AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, April 9, 2024, 10:30 AM

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

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

   April 2, 2024
7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

   Request of Erica Hayes for a waiver of the Noise Ordinance at Tricentennial Park on August 3, 2024, from 11:00 a.m. - 3:00 p.m. (District 1).

   Request of Kacey Chappelear for a waiver of the Noise Ordinance at British Park on May 5, 2024, from 1:00 p.m. - 5:00 p.m. (District 2).

   Request of Rich Heidal for a waiver of the Noise Ordinance at S. Monterey Street between Dauphin Street and McGill Avenue on May 4, 2024, from 6:00 p.m. - 10:00 p.m. (District 2).

   Request of Kaitlyn Burkett for a waiver of the Noise Ordinance at Bienville Square on April 12, 2024, from 6:00 p.m. - 9:00 p.m. (District 2).

   Request of Marian Clarke for a waiver of the Noise Ordinance at N. Monterey Street between Dauphin Street to Old Shell Road on May 18, 2024, from 6:00 p.m. - 10:00 p.m. (District 2).

Request of Jennifer Brinkman for a waiver of the Noise Ordinance at Doyle Park on April 27, 2024, from 10:30 a.m. - 1:30 p.m. (District 3).

Request of Natasha Abshire for a waiver of the Noise Ordinance at 1609 Green Brook Court on April 20, 2024, from 2:00 p.m. - 10:00 p.m. (District 4).

Request of Mary Jeppsen for a waiver of the Noise Ordinance at 4321 Boulevard Park S. on May 5, 2024, from 4:30 p.m. - 9:00 p.m. (District 5).

10. PUBLIC HEARINGS

Public hearing to consider an ordinance to amend Chapter 64, Article 5, Section 5 of the Unified Development Code (sponsored by Councilmember Reynolds).

Public hearing to rezone property located at 4600 Cypress Business Park Drive from B-3 and B-5 to B-3 (District 4).

Public hearing to consider the application of Sonia Jordan to operate a shuttle service.

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Tuerk Schlesinger - Provide updates about AltaPointe Health Behavioral Health Crisis Center.

Reggie Hill - Public safety, Civic Center, and zoning & community development.

12. ORDINANCES HELD OVER

64-020 Amend the City of Mobile Unified Development Code, Chapter 64, Article 5, Section 5 (sponsored by Councilmember Reynolds) (submitted by Michael Linder, Council Attorney).

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

13. CONSENT RESOLUTIONS HELD OVER

40-125 Declare the structure at 237 Abrams Street a public nuisance and order it demolished/secured (sponsored by Councilmember Penn).

40-126 Declare the structure at 2910 Berkley Avenue a public nuisance and order it demolished/secured (sponsored by Councilmember Penn).

37-291 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class I License to LA Tavern; 5651 Hwy. 90 (sponsored by Councilmember Reynolds).

14. RESOLUTIONS HELD OVER

08-302 Approve purchase order to Arcadis US, Inc. for traffic video detection system equipment; $77,855.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-305 Approve purchase order to SHI International Corp. for annual renewal of various Citywide software subscriptions; $400,826.12 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-308 Authorize contract with Protec Video, LLC for management of technology, training, and consulting services; NTE $215,000.00 (sponsored by Mayor Stimpson) (submitted by Robert Lasky, Public Safety).

21-309 Authorize contract with Southern Earth Sciences, Inc. for ground water sampling, explosive gas monitoring and reports for C&D Bates Landfill and Hickory Street Landfill; $68,745.00 (sponsored by Councilmembers Carroll & Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

60-310 Authorize Settlement Agreement and Release of Claims; Church's Chicken (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-312 Authorize Settlement Agreement and Release of Claims; Thai Meditation Association (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

15. ORDINANCES BEING INTRODUCED

64-026 Rezone property located at 4600 Cypress Business Park Drive from B-3 and B-5 to B-3 (sponsored by Councilmember Reynolds).

64-027 Consider an ordinance to amend Chapter 64, Article 5, Section 5 of the Unified Development Code (sponsored by Councilmember Reynolds).

16. CONSENT RESOLUTIONS BEING INTRODUCED

31-313 Authorize the Mayor to apply, accept, and receive a grant to the U.S. Department of Justice, Office of Community Oriented Policing for the FY 2024 Promoting Access to Crisis Teams; $400,000.00 (No local match) (sponsored by Mayor Stimpson) (submitted by Robert Lasky, Public Safety Director).

31-314 Authorize the Mayor to apply, accept, and receive a grant to the U.S. Department of Justice, Office of Community Oriented Policing Services for FY 2024 Microgrant for Underserved Populations; $175,000.00 (sponsored by Mayor Stimpson) (submitted by Robert Lasky, Public Safety Director).

58-315 Assess costs for removal of weeds, Repeat Weed Lien Group 69.

60-316 Approve award of special bonus to the Parks & Recreation Employee of the Month; Miranda (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

60-317 Determine an appropriation to Senior Citizens' Services, Inc. d/b/a Via Health, Fitness and Enrichment Center serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Accounting Dept.).

17. RESOLUTIONS BEING INTRODUCED

01-318 Authorize agreement with Goodwyn, Mills, Cawood for Dauphin Island Parkway TIF District Plan; $29,700.00 (sponsored by Councilmember Small and Mayor Stimpson) (submitted by James Roberts, Neighborhood Development Dept.).

01-319 Authorize agreement with the Alabama Department of Transportation for traffic plan for special events at the University of South Alabama (sponsored by Mayor Stimpson) (submitted by Jennifer White, Traffic Engineering Dept.).

08-320 Approve purchase order to Imagetrend, LLC for annual renewal of software for MFRD; $90,375.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-321 Approve purchase order to Insight Public Sector for 50 desktop computers for MPD; $29,285.50 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-322 Approve purchase order to Interface Services, Inc. for replacement flooring for MIT building; $44,092.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-323 Approve purchase order to McConnell Automotive Corporation for wreck repairs to Chevrolet Suburban; $25,559.03 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-324 Approve purchase order to MH3 Printing, LLC for printing and mailing of postcards for City's recycling program; $44,390.92 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-325 Approve purchase order to Sansom Equipment Co., Inc. for replacement vertical mast for garbage truck; $24,176.36 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-326 Approve purchase order to Shelter Buddy for animal tracking and adoption software for the Animal Shelter; $19,968.33 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-327 Approve purchase order to Top Notch Tree Care, LLC to remove and

trim trees on Spring Hill Avenue; $22,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-328 Approve purchase order to T.S. Wall & Sons, Inc. for carpeting for Municipal Archives building; $21,397.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-329 Transfer funds from Capital Project Fire Admin Projects to Grant Project Port Security Grant Program fund; $41,523.00 (sponsored by Mayor Stimpson) (submitted by Chief of Staff Barry Glisson, MFRD).

21-330 Authorize contract with Dorie's, Inc., d/b/a Azalea City Golf Course Grill (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

31-331 Authorize grant agreement with the Alabama Department of Conservation and Natural Resources in support of GOMESA funding for Shipyard Road/Dog River Acquisition Project; $2,500,000.00 (sponsored by Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept., and Laura Angle, Grants Dept.).

37-332 Consider the application of Sonia Jordan to operate a shuttle service (submitted by Lisa C. Lambert, City Clerk).

18. CALL FOR PUBLIC HEARINGS

41-333 Call for public hearing to rezone property located at 1100 Spring Hill Avenue from R-2, B-1, and B-3 to B-3 (scheduled for May 14, 2024) (District 2).

41-334 Call for 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 (scheduled for May 14, 2024) (District 5).

41-335 Call for public hearing to rezone property located at 255, 257, and 259 Dogwood Drive from R-1 to B-1 (scheduled for May 14, 2024) (District 5).

41-336 Call for public hearing to consider a modification of a previously approved Planned Unit Development for property located at 3674 and 3680 Dauphin Street (scheduled for May 14, 2024) (District 7).

41-337 Call for public hearing to consider an ordinance to amend Article 13, Section 64-13-2 of the Unified Development Code (scheduled for May 14, 2024) (sponsored by Councilmembers Daves and Gregory).

19. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:4/9/2024

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	4/4/2024 - 9:42 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/9/2024

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	4/4/2024 - 10:01 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/9/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	4/4/2024 - 1:32 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/9/2024

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	4/4/2024 - 11:28 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/9/2024

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	4/4/2024 - 11:30 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/9/2024

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
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	4/4/2024 - 11:31 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/9/2024

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	4/4/2024 - 11:33 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/9/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Small

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	4/4/2024 - 11:34 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/9/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Reynolds

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	3/27/2024 - 8:38 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/9/2024

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	4/4/2024 - 11:36 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/9/2024

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	4/4/2024 - 9:55 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/9/2024

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	4/4/2024 - 9:40 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/9/2024

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	4/4/2024 - 10:11 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/9/2024

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	4/4/2024 - 11:26 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/9/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Hill	Cover Memo	4/4/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/4/2024 - 1:53 PM

From: RJHILL II
To: Gauthier, Lana
Subject: 4/9
Date: Thursday, April 4, 2024 1:07:22 PM

CAUTION: External Email

Madam Asst. City Clerk,

Good afternoon! I hope that all is well. This is a formal request to be added to the upcoming Agenda.

I will address the subject matter I was prevented from sharing on the April 2, 2024 meeting.

"S4TF" Project Participants are grateful for the time shared with the City Clerk's Office... as I thank you for your attention to this matter.

Have a great day. See you all next week!

Kindest Regards,

Reginald J. Hill, II - M. Ed.
Founder/Executive Director (Chairman)
"Success 4 the Future"
P. O. Box 395
Mobile, AL 36601
www.s4tf.org
rhills4tf@gmail.com
256.665.6748

AGENDA ITEM SUMMARY SHEET

Agenda of:4/9/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
ordinance	Cover Memo	2/27/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/27/2024 - 9:47 AM

64-020 2024

SPONSORED BY: COUNCILMEMBER BEN REYNOLDS

AN ORDINANCE TO AMEND THE CITY OF MOBILE UNIFIED DEVELOPMENT CODE, CHAPTER 64, ARTICLE 5, SECTION 5 TO REMOVE THE REQUIREMENT THAT THE CITY COUNCIL ACT ON A REZONING APPLICATION AT THE PUBLIC HEARING ON SAME

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

SECTION ONE: Mobile City Code Section 64-5-5(D)(3)(d), which reads in full, "At the conclusion of the hearing, the city council shall approve, approve with conditions or deny the amendment[,]" is hereby **REPEALED.**

SECTION TWO: Miscellaneous

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

(b) This ordinance shall be effective within the City of Mobile immediately upon its adoption and publication as required by law.

APPROVED:

_____

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/9/2024

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	4/10/2024

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:4/9/2024

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

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:

2/6/2024

Renewal Date of Contract:

2/6/2024

Funding Source

Project # 237 Abrams Street - ME-116-23 **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 - 237 Abrams Street	Cover Memo	1/31/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	2/1/2024 - 10:40 AM

RESOLUTION

Sponsored by: Councilmember 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 **237 Abrams Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 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 **237 Abrams Street** described as:

LOT 3 ON PLAT OF RESURVEY OF LOTS 29 & 30 BLK 2 OF MECHEM & SAGES SUB OF INGATE PL MBK 13 P 13 #SEC 18 T4S R1W #MP29 08 18 2 002

Parcel Number: 29 08 18 2 002 001

Last Assessed to: JERALD L JOSEPH JUNIOR

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/secured*** 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
January 30, 2024

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, February 6, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **237 ABRAMS STREET,** OWNED BY OR MAY HAVE AN INTEREST: **JERALD L JOSEPH** 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 08 18 2 002 001
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey Rentals 2023

Report Date: Friday, July 28, 2023

Property Address

237 ABRAMS ST

Property Details

PARCEL KEYX	00842761	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	COMPLETE	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS		ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE		COMMENTS	

Property Score

SCORE	62	SCORE DESCRIPTION	Demo

Notes

IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 10-25-23

Voted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 12/13/2023

Property Address: 237 Abrams Street **District No:** 1

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 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.
- [X] 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.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [X] 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.
- [X] 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.
- [X] 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.
- [X] 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 are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 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.
- [X] 15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Jerald L Mosely Junior
5405 Highland Road
Mobile, Alabama 36693-2715

December 13, 2023

RE: **237 Abrams Street**
Project Number: ME-118-23

Dear Jerald L Mosely Junior:

On December 7, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 237 Abrams Street.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 3 ON PLAT OF RESURVEY OF LOTS 29 & 30 BLK 2 OF MECHEM & SAGES SUB OF INGATE PL MBK 13 P 13 #SEC 18 T4S R1W #MP29 08 18 2 002

Parcel Number: 29 08 18 2 002 001

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
- ☒ 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:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **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; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

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 **January 26, 2024,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **January 26, 2024,** provide the Code Official with a work plan to accomplish the repairs by **January 26, 2024,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **January 26, 2024,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on February 6, 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

NOTE: The owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

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 David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT **237 ABRAMS STREET** **PHOTOS AGENDA / DW**

NUISANCE ABATEMENT **237 ABRAMS STREET** **PHOTOS AGENDA / DW**

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NUISANCE ABATEMENT **237 ABRAMS STREET** **PHOTOS AGENDA / DW**

2024/01/29

NUISANCE ABATEMENT **237 ABRAMS STREET** **PHOTOS AGENDA / DW**

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2024/01/29

NUISANCE ABATEMENT **237 ABRAMS STREET** **PHOTOS AGENDA / DW**

2024/01/29

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2024/01/29

2024/01/29

2024/01/29

2024/01/29

NUISANCE ABATEMENT **237 ABRAMS STREET** **PHOTOS AGENDA / DW**

Affidavit of Mailed Notice

Date: February 6, 2024

State of Alabama
County of Mobile

Subject Property – 237 Abrams Street

My legal name is Gary Jackson, Deputy Director of Municipal Enforcement, 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 **3 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 affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 237 Abrams St. Date: November 30, 2023

FROM: Jaclyn Benedict, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: 11/9/2023

Per the Title Report, the owner is: Jerrald L. Mosely, Jr.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Jerrald L. Mosely, Jr. 5405 Highland Rd. Mobile, AL 36693-2715	251-366-2019
2	Jerrald L. Mosely, Jr. 237 Abrams St. Mobile, AL 36607	Property address
3	Lashekea S. Mosely 5405 Highland Rd. Mobile, AL 36693-2715	Paying property taxes 251-366-5586 251-343-7442

TAX STATUS: Paid

Parties with recorded liens per Title Report: None

Open Mortgages: None

Lis Pendens

Lis Pendens City of Mobile vs. Mosely Jerrald L. Jr. dated 11/14/2023, Inst. # 2023067165

AGENDA ITEM SUMMARY SHEET

Agenda of:4/9/2024

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

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:

2/6/2024

Renewal Date of Contract:

2/6/2024

Funding Source

Project # 2910 Berkley Avenue - ME-173-19 **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 - 2910 Berkley Avenue	Cover Memo	1/31/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	2/1/2024 - 10:43 AM

RESOLUTION

Sponsored by: Councilmember 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 **2910 Berkley Avenue** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 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 **2910 Berkley Avenue** described as:

S 1/2 OF LOT 7 BLK D BOOKER T WASHINGTON GDNS A SUB PLAT BK 4/208 #SEC 44 T4S R1W #MP29 02 44 0 010

Parcel Number: 29 02 44 0 010 029

Last Assessed to: LATONYA MORIA YOUNG

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/secured*** 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
January 30, 2024

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, February 6, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2910 BERKLEY AVENUE,** OWNED BY OR MAY HAVE AN INTEREST: **LATONYA MORIA YOUNG** 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 02 44 0 010 029
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey Rentals 2023

Report Date: Friday, July 28, 2023

Property Address

2910 BERKLEY AVE

Property Details

PARCEL KEYX	00658504	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	COMPLETE	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS		ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE		COMMENTS	

Property Score

SCORE	63	SCORE DESCRIPTION	Demo

Notes

TC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑

APPROVAL DATE 10-9-23

Voted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 12/13/2023

Property Address: 2910 Berkley Avenue **District No:** 1

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 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.
- [X] 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.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [X] 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.
- [X] 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.
- [X] 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.
- [X] 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 are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 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.
- [X] 15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Latonya Moriah Young
1718 N Dog River Drive
Mobile, Alabama 36605

December 13, 2023

RE: **2910 Berkley Avenue**
Project Number: ME-173-19

Dear Latonya Moriah Young:

On December 7, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 2910 Berkley Avenue.

I. **PROPERTY** The legal description of the Property is as follows:

S 1/2 OF LOT 7 BLK D BOOKER T WASHINGTON GDNS A SUB PLAT BK 4/208 #SEC 44 T4S R1W #MP29 02 44 0 010

Parcel Number: 29 02 44 0 010 029

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
☒ 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:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **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; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

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 **January 26, 2024,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **January 26, 2024,** provide the Code Official with a work plan to accomplish the repairs by **January 26, 2024,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **January 26, 2024,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on February 6, 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

NOTE: The owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

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 David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson
Deputy Director of Municipal Enforcement

2024/01/29

2024/01/29

2024/01/29

NUISANCE ABATEMENT **2910 BERKLEY AVENUE** **PHOTOS AGENDA / DW**

FeltBuster
2024/01/29

NUISANCE ABATEMENT **2910 BERKLEY AVENUE** **PHOTOS AGENDA / DW**

2024/01/29

NUISANCE ABATEMENT **2910 BERKLEY AVENUE** **PHOTOS AGENDA / DW**

2024/01/29

NUISANCE ABATEMENT **2910 BERKLEY AVENUE** **PHOTOS AGENDA / DW**

NUISANCE ABATEMENT **2910 BERKLEY AVENUE** **PHOTOS AGENDA / DW**

Affidavit of Mailed Notice

Date: February 6, 2024

State of Alabama
County of Mobile

Subject Property – 2910 Berkley Avenue

My legal name is Gary Jackson, Deputy Director of Municipal Enforcement, 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 **3 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 affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 2910 Berkley Ave - **UPDATE** Date: November 15, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 14, 2023

Per the Title Report, the owner is: Latonya Moriah Young

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Latonya Moriah Young 5925 Highway 45 Lot 5 Eight Mile AL 36613-9669	Revenue Commission address good 2022-2024 LexisNexis address no good though date Phone number – 251-928-9184
2	Latonya Moriah Young 2910 Berkley Ave. Mobile, AL 36617-1604	Subject Address
3	Latonya Moriah Young 1718 N. Dog River Dr. Mobile, AL 36605	LexisNexis address good through August 2023

TAX STATUS: 2023 TAXES DUE BY 12/31/2023

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens filed by the City of Mobile vs. LaTonya Moriah Young on August 26, 2019, recorded on September 30, 2018, instrument number 2019057615.

Lis Pendens filed by the City of Mobile vs LaTonya Moriah Young on September 23, 2020, recorded on October 6, 2020, instrument number 2020061339.

AGENDA ITEM SUMMARY SHEET

Agenda of:4/9/2024

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	4/2/2024 - 1:51 PM

R E S O L U T I O N

Sponsored by: Councilmember Ben Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Lounge Retail Liquor Class I License
Submitted by:	LA Tavern, LLC
Location:	LA Tavern 5651 Highway 90 Suite B Mobile, AL 36582

Adopted:

_____

City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
02/14/2024	NEW APPLICATION	2024 - 5600	126540	4	April 2, 2024

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)
010 - LOUNGE RETAIL LIQUOR CLASS 1

Legal Business Name
LA TAVERN LLC

Trade Name (DBA)
LA TAVERN

Location Address
5651 HIGHWAY 90 STE B

City, State, Zip Code
MOBILE AL 36582

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature _____ Date _____

OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

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Trade Name (DBA)
LA TAVERN

Location Address
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City, State, Zip Code
MOBILE AL 36582

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
02/14/2024	NEW APPLICATION	2024 - 5600	126540	4	April 2, 2024

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

010 - LOUNGE RETAIL LIQUOR CLASS 1

Legal Business Name

LA TAVERN LLC

Trade Name (DBA)

LA TAVERN

Location Address

5651 HIGHWAY 90 STE B

City, State, Zip Code

MOBILE AL 36582

Contact Person Information				
Name	Title	POA	Phone	Email
GOPAL PATEL	MEMBER	NO		RACEWAYMCVAY@GMAIL.COM

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 04/10/2024

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Number Assigned	City Council Agenda Date
02/14/2024	NEW APPLICATION	2024 - 5600	126540	February 20, 2024

License Type applied for with Alabama ABC Board	2nd License Type applied for with Alabama ABC Board
010 - LOUNGE RETAIL LIQUOR CLASS I	

Business Information

Legal Business Name	Trade Name (DBA)
LA TAVERN LLC	LA TAVERN

Business Structure Type	Incorporation Date	Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	06.16.2022	001-025-418	AL	MADISON

Federal Tax ID (FEIN)	AL State Tax ID
88-2868150	R011532884

Physical Address of Business (Street Address, Suite #)	City	State	Zip Code
5651 HIGHWAY 90 STE B	THEODORE	AL	36582

Mailing Address for Business (PO Box, Street Name, Suite #)	City	State	Zip Code
5651 HIGHWAY 90 STE B	THEODORE	AL	36582

Primary Business Activity at this location	If Location Transfer, Previous Street Address and Zip Code
LOUNGE/BAR	N/A

Business Contact Person Information

Name	Title	Phone	Email
LARRY W JOHNSON	OWNER ☐ POA		LATAVERN01@GMAIL.COM

If TRANSFER of license, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you own or rent/lease the property? **RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED**

Property Owner Name	Prop Owner Phone	Property Owner Email
CHRISTINA JOHNSTON	[redacted]	CMJOHNSTON3@AOL.COM

Property Owner Address	City	State	Zip Code
108 EAST I-65 SERVICE ROAD	MOBILE	AL	36607

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	License Covers
4,000	96	YES	NO	SHOPPING CENTER	PORTION OF

Do the premises have a fully equipped and operational kitchen? **NO**

Is the business used to habitually and principally provide food to the public? **NO**

Is the business equipped with services and facilities for on premises consumption? **YES**

Will the business be operated primarily as a package store? **NO**

L. J.

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers — Copy of Driver's License Must Be Provided for each Person

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
JOHNSON, LARRY WAYNE	OWNER		
Home Street Address	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
NO			

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
N/A			
Home Street Address	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)

Power of Attorney (POA) Information — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title	Date of Birth	Drivers License (State, Number)	
N/A				
Home Street Address	**City**	**State**	**Zip Code**	**Phone Number**

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? **NO**

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? **NO**

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? **YES**

L. J.

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

L.J. **The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.**

L.J **The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time.**

L.J **The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.**

L.J **The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.**

L.J **Applicant for the Alcoholic Beverage license, requested by the foregoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated herein, the applicant is the only person interested in the business for which license is requested.**

L.J **In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.**

Owner/Applicant Printed Name	Date
Larry W. Johnson	2-14-24
Owner/Applicant Signature	**Title**
Larry Johnson	Owner

Sworn to and subscribed before me this 14th day of FEBRUARY 20 24 .

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
R SHAWN SKINNER	R Shawn Skinner	November 19, 2025

Notary Stamp

Signature Page

CITY OF MOBILE

REVENUE DEPARTMENT

February 14, 2024

LA TAVERN LLC

5651 90 WEST

UNIT B

THEODORE, AL 36582 USA

ACCOUNT NUMBER: 126540 TERRITORY 4

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1732470	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.0	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

02/14/2024 11:48AM SAVALIA G
038574-0002

BUSINESS LICENSE
LA TAVERN LLC
126540
2024 Item: 1732470
ALCOHOL APPLICATION FEE $50.00

$50.00

Subtotal **$50.00**
TP CC FEE $2.50
Total **$52.50**

REVENUE CC $52.50
**********6629
Ref=10c901cf-7f7f-4f05-8749-838f81c1e851
Auth=085533

Change due **$0.00**

Paid by: JOHNSON/ LARRY

Thank you for your payment

CUSTOMER COPY

This confirms that you have authorized Tyler Technologies to collect a service fee to complete this transaction. If you have any questions regarding this fee, contact Tyler Technologies' customer service department at TPCustomerService@TylerTech.com for assistance.

Tyler Technologies, Inc

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240205084435704

Type License: 010 - LOUNGE RETAIL LIQUOR - CLASS I **State:** $300.00 **County:** $300.00

Type License: **State:** **County:**

Trade Name: LA TAVERN **Filing Fee:** $50.00

Applicant: LA TAVERN LLC **Transfer Fee:**

Location Address: 5651 HIGHWAY 90 STE B THEODORE, AL 36582

Mailing Address: 6292 WOODSIDE DR N THEODORE, AL 36582

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 001-025-418

Do you sell Draft Beer?:

Date Incorporated: 06/16/2022 **State incorporated:** AL **County Incorporated:** MADISON

Date of Authority: 06/16/2022

Federal Tax ID: 88-2868150 **Alabama State Sales Tax ID:** R011532884

Name:	Title:	Date and Place of Birth:	Residence Address:
LARRY WAYNE JOHNSON	MEMBER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: LARRY JOHNSON
Business Phone: 251-635-5713
Fax:

Home Phone: 251-635-5713
Cell Phone: 251-635-5713
E-mail: LATAVERN01@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20240205084435704

: applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: PLEZENT PROPERTIES LLC 251-648-9753
What is lessors primary business? COCKRELLS BODY SHOP
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 4000 Display Square Footage:
Building seating capacity: 96 Does Licensed premises include a patio area? NO
License Structure: SHOPPING CENTER License covers: OTHER
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20240205084435704

Initial each — **Signature page**

L.J — In reference to law violations, I attest to the truthfulness of the responses given within the application.

L.J. — In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

L.J. — In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

XX — In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

L.J. — In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

XX — In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

L.J. — In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

L.J. — The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

L.J. — I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Larry Johnson

Signature of Applicant: Larry Johnson

Notary Name (print):

Notary Signature:

SANDY DURHAM
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires Sept. 17, 2025

Commission expires:

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20240205084435704

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

Private Club

Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations

License Covers: SUITE B

KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY
201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
334.676.6000 | WWW.ALEA.GOV

HAL TAYLOR
SECRETARY

January 31st, 2024

Dear Mr. Johnson,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-353-4340 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation
Thirteen

xxxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxxx
TCN
NAME:JOHNSON,LARRY WAYNE
SOC
ABI RESULT:NON-IDENT
SID:

CERTIFIED COPY
OF ALEA DOCUMENT

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	JOHNSON, LARRY WAYNE		
Address:		**Nick Name:**	
Phone:			
Race:	WHITE	**DOB:**	
Sex:	M	**Age:**	51
Weight:	190	**Eyes:**	BLUE
Height:	5'06"	**Facial:**	
Hair:	BROWN	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**DL #**	**DL Type:** DM	**SSN:**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:

NO RECORD

CHECKED BY: [signature]

DATE: 02-08-2023

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the *Code of Alabama 1975*, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with *Code of Alabama*, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

   LA Tavern LLC

2. **A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.**

3. The name of the registered agent (only one agent): United States Corporation Agents, Inc.

   Street (**no PO Boxes**) address of registered office (must be located in Alabama):

   600 Boulevard South SW, Suite 104J Huntsville, AL 35802

   *COUNTY of above address: MADISON

   Mailing address in Alabama of registered office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama
Sec. Of State

001-025-418 DLL

Date	06/16/2022
Time	11:15:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check **only** if the type applies to the Limited Liability Company being formed:

   ○ Series LLC complying with Title 10A, Chapter 5A, Article 11

   ○ Professional LLC complying with Title 10A, Chapter 5A, Article 8

   ○ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
   The undersigned specify 6 / 16 / 2022 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 11 : 15 ◉ AM or ○ PM. (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

6 / 16 / 2022
Date (MM/DD/YYYY)

Cheyenne Moseley
Signature as required by 10A-5A-2.04

Assistant Secretary
Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

Additional Details

Organizers

Organizer	Street Address	Mailing Address
Legalzoom.com, Inc.	[redacted]	[redacted]

List of Current Member

The following individual is the only member of: L.A. Tavern LLC

NAME: Larry Wayne Johnson TITLE: Member

Larry Wayne Johnson
PRINTED NAME OF MEMBER

Larry Wayne Johnson
SIGNATURE OF MEMBER

1-30-2024
DATE

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

LA Tavern LLC

This name reservation is for the exclusive use of Legalzoom.com, 9900 Spectrum Dr. , Austin, TX 78717-null for a period of one year beginning June 16, 2022 and expiring June 16, 2023

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

June 16, 2022

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES029345

Limited Liability Company Agreement

LA Tavern LLC,
an Alabama Limited Liability Company

THIS LIMITED LIABILITY COMPANY AGREEMENT of LA Tavern LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

A. The Members have formed the Company as an Alabama limited liability company under the Alabama Limited Liability Company Law of 2014. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Alabama. The Members hereby adopt and approve the articles of organization of the Company filed with the Judge of Probate in the county where the Company is located and the Alabama Secretary of State.

B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Alabama Limited Liability Company Law of 2014.

"Agreement" means this Limited Liability Company Agreement of the Company, as may be amended from time to time.

"Capital Account" means, with respect to any Member, an account consisting of such Member's Capital Contribution, (1) increased by such Member's allocated share of income and gain, (2) decreased by such Member's share of losses and deductions, (3) decreased by any distributions made by the Company to such Member, and (4) otherwise adjusted as required in accordance with applicable tax laws.

"Capital Contribution" means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

"Exhibit" means a document attached to this Agreement labeled as "Exhibit A," "Exhibit B," and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

"Manager" means each Person who has authority to manage the business and affairs of the Company pursuant to this Agreement; such Persons are listed on Exhibit B, as may be updated from time to time according to the terms of this Agreement. A Manager may be, but is not required to be, a Member.

"Member" means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

"Membership Interest" means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Alabama Limited Liability Company Law of 2014, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

"Ownership Interest" means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

"Percentage Interest" means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or

B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:

(1) the number of Units owned by the Member (expressed as "MU" in the equation below) divided by

(2) the total number of Units owned by all of the Members of the Company (expressed as "TU" in the equation below).

$$\text{Percentage Interest} = \frac{MU}{TU}$$

"Person" means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

"Units" mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

2.1 **Initial Capital Contributions.** The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member's name on Exhibit A to become a Member of the Company.

2.2 **Subsequent Capital Contributions.** Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are unanimously agreed by all the Members in a consent in writing, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member's respective Percentage Interest or as otherwise unanimously agreed by the Members.

2.3 **Additional Members.**

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Managers deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

2.4 **Capital Accounts.** Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

2.5 **Interest.** No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

2.6 **Limited Liability; No Authority.** A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Alabama Limited Liability Company Law of 2014. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 **Allocations.** Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

3.2 **Distributions.** The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Managers in accordance with the Alabama Limited Liability Company Law of 2014.

3.3 **Limitations on Distributions.** The Company must not make a distribution to a Member if, after giving effect to the distribution:

A. The Company would be unable to pay its debts as they become due in the usual course of business; or

B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

ARTICLE 4: MANAGEMENT

4.1 Management.

A. **Generally.** Subject to the terms of this Agreement and the Alabama Limited Liability Company Law of 2014, the business and affairs of the Company will be managed by the Board of Managers, as further described below. The initial Managers will be the Persons named in the Company's articles of organization filed with the Alabama Secretary of State. The Managers will act under the direction of the Members and may be elected or removed at any time, for any reason or no reason, by the Members holding a majority of the Voting Interest of the Company. Exhibit B must be amended to reflect any changes in Managers.

B. **Approval and Action.** Unless greater or other authorization is required pursuant to this Agreement or under the Alabama Limited Liability Company Law of 2014 for the Company to engage in an activity or transaction, all activities or transactions must be approved by a majority of Managers, to constitute the act of the Company or serve to bind the Company, but if the Managers cannot reach a majority vote, the dispute will be submitted to the Members to be resolved by the affirmative vote of the Members holding at least a majority of the Voting Interest of the Company. With such approval, the signature of any Managers authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved. Without such approval, no Managers acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

C. **Certain Decisions Requiring Greater Authorization.** Notwithstanding clause B above, the following matters require unanimous approval of the Members in a consent in writing to constitute an act of the Company:

(i) A material change in the purposes or the nature of the Company's business;

(ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;

(iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and

(iv) The amendment of this Agreement.

4.2 **Meetings of Managers.** Regular meetings of the Managers are not required but may be held at such time and place as the Managers deem necessary or desirable for the reasonable management of the Company. Meetings may take place in person, by conference call, or by any other means permitted under the Alabama Limited Liability Company Law of 2014. In addition, Company actions requiring a vote may be carried out without a meeting if all of the Managers consent in writing to approve the action.

4.3 **Officers.** The Managers are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Managers determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Managers; or (b) the officer is dismissed or terminated by the Managers, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Managers, and may be terminated, at any time and for any reason, by the Managers.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 **Accounts.** The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.

5.2 **Records.** The Managers will keep or cause the Company to keep the following business records.

(i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;

(ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;

(iii) A copy of the articles of organization of the Company, as may be amended from time to time ("Articles of Organization"); and

(iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

5.3 **Income Tax Returns.** Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

5.4 **Subchapter S Election.** The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

5.5 **Tax Matters Member.** Anytime the Company is required to designate or select a tax matters partner or partnership representative, pursuant to Section 6223 of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner or partnership representative of the Company and keep such designation in effect at all times.

5.6 **Banking.** All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Managers are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

ARTICLE 6: MEMBERSHIP – VOTING AND MEETINGS

6.1 **Members and Voting Rights.** The Members have the right and power to vote on all matters with respect to which the Articles of Organization, this Agreement, or the Alabama Limited Liability Company Law of 2014 requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the

Alabama Limited Liability Company Law of 2014, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action of the members.

