGE 68, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

The classification of said property is hereby changed from **R-1, Single-Family Residential Suburban District, B-1, Buffer Business Suburban District, and B-2, Neighborhood Business Suburban District, to B-2, Neighborhood Business Suburban District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-2, Neighborhood Business Suburban 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 Unified Development Code of July 12, 2022, 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 Suburban District** until all of the conditions set forth below have been complied with: **1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. 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

The Knollwood Place Subdivision (Kari Givens, Byrd Surveying, Inc.)
3300 Knollwood Drive and 3401 & 3421 Medical Park Drive
Council District 6
Josh Woods

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

May 8, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on April 18, 2024 considered the request of **The Knollwood Place Subdivision (Kari Givens, Byrd Surveying, Inc.)** for a change in zoning from **R-1, Single-Family Residential Suburban District, B-1, Buffer Business Suburban District, and B-2, Neighborhood Business Suburban District, to B-2, Neighborhood Business Suburban District** for the property located at **3300 Knollwood Drive and 3401 & 3421 Medical Park Drive.**

After discussion it was decided to recommend approval of the rezoning request to the City Council.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

May 8, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on April 18, 2024 considered the request of **The Knollwood Place Subdivision (Kari Givens, Byrd Surveying, Inc.)** for a change in zoning from **R-1, Single-Family Residential Suburban District, B-1, Buffer Business Suburban District, and B-2, Neighborhood Business Suburban District, to B-2, Neighborhood Business Suburban District** for the property located at **3300 Knollwood Drive and 3401 & 3421 Medical Park Drive.**

After discussion it was decided to recommend approval of the rezoning request to the City Council.

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

April 19, 2024

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 3300 Knollwood Drive, and 3401 & 3421 Medical Park Drive
ZON-UDC-002860-2024
The Knollwood Place Subdivision
Kari Givens, Byrd Surveying, Inc.
District 6
Rezoning from Single-Family Residential Suburban District (R-1), Buffer Business Suburban District (B-1), and Neighborhood Business Suburban District (B-2), to Neighborhood Business Suburban District (B-2).

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

At its meeting on April 18, 2024, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined the following criteria prevail to support rezoning of the property to B-2, Neighborhood Business Suburban District:

A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
B) Mistake. There was a mistake or error in the original zoning map; and
C) Compatibility. The proposed amendment is compatible with:
   (1) The current development trends, if any, in the vicinity of the subject property;
   (2) Surrounding land uses;
   (3) Would adversely impact neighboring properties; or
   (4) Cause a loss in property values.
D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
F) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
G) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of rezoning the property to B-2, Neighborhood Business Suburban District, subject to:

1. Completion of the Subdivision process;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
3. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is $311.60. 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
April 2, 2024
PUBLIC HEARING NOTICE

Re: 3300 Knollwood Drive and 3401 & 3421 Medical Park Drive
ZON-UDC-002860-2024
The Knollwood Place Subdivision
District 6
Rezoning from Single-Family Residential Suburban District (R-1), Buffer Business Suburban District (B-1), and Neighborhood Business Suburban District (B-2), to Neighborhood Business Suburban District (B-2).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, April 18, 2024, 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.

Your presence, or that of your agent, is required at this hearing. Failure to participate in 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:

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

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, by 2:00 p.m. on Wednesday, April 17, 2024, 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
April 2, 2024
PUBLIC HEARING NOTICE

Re: 3300 Knollwood Drive and 3401 & 3421 Medical Park Drive
ZON-UDC-002860-2024
The Knollwood Place Subdivision
District 6
Rezoning from Single-Family Residential Suburban District (R-1), Buffer Business Suburban District (B-1), and Neighborhood Business Suburban District (B-2), to Neighborhood Business Suburban District (B-2).

Dear Property Owner(s):

This letter is to advise property owners within 300' feet, as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, April 18, 2024, 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.

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 rezone your property.

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:

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

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, by 2:00 p.m. on Wednesday, April 17, 2024, 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 Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes.

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

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

March 25, 2024

Kari Givens
Byrd Surveying
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 3300 Knollwood Drive, and 3401 & 3421 Medical Park Drive
ZON-UDC-002860-2024
The Knollwood Place Subdivision
Kari Givens, Byrd Surveying, Inc.
District 6
Rezoning from Single-Family Residential Suburban District (R-1), Buffer Business Suburban District (B-1), and Neighborhood Business Suburban District (B-2), to Neighborhood Business Suburban District (B-2).

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

At its meeting on March 21, 2024, the Planning Commission considered the above referenced application.

Due to issues regarding notifications, the Planning Commission heldover the request to the April 18th meeting.

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

York, Marie

From: Pam Friedlander <pam.friedlander@precision-eng.com>
Sent: Monday, March 18, 2024 6:32 PM
To: York, Marie
Subject: Re: Knollwood/Girby SUB/REZ

You don't often get email from pam.friedlander@precision-eng.com. Learn why this is important

CAUTION: External Email

Mobile zip code 36693 is currently inundated with apartments, liter, high-speed traffic, 5 lane highways separating our neighborhoods, and a severe lack of police-presence. Mobile does not properly regulate the existing apartments. For instance take a look at these pictures of DanDale Apartments off Knollwood on Dandale Dr. They are not fit for habitation, they are an eye-sore to the neighborhood, and to the city of Mobile. Please find another zip code for multi-family housing projects.
See below for a list of apartments within a two mile radius of this proposed site:
Hunter's Point
Turtle Creek
Sandpiper
Greystone Place
61 Ninety West
The Crossings
Woodside
Mill Run
Knollwood



Pam Friedlander

On Mar 13, 2024, at 10:36 AM, PF <friedlander60@att.net> wrote:

Sent from Pam's iPhone

Begin forwarded message:

From: "York, Marie" <marie.cross@cityofmobile.org>
Date: March 12, 2024 at 2:18:06 PM CDT
To: friedlander60@att.net
Subject: Knollwood/Girby SUB/REZ

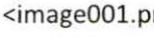
Ms. Friedlander –

Per our conversation, you can find the application documents for the proposed Subdivision here, and the application documents for the proposed Rezoning here.

As discussed, you can reply to this email with comments that you would like to Planning Commission members to consider at their March 21st meeting.

Let me know if I can be of further assistance.

Marie York
Principal Planner
Build Mobile
marie.york@cityofmobile.org
(251) 208-5895





Online Comments received for PC – March 21, 2024

Agenda #06 SUB-002855-2024

Albert Corte, III
tcorte@bellsouth.net
205 Fairhope Ave Fairhope AL 36532
2024-03-15 22:34:36
I am the applicant. We would like to request that we receive waivers for the 25 ft radius on the corner lot; leave the existing 15 ft radius. We would like a waiver on the lot width-to-depth ratio. We can make the other revisions and add notes as stated. Thank you.

Agenda #13 SUB-002858-2024 & ZON-UDC-002860-2024

Chris Touchton
ctouchton@bellsouth.net
3484 Rue Royal Mobile Al 36693
2024-03-19 17:58:43
We live directly behind Lot 1 of the above request for rezoning. We are concerned about the traffic on Girby and Knollwood. What are the plans for lot 1 that is requesting rezoning? We are not in favor of changing lot 1 from R1 to B2.

PLANNING AND ZONING
21 MAR 2024 AM9:20

Neighborhood Meeting Cover Sheet

(Please complete this cover sheet to submit with all required meeting documentation)

Date of Submittal: 3/21/2024

The following documentation has been collected, signed, and submitted with this cover sheet to the City of Mobile Planning and Zoning Department for the proposed application(s) (i.e. Rezoning, Planned Development, Conditional Use Permit):

_____

_____

Neighborhood Meeting Date: 3/20/2024

Neighborhood Meeting Time: 4:00 PM

Neighborhood Meeting Location: Alta Pointe, 5750 Southlands Drive Mobile

The following documents are enclosed (place a checkmark where applicable):

- ✓ Dated photograph(s) of the posted sign(s)
- ✓ The verified address list of surrounding property owners to whom notification was provided
- ✓ A copy of the notice advertising the Neighborhood Meeting
- ✓ A sign-in sheet documenting meeting attendance
- ✓ A written summary or minutes of the meeting
- ✓ Copies of any site plans, building elevations or other documents provided of referenced at the meeting
- ___ Additional documents (Describe: _____ _____)

Applicant's Name: Gerald D Byrd
(First Name & Last Name)

Applicant's signature attesting to the accuracy of the documentation provided:

X Gerald D Byrd Date: 3/21/2024

All required meeting documentation must be submitted to the Planning and Zoning Department not less than 15 days before the applicable Planning Commission meeting date. Failure to do so will require the associated application(s) to be heldover to a later meeting date.

PLANNING AND ZONING
21 MAR 2024 AM9:20

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

This section applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Please verify the following documentation is provided:

- ■ Dated Photograph(s) of the posted sign(s)
- ■ The verified address list of surrounding property owners who were notified
- ■ A sign-in sheet documenting meeting attendance
- ■ Written summary or minutes of the meeting
- ■ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
   MARCH 20, 2024, AT ALTA POINTE HEALTH, 5750 SOUTHLAND DRIVE, MOBILE.

2. What information was presented at the meeting?
   GENERAL DEVELOPMENT PLANS AND USES.

3. What concerns were raised during the meeting?
   THREE ATTENDEES WANTED TO KNOW IF THE REZONING WOULD AFFECT THEIR PROPERTY.

4. Were any modifications made or considered in response to the concerns raised at the meeting?
   NONE NECESSARY.

Byrd Surveying

2609 Halls Mill Road • Mobile, Alabama 36606
251-476-5010

Dear Neighbor:

The owner of the Knollwood Hospital property is proposing to rezone to allow for the construction of elderly housing. This is the same project discussed at the February 15, 2024, neighborhood meeting. The scope of the project has not changed; the purpose of this second meeting is to include a couple of neighbors mistakenly overlooked in the first mailout.

Date: March 20, 2024
Time: 4:00 p.m.
Place: Alta Pointe Health
5750 Southland Drive
Building A
Admin A Board Room
Mobile, Alabama 36693

If you cannot attend the meeting and wish to have more information, please call or email below.

Gerald D..Byrd
Byrd Surveying
251-476-5010
jerry@byrdsurveying.biz

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606

G K Land Holdings, LLC
1 Southernway
Mobile, AL 36619

Knollwood Development, Inc.
c/o USA Foundation
P. O. Box 3148
Mobile, AL 36652

USA Real Estate Services
775 N. University Blvd., Suite 150
Mobile, AL 36688

Infirmary Health System
P. O. Box 2226
Mobile, AL 36652

Melissa Ann Ezell
7400 Wilton Court
Mobile, AL 36695

Guy L.Rutledge III
4 Moulton Place
Mobile, AL 36608

Caroline Rutledge Etherton
104 Frazier Court
Mobile, AL 36607

Penny Lane LLC
370 Mountain View Lane
Springville, AL 35146

5601 Girby Road Holdings, LLC
1900 19th Place SE
Washington, DC 20020

Stephen Kahalley
4101 Lake Circle N.
Mobile, AL 36693

Julia & J. Erskine Ashbee
307 S. Georgia Avenue
Mobile, AL 36604

Burt F. Taylor
6013 Sussex Drive
Mobile, AL 36608

Edward C. Harris Jr. Family Trust
c/o Nancy G. Harris
901 Somerby Drive, Apt. 317
Mobile, AL 36695



March 13, 2024



March 13, 2024

Neighborhood Meeting

Date: MARCH 20, 2024

Time: 4:00 PM

Location of Neighborhood Meeting: ALTA POINTE
5750 SOUTHLAND DRIVE

Project Location: 3401 MEDICAL PARK DRIVE

Project/Application (e.g. Rezoning from R-1 to B-1): _____
REZONING: B2, B1 & R1 TO B2

Applicant's Signature Attesting to the Accuracy of This Sheet:

X _____ Date: 3/20/2024

Please Sign In:

Name: J.E. Ashbee Email: erkashbee@gmail.com
Address: 307 S. Georgia Ave 36604 Phone: _____

Name: Helen Ashbee Miller Email: Helen.Ashbee@gmail.com
Address: 4023 Audubon Dr E 36619 Phone: _____

Name: WINSTON HARBIN Email: WINHARBIN@GMAIL.COM
Address: 3504 PEPPER RIDGE Phone: 251-209-2188
MOB, AL 36693

Name: Stephen A. Kahalley, MD Email: Skahalle@gmail.com
Address: 4101 Lake Cir N Phone: 251.455.6110
Mobile, AL 36693

MINUTES OF MARCH 20, 2024, NEIGHBORHOOD MEETING

FOR: REZONE LOT 2, THE KNOLLWOOD PLACE

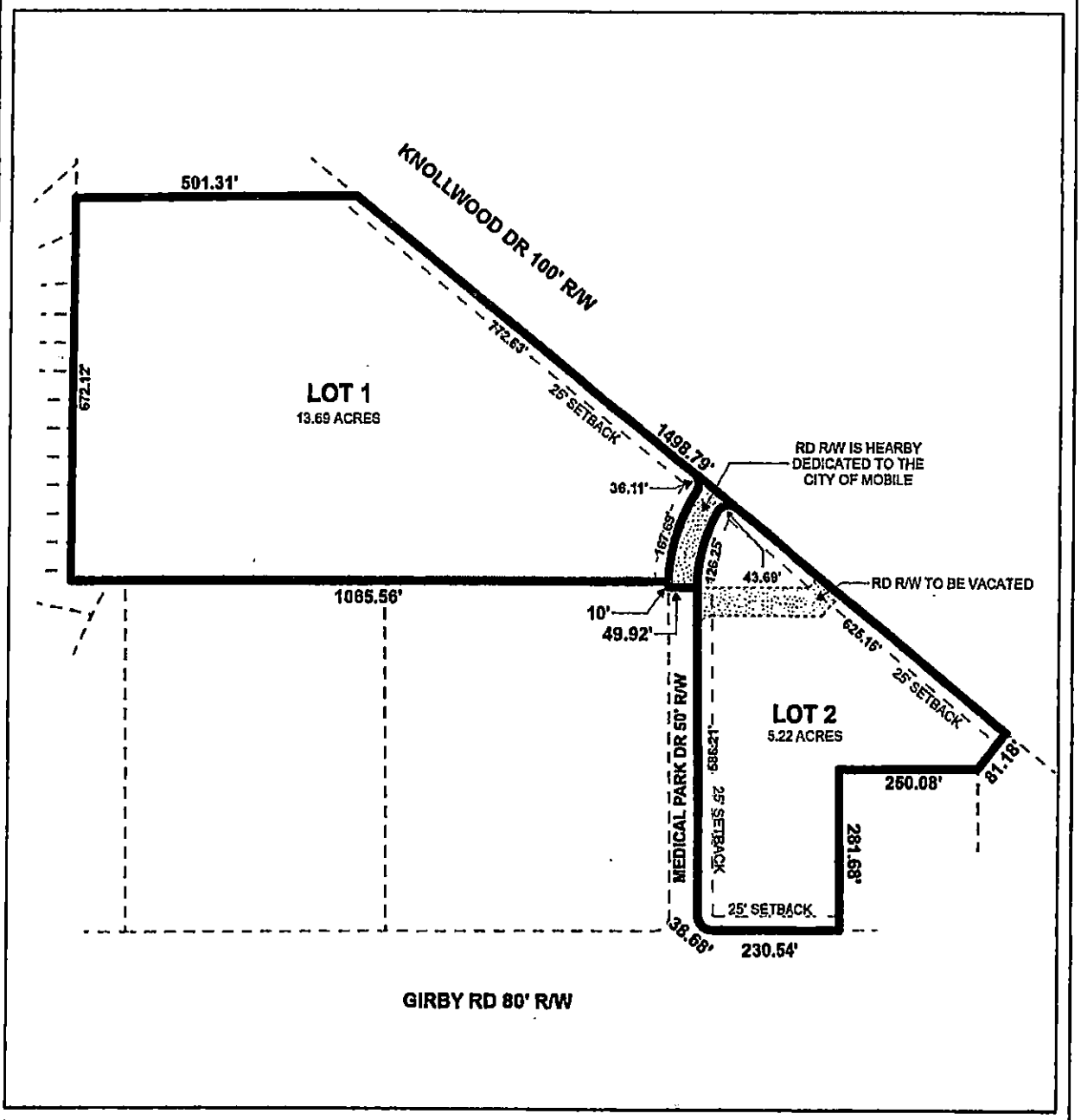
THE MEETING BEGAN AT 4:05 P.M. WITH FOUR NEIGHBORS IN ATTENDANCE. THE PRESENTATION AND DISCUSSION INCLUDED THE FOLLOWING:

1. I EXPLAINED THEY WOULD RECEIVE A NOTICE OF THE SUBDIVISION OF THE PROPERTY AS WELL AS A NOTICE OF THE REZONING OF LOT 2. ONE OF THE EXHIBITS WAS THE SUBDIVISION PLAT.
2. I EXPLAINED THE PROPOSED DEVELOPMENT BEING A 56 UNIT, THREE STORY APARTMENT BUILDING FOR INDEPENDENT SENIOR CITIZENS (MINIMUM AGE OF 62). EACH UNIT WILL BE EQUIPPED WITH KITCHEN APPLIANCES AND WASHER/DRYER.
3. THREE OF THE FOUR ATTENDEES ARE OWNERS IN THE PROPERTY LOCATED AT 3403 GIRBY ROAD, WHICH IS ADJACENT TO THE PROPERTY BEING REZONED. THEY DID NOT HAVE OBJECTIONS TO THE REZONING BUT WERE INTERESTED IF IT WOULD AFFECT THE STATUS OF THEIR PROPERTY. I EXPLAINED THIS APPLICATION WOULD NOT AFFECT THEM IN ANY WAY AND THEY WERE ONLY NOTIFIED BECAUSE THEY WERE AN ADJACENT OWNER.