6.2 **Meetings of Members.** Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. Meetings may be called by any Member or Members, holding 10% or more of the Membership Interests, for the purpose of addressing any matters on which the Members may vote. A written notice setting forth the date, time, and location of a meeting must be sent at least ten (10) days but no more than sixty (60) days before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Alabama Limited Liability Company Law of 2014. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Alabama Limited Liability Company Law of 2014, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 **Withdrawal.** Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

7.2 **Restrictions on Transfer; Admission of Transferee.** A Member may transfer Membership Interests to any other Person without the consent of any other Member. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

ARTICLE 8: DISSOLUTION

8.1 **Dissolution.** The Company will be dissolved upon the first to occur of the following events:

(i) The unanimous agreement of all Members in a consent in writing to dissolve the Company;

(ii) Entry of a decree of judicial dissolution under Section 10-12-38 of the Alabama Limited Liability Company Act;

(iii) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;

(iv) The sale or transfer of all or substantially all of the Company's assets;

(v) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.

8.2 **No Automatic Dissolution Upon Certain Events.** Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

ARTICLE 9: INDEMNIFICATION

9.1 **Indemnification.** The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, Manager, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director,

Manager, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Alabama law. "Proceeding," as used in this Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

9.2 **Mandatory.** The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Alabama law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

9.3 **Expenses Paid by the Company Prior to Final Disposition.** Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification) or a majority of the Managers that are not seeking indemnification, as the case may be. Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

ARTICLE 10: GENERAL PROVISIONS

10.1 **Notice.** (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its

notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.

10.2 **Entire Agreement; Amendment.** This Agreement along with the Articles of Organization (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Alabama Limited Liability Company Law of 2014. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Alabama Limited Liability Company Law of 2014.

10.3 **Governing Law; Severability.** This Agreement will be construed and enforced in accordance with the laws of the state of Alabama. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

10.4 **Further Action.** Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

10.5 **No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

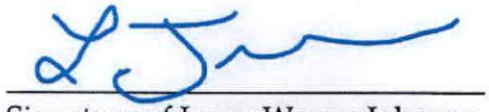
10.6 **Incorporation by Reference.** The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

10.7 **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

[Remainder Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Limited Liability Company Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: 01/22/2023



Signature of Larry Wayne Johnson
A limited liability company

EXHIBIT A
MEMBERS

The Members of the Company and their respective addresses, Capital Contributions, and Ownership Interests are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

Members	**Capital Contribution**	**Percentage Interest**
Larry Wayne Johnson Address: 5651 US Hwy. #90 Theodore, Alabama 36582		100%

EXHIBIT B
MANAGERS

Manager(s) of the Company are set forth below.

Leann Marie Neilson

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 06-20-2022

Employer Identification Number:
88-2868150

Form: SS-4

Number of this notice: CP 575 A

LA TAVERN LLC
LARRY WAYNE JOHNSON SOLE MBR
5651 US HWY 90
THEODORE, AL 36582

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-2868150. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 940	01/31/2023
Form 944	01/31/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:
If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

2024

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

LA TAVERN LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011532884	01/1/2024	12/31/2024

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.

THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA DEPARTMENT OF REVENUE

Derrick Coleman

Deputy Commissioner

NAICS CODE: 722410

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

5651 HIGHWAY 90 STE B THEODORE AL 36582-1683

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

Ownership Type	Company Name

The above described property is ☐ Owned ☒ Leased to/by Larry Johnson

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 23 day of January 2024

Notary Printed Name	Notary Signature
Melissa Norris	Melissa G Norris

Notary Public | Alabama State at Large
Melissa Norris
Expires 4/14/2026

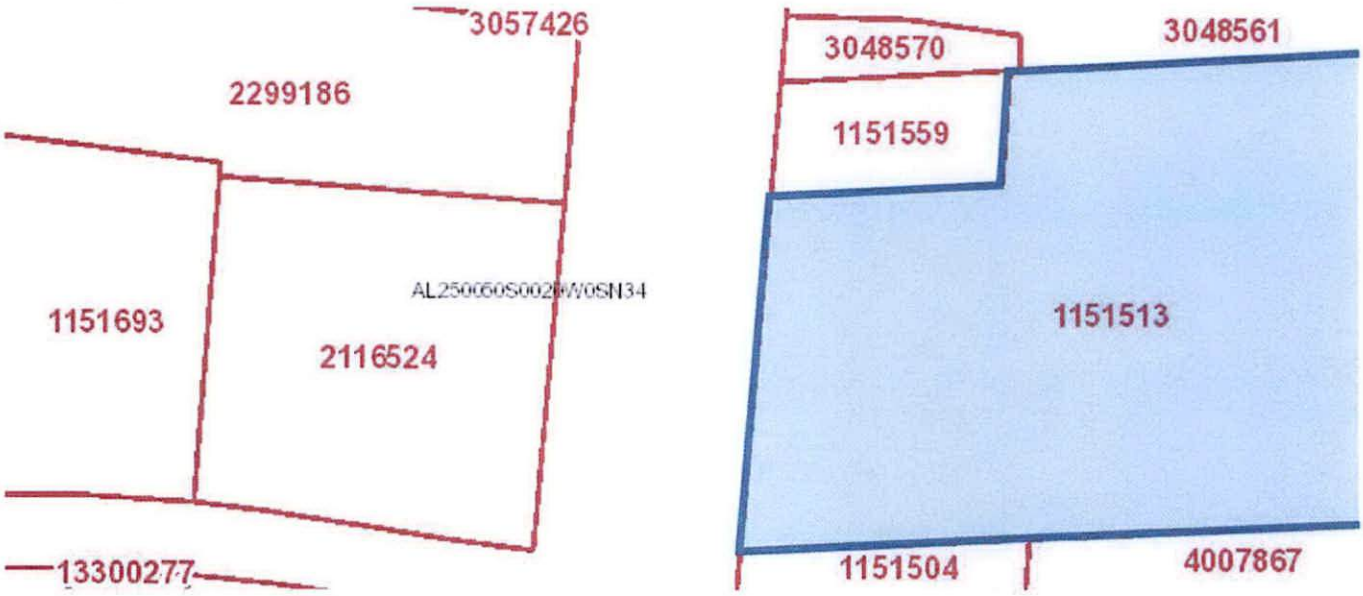
Notary Stamp

Owner of Property (Print Name)	Applicant Name (Print Name)
Christie Johnston	Larry Johnson
Owner of Property (Signature)	Applicant Name (Signature)
Christie Johnston	
Street Address	
5651 Hwy 90 B-3 Theodore AL	
City, State, Zip	
1/23/24	2-14-24
Date Agreement Signed	Date Agreement Signed

Mobile County Property Search

Key Number: 1151513 For Year 2023

Map



Property Details

Account	
Key Number:	1151513
Legal Description:	LOT 1 RESUB OF LOT 31 & POR OF LOT 32 CAROL PLANTATION UNIT 1 MBK 97/115 #SEC 34 T5S R2W #MP33 08 34 2 000
Parcel Number:	3308342000007XXX
Type:	Real
Property Class:	2
Location	
Address:	5651 HIGHWAY 90 W THEODORE, AL 36582
Owner	
Name:	PLEZANT PROPERTIES INC
Mailing Address:	108 E I65 SERVICE RD N MOBILE , AL 36607-2501
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Information for address:
5651 USHY 90 W

- **Parcel Information:**

Key / ID:
01151513 / R023308342000007.000
Owner:
Plezant Properties Inc
108 E I65 Service Rd N

Mobile, Al 36607

Subdivision:

- **Jurisdiction:**
City of Mobile

- **Neighborhood Renewal District:**

- **Revenue District:**
4

- **Township/Range/Section:**
5s2w34

- **Tract Census 2010:**
007000

- **Zipcode:**
Theodore

- **Historic District:**
N/A

- **XY Location(NAD83 State Plane Al West 102 Ft):**
X: 1757362.765
Y: 207573.433

- **Zoning:**
Check zoning on Planning & Zoning

Services:

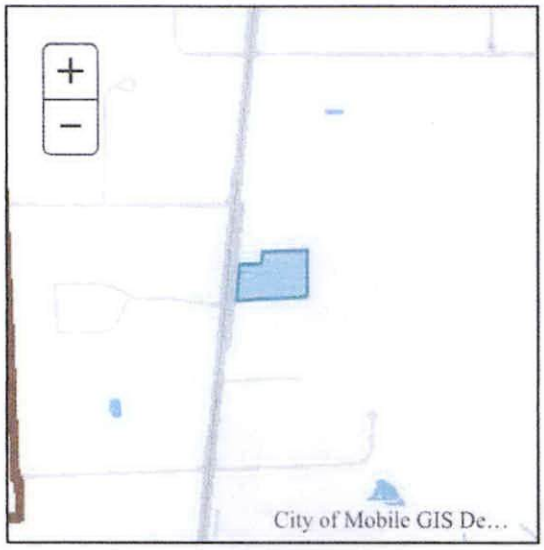
- **Fire District:**
Fire Station 7 Seelhorst

- **Garbage Pickup Day:**
Friday-West - Route Theo

- **Police Precinct / Beat:**
Precinct - 2 / Beat - 24a

- **Trash Pickup Day/ Unit:**
Wednesday South - biweekly / Td-9

- **Community Action Group:**
N/A



Political:

- **City Council District:**
4 - Ben Reynolds

- **County Commissioner District:** 3

- **State House District:** 104

- **State Senate District:** 35

School:

- **Elementary School District:**
Burroughs

- **High School District:**
Theodore

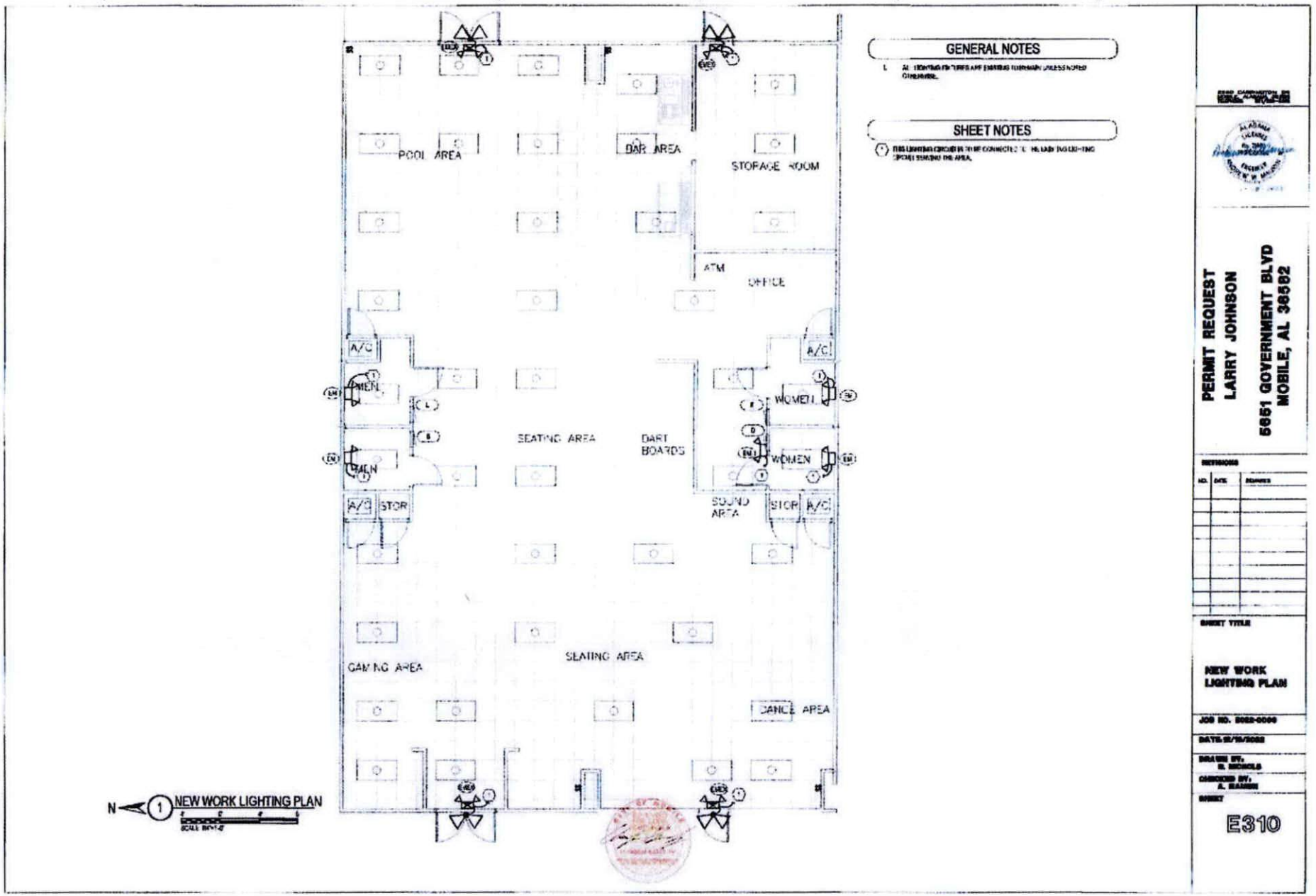
- **Middle School District:**
Hankins

- **School Board District:** 2

Flooding Information:

- **Flood Zone:**
Check flood zone on City Map

Disclaimer: This document is not a legal document. The information and map shown on this document was compiled from various sources and subject to constant revision. This document/map should not be used to determine the relationship of various facilities to property lines, streets, buildings, etc. This is an advisory tool and is intended to be used for general public inquiry only.



GENERAL NOTES

1. ALL LIGHTING FIXTURES ARE EXISTING TO REMAIN UNLESS NOTED OTHERWISE.

SHEET NOTES

1. THIS LIGHTING CIRCUIT IS TO BE CONNECTED TO RELAND INCLUDING SPOKE SURROUND AREA.

PERMIT REQUEST
LARRY JOHNSON
5661 GOVERNMENT BLVD
MOBILE, AL 36582

NO.	DATE	REMARKS

SHEET TITLE

NEW WORK LIGHTING PLAN

JOB NO. 2022-0000

DATE: 12/15/2022

DRAWN BY: B. NICHOLS

CHECKED BY: A. HANSEN

SHEET

E310

APPLICABLE CODE

[illegible] SPECIAL OCCUPANCIES, BY SPECIAL PERMISSION, ADDITIONAL SERVICES SHALL BE PERMITTED FOR EITHER OF THE FOLLOWING:

1. MULTIPLE-OCCUPANCY BUILDINGS WHERE THERE IS NO AVAILABLE SPACE FOR SERVICE EQUIPMENT ACCESSIBLE TO ALL OCCUPANTS

2. A SINGLE BUILDING OR OTHER STRUCTURE SUFFICIENTLY LARGE TO MAKE TWO OR MORE SERVICES NECESSARY

APPLICABLE CODE

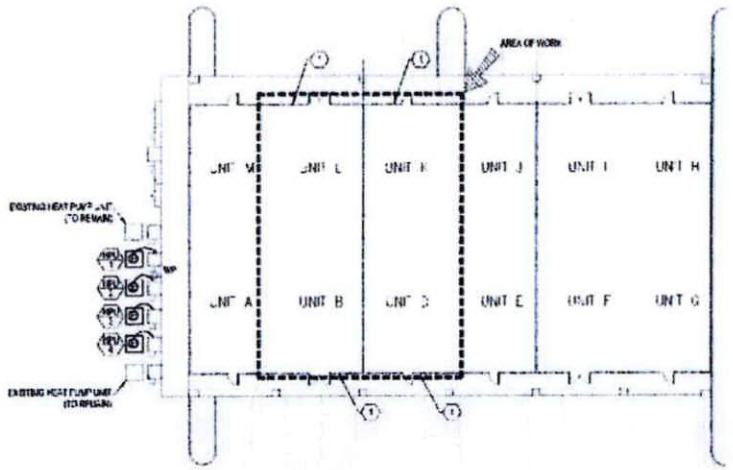
[illegible] IDENTIFICATION: WHERE A BUILDING OR STRUCTURE IS SUPPLIED BY MORE THAN ONE SERVICE, OR ANY COMBINATION OF BRANCH CIRCUITS, FEEDERS, AND SERVICES, A PERMANENT PLAQUE OR DIRECTORY SHALL BE INSTALLED AT EACH SERVICE DISCONNECT LOCATION DENOTING ALL OTHER SERVICES, FEEDERS, AND BRANCH CIRCUITS SUPPLYING THAT BUILDING OR STRUCTURE AND THE AREA SERVED BY EACH.

GENERAL NOTES

1. ALL HEAT PUMP UNITS ARE EXISTING TO REMAIN UNLESS NOTED OTHERWISE. THE LABELING OF "PB REPLACEMENT HEAT PUMP" IS TO BE COORDINATED WITH THE SERVING PANEL. A HEAT PUMP FED BY PANEL B IS HPU-B, A HEAT PUMP FED BY PANEL D IS HPU-D, ETC. THE NEW HEAT PUMPS ARE TO REPLACE THE ABSENT HEAT PUMPS.

SHEET NOTES

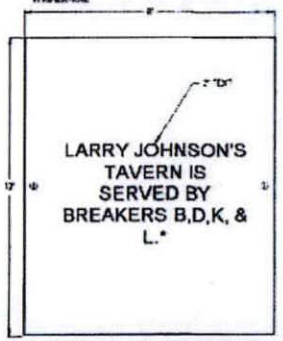
1. THE LARRY JOHNSON'S TAVERN DECAL IS TO BE AFFIXED TO THE FRONT AND BACK ENTRANCE AND EXIT OF LARRY JOHNSON'S TAVERN BY THE ELECTRICAL CONTRACTOR. THE DECAL IS TO BE SECURED TO THE GLASS PANE TO THE IMMEDIATE RIGHT OF THE DOOR IN THE CENTER OF THE GLASS PANE IF APP.



1 NEW WORK SITE PLAN

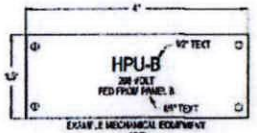
NOTE: THE FRONT AND BACK ENTRANCE AND EXIT OF LARRY JOHNSON'S TAVERN ARE TO BE MARKED WITH THE FOLLOWING LABEL.

IF ELECTRICAL CONTRACTOR IS TO BE EMPLOYED BY LARRY JOHNSON'S TAVERN IS SERVED BY BREAKERS B,D,K, & L. THE ELECTRICAL CONTRACTOR IS TO PRINT THE BREAKERS LISTED IN THE DETAIL AS NECESSARY AT THE FIELD VERIFICATION.



ENGRAVED PLASTIC TAG WITH 2" HIGH WHITE LETTERS ON RED BACKGROUND. TAG SHALL HAVE ALL EDGES BEVELED AND SMOOTH. SECURE TAG WITH 4 CHROME STAINLESS STEEL FOR WET OR DAMP LOCATIONS SCREWS, ADHESIVE BACKING TAPE, ETC IS NOT ALLOWED. TAG SHALL BE SIZED AS REQUIRED TO FIT APPROPRIATE TEXT.

2 LARRY JOHNSON TAVERN LABEL
NOT TO SCALE



EXAMPLE MECHANICAL EQUIPMENT LABEL

ENGRAVED PLASTIC TAG WITH BLACK LETTERS ON WHITE BACKGROUND (RED BACKGROUND FOR EMERGENCY EQUIPMENT). TAG SHALL HAVE ALL EDGES BEVELED AND SMOOTH. SECURE TAG WITH 4 CHROME STAINLESS STEEL FOR WET OR DAMP LOCATIONS SCREWS, ADHESIVE BACKING TAPE, ETC IS NOT ALLOWED. DIMENSIONS ARE MINIMUM. TAG SHALL BE SIZED AS REQUIRED TO FIT APPROPRIATE TEXT.

3 TYPICAL EQUIPMENT LABELING DETAIL
NOT TO SCALE

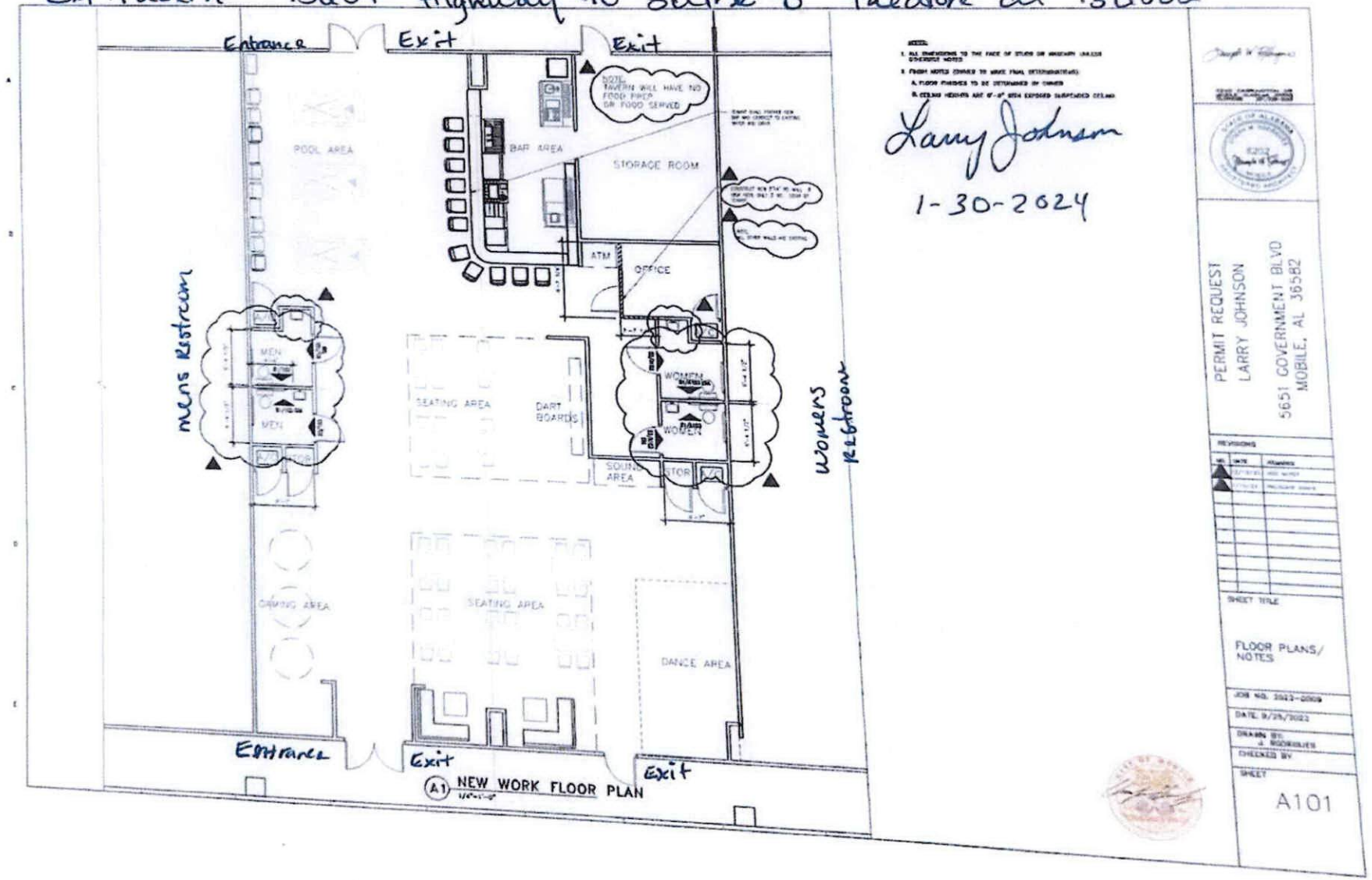
PERMIT REQUEST
LARRY JOHNSON
5661 GOVERNMENT BLVD
MOBILE, AL 36582

REVISIONS
NO. DATE REMARKS

SHEET TITLE
NEW WORK SITE PLAN

JOB NO. 2022-0009
DATE: 09/09/2022
DRAWN BY: G. NICHOLS
CHECKED BY: A. BARRON
SHEET
E300

LA Tavern :5651 Highway 90 Suite B Theodore al .36582



REAL ESTATE LEASE

This Lease Agreement (this "Lease") is dated July 01, 2023, by and between Plezent Properties, Inc. ("Landlord"), and LA Tavern, LLC. ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant a 4000 square foot office building in Johnston Square Shopping Center Suites BCJK (the "Premises") located at 5651 HWY 90 Suite B Theodore, Alabama 36582.

TERM. The lease term will begin on July 01, 2023 and will terminate on July 01, 2028. It is understood that either party must provide written notification to the other thirty (30) days in advance of intent to vacate the Premises. Termination must occur at the end of the calendar month. Upon vacating the Premises, Tenant hereby agrees to return same in as good repair and "Broom Cleaned" condition as of the commencement date of the Lease, acceptable to Landlord 's designated representative.

TRIPLE NET LEASE. This Lease is what is commonly referred to as a "Triple Net Lease", it being the intention of the parties that Landlord shall not have any responsibility of any kind or nature whatsoever to maintain, repair, improve, alter or in any way incur any expense in connection with the Property, and that the rent and any other payments to be made by Tenant to or on behalf of Landlord under the terms hereof, are to be free and clear of any impositions, expenses or setoffs of any kind or nature whatsoever, including without limitation, any taxes, charges or expenses in connection with the ownership, maintenance, repair and operation of the Property, all such expenses, charges and taxes to be paid by Tenant as provided herein.

Tenant shall pay for all light, power, telephone and other utilities and services supplied to the Premises, together with any taxes thereon and a proportionate share of real property taxes. If any such services are not separately metered to Tenant, Tenant shall pay a reasonable, proportionate share as determined by Landlord of all charges jointly metered with other Premises.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of $3,400.00, payable on the first day of each month. Lease payments shall be made to the Landlord (Plezent Proprties) at 108 East Interstate 65 Service Road North, Mobile, Alabama 36607, which address may be changed from time to time by the Landlord.

ESTIMATED PAYMENTS. Tenant shall be notified by Landlord of Estimated Payments for taxes. The Estimated Payments shall be paid by Tenant together with rent, on the first day of each month throughout the term or taxes can be paid in full by December 01, 2022. The Estimated Payments may be increased or decreased by Landlord upon written notice to Tenant based upon statements received or charges incurred by Landlord, information available to Landlord as to the probable cost of expected charges and expenses, or the reasonable estimate of Landlord as to the probable amount of expected charges or expenses. Landlord shall be entitled to retain the monies received from such payments in its general fund pending payment of all such costs and charges. No more frequently than once each calendar quarter, the actual costs shall be determined by Landlord, and Tenant shall remit to Landlord on demand its unpaid pro rata share of the actual expense. In the event Tenant paid more than the actual expenses for such period of time, Landlord shall apply such overpayment towards the next Estimated Payments owing by Tenant. At the termination of this Lease, an accounting for such charges and expenses shall be made to the nearest practical accounting period, and Tenant shall pay to Landlord any balance due, or the Landlord shall refund to Tenant any excess amount paid.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the Premises only for Bar and Pub The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

ALTERATIONS. Tenant covenants and agrees that all Alterations constructed on the Property or work performed or caused to be performed by Tenant shall be in full compliance with all laws, rules, orders, ordinances, directions, codes, regulations and requirements of all governmental agencies, offices, departments, bureaus and boards having jurisdiction over the Property. Tenant shall provide Landlord with at least 30 days notice prior to having any construction materials delivered to the Property or commencing construction of any improvements, and shall reasonably cooperate with Landlord in the posting of a notice of non-responsibility.

COST OF ALTERATIONS. Tenant shall pay all costs of constructing any such Alterations approved by Landlord including but not limited to fees and costs charged by architects, engineers, the general contractor, subcontractors, and laborers and material men, and shall not permit any mechanic's or materialmen's lien to be filed against the Property in connection therewith.

PROPERTY INSURANCE. Tenant shall maintain casualty property insurance on the Premises and all improvements against loss or damage by fire and lightning and against loss or damage by other risks in an amount not less than $200,000.00. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. All insurance proceeds payable by the occurrence of any covered loss shall be payable to Landlord, and Tenant shall have no right or claim to any such insurance proceeds payable with respect to the Improvements, excluding, however, any such proceeds that may be payable with respect to Tenant's personal property or trade fixtures.

Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

LIABILITY INSURANCE. Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least $200,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

RENEWAL TERMS. This Lease shall automatically renew for an additional period of one year per renewal term, unless either party gives written notice of termination no later than 60 days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease.

MAINTENANCE. Tenant shall have the responsibility to maintain the Premises in good repair at all times during the term of this Lease.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services incurred in connection with the Premises.

Tenant acknowledges that Landlord has fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay to Landlord (if any), other than those to be paid directly to the third-party provider.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Tenant shall pay all real estate taxes and assessments which are assessed against the Premises during the time of this Lease. Real Property Taxes" shall include any form of assessment, license, fee, rent, tax, levy, penalty or tax imposed by any authority having the direct or indirect power to tax, including any improvement district, as against any legal or equitable interest of Landlord in the Premises or as against Landlord 's business of renting the Premises. Tenant 's share of Real Property Taxes shall be equitably prorated to cover only the period of time within the fiscal tax year during which this Lease is in effect. With respect to any assessments which may be levied against or upon the Premises, and which may be paid in annual installments, only the amount of such annual installments (with appropriate proration for any partial year) and interest due thereon shall be included within the computation of the annual Real Property Taxes. Landlord represents that, to the best of his knowledge, there are no assessment or improvement districts being planned which would affect the Premises other than as in effect as of the date of this Lease.

PERSONAL TAXES. Tenant shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and /or use taxes (if any) that may be due in connection with lease payments. Accordingly, Tenant shall pay before delinquency all taxes levied or assessed on Tenant 's fixtures, improvements, furnishings, merchandise, equipment and personal property in and on the Premises, whether or not affixed to the real property. If Tenant in good faith contests the validity of any such personal property taxes, then Tenant shall at its sole expense defend itself and Landlord against the same and shall pay and satisfy any adverse determination or judgment that may be rendered thereon and shall furnish Landlord with a surety bond satisfactory to Landlord in an amount equal to 150% of such contested taxes. Tenant shall indemnify Landlord against liability for any such taxes and/or any liens placed on the Premises in connection with such taxes. If at any time after any tax or assessment has become due or payable Tenant or its legal representative neglects to pay such tax or assessment, Landlord shall be entitled, but not obligated, to pay the same at any time thereafter and such amount so paid by Landlord shall be repaid by Tenant to Landlord with Tenant 's next rent installment together with interest at the highest rate allowable by law.

TERMINATION CLAUSE. Tenant may, upon 30 days' written notice to Landlord, terminate this lease provided that the Tenant pays a termination charge equal to 1 months' rent or the maximum allowable by law, whichever is less. Termination will be effective as of the last day of the calendar month following the end of the 30 day notice period. Termination charge will be in addition to all rent due up to the termination day.

MILITARY TERMINATION CLAUSE. In the event, the Tenant is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant shall also provide to the Landlord a copy of the official orders or a letter signed by the tenant's commanding officer, reflecting the change, which warrants termination under this clause. The Tenant will pay prorated rent for any days (he/she) occupy the dwelling past the first day of the month. Any security deposit will be promptly returned to the tenant, provided there are no damages to the premises.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

LATE PAYMENTS. For any payment that is not paid within 5 days after its due date, Tenant shall pay a late fee of $50.00.

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the normal payment rate set forth in the Renewal Terms paragraph.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged $50.00 for each check that is returned to Landlord for lack of sufficient funds.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord. However, Tenant shall be entitled to use and store only those Hazardous Materials, that are

necessary for Tenant 's business, provided that such usage and storage is in full compliance with all applicable local, state and federal statutes, orders, ordinances, rules and regulations (as interpreted by judicial and administrative decisions). Tenant shall not keep or store on the Premises chemicals in quantities, amounts, concentrations or type which are in excess of those permitted by local, state or federal laws, regulations or ordinances.

Tenant shall give to Landlord immediate verbal and follow-up written notice of any spills, releases or discharges of Hazardous Materials on the Premises, or in any common areas or parking lots (if not considered part of the Premises), caused by the acts or omissions of Tenant, or its agents, employees, representatives, invitees, licensees, subtenants, customers or contractors. Tenant covenants to investigate, clean up and otherwise remediate any spill, release or discharge of Hazardous Materials caused by the acts or omissions of Tenant, or its agents, employees, representatives, invitees, licensees, subtenants, customers or contractors at Tenant 's cost and expense; such investigation, clean up and remediation to be performed after Tenant has obtained Landlord 's written consent, which shall not be unreasonably withheld; provided, however, that Tenant shall be entitled to respond immediately to an emergency without first obtaining Landlord 's written consent. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings and costs (including, but not limited to, attorneys' and consultant fees) arising from or related to the use, presence, transportation, storage, disposal, spill, release or discharge of Hazardous Materials on or about the Premises caused by the acts or omissions of Tenant, its agents, employees, representatives, invitees, licensees, subtenants, customers or contractors. Tenant shall not be entitled to install any tanks under, on or about the Premises for the storage of Hazardous Materials without the express written consent of Landlord, which may be given or withheld in Landlords sole discretion.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature..

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

OTHER. Tenant will pay First and Second months rent upfront in the amount $6800.00, nonrefundable if tenant cannot obtain required licenses and the lease is terminated. If licenses cannot be obtained the lease will be terminated without penalty. If for any reason there is any criminal mischief or disorderly conduct that requires the law to become involved tenant will be responsible for damages caused and landlord will have

the right to terminate lease if problems persist. Tenant will be responsible for power for Suites B,C,J,K . power is currently off to building, building will have to be inspected and deposits made to reinstate power. Water and sewage is provided by landlord which is currently working. This is a Triple net lease, taxes for Suites B,C,J,K, are $4200.00 a year for the 4000 square payable by the tenant no later than December 01, 2022. $2100.00 will be do December 1, 2022 for 6 months of taxes for 2022. Landlord will be responsible for construction of divider walls, install ceiling tiles, lower sprinkler heads, removal of wall upfront and install door to inside storage area, remove small wall near restroom. Tenant will be responsible for any other upgrades made to building, construction of bar area and drains. Upgrades and deposits made are nonrefundable if proper licenses cannot be obtained and lease is terminated. First and Second months rent will be paid upfront next rent will be due August 1, 2022 and on the First of each fallowing months until lease is terminated.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Alabama.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

SIGNATURES AND NOTICE. This Lease shall be signed by the following parties. No notice under this Lease shall be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the parties below:

LANDLORD:

Plezant Properties, Inc.
Owner
5651 Hwy 90 Bldg 4
Theodore, AL 36582

TENANT:

LA Tavern, LLC.

LANDLORD:
Plezant Properties. Inc.

By: _____ Date: 1/30/24

Christina Murphey Johnston
Owner of Plezant Properties, Inc.

TENANT:
LA Tavern, LLC.

By: _____ Date: 1-30-2024

Larry Wayne Johnson
Owner of LA Tavern, LLC.

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☑ Limited Liability Company (LLC) ☐ Corporation	☑ New Business ☐ New Owner ☐ Location Change	☑ No ☐ Yes Relocation Date	☐ Convenience/Grocery Store ☐ Hotel ☒ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other

License Type Applied for with AL ABC Board (*MUST* match with ABC Board) - check ALL that apply

☒ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor
☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises)
☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine
☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub

Legal Business Name	Trade Name (DBA)
LA Tavern LLC	LA Tavern

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
5651 Hwy 90 STE B	Theodore	AL	36582

Business Contact Person Information Name	Title	Phone	Email
Larry Johnson	Owner		LaTavernBL@gmail.com

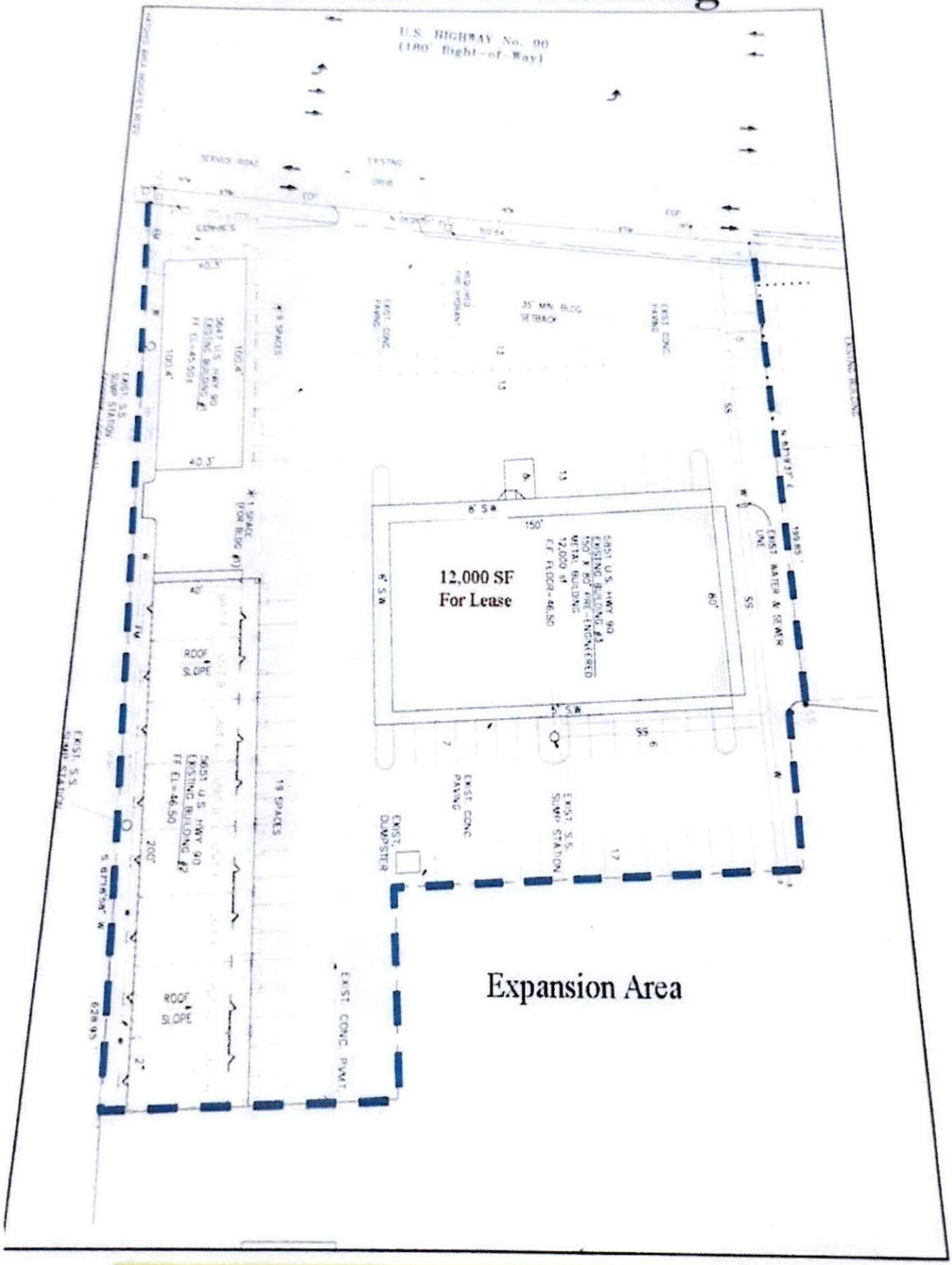
URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
4000	14+	14	✓	B-3	✓

Comments:

Print Name	Signature	Date
CALDWELL C. WHISTLER	Caldwell C Whistler	3-26-2024

Site Plan For Building



CITY OF MOBILE

BUILD MOBILE

CERTIFICATE OF OCCUPANCY

Certificate Number
10808

Date: 3/21/24

This certificate issued pursuant to the requirements of the 2012 I.B.C. certifying that at the time of issuance this structure was in compliance with the various ordinances of the City of Mobile. For the following:

Permit No: BLDC-103754-2022
ELEC-108836-2023 PLMC-129321-2024
ELEC-108837-2023
ELEC-108838-2023
ELEC-108839-2023

OCC LOAD: 104

Name of Business (Building): TAVERN

Building Address: 5651 HWY. 90 W BLDG 3 UNIT B

Owner of Building: PLEZANT PROPERTIES INC

Architect / Engineer:	JOSEPH W RODRIGUES		
Occupancy Type:	A-2	Zoning Classification:	B-3
Type of Construction:	II-B	Flood Zone:	X-UNSHADED
Fuel Gas Contrator:	N/A	Sprinkled Building:	YES
Plumbing Contractor:	PRECISION ENTERPRISES	Building Contractor :	PLEZANT PROPERTIES INC
Mechanical Contractor:	N/A	Electrical Contractor:	BAGBY & RUSSELL ELECTRIC CO INC
Building Official / Title	R. Todd McClung		Building Official

CITY OF MOBILE Building Official MOBILE ALABAMA BUILD MOBILE

AGENDA ITEM SUMMARY SHEET

Agenda of:4/9/2024

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 traffic signal video detection equipment for Airport Blvd for Traffic Engineering .
CIP Signal detection citywide.

Amount of Contract:

$77,855.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240328 Arcadis Agenda Package POs	Cover Memo	3/28/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	3/28/2024 - 2:06 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
4697	2024	(2060) TRAFFIC ENGINEERING	TRAFFIC VIDEO DETECTION SYSTEM EQUIPMENT FOR AIRPORT BLVD (AL STATE CONTRACT)	$77,855.00	(297773) ARCADIS U.S. INC

Adopted:

_____
City Clerk

Bill To	Requisition 00004697-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 1

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
03/27/24	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- STATE OF ALABAMA CONTRACT MA 999 220000000043			
001	Iteris NEXT Video Detection System NEXT Shelf Mount CCU includes: NEXT TS2SM4 CCU, 1000' reel of Cat 5 shieleded cable, SDLC cable state of alabama contract MA 999 220000000043 REF LINE 37 Vendor Item	3.00 EACH	13030.00000	39090.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E SDT08 .OPERSUPPLS. .			39090.00
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

Bill To	Requisition 00004697-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 2

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
03/27/24	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
002	NEXT WDR Cameras w/ brackets includes: NEXT WDR Camera w/ Iteris CAMBRKT4 state of alabama contract MA 999 220000000043 REF LINE 37 Vendor Item	7.00 EACH	2145.00000	15015.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E SDT08 .OPERSUPPLS. .			15015.00
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
003	NEXT Vector Multi-Sensor includes: NEXT Vector Multi-Sensor video / radar unit state of alabama MA 999 220000000043 REF LINE 37 Vendor Item	4.00 EACH	5775.00000	23100.00

Bill To	Requisition 00004697-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released 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
03/27/24	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.44020. E SDT08 .OPERSUPPLS. .			23100.00

Ship To
ELECTRICAL
854 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DIANNA LOVE

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

004	1000' Reel of Cat 5 Cable state of alabama contract MA 999 220000000043 REF LINE 196 Vendor Item	2.00 EACH	325.00000	650.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E SDT08 .OPERSUPPLS. .			650.00

Bill To	Requisition 00004697-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released 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
03/27/24	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 77855.00

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

Account			Amount	Remaining Budget
E SDT08	.OPERSUPPLS.	.	77855.00	463145.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	77855.00	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	01/29/24	JENNIFER WHITE	
Approved	02/01/24	JENNIFER WHITE	
Approved	03/06/24	JENNIFER WHITE	

Bill To	Requisition 00004697-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 5

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
03/27/24	297773				TRAFFIC ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Rejected	01/30/24	BRENDA RHODES	Should not be paid out of this		
	Approved	02/01/24	BRENDA RHODES			
	Approved	02/01/24	TIFFANY HOLLINS	Auto approved by: 910511034		
	Approved	02/01/24	RELYA MALLORY	Auto approved by: 910511034		
	Approved	03/06/24	BRENDA RHODES			
	Approved	03/06/24	TIFFANY HOLLINS	Auto approved by: 910511034		
	Approved	03/06/24	RELYA MALLORY	Auto approved by: 910511034		
	Rejected	02/02/24	SANDRA LEWIS	need bid specs		
	Unknown	03/14/24	SANDRA LEWIS			
	Rejected	03/14/24	SANDRA LEWIS	cannot match to state contract		
	Queued	03/27/24	JENNIFER WHITE	cannot match to state contract		
	Pending		BRENDA RHODES	cannot match to state contract		
	Pending		TIFFANY HOLLINS	cannot match to state contract		
	Pending		RELYA MALLORY	cannot match to state contract		
	Pending		DONALD ROSE	cannot match to state contract		
	Pending		SANDRA LEWIS	cannot match to state contract		
	Pending		STEVEN KRONINGER	cannot match to state contract		
	Pending		SAMANTHA COOLEY	cannot match to state contract		
	Pending		JOHN PAINE	cannot match to state contract		
	Pending		MICHAEL SPAFFORD	cannot match to state contract		

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

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
Expiration Date: 01/09/2023
Solicitation Number:
Award Date:
Modification Date: 01/10/22

Procurement Folder: 1378704
Procurement Type: Master Agreement
Replaces Award Document:
Replaced by Award Document:
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)

COMMODITY / SERVICE INFORMATION

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)

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

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)

COMMODITY / SERVICE INFORMATION
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

Labor & Equipment

Final

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

COMMODITY / SERVICE INFORMATION

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

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

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

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

Final

Labor & Equipment

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:4/9/2024

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 renewal of citywide Microsoft 365, Power BI, Project & Teams software subscriptions for MIT. General fund.

Amount of Contract:

$400,826.12

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240322 SHI Agenda Package POs	Cover Memo	3/22/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	3/28/2024 - 2:08 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
6855	2024	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF CITYWIDE MICROSOFT 365, POWER BI, PROJECT & TEAMS SOFTWARE SUBSCRIPTIONS FOR MIT (AL STATE CONTRACT, BID EXEMPT AS SOFTWARE)	$400,826.12	(272641) SHI INTERNATIONAL CORP

Adopted:

_____

City Clerk

Bill To	Requisition 00006855-00 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 1

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	DEIDRA STATES
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/22/24	272641	03/22/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PRICE PER STATE OF ALABAMA CONTRACT MA230000003919 AND YOUR QUOTE #24618423. YEAR 1 RENEWAL OF A 4 YEAR AGREEMENT.			
	PER STATE OF ALABAMA SOFTWARE EXEMPTION CODE 41-16-51(a)(8).			
001	O365 G1 GCC Sub Per User Microsoft - Part#: U4S-00002 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2024 - 4/30/2025 Note: EA# Net New ; See payment schedule below - Year 1	1200.00 EACH	100.32000	120384.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			120384.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEIDRA STATES			
	Deliver To MIT 651 CHURCH STREET			

Bill To	Requisition 00006855-00 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 2

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 DEIDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/22/24	272641	03/22/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36602			
002	O365 G3 GCC Sub Per User Microsoft - Part#: AAA-11894 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2024 - 4/30/2025 Note: EA# Net New ; See payment schedule below - Year 1	900.00 EACH	250.44000	225396.00
	1 1000.10.23.5000.5000.5000.0000.0000.42115.			225396.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEIDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	M365 G5 GCC Sub Per User Microsoft - Part#: AAL-45735 Contract Name: NASPO SOFTWARE VALUE ADDED	6.00 EACH	620.52000	3723.12

Bill To	Requisition 00006855-00 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 3

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	DEIDRA STATES
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/22/24	272641	03/22/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2024 - 4/30/2025 Note: EA# Net New ; See payment schedule below - Year 1			
1	1000.10.23.5000.5000.5000.0000.0000.42115.			3723.12
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEIDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
004	EOA Exchange Online GCC Sub Per User Microsoft - Part#: 4ES-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 1200 $28.68 $34,416.00 Subcontract #: MA230000003919 Coverage Term: 5/1/2024 - 4/30/2025 Note: EA# Net New ; See payment schedule below -	1200.00 EACH	28.68000	34416.00

Bill To	Requisition 00006855-00 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 DEIDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/22/24	272641	03/22/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Year 1			
1	1000.10.23.5000.5000.5000.0000.0000.42115.			34416.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEIDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
005	Power BI Pro GCC Sub Per User Microsoft - Part#: DDJ-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2024 - 4/30/2025 Note: EA# Net New ; See payment schedule below - Year 1	30.00 EACH	92.40000	2772.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			2772.00

Bill To	Requisition 00006855-00 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 5

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 DEIDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/22/24	272641	03/22/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEIDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
006	Project P3 GCC Sub Per User Microsoft - Part#: 7MS-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2024 - 4/30/2025 Note: EA# Net New ; See payment schedule below - Year 1	6.00 EACH	277.56000	1665.36
1	1000.10.23.5000.5000.5000.0000.0000.42115.			1665.36

Bill To	Requisition 00006855-00 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 6

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 DEIDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/22/24	272641	03/22/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEIDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
007	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2024 - 4/30/2025 Note: EA# Net New ; See payment schedule below - Year 1	2100.00 EACH	0.00000	0.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			.00

Bill To	Requisition 00006855-00 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 7

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	DEIDRA STATES
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/22/24	272641	03/22/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEIDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
008	Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2024 - 4/30/2025 Note: EA# Net New ; See payment schedule below - Year 1	12.00 EACH	138.84000	1666.08
1	1000.10.23.5000.5000.5000.0000.0000.42115.			1666.08

Bill To	Requisition 00006855-00 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 8

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 DEIDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/22/24	272641	03/22/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEIDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
009	Win Server DC Core ALng SA 2L Microsoft - Part#: 9EA-00278 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2024 - 4/30/2025 Note: EA# Net New ; See payment schedule below - Year 1	80.00 EACH	128.16000	10252.80
	1 1000.10.23.5000.5000.5000.0000.0000.42115.			10252.80

Bill To	Requisition 00006855-00 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 9

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	DEIDRA STATES
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/22/24	272641	03/22/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEIDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
010	Win Server Standard Core ALng SA 2L Microsoft - Part#: 9EM-00270 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) 28 $19. 67 $550.76 Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2024 - 4/30/2025 Note: EA# Net New ; See payment schedule below - Year 1	28.00 EACH	19.67000	550.76
1	1000.10.23.5000.5000.5000.0000.0000.42115.			550.76

Bill To	Requisition 00006855-00 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 10

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 DEIDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/22/24	272641	03/22/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
DEIDRA STATES

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 400826.12

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115. INFORMATION TECHNOLOGY EXP SOFTWARE COSTS	400826.12	937723.87

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

Activity	Date	Clerk	Comment
Approved	03/22/24	GREG HOLLIDAY	Auto approved by: 91057606
Approved	03/22/24	SCOTT KEARNEY	
Approved	03/22/24	UDARA JAYASENA	Auto approved by: 91057606
Approved	03/22/24	DONALD ROSE	Approved by: 9105fola
Approved	03/22/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	03/22/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	03/22/24	SAMANTHA COOLEY	Auto approved by: 910516727

Bill To	Requisition 00006855-00 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 11

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 DEIDRA STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/22/24	272641	03/22/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 03/22/24 JOHN PAINE		Auto approved by: 910516727	
	Approved 03/22/24 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

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NASPO ValuePoint

PARTICIPATING ADDENDUM

SOFTWARE VALUE ADDED RESELLER (SVAR) LED BY THE STATE OF ARIZONA

Master Agreement #: CTR060028

Contractor: SHI International Corp

Participating Entity: **STATE OF ALABAMA ("STATE")**

This Participating Addendum ("PA") is entered into by Contractor and Participating Entity ("PE") (collectively, the "Parties").

Scope and Participation:

1. Scope:

   ☒ This PA includes the entire scope of the products and services available through the Master Agreement ("MA") referenced above.

   ☐ This PA includes the entire scope of the products and services available through the MA referenced above, except the following:

Any scope exclusions specified herein apply only to this PA and shall not amend or affect other PA or the MA itself.

2. Participation: This PA covers participation of PE in the above-referenced MA between the State of Arizona and Contractor for Software Value Added Reseller (SVAR). This PA may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official (CPO).

3. Term:

   ☒ This PA shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the MA, as amended, unless the PA is terminated sooner in accordance with the terms set forth herein.

   ☐ This PA shall become effective as of the date of the last signature below and shall terminate on [date], unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the PA exceed the term of the MA, as amended.

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this PA:

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CONTRACTOR:

Name:	SHI International Corp.
Address:	290 Davidson Ave
Telephone:	732-584-8227
Fax:	
Email:	Naspo_svar@shi.com

PARTICIPATING ENTITY:

Name:	Jennifer Loretz, Senior Buyer
Address:	100 N. Union Street, Ste 192, Montgomery, AL 36130
Telephone:	334-242-7250
Fax:	
Email:	Jennifer.loretz@purchasing.alabama.gov

5. PE Modifications and Additions to the MA

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between PE and Contractor and shall not amend or affect other PA or the MA itself.

☐ This PA incorporates all terms and conditions of the MA as applied to the PE and Contractor.

☒ This PA incorporates all terms and conditions of the MA as applied to the PE and Contractor, **subject to the following limitations, modifications, and additions:**

a. Mutually Exclusive Categories:

The checked boxes below indicate software publisher categories that the State will allow Contractor to offer. The checked categories are subject to the State providing notice, at its sole discretion and determination, to Contractor that Contractor may not provide a Publisher or product for offer to any one or more contract users.

☒ Category 1 – General Software
☒ Category 2 – Microsoft-only software
☐ Category 3 – Oracle-only software

b. Mandatory Source:

For the supplies and services which Contractor provides through this contract, State agencies must purchase through this contract and may not use any other source except in an emergency. Notwithstanding the foregoing, this provision shall not be construed to preclude Contractor from responding to other procurement solicitations issued by the State or any of its agencies or political subdivisions and shall not preclude Purchasing Entities from purchasing through other

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NASPO Software Value Added Reseller cooperative contracts with active State of Alabama participating addenda. Political subdivisions, local government agencies, and public educational institutions may purchase products or services via this Agreement at their discretion. If such entities purchase from this Agreement, they shall be considered Purchasing Entities as defined in the Master Agreement and will be responsible for ensuring compliance with all applicable laws and regulations. Contractor must interface with those Purchasing Entities directly and offer awarded contract pricing or better.

c. Access to Products and Services Require State CIO Approval:

State executive branch agencies which are subject to the authority and prior approval of the Alabama Secretary of Information Technology, in his or her role as State Chief Information Officer (CIO), must obtain such approval prior to making purchases. Depending upon the architecture of any particular implementation at such executive branch agencies, approval may be dependent upon compliance with State of Alabama IT Policies, which are posted at https://oit.alabama.gov/governance-library/ and which may be subject to change at OIT's discretion.

Contractor will provide, within 10 business days prior to issuance of a quote or purchase order, email notice to PE Primary Contact and contracts@oit.alabama.gov of any State contract user making an inquiry or request to Contractor for Contractor to negotiate with the purpose of adding to the online catalog: (a) a new (no previous established with Contractor-Publisher) Publisher relationship and corresponding products or services or (b) an existing Publisher for a new product or service. Contractor may offer the (a) or (b) addition to State contract users upon State providing written approval, which may be revoked by State CPO or CIO at any time.

d. Shared Notices:

During the life of this contract, Contractor will provide to the PE Primary Contact email in Section 4 and to contracts@oit.alabama.gov an email, at the same time such action occurs, of all notices or communications produced for or delivered to the Lead State Contract Administrator (LSCA).

e. Multiple SVAR contractors:

Contractor understands and acknowledges that the State intends to pursue and contract with multiple SVAR contractors. Where applicable or deemed advantageous to the State, the State at its sole determination, may designate, to one or any number of contractors having first an executed State PA, a particular Category or Publisher or product that Contractor will then serve as its sole or limited Reseller for enrollment, subscription, licensing, maintenance, or support agreements and for a defined or continuous basis. If a Contractor is limited from offering any of the above, the State will notify the Contractor.

f. Choice of Law, Venue:

This PA and all agreements relating to purchases or leases resulting therefrom will be governed by the laws of the State of Alabama and the sole venue for litigation will be the Circuit Court of Montgomery County, Alabama. No other court shall have jurisdiction.

g. Immigration:

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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.

Verification of enrollment in the E-verify program will be required prior to any award to a supplier who employs one or more employees within the State of Alabama. Failure to provide documentation within 5 calendar days of **notification will result in the rejection** of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

h. Open Trade/No Boycott:

For the term of this contract, Contractor represents that it is not currently engaged in, and agrees not to engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

i. Dispute Resolution:

In the event of any dispute between the parties arising from this PA and any agreement relating to purchases or leases resulting therefrom, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, Contractor's sole remedy is the filing of a claim with the Alabama State Board of Adjustment. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar Association.

j. Conflict of Law:

If any provision of this PA shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then that conflicting provision in the PA shall be deemed null and void.

k. No Indemnification:

Contractor acknowledges and agrees that, under the terms of this PA and agreements relating to purchases or leases resulting therefrom, the State is prohibited from indemnifying the Contractor. The State does not agree to and will not indemnify the Contractor for any reason.

l. Assignment:

Contractor acknowledges and agrees that Alabama Code Section 41-16-29 prohibits assignment of contracts without the written consent of the State and the requisitioning agency.

m. Not to Constitute a Debt to the State:

The terms and commitments contained in this MA shall not constitute a debt to the State of Alabama, in the incurring of which is prohibited by Section 213 of the Office Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

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n. Disclosure Statement:

Section 41-16-82, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of $5,000. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

o. Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will be 2.0% (0.02) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the MA number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov and contracts@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and MA number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Reports and Payments will be due according to the following schedule:

October, November, December – Due by January 20th
January, February, March – Due by April 20th
April, May, June – Due by July 20th
July, August, September – Due by October 20th

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance
Division of Accounting and Administration
PO Box 300658
Montgomery, Alabama 36130-0658

p. Electronic Payments:

Vendors must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited to state issued credit cards, P-cards, EFT or other forms of electronic payment.

q. Late Payments:

Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office per the Code of Alabama, Section 41-16-3 and as established by the Secretary of the Treasury under the authority of 26 U.S.C. §6621.

r. Non-appropriation of funds:

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Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

s. Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

t. State Purchasing Vendor Expo:

Contract holders are required to attend the Vendor Expo in the initial year of this agreement (2023). Participation is optional for the remainder of the contract term.

u. Vendor Management Program:

The Office of Information Technology ("OIT") operates an OIT vendor management program for certain vendors. Contractor will participate in the vendor management program upon invitation by OIT, which may be made or adjusted by OIT in its sole and absolute discretion. In such event, Contractor's participation will be subject to a mutually agreed written amendment to this Addendum describing the program and the parties' obligations associated with the program.

6. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in PE's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this PA. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the MA.

7. Orders: Any order placed by PE or a Purchasing Entity for a product or service offered through this PA shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the MA unless the parties to the order agree in writing that another contract or agreement applies to the order.

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IN WITNESS WHEREOF, the Parties have executed this PA.

PARTICIPATING ENTITY	**CONTRACTOR**
Signature:	Signature: DocuSigned by: Kristina Mann EA418E789F09404...
Name: Christine Cook	Name: Kristina Mann
Title: Chief Procurement Officer	Title: Sr. Manager-Contracts
Date:	Date: 3/16/2023

For questions regarding NASPO ValuePoint PA, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint PA must be submitted via email in PDF format to pa@naspovaluepoint.org.

NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR) - Maximum Markup on Reseller's invoiced cost Pricing
State of Alabama
Contract# CTR060028

Publisher	Maximum Markup on Reseller's invoiced cost
All publishers except Microsoft	
Tier I Publishers (Key Itemized Publishers)	
Adobe	5.00%
CA Technologies	4.50%
Cisco	5.50%
Commvault	5.00%
IBM	4.50%
Red Hat	5.50%
Splunk	5.50%
Tableau	5.50%
Veeam	5.00%
VMWare	5.50%
Tier II Publishers (Other Itemized Publishers)	
Autodesk	5.00%
Barracuda Networks	4.00%
BMC Software	5.50%
Check Point Software	6.50%
Cherwell	4.00%
Citrix	6.50%
Chatsworth Products (CPI)	4.00%
Crowdstrike	6.50%
Dell	5.50%
Delphix	4.00%
Docusign	6.50%
Dynatrace	5.50%
Forcepoint	5.00%
Fortinet	6.50%

Google	6.00%
Informatica	5.50%
Ivanti	5.50%
Knowbe4	5.50%
Mcafee	5.50%
Micro Focus	5.50%
Mulesoft	4.00%
Netmotion	5.50%
Okta	5.50%
Opentext	5.50%
Progress Software	4.00%
Proofpoint	6.50%
Quest Software	5.50%
Rapid7	5.50%
RSA Security	5.00%
Salesforce	6.50%
SAP	5.50%
Solarwinds	5.50%
Sophos	6.00%
Spillman	4.00%
Symantec	5.50%
Tenable	5.50%
Trend Micro	5.50%
Varonis	5.50%
Veritas	5.50%
Zoho	5.50%
Non-itemized Publishers	
All other publishers	8.00%

General Services (excluding Microsoft)	**Maximum Markup on Reseller's invoiced cost**
Publisher provided Services	22.00%
Other 3rd party provided services	22.00%
Other SHI provided services	22.00%

Microsoft Offerings	Maximum Markup on Reseller's invoiced cost
Itemized Microsoft Offerings	
EMS E5	3.00%
G1	3.00%
G2	3.00%
G3	3.00%
G5	3.00%
Govt E4	3.00%
Advanced Threat Protection	3.00%
Power BI	3.00%
Exchange Online	3.00%
Kiosk F3 Now	3.00%
Dynamics	3.00%
PowerApps	3.00%
Project Online	3.00%
Azure	4.00%
All Other Microsoft Offerings	
SaaS	3.00%
On-Premise	3.00%
Resold In-scope Professional Services	
- Ongoing maintenance & support services not included in software license agreement	3.00%
- Deployment services	3.00%
- Architectural design services	3.00%
- Training deployment services	3.00%
All other resold in-scope professional services	3.00%

Microsoft Services	Maximum Markup on Reseller's invoiced cost
Microsoft provided Services	22.00%
Other 3rd party provided services	22.00%
Other SHI provided services	22.00%

Microsoft Premier Support Agreement	7.00%

Reseller Services (General and Microsoft)	**Hourly Rate**
Asset Management	$300.00
Solutions Architect	$225.00
Senior Solutions Architect	$250.00
Program Engagement Manager	$125.00
Project Leader	$125.00
Project Manager	$125.00
Senior Project Manager	$175.00
All Other In-Scope Reseller Services	$300.00

AGENDA ITEM SUMMARY SHEET

Agenda of:4/9/2024

Submitted by:

Robert F. Lasky, Executive Director of Public Safety

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

C0949-Cyber Capital - Authorize and direct the Mayor and the City Clerk to execute and attest, respectively, for and on behalf of the City of Mobile, the GCTC Intelligent-U Training Services Contract in the amount of $215,000.

Amount of Contract:

215,000

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**4921

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	3/26/2024
contract	Cover Memo	3/26/2024
UPDATED RESOLUTION $215,000.00	Resolution Letter	3/27/2024

REVIEWERS:

Department	Reviewer	Action	Date
Public Safety	Zirlott, Kim	Approved	3/26/2024 - 3:21 PM
Capital	Rhodes, Brenda	Rejected	3/26/2024 - 4:08 PM

Public Safety	Zirlott, Kim	Approved	3/27/2024 - 10:12 AM
Capital	Hollins, Tiffany	Approved	3/27/2024 - 3:51 PM
Legal	Kern, Chris	Approved	3/27/2024 - 4:17 PM
Legal	Kern, Chris	Approved	3/27/2024 - 4:18 PM
Mayors Office	Barber, James	Approved	3/28/2024 - 2:06 PM

24- **2024**

RESOLUTION

Sponsored by: Mayor William S. Stimpson
CW

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY 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 three year contract, by and between the City of Mobile and **PROTECVIDEO, LLC**., in an amount not to exceed $225,000 for a period ending December 31, 2025, to begin upon execution, renewable, for the provision of professional services in the deployment and management of technology, training, and consulting services A Copy of said contract is on file in the office of the City Clerk.

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: GCTC - Intelligent-U Services

CAPITAL PROJECT # C0949 - GCTC Proj. **DATE OF RECEIPT** 03/26/2024

DEPT. PROJECT # _____

PROJECT DESCRIPTION Provision of Training and Consulting for GCTC Intelligence Innovation Academy

CONTRACT AMOUNT $ 215,000.00

VENDOR NAME ProtecVideo, LLC

VENDOR NUMBER 294102

DEPT # 1545 **DEPT NAME** Cyber (GCTC)

CONTRACT ADMINISTRATOR Cmdr. Kevin R. Levy

Please Select by circling one (Type):

Architectural	Engineering	Testing	X 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: _____ **Date** 3-26-24

Revised 5/16/2022 Tiffany Hollins

Professional Services Contract
City of Mobile

Project: Specialized Network Setup and Management

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this _____ day of _____ , by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Protecvideo, LLC, (sometimes hereinafter "Contractor") an Alabama Limited Liability Company , as follows:

WHEREAS, the City of Mobile desires to establish new and continued deployment and management of technical services, personnel, technology services, training, prime contracting, and consulting services; as well as for existing integrated network and telemetry services program(s) throughout the City for public safety and security; and,

WHEREAS, the City of Mobile requires the services of a professional contractor with expertise in technical capabilities, technology deployment, field operations, intelligence-innovation, and the provision of training relevant to courses offered by and through The Gulf Coast Technology Center (Intelligent-U or Intelligence Innovation Academy).

WHEREAS, the Contractor has extensive and relevant proficiency and experience in these areas, as well as operates proprietary systems paramount in existing system(s); and,

WHEREAS, City desires to engage this Contractor to provide said services upon the following terms and conditions;

NOW, THEREFORE, WITNESSETH:
City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

Contractor agrees that it will provide the services as described here, and invoiced in accordance with the schedule attached:

Services: Training Support and Technical Consulting, to include the provision of instruction and course materials, for all courses offered through The Gulf Coast Technology Center's Intelligence Innovation Academy (Intelligent-U).

Specific tasking of the Contractor, oversight of individual services provided by the Contractor, and review and approval of payment of all Contractor invoices shall be performed by the City of Mobile, Gulf Coast Technology Center Commander, or his/her designated representative, as available.

II. COMPENSATION

City hereby agrees to pay the Contractor at the rate schedule in Exhibit A for the work to be performed under this contract. Contractor shall submit monthly invoices that document the work completed during the billing period. No other tasks may be subject to invoice absent advance written proposal and price quotation by Contractor of additional work to be performed and written approval by City. The total amount to be paid by City under this Contract shall not exceed **$215,000** per the identified period of performance. However, only authorized material and services will be paid, to whatever capacity, budget, or limit set by The City of Mobile, Gulf coast Technology Center Commander.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue **through December 31, 2025**, renewable or extended, upon submission of a new and/or addendum contract with the consent of the City and the Contractor.

IV. GENERAL PROVISIONS

A. City shall provide written task orders to Contractor. Contractor shall submit invoices to the City of Mobile, Gulf Coast Technology Center Commander, or his/her designated representative.

B. Contractor agrees to permit the City access to, and as requested copies of, all books and records received and developed in connection with the contract work.

C. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer, or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City.

D. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City; which such consent shall be granted or derived solely at City's discretion. All designs, logos, artwork, graphics, written materials, or creative content

created for this contract are the property of the City and are subject to prior review and approval by the City before public dissemination or publication.

E. Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement. Contractor shall abide by provisions of the Mobile City Code which prohibits discrimination in employment by Providers and subcontractors performing work for the City.

F. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

G. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation .

H. Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City’s costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

J. This contract may be cancelled by The City without advance notice. The City's representative for purposes of this Agreement is the City of Mobile, Gulf Coast Technology Center Commander. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

Office of The Mayor, Chief of Staff
City of Mobile
PO Box 1827
Mobile, Alabama 36633 -1827

Copy to: City Attorney
City of Mobile Legal Department
PO Box 1827
Mobile, Alabama 36633-1827

And to Contractor at:

Protecvideo, LLC
P.O. Box 25
Stockton, AL 36579

K. This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

L. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

M. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

N. 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 would be Mobile, Alabama.

0. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

P. For the term of this Agreement, Contractor shall acquire and maintain in full force and effect a minimum $500,000 business liability insurance policy issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall 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. Exhibit B. Said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

Q. The Contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et. seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with 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 there from.

R. By signing this contract, Contractor 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY_____
Mayor

ATTEST:

_____
City Clerk

ProtecVideo , LLC

BY: _____

Its Owner

Exhibits:

A – Invoice and Payment Schedule
B – Evidence of Insurance

Exhibit A: Invoice and Payment Schedule

Invoice #1	Month 1	40%	$90,000.00
Invoice #2	Month 2	20%	$45,000.00
Invoice #3	Month 3	20%	$45,000.00
Invoice #4	Month 4	20%	$45,000.00

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/4/2023

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER:	**CONTACT NAME:**	Rhett Butler	
US Risk, LLC	**PHONE (A/C. NO. EXT):**	(866) 315-3838	**Fax (A/C. No.):** (214) 265-4932
	E-MAIL ADDRESS:	info@securityamericains.com	
8401 N. Central Expressway, Suite 1000	**INSURER(S) AFFORDING COVERAGE**		**NAIC #**
Dallas TX 75225	**INSURER A:**	Underwriters at Lloyd's, London	AA1122000
INSURED:	**INSURER B:**		
ProTecVideo LLC	**INSURER C:**		
PO Box 25	**INSURER D:**		
	INSURER E:		
Stockton AL 36579	**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X		SPG185624	12/19/2023	12/19/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PROFESSIONAL LIABILITY	$1,000,000 $100,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $1,000,000
	AUTOMOTIVE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y/N** [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Red Rock Reality Group, Inc. is listed as Additional Insured as respect to General Liability coverage related to operations of the Named Insured.

CERTIFICATE HOLDER

Red Rock Reality Group, Inc.

1425 Richard Arrington Jr. Blvd S

Birmingham AL 35205

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

Randall Goss, CEO/Chairman

24- **2024**

RESOLUTION

Sponsored by: Mayor William S. Stimpson
CW

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY 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 three year contract, by and between the City of Mobile and **PROTECVIDEO, LLC**., in an amount not to exceed $215,000 for a period ending December 31, 2025, to begin upon execution, renewable, for the provision of professional services in the deployment and management of technology, training, and consulting services A Copy of said contract is on file in the office of the City Clerk.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/9/2024

Submitted by:

Nick Amberger, PE
City Engineer

Sponsored by:

Mayor Stimpson and Council-members Carroll and Gregory

Purpose and Scope of Project:

Perform groundwater sampling and monitoring reports and annual gas explosive monitoring and reports

Amount of Contract:

68,745.00

Funding Source

Project # C0521 Annual Landfill Sampling Requirements for Bates C&D Landfill and Hickory Street Landfill — **Discretionary Funds**

Project String 1004-3004-42200 — **Contract Number:**4920

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

Grant Funds — **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Annual Landfill Sampling Requirements for Bates C&D Landfill and Hickory Street Landfill Contract	Cover Memo	3/22/2024

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	3/25/2024 - 10:26 AM
Capital	Rhodes, Brenda	Approved	3/25/2024 - 1:10 PM

Legal	Kern, Chris	Approved	3/25/2024 - 3:30 PM
Mayors Office	Barber, James	Approved	3/28/2024 - 2:04 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Annual Landfill Sampling Requirements for Bates C&D Landfill and Hickory St Landfill

CAPITAL PROJECT # C0521 **DATE OF RECEIPT** 03/22/2024

DEPT. PROJECT # 2024-3005-09

PROJECT DESCRIPTION Perform Groundwater sampling and monitoring reports and annual explosive gas monitoring and reports

CONTRACT AMOUNT $68,745.00

VENDOR NAME Southern Earth Sciences, Inc.

VENDOR NUMBER 195545

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: Lisa Roberts **Date** 3/22/2024

Revised 5/16/2022 Tiffany Hollins

2024

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmembers William Carrol and 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 set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company:	Southern Earth Sciences, Inc.
Project Name:	Annual Landfill Sampling Requirements for Bates C&D Landfill and Hickory Street Landfill (D2,D7) Project No. 2024-3005-09
Estimated Cost:	$68,745.00

Adopted:

_____
City Clerk

AGREEMENT BETWEEN OWNER AND CONSULTANT FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

This **Agreement** made and entered into _____, 20____(effective date).

BETWEEN the **Owner**: CITY OF MOBILE *(hereinafter "Owner")*
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633

And the **Consultant**: Southern Earth Sciences, Inc. *(hereinafter "Consultant")*
5640 Rangeline Road
Mobile, AL 36619

City of Mobile Business License No.: # 441470 & 99489

Secretary of State Registration No.: # 42-119

For the following project: 2024-3005-09 Annual Landfill sampling requirements for
Bates C&D Landfill and
Hickory Street Landfill (D2, D7)

Project Number: 2024-3005-09

In consideration of the mutual covenants and promises herein, the Owner and Consultant agree as set forth below:

1.0 CONSULTANT'S SERVICE:

1.1 The Consultant's services consist of those described in the Proposal, dated February 22, 2024, which is attached hereto as "Attachment A," and is hereby incorporated by reference herein as a part of this Agreement as though fully set out herein.

1.2 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 services to be performed by appropriately licensed professionals. As a licensed professional the Consultant shall affix to all appropriate documents his/her "Professional Seal."

1.3 The standard of care applicable to Consultant's Services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time and location said Services are performed.

2.0 COMPENSATION:

2.1 The above-described services are for a time and materials basis, not to exceed Sixty-Eight Thousand Seven Hundred Forty-Five and 90/100 Dollars ($68,745.00). This includes ground water, explosive gas, and additional services, if needed.

2.2 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.

2.3 The payments listed herein are all inclusive. The City will not pay the Consultant for any additional expenses, travel, or any other costs or for any additional work unless the City agrees in writing to do so before the cost is incurred, or the work is performed.

2.4 Payment is due on final approval by the City of the Consultant's invoices upon completion of the Work, as specified in the Proposal.

3.0 TERM OF AGREEMENT. This Agreement shall have an effective date as set forth above and shall remain in effect for a period of ONE YEAR, unless earlier pursuant to this agreement, and shall renew for up to two additional one-year periods upon written request of the City. The price of the contract for a renewal period may be decreased or increased by agreement of the parties to appropriately represent the shift, if any, in the Scope of Work from the Consultant to the City.

4.0 OWNER/CONSULTANT REPRESENTATIVES:

4.1 OWNER REPRESENTATIVE. The Owner Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Engineering – Environmental or the designated representative. The Owner's liaison with the Consultant is the Owner Representative.

4.2 CONSULTANT IN CHARGE:

Individual:	Eric Guarino, PG
Firm Name:	Southern Earth Sciences, Inc.
Address:	5640 Rangeline Road, Mobile, AL 36619
Telephone Number:	(251) 344-7711

5.0 GENERAL REQUIREMENTS

5.1 The Consultant shall perform bi-annual groundwater sampling, and statistical evaluations and prepare groundwater monitoring reports for both Bates C&D Landfill and Hickory Street Landfill. The Consultant will also perform annual explosive gas monitoring and provide a written report for Bates C&D Landfill. The consultant shall submit these reports to the City of Mobile within thirty (30) days of receipt of analytical results.

Bi-annual groundwater sampling will occur in March and September unless directed otherwise by the Alabama Department of Environmental Management.

The consultant's duties are more fully described in attachment A, a copy of which is attached hereto and incorporated by reference herein as a part hereof.

5.2 The City 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 the written consent of the City, which consent will be granted or withheld at the City's sole discretion.

5.3 Filing fee, permit fee, and review fees, as may be required by the City of Mobile departments are hereby waived.

5.4 **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:

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. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Consultant.

2. Limit of Liability: ***Not less than*** $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a ***not less than*** $1,000,000 combined single

limit of liability each accident for bodily injury and/or property damage.

D. Excess/Umbrella Liability Insurance

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
Limit of Liability: ***Not less than*** $1,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

E. Professional Liability Insurance

1. Aggregate **not less than** $2,000,000

2. Per Occurrence **not less than** $1,000,000

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

Additional Insured - All policies of insurance, except those referenced under paragraph A and E, shall be endorsed to name City of Mobile as an Additional Insured

Primary Insurance - All policies of insurance, except those referenced under paragraph A and E, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

Notice of Cancellation – Certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

Certificates of Insurance – General – Within two (2) calendar days from date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the 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. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

The Certificate of Liability Insurance shall include language verifying the following:

- THAT the City of Mobile is named as an additional insured in respect to General Liability, Automobile Liability and Umbrella Liability;

- THAT all policies, except worker's compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured;

- THAT Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability and Worker's Compensation and

Employer's Liability;

- THAT such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice to the City of Mobile.

The Consultant shall procure, and maintain at all times it performs any portion of the Services, the above described insurance with minimum limits not less than the amount indicated above. If Consultant carries insurance in an amount greater than the minimum amounts required by City, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, Consultant hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

Notwithstanding the above insurance requirements and language, the Consultant is solely responsible for the terms and condition of the Consultant's own insurance policy and ensuring proper, adequate, and agreed coverage. Consultant is solely and personally liable for any loss, which Consultant has agreed to provide insurance coverage and for which consultant's policy includes limitations or does not adequately and sufficiently provide the agreed liability and comprehensive coverage in the agreed minimum amounts.

5.5 INDEMNIFICATION:

The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

5.6 STANDARD OF PERFORMANCE:

CONSULTANT shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

6.0 TERMINATION OF AGREEMENT. The Owner of Consultant may terminate the contract upon seven (7) days written notice. Notice shall be to the addresses listed in the Notice clause. Owner shall not be liable for payment to Consultant for lost profit or damages as the result of its termination of the contract. The Consultant shall be compensated for all services satisfactorily performed to the termination date, provided Consultant shall have delivered to City such statements, accounts, reports, and other materials as required by this Agreement. A termination under this clause shall not relieve the Consultant or any of its employees of liability for violations of this Agreement, or any willful, negligent, or accidental act or omission of the Consultant. In the event of termination, the Consultant consents to employment by City of a substitute Consultant to complete the services under this Agreement.

7.0 ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between the City and Consultant and supersedes all prior negotiations, representations, or any standards as a part of the Agreement either written or oral. The City and Consultant may amend this Agreement only by written instrument signed by both parties.

8.0 NON-ASSIGNMENT. The City and Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to the Agreement, in respect of all covenants of this Agreement. Consultant shall not assign, sublet, or transfer his/her interest in this Agreement without the written consent of the City, which consent will be granted or withheld at the City's sole discretion.

9.0 DISPUTE RESOLUTION. Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

10.0 LEGAL COMPLIANCE. The Consultant hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

11.0 GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

12.0 BREACH. In the event of any breach or apparent breach by Consultant of any of its obligations under the terms of this Agreement, and in the further event that Owner shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Consultant agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

13.0 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 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 Consultant provided for herein are performed, but on the contrary, Consultant shall be wholly responsible therefore.

Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of the Consultant, and shall not be liable for any debts or obligations incurred by Consultant nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of the Consultant or sums earned or derived by the Consultant, nor shall Consultant at any time or times use the name or credit of the City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

14.0 NOTICES. All notices of cancellation, requests, demands or other communications to City shall be in writing and duly delivered to the following address for City:

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

Copy to: City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

==========

And the **Consultant**: Eric Guarino, PG
Southern Earth Sciences, Inc.
5640 Rangeline Road
Mobile, AL 36619

15.0 ANTI-DISCRIMINATION. Consultant shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, 1991, and by doing so agrees that it, *inter alia*, will not discriminate on the basis of race, creed, color, national origin or disability, require all subcontractors they engage do the same, and either will have, or will provide the City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

16.0 CONTRACT DOCUMENTS. The contract documents consist of this Agreement, the Consultant's Proposal, The Consultant's Insurance Company's Certificate of Insurance and the Consultant's E-Verify Documents. Modifications issued after the execution of this 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 contained herein, other than a Modification, appears below:

1. Your Proposal dated, February 22, 2024
2. This Instrument (Agreement)
3. Certificate of Insurance forms with endorsement
4. E-Verify Documentation

17.0 IMMIGRATION LAW. By signing this Agreement, Consultant affirms, for the duration of the Agreement, that it will not violate Federal or State immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, if found to be in violation of this provision, Consultant shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. Pursuant to Alabama Code (1975) Section 31-13-9, if Consultant employs one or more employees within the State of Alabama, Consultant shall provide documentation establishing that Consultant is enrolled in the E-Verify program.

18.0 ANTI-BOYCOTT. By signing this Agreement, Consultant represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade pursuant to Section 41-16-5, Code of Alabama 1975.

19.0 AUTHORITY TO EXECUTE AGREEMENT. Consultant's signatory below represents the s/he has all requisite power and authority to execute and deliver this Agreement on behalf of Consultant and to sufficiently legally bind Consultant to perform its obligations hereunder.

20.0 NO THIRD-PARTY BENEFIT. Consultant and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.

21.0 SEVERABILITY CLAUSE. In case 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.

22.0 OPPORTUNITY TO CONSULT WITH COUNSEL. CONSULTANT acknowledges that they, have had an opportunity to consult with and be represented by counsel of CONSULTANT'S choosing in the review of this Agreement, that they, have been advised by the CITY to do so, that CONSULTANT is fully aware of the contents of the Agreement and of its legal effect, that the preceding paragraphs recite the sole consideration for this Agreement and that CONSULTANT enters into this Agreement freely, without duress or coercion, and based on the CONSULTANT'S own judgment and wishes and not in reliance upon any representation or promise made by the CITY, other than those contained herein. The CONSULTANT further represents and acknowledges that they, have been provided a reasonable period of time within which to review the terms of this Agreement.

23.0 ASSERTION OF RIGHTS:

23.1 Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

23.2 No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance for failure of performance by the other party hereto of any provisions of this Agreement shall impair any such tight or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements hereto to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

23.3 Consultant expressly acknowledges that City is an agency of the State of Alabama and nothing in this Agreement will be construed as a waiver or relinquishment by City of its right to claim such exemptions, privileges, and immunities as may be provided by law.

24.0 PUBLIC INFORMATION. Consultant acknowledges that City is obligated to strictly comply with the Alabama Public Records Law in responding to any request for public records pertaining to this Agreement, as well as any other disclosures of information required by applicable Alabama law.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, 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.

Legal Name of Party to Contract:
City of Mobile

_____
Signature

William S. Stimpson, Mayor
Printed Name and Title

ATTEST: CITY OF MOBILE

_____
City Clerk

SOUTHERN EARTH SCIENCES, INC. CORPORATE SEAL 1976 ALABAMA

CONSULTANT:
Southern Earth Sciences, Inc.

_____
SIGNATURE

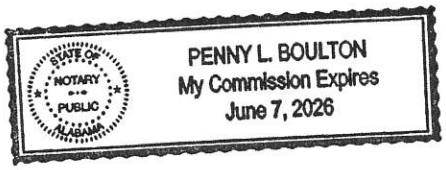
Lewis Copeland, Jr. President
PRINT NAME AND TITLE

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Lewis Copeland, Jr as President of **Southern Earth Sciences, Inc.**, and after being duly sworn, did depose and say that he/she, 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 21st day of March, 2024.

Penny L. Boulton
NOTARY PUBLIC

My Commission Expires: 6/7/26



Attachments

SOUTHERN EARTH SCIENCES
Geotechnical | Environmental | Materials Testing

MOBILE OFFICE
5460 Rangeline Road
Mobile, AL 36619
Tel: (251) 344-7711
Fax: (251) 443-9000
www.soearth.com

February 22, 2024

Ms. Rosemary Ginn, P.E.
The City of Mobile
205 Government Street
Mobile, Alabama 36644

RE: Proposal for Annual Landfill Sampling Requirements
Bates Field & Hickory Street Landfills
Mobile, Alabama
SESI Proposal No.: XM24-082

Dear Ms. Ginn:

Southern Earth Sciences, Inc. (SESI) appreciates the opportunity to submit this fee proposal to perform Annual Landfill Sampling for the above referenced projects.

SCOPE OF SERVICES

Bates Field

A groundwater sample will be collected from each of the eight on site wells, a duplicate, an surface waters within the landfill permit two times per year for Statistical Analyses. The wells will be purged utilizing a pump to limit turbidity within the groundwater. Field stabilization parameters including pH, DO, Conductivity, Temperature, Redox, Water Level Indicator and Turbidity will be recorded. The groundwater samples will be placed on ice and delivered to Eurofins of Mobile, Alabama and analyzed for Appendix I & II (as required) constituents via EPA Method 8260, 6020, 245.1, 8270, 8081, 8082 and 8151 with the exception of the duplicate which will only be analyzed for volatiles via EPA Method 8260.

Explosive gas readings will be measured annually in twenty-seven on-site gas monitoring points at the facility. Gas measurements will be made with an explosive gas meter to measure the lower explosive limit which will be calibrated prior to sampling. Should readings exceed 5% explosive gas in air (100% of the LEL for methane), "step out" readings will be taken.

Hickory Street

A groundwater sample will be collected from each of the three on site wells and two surface water samples plus a duplicate within the landfill permit two times per year for Statistical Analyses. The wells will be purged utilizing a pump to limit turbidity within the groundwater. Field stabilization parameters including pH, DO, Conductivity, Temperature, Redox, Water Level Indicator and Turbidity will be recorded. The groundwater samples will be placed on ice and delivered to Eurofins of Mobile, Alabama and analyzed for Appendix I & II (as required) constituents via EPA Method 8260, 6020, 245.1, 8270, 8081, 8082 and 8151 with the exception of the duplicate which will only be analyzed for volatiles via EPA Method 8260.

ESTIMATED FEES FOR SERVICES

Based on the scope for **Bates Field**, we would estimate the fees for this project to be approximately $20,705.00 per event for statistical analyses plus an approximately $1,395.00 for the explosive gas sampling and reporting for a combined annual total of $42,805.00. The cost breakdown per event is listed below:

Statistical Analyses		
Professional Geologist	$125/ 8 Hours	$1,000.00
Staff Geologist (Reporting)	$100/ 24 Hours	$2,400.00
Technician (Fieldwork)	$65/ 36 Hours	$2,340.00
Laboratory Cost	Estimated	$14,765.00
Equipment/Supplies	Lump Sum	$200.00
Explosive Gas Monitoring		
Professional Geologist	$125/ 1 Hours	$125.00
Staff Geologist (Reporting)	$100/ 5.5 Hours	$550.00
Technician (Fieldwork)	$65/ 8 Hours	$520.00
Equipment/Supplies	Lump Sum	$200.00

Based on the scope for **Hickory Street**, we would estimate the fees for this project to be approximately $12,970.00 per event or $25,940.00 per year.

Statistical Analyses		
Professional Geologist	$125/ 8 Hours	$1,000.00
Staff Geologist (Reporting)	$100/ 16 Hours	$1,600.00
Technician (Fieldwork)	$65/ 16 Hours	$1,040.00
Laboratory Cost	Estimated	$9,130.00
Equipment/Supplies	Lump Sum	$200.00

Bates & Hickory Street Landfills
SESI Proposal XM24-082

Attached are our Terms & Conditions, which should be considered an integral part of our estimate. Please execute the enclosed **WORK AUTHORIZATION SHEET** and return a copy to us. Your signature will formally authorize us to proceed with the scope of work discussed and will aid us in invoicing.

We appreciate the opportunity to submit this proposal. Should you have any questions, you may reach the undersigned at 251-445-4379 or via electronic mail to sguarino@soearth.com.

SOUTHERN EARTH SCIENCES, INC.
Sincerely,

Stacey Guarino
Project Scientist

SG/eag

ALABAMA

CORPORATE OFFICE
P.O. Box 160745
Mobile, AL 36616
Ph: 251-445-4354
Fax: 251-345-9453

MOBILE OFFICE
5460 Rangeline Road
Mobile, AL 36619
Ph: 251-344-7711
Fax: 251-443-9000

MONTGOMERY OFFICE
1414 I-85 Parkway
Montgomery, AL 36106
Ph: 344-260-6227
Fax: 334-260-6229

SUMMERDALE OFFICE
105 Highway 59 N
Summerdale, AL 36580
Ph: 251-989-7726
Fax: 251-989-6722

FLORIDA

DESTIN OFFICE
150 Industrial Park Road
Suite 6
Destin, FL 32541
Ph: 850-837-9966
Fax: 850-837-9967

PANAMA CITY OFFICE
7500 McElvey Road, Ste. A
Panama City Beach, FL 32408
Ph: 850-769-4773
Fax: 850-872-9967

PENSACOLA OFFICE
707 E. Cervantes St
Ste. B, #198
Pensacola, FL 32501
Ph: 850-775-3283

TALLAHASSEE OFFICE
3642 Peddie Drive
Tallahassee, FL 32603
Ph: 850-576-4652
Fax: 850-576-4710

LOUISIANA

BATON ROUGE OFFICE
11638 Sun Belt Court
Baton Rouge, LA 70809
Ph: 225-751-1727
Ph: 225-356-4355
Fax: 225-752-1467

MANDEVILLE OFFICE
1933 Surgi Drive, Ste. A
Mandeville, LA 70448
Ph/Fax: 985-626-1314

NEW ORLEANS OFFICE
725 South Genois Street
New Orleans, LA 70119
Ph: 504-486-5595
Fax: 504-486-5598

MISSISSIPPI

LONG BEACH OFFICE
626-D West Railroad Street
Long Beach, MS 39560
Ph: 228-868-6618

SOUTHERN EARTH SCIENCES
Geotechnical | Environmental | Materials Testing

WORK AUTHORIZATION SHEET

Billing Name	City of Mobile
Address	205 Government Street
City	Mobile ***State*** AL ***Zip*** 36644
Phone	251.208.7529 ***Cell*** ***Fax***
email	brian.mabry@cityofmobile.org
Project Name	Bates & Hickory Street Landfills
Proposal Number	XM24-082 ***Project Location*** Mobile, AL
Additional Reports	
Address	
City	***State*** ***Zip***
Phone	***Cell*** ***Fax***
email	

Attached are our Terms & Conditions, which are adopted as part of our proposal. In order to authorize us to proceed with our services, please execute this document by signing below and returning a copy to us.

Prepared by:

Southern Earth Sciences, Inc. — February 22, 2024 — Stacey Guarino

Print or Type Name of Representative

Authorized by:

Signature of Client Representative — *Date* — *Print or Type Name of Representative*

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SCHEDULE OF FEES

I. FIELD INVESTIGATION

Soil Test Borings

MOBILIZATION AND DEMOBILIZATION
$500.00 L.S. plus $5.00 /Mile over 100 miles (Portal to Portal)

Soil Test Borings by ASTM D 1586 with Standard Penetration Test intervals of five feet in soil.

From surface to 50 feet	$ 15.00/L.F.
50 to 75 feet	$ 17.00/L.F.
75 to 100 feet	$ 19.00/L.F.
100 to 150 feet	$ 21.50/L.F.
From 150 feet	Special Quote
Standard Penetration Tests (SPT) in excess of one every five feet	$15.00/test
CASING	$6.00/L.F.
STANDPIPE PIEZOMETER (1 inch)	$20.00/L.F.
BOREHOLE GROUTING (full depth bentonite/cement grout)	$7.00/L.F.
BOREHOLE GROUTING (bentonite pellet to cave in depth)	$50.00/each
SHELBY TUBE SAMPLES (ASTM587)	$75.00/each
SOIL BORINGS USING MANUAL EQUIPMENT	$2500.00/day

Other Charges

DIFFICULT MOVING OR ACCESS	$350.00/hour
TEST LOCATION SET-UP	$350.00/hour
STAND-BY	$250.00/hour
LODGING AND SUBSISTENCE (per crew member)	$250.00/man/day
EQUIPMENT RENTAL	Cost + 15%
DOUBLE RING INFILTROMETER TEST (ASTM D3385 – at existing grade)	$2,500.00/each
PLATE LOAD TEST (Modulus of Sub-Grade Reaction at existing grade)	$2,500.00/each
SUCONTRACT UTILITY LOCATION SERVICES	$2,500.00/day
NQ ROCK CORING	Special Quote
MARINE SOIL TEST BORINGS (SES Barge or Sub Jack-Up Barge)	Special Quote
INSTRUMENTATION INSTALLATION (piezometers, inclinometers, etc.)	Special Quote
SUBCONTRACT SERVICES	Cost + 15%

SCHEDULE OF GEOTECHNICAL AND CMT FEES
Effective June 1, 2023

Cone Penetrometer Testing (CPT)

MOBILIZATION AND DEMOBILIZATION

$500.00 L.S. plus $5.00 /Mile over 100 miles (Portal to Portal)

Cone Penetrometer Soundings using truck-mounted equipment in accordance with ASTM D 5778. Soil Test Borings using track-mounted equipment in areas not accessible to truck rig, **add $1.00 to the rates below.**

CPTu SOUNDINGS per ASTM D5778	$11.00/L.F.
CPTs SOUNDINGS (Shear Wave Velocity measurement 5 ft intervals)	$20.00/L.F.
CASING	$7.00/L.F.
SET-UP PER LOCATION	$75.00/each
EXCESSIVE MOVING (track rig)	$450.00/hour
CPT DAY RATE	$4,000.00/day
CPT GROUTING (full depth bentonite/cement grout)	$7.00/L.F.
CPT GROUTING (bentonite pellet to cave in depth)	$50.00/each
STAND-BY (including dissipation testing)	$300.00/hour
REPORTING (CPT Log Drafting and Transmittal)	$50.00/each
SUBCONTRACT SERVICES	Cost + 15%

II. CONSTRUCTION MATERIALS TESTING FIELD TECHNICIAN SERVICES

Typical field technician services include on-site soil density testing, concrete testing (cylinders, slump, and air content), site inspections, meetings, and specimen transportation. **Time spent in portal-to-portal travel in the interest of the job will be charged in addition to time spent on the jobsite. Roundtrip mileage will be charged at $0.585/mile.** There is a two (2) hour minimum charge.

STANDARD RATE	$65.00/hour
OVERTIME RATE	$81.25/hour
IBC SPECIAL INSPECTIONS (including ICC and AWS visual welding)	$90.00/hour
FULL-TIME DAILY RATE	$585.00/day
FULL-TIME DAILY RATE w/ IBC Special Inspections	$800.00/day
FULL-TIME MONTHLY RATE	$12,000.00/month
HALF-TIME MONTHLY RATE	$6,500.00/month
FULL-TIME MONTHLY RATE w/ IBC Special Inspections	$16,000.00/month
HALF-TIME MONTHLY RATE w/ IBC Special Inspections	$8,500.00/month

*Overtime rate applies for time exceeding eight (8) hours/day, or weekends and holidays.

*Monthly rates include engineering review, reporting and travel.

SCHEDULE OF GEOTECHNICAL AND CMT FEES
Effective June 1, 2023

III. CONSTRUCTION MATERIALS TESTING LABORATORY SERVICES

Review of test results by Engineer and Reporting (when not full-time monthly rate) will be billed at 10% of the costs below.

STANDARD PROCTOR DENSITY (ASTM D698/AASHTO T-99)		$125.00/each
MODIFIED PROCTOR DENSITY (ASTM D1557/AASHTO T180)		$150.00/each
Aggregate Bases	Add	$250.00/each
Heavy Clay Soils	Add	$250.00/each
SOIL/BASE CLASSIFICATION		$100.00/each
Aggregate Bases	Add	$75.00/each
CURING & TESTING CONCRETE CYLINDERS		$60.00/Set of 4
(SESI Made Samples)		$75.00/Set of 5
		$90.00/Set of 6
CURING & TESTING CONCRETE CYLINDERS		$25.00/each
(Contractor/Client Made Samples Delivered to Lab)		
SUBCONTRACT SERVICES		Cost + 15%

IV. PILE TESTING SERVICES

STATIC PILE LOAD TEST	$2000.00 /each
(Compression, Tension, Lateral)	
*Piling contractor to provide ram, jack, operator and reaction frame.	
HIGH STRAIN DYNAMIC TESTING (PDA)	
Data Acquisition	$2,500.00/Per Trip
Reporting & CAPWAP Analysis	$400.00/each
LOW STRAIN PILE INTEGRITY TESTING (PIT)	
Data Acquisition (up to 10 piles)	$2,500.00/day
Reporting & Analysis	$500.00 ls + $75.00/pile
Thermal Integrity Testing (TIP) of Auger-Cast Piles and Drilled Shafts	
Data Acquisition (for instrument and/or tech)	$1,200.00/day
Reporting & Analysis	$500.00 ls + $75.00/pile
Thermal Instrumented Wires (add 5 ft to length of pile)	$7.50/ft

V. LABORATORY SERVICES

ATTERBERG LIMITS (ASTM D 4318)	$75.00/each
MOISTURE CONTENT (ASTM D 2216)	$10.00/each
SPECIFIC GRAVITY (ASTM D 854)	$75.00/each
GRAIN SIZE ANALYSIS (Soils)	$45.00/each
HYDROMETER plus GRAIN SIZE ANALYSIS	$90.00/each
NO. 200 WASH	$30.00/each
AASHTO SOIL CLASSIFICATION TESTING	$100.00/each
ORGANIC CONTENT	$30.00/each
UNIT WEIGHT (Wet or Dry)	$20.00/each
UNDISTRUBED SAMPLE PREPARATION	$25.00/each

SCHEDULE OF GEOTECHNICAL AND CMT FEES
Effective June 1, 2023

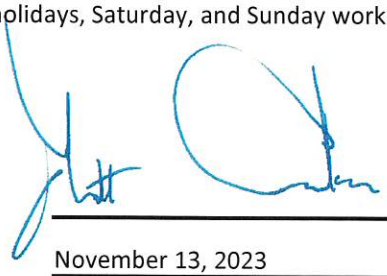
UNCONFINED COMPRESSION TESTS (ASTM D 2116)	
With Stress-Strain Curve	$75.00/each
With Compressive Strength only	$50.00/each
REMOLD SAMPLE (to testing add)	$25.00/each
DIRECT SHEAR TEST	Special Quote
SWELL TEST	$300.00/each
CONSOLIDATION TEST	$300.00/each
CALIFORNIA BEARING RATIO	$750.00/each
UNCONSOLIDATED UNDRAINED TRIAXIAL SHEAR (three point)	$200.00/each
PERMEABILITY	
Constant Head (Rigid Wall)	$75.00/each
Falling Head (Rigid Wall)	$95.00/each
Constant Head (Flexible Wall)	$325.00/each
SPECIAL HANDLING HAZARDOUS WASTE SOIL SAMPLES	Special Quote
PERMEABILITY (HAZARDOUS PERMEANTS)	Special Quote

VI. ENGINEERING AND ENVIRONMENTAL SERVICES

Charges will be made at the following rates for time spent by engineers/geologists in portal-to-portal travel, evaluation or analysis of field and laboratory data, report preparation, conferences, meetings and consultation as pertained to the practice of geotechnical engineering, environmental consultation or construction testing. Charges for technician, draftsman and secretarial time will be billed for services of administrative and/or technical personnel utilized in support of engineering and testing services.
Rates include indirect general and administrative overhead costs and supplies.

STAFF ENGINEER/GEOLOGIST	$125.00/hour
PROFESSIONAL ENGINEER/GEOLOGIST	$150.00/hour
SENIOR PROFESSIONAL ENGINEER	$175.00/hour
PRINCIPAL ENGINEER	$225.00/hour
DRAFTSMAN (regular time)	$75.00/hour
SECRETARIAL SERVICES (regular time)	$65.00/hour

Above rates may be adjusted when working on long-term field inspection assignments. Direct Non-Salary expenses incurred, identifiable, and not applicable to general overhead will be billed at actual invoice cost plus 15% service charge. Automotive travel will be charged at a mileage rate of $0.575 per mile. Over eight hours per day, holidays, Saturday, and Sunday work will be charged at the standard rates times 1.50.