BEING NO FURTHER DISCUSSION, THE MEETING WAS ADJOURNED AT 4:35 P.M.

GERALD D. BYRD
BYRD SURVEING
2609 HALLS MILL ROAD
MOBILE, AL 36606
251-476-5010

SITE PLAN



APPLICATION NUMBER 13 DATE March 21, 2024

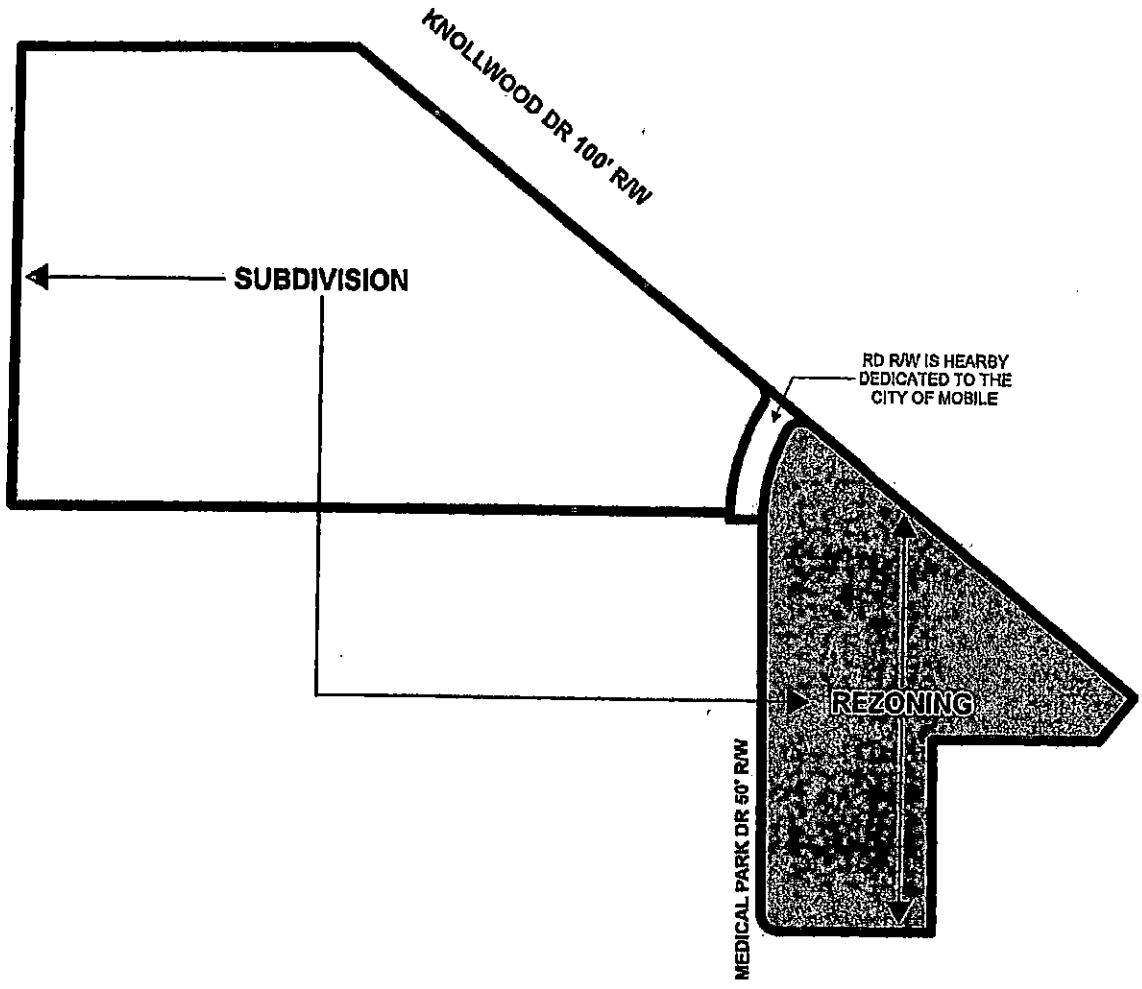
APPLICANT The Knollwood Place Subdivision

REQUEST Subdivision, Rezoning from B-1, B-1, and B-2 to B-2

N

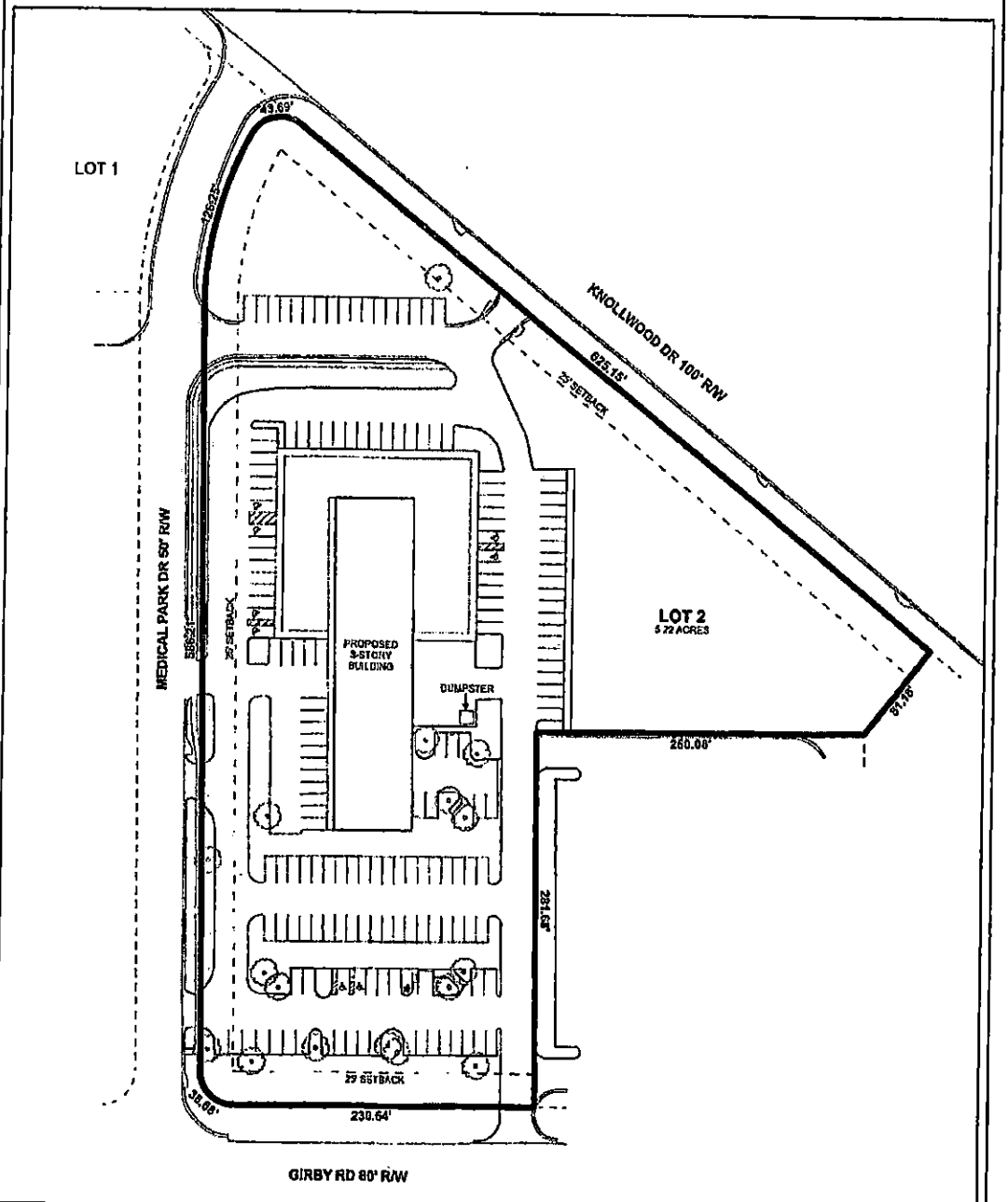
NTS

DETAIL SITE PLAN



APPLICATION NUMBER 13 DATE March 21, 2024	N
APPLICANT The Knollwood Place Subdivision	
REQUEST Subdivision, Rezoning from B-1, B-1, and B-2 to B-2	NTS

SITE PLAN



The site plan illustrates the proposed building and parking areas.

APPLICATION NUMBER	13	DATE	March 21, 2024
APPLICANT	The Knollwood Place Subdivision		
REQUEST	Subdivision, Rezoning from B-1, B-1, and B-2 to B-2		

N

NTS

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606

G K Land Holdings, LLC
1 Southernway
Mobile, AL 36619

Knollwood Development, Inc.
c/o USA Foundation
P. O. Box 3148
Mobile, AL 36652

USA Real Estate Services
775 N. University Blvd., Suite 150
Mobile, AL 36688

Infirmary Health System
P. O. Box 2226
Mobile, AL 36652

Melissa Ann Ezell
7400 Wilton Court
Mobile, AL 36695

Guy L.Rutledge III
4 Moulton Place
Mobile, AL 36608

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104 Frazier Court
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Mobile, AL 36604

Burt F. Taylor
6013 Sussex Drive
Mobile, AL 36608

Edward C. Harris Jr. Family Trust
c/o Nancy G. Harris
901 Somerby Drive, Apt. 317
Mobile, AL 36695

REVISED

MOBILE CITY PLANNING COMMISSION
February 27, 2024
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: 3300 Knollwood Drive and 3401 & 3421 Medical Park Drive
ZON-UDC-002860-2024
The Knollwood Place Subdivision
District 6
Rezoning from Single-Family Residential Suburban District (R-1), Buffer Business Suburban District (B-1), and Neighborhood Business Suburban District (B-2), to Neighborhood Business Suburban District (B-2).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, March 21, 2024, 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.

Your presence, or that of your agent, is required at this hearing. Failure to participate in 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:

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

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, by 2:00 p.m. on Wednesday, March 20, 2024, 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
February 27, 2024
PUBLIC HEARING NOTICE

Re: 3300 Knollwood Drive and 3401 & 3421 Medical Park Drive
ZON-UDC-002860-2024
The Knollwood Place Subdivision
District 6
Rezoning from Single-Family Residential Suburban District (R-1), Buffer Business Suburban District (B-1), and Neighborhood Business Suburban District (B-2), to Neighborhood Business Suburban District (B-2).

Dear Property Owner(s):

This letter is to advise property owners within 300' feet, as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, March 21, 2024, 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.

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:

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

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, by 2:00 p.m. on Wednesday, March 20, 2024, 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 Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes.

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

City of Mobile · Planning & Zoning

Planning Commission Application

For hard copy submissions, 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) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit $500
Conditional Use Permit for Above-Ground Oil Storage Tank* $1,500
Conditional Use Permit for Hazardous Substance Storage Tank* $1,500
Rezoning, Text Amendment, or Specific Area Plan $500
Planned Development $500
Planning Approval or Planned Unit Development $500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ **Conditional Use Permits** Checklist A

■ **Rezoning, Text Amendment, or Specific Area Plan Amendments** Checklist B

☐ **Planned Development** Checklist C

☐ **Previously approved Planning Approvals or Planned Unit Development** Checklist D

Have you provided the required information on the corresponding checklist? ☐ Yes ☐ No

---

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	KARI GIVENS	
Firm:	BYRD SURVEYING	
Phone:	251-476-5010	
Email:	byrd@byrdsurveying.biz	
Address:	2609 HALLS MILL ROAD	

	Owner	Design Professional
Name:	GK LAND HOLDINGS, LLC	
Firm:		
Phone:	251-454-8742	
Email:		
Address:	1 SOUTHERNWAY, MOBILE, AL 36619	

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

3401 & 3421 MEDICAL PARK DRIVE
Property Address

5.22 ACRES
Property Area (acres or square feet)

kEY #01096101, 01704944, 01096110, PART OF 01470544
Parcel Number(s) or Key Number(s)

B-1, B-1, R-1
Present Zoning or Transect District

B-2
Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ■ Yes ☐ No

4. 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).

5. 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.

Clarence N. Ball III
Owner Signature

2-15-24
Date

Kari P. Given
Applicant or Agent Signature (if applicable)

2/19/24
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 Planning Commission/City Council 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.

Kari P. Given
Applicant or Agent Signature

2/19/24
Date

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

The following information is required for Rezoning Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ■ Planning Commission Application
- ■ Neighborhood Meeting documentation
- ■ Boundary Plan
- ☐ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer

---

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   SIXTY-FIVE PERCENT OF THIS SITE WAS DEVELOPED AND SHOULD COORDINATE WITH THE COMPREHENSIVE PLAN, MAP OF MOBILE.

   TRADITIONAL CENTER — Future Land Use Map (FLUM) Designation

   B-2 — Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ■ No
   If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.
   THIS PROPOSAL IS TO PROVIDE HOUSING FOR THE INDEPENDENT ELDERLY PROPULATION.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
   THERE IS A PENDING STREET VACATION AND PROPOSED STREET DEDICATION (SEE COMPANION APPLICATION "THE KNOLLWOOD PLACE") WHICH CREATES THREE ZONING CLASSIFICATIONS ON THIS SITE. THE EXISTING BUSINESSES HAVE RELOCATED AND THE BUILDINGS HAVE BEEN REMOVED FOR FUTURE DEVELOPMENT.

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.
   THIS PROPERTY WAS DEVELOPED AS MEDICAL OFFICES THAT WOULD SUPPORT A HOSPITAL LOCATED ON ADJACENT PROPERTY. ALL OF THE BUILDINGS HAVE BEEN REMOVED.

2. Describe the surrounding land uses.
   THEY ARE ZONED R-1, B-1, AND B-2.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   THERE SHOULD BE NO ADVERSE AFFECTS ON THE NEIGHBORHOOD PROPERTIES.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   THERE IS ADEQUATE INFRASTRUCTURE.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   THIS PROPOSAL IS TO PROVIDE HOUSING FOR THE INDEPENDENT ELDERLY POPULATION.

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

NO CHANGES PROPOSED.

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

This section applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Please verify the following documentation is provided:

- ■ Dated Photograph(s) of the posted sign(s)
- ■ The verified address list of surrounding property owners who were notified
- ■ A sign-in sheet documenting meeting attendance
- ■ Written summary or minutes of the meeting
- ☐ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
   FEBRUARY 15, 2024 AT ALTA POINTE HEALTH, 5750 SOUTHLAND DRIVE, MOBILE

2. What information was presented at the meeting?
   GENERAL DEVELOPMENT PLANS AND USES.

3. What concerns were raised during the meeting?
   WHY REZONING IS NECESSARY, DEDICATION OF MEDICAL PARK DRIVE, GENERAL QUESTIONS CONCERNING NUMBER OF UNITS AND MINIMUM AGE OF RESIDENTS, AND THE TWO LOT SUBDIVISION "THE KNOLLWOOD PLACE".

4. Were any modifications made or considered in response to the concerns raised at the meeting?
   NONE NECESSARY

CONTACT INFORMATION and SIGNATURES – for online applications
Mobile City Planning Commission and Board of Zoning Adjustment

APPLICANT(S)

The undersigned submits the associated application for consideration by the Mobile City Planning Commission or the Board of Zoning Adjustments.

Kari P. Given Date: 1/31/24

Signature of owner or authorized agent of owner is required to file (if applicant is not the owner).

Type name:	KARI P. GIVENS
Business Name:	BYRD SURVEYING
Address:	2609 HALLS MILL ROAD
City, State, Zip Code:	MOBILE, ALABAMA 36606
Telephone:	251-476-5010 Email:

PROPERTY OWNER(S)

Signature of property owner, or letter (separately attached electronically) from (each) property owner authorizing applicant to submit application.

Signature: Clarence N. Ball III Date: 2-15-24

Type name:	GK LAND HOLDINGS, LLC
Business Name:	
Address:	1 SOUTHERNWAY
City, State, Zip Code:	MOBILE, AL 36619
Telephone:	251-454-8742 Email:

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

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission or Board of Zoning Adjustment application, 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.

Signature: Clarence N. Ball III Date: 2-15-24

Type name: CLARENCE N BALL JR

ITS: MANAGER

Use additional pages / copies of this form as needed.

P & Z - December 2017

CONTACT INFORMATION and SIGNATURES – for online applications
Mobile City Planning Commission and Board of Zoning Adjustment

APPLICANT(S)

The undersigned submits the associated application for consideration by the Mobile City Planning Commission or the Board of Zoning Adjustments.

Kari P. Given Date: 1/31/24

Signature of owner or authorized agent of owner is required to file (if applicant is not the owner).

Type name:	KARI P. GIVENS
Business Name:	BYRD SURVEYING
Address:	2609 HALLS MILL ROAD
City, State, Zip Code:	MOBILE, ALABAMA 36606
Telephone:	251-476-5010 Email:

PROPERTY OWNER(S)

Signature of property owner, or letter (separately attached electronically) from (each) property owner authorizing applicant to submit application.

Signature: Clarence N. Ball III, Manager Date: 2-15-24

Type name:	GK LAND HOLDINGS, LLC
Business Name:	
Address:	1 SOUTHERNWAY
City, State, Zip Code:	MOBILE, AL 36619
Telephone:	251-454-8742 Email:

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

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Signature: Clarence N. Ball III Date: 2-15-24

Type name: CLARENCE N BALL JR
ITS: MANAGER

Use additional pages / copies of this form as needed.

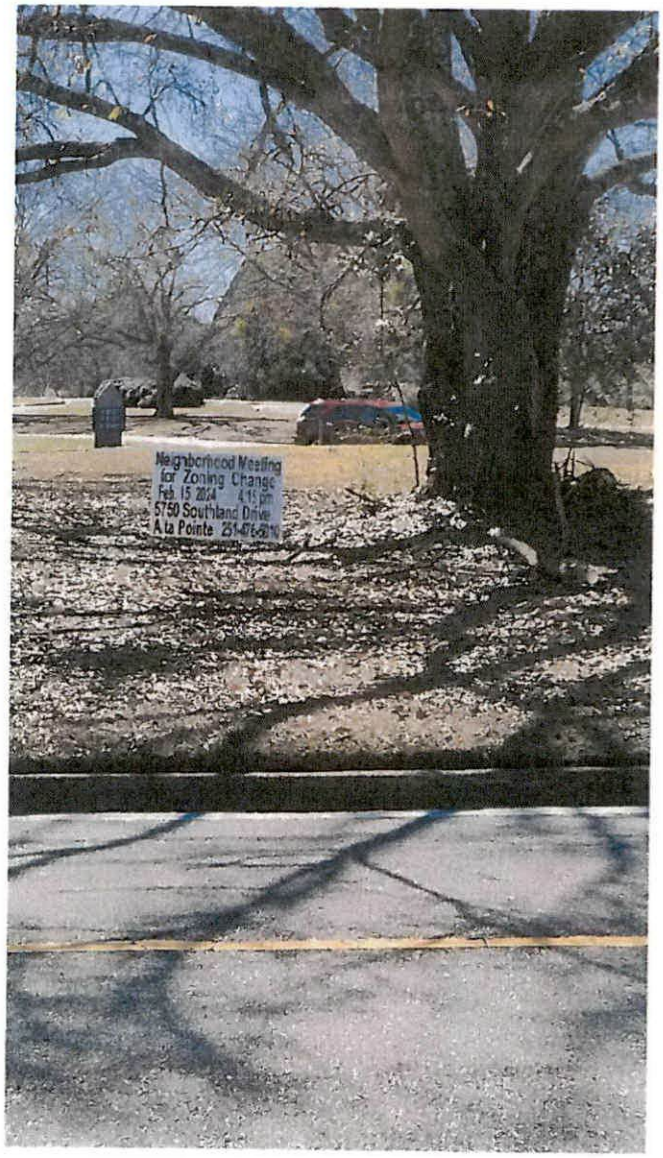
P & Z - December 2017

DESCRIPTION AND JUSTIFICATION FOR REZONING APPLICATION FOR
LOT 2 OF PROPOSED "THE KNOLLWOOD PLACE"

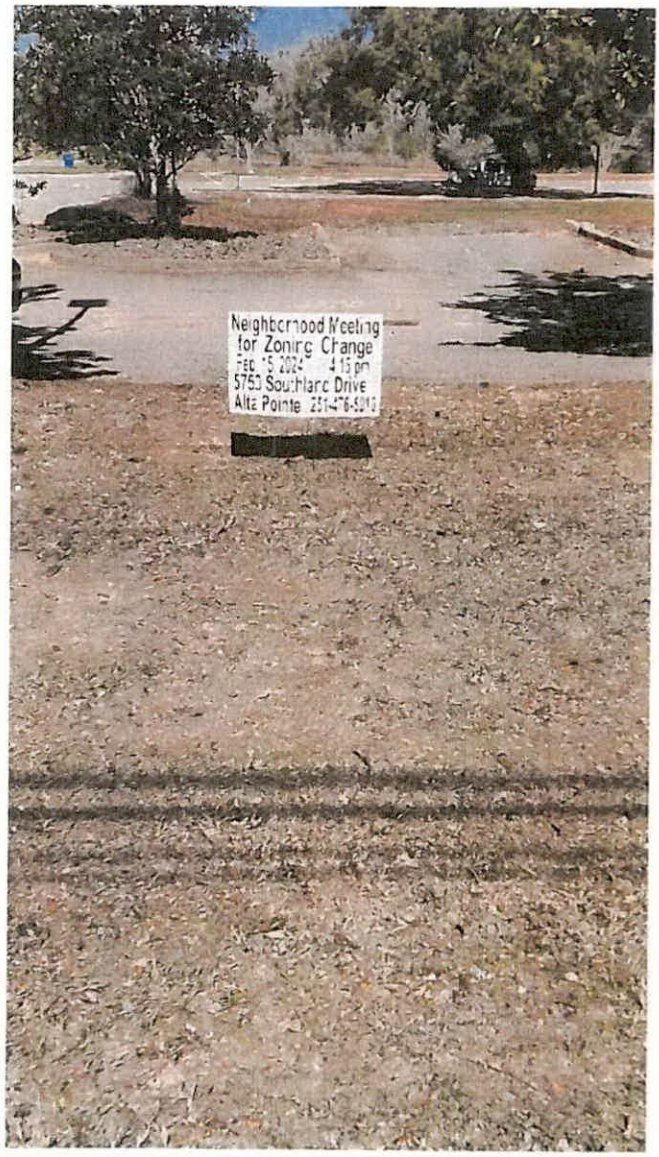
WE HAVE SUBMITTED A COMPANION APPLICATION FOR A SUBDIVISION THAT CREATES A 5.22 ACRE LOT WITH THREE ZONING CLASSIFICATIONS. PART OF THE PROPERTY WAS PREVIOUSLY DEVELOPED WITH TWO MEDICAL OFFICE BUILDINGS THAT HAVE BEEN REMOVED. THE OWNER IS PLANNING TO CONSTRUCT A THREE-STORY BUILDING WITH 56 APARTMENTS FOR INDEPENDENT ELDERLY HOUSING. THE 56 APARTMENTS WILL BE A MIXTURE OF ONE BEDROOM AND TWO BEDROOM HOUSING UNITS AND THE MINIMUM AGE OF A RESIDENT WILL BE 62 YEARS OLD.

THERE ARE TWO CONDITIONS NECESSITATING THE REZONING WHICH ARE CHANGING CONDITIONS IN THE AREA AND SUBDIVISION OF LAND. THE HOSPITAL THAT WAS LOCATED ADJACENT TO THIS SITE CLOSED AND THE PHYSICIANS AND MEDICAL TECHNICIANS THAT OCCUPIED THE MEDICAL OFFICES MOVED TO BE NEAR OTHER HOSPITALS. AS MENTIONED BEFORE, A SUBDIVISION WILL CREATE A LOT WITH THREE CLASSIFICATIONS WHEN ONLY ONE CLASSIFICATION IS ALLOWED.

THE PROPERTY ADJOINING OUR EAST LINE IS ZONED B-2 AND ACROSS GIRBY ROAD IS ZONED B-2. THE PROPERTY TO THE WEST, ACROSS MEDICAL PARK DRIVE, IS ZONED B-1 AND ACROSS KNOLLWOOD DRIVE THE PROPERTY IS ZONED B-1. THE DEVELOPMENT OF ELDERLY HOUSING SHOULD NOT HAVE AN ADVERSE AFFECT ON THE SURROUNDING PROPERTIES.



KNOLLWOOD DRIVE


Neighborhood Meeting
for Zoning Change
5753 Southlake Drive

GIRBY ROAD

Byrd Surveying
2609 Halls Mill Road ◦ Mobile, Alabama 36606
251-476-5010

Dear Neighbor:

The owner of the Knollwood Hospital property is proposing to rezone to allow for the construction of elderly housing. You are invited to a meeting for further information.

Date: February 15, 2024
Time: 4:15 p.m.
Place: Alta Pointe Health
5750 Southland Drive
Building A
Admin A Board Room
Mobile, Alabama 36693

If you cannot attend the meeting and wish to have more information, please call or email below.

Gerald D. Byrd
Byrd Surveying
251-476-5010
jerry@byrdsurveying.biz

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606

G K Land Holdings, LLC
1 Southernway
Mobile, AL 36619

Knollwood Development, Inc.
c/o USA Foundation
P. O. Box 3148
Mobile, AL 36652

USA Real Estate Services
775 N. University Blvd., Suite 150
Mobile, AL 36688

Infirmary Health System
P. O. Box 2226
Mobile, AL 36652

Melissa Ann Ezell
7400 Wilton Court
Mobile, AL 36695

Guy L.Rutledge III
4 Moulton Place
Mobile, AL 36608

Caroline Rutledge Etherton
104 Frazier Court
Mobile, AL 36607

Penny Lane LLC
370 Mountain View Lane
Springville, AL 35146

5601 Girby Road Holdings, LLC
1900 19th Place SE
Washington, DC 20020

Neighborhood meeting for The Knollwood Place
Alta Pointe
5750 Southland Drive
Mobile, Ala

February ~~14~~ 15, 2024 4:15 pm

Name	Address	Phone
Phyllis Bullock	3440 Rue Royal Rd	251-604-4186
Bill Bullock	"	"

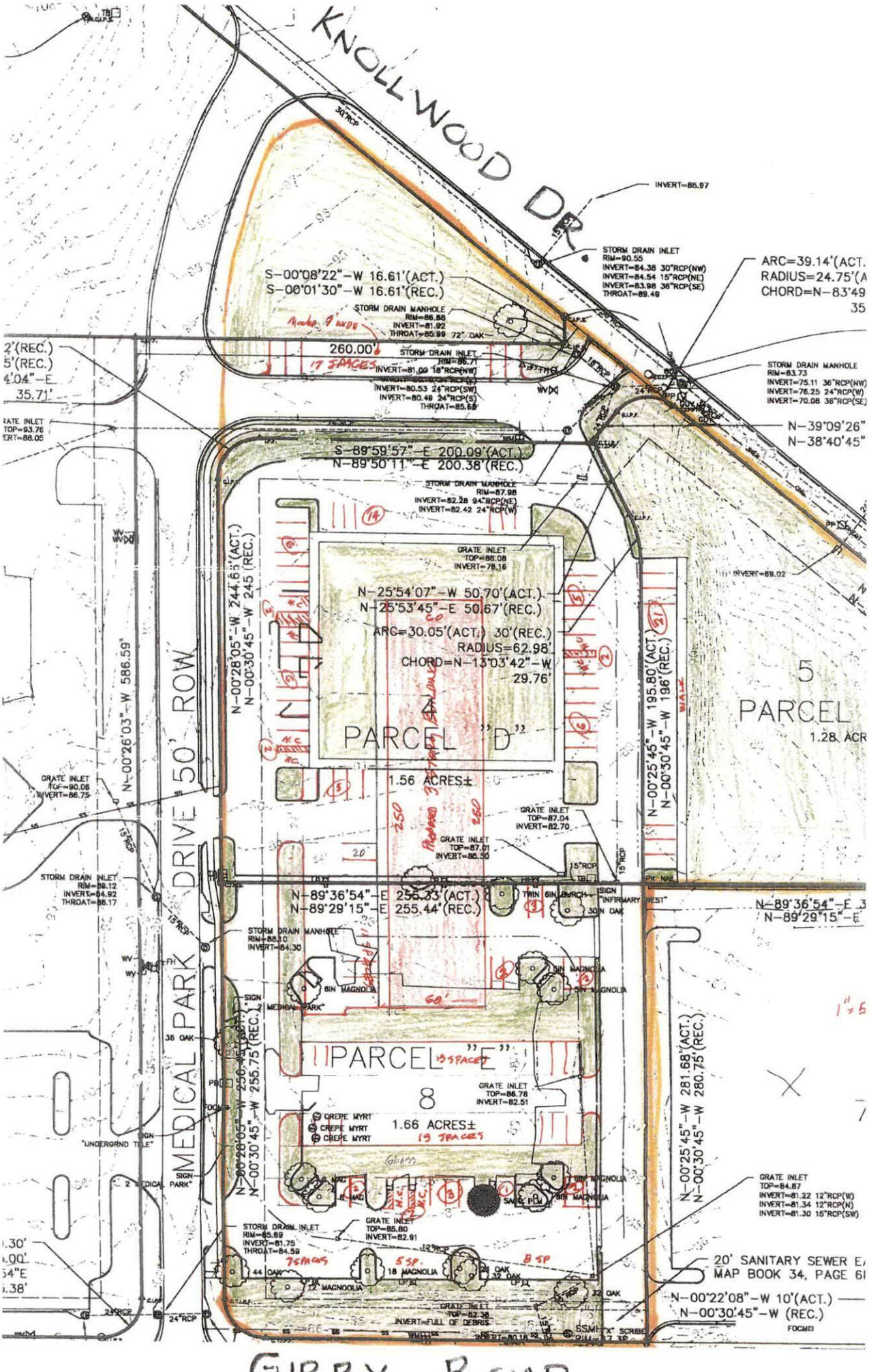
MINUTES OF NEIGHBORHOOD MEETING ON FEBRUARY 15, 2024