PREPARED BY: 

DATE: November 13, 2023

SOUTEAR-02 HSPEAKS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/31/2024

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 PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Rachel Hutto PHONE (A/C, No, Ext): (334) 244-0004 FAX (A/C, No): E-MAIL ADDRESS: rhutto@turnerfirst.com
INSURED Southern Earth Sciences, Inc. 6352 Piccadilly Square Dr Mobile, AL 36609	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Zurich American Insurance Co. — 16535 INSURER B : Steadfast Insurance Company INSURER C : Great Midwest Ins — 18694 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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X XCU Included X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X		GLO593900112	2/1/2024	2/1/2025	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 X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			BAP593900212	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			SXS077476901	2/1/2024	2/1/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC593900012	2/1/2024	2/1/2025	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
C	Professional Liabil			AE-GM-0000201-03	2/1/2024	2/1/2025	Per Claim/ Agg.	3,000,000
C	Pollution Incident			AE-GM-0000201-03	2/1/2024	2/1/2025	Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Bates Landfill

City of Mobile is named as additional insured as respects General Liability, Auto Liability, and Umbrella Liability where required by written contract. 30 days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

City of Mobile
205 Government Street
Mobile, AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SOUTEAR-02 HSPEAKS

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PRODUCER PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Rachel Hutto PHONE (A/C, No, Ext): (334) 244-0004 FAX (A/C, No): E-MAIL ADDRESS: rhutto@turnerfirst.com
INSURED Southern Earth Sciences, Inc. 6352 Piccadilly Square Dr Mobile, AL 36609	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Zurich American Insurance Co. — 16535 INSURER B : Steadfast Insurance Company INSURER C : Great Midwest Ins — 18694 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
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A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X		BAP593900212	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	X		SXS077476901	2/1/2024	2/1/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC593900012	2/1/2024	2/1/2025	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
C	Professional Liabili			AE-GM-0000201-03	2/1/2024	2/1/2025	Per Claim/ Agg.	3,000,000
C	Pollution Incident			AE-GM-0000201-03	2/1/2024	2/1/2025	Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Hickory Street Landfill

City of Mobile is named as additional insured as respects General Liability, Auto Liability, and Umbrella Liability where required by written contract. 30 days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

City of Mobile
205 Government Street
Mobile, AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SOUTEAR-02 HSPEAKS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/31/2024

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 PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Rachel Hutto PHONE (A/C, No, Ext): (334) 244-0004 FAX (A/C, No): E-MAIL ADDRESS: rhutto@turnerfirst.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Zurich American Insurance Co. — 16535
INSURED Southern Earth Sciences, Inc. 6352 Piccadilly Square Dr Mobile, AL 36609	INSURER B : Steadfast Insurance Company
	INSURER C : Great Midwest Ins — 18694
	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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X XCU Included X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X		GLO593900112	2/1/2024	2/1/2025	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 X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X		BAP593900212	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	X		SXS077476901	2/1/2024	2/1/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC593900012	2/1/2024	2/1/2025	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
C	Professional Liabili			AE-GM-0000201-03	2/1/2024	2/1/2025	Per Claim/ Agg.	3,000,000
C	Pollution Incident			AE-GM-0000201-03	2/1/2024	2/1/2025	Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Bates Field Groundwater Monitoring

City of Mobile is named as additional insured as respects General Liability, Auto Liability, and Umbrella Liability where required by written contract. 30 days written notice of cancellation applies where required by written contract

CERTIFICATE HOLDER

City of Mobile
205 Government Street
Mobile, AL 36644-1300

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

David J Hruska

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Company ID Number: 417738

Approved by:

Employer Southern Earth Sciences, Inc	
Name (Please Type or Print) Cindy M Giddens	Title
Signature Electronically Signed	Date 05/25/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/25/2011

Company ID Number: 417738

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Southern Earth Sciences, Inc
Company Facility Address	6352 Piccadilly Square Drive Mobile, AL 36609
Company Alternate Address	PO Box 160745 Mobile, AL 36616
County or Parish	MOBILE
Employer Identification Number	630710398
North American Industry Classification Systems Code	541
Parent Company	Southern Earth Sciences, Inc.
Number of Employees	100 to 499
Number of Sites Verified for	5

City of Mobile

Office of Supplier Diversity

Request for Waiver of DBE Goal

The City of Mobile establishes an overall goal of 15% utilization of socially and economically disadvantaged businesses for all public spending or private projects that utilize public funding and/or incentives.

Use this form to request a waiver of DBE goals on a City of Mobile Bid, RFP, solicitation or contract. You can download a PDF fill-in version of this form at: https://cityofmobile.sharepoint.com/sites/COMPortal.
Contact the Office of Supplier Diversity at 251-208-7967 if you require assistance with completing this or any other DBE form.

This form should be completed by the City department requesting a waiver. Upon completion, submit the form to the Office of Supplier Diversity by email at officeofsupplierdiversity@cityofmobile.org.

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other#
2024-3005-09 Current Date 03 / 11 / 24

Project Description: Annual Sampling Requirements for Bates C&D Landfill and Hickory Street Landfill (D2,D7)

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 attach supporting documentation, including DBE Compliance Form 2 - GFE Documentation!

Southern Earth Sciences (SESI) is a small business enterprise that has been conducting landfill sampling operations, as well as analyzing statistical data in the form of a report for the City's closed landfills for some years. The sampling of these wells takes a small amount of time and does not warrant the use of a subcontractor. Also, due to the lack of DBE contractors in this field, it is not a task that can be subcontracted. The nature of this work (sampling and statistical analysis) is highly specialized geological work that is required to keep the city compliant with its ADEM permit for its closed landfills. Unfortunately, due to the specialized nature of the work, there is not a DBE that can partner with SESI. We request a DBE waiver to continue to achieve regulatory compliance with a knowledgeable consultant

Nick Amberger P.E.
Requested By (Department Director)

(Signature)	City Engineer (Title)	3/11/2024 (Date)

(251)208-7426
Telephone Number

Nick.Amberger@cityofmobile.org
Email Address

Reviewed By (Office of Supplier Diversity)

Archnique Kidd (Signature)	Supplier Diversity Manager (Title)	3/13/2024 (Date)

Approved By (CAO)

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Southern Earth Sciences, Inc.

Contact Person: Eric Guarino Phone 251-344-7711 Email eguarino@soearth.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☒)	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
		CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

__X__ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

__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. _____

_____

_____

Suggestions or comments to improve this program. _____

_____

AGENDA ITEM SUMMARY SHEET

Agenda of:4/9/2024

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Church's Chicken/Terry White

Amount of Contract:

n/a

Effective Date of Contract:

4/9/2024

Funding Source

Project # Resolution for Settlement Agreement - Church's Chicken

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - Church's Chicken	Resolution Letter	3/26/2024

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	3/26/2024 - 2:11 PM
			3/26/2024 - 4:49

Legal	Kern, Chris	Approved	PM
Mayors Office	Barber, James	Approved	3/28/2024 - 2:10 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Church's Chicken/Terry White, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D025\P005\00125061.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:4/9/2024

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement arising out of the claim of the Thai Meditation Association as outlined in the Settlement Agreement and Release of Claims

Amount of Contract:

n/a

Effective Date of Contract:

4/9/2024

Funding Source

Project # Resolution for Settlement Agreement - Thai Meditation Association **Discretionary Funds** n/a

Project String n/a **Contract Number:**n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a **Matching Funds** n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - Thai Meditation Association	Resolution Letter	3/28/2024

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	3/28/2024 - 3:02 PM

Legal	Kern, Chris	Approved	3/28/2024 - 3:36 PM
Mayors Office	Barber, James	Approved	3/28/2024 - 4:01 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of the Thai Meditation Association, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

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AGENDA ITEM SUMMARY SHEET

Agenda of:4/9/2024

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	3/8/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/7/2024 - 1:33 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 4600 Cypress Business Park Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **March 12, 2024**, a public hearing will be held on the **9th** day of **April**, 2024, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 4600 Cypress Business Park Drive from B-3, Community Business Suburban District, and B-5, Office Distribution District, to B-3, Community 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:

LOT 1, CREEKLINE, SIXTH ADDITION, AS RECORDED IN MAP BOOK 75, PAGE 49 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA TOGETHER WITH THE SOUTH 40 FEET OF LOT 1, CREEKLINE, FIFTH ADDITION, AS RECORDED IN MAP BOOK 74, PAGE 88 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CAPPED REBAR (ILLEGIBLE) AT THE SOUTHEAST CORNER OF LOT 1, CREEKLINE, SIXTH ADDITION, AS RECORDED IN MAP BOOK 75, PAGE 49 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 76°-48'-06" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF HIGGINS ROAD (50' R/W) AND ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 357.47 FEET TO A CAPPED REBAR (WATTIER); THENCE RUN ALONG SAID RIGHT-OF-WAY LINE, ALONG THE SOUTH LINE OF SAID LOT 1, AND ALONG THE ARC OF A CURVE TO THE RIGHT (HAVING A DELTA OF 118°-20'-08", A RADIUS OF 30.00 FEET, A CHORD BEARING OF NORTH 17°-38'-02" WEST, AND A CHORD LENGTH OF 51.52 FEET) AN ARC DISTANCE OF 61.96 FEET TO A CAPPED REBAR (R&C) ON THE EAST RIGHT-OF-WAY LINE OF CYPRESS BUSINESS PARK DRIVE (60' R/W) AND THE WEST LINE OF SAID LOT 1; THENCE RUN NORTHWARD ALONG SAID EAST RIGHT-OF-WAY LINE, ALONG THE WEST LINE OF SAID LOT 1,

AND ALONG THE ARC OF A CURVE TO THE LEFT (HAVING A DELTA OF 41°-31'-29", A RADIUS OF 328.88 FEET, A CHORD BEARING OF NORTH 20°-46'-17" EAST, AND A CHORD LENGTH OF 233.17 FEET) AN ARC DISTANCE OF 238.35 FEET TO A CAPPED REBAR (R&C); THENCE RUN NORTH 00°-00'-33" EAST ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 60.62 FEET TO A CAPPED REBAR (WATTIER) AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 1, CREEKLINE, FIFTH ADDITION, AS RECORDED IN MAP BOOK 74, PAGE 88 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 00°-00'-33" EAST ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG THE WEST LINE OF SAID LOT 1, CREEKLINE, FIFTH ADDITION A DISTANCE OF 40.00 FEET TO A CAPPED REBAR (WATTIER); THENCE RUN SOUTH 89°-54'-32" EAST ALONG A LINE BEING 40 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, CREEKLINE, FIFTH ADDITION A DISTANCE OF 300.08 FEET TO A CAPPED REBAR (WATTIER) ON THE EAST LINE OF SAID LOT 1, CREEKLINE, FIFTH ADDITION; THENCE RUN SOUTH 00°-00'-33" WEST ALONG THE EAST LINE OF SAID LOT 1, CREEKLINE, FIFTH ADDITION A DISTANCE OF 40.00 FEET TO A CAPPED REBAR (R&C) AT THE SOUTHEAST CORNER OF SAID LOT 1, CREEKLINE, FIFTH ADDITION, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 1, CREEKLINE, SIXTH ADDITION; THENCE RUN SOUTH 09°-50'-41" WEST ALONG THE EAST LINE OF SAID LOT 1, CREEKLINE, SIXTH ADDITION A DISTANCE OF 102.22 FEET TO A CAPPED REBAR (R&C); THENCE RUN SOUTH 00°-18'-41" WEST ALONG THE EAST LINE OF SAID LOT 1, CREEKLINE, SIXTH ADDITION A DISTANCE OF 308.17 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 2.97 ACRES, MORE OR LESS.

The classification of said property is hereby changed from B-3, Community Business Suburban District and B-5, Office Distribution District, to B-3, Community 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-3, Community 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-3, Community Business Suburban District until all of the conditions set forth below have been complied with: 1. Completion of the Subdivision process for proposed 4600 Business Park Subdivision; 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 9th day of April, 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 20th day of March, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **4600 Cypress Business Park Drive.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **B-3, Community Business Suburban District and B-5, Office Distribution District, to B-3, Community 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-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 for proposed 4600 Business Park Subdivision; 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:

LOT 1, CREEKLINE, SIXTH ADDITION, AS RECORDED IN MAP BOOK 75, PAGE 49 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA TOGETHER WITH THE SOUTH 40 FEET OF LOT 1, CREEKLINE, FIFTH ADDITION, AS RECORDED IN MAP BOOK 74, PAGE 88 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CAPPED REBAR (ILLEGIBLE) AT THE SOUTHEAST CORNER OF LOT 1, CREEKLINE, SIXTH ADDITION, AS RECORDED IN MAP BOOK 75, PAGE 49 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 76°-48'-06" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF HIGGINS ROAD (50' R/W) AND ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 357.47 FEET TO A CAPPED REBAR (WATTIER); THENCE RUN ALONG SAID RIGHT-OF-WAY LINE, ALONG THE SOUTH LINE OF SAID LOT 1, AND ALONG THE ARC OF A CURVE TO THE RIGHT (HAVING A DELTA OF 118°-20'-08", A RADIUS OF 30.00 FEET, A CHORD BEARING OF NORTH 17°-38'-02" WEST, AND A CHORD LENGTH OF 51.52 FEET) AN ARC DISTANCE OF 61.96 FEET TO A CAPPED REBAR (R&C) ON THE EAST RIGHT-OF-WAY LINE OF CYPRESS BUSINESS PARK DRIVE (60' R/W) AND THE WEST LINE OF SAID LOT 1; THENCE RUN NORTHWARD ALONG SAID EAST RIGHT-OF-WAY LINE, ALONG THE WEST LINE OF SAID LOT 1, AND ALONG THE ARC OF A CURVE TO THE LEFT (HAVING A DELTA OF 41°-31'-29", A RADIUS OF 328.88 FEET, A CHORD BEARING OF NORTH 20°-46'-17" EAST, AND A CHORD LENGTH OF 233.17 FEET) AN ARC DISTANCE OF 238.35 FEET TO A CAPPED REBAR (R&C); THENCE RUN NORTH 00°-00'-33" EAST ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG THE WEST LINE OF SAID LOT 1 A

DISTANCE OF 60.62 FEET TO A CAPPED REBAR (WATTIER) AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 1, CREEKLINE, FIFTH ADDITION, AS RECORDED IN MAP BOOK 74, PAGE 88 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 00°-00'-33" EAST ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG THE WEST LINE OF SAID LOT 1, CREEKLINE, FIFTH ADDITION A DISTANCE OF 40.00 FEET TO A CAPPED REBAR (WATTIER); THENCE RUN SOUTH 89°-54'-32" EAST ALONG A LINE BEING 40 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, CREEKLINE, FIFTH ADDITION A DISTANCE OF 300.08 FEET TO A CAPPED REBAR (WATTIER) ON THE EAST LINE OF SAID LOT 1, CREEKLINE, FIFTH ADDITION; THENCE RUN SOUTH 00°-00'-33" WEST ALONG THE EAST LINE OF SAID LOT 1, CREEKLINE, FIFTH ADDITION A DISTANCE OF 40.00 FEET TO A CAPPED REBAR (R&C) AT THE SOUTHEAST CORNER OF SAID LOT 1, CREEKLINE, FIFTH ADDITION, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 1, CREEKLINE, SIXTH ADDITION; THENCE RUN SOUTH 09°-50'-41" WEST ALONG THE EAST LINE OF SAID LOT 1, CREEKLINE, SIXTH ADDITION A DISTANCE OF 102.22 FEET TO A CAPPED REBAR (R&C); THENCE RUN SOUTH 00°-18'-41" WEST ALONG THE EAST LINE OF SAID LOT 1, CREEKLINE, SIXTH ADDITION A DISTANCE OF 308.17 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 2.97 ACRES, MORE OR LESS.

The classification of said property is hereby changed from **B-3, Community Business Suburban District and B-5, Office Distribution District, to B-3, Community 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-3, Community 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-3, Community Business Suburban District** until all of the conditions set forth below have been complied with: **1. Completion of the Subdivision process for proposed 4600 Business Park Subdivision; 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

4600 Business Park Subdivision, Bestor Ward, III (Mark A. Wattier, Wattier Surveying, Inc., Agent)
4600 Cypress Business Park Drive
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

March 6, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on February 22, 2024 considered the request of **4600 Business Park Subdivision, Bestor Ward, III (Mark A. Wattier, Wattier Surveying, Inc., Agent)** for a change in zoning from **B-3, Community Business Suburban District and B-5, Office Distribution District, to B-3, Community Business Suburban District** for the property located at **4600 Cypress Business 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

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 _____ day of _____, 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 _____ day of _____, 20__ in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **4600 Cypress Business Park Drive.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **B-3, Community Business Suburban District and B-5, Office Distribution District, to B-3, Community 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-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 for proposed 4600 Business Park Subdivision; 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.

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:

LOT 1, CREEKLINE, SIXTH ADDITION, AS RECORDED IN MAP BOOK 75, PAGE 49 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA TOGETHER WITH THE SOUTH 40 FEET OF LOT 1, CREEKLINE, FIFTH ADDITION, AS RECORDED IN MAP BOOK 74, PAGE 88 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CAPPED REBAR (ILLEGIBLE) AT THE SOUTHEAST CORNER OF LOT 1, CREEKLINE, SIXTH ADDITION, AS RECORDED IN MAP BOOK 75, PAGE 49 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 76°-48'-06" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF HIGGINS ROAD (50' R/W) AND ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 357.47 FEET TO A CAPPED REBAR (WATTIER); THENCE RUN ALONG SAID RIGHT-OF-WAY LINE, ALONG THE SOUTH LINE OF SAID LOT 1, AND ALONG THE ARC OF A CURVE TO THE RIGHT (HAVING A DELTA OF 118°-20'-08", A RADIUS OF 30.00 FEET, A CHORD BEARING OF NORTH 17°-38'-02" WEST, AND A CHORD LENGTH OF 51.52 FEET) AN ARC DISTANCE OF 61.96 FEET TO A CAPPED REBAR (R&C) ON THE EAST RIGHT-OF-WAY LINE OF CYPRESS BUSINESS PARK DRIVE (60' R/W) AND THE WEST LINE OF SAID LOT 1; THENCE RUN NORTHWARD ALONG SAID EAST RIGHT-OF-WAY LINE, ALONG THE WEST LINE OF SAID LOT 1, AND ALONG THE ARC OF A CURVE TO THE LEFT (HAVING A DELTA OF 41°-31'-29", A RADIUS OF 328.88 FEET, A CHORD BEARING OF NORTH 20°-46'-17" EAST, AND A CHORD LENGTH OF 233.17 FEET) AN ARC DISTANCE OF 238.35 FEET TO A CAPPED REBAR (R&C); THENCE RUN NORTH 00°-00'-33" EAST ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 60.62 FEET TO A CAPPED REBAR (WATTIER) AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 1, CREEKLINE, FIFTH ADDITION, AS

RECORDED IN MAP BOOK 74, PAGE 88 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 00°-00'-33" EAST ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG THE WEST LINE OF SAID LOT 1, CREEKLINE, FIFTH ADDITION A DISTANCE OF 40.00 FEET TO A CAPPED REBAR (WATTIER); THENCE RUN SOUTH 89°-54'-32" EAST ALONG A LINE BEING 40 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, CREEKLINE, FIFTH ADDITION A DISTANCE OF 300.08 FEET TO A CAPPED REBAR (WATTIER) ON THE EAST LINE OF SAID LOT 1, CREEKLINE, FIFTH ADDITION; THENCE RUN SOUTH 00°-00'-33" WEST ALONG THE EAST LINE OF SAID LOT 1, CREEKLINE, FIFTH ADDITION A DISTANCE OF 40.00 FEET TO A CAPPED REBAR (R&C) AT THE SOUTHEAST CORNER OF SAID LOT 1, CREEKLINE, FIFTH ADDITION, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 1, CREEKLINE, SIXTH ADDITION; THENCE RUN SOUTH 09°-50'-41" WEST ALONG THE EAST LINE OF SAID LOT 1, CREEKLINE, SIXTH ADDITION A DISTANCE OF 102.22 FEET TO A CAPPED REBAR (R&C); THENCE RUN SOUTH 00°-18'-41" WEST ALONG THE EAST LINE OF SAID LOT 1, CREEKLINE, SIXTH ADDITION A DISTANCE OF 308.17 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 2.97 ACRES, MORE OR LESS.

The classification of said property is hereby changed from **B-3, Community Business Suburban District and B-5, Office Distribution District, to B-3, Community 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-3, Community 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-3, Community Business Suburban District** until all of the conditions set forth below have been complied with: **1. Completion of the Subdivision process for proposed 4600 Business Park Subdivision; 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

4600 Business Park Subdivision, Bestor Ward, III (Mark A. Wattier, Wattier Surveying, Inc., Agent)
4600 Cypress Business Park Drive
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

February 26, 2024

Mark A. Wattier
Wattier Surveying, Inc.
4318 Downtowner Loop N.
Suite H
Mobile, Alabama 36609

Re: 4600 Cypress Business Park Drive
ZON-UDC-002806-2024
4600 Business Park Subdivision
Bestor Ward, III (Mark A. Wattier, Wattier Surveying, Inc., Agent)
District 4
Rezoning from Community Business Suburban District (B-3) and Office Distribution District (B-5), to Community Business Suburban District (B-3).

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 determined the following criteria prevail to support rezoning of the property to B-3, Community Business Suburban District:

A) Consistency. The proposed amendment is consistent with the Comprehensive Plan; and

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 adversely impact neighboring properties; or
- Cause a loss in property values.

C) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.

D) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,

E) 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, Neighborhood Business Suburban District, subject to the following conditions:

1. Completion of the Subdivision process for proposed 4600 Business Park Subdivision;
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 $499.32. 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
January 25, 2024
PUBLIC HEARING NOTICE

Re: 4600 Cypress Business Park Drive
ZON-UDC-002806-2024
4600 Business Park Subdivision
Bestor Ward, III (Mark A. Wattier, Wattier Surveying, Inc., Agent)
District 4
Rezoning from Community Business Suburban District (B-3) and Office Distribution District (B-5), to Community Business Suburban District (B-3).

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.

The proposed application is Rezoning from Community Business Suburban District (B-3) and Office Distribution District (B-5), to Community Business Suburban District (B-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 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: 4600 Cypress Business Park Drive
ZON-UDC-002806-2024
4600 Business Park Subdivision
Bestor Ward, III (Mark A. Wattier, Wattier Surveying, Inc., Agent)
District 4
Rezoning from Community Business Suburban District (B-3) and Office Distribution District (B-5), to Community Business Suburban 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, 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.

The proposed application is Rezoning from Community Business Suburban District (B-3) and Office Distribution District (B-5), to Community Business Suburban District (B-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.

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:	Bestor Ward III	
Firm:	Ward Properties, Inc	
Phone:	251-342-0400	
Email:	bestor@wardpropertiesinc.com	
Address:	450 St.Louis St. Mobile, AL 36602	

	Owner	Design Professional
Name:	Bestor Ward III	
Firm:	Ward Properties, Inc.	
Phone:	251-342-0400	
Email:	bestor@wardpropertiesinc.com	
Address:	450 St. Louis St. Mobile, AL 36602	

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

4600 Cypress Business Park — Property Address

40 x 300 = 12,000.00 sq. ft. addition — Property Area (acres or square feet)

3306234000067001 — Parcel Number(s) or Key Number(s)

B-3 / B-5 — 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: 1/12/24

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: 1/12/24

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
- ☐ 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.
   This will be an extension of an existing rear parking lot. The extension would result in a "split" zoning of B-3 and B-5.
   We are requesting B-3 for both parcels.

   B-3 and B-5 — 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.
   Extending the parking lot allows for on site truck turning instead of backing up into the street.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
   The overall length if trucks is longer than when the building was constructed. This will allow for on site turning of truck.

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.
   Cypress Business Park
   Amazon may locate here
   U.S.P.S Distribution Center
   Other Distribution

2. Describe the surrounding land uses.
   Sea Pac, Amazon (maybe), Construction Companies, Trucking Companies, etc

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   None

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

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.
   Allows truck access to rear of building to turn on site versus turning in the street

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

We plan to expand an existing parking area into the vacant lot next door.

4600 BUSINESS PARK SUBDIVISION
LEGAL DESCRIPTION FOR REZONING APPLICATION

STATE OF ALABAMA
COUNTY OF MOBILE

THE SOUTH 40 FEET OF LOT 1, CREEKLINE FIFTH ADDTION, AS RECORDED IN MAP BOOK 74, PAGE 88 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

Justification: This is a down zoning of the recently acquired parcel to make its zoning match that of the currently existing 4600 Cypress Business Park. This strip of land will be used to expand the parking area behind 4600 Cypress business park to allow for todays 18 wheels to be able to better use the truck wells on the premises.

4 2600 Business Park Subdivision

Owners:

Bestor Ward
Ward Properties, Inc.
450 St. Louis St.; Mobile, AL 36602
bestor@wardpropertiesinc.com
251-583-8972

Greg Hahn
Seapac, Inc.
PO Box 2177; Tuscaloosa, AL 35403
g.hahn@comcast.net
205-242-0230

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Gregg Hahn, 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 4660 Cypress Business Park Drive Mobile AL 36619.

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.

Thomas Bestor Ward III
Designee (1)

bestor@wardpropertiesinc.com
Email

251-583-8972
Phone Number

Signature of Property Owner

Thomas Bestor Ward IV
Designee (2)

Bestorwardiv@wardpropertiesinc.com
Email

251-751-0418
Phone Number

1/17/2024
Date

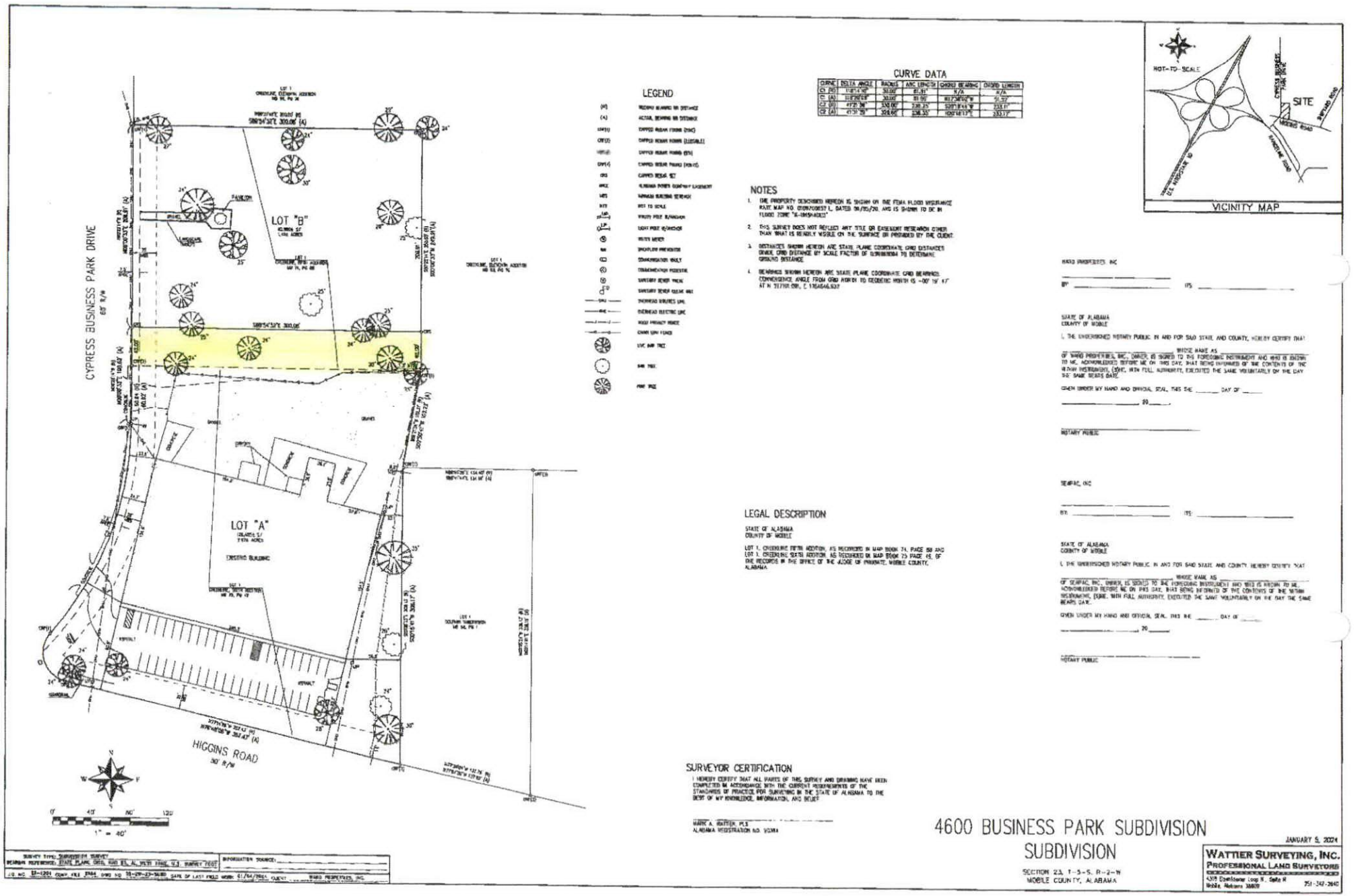
City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, Gregg Hahn, 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 behalf of Seapac Inc, a corporation for the property located within the city limits of Mobile, Alabama at 4660 Cypress Business Park Drive Mobile AL 36619.

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.

Thomas Bestor Ward III	Thomas Bestor Ward IV
Designee (1)	Designee (2)
bestor@wardpropertiesinc.com	bestorwardiv@wardpropertiesinc.com
Email	Email
251-583-8972	251-751-0418
Phone Number	Phone Number
Signature of Company Owner	1/17/2024
	Date



LEGEND

(M)	MEASURED BEARING OR DISTANCE
(A)	ACTUAL BEARING OR DISTANCE
CM(S)	CAPPED REBAR FOUND (CNC)
CM(D)	CAPPED REBAR FOUND (ILLEGIBLE)
CM(U)	CAPPED REBAR FOUND (UTL)
CM(-)	CAPPED REBAR FOUND (NO ID)
CRS	CAPPED REBAR SET
APCC	ALABAMA POWER COMPANY EASEMENT
MBL	MINIMUM BUILDING SETBACK
NTS	NOT TO SCALE
	UTILITY POLE W/ANCHOR
	LIGHT POLE W/ANCHOR
	WATER METER
	SPIGOT/FIRE HYDRANT
	TELECOMMUNICATION VAULT
	TELECOMMUNICATION PEDESTAL
	SANITARY SEWER MANHOLE
	SANITARY SEWER CLEAN OUT
	OVERHEAD UTILITIES LINE
	OVERHEAD ELECTRIC LINE
	WOOD PRIVACY FENCE
	CHAIN LINK FENCE
	DECIDUOUS TREE
	PINE TREE

CURVE DATA

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1 (R)	11°01'47"	50.00'	61.31'	N/A	N/A
C1 (A)	11°01'47"	50.00'	61.31'	N17°38'40"E	61.31'
C2 (R)	47°27'39"	330.00'	366.25'	S00°18'43"W	355.01'
C2 (A)	47°27'39"	329.60'	365.80'	S00°18'13"E	355.31'

NOTES

1. ONE PROPERTY DESCRIBED HEREON IS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP NO. 01097C0057 L, DATED 09/02/20, AND IS SHOWN TO BE IN FLOOD ZONE "X-UNSHADED".
2. THIS SURVEY DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH OTHER THAN WHAT IS READILY VISIBLE ON THE SURFACE OR PROVIDED BY THE CLIENT.
3. DISTANCES SHOWN HEREON ARE STATE PLANE COORDINATE GRID DISTANCES (NAD83, GRID DISTANCE BY SCALE FACTOR OF 0.99988004 TO DETERMINE GROUND DISTANCE.
4. BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE GRID BEARINGS. CONVERGENCE ANGLE FROM GRID NORTH TO GEODETIC NORTH IS -00° 19' 47" AT N 317101.091, E 1764646.937.

LEGAL DESCRIPTION

STATE OF ALABAMA
COUNTY OF MOBILE

LOT 1, CYPRESS FIFTH ADDITION, AS RECORDED IN MAP BOOK 74, PAGE 59 AND LOT 1, CYPRESS SIXTH ADDITION, AS RECORDED IN MAP BOOK 75 PAGE 15, OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

SURVEYOR CERTIFICATION

I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

MARK A. WATTIER, PLS
ALABAMA REGISTRATION NO. 19384

VICINITY MAP

HARD PROPERTIES, INC

BY _____ ITS _____

STATE OF ALABAMA
COUNTY OF MOBILE

I, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, HEREBY CERTIFY THAT _____ WHOSE NAME AS _____ OF HARD PROPERTIES, INC., OWNER, IS SIGNED TO THE FOREGOING INSTRUMENT AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY, THAT BEING INFORMED OF THE CONTENTS OF THE WITHIN INSTRUMENT, (DEED, WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS THE _____ DAY OF _____, 20____.

_____
NOTARY PUBLIC

SEAPAC, INC

BY _____ ITS _____

STATE OF ALABAMA
COUNTY OF MOBILE

I, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, HEREBY CERTIFY THAT _____ WHOSE NAME AS _____ OF SEAPAC, INC., OWNER, IS SIGNED TO THE FOREGOING INSTRUMENT AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY, THAT BEING INFORMED OF THE CONTENTS OF THE WITHIN INSTRUMENT, (DEED, WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS THE _____ DAY OF _____, 20____.

_____
NOTARY PUBLIC

SURVEY TYPE: SUBDIVISION SURVEY
BEARING REFERENCE: STATE PLANE, GRID, NAD 83, AL WEST ZONE, U.S. SURVEY FOOT
INFORMATION SOURCE: _____
J.O. NO. 23-1201 COMP. FILE 3984 DWG NO. 23-09-23-3480 DATE OF LAST FIELD WORK: 01/04/2024 CLIENT: HARD PROPERTIES, INC.