AT THE ADVERTISED MEETING TIME OF 4:15 P.M., MR. BILL BULLOCK AND HIS WIFE PHYLLIS BULLOCK WERE THE ONLY PEOPLE IN ATTENDANCE. THEY WERE EXPECTING OTHERS SO WE WAITED 10 MINUTES TO BEGIN, BUT NONE ARRIVED. I PRESENTED THE PROPOSED DEVELOPMENT AND THEN WE DISCUSSED THE FOLLOWING TOPICS:

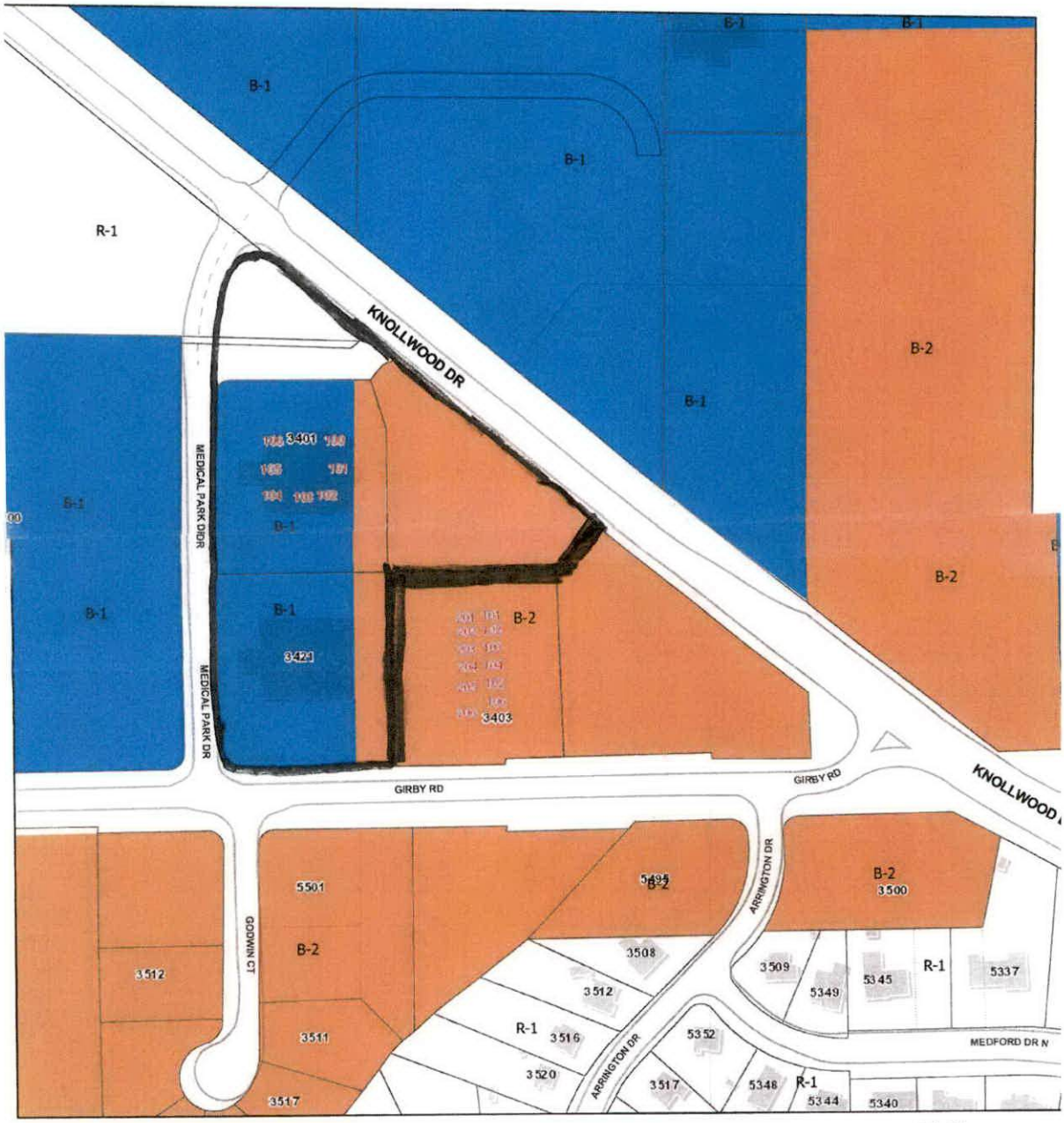
1. WHY IS REZONING NECESSARY
2. DEDICATION OF MEDICAL PARK DRIVE
3. GENERAL QUESTIONS CONCERNING NUMBER OF UNITS, MINIMUM AGE OF RESIDENTS
4. THE TWO LOT SUBDIVISION APPLICATION "THE KNOLLWOOD PLACE"

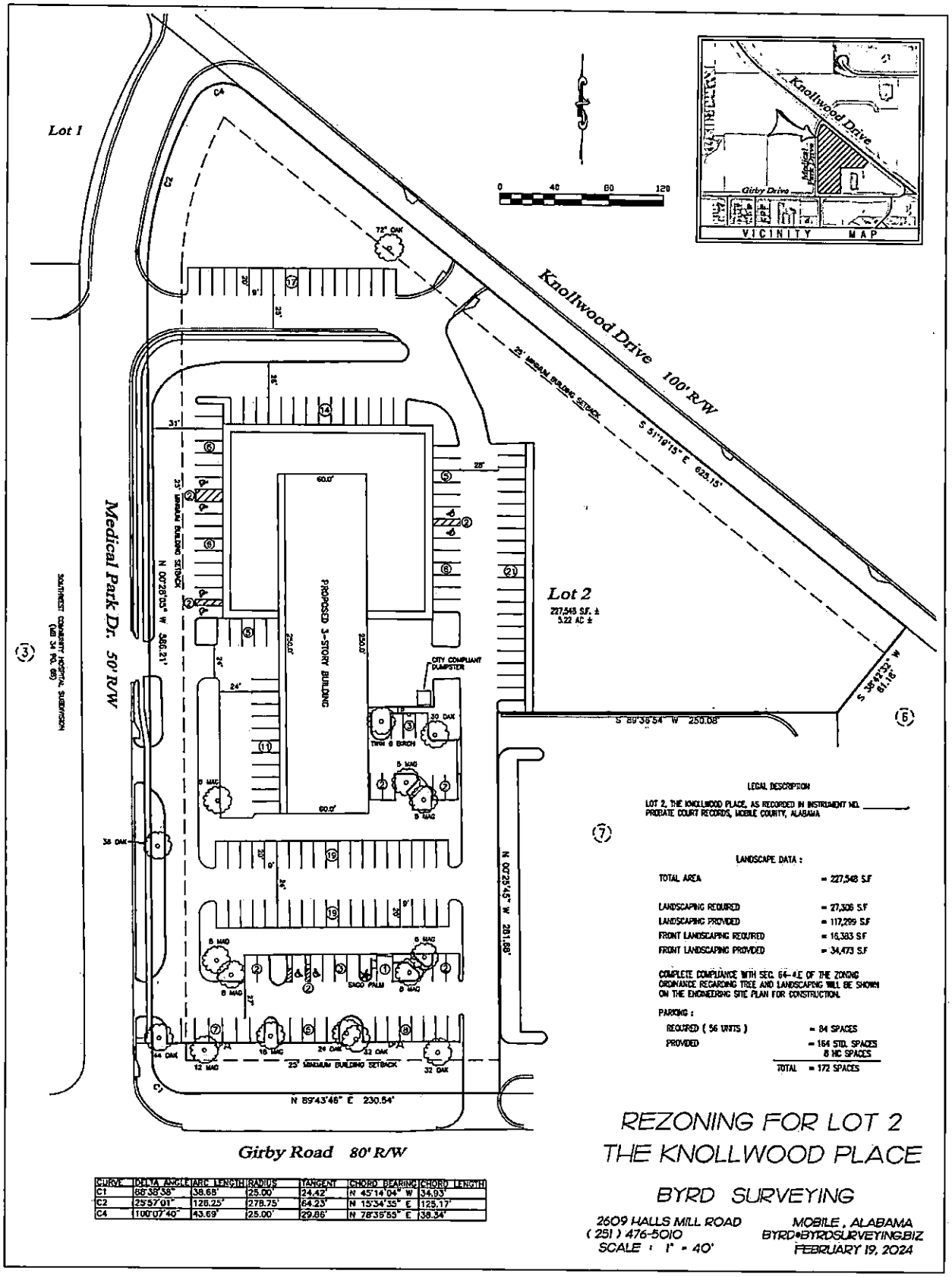
WITH NO OTHER QUESTIONS, I ADJOURNED THE MEETING AT 5:00 P.M.

GERALD D. BYRD
BYRD SURVEYING
2609 HALLS MILL ROAD
MOBILE, AL 36606
251-476-5010


KNOLLWOOD DR
MEDICAL PARK DRIVE 50' ROW
PARCEL "D"
1.56 ACRES±
PARCEL "E"
1.66 ACRES±
PARCEL
1.28 ACR
GIRBY ROAD
S-00°08'22"-W 16.61'(ACT.)
S-00°01'30"-W 16.61'(REC.)
260.00'
17 SPACES
S-89°59'57"-E 200.09'(ACT.)
N-89°50'11"-E 200.38'(REC.)
N-25°54'07"-W 50.70'(ACT.)
N-25°53'45"-E 50.67'(REC.)
ARC=30.05'(ACT.) 30'(REC.)
RADIUS=62.98'
CHORD=N-13°03'42"-W
29.76'
N-00°28'05"-W 244.63'(ACT.)
N-00°30'45"-W 245'(REC.)
N-00°26'03"-W 586.59'
N-00°25'45"-W 195.80'(ACT.)
N-00°30'45"-W 196'(REC.)
N-89°36'54"-E 256.33'(ACT.)
N-89°29'15"-E 255.44'(REC.)
N-00°28'05"-W 256.43'(ACT.)
N-00°30'45"-W 255.75'(REC.)
N-00°25'45"-W 281.68'(ACT.)
N-00°30'45"-W 280.75'(REC.)
N-00°22'08"-W 10'(ACT.)
N-00°30'45"-W (REC.)
20' SANITARY SEWER E/
MAP BOOK 34, PAGE 6
N-39°09'26"
N-38°40'45"
ARC=39.14'(ACT.
RADIUS=24.75'(A
CHORD=N-83°49
35
INVERT=85.97
STORM DRAIN INLET
RIM=90.55
INVERT=84.38 30"RCP(NW)
INVERT=84.54 15"RCP(NE)
INVERT=83.98 36"RCP(SE)
THROAT=89.49
STORM DRAIN MANHOLE
RIM=86.88
INVERT=81.92
THROAT=85.99 72" OAK
STORM DRAIN INLET
RIM=86.71
INVERT=81.09 18"RCP(NW)
INVERT=80.53 24"RCP(SW)
INVERT=80.48 24"RCP(S)
THROAT=85.69
STORM DRAIN MANHOLE
RIM=83.73
INVERT=75.11 36"RCP(NW)
INVERT=76.25 24"RCP(W)
INVERT=70.08 36"RCP(SE)
STORM DRAIN MANHOLE
RIM=87.98
INVERT=82.28 24"RCP(NE)
INVERT=82.42 24"RCP(W)
GRATE INLET
TOP=86.08
INVERT=78.16
INVERT=89.02
GRATE INLET
TOP=87.04
INVERT=82.70
GRATE INLET
TOP=87.01
INVERT=86.30
GRATE INLET
TOP=90.06
INVERT=86.75
STORM DRAIN INLET
RIM=89.12
INVERT=84.92
THROAT=88.17
STORM DRAIN MANHOLE
RIM=88.10
INVERT=84.30
GRATE INLET
TOP=86.78
INVERT=82.51
GRATE INLET
TOP=85.80
INVERT=82.91
STORM DRAIN INLET
RIM=85.69
INVERT=81.75
THROAT=84.59
GRATE INLET
TOP=84.87
INVERT=81.22 12"RCP(W)
INVERT=81.34 12"RCP(N)
INVERT=81.30 15"RCP(SW)
GRATE INLET
TOP=82.38
INVERT=FULL OF DEBRIS
SSMH "X" SCRIBE
RIM=77.36
TWIN 6IN BIRCH
SIGN "INFIRMARY WEST"
30IN OAK
6IN MAGNOLIA
SIGN "MEDICAL PARK"
36 OAK
CREPE MYRT
CREPE MYRT
CREPE MYRT
SIGN "UNDERGRND TILE"
SIGN "MEDICAL PARK"
44 OAK
18 MAGNOLIA
12 MAGNOLIA
32 OAK
75 SPACES
5 SP.
8 SP
60'
24"RCP
18"RCP
15"RCP
12"RCP
WV
WM
SS
FH
PB
FOCM
Proposed 3 Story Building
Proposed 250
Proposed 250

Zoning Web Map





CURVE	DELTA ANGLE	ARC LENGTH	RADIUS	TANGENT	CHORD BEARING	CHORD LENGTH
C1	88°36'58"	38.68'	25.00'	24.42'	N 45°14'04" W	34.93'
C2	25°57'01"	126.25'	278.75'	64.23'	N 15°34'35" E	125.17'
C4	100°07'40"	43.69'	25.00'	29.86'	N 78°35'55" E	38.34'

LEGAL DESCRIPTION

LOT 2, THE KNOLLWOOD PLACE, AS RECORDED IN INSTRUMENT NO. _____, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA

LANDSCAPE DATA :

TOTAL AREA	= 227,548 S.F
LANDSCAPING REQUIRED	= 27,308 S.F
LANDSCAPING PROVIDED	= 117,299 S.F
FRONT LANDSCAPING REQUIRED	= 16,383 S.F
FRONT LANDSCAPING PROVIDED	= 34,473 S.F

COMPLETE COMPLIANCE WITH SEC. 64-4.E OF THE ZONING ORDINANCE REGARDING TREE AND LANDSCAPING WILL BE SHOWN ON THE ENGINEERING SITE PLAN FOR CONSTRUCTION.

PARKING :

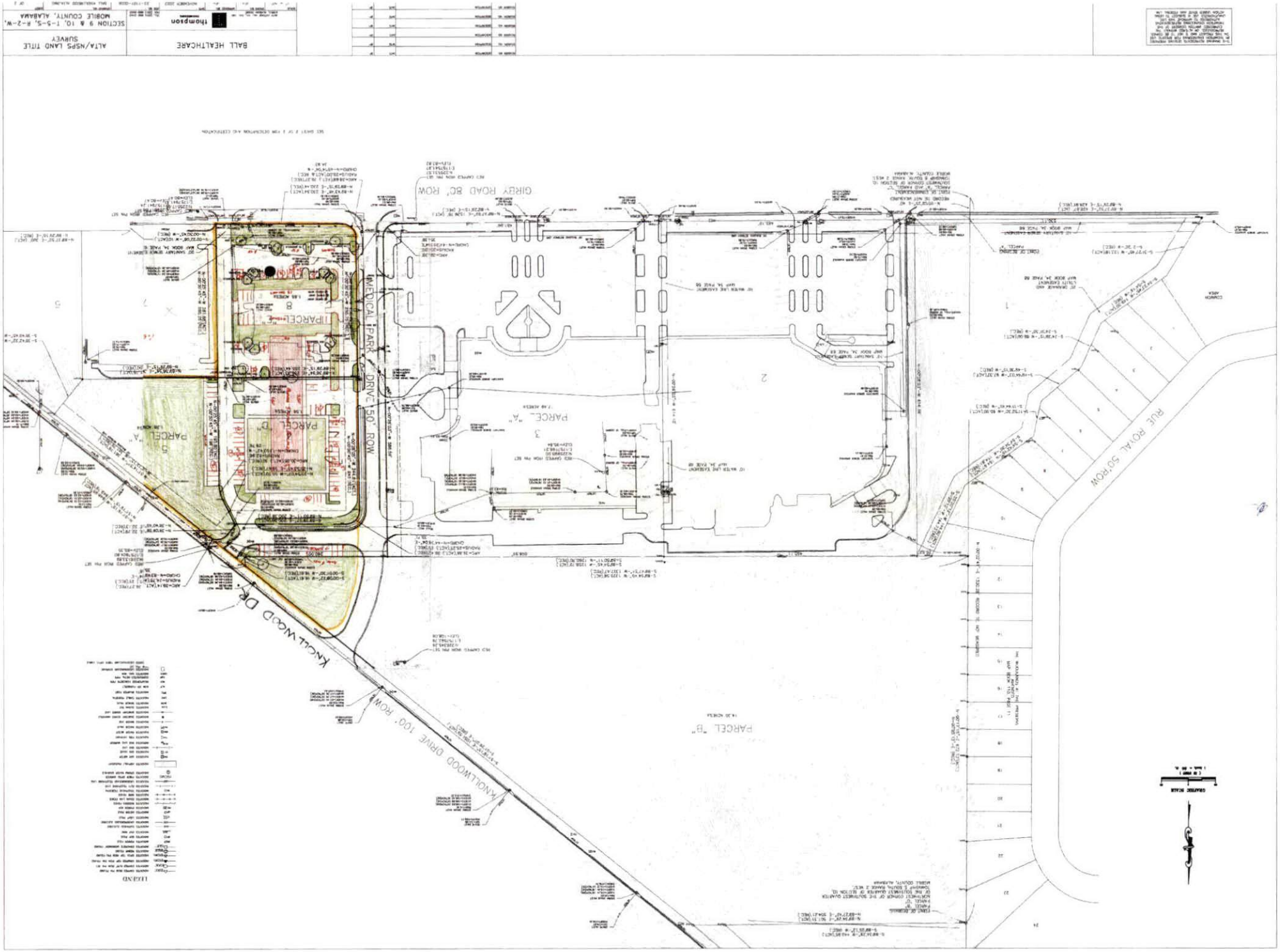
REQUIRED (56 UNITS)	= 84 SPACES
PROVIDED	= 164 STD. SPACES 8 HC SPACES
TOTAL	= 172 SPACES

REZONING FOR LOT 2 THE KNOLLWOOD PLACE

BYRD SURVEYING

2609 HALLS MILL ROAD
(251) 476-5010
SCALE : 1" = 40'

MOBILE, ALABAMA
BYRD@BYRDSURVEYING.BIZ
FEBRUARY 19, 2024


BALL HEALTHCARE
ALTA/NSPS LAND TITLE SURVEY
SECTION 9 & 10, T-5-S, R-2-W, MOBILE COUNTY, ALABAMA
GIRLY ROAD 80' ROW
MEDICAL PARK DRIVE 50' ROW
KNOLLWOOD DR.
KNOLLWOOD DRIVE 100' ROW
RUE ROYAL 50' ROW
PARCEL "A"
PARCEL "B"
PARCEL "C"
PARCEL "D"

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606

G K Land Holdings, LLC
1 Southernway
Mobile, AL 36619

Knollwood Development, Inc.
c/o USA Foundation
P. O. Box 3148
Mobile, AL 36652

USA Real Estate Services
775 N. University Blvd., Suite 150
Mobile, AL 36688

Infirmary Health System
P. O. Box 2226
Mobile, AL 36652

Melissa Ann Ezell
7400 Wilton Court
Mobile, AL 36695

Guy L.Rutledge III
4 Moulton Place
Mobile, AL 36608

Caroline Rutledge Etherton
104 Frazier Court
Mobile, AL 36607

Penny Lane LLC
370 Mountain View Lane
Springville, AL 35146

5601 Girby Road Holdings, LLC
1900 19th Place SE
Washington, DC 20020

Agenda Item # 4 - HOLDOVER

SUB-002858-2024 & ZON-UDC-002860-2024

View additional details on this proposal and all application materials using the following link:

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
3300 Knollwood Drive, and 3401 & 3421 Medical Park Drive

Subdivision Name:
The Knollwood Place Subdivision

Applicant / Agent:
Kari Givens, Byrd Surveying, Inc.

Property Owner:
GK Land Holdings, LLC

Current Zoning:
R-1, Single-Family Residential Suburban District; B-1, Buffer Business Suburban District; and B-2, Neighborhood Business Suburban District

Proposed Zoning:
B-2, Neighborhood Business Suburban District

Future Land Use:
Traditional Center

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:

- Subdivision approval to create two (2) legal lots of record;
- Rezoning from R-1, B-1, and B-2 to B-2 (proposed Lot 2 only)
  - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Subdivision approval with ten (10) conditions.
2. Rezoning with three (3) conditions.

Report Contents: **Page**

Context Map 2
Holdover Comments 3
Holdover Considerations 5
Staff Comments 7
Exhibits 8

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by medical facilities, residential units and vacant land.

APPLICATION NUMBER 4 DATE April 18, 2024

APPLICANT The Knollwood Place Subdivision

REQUEST Subdivision, Rezoning from B-1, B-1, and B-2 to B-2

N

NTS

HOLDOVER COMMENTS – APRIL 18th

The application was heldover by the Planning Commission at its March 21st meeting, as it was determined there were issues regarding the required notifications. As such, the applicant was required to have an additional neighborhood meeting in addition to the holdover. The applicant has submitted documentation regarding an additional neighborhood meeting held on March 20th, where compliant notice was provided.

Site History

While the majority of the subject site has not been before the Planning Commission or Board of Zoning Adjustment previously, most of the currently proposed Lot 2 was part of the Southwest Community Hospital Subdivision, which was approved by the Planning Commission at its April 1, 1981 meeting and later recorded in Probate Court.

Engineering Comments:

SUBDIVISION

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

NOTE: The proposed public ROW will need to be constructed, inspected by the City, and accepted for public maintenance by the City Council prior to receiving FINAL PLAT 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 written description for the PROPOSED subdivision boundary.
C. Show the recording information for the vacated ROW.
D. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 21 - #85) LOTS 1 and 2 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 AND LOT 2 – 62,000 sf.
E. 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.
F. 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.
G. 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.
H. 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.
I. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
J. 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. 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:

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, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

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 (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinkled commercial buildings, within 600' of sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

Subdivision

The applicant proposes to create two (2) new lots of record from three (3) existing lots of and a single metes-and-bounds parcel. The subject site is served by public water and sanitary services.

Both proposed lots would exceed the minimum area requirements of the Subdivision Regulations and the Unified Development Code for the respective zoning districts. If approved, the lot size labels in both square feet and acres should be retained on the Final Plat, or a table should be furnished on the Final Plat providing the same information.

The site has frontage on Knollwood Drive, Girby Road, Medical Park Drive (a portion of which is a private street), and an unopened right-of-way. Knollwood Drive and Girby Road are both major collectors on the Major Street Plan, and as such, should have a minimum right-of-way width of 100-feet. Knollwood Drive has an existing compliant right-of-way, making no dedications necessary. Girby Road is shown as having an existing 80-foot wide right-of-way, which matches what the Planning Commission approved as part of the Southwest Community Hospital Subdivision in 1981 for the applicable "collector street" standard of the time, therefore; it may be appropriate to waive Section 6.B.9. of the Subdivision Regulations. The preliminary plat depicts the existing private street segment of Medical Park Drive as being dedicated to the City of Mobile through this Subdivision application. The plat also states that a portion of the existing right-of-way of Medical Park Drive will be vacated. If approved, the right-of-way dedication process should be complete prior to Planning & Zoning staff signing the Final Plat.

As on the preliminary plat the 25-foot minimum building setback line along all streets should be retained on the Final Plat, if approved.

As proposed, Lot 2 would incorporate Lots 4 and 8 of the Southwest Community Hospital Subdivision (zoned B-1), with Lot 5 of the Southwest Community Hospital Subdivision (zoned B-2), and a portion of a metes-and-bounds parcel to the North (zoned R-1); therefore, the proposed rezoning for proposed Lot 2 should be completed to eliminate split zoning before the Final Plat is signed.

It should also be noted that a sidewalk will be required along all public street frontages, or a Sidewalk Waiver obtained.

Rezoning

With the proposed subdivision, a split-zoned situation would occur for proposed Lot 2. In order to eliminate split zoning, the applicant proposes to rezone the proposed Lot 2 from R-1, B-1, and B-2 to B-2. The proposed B-2 classification would allow for the proposed use as elderly housing; however, the use is also allowed by-right in an R-3 or B-1 district. The Rezoning process should be completed prior to signing the Final Plat for the proposed subdivision.

HOLDOVER CONSIDERATIONS – APRIL 18th

Subdivision

Standards of Review:

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.

Considerations:

Based on the preceding, and with a waiver of Section 6.B.9. of the Subdivision Regulations (for the Girby Road right-of-way), if the Planning Commission considers approving the Subdivision request, the following conditions could apply:

1. Completion of the right-of-way vacation process prior to the signing of the Final Plat;
2. Completion of the Rezoning process for proposed Lot 2 prior to signing the Final Plat;
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. Retention of the right-of-way width of all streets on the Final Plat;
5. Retention of the 25-foot minimum building setback line along all streets;
6. Provision of a sidewalk along all public street frontages at the time of development, or submission of a Sidewalk Waiver;
7. Compliance with all Engineering comments noted in this staff report;
8. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
9. Compliance with all Urban Forestry comments noted in this staff report; and,
10. Compliance with all Fire Department comments noted in this staff report.

Rezoning

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

A) Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
B) Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
C) Compatibility. Whether the proposed amendment is compatible with:

(1) The current development trends, if any, in the vicinity of the subject property;
(2) Surrounding land uses;
(3) Would adversely impact neighboring properties; or
(4) Cause a loss in property values.

D) Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
E) Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
F) Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
G) Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

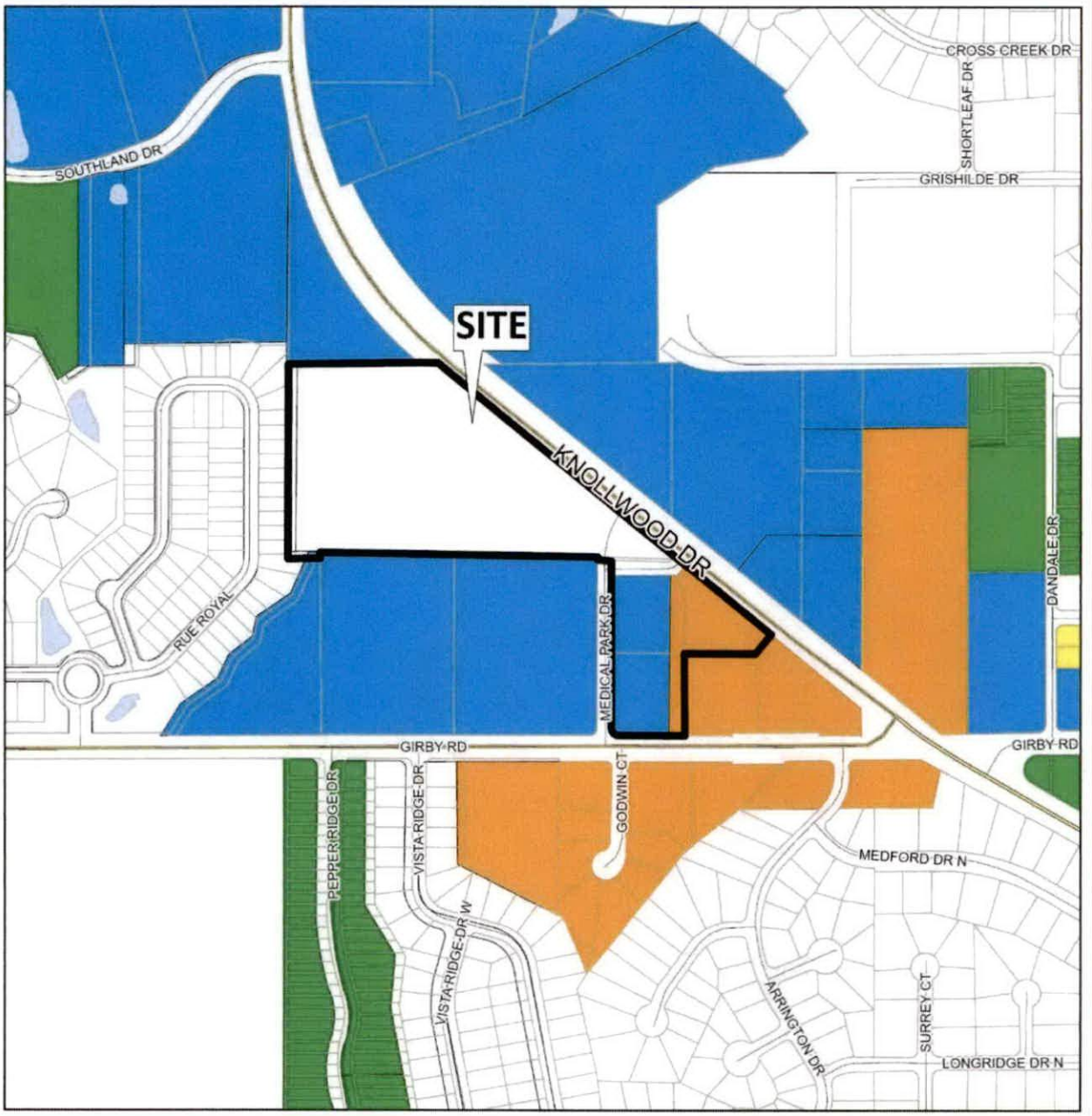
If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following conditions could apply:

1. Completion of the Subdivision process;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
3. Full compliance with all municipal codes and ordinances.

STAFF COMMENTS – MARCH 21st

Due to issues regarding notifications, these applications must be heldover until the April 18th meeting.