4600 BUSINESS PARK SUBDIVISION

SUBDIVISION

SECTION 23, T-5-S, R-2-W
MOBILE COUNTY, ALABAMA

JANUARY 5, 2024

WATTIER SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS
4319 Dauphinwood Loop N., Suite H
Mobile, Alabama 36609
251-342-2640

WARD PROPERTIES, INC
450 ST. LOUIS STREET
MOBILE, AL 36602

WARD PROPERTIES, INC
450 ST. LOUIS STREET
MOBILE, AL 36602

WARD PROPERTIES, INC
450 ST. LOUIS STREET
MOBILE, AL 36602

SEAPAC INC
PO BOX 2177
TUSCALOOSA, AL 35403

SEAPAC INC
PO BOX 2177
TUSCALOOSA, AL 35403

SEAPAC INC
PO BOX 2177
TUSCALOOSA, AL 35403

DOLPHIN PROPERTIES INC
3835 LE BLANC DR
THEODORE, AL 36582

DOLPHIN PROPERTIES INC
3835 LE BLANC DR
THEODORE, AL 36582

DOLPHIN PROPERTIES INC
3835 LE BLANC DR
THEODORE, AL 36582

BAY SIDE PROPERTIES L L C
3835 LEBLANC
THEODORE, AL 36582

BAY SIDE PROPERTIES L L C
3835 LEBLANC
THEODORE, AL 36582

BAY SIDE PROPERTIES L L C
3835 LEBLANC
THEODORE, AL 36582

EVANS JANICE D
4909 AUDUBON DR
MOBILE, AL 36619

EVANS JANICE D
4909 AUDUBON DR
MOBILE, AL 36619

EVANS JANICE D
4909 AUDUBON DR
MOBILE, AL 36619

ANTHONY A COOPER I LLC
900 HILLCREST RD STE A5
MOBILE, AL 36695

ANTHONY A COOPER I LLC
900 HILLCREST RD STE A5
MOBILE, AL 36695

ANTHONY A COOPER I LLC
900 HILLCREST RD STE A5
MOBILE, AL 36695

GENERIC PROPERTIES LLC
C/O BIRMINGHAM INVESTMENT
REALTY INC
1165 GADSDEN HWY
BIRMINGHAM, AL 35235

GENERIC PROPERTIES LLC
C/O BIRMINGHAM INVESTMENT
REALTY INC
1165 GADSDEN HWY
BIRMINGHAM, AL 35235

GENERIC PROPERTIES LLC
C/O BIRMINGHAM INVESTMENT
REALTY INC
1165 GADSDEN HWY
BIRMINGHAM, AL 35235

OFFICE MANAGEMENT SYSTEMS
OF ALABAMA INC
327 YORKVILLE RD E
COLUMBUS, MS 39702

OFFICE MANAGEMENT SYSTEMS
OF ALABAMA INC
327 YORKVILLE RD E
COLUMBUS, MS 39702

OFFICE MANAGEMENT SYSTEMS
OF ALABAMA INC
327 YORKVILLE RD E
COLUMBUS, MS 39702

MBT INVESTMENTS LLC
P O BOX 190034
MOBILE, AL 36619

MBT INVESTMENTS LLC
P O BOX 190034
MOBILE, AL 36619

MBT INVESTMENTS LLC
P O BOX 190034
MOBILE, AL 36619

AMAZON.COM SERVICES LLC
C/O AMAZON PROPERTY TAX
PO BOX 80416
SEATTLE, WA 98108

AMAZON.COM SERVICES LLC
C/O AMAZON PROPERTY TAX
PO BOX 80416
SEATTLE, WA 98108

AMAZON.COM SERVICES LLC
C/O AMAZON PROPERTY TAX
PO BOX 80416
SEATTLE, WA 98108

Agenda Item # 11

SUB-002807-2024 & ZON-UDC-002806-2024

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:
4600 Cypress Business Park Drive

Subdivision Name:
4600 Business Park Subdivision

Applicant / Agent:
Bestor Ward, III / Mark A. Wattier, Wattier Surveying, Inc.

Property Owner:
Ward Properties, Inc. and Seapac, Inc.

Current Zoning:
B-3, Community Business Suburban District, and B-5, Office-Distribution District

Proposed Zoning:
B-3, Community Business Suburban District

Future Land Use:
Heavy Industry

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 B-3 and B-5 to B-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 ten (10) 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

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by miscellaneous commercial and residential units.

APPLICATION NUMBER 11 DATE February 22, 2024	N
APPLICANT 4600 Business Park Subdivision	
REQUEST Subdivision, Rezoning from B-3 and B-5 to B-3	NTS

SITE HISTORY

The subject site was annexed into the City of Mobile in 1993 and assigned R-1 zoning.

In June, 1995 Creekline Subdivision, Sixth Addition created the lot at the corner of Cypress Business Park Drive and Higgins Road. The following month, Creekline Subdivision, Fifth Addition created the adjacent lot to the North.

In August, 1996 both lots were rezoned from R-1. The corner lot was rezoned to its current B-3 classification, and the adjacent lot was rezoned to its current B-5 classification.

In February, 1998 a Sidewalk Waiver was granted for the corner lot to waive construction of sidewalks along both Cypress Business Park Drive and Higgins Road.

In March, 1998 the Board of Zoning Adjustment granted a Parking Surface Variance to allow aggregate parking in a B-3 district for the corner lot.

Mobile County tax bill data indicates the corner lot was developed in 1998. The adjacent lot remains undeveloped, except for a pavilion.

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 a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer.
C. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 23 - #90) LOTS A and B 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 A – NONE AND LOT B – NONE.
D. 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.
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

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 two (2) existing lots of record via the shifting of the common internal property line between the lots. The subject site is served by public water and sanitary services.

The preliminary plat indicates that the existing common internal property line is to be relocated forty (40) feet to the North to enlarge Lot 1, Creekline Subdivision Sixth Addition, and reduce Lot 1, Creekline Subdivision, Fifth Addition. 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 Higgins Road and Cypress Business Park Drive. Higgins Road is a minor street without curb and gutter and a substandard 50-foot right-of-way. However, as no dedication was required with the approval of Creekline Subdivision, Sixth Addition, no dedication should be required for this review. Cypress Business Park Drive is also a minor street, but with curb and gutter, and a compliant 60-foot right-of-way. Therefore, no dedication would be required. The right-of-way widths of both streets should be retained on the Final Plat, if approved.

As on the preliminary plat the 25-foot minimum building setback line along both streets should be retained on the Final Plat, if approved.

The plat indicates an Alabama Power Company easement along Cypress Business Park Drive. Therefore, a note should be placed on the Final Plat stating that no structures are allowed in any easement without permission of the easement holder.

Lot 1, Creekline Subdivision, Sixth Addition is currently zoned B-3, Community Business Suburban District, and the adjacent Lot 1, Creekline Subdivision, Fifth Addition is currently zoned B-5, Office-Distribution District. As proposed, Lot A would incorporate 40 feet of the existing Lot 1, Creekline Subdivision, Fifth Addition; therefore, the proposed rezoning from B-3 and B-5 to B-3 for proposed Lot A should be completed to eliminate split zoning before the Final Plat can be signed.

It should also be noted that due to the expansion of Lot 1, Creekline Subdivision, Sixth Addition, a new Sidewalk Waiver request will be required, or sidewalk provided, along the extended Cypress Business Park Drive frontage prior to any further development.

Rezoning

With the proposed subdivision, a split-zoned situation would occur for proposed Lot A. In order to eliminate split zoning, the applicant proposes to rezone the proposed Lot A from B-3 and B-5 to B-3. In this instance, the subdivision of land makes reclassification necessary and desirable to eliminate split zoning. The proposed B-3 classification would be in keeping with the current land use of the site. The Rezoning process should be completed prior to signing the Final Plat for the proposed subdivision.

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 from B-3 and B-5 to B-3 for proposed Lot A prior to signing the Final Plat;
2. 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;
3. Retention of the right-of-way width of both streets on the Final Plat;
4. Retention of the 25-foot minimum building setback line along both streets;
5. Placement of a note on the Final Plat stating that no structures are allowed in any easement without permission of the easement holder;
6. Provision of a sidewalk along the extended Cypress Business Park Drive frontage at the time of development, or submission of a Sidewalk Waiver for that portion of the lot;
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 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.

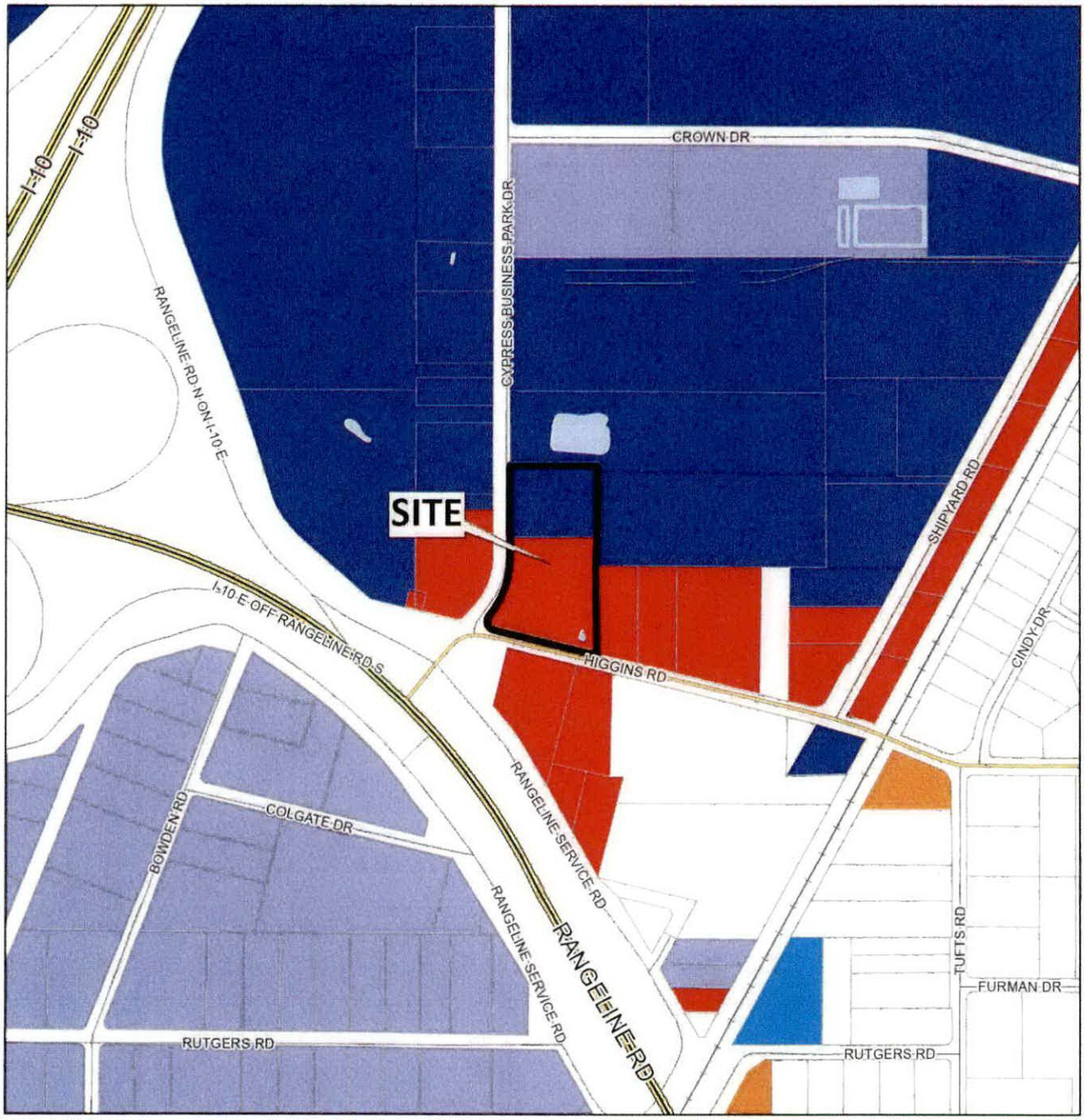
The applicant's responses to address the above criteria are available in the link on page one (1).

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 for proposed 4600 Business Park Subdivision;
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 11 DATE February 22, 2024

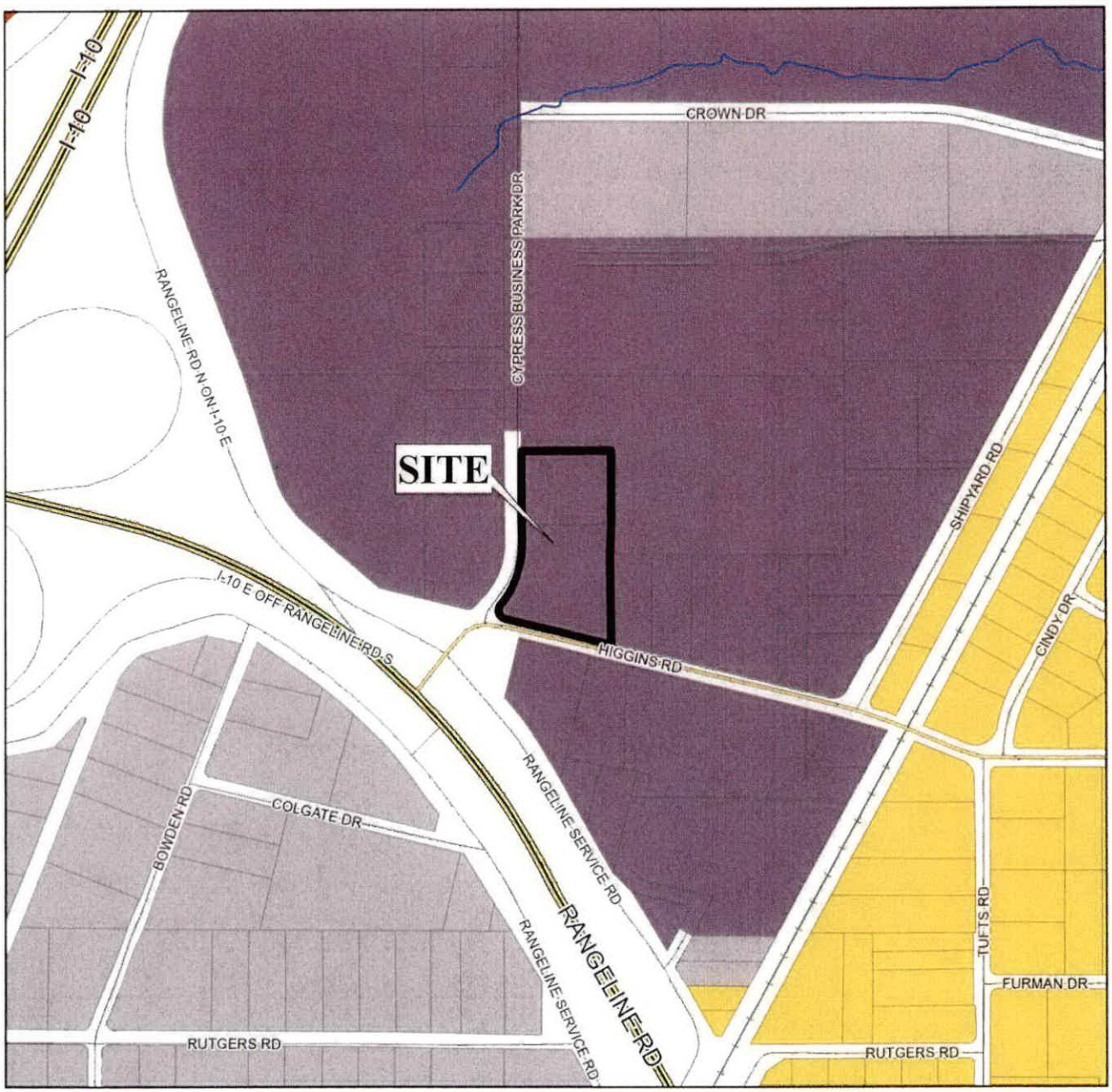
APPLICANT 4600 Business Park Subdivision

REQUEST Subdivision, Rezoning from B-3 and B-5 to B-3

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 11 DATE February 22, 2024

APPLICANT 4600 Business Park Subdivision

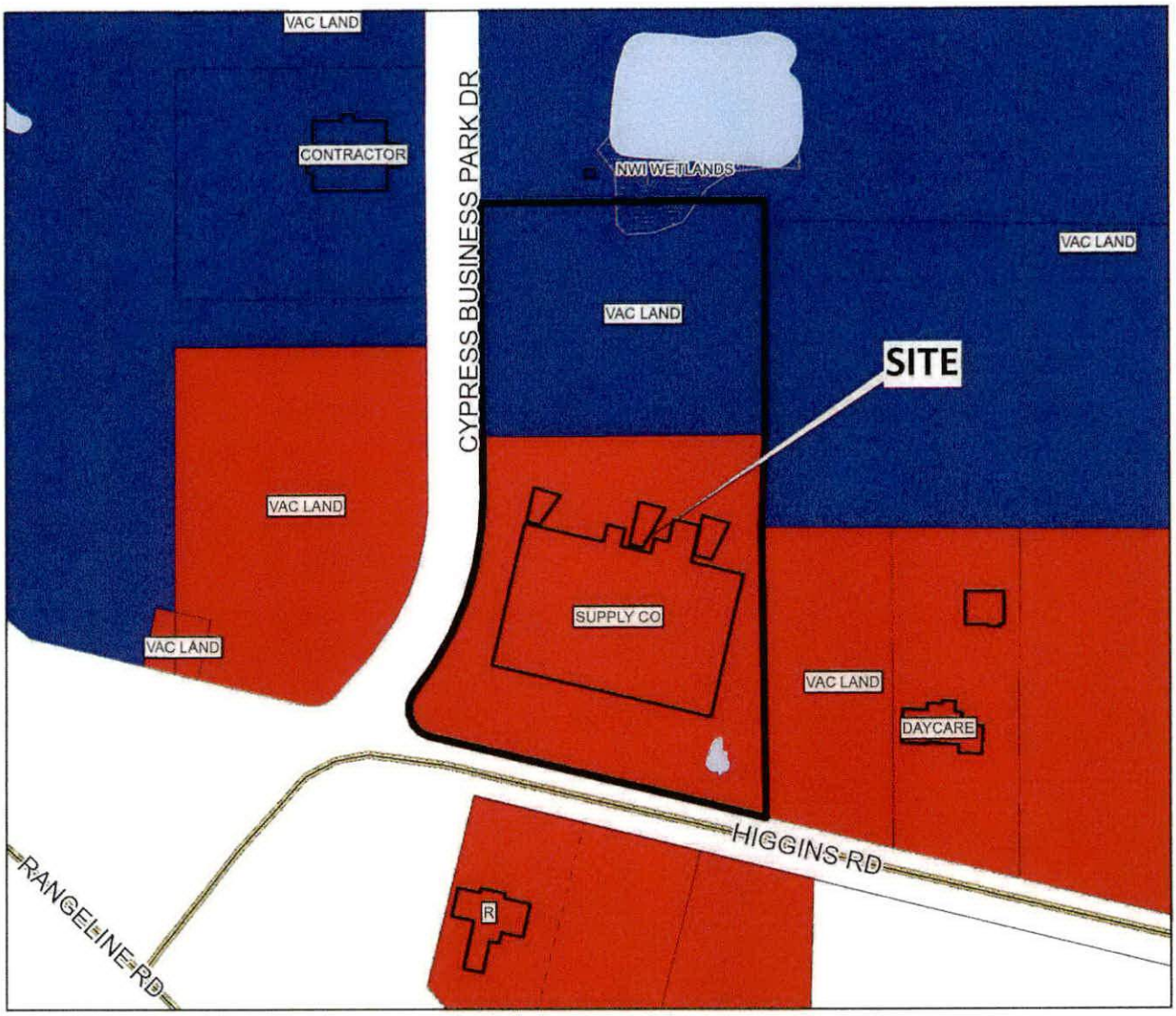
REQUEST Subdivision, Rezoning from B-3 and B-5 to B-3

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 miscellaneous commercial and residential units.

APPLICATION NUMBER 11 DATE February 22, 2024

APPLICANT 4600 Business Park Subdivision

REQUEST Subdivision, Rezoning from B-3 and B-5 to B-3

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

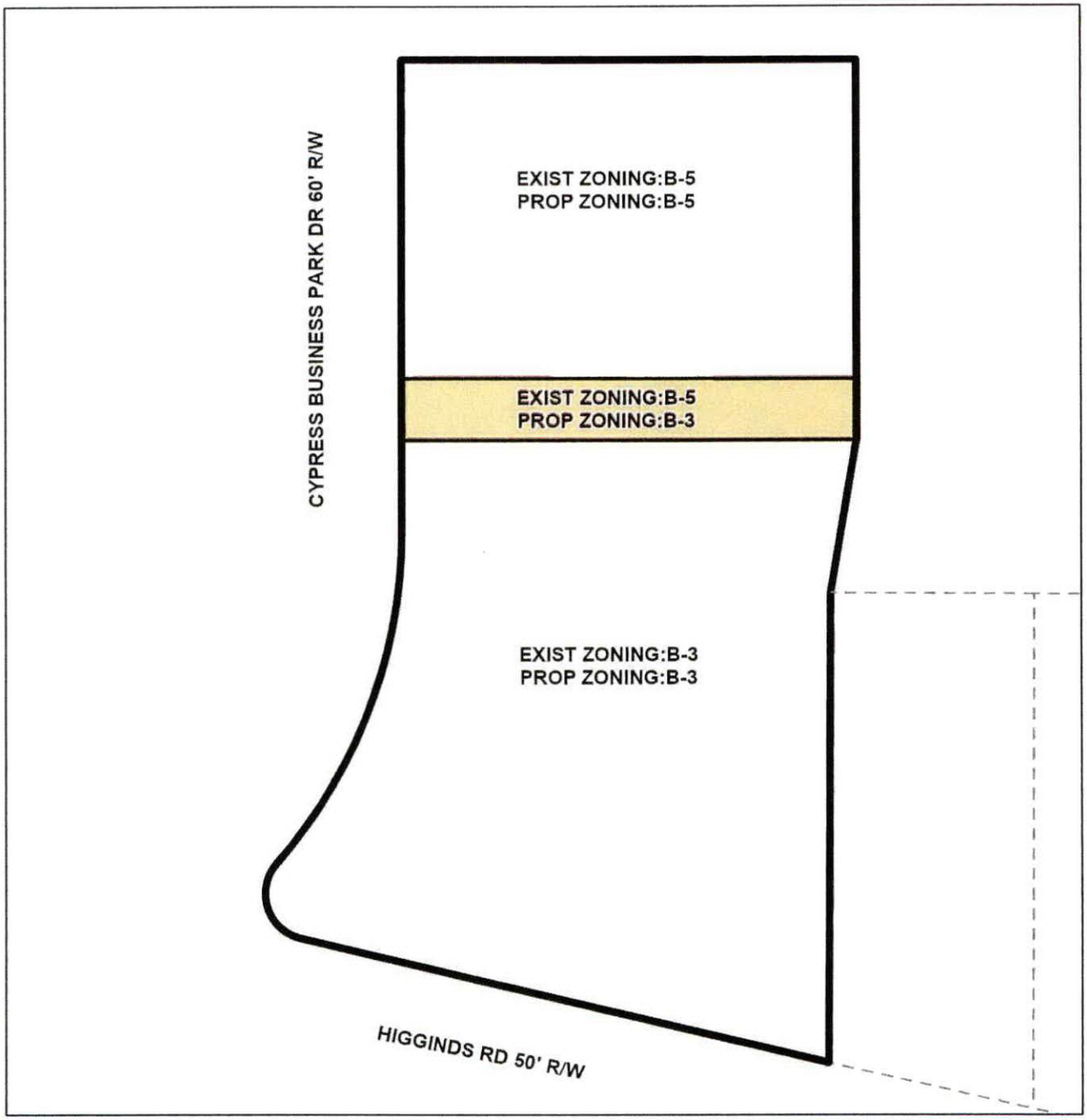
The site plan illustrates the existing building, parking, setbacks, and easement.

APPLICATION NUMBER	11	DATE	February 22, 2024
APPLICANT	4600 Business Park Subdivision		
REQUEST	Subdivision, Rezoning from B-3 and B-5 to B-3		

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 11 DATE February 22, 2024

APPLICANT 4600 Business Park Subdivision

REQUEST Subdivision, Rezoning from B-3 and B-5 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)

HEAVY INDUSTRY (HI)

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

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

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

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

AGENDA ITEM SUMMARY SHEET

Agenda of:4/9/2024

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	3/1/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/1/2024 - 12:03 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 to Consider an
Ordinance to Amend Chapter 64, Article 5, Section 5
of the Unified Development Code

Pursuant to Resolution of the Mobile, Alabama City Council adopted **March 5, 2024**, a public hearing will be held on the **2nd** day of **April**, 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. Further, the City Council may consider zoning classifications other than the ones sought, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

AN ORDINANCE TO AMEND THE CITY OF MOBILE UNIFIED DEVELOPMENT CODE, CHAPTER 64, ARTICLE 5, SECTION 5 TO REMOVE THE REQUIREMENT THAT THE CITY COUNCIL ACT ON A REZONING APPLICATION AT THE PUBLIC HEARING ON SAME

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

SECTION ONE: Mobile City Code Section 64-5-5(D)(3)(d), which reads in full, "At the conclusion of the hearing, the city council shall approve, approve with conditions or deny the amendment[,]" is hereby REPEALED.

SECTION TWO: Miscellaneous

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

(b) This ordinance shall be effective within the City of Mobile immediately upon 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 2nd day of April, 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 20th day of March, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code would amend Chapter 64, Article 5, Section 5 to remove the requirement that the City Council act on a rezoning at the public hearing on the same.

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.

64-020 **2024**

SPONSORED BY: COUNCILMEMBER BEN REYNOLDS

AN ORDINANCE TO AMEND THE CITY OF MOBILE UNIFIED DEVELOPMENT CODE, CHAPTER 64, ARTICLE 5, SECTION 5 TO REMOVE THE REQUIREMENT THAT THE CITY COUNCIL ACT ON A REZONING APPLICATION AT THE PUBLIC HEARING ON SAME

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

SECTION ONE: Mobile City Code Section 64-5-5(D)(3)(d), which reads in full, "At the conclusion of the hearing, the city council shall approve, approve with conditions or deny the amendment[,]" is hereby **REPEALED.**

SECTION TWO: Miscellaneous

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

(b) This ordinance shall be effective within the City of Mobile immediately upon its adoption and publication as required by law.

APPROVED:

_____

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/9/2024

Submitted by:

Director Robert Lasky, Public Safety

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize a grant application to the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS), in the amount of $400,000.00 in support of the FY 2024 Promoting Access to Crisis Teams (PACT). There is no match requirement.

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds $400,000.00 **Matching Funds** 0

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	4/4/2024

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Angle, Laura	Approved	4/4/2024 - 11:52 AM
Legal	Kern, Chris	Approved	4/4/2024 - 1:40 PM
Legal	Kern, Chris	Approved	4/4/2024 - 1:41 PM
Mayors Office	Barber, James	Approved	4/4/2024 - 2:16 PM

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the U.S. Department of Justice (DOJ), The Office of Community Oriented Policing Services (COPS), grant assistance in the amount of $400,000.00 in support of the FY 2024 Promoting Access to Crisis Teams (PACT) Program. There is no match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the U.S. Department of Justice, Office of Community Oriented Policing Services. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/9/2024

Submitted by:

Director Robert Lasky, Public Safety

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize a grant application to the U.S. Department of Justice (DOJ), the Office of Community Oriented Policing Services (COPS), in the amount of $175,000.00 in support of the FY 2024 Microgrant for Underserved Populations. There is no match requirement.

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds $175,000.00 **Matching Funds** 0

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	4/4/2024

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Angle, Laura	Approved	4/4/2024 - 11:52 AM
Legal	Kern, Chris	Approved	4/4/2024 - 1:41 PM
Legal	Kern, Chris	Approved	4/4/2024 - 1:41 PM
Mayors Office	Barber, James	Approved	4/4/2024 - 2:16 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 is authorized to apply, accept and receive from the U.S. Department of Justice (DOJ), Office of Community Oriented Policing Services (COPS), a Notice of Award for grant assistance in the amount of $175,000.00 for the FY 2024 Microgrant for Underserved Populations. There is no match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the U.S. Department of Justice, or the Office of Community Oriented Policing Services. Any agreement for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/9/2024

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Council District 1	Cory Penn	4 Cases
Council District 2	William Carroll	2 Cases
Council District 3	C J Small	5 Cases
Council District 4	Ben Reynolds	1 Case
Council District 5	Joel Daves	2 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 69

Effective Date of Contract:

4/9/2024

Funding Source

Project # Repeat Weed Lien Group 69 **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 69	Backup Material	4/3/2024
resolution	Cover Memo	4/4/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal			4/4/2024 - 12:43

Enforcement	Gauthier, Lana	Approved	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: **April 1, 2024**

SUBJECT: **Repeat Weed Lien Invoices G-69**

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) **69.** Please place these on the City Council's Agenda for **April 9, 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							
	GROUP 69						Res. No.	
11/7/2023	1st REPEAT WEED LIEN LETTERS SENT						11-058	
4/9/2024	REPEAT WEED LIEN LOTS TO BE ASSESSED FOR COST							
			Old SRO	New	Initial	Times	Amount	CBD
Item	Address	Dis	Case #	Case #		cut within	Assessed	CBO
No.								
1	3057 Kendale Dr	1	28839	31402	2/14/2023	1	$ 282.00	
2	1612 Marengo Dr	3	28047	31403	7/20/2021	1	$ 282.00	
3	902 Gulf Terra Dr W	3	29364	31405	10/4/2022	1	$ 50.00	CBO
4	660 Pillans St	3	29735	31406	11/9/2021	1	$ 50.00	CBO
5	627 Crenshaw St	5	30402	31408	8/16/2022	1	$ 282.00	
6	704 South Carolina St	3	32103	31409	2/14/2023	1	$ 282.00	
7	400 La Rose Dr	5	31985	31410	6/1/2021	1	$ 50.00	CBO
8	306 N Ann St	2	31766	31411	1/4/2022	1	$ 282.00	
9	722 Kentucky St	3	31072	31412	11/9/2021	1	$ 282.00	
10	716 Shannon St	5	31081	31413	2/9/2021	1	$ 321.65	
11	704 Pillans St	3	30716	31415	3/2/2022	1	$ 282.00	
12	407 Calhoun St	2	27088	31414	10/5/2021	2	$ 382.00	
13	0 Next St	1	29380	31418	6/8/2022	2	$ 382.00	
	Par No. (29 02 44 0 013 373.XXX)							
14	1151 Alba St	3	27050	31420	1/26/2021	1	$ 50.00	CBO
15	1106 Rotterdam St	2	15019	31423	2/16/2021	1	$ 50.00	CBO
16	2853 Pleasant Valley Rd	4	30672	31426	7/17/2023	2	$ 887.84	
17	2457 Dauphin Island Pkwy	3	22554	31427	2/16/2021	1	$ 282.00	
18	701 Montclaire Way	5	30370	31428	6/29/2021	1	$ -	CBD
19	2061 Tucker St	1	30027	31429	2/14/2023	1	$ 282.00	
20	0 Butler St/1602 Roach St	1		31432	10/19/2021	1	$ 300.69	
	Par No.(29 02 44 0 012 223.XXX)							
	Total						$ 5,062.18	

District total for this group	
1	4
2	3
3	8
4	1
5	4
6	0
7	0
	20

Numbers of lots cut	
1	4
2	2
3	5
4	1
5	2
6	0
7	0
	14

*CBO Cut By Owner

*N/A Taken out by Inspector

*ADD Added in from other Groups

Amy Parker 4-1-24

Marchetta Tate 4-1-24

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 1, 2024

Lot Owner: **USAAUS LLC**

Address: **408 PENINSULA BLVD**

City, State, Zip: **GULF SHORES, AL 36542**

Repeat Group Number: **69** Item # **1**

Lot Description: **LOT 10 DALEVIEW MBK 6 PGS 533-534 #SEC 51 T4S R1W #MP29 09 51 0 004 LOT 10 DALEVIEW MBK 6 PGS 533-534 #SEC 51 T4S R1W #MP29 09 51 0 004(29 09 51 0 004 166.XXX) 3057 KENDALE DR**

Nuisance Date: 11/7/2023

Date lot was cut: 3/22/2024 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	8,060	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

Marketta Tate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 1, 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: **69** Item # **2**

Lot Description: **LOT 121 GULF MANOR MBK 6 PG 451-2 #SEC 36 T5S R1W #MP32 03 36 0 001 (32 03 36 0 001 042.XXX) 1612 MARENGO DR**

Nuisance Date: 11/7/2023

Date lot was cut: 3/22/2024 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	8,490	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

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 1, 2024

Lot Owner: **EDWARDS CHEREASE C**
C/O CONSUMER MORTGAGE CO INC

Address: **766 DOWNTOWNER LOOP W**

City, State, Zip: **MOBILE, AL 36609**

Repeat Group Number: **69** Item # **3**

Lot Description: **LOT 8 GULF TERRA SUB 1ST UNIT MBK 10 P 77 #SEC 51 T4S R1W #MP29 09 51 0 007 (29 09 51 0 007 275.XXX) 902 GULF TERRA DR**

Nuisance Date: 11/7/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,086	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

Sholia Dean
SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 1, 2024

Lot Owner: **TOBOR GLORIA F, RACHAEL L TOBOR &**
ROBERT B TOBOR

Address: **P. O. BOX 550641**

City, State, Zip: **HOUSTON, TX 77255-0641**

Repeat Group Number: **69** Item # **4**

Lot Description: **LOT 11 BLK 6 ADD TO SIMS SE COND ADD DBK 127 P 387 #SEC 37 T4S R1W #MP29 10 37 0 008 (29 10 37 0 008 042.XXX) 660 PILLANS ST**

Nuisance Date: 11/7/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,427	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 Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 1, 2024

Lot Owner: **JANSSEN WALTER C JR**

Address: **627 CRENSHAW ST**

City, State, Zip: **MOBILE, AL 36606**

Repeat Group Number: **69** Item # **5**

Lot Description: **COMG AT SE COR OF CRENSHAW & SENATOR ST TH S-LY ALG E/L OF CRENSHAW ST 650 FT TO POB OF PPTY HEREIN DESC TH CONT SLY ALG E/L OF CRENSHAW ST 65 FT TO PT TH ELY & PAR TO SENATOR ST 125 FT TO PT TH NLY & PAR TO CRENSHAW ST 65 FT TO PT TH WLY & PAR TO SENATOR ST 125 FT TO POB #SEC 29 T4S R1W #MP29 09 29 1 003 (29 09 29 1 003 015.XXX) 627 CRENSHAW ST**