LOCATOR ZONING MAP



APPLICATION NUMBER 4 DATE April 18, 2024

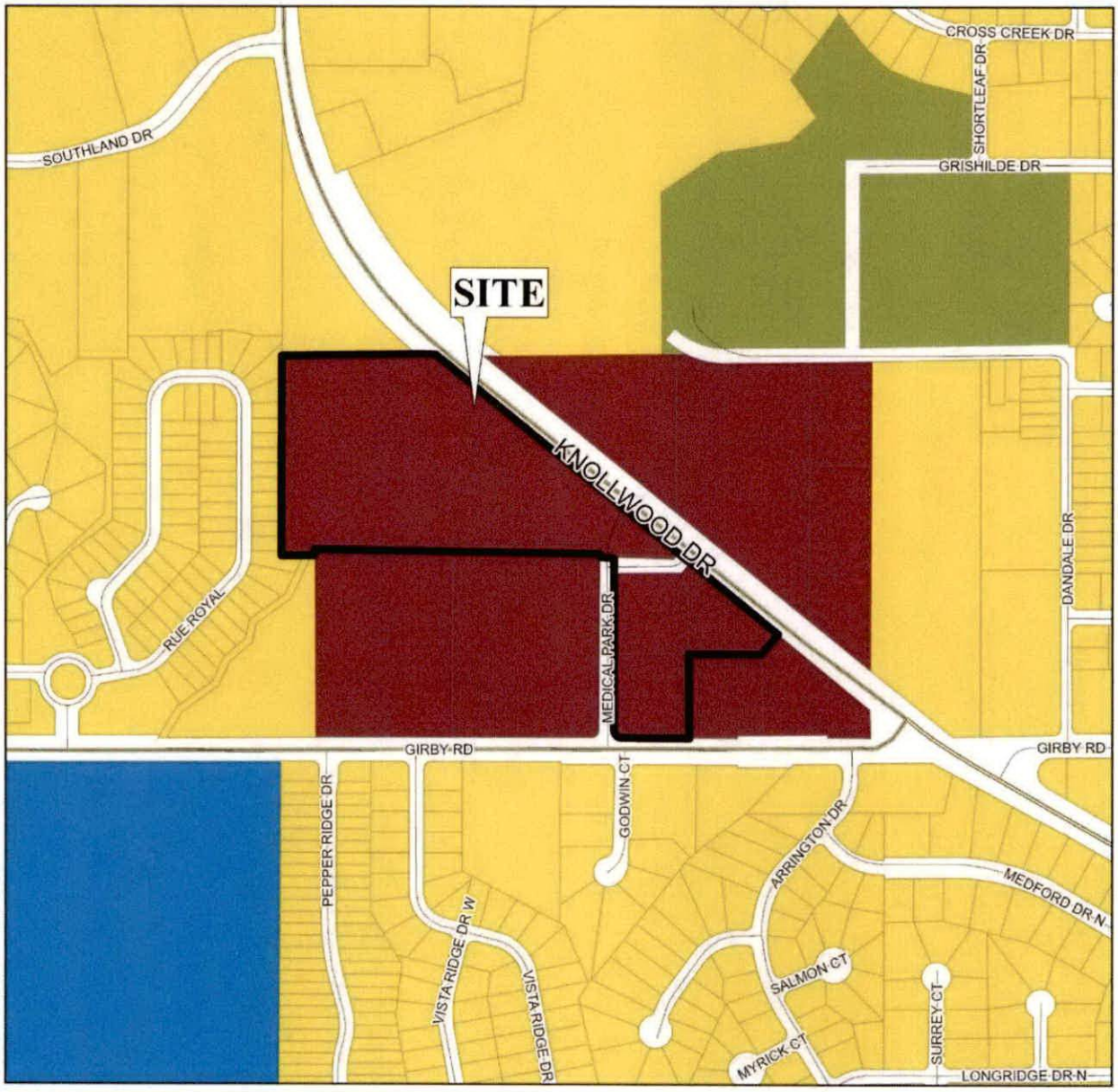
APPLICANT The Knollwood Place Subdivision

REQUEST Subdivision, Rezoning from B-1, B-1, and B-2 to B-2

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 4 DATE April 18, 2024

APPLICANT The Knollwood Place Subdivision

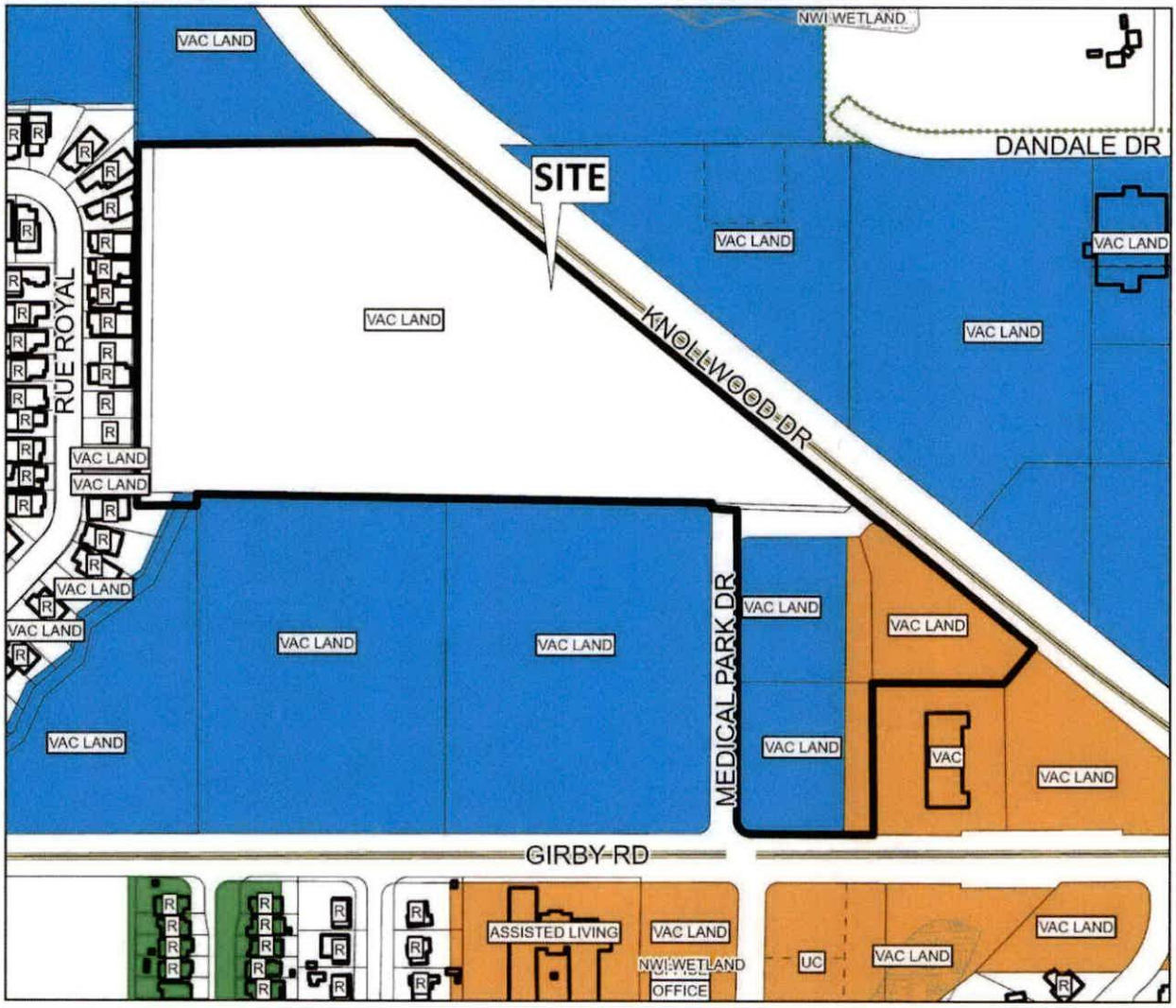
REQUEST Subdivision, Rezoning from B-1, B-1, and B-2 to B-2

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by medical facilities, residential units and vacant land.

APPLICATION NUMBER 4 DATE April 18, 2024

APPLICANT The Knollwood Place Subdivision

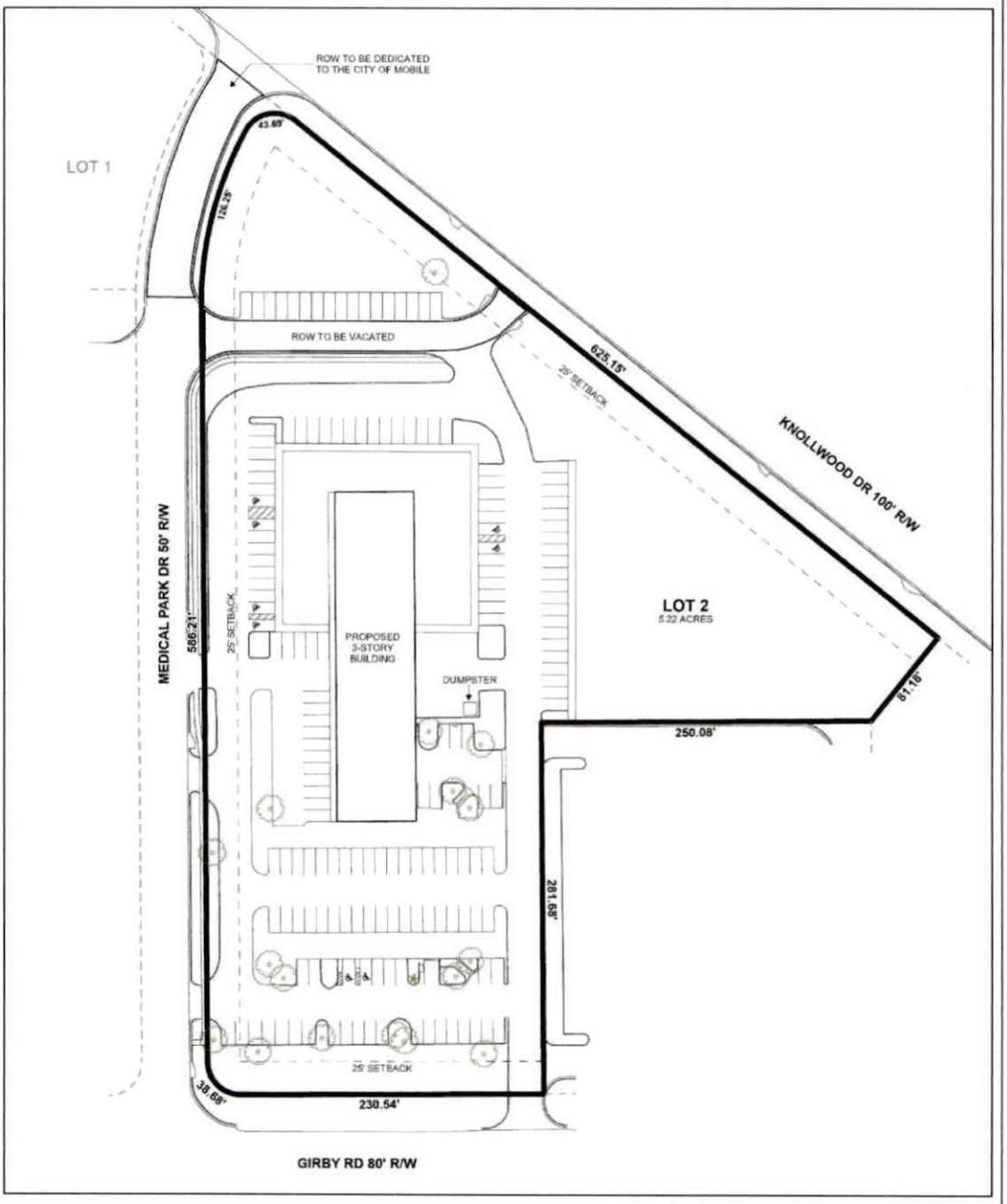
REQUEST Subdivision, Rezoning from B-1, B-1, and B-2 to B-2

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	

N

NTS

SITE PLAN



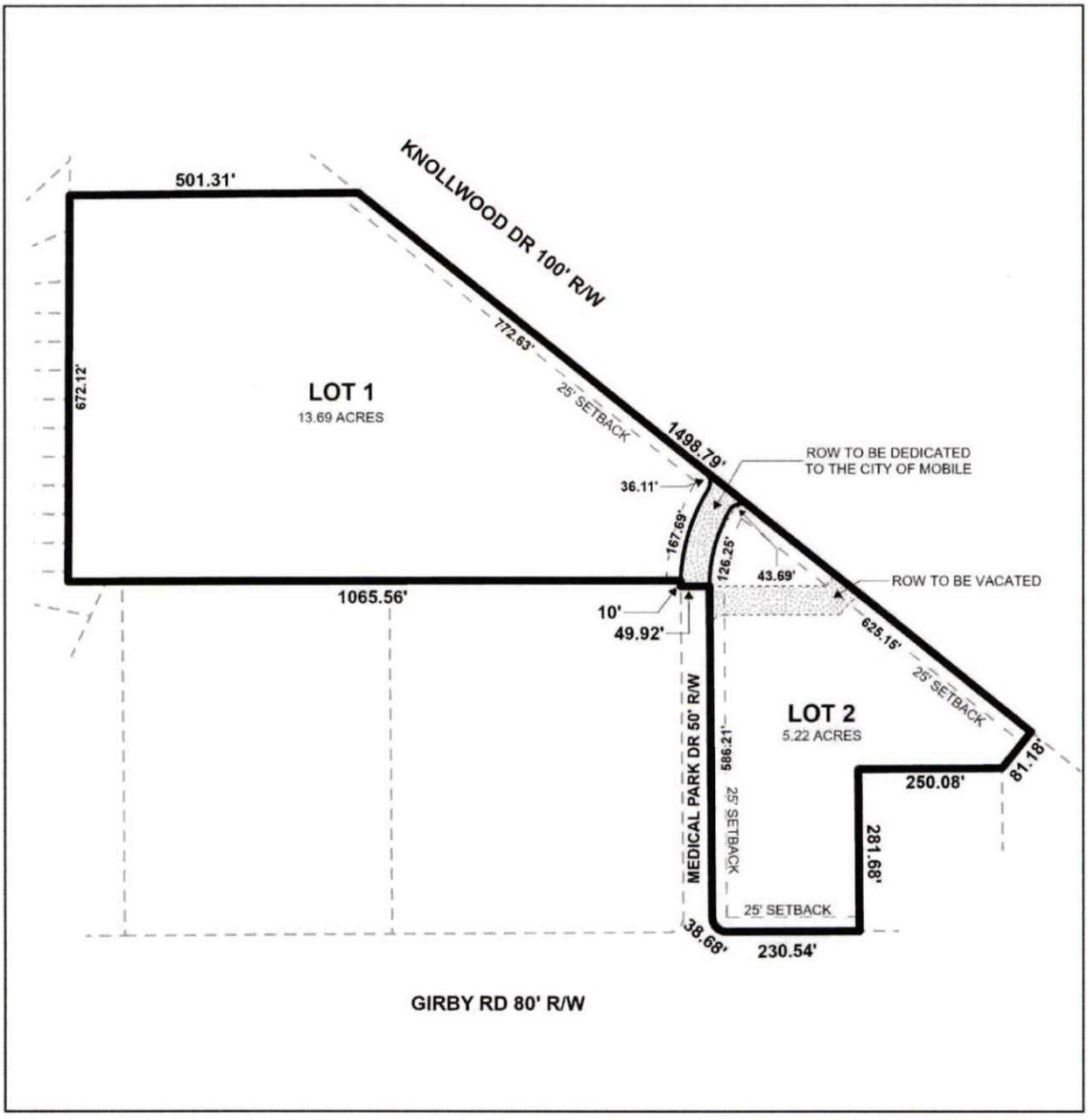
The site plan illustrates the proposed building and parking areas.