Nuisance Date: 11/7/2023

Date lot was cut: 3/22/2024 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	8,125	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

Sheila Dean
SECRETARY

Marchetta Tate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 1, 2024

Lot Owner: **DCR INVESTMENTS INC**

Address: **12626 HILLARD JENKINS RD**

City, State, Zip: **LOXLEY, AL 36551**

Repeat Group Number: **69** Item # **6**

Lot Description: **LOT 13 BLK 4 SIMS 2ND ADDN DBK 120 PG 486 #SEC 37 T4S R1W #MP29 10 37 0 003 (29 10 37 0 003 065.XXX) 704 SOUTH CAROLINA ST**

Nuisance Date: 11/7/2023

Date lot was cut: 3/22/2024 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,500	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

Sheila Dear
SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 1, 2024

Lot Owner: **VAUGHN KEVIN A**

Address: **P. O. BOX 91831**

City, State, Zip: **MOBILE, AL 36691**

Repeat Group Number: **69** Item # **7**

Lot Description: **LOT 10 BLK L BERKSHIRE HILLS PART C MBK 8 P 243 #SEC 38 T4S R2W #MP28 08 38 4 003 (28 08 38 4 003 001.XXX) 400 LA ROSE DR**

Nuisance Date: 11/7/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	9,579	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

SheliaDean
SECRETARY

Marchette Tate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 1, 2024

Lot Owner: **LEWIS ANNIE PEARL**
C/O NELLENA J HOLLOWAY

Address: **P. O. BOX 1216**

City, State, Zip: **SPOKANE, WA 99210**

Repeat Group Number: **69** Item # **8**

Lot Description: **LOT 3 BLK 34 CAMP GROUND TRT MBK 1/12 DESC AS FOLL BEG AT PT ON E/S OF ANN ST 103 FT N OF NEL COR OF ANN & ADAMS STS THEN RUN NLY ALG ANN ST 51 6/12 FT FOR A FRONT THEN EXT BACK ELY 120 FT FOR A DEPTH THEN SLY & PAR WITH ANN ST 516/12 FT FOR A WIDTH IN REAR THEN W-LY 120 FT TO PL OF BEG #SEC 40 T4S R1W #MP29 06 40 0 007 (29 06 40 0 007 082.XXX) 306 N ANN ST**

Nuisance Date: 11/7/2023

Date lot was cut: 3/22/2024 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,679	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

SheliaDear
SECRETARY

Natasheta Waite
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 1, 2024

Lot Owner: **GRICE WILLIAM**
C/O WILLIAM TAYLOR

Address: **P. O. BOX 163**

City, State, Zip: **UNIONDALE, NY 11553-0163**

Repeat Group Number: **69** Item # **9**

Lot Description: **LOTS 68 & 69 SQ #1 OAKDALE SUB DBK 156 PG 458-463 #SEC 37 T4S R1W #MP29 10 37 0 008 (29 10 37 0 008 077.XXX) 722 KENTUCKY ST**

Nuisance Date: 11/7/2023

Date lot was cut: 3/22/2024 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,648	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

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 1, 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: **69** Item # **10**

Lot Description: **LOT 55 SHANNON HEIGHTS LESS W 20 FT MBK 3/307 #SEC 29 T4S R1W #MP29 09 29 3 002 (29 09 29 3 002 059.XXX) 716 SHANNON ST**

Nuisance Date: 11/7/2023

Date lot was cut: 3/22/2024 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		13,172	$	0.0125	$	164.65
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:			$	321.65

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 1, 2024

Lot Owner: **MIXON SAMUEL, CONNIE R ENGLAND**
& C/O CAROLYN RANKINS SHIELDS

Address: **1683 MASSEY RD**

City, State, Zip: **ALABASTER, AL 35007-4705**

Repeat Group Number: **69** Item # **11**

Lot Description: **LOT 8 & E 10 FT OF LOT 9 SQ 7 OF ADD TO SIMS 2ND ADD DBK 127/387 #SEC 37 T4S R1W #MP29 10 37 0 008 (29 10 37 0 008 046.XXX) 704 PILLANS ST**

Nuisance Date: 11/7/2023

Date lot was cut: 3/22/2024 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,972	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

Sheila Dear
SECRETARY

Marchetta Jaite
INSPECTOR

Tony Lackey
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 1, 2024

Lot Owner: **STALLWORTH WILLIE & MOLLIE**
C/O BARBARA EDWARDS

Address: **3655 WENLOCK CT**

City, State, Zip: **MOBILE, AL 36693-5074**

Repeat Group Number: **69** Item # **12**

Lot Description: **LOT 14 BLK 65 CAMP GROUND T RT MBK 1 P 12 #SEC 40 T4S R1W #MP29 06 40 0 004 (29 06 40 0 004 178.XXX) 407 CALHOUN ST**

Nuisance Date: 11/7/2023

Date lot was cut: 3/22/2024 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

Shelia Dean
SECRETARY

Matthew Tate
INSPECTOR

Jay Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 1, 2024

Lot Owner: **LITTRELL STEVIE**

Address: **P. O. BOX 74**

City, State, Zip: **KODAK, TN 37764-0074**

Repeat Group Number: **69** Item # **13**

Lot Description: **LOT 5 OF BLK 15 2ND SUB OF LAFARGUE PLACE MBK 6 P 463 #SEC 44 T4S R1W #MP29 02 44 0 013 (29 02 44 0 013 373.XXX) 1221 NEXT ST**

Nuisance Date: 11/7/2023

Date lot was cut: 3/22/2024 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,000	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

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 1, 2024

Lot Owner: **PATTERSON TERRI L**

Address: **634 CEDRICK LN**

City, State, Zip: **STONE MOUNTAIN, GA 30087**

Repeat Group Number: **69** Item # **14**

Lot Description: **LOT 9 BLK 6 BASCOMBE TRT DBK 128/1 #SEC 27 T4S R1W #MP29 10 27 3 004 (29 10 27 3 004 076.XXX) 1151 ALBA ST**

Nuisance Date: 11/7/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,331	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
April 1, 2024

Lot Owner: **DICKERSON LOUIS JR**

Address: **1248 CHARITY CHURCH RD**

City, State, Zip: **HUGER, SC 29450**

Repeat Group Number: **69** Item # **15**

Lot Description: **BEG 127.7 FT S OF NE COR LOT 5 SQR 9 TOULMIN TRT ON W/L ROTTERDAM ST S 41.3 FT W PAR TO N/L LOTS 5 & 4 DIS OF 112 FT N 33 FT W 28 FT N 8.3 FT E 140 FT TO BEG SECT 28 T4S R1W #SEC 28 T4S R1W #MP29 10 28 4 002 (29 10 28 4 002 026.01X) 1106 ROTTERDAM ST**

Nuisance Date: 11/7/2023

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,382	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

Julia Dean
SECRETARY

Marchetta Scott
INSPECTOR

Tracy Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 1, 2024

Lot Owner: **HOWELL CHARLES E**

Address: **1410 ALVAREZ DR**

City, State, Zip: **SARALAND, AL 36571-9252**

Repeat Group Number: **69** Item # **16**

Lot Description: **N 200 FT OF LOTS 1 & 2 HOWELLS 4TH ADD MBK 3 PG 265 #SEC 51 T4S R1W #MP29 09 51 0 006 (29 09 51 0 006 072.XXX) 2853 PLEASANT VALLEY RD**

Nuisance Date: 11/7/2023

Date lot was cut: 3/22/2024 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		50,467	$	0.0125	$	630.84
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:			$	887.84

Julia Dean
SECRETARY

Marchetta Teate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 1, 2024

Lot Owner: **HALL JOHN G**

Address: **2457 DAUPHIN ISLAND PKWY**

City, State, Zip: **MOBILE, AL 36605**

Repeat Group Number: **69** Item # **17**

Lot Description: **LOT 33 BLK 2 SHENANDOAH PRK MBK 5 P 418 #SEC 35 T5S R1W #MP32 04 35 0 006 (32 04 35 0 006 057.XXX) 2457 DAUPHIN ISLAND PKY**

Nuisance Date: 11/7/2023

Date lot was cut: 3/22/2024 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,390	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

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 1, 2024

Lot Owner: **AYLER ROBERT C II**

Address: **2312 PENNINGTON ST**

City, State, Zip: **MOBILE, AL 36617**

Repeat Group Number: **69** Item # **19**

Lot Description: **LOT 4 RESUB OF GREERS SUB UNIT 2 MBK 13 P 35 #SEC 44 T4S R1W #MP29 02 44 0 024 (29 02 44 0 024 288.XXX) 2061 TUCKER ST**

Nuisance Date: 11/7/2023

Date lot was cut: 3/22/2024 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,211	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 Foster
INSPECTOR

Jay Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
April 1, 2024

Lot Owner: **MARSHALL FREDRICK A**
& BRENDA L MARSHALL

Address: **1624 HAND AVE**

City, State, Zip: **WHISTLER, AL 36612-1762**

Repeat Group Number: **69** Item # **20**

Lot Description: **LOTS 7 & 8 BLK 10 LINCOLN PARK 2 MBK 4/284 GRT SEC 44 T4S R1W #SEC 44 T4S R1W #MP29 02 44 0 012 (29 02 44 0 012 223.XXX) 0 BUTLER ST/1602 ROACH ST**

Nuisance Date: 11/7/2023

Date lot was cut: 3/22/2024 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		11,495	$	0.0125	$	143.69
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:			$	300.69

Shelia Dean
SECRETARY

Marchetta Tate
INSPECTOR

Tony Jackson
SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Repeat Weed Lien Group 69** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/9/2024

Submitted by:

Shonnda Smith (Executive Director, Public Servcies; Interim Executive Director, Public Works)

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Recognition of April 2024 Employee of the Month for Public Works, Socorro Miranda

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

ATTACHMENTS:

Description	Type	Upload Date
Resoluttion	Resolution Letter	4/3/2024

REVIEWERS:

Department	Reviewer	Action	Date
Public Service	Boucher, Cheri	Approved	4/3/2024 - 4:41 PM
Budget	Moore, Rick	Approved	4/3/2024 - 5:13 PM
Legal	Kern, Chris	Approved	4/4/2024 - 11:17 AM
Legal	Kern, Chris	Approved	4/4/2024 - 11:17 AM
Mayors Office	Barber, James	Approved	4/4/2024 - 11:40 AM

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:

- **April 2024 – Socorro Miranda (Employee # 19250)**
  Public Works (Parks & Recreation)

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:4/9/2024

Submitted by:
Donna Bryars, Comptroller

Sponsored by:
Councilman Reynolds

Purpose and Scope of Project:
Funds will be used to assist with its Annual "Cheers to the Years" on August 15, 2024.

Amount of Contract:
$2,500.00

Funding Source

Project # DSC-04/10041020-42080	**Discretionary Funds** DSC-04
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - SENIOR CITIZENS SERVICES, INC. dba VIA	Cover Memo	4/4/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	4/4/2024 - 7:42 AM

60- 2024

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Ben Reynolds

WHEREAS, Councilmember Reynolds wishes to appropriate **$2,500.00** to the Senior Citizens Services, Inc. dba Via Health, Fitness and Enrichment Center, from his discretionary funds; and

WHEREAS, Senior Citizens Services, Inc. dba Via Health, Fitness and Enrichment 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 the Senior Citizens Services, Inc. dba Via Health, Fitness and Enrichment Center, will be used to assist with its Annual "Cheers to the Years" on August 15, 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 **$2,500.00** to Senior Citizens Services, Inc. dba Via Health, Fitness and Enrichment Center, Incorporated 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:4/9/2024

Submitted by:

James Roberts, Senior Director
Neighborhood Development

Sponsored by:

Mayor William S. Stimpson and Councilor Small

Amount of Contract:

$29,700.00

Funding Source

Project # **Discretionary Funds**

Project String C0043 Misc Consultants **Contract Number:**4928

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution- Dauphin Island Parkway TIF District Plan	Cover Memo	4/4/2024
Agreement between Goodwyn Mills Cawood (GMC) for Dauphin Island Parkway TIF District Plan	Cover Memo	4/4/2024
CAPITAL CONTRACT SUMMARY SHEET	Cover Memo	4/4/2024

REVIEWERS:

Department	Reviewer	Action	Date
Neighborhood Development	Roberts, James	Approved	4/4/2024 - 12:46 PM
Capital	Rhodes, Brenda	Approved	4/4/2024 - 2:02 PM
Mayors Office	Barber, James	Approved	4/4/2024 - 2:18 PM

2024

R E S O L U T I O N

Sponsored By: Mayor William S. Stimpson and Councilor Small

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, or his designee, is authorized to act on behalf of the City of Mobile in executing a Professional Services Agreement with Goodwyn Mills Cawood (GMC) in the amount of Twenty-nine Thousand Seven Hundred and 00/100 ($29,700.00) for those services related to the Planning and Financing Structure of the Tax Increment Financing District 2 (TIF D2) that was authorized March 1, 2023 and is located in the general area of the South Dauphin Island Parkway.

Adopted:

_____

Lisa C. Lambert, City Clerk

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: Goodwyn Mills Cawood (GMC)
11 North Water Street
Suite 15250
Mobile, AL 36602

City of Mobile Business License No.: 116739

Secretary of State Registration No.: 000-824-249

For the following Project: Dauphin Island Parkway TIF District Plan
205 Government Street
Mobile, Alabama 36602

Project Number:

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-NINE THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS ($ 29,700.00).

1.1.2 The Consultant's services shall be as stated in the attached Fee Proposal dated August, 28th, 2023, 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:	Goodwyn Mills Cawood
Address:	11 North Water Street, Suite 15250, Mobile, AL 36602
Phone Number:	(251) 460-4006
Email address:	brandon.bias@gmcnetwork.com
Name:	Brandon Bias
License No:	116739

3.1 GENERAL REQUIREMENTS

3.1.1 The Consultant shall deliver the Work complete within One hundred eighty (180) 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. 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 August, 28th, 2023.

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, ***such insurance, with the exception of Workers' Compensation and Professional Liability, 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

2. Projects over $1,000,000 to be determined by Owner

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, except for Workers' Compensation and Professional Liability, 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 five (5) business days after the expiration, cancellation, or termination of any such existing 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 August, 28th, 2023;
3. Certificate of Insurance with Endorsements;
4. State of Alabama Business Entity Record;
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 Neighborhood Development Department, 205 Government Street, 5th Floor South Tower, Mobile, Alabama 36602. 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.

	Legal Name of Party to Contract:
OWNER: **City of Mobile**	CONSULTANT**: Goodwyn Mills Cawood, LLC.**
_____	_____
Signature	Signature
William S. Stimpson, Mayor	_____
Printed Name and Title	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 _____ as _____ of _____ 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 _____ day of _____, 20_____.

_____
NOTARY PUBLIC
My Commission Expires: _____

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Dauphin Island Parkway TIF District Plan

CAPITAL PROJECT # C0043 **DATE OF RECEIPT** _____

DEPT. PROJECT # C0043 Misc Consultants

PROJECT DESCRIPTION Dauphin Island Parkway TIF District Plan

CONTRACT AMOUNT $ 29,700.00

VENDOR NAME Goodwyn Mills Cawood

VENDOR NUMBER 276184

DEPT # 3500 **DEPT NAME** Neighborhood Development

CONTRACT ADMINISTRATOR James Roberts

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: _____ **Date** 4/4/2024

Revised 5/16/2022 Tiffany Hollins

AGENDA ITEM SUMMARY SHEET

Agenda of:4/9/2024

Submitted by:

Jennifer White, Traffic Engineering

Sponsored by:

Mayor William S. Stimpson, Councilmember Josh Woods, and Councilmember Gina Gregory

Purpose and Scope of Project:

Planning project to evaluate and develop traffic control and signal timing plans for special events around the USA campus.

Amount of Contract:

$200,000

Effective Date of Contract:

4/1/2024

Funding Source

Project # USA Planning Study 2023-2060-02 **Discretionary Funds**

Project String 50015001 48020 **Contract Number:**G-USASETP

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

Grant Funds $160,000 **Matching Funds** $40,000

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	3/25/2024
Agreement	Backup Material	3/25/2024

REVIEWERS:

Department	Reviewer	Action	Date
Traffic Engineering	White, Jennifer	Approved	3/25/2024 - 5:40 PM
Accounting	Threadgill, Randy	Approved	3/29/2024 - 3:53 PM

Legal	Kern, Chris	Approved	4/1/2024 - 2:26 PM
Legal	Kern, Chris	Approved	4/1/2024 - 2:26 PM
Mayors Office	Barber, James	Approved	4/4/2024 - 11:43 AM

R E S O L U T I O N

Sponsored by: Mayor Stimpson, Councilmember Woods, Councilmember Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

That the City enters into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Development of a traffic plan to handle special event traffic around the University of South Alabama; Project # SPR-PART3-APMB(024); CPMS Ref# 100077575

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the City.

I, the undersigned qualified and acting City Clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council named therein, at a regular meeting of such Council held on the _____ day of _____, 20___, and that such resolution is on file in the City Clerk's Office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this _____ day of _____, 20____.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/9/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Imagetrend LLC for annual renewal of Imagetrend Elite Rescue, Elite Field, and Visual Informatics software for MFRD.
General fund.

Amount of Contract:

$90,375.00

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

ATTACHMENTS:

Description	Type	Upload Date
20240404 Imagetrend Agenda Package POs	Cover Memo	4/4/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	4/4/2024 - 2:20 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
6916	2024	(1510) FIRE ADMINISTRATION	ANNUAL RENEWAL OF IMAGETREND ELITE RESCUE, ELITE FIELD, AND VISUAL INFORMATICS SOFTWARE FOR MFRD (BID EXEMPT AS SOFTWARE)	$90,375.00	(295732) IMAGETREND, LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00006916-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
IMAGETREND, LLC	FIRE CENTRAL SUPPLY
20855 KENSINGTON BLVD.	2851 OLD SHELL ROAD
	MOBILE, AL 36607
LAKEVILLE, MN 55044	RICHARDSONV@CITYOFMOBILE.ORG
Tel#9524691589	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
03/26/24	295732				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	RENEWAL OF EXISTING SOFTWARE. PER GSA-GS-35F 365DA.			
	GS-35F-365DA. PERIOD COVERED BY CONTRACT: June 16, 2021 through June 15, 2026.			
	STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION.			
001	ANNUAL FEE Elite™ Rescue - SaaS *Includes Elite™ Field (03/31/24 - 03/30/25) : Invoice PS-INV107136	1.00 EACH	79875.00000	79875.00
	1 6120.70.15.0000.0000.1510.0000.0000.42200.			79875.00
	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	ANNUAL FEE: Visual Informatics™	1.00	10500.00000	10500.00

Bill To	Requisition 00006916-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
IMAGETREND, LLC 20855 KENSINGTON BLVD. LAKEVILLE, MN 55044 Tel#9524691589	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
03/26/24	295732				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	ANNUAL FEE (03/31/24 -03/30/25) : Invoice PS-INV107136	EACH		
1	6120.70.15.0000.0000.1510.0000.0000.42200.			10500.00

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 90375.00

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

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.42200.	90375.00	1539471.21
EMERGENCY MEDICAL SVCS EXP	PROFESSIONAL & TECHNICAL	

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

Activity	Date	Clerk	Comment
Rejected	03/25/24	DONALD ROSE	Rejected by: 9105fola SEE REJE
Approved	04/04/24	DONALD ROSE	Approved by: 9105fola
Approved	04/04/24	SANDRA LEWIS	Auto approved by: 910516727

Bill To	Requisition 00006916-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
IMAGETREND, LLC 20855 KENSINGTON BLVD. LAKEVILLE, MN 55044 Tel#9524691589	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
03/26/24	295732				FIRE ADMINISTRATION

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	04/04/24	STEVEN KRONINGER		Auto approved by: 910516727	
	Approved	04/04/24	SAMANTHA COOLEY		Auto approved by: 910516727	
	Approved	04/04/24	JOHN PAINE		Auto approved by: 910516727	
	Approved	04/04/24	MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:4/9/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Insight Public Sector for 50 desktop computers for MPD.
General fund.

Amount of Contract:

$29,285.50

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240329 Insight Agenda Package POs	Cover Memo	3/29/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	4/4/2024 - 11:41 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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
5600	2024	(1530) POLICE ADMIN SERVICES	50 DESKTOP COMPUTERS FOR MPD (PRICE BELOW BID REQUIREMENT, OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$29,285.50	(296399) INSIGHT PUBLIC SECTOR

Adopted:

_____
City Clerk

Bill To	Requisition 00005600-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1530.1530.0000.0000.47010. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
INSIGHT PUBLIC SECTOR 6820 S HARL AVE TEMPE, AZ 85283 Tel#866-310-0184 Fax 480-761-7781	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
02/22/24	296399				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER OMNIA CONTRACT #23-6692-03 AND YOUR QUOTE #0227098886.			
001	EQUIPMENT COMPUTER, USED/REFURBISHED: Additional Description Notes --- COMPUTER DESKTOP SMALL FORM FACTOR, JOY1-6405-REF: HP/600 G4-SFF/CORE I7-8700 3.2GHZ/32GB/2TB/NVME/WIN 10P64/DVDRW/OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES (#23-6692-03) JOY1-6405-REF Vendor Item Inventory Item/Loc 15078	50.00 EACH	585.71000	29285.50
	1 1000.30.15.1530.1530.1530.0000.0000.47010.			29285.50
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			

Requisition Link

Requisition Total 29285.50

Bill To	Requisition 00005600-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
INSIGHT PUBLIC SECTOR	POLICE HEADQUARTERS
6820 S HARL AVE	2460 GOVERNMENT STREET
	MOBILE, AL 36606
TEMPE, AZ 85283	
Tel#866-310-0184	
Fax 480-761-7781	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/22/24	296399				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

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

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.47010.	29285.50	9122429.87
POLICE ADMIN SERVICES EXP EQUIPMENT (GREATER $5000)		

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

Activity	Date	Clerk	Comment
Unknown	03/28/24	DONALD ROSE	
Approved	03/29/24	DONALD ROSE	Approved by: 9105fola
Approved	03/29/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	03/29/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	03/29/24	SAMANTHA COOLEY	Auto approved by: 910516727
Approved	03/29/24	JOHN PAINE	Auto approved by: 910516727
Approved	03/29/24	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

Insight PUBLIC SECTOR

Insight Public Sector

Technology Products, Equipment, Services & Solutions

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Public Sector

K-12 Education
Higher Education
State & Local Government

OMNIA Partners, Public Sector Cooperative Purchasing Organization Insight

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- Complete services offerings available on contract
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- Insight's state-of-the-art integration lab & Remote Network Operations Center
- Assessment, design, deployment & maintenance throughout the IT lifecycle

- **Technology Products, Solutions and Related Services**
  Cobb County, GA | 23-6692-03

VIEW CONTRACT DOCUMENTATION

CONTACT US

Insight Public Sector Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Technology Products, Solutions and Related Services

Cobb County, GA
Contract Number: 23-6692-03

Initial Term: May 1, 2023 through April 30, 2026

Renewal Options: Option to renew for two (2) additional one (1) year periods through April 30, 2028.

Executive Summary

- Executive Summary
- Pricing
- Manufacturers, Publishers & Suppliers
- Due Diligence

Master Agreement Documents

- Official Signed Contract

Response Evaluation

- Supplier Response to RFP
- Evalution Documents

Solicitation Process

- Original RFP Document
- RFP Addendum 1
- RFP Addendum 2
- RFP Addendum 3
- Proof of Publication
- RFP Opening Documents

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
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. 2023-135, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector ("Omnia"), a national 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 various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by Omnia 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 Omnia, 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 Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia'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:4/9/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Interface Services, Inc. for replacement flooring for MIT building.
Capital MIT Flooring Replacement

Amount of Contract:

$44,092.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240329 Interface Agenda Package POs	Cover Memo	3/29/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	4/4/2024 - 11:41 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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
813	2024	(3032) ARCHITECTURAL ENGINEERING	REPLACEMENT FLOORING FOR MIT BUILDING (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$44,092.00	(297869) INTERFACE SERVICES, INC

Adopted:

_____
City Clerk

Bill To	Requisition 00000813-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
INTERFACE SERVICES, INC. 106 NORTHPOINT PARKWAY SUITE 3 ACWORTH, GA 30102 Tel#800.336.0225	MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/21/23	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER SOURCEWELL CONTRACT #080819-IFA AND YOUR QUOTE.			
021	Remove and reset furniture and appliances. Leave existing shoe molding as possible. Repair as needed Demo existing carpet In offices on 2nd floor perimeter and dispose. Demo existing VCT In copy room and two breakrooms. Dispose and encapsulate black glue. Prep all floors for new carpet tile and lvt. Furnish and install Interface llo ring as follows: Head over Heels custom color carpet tile in one Executive Office Net Effect carpet Ille in perimeter offices Criterion Classic LVT In break. room, vestlbule and.copy room. Brushed Lines LVT in downstairs breakroom. Install 6" Black Pearl rubber cove base.in all_ LVT areas. Note: Owner-to unhook and move personal Items & electronle equipment. Demolition Is Included No overtime or after nonnal working hours is Included Tax NOT Included Minimal Floor Prop Only Floor Protection on new flooring not included Testing slab for	1.00 JOB	44092.00000	44092.00

Bill To	Requisition 00000813-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
INTERFACE SERVICES, INC.	MIT
106 NORTHPOINT PARKWAY SUITE 3	651 CHURCH STREET
	MOBILE, AL 36602
ACWORTH, GA 30102	
Tel#800.336.0225	Delivery Reference
	BRENDA PARKER
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/21/23	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Moisture, PH and RH is not included Demolition Is Included No overtime or after nonnal working hours is Included Tax NOT Included Minimal Floor Prop Only Floor Protection on new flooring not included Testing slab for Moisture, PH and RH is not included Additional Description Notes --- PER YOUR QUOTE DATED 10.10.23 FOR QUESTIONS OR CONCERNS CONTACT B JORDAN @ 251.208.7878			
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0869 .CONSTRUCTN. .			44092.00

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Bill To	Requisition 00000813-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
INTERFACE SERVICES, INC.	MIT
106 NORTHPOINT PARKWAY SUITE 3	651 CHURCH STREET
	MOBILE, AL 36602
ACWORTH, GA 30102	
Tel#800.336.0225	Delivery Reference
	BRENDA PARKER
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/21/23	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Requisition Total			44092.00

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

Account	Amount	Remaining Budget
E C0869 .CONSTRUCTN. .	44092.00	16408.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.48010.	44092.00	

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment
Approved	10/17/23	GREG HOLLIDAY	Auto approved by: 91057606
Approved	10/17/23	SCOTT KEARNEY	
Approved	10/17/23	UDARA JAYASENA	Auto approved by: 91057606
Rejected	10/25/23	CASSIE BOATWRIGHT	Resubmit as the lowest quote,
Rejected	10/31/23	SCOTT KEARNEY	Wrong amount.
Approved	02/14/24	CARLEEN STOUT	Auto approved by: 910519420
Approved	02/14/24	CASSIE BOATWRIGHT	
Approved	02/15/24	BRENDA RHODES	
Approved	02/15/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	02/15/24	RELYA MALLORY	Auto approved by: 910511034
Approved	03/28/24	DONALD ROSE	Auto approved by: 9105paij
Approved	03/28/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	03/28/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	03/28/24	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	03/28/24	JOHN PAINE	Approved by: 9105neej
Approved	03/28/24	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00000813-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 9105neej Status: Approved Page 4

Vendor	Ship To
INTERFACE SERVICES, INC. 106 NORTHPOINT PARKWAY SUITE 3 ACWORTH, GA 30102 Tel#800.336.0225	MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/21/23	297869				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Interface Americas, Inc.

Carbon neutral modular carpet tile, LVT, rubber flooring, and services

#080819-IFA

Maturity Date: 10/11/2024

Sourcewell
Awarded Contract

Products & Services | Buy Sourcewell | Documents | Contact Information

Products & Services

Sourcewell contract 080819-IFA gives access to the following types of goods and services:

- Carbon neutral modular flooring
- Modular carpet tile
- Luxury vinyl tile (LVT)
- Resilient rubber flooring
- Turnkey project management
- Sustainable high recycled content flooring
- Variety of QuickShip styles & colors
- Stair treads & wall base
- Flooring adhesives
- Installation services

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

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

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401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

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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:4/9/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to McConnell Automotive Corporation for wreck repairs for 2023 Chevrolet Suburban.
Motor Pool expense

Amount of Contract:

$25,559.03

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240404 McConnell Agenda Package POs	Cover Memo	4/4/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	4/4/2024 - 12:54 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
7360	2024	(2050) FLEET MANAGEMENT – GARAGE	WRECK REPAIRS FOR 2023 CHEVROLET SUBURBAN (PRICE BELOW BID REQUIREMENT)	$25,559.03	(294004) MCCONNELL AUTOMOTIVE CORPORATION

Adopted:

_____
City Clerk

Bill To	Requisition 00007360-00 FY 2024
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050.
MOBILE, AL 36604	Review:
vendorinvoices@cityofmobile.org	Buyer: 9105spam
	Status: Released Page 1

Vendor	Ship To
MCCONNELL AUTOMOTIVE CORPORATION	MUNICIPAL GARAGE
3150 DAUPHIN ST	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36606	sean.clark@cityofmobile.org
Tel#251-472-3243	Delivery Reference
Fax 251-476-4157	JOHN EVANS
	Deliver To
	ARCHIVES
	457 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/03/24	294004				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	NGPO#:PO-06796			
001	00110-Wreck Repair	1.00 LOT	25559.03000	25559.03
	Additional Description Notes			
	QUOTE ID: 134636180, 4/2/24			
1	7000.40.20.0000.0000.2070.0000.0000.45050.			25559.03
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
	Deliver To ARCHIVES 457 CHURCH STREET MOBILE, AL 36602			

Requisition Link

Requisition Total 25559.03

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45050.	25559.03	14398692.50
MOTOR POOL EXP REPAIR PARTS		

Bill To	Requisition 00007360-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050. Review: Buyer: 9105spam Status: Released Page 2

Vendor	Ship To
MCCONNELL AUTOMOTIVE CORPORATION 3150 DAUPHIN ST MOBILE, AL 36606 Tel#251-472-3243 Fax 251-476-4157	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 sean.clark@cityofmobile.org Delivery Reference JOHN EVANS Deliver To ARCHIVES 457 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/03/24	294004				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	04/04/24	CHARLES SUMRALL	
Queued	04/04/24	SHONNDA SMITH	
Queued	04/04/24	CHERI BOUCHER	
Pending		DONALD ROSE	
Pending		SANDRA LEWIS	
Pending		STEVEN KRONINGER	
Pending		SAMANTHA COOLEY	
Pending		JOHN PAINE	
Pending		MICHAEL SPAFFORD	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:4/9/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to MH3 Printing LLC for printing and mailing of 115,888 postcards for City Recycling Program.
Recycling Partnership Grant

Amount of Contract:

$44,390.92

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

ATTACHMENTS:

Description	Type	Upload Date
20240404 MH3 Agenda Package POs	Cover Memo	4/4/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	4/4/2024 - 12:54 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
7409	2024	(2590) GRANT MANAGEMENT	PRINTING AND MAILING OF 115,888 POSTCARDS FOR CITY RECYCLING PROGRAM (PRICE FOR PRINTING BELOW BID REQMT; POSTAGE EXEMPT FROM BID)	$44,390.92	(294489) MH3 PRINTING LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00007409-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5000.10.00.0000.0000.0000.0000.0000.49040.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
MH3 PRINTING LLC	GRANTS ADMINISTRATION
303 GLENWOOD ST	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644
MOBILE, AL 36606	TRACY.BAXTER@CITYOFMOBILE.ORG
Tel#251-476-4643	Delivery Reference
	TRACY BAXTER/CASI CALLAWAY
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/04/24	294489				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE PROOF MUST BE APPROVED BEFORE PRINTING. CITY WILL NOT PAY FOR UNAPPROVED PRINTING			
001	PRINTING 100# NEENAH ENVIRONMENT COVER WHITE 100% GREEN SEAL, PCF	1.00 EACH	16785.00000	16785.00
	1 5000.10.00.0000.0000.0000.0000.0000.49040. E G-RECPRTNR.OUTREACH . .			16785.00
	Ship To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 Delivery Reference TRACY BAXTER/CASI CALLAWAY			
	Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644			
002	ADDRESSING AND PROCESSING $2,690.00 INCLUDES (EDDM) LIST AND EXTRA	1.00 EACH	2690.00000	2690.00

Bill To	Requisition 00007409-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5000.10.00.0000.0000.0000.0000.0000.49040.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
MH3 PRINTING LLC	GRANTS ADMINISTRATION
303 GLENWOOD ST	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644
MOBILE, AL 36606	TRACY.BAXTER@CITYOFMOBILE.ORG
Tel#251-476-4643	Delivery Reference
	TRACY BAXTER/CASI CALLAWAY
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/04/24	294489				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	TIME			
1	5000.10.00.0000.0000.0000.0000.0000.49040. E G-RECPRTNR.OUTREACH . .			2690.00
	Ship To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 Delivery Reference TRACY BAXTER/CASI CALLAWAY Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644			
003	PRICE FOR POSTAGE @ $0.215 EACH	1.00 EACH	24915.92000	24915.92
1	5000.10.00.0000.0000.0000.0000.0000.49040. E G-RECPRTNR.OUTREACH . .			24915.92