APPLICATION NUMBER	4	DATE	April 18, 2024
APPLICANT	The Knollwood Place Subdivision		
REQUEST	Subdivision, Rezoning from B-1, B-1, and B-2 to B-2		

N

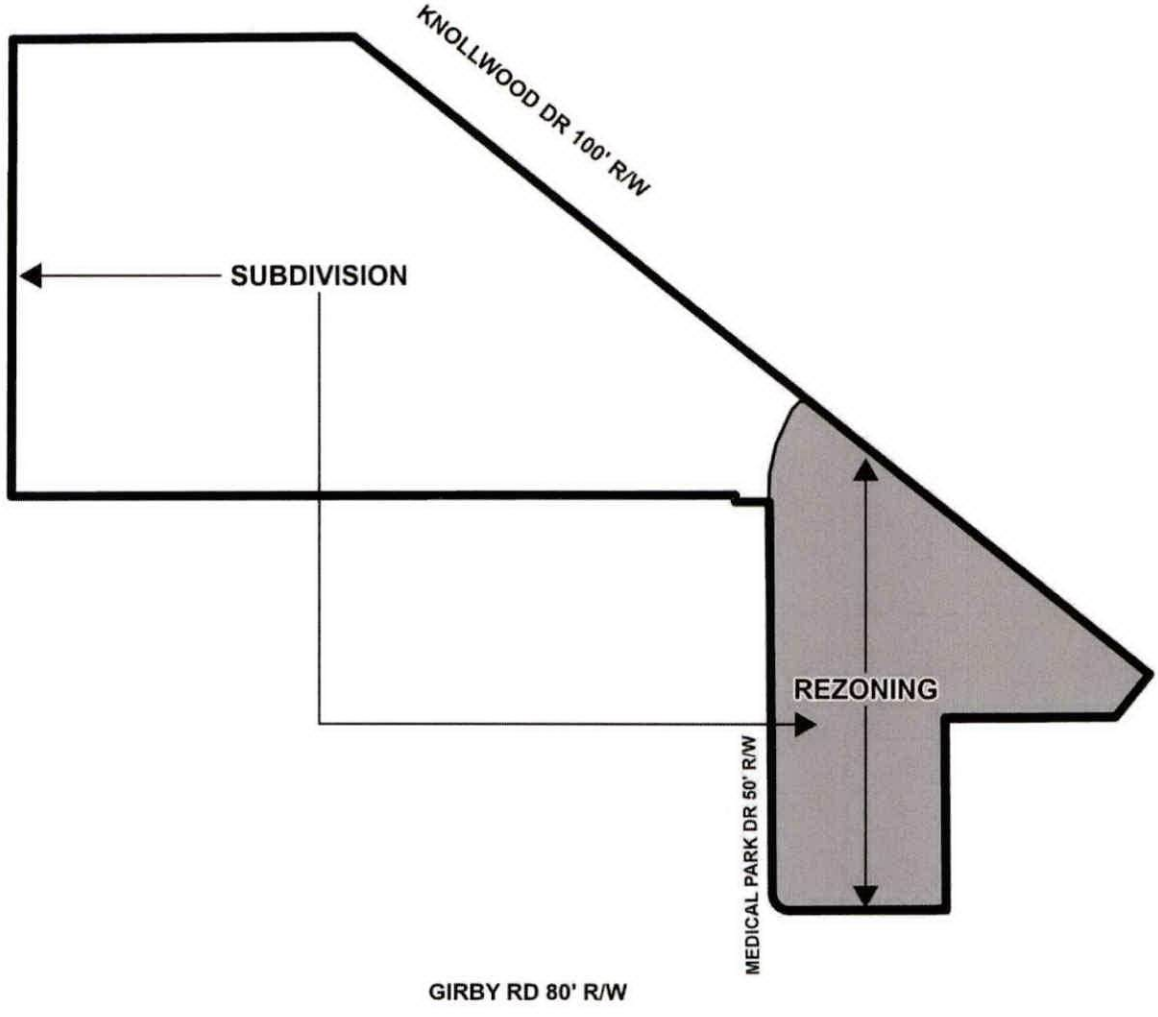
NTS

SITE PLAN



APPLICATION NUMBER 4 DATE April 18, 2024	N
APPLICANT The Knollwood Place Subdivision	
REQUEST Subdivision, Rezoning from B-1, B-1, and B-2 to B-2	NTS

DETAIL SITE PLAN



APPLICATION NUMBER 4 DATE April 18, 2024

APPLICANT The Knollwood Place Subdivision

REQUEST Subdivision, Rezoning from B-1, B-1, and B-2 to B-2

N

NTS

ZONING DISTRICT CORRESPONDENCE MATRIX

		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A					■		■					□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- ○ Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

NEIGHBORHOOD CENTER (NC)

This land use designation applies to smaller hubs of mixed commercial, community, and recreational activity that cater to adjacent residential areas. Many of these centers exist today in some form. Therefore, the following common principles apply not just to the future development of new centers, but also to the redevelopment (wholesale or incremental) of existing centers.

General Principles for Neighborhood Centers:

- NC should support a limited amount of commercial employment
- NC should incorporate some residential use, which may vary in type from detached single family, townhouse, accessory and live-work units in mixed use and low-rise multifamily structures.
- The residential density in NC designations -ranging from 4 to 10 du/ac— must be compatible in character with that of surrounding residential development, providing appropriate transitions in height, massing and other buffering from one land use district to the next.
- The retail and housing uses should merge around vibrant, compact, accessible nodes, located at key neighborhood intersections or along short road segments.
- The NC nodes should be connected to the surrounding neighborhood and nearby public uses (e.g., schools, parks, etc.) via well-designed sidewalks and complete streets.

While the above-listed principles are common to all NC districts, the design attributes of neighborhood centers generally vary depending on whether a center is in a more "traditional" or more "suburban" context.

Additional Attributes of Neighborhood Centers:

- **NC in traditional contexts:** These tend to be in those areas east of the Beltline and correspond to MxDR neighborhoods. In these NCs, buildings should orient to the street, with on-site parking typically pushed to the back of the site. The design qualities of the public realm are emphasized, including the provision of continuous sidewalks, tree canopy, pedestrian amenities, on-street parking and bicycle facilities where appropriate.
- **NC in suburban contexts:** These generally are located among the LDR land use designations in the areas west of the Beltline. Where they exist, these centers currently have a more pronounced vehicular orientation. Therefore, the emphasis is on retrofitting to improve internal walkability (e.g., through the addition of sidewalks, tree canopy, protection from the elements) and external connectivity to the surrounding areas (via sidewalks, paths and trails, street crossings, transit stops, etc.) and to increase the mix and density of uses (e.g., infill of outparcels, addition of housing, etc.).

Agenda Item # 13

SUB-002858-2024 & ZON-UDC-002860-2024

View additional details on this proposal and all application materials using the following link:

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
3300 Knollwood Drive, and 3401 & 3421 Medical Park Drive

Subdivision Name:
The Knollwood Place Subdivision

Applicant / Agent:
Kari Givens, Byrd Surveying, Inc.

Property Owner:
GK Land Holdings, LLC

Current Zoning:
R-1, Single-Family Residential Suburban District; B-1, Buffer Business Suburban District; and B-2, Neighborhood Business Suburban District

Proposed Zoning:
B-2, Neighborhood Business Suburban District

Future Land Use:
Traditional Center

Applicable Codes, Policies, and Plans:
- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:
- Subdivision approval to create two (2) legal lots of record;
- Rezoning from R-1, B-1, and B-2 to B-2 (proposed Lot 2 only)
  - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:
1. Subdivision holdover to the April 18th meeting.
2. Rezoning holdover to the April 18th meeting.

Report Contents: **Page**

Context Map 2
Staff Comments 3
Exhibits 4

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by medical facilities, residential units and vacant land.

APPLICATION NUMBER 13 DATE March 21, 2024

APPLICANT The Knollwood Place Subdivision

REQUEST Subdivision, Rezoning from B-1, B-1, and B-2 to B-2

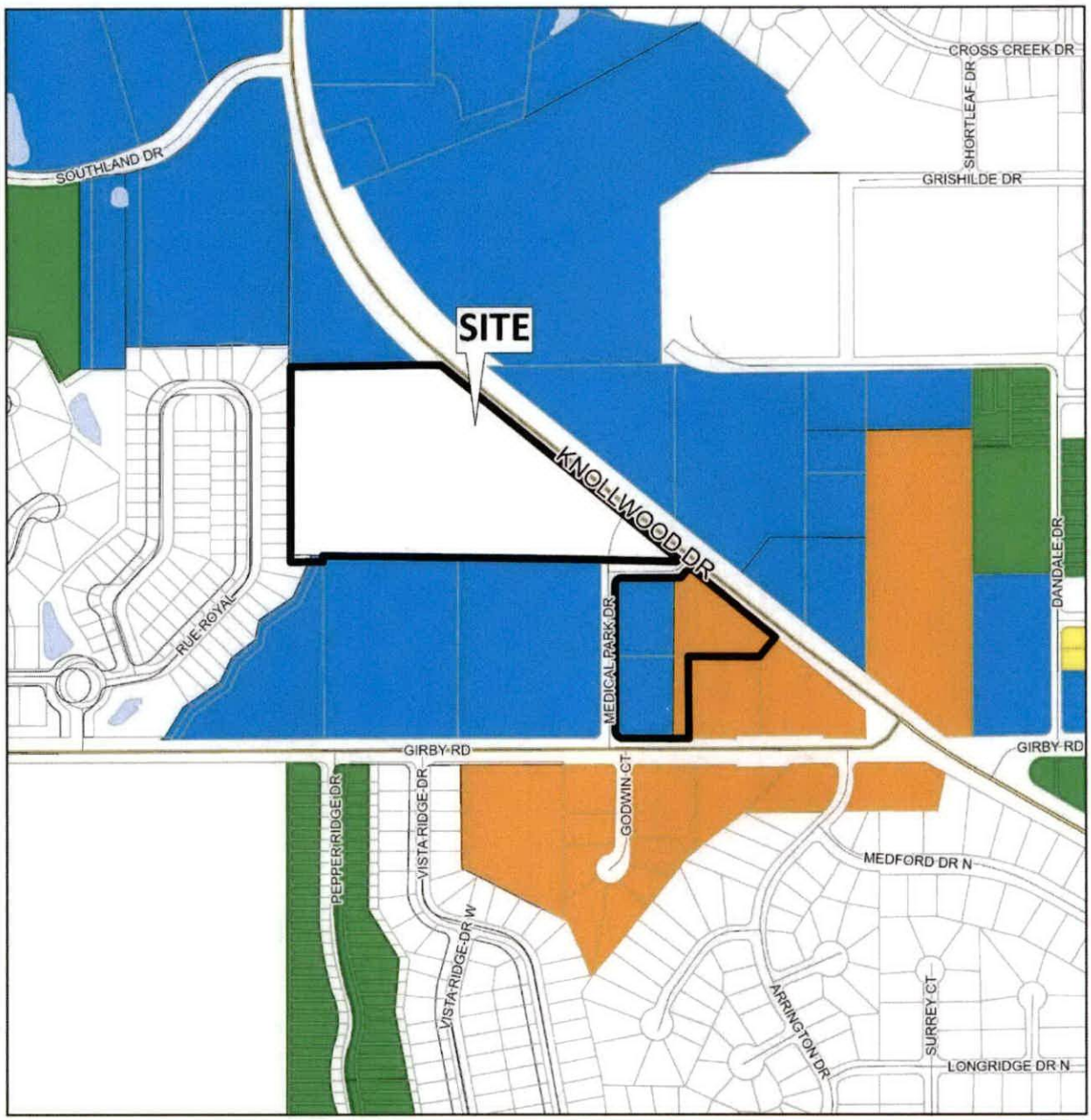
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NTS

STAFF COMMENTS

Due to issues regarding notifications, these applications must be heldover until the April 18th meeting.

LOCATOR ZONING MAP



APPLICATION NUMBER 13 DATE March 21, 2024

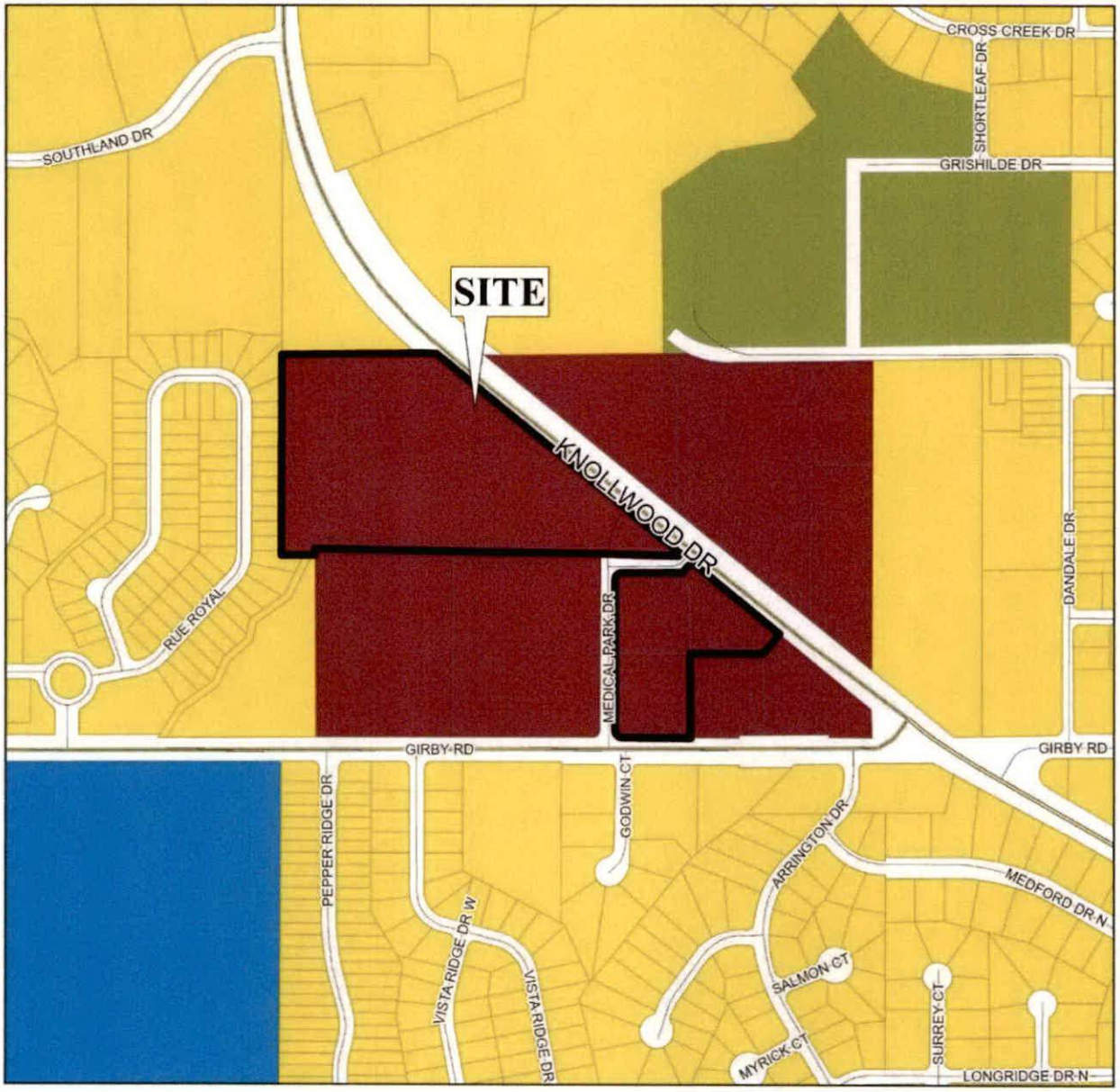
APPLICANT The Knollwood Place Subdivision

REQUEST Subdivision, Rezoning from B-1, B-1, and B-2 to B-2

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 13 DATE March 21, 2024

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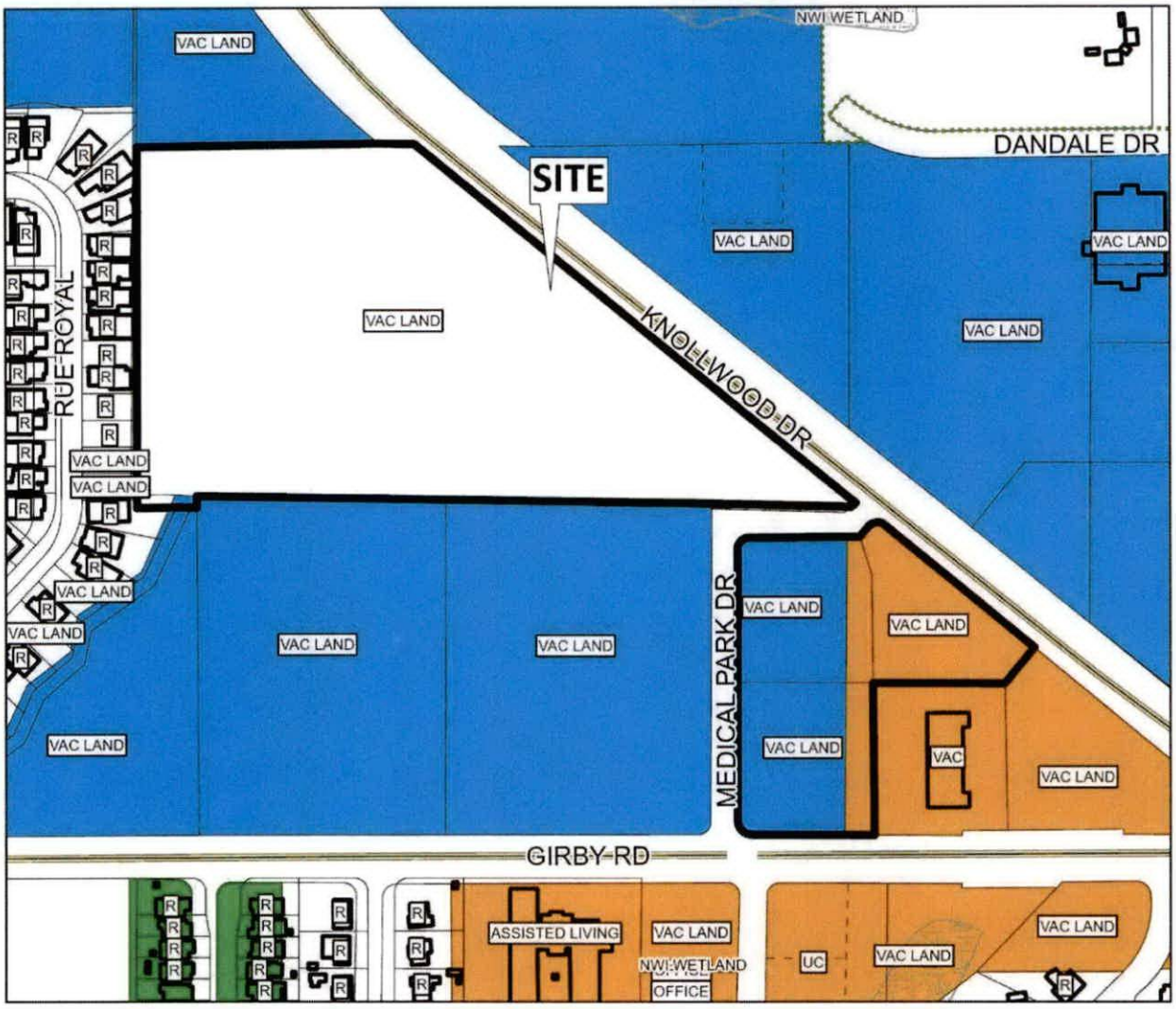
REQUEST Subdivision, Rezoning from B-1, B-1, and B-2 to B-2

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by medical facilities, residential units and vacant land.

APPLICATION NUMBER 13 DATE March 21, 2024

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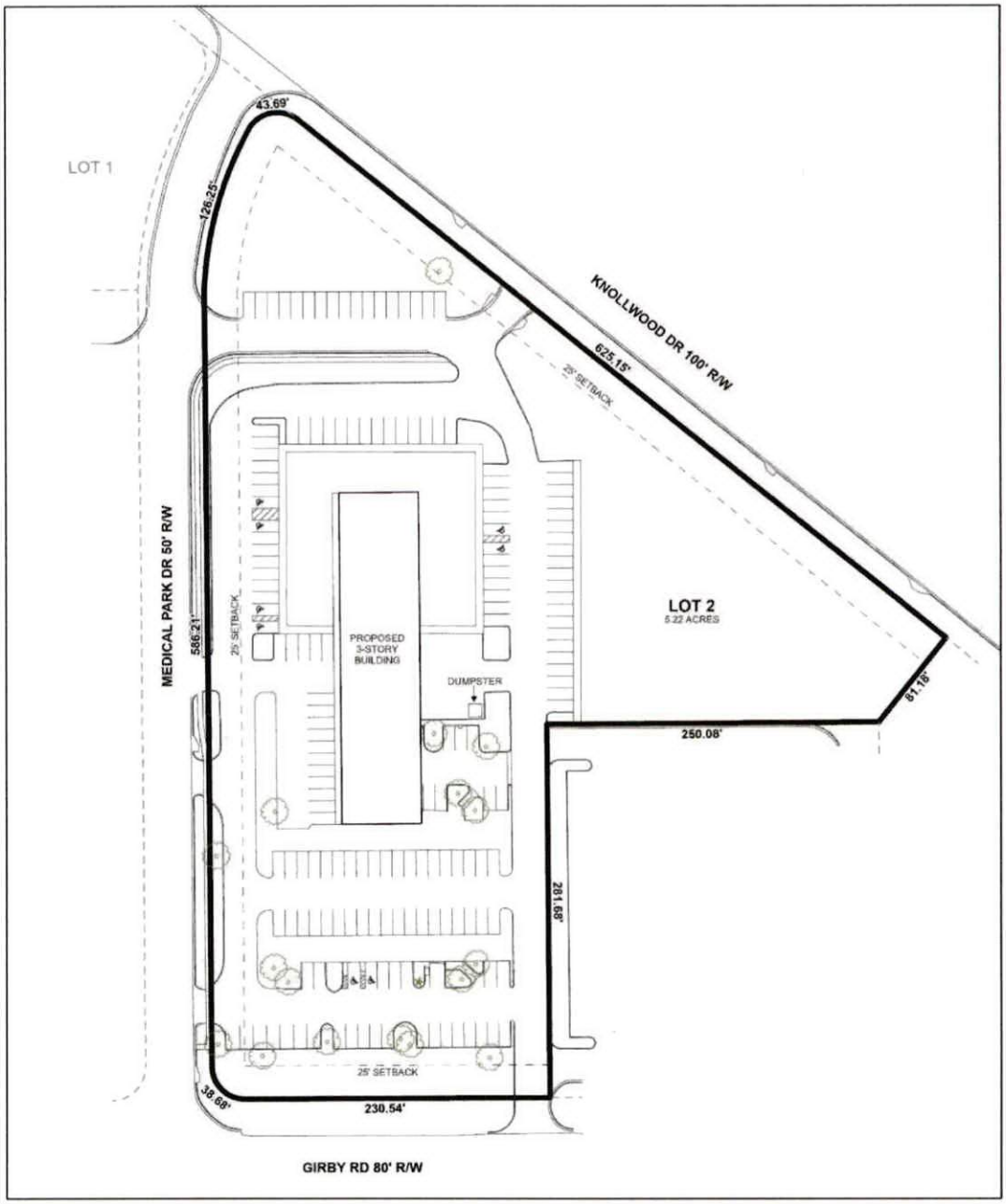
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R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	

N

NTS

SITE PLAN



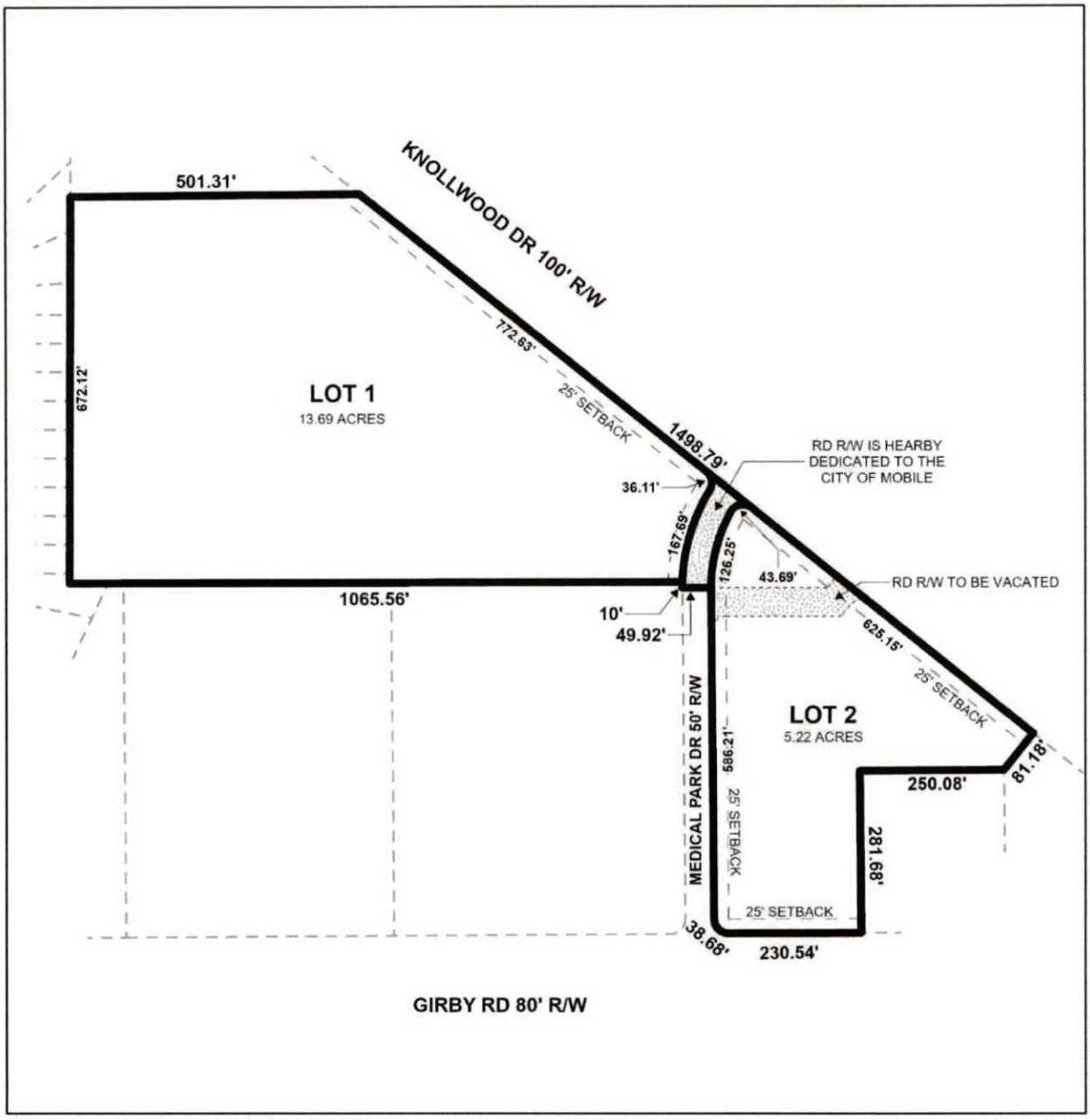
The site plan illustrates the proposed building and parking areas.

APPLICATION NUMBER	13	DATE	March 21, 2024
APPLICANT	The Knollwood Place Subdivision		
REQUEST	Subdivision, Rezoning from B-1, B-1, and B-2 to B-2		

N

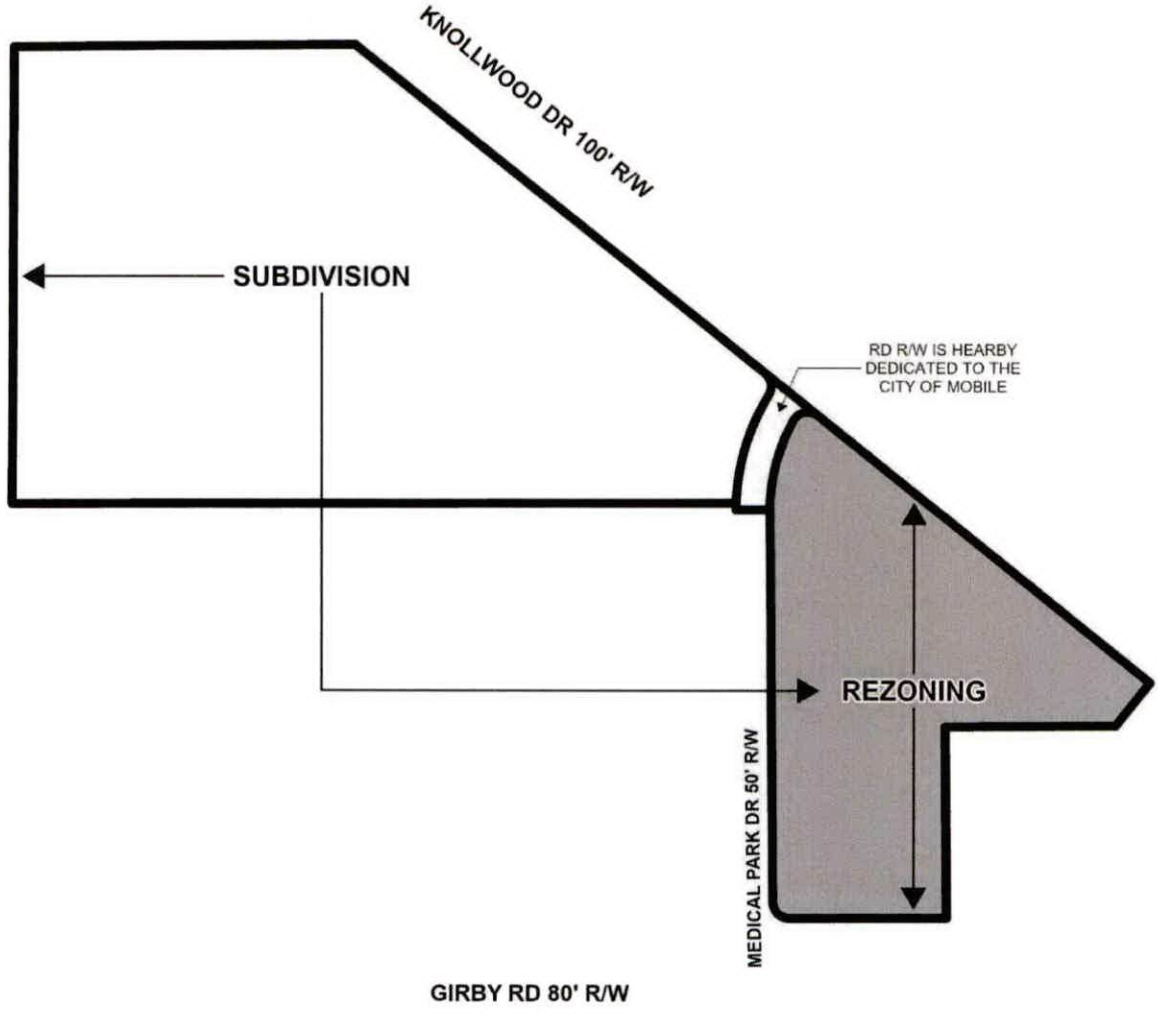
NTS

SITE PLAN



APPLICATION NUMBER 13 DATE March 21, 2024	N
APPLICANT The Knollwood Place Subdivision	
REQUEST Subdivision, Rezoning from B-1, B-1, and B-2 to B-2	NTS

DETAIL SITE PLAN



APPLICATION NUMBER 13 DATE March 21, 2024

APPLICANT The Knollwood Place Subdivision

REQUEST Subdivision, Rezoning from B-1, B-1, and B-2 to B-2

N

NTS

ZONING DISTRICT CORRESPONDENCE MATRIX		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- ○ Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

NEIGHBORHOOD CENTER (NC)

This land use designation applies to smaller hubs of mixed commercial, community, and recreational activity that cater to adjacent residential areas. Many of these centers exist today in some form. Therefore, the following common principles apply not just to the future development of new centers, but also to the redevelopment (wholesale or incremental) of existing centers.

General Principles for Neighborhood Centers:

- NC should support a limited amount of commercial employment
- NC should incorporate some residential use, which may vary in type from detached single family, townhouse, accessory and live-work units in mixed use and low-rise multifamily structures.
- The residential density in NC designations –ranging from 4 to 10 du/ac– must be compatible in character with that of surrounding residential development, providing appropriate transitions in height, massing and other buffering from one land use district to the next.
- The retail and housing uses should merge around vibrant, compact, accessible nodes, located at key neighborhood intersections or along short road segments.
- The NC nodes should be connected to the surrounding neighborhood and nearby public uses (e.g., schools, parks, etc.) via well-designed sidewalks and complete streets.

While the above-listed principles are common to all NC districts, the design attributes of neighborhood centers generally vary depending on whether a center is in a more "traditional" or more "suburban" context.

Additional Attributes of Neighborhood Centers:

- **NC in traditional contexts:** These tend to be in those areas east of the Beltline and correspond to MxDR neighborhoods. In these NCs, buildings should orient to the street, with on-site parking typically pushed to the back of the site. The design qualities of the public realm are emphasized, including the provision of continuous sidewalks, tree canopy, pedestrian amenities, on-street parking and bicycle facilities where appropriate.
- **NC in suburban contexts:** These generally are located among the LDR land use designations in the areas west of the Beltline. Where they exist, these centers currently have a more pronounced vehicular orientation. Therefore, the emphasis is on retrofitting to improve internal walkability (e.g., through the addition of sidewalks, tree canopy, protection from the elements) and external connectivity to the surrounding areas (via sidewalks, paths and trails, street crossings, transit stops, etc.) and to increase the mix and density of uses (e.g., infill of outparcels, addition of housing, etc.).