Bill To	Requisition 00007409-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5000.10.00.0000.0000.0000.0000.0000.49040.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
MH3 PRINTING LLC	GRANTS ADMINISTRATION
303 GLENWOOD ST	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644
MOBILE, AL 36606	TRACY.BAXTER@CITYOFMOBILE.ORG
Tel#251-476-4643	Delivery Reference
	TRACY BAXTER/CASI CALLAWAY
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/04/24	294489				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644
Delivery Reference
TRACY BAXTER/CASI CALLAWAY

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644

Requisition Link

Requisition Total 44390.92

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

Account	Amount	Remaining Budget
E G-RECPRTNR.OUTREACH . .	44390.92	54547.08

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

Account	Amount	Remaining Budget
5000.10.00.0000.0000.0000.0000.0000.49040.	44390.92	-1183289.07

MISC GRANT ADMIN EXP GRANTS

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

Activity	Date	Clerk	Comment
Approved	04/04/24	DONNA BRYARS	Auto approved by: 9105thrr

Bill To	Requisition 00007409-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5000.10.00.0000.0000.0000.0000.0000.49040.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
MH3 PRINTING LLC	GRANTS ADMINISTRATION
303 GLENWOOD ST	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644
MOBILE, AL 36606	TRACY.BAXTER@CITYOFMOBILE.ORG
Tel#251-476-4643	Delivery Reference
	TRACY BAXTER/CASI CALLAWAY
	Deliver To
	GRANTS ADMINISTRATION
	205 GOVERNMENT STREET
	4TH FLOOR SOUTH TOWER ROOM 454
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/04/24	294489				GRANT MANAGEMENT

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	04/04/24	TRAVIS MARSHALL		Auto approved by: 9105thrr	
	Approved	04/04/24	CODY SCOTT		Auto approved by: 9105thrr	
	Approved	04/04/24	RANDY THREADGILL			
	Approved	04/04/24	DONALD ROSE		Auto approved by: 910518227	
	Approved	04/04/24	SANDRA LEWIS			
	Approved	04/04/24	STEVEN KRONINGER		Auto approved by: 910518227	
	Approved	04/04/24	SAMANTHA COOLEY		Auto approved by: 910518227	
	Approved	04/04/24	JOHN PAINE		Auto approved by: 910518227	
	Approved	04/04/24	MICHAEL SPAFFORD		Auto approved by: 910518227	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:4/9/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sansom Equipment Co Inc for one replacement vertical mast assembly for 2018 New Way garbage truck.
Motor Pool expense

Amount of Contract:

$24,176.36

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240402 Sansom Agenda Package POs	Cover Memo	4/2/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	4/4/2024 - 11:42 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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
7054	2024	(2050) FLEET MANAGEMENT-GARAGE	REPLACEMENT VERTICAL MAST ASSEMBLY FOR 2018 NEW WAY GARBAGE TRUCK (SEALED BID 5725, SOLE SOURCE)	$24,176.36	(190715) SANSOM EQUIPMENT CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00007054-00 FY 2024
MUNICIPAL GARAGE	PO 24006570
770 GAYLE STREET	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45050.
MOBILE, AL	Review:
36604	Buyer: 9105spam
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MUNICIPAL GARAGE
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	reggie.oyler@cityofmobile.org
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	Lester Frye

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/24	190715				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	NGPO#:PO-06676			
001	02594-VERTICAL MAST ASSY - 132265	1.00 EACH	24176.36000	24176.36
	Additional Description Notes			
	ESTIMATE NUMBER 01003924, 3/22/24			
1	7000.40.20.0000.0000.2070.0000.0000.45050.			24176.36
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Deliver To			

Requisition Link

Requisition Total 24176.36

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45050.	24176.36	15573470.45
MOTOR POOL EXP REPAIR PARTS		

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

Activity	Date	Clerk	Comment
Approved	03/28/24	CHARLES SUMRALL	Approve repairs

Bill To	Requisition 00007054-00 FY 2024
MUNICIPAL GARAGE	PO 24006570
770 GAYLE STREET	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45050.
MOBILE, AL	Review:
36604	Buyer: 9105spam
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MUNICIPAL GARAGE
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	reggie.oyler@cityofmobile.org
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	Lester Frye

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/24	190715				FLEET MANAGEMENT-GARAGE

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	03/29/24	SHONNDA SMITH			
	Approved	03/29/24	CHERI BOUCHER		Auto approved by: 910518244	
	Approved	04/01/24	DONALD ROSE		Auto approved by: 9105paij	
	Approved	04/01/24	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	04/01/24	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	04/01/24	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	04/01/24	JOHN PAINE			
	Approved	04/01/24	MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5725

PARTS, SIDE LOADER GARBAGE TRUCK

	SANSOM EQUIPMENT	RUSH TRUCK CENTER
ASSY, VERT MAST, NEW WAY #132265	$24,376.00	--
HARNESS, BODY, NEW WAY MA #121567	$1,208.00	--
HARNESS ETR CNT MDL WRG, CUMMINS #5590369	--	$850.00
HARNESS – CAB ALLISON, PETERBILT #S92-6061-001	--	$699.88
HARNESS – CHASSIS ALLISON, PETERBILT #P92-7433	--	$675.25
HARNESS – ENG PX-9, PACCAR #P92-9241-0022100	--	$2,275.50

**WARD INTERNATIONAL TRUCKS – NO BID

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 004

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
8/29/2022	5725	GARAGE	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 2, 2022

QUANTITY	ARTICLES (Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.)	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	PARTS, SIDE LOADER GARBAGE TRUCK					
1-3	ASSY, VERT MAST, NEW WAY #132265					
	MAKE_____MODEL_____					
1-3	HARNESS, BODY, NEW WAY MA #121567					
	MAKE_____MODEL_____					
1-3	HARNESS ETR CNT MDL WRG, NEW WAY #5590369					
	MAKE_____ MODEL_____					
1-3	HARNESS – CAB ALLISON, PETERBILT #S92-6061-001					
	MAKE_____MODEL_____					
1-3	HARNESS – CHASSIS ALLISON, PETERBILT #P92-7433					
	MAKE_____MODEL_____					
1-3	HARNESS – ENG PX-9, PETERBILT #P92-9241-0022100					
	MAKE_____MODEL_____					
	ALL PRICES TO BE DELIVERED PRICING, FOB MOBILE. PLEASE QUOTE YOUR PRICES IN THE UNIT SPECIFIED IN THE BID.					
	UPON AWARD, THE CITY WILL PURCHASE MINIMUM QUANTITIES.					
	Page 1 of 2		TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 2 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. Pricing to be good for 90 days after award. All prices quoted are to be delivered prices F.O.B Mobile 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.

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:4/9/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Shelter Buddy for Shelter Buddy animal and volunteer tracking and animal adoption software to include set-up and one-year subscription. General fund.

Amount of Contract:

$19,968.33

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

ATTACHMENTS:

Description	Type	Upload Date
20240404 Shelter Agenda Package POs	Cover Memo	4/4/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	4/4/2024 - 12:55 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
5669	2024	(1546) ANIMAL SHELTER	SHELTER BUDDY ANIMAL SHELTER ANIMAL TRACKING AND ADOPTION SOFTWARE SET-UP AND ONE-YEAR SUBSCRIPTION (BID EXEMPT AS SOFTWARE, PRICE BELOW BID REQUIREMENT)	$19,968.33	(298984) SHELTER BUDDY

Adopted:

_____
City Clerk

Bill To	Requisition 00005669-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.23.1546.1546.2300.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SHELTER BUDDY	ANIMAL SHELTER
1 WASHINGTON MALL	855 OWENS STREET
#1241	
	MOBILE, AL 36604
BOSTON, MA 02108	BETH.JONES@CITYOFMOBILE.ORG
Tel#603-531-9658	Delivery Reference
	BETH JONES 254-208-2804
	Deliver To
	ANIMAL SHELTER
	855 OWENS STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/14/24	298984				ANIMAL SHELTER

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER STATE OF ALABAMA CODE 41-16-51(a)(8) SOFTWARE EXEMPTION AND YOUR QUOTE.			
	ALEX@SHELTERBUDDY.COM			
001	SHELTER BUDDY SET UP AND TRAINING, ONE-TIME FEE & TRAINING.	1.00 EACH	2000.00000	2000.00
	Vendor Item			
	1 1000.30.23.1546.1546.2300.0000.0000.42115.			2000.00
	Ship To ANIMAL SHELTER 855 OWENS STREET MOBILE, AL 36604 Delivery Reference BETH JONES 254-208-2804			
	Deliver To ANIMAL SHELTER 855 OWENS STREET MOBILE, AL 36604			
002	LOST AND FOUND PUBLIC SITE SET UP FEE, ONE-TIME FEE	1.00 EACH	3075.00000	3075.00
	Vendor Item			
	1 1000.30.23.1546.1546.2300.0000.0000.42115.			3075.00

Bill To	Requisition 00005669-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.23.1546.1546.2300.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SHELTER BUDDY	ANIMAL SHELTER
1 WASHINGTON MALL	855 OWENS STREET
#1241	
	MOBILE, AL 36604
BOSTON, MA 02108	BETH.JONES@CITYOFMOBILE.ORG
Tel#603-531-9658	Delivery Reference
	BETH JONES 254-208-2804
	Deliver To
	ANIMAL SHELTER
	855 OWENS STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/14/24	298984				ANIMAL SHELTER

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ANIMAL SHELTER 855 OWENS STREET MOBILE, AL 36604 Delivery Reference BETH JONES 254-208-2804 Deliver To ANIMAL SHELTER 855 OWENS STREET MOBILE, AL 36604			
003	GOOGLE MAPS INTEGRATION, ONE-TIME FEE Vendor Item	1.00 EACH	1900.00000	1900.00
	1 1000.30.23.1546.1546.2300.0000.0000.42115.			1900.00
	Ship To ANIMAL SHELTER 855 OWENS STREET MOBILE, AL 36604 Delivery Reference BETH JONES 254-208-2804 Deliver To ANIMAL SHELTER 855 OWENS STREET MOBILE, AL 36604			

Bill To	Requisition 00005669-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.23.1546.1546.2300.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 3

Vendor
SHELTER BUDDY
1 WASHINGTON MALL
#1241

BOSTON, MA 02108

Tel#603-531-9658

Ship To
ANIMAL SHELTER
855 OWENS STREET

MOBILE, AL 36604
BETH.JONES@CITYOFMOBILE.ORG

Delivery Reference
BETH JONES 254-208-2804

Deliver To
ANIMAL SHELTER
855 OWENS STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/14/24	298984				ANIMAL SHELTER

LN	Description / Account	Qty	Unit Price	Net Price
004	ADVANCED DATA MIGRATION, ANNUAL SOFTWARE LICENSE & SERVICES SUBSCRIPTION. Vendor Item	1.00 EACH	3333.33000	3333.33
	1 1000.30.23.1546.1546.2300.0000.0000.42115.			3333.33
	Ship To ANIMAL SHELTER 855 OWENS STREET MOBILE, AL 36604 Delivery Reference BETH JONES 254-208-2804 Deliver To ANIMAL SHELTER 855 OWENS STREET MOBILE, AL 36604			
005	SHELTERBUDDY PRO HOSTING AND MAINTENANCE (INCLUDING DISPATCH, LEGAL PROCEEDINGS, CITATIONS), ANNUAL SOFTWARE LICENSE & SERVICES SUBSCRIPTION. Vendor Item	1.00 EACH	4500.00000	4500.00
	1 1000.30.23.1546.1546.2300.0000.0000.42115.			4500.00

Bill To	Requisition 00005669-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.23.1546.1546.2300.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
SHELTER BUDDY	ANIMAL SHELTER
1 WASHINGTON MALL	855 OWENS STREET
#1241	
	MOBILE, AL 36604
BOSTON, MA 02108	BETH.JONES@CITYOFMOBILE.ORG
Tel#603-531-9658	Delivery Reference
	BETH JONES 254-208-2804
	Deliver To
	ANIMAL SHELTER
	855 OWENS STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/14/24	298984				ANIMAL SHELTER

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ANIMAL SHELTER 855 OWENS STREET MOBILE, AL 36604 Delivery Reference BETH JONES 254-208-2804 Deliver To ANIMAL SHELTER 855 OWENS STREET MOBILE, AL 36604			
006	LOST AND FOUND PUBLIC SITE MAINTENANCE, ANNUAL SOFTWARE LICENSE & SERVICES SUBSCRIPTION. Vendor Item	1.00 EACH	1260.00000	1260.00
	1 1000.30.23.1546.1546.2300.0000.0000.42115.			1260.00
	Ship To ANIMAL SHELTER 855 OWENS STREET MOBILE, AL 36604 Delivery Reference BETH JONES 254-208-2804 Deliver To ANIMAL SHELTER 855 OWENS STREET			

Bill To	Requisition 00005669-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.23.1546.1546.2300.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
SHELTER BUDDY	ANIMAL SHELTER
1 WASHINGTON MALL	855 OWENS STREET
#1241	
	MOBILE, AL 36604
BOSTON, MA 02108	BETH.JONES@CITYOFMOBILE.ORG
Tel#603-531-9658	Delivery Reference
	BETH JONES 254-208-2804
	Deliver To
	ANIMAL SHELTER
	855 OWENS STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/14/24	298984				ANIMAL SHELTER

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			
007	ONLINE LICENSING MODULE, ANNUAL SOFTWARE LICENSE & SERVICES SUBSCRIPTION. Vendor Item	1.00 EACH	2100.00000	2100.00
	1 1000.30.23.1546.1546.2300.0000.0000.42115.			2100.00
	Ship To ANIMAL SHELTER 855 OWENS STREET MOBILE, AL 36604 Delivery Reference BETH JONES 254-208-2804			
	Deliver To ANIMAL SHELTER 855 OWENS STREET MOBILE, AL 36604			
008	POWER BI ADVANCED REPORTING INTEGRATION, ANNUAL SOFTWARE LICENSE & SERVICES SUBSCRIPTION. Vendor Item	1.00 EACH	1800.00000	1800.00
	1 1000.30.23.1546.1546.2300.0000.0000.42115.			1800.00

Bill To	Requisition 00005669-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.23.1546.1546.2300.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 6

Vendor	Ship To
SHELTER BUDDY 1 WASHINGTON MALL #1241 BOSTON, MA 02108 Tel#603-531-9658	ANIMAL SHELTER 855 OWENS STREET MOBILE, AL 36604 BETH.JONES@CITYOFMOBILE.ORG Delivery Reference BETH JONES 254-208-2804 Deliver To ANIMAL SHELTER 855 OWENS STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/14/24	298984				ANIMAL SHELTER

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ANIMAL SHELTER 855 OWENS STREET MOBILE, AL 36604 Delivery Reference BETH JONES 254-208-2804 Deliver To ANIMAL SHELTER 855 OWENS STREET MOBILE, AL 36604			
009	VOLUNTEERBUDDY (SELF-ROSTERING), ANNUAL SOFTWARE LICENSE & SERVICES SUBSCRIPTION. Vendor Item	1.00 EACH	0.00000	0.00
	1 1000.30.23.1546.1546.2300.0000.0000.42115.			.00
	Ship To ANIMAL SHELTER 855 OWENS STREET MOBILE, AL 36604 Delivery Reference BETH JONES 254-208-2804 Deliver To ANIMAL SHELTER 855 OWENS STREET			

Bill To	Requisition 00005669-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.23.1546.1546.2300.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
SHELTER BUDDY	ANIMAL SHELTER
1 WASHINGTON MALL	855 OWENS STREET
#1241	
	MOBILE, AL 36604
BOSTON, MA 02108	BETH.JONES@CITYOFMOBILE.ORG
Tel#603-531-9658	Delivery Reference
	BETH JONES 254-208-2804
	Deliver To
	ANIMAL SHELTER
	855 OWENS STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/14/24	298984				ANIMAL SHELTER

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			
010	ADOPETS/EXPRESS CHECKOUT, ANNUAL SOFTWARE LICENSE & SERVICES SUBSCRIPTION. Vendor Item	1.00 EACH	0.00000	0.00
	1 1000.30.23.1546.1546.2300.0000.0000.42115.			.00

Ship To
ANIMAL SHELTER
855 OWENS STREET
MOBILE, AL 36604
Delivery Reference
BETH JONES 254-208-2804

Deliver To
ANIMAL SHELTER
855 OWENS STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 19968.33

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

Account	Amount	Remaining Budget
1000.30.23.1546.1546.2300.0000.0000.42115.	19968.33	437008.36
ANIMAL SHELTER EXP SOFTWARE COSTS		

Bill To	Requisition 00005669-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.23.1546.1546.2300.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 8

Vendor	Ship To
SHELTER BUDDY	ANIMAL SHELTER
1 WASHINGTON MALL	855 OWENS STREET
#1241	
	MOBILE, AL 36604
BOSTON, MA 02108	BETH.JONES@CITYOFMOBILE.ORG
Tel#603-531-9658	Delivery Reference
	BETH JONES 254-208-2804
	Deliver To
	ANIMAL SHELTER
	855 OWENS STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/14/24	298984				ANIMAL SHELTER

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Rejected	02/23/24	DONALD ROSE	Rejected by: 9105fola SEE REJE
Rejected	03/14/24	ANNE FOLEY	PER YOUR REQUEST
Approved	04/04/24	DONALD ROSE	Auto approved by: 9105fola
Approved	04/04/24	SANDRA LEWIS	Auto approved by: 9105fola
Approved	04/04/24	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	04/04/24	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	04/04/24	JOHN PAINE	Auto approved by: 9105fola
Approved	04/04/24	MICHAEL SPAFFORD	Auto approved by: 9105fola
Approved	04/04/24	ANNE FOLEY	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:4/9/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Top Notch Tree Care LLC to remove and trim trees on Spring Hill Ave at Florida St.
General fund.

Amount of Contract:

$22,000.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240401 TopNotch Agenda Package POs	Cover Memo	4/1/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	4/4/2024 - 11:42 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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
7206	2024	(2018) FORESTRY	REMOVE AND TRIM TREES ON SPRING HILL AVE AT FLORIDA ST (PRICE BELOW BID REQUIREMENT, PRICE QUOTE)	$22,000.00	(295399) TOP NOTCH TREE CARE LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00007206-00 FY 2024
ACCOUNTS PAYABLE	PO 24006576
P O BOX 389	Acct No:
	1000.40.20.2070.2018.2070.0000.0000.42070.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
TOP NOTCH TREE CARE LLC	URBAN FORESTRY
P O BOX 160387	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605
MOBILE, AL 36616	PETER.TOLER@CITYOFMOBILE.ORG
Tel#251-786-1749	
Fax 251-476-7958	
	Deliver To
	URBAN FORESTRY
	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/01/24	295399				FORESTRY

LN	Description / Account	Qty	Unit Price	Net Price
001	TREE AND DEBRIS REMOVAL SPRINGHILL AVENUE AT FLORIDA STREET.	1.00 JOB	22000.00000	22000.00
1	1000.40.20.2070.2018.2070.0000.0000.42070.			22000.00

Ship To
URBAN FORESTRY
ATTN: PETER TOLER
1900 HURTEL STREET
MOBILE, AL 36605

Deliver To
URBAN FORESTRY
ATTN: PETER TOLER
1900 HURTEL STREET
MOBILE, AL 36605

Requisition Link

Requisition Total 22000.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2018.2070.0000.0000.42070.	22000.00	1083206.69
FORESTRY EXP	CONTRACT LABOR	

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

Activity	Date	Clerk	Comment
Approved	04/01/24	SHONNDA SMITH	
Approved	04/01/24	CHERI BOUCHER	Auto approved by: 910518244

Bill To	Requisition 00007206-00 FY 2024
ACCOUNTS PAYABLE	PO 24006576
P O BOX 389	Acct No:
	1000.40.20.2070.2018.2070.0000.0000.42070.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
TOP NOTCH TREE CARE LLC	URBAN FORESTRY
P O BOX 160387	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605
MOBILE, AL 36616	PETER.TOLER@CITYOFMOBILE.ORG
Tel#251-786-1749	
Fax 251-476-7958	
	Deliver To
	URBAN FORESTRY
	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/01/24	295399				FORESTRY

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	04/01/24	DONALD ROSE		Auto approved by: 9105paij	
	Approved	04/01/24	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	04/01/24	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	04/01/24	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	04/01/24	JOHN PAINE			
	Approved	04/01/24	MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:4/9/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to T.S. Wall & Sons, Inc for carpeting for Municipal Archives.
Capital Equipment City Clerk

Amount of Contract:

$21,397.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240404 Wall Agenda Package POs	Cover Memo	4/4/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	4/4/2024 - 12:55 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
7142	2024	(3032) ARCHITECTURAL ENGINEERING	CARPETING FOR MUNICIPAL ARCHIVES (PRICE BELOW BID REQMT)	$21,397.00	(231625) T.S. WALL & SONS, INC

Adopted:

_____
City Clerk

Bill To	Requisition 00007142-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: Status: Released Page 1

Vendor	Ship To
T S WALL & SONS INC 140 EAST I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-471-4446	ARCHIVES 457 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To ARCHIVES 457 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/28/24	231625				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
001	to furnish and install the following materials: Demo existing carpet and base. Dispose offsite. Prep existing floor for new carpet tile and lvt. Furnish and install the following as per drawings: Mohawk Rendered Flax LVT in first floor and 2nd floor corridor Mohawk Academic View Carpet tile Johnsonite 6" Black Pearl rubber base and transitions as needed. Price includes moving furniture (subject to change after site visit) Additional Description Notes --- PER YOUR PROPOSAL DATED 03.24.24 NOTES: No overtime or after normal working hours is included Tax NOT included Minimal Floor Prep Only Floor Protection on new flooring not included Testing slab for Moisture, PH and RH is not included FOR QUESTIONS OR CONCERNS CONTACT B. JORDAN @ 251.208.7878	1.00 JOB	21397.00000	21397.00
1	2000.80.00.0000.0000.0000.0000.0000.48010. E E0027 .CONSTRUCTN. .			21397.00

Bill To	Requisition 00007142-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: Status: Released Page 2

Vendor	Ship To
T S WALL & SONS INC 140 EAST I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-471-4446	ARCHIVES 457 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To ARCHIVES 457 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/28/24	231625				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
ARCHIVES
457 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Deliver To
ARCHIVES
457 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Requisition Link

Requisition Total 21397.00

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

Account	Amount	Remaining Budget
E E0027 .CONSTRUCTN. .	21397.00	247633.60

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.48010.	21397.00	

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment
Approved	03/28/24	LANA PAFENBACH	Auto approved by: 91056651

Bill To	Requisition 00007142-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: Status: Released Page 3

Vendor	Ship To
T S WALL & SONS INC 140 EAST I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-471-4446	ARCHIVES 457 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To ARCHIVES 457 CHURCH STREET MOBILE, AL 36602 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/28/24	231625				ARCHITECTURAL ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	03/28/24	LISA LAMBERT			
	Approved	03/28/24	BRENDA RHODES			
	Approved	03/28/24	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	03/28/24	RELYA MALLORY		Auto approved by: 910511034	
	Queued	03/28/24	DONALD ROSE		Auto approved by: 910511034	
	Queued	03/28/24	SANDRA LEWIS		Auto approved by: 910511034	
	Queued	03/28/24	STEVEN KRONINGER		Auto approved by: 910511034	
	Queued	03/28/24	SAMANTHA COOLEY		Auto approved by: 910511034	
	Queued	03/28/24	JOHN PAINE		Auto approved by: 910511034	
	Queued	03/28/24	MICHAEL SPAFFORD		Auto approved by: 910511034	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:4/9/2024

Submitted by:

Barry Glisson
Chief of Staff

Sponsored by:

William S. Stimpson
Mayor

Purpose and Scope of Project:

To move funds from Fire Admin Projects to FY 2023 Port Security Grant Program to cover the cost of Marine 20 Fire Boat project over the grant amount.

Amount of Contract:

$41,523

Funding Source

Project # FY2023 Port Security Grant Program - #G-PDPORT23 **Discretionary Funds** N/A

Project String 53095309.93030 **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Resolution Letter	Resolution Letter	4/4/2024
Capital Transfer Form	Backup Material	4/4/2024

REVIEWERS:

Department	Reviewer	Action	Date
Grants Management	Angle, Laura	Approved	4/4/2024 - 11:57 AM
Legal	Kern, Chris	Approved	4/4/2024 - 1:42 PM
Mayors	Barber, James	Approved	4/4/2024 - 2:19

Office			PM
Legal	Kern, Chris	Approved	4/4/2024 - 1:42 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, **ALABAMA,** that the sum of $41,523 in the Capital Improvement Fund (2000) be reallocated from Capital Project #C0887 Fire Admin Projects to Grant Project #G-PDPORT23 FY2023 PORT SECURITY GRANT PROGRAM Fund (5309). These funds will be used to cover the cost of purchase over the awarded grant amount.

ADOPTED:

_____

CITY CLERK

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM_____ DEPT._____

DATE OF REQUEST: _____

JOINT BUDGET TRANSFER: ☐(from one fund to another)

DISTRICT#: _____

REQUEST: Please transfer $_____

FROM CAPITAL PROJECT#: _____

CAPITAL PROJECT NAME: _____

DEPT. PROJECT#: N/A

TO GRANT FUND PROJECT#: _____

PROJECT NAME: _____.

ACCT PROJECT STRING#**:** _____

Barry N Glisson

Employee signature

Approval signature

Created by B. Rhodes 7/6/2022

AGENDA ITEM SUMMARY SHEET

Agenda of:4/9/2024

Submitted by:

Kim Carmody, Parks & Recreation

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

3 year contract with Dorie's Inc, dba Azalea City Golf Course Grill, to operate the concession in the Azalea City Golf Course Clubhouse and provide catering and on-course food/beverage services. Exclusive franchise - contractor pays rent + revenue share to City.

Amount of Contract:

Revenue $800/mo + 4% gross rev over $20K/month

Effective Date of Contract:

4/1/2024

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

ATTACHMENTS:

Description	Type	Upload Date
2024 Agenda Package Azalea Golf Concession	Cover Memo	4/2/2024

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Moore, Rick	Approved	4/2/2024 - 5:33 PM
Legal	Kern, Chris	Approved	4/4/2024 - 11:18 AM

Legal	Kern, Chris	Approved	4/4/2024 - 11:18 AM
Mayors Office	Barber, James	Approved	4/4/2024 - 11:40 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Dorie's Inc., d/b/a Azalea City Golf Course Grill, for three years, to provide food and beverage concession services for the Azalea City Golf Course, as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

AGREEMENT
CONCESSION SERVICES - AZALEA CITY GOLF COURSE
CITY OF MOBILE, ALABAMA

This Agreement made and entered into this _____ day of _____, 2024, by and between the City of Mobile, a municipal corporation (hereinafter called "City"), acting by and through its Mayor and City Council, and Dorie's Inc., d/b/a Azalea City Golf Course Grill (hereinafter called "Vendor");

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties do mutually agree as follows:

I GENERAL TERMS AND CONDITIONS

This Agreement shall be effective beginning April 1, 2024 and shall continue until March 30, 2027. The period of time from the beginning of the contract to its conclusion shall be called the "Term". During the Term the Vendor shall have the exclusive right to operate a quality food and beverage concession in the concession facility located in the Clubhouse at the Azalea City Golf Course, 1000 Gaillard Drive, Mobile, Alabama. Vendor shall have no right to perform any services, sell any merchandise, or engage in any business or commercial activity at the Azalea City Golf Course that is not specifically granted under the provisions of this Agreement. .Subject to the provisions stated elsewhere in this Agreement, the Vendor shall have the right and duty to:

a) Use and occupy the facility (the "facility" is defined as the dining area, cooking area, serving area, meeting room, and patio) necessary for its operation during the Term, to include using Vendor's business name for branding of the concession operations. Vendor may use the facility for private functions only with the prior approval of the City, and may not hold private functions in the main dining room on Fridays or Saturdays.

b) Acquire, prepare, dispense and sell at the facility and on the golf course high quality food, refreshments, snacks, and beverages in an attractive setting for patrons.

c) Make all minor repairs and maintenance incurred in the normal scope of operations. Such maintenance will include keeping the facility and equipment clean, and cleaning of the grease trap. Vendor shall provide all supplies and equipment necessary for such maintenance.

d) Comply with food and beverage service regulations, to include compliance with all Mobile County Health Department inspection requirements and the attainment of inspection scores consistent with those of similar high quality food service establishments.

II FEES AND FINANCIAL TERMS

a) The Vendor shall pay the City Eight Hundred ($800.00) Dollars per month for the term of this Agreement. In addition to said fees, the Vendor shall pay the City an amount equal to four percent (4%) of the Gross Revenues exceeding Twenty Thousand Dollars ($20,000.00) derived from the sale food and beverages (excluding sales taxes collected or any pass-through service fee collected) in each and every calendar month of the contract term.

b) The City may elect to refund or credit to Vendor the $800.00 monthly fee for any month for which the City closes the Azalea City Golf Course more than 10 calendar days.

c) During the Term, the Vendor has the duty to pay the fees described in II (a) herein above, not later than the twentieth (20th) day of each month, for that month. Unless such monthly payments are postmarked or received by the City on or before the twentieth (20th) day of each month during the Term, a late fee of Ten ($10.00) Dollars per day shall be added to the amount due to the City. For purposes of these payments, Vendor shall submit payments due the City directly to the Azalea City Golf Course bookkeeper.

d) The Vendor shall have the duty to furnish the City monthly revenue statements, in such form as approved by the City, showing receipts for the preceding month and shall submit them together with its payment by the twentieth (20th) day of each month as required in Item c) above. Revenue statements will be provided to the Mobile Parks and Recreation Operations Manager ("Operations Manager") located at 47 N. Sage Avenue, Mobile, AL 36607.

e) The Vendor shall have the duty to keep true and accurate records of all its operations under this Agreement, including all receipts and disbursements of all money by it. Records, reporting forms, transaction documentation, and accounting methods shall be in such form and kept in such manner as approved by the Operations Manager, and all books, accounts, records, and operations of Vendor shall be open at all reasonable times for inspection and copying by Operations Manager or his/her designated representative.

f) The Vendor shall have the duty to furnish the Operations Manager promptly after close of each year a financial statement of its operations.

g) The Vendor shall have the duty to use its best effort to follow recognized, modern business practices to the end of providing efficient and adequate services to the public at fair and reasonable rates. Prompt and timely reporting as required by II(c), II(d), and II(e) above is of the essence of this Agreement.

h) The Golf Superintendent of the Azalea City Golf Course shall serve as the Vendor's point of contact with the City for day-to-day operations and maintenance issues. City and Vendor shall provide each other efficient contact and notice information to include emergency points of contact. The Operations Manager shall serve as the Vendor's point of contract for all contract and financial obligations.

III SALE OF ALCOHOLIC BEVERAGES

The Vendor shall have the duty of obtaining all necessary licenses for the serving of alcoholic beverages and diligently enforce all rules of the ABC Board. Individuals will not be permitted to bring personal coolers or beverages on the Course. Appropriate signage will be the responsibility of the City. Enforcement will be the responsibility of the Vendor.

IV REMOVAL OF DISORDERLY PERSONS AND TRESPASSERS

The Vendor shall have the duty and authority to request disorderly persons or persons trespassing on the site to remove themselves from the premises.

V. RIGHTS AND DUTIES OF THE CITY

a) The City will be responsible for securing all major structural repairs to the building, equipment, and furnishings.

b) The City shall be responsible for electricity, water, sewer, gas, telephone, television, kitchen exhaust hood, garbage, trash, security and alarm, and internet service at the Grill. The Vendor shall be responsible for all other utilities, to include pest control and grease trap maintenance.

c) The City will provide and have appliances and equipment cleaned and certified to be in good working order prior to the Vendor's occupation of the Clubhouse. **(See Exhibit 1, APPLIANCE AND EQU IPMENT INVENTORY)**

d) The City will be responsible for the repairs or replacement of equipment it owns due to normal wear and tear. Vendor will be responsible for repairs or replacement due to misuse or negligence.

e) The Vendor shall not install additional appliances without prior written approval is received from the Executive Director of Public Works and Electrical Departments to assure that the operation of the Clubhouse is not compromised.

VI. DESTRUCTION OF PROPERTIES: ABATEMENT OF PAYMENTS DUE TO CASUALTY

a) The supplies and all merchandise, effects and other property of any kind, nature, and description belonging to the Vendor, which may be on or in the properties during the Term shall be at the sole risk and hazard of the Vendor and if the whole or any part thereof shall be destroyed or damaged by fire, water, or otherwise, or by the leakage or bursting of water pipes, stream pipes, or other pipes, by theft, or any other cause, said loss or damage is to be charged to or be borne by the Vendor. Provided, however, in the event that such destruction or damage is caused the negligence or misconduct of the City of Mobile or its agents, the City shall reimburse Vendor the costs of repair of such damage or destruction.

b) If the facility is rendered wholly unfit for use by the Vendor by reason of any of the above occurrences not due to the fault or neglect of the Vendor, or if fifty (50%) percent or greater of the area of the facility is damaged or destroyed, the City of Mobile or the Vendor may terminate this Agreement without fault.

VII. RATES AND PRICES

a) It is the intent of this Agreement that Vendor charges to patrons shall be comparable to the prices charged by comparable golf courses offering similar facilities and service in the immediate area, such as Quail Creek Golf Club and Spring Hill College Golf Course.

b) Accordingly, the Vendor will initially obtain City concurrence in Vendor's menu and fee pricing. Vendor must submit menu and fee pricing revisions thereafter for City concurrence prior to implementation. Should Vendor desire to amend its schedule of prices such that they are not comparable with comparable golf courses, Vendor shall include documentation justifying the amendment.

c) The Vendor shall keep at all times on public display, the prices, rates, and charges, which are made for the sale of goods and services to the public. No such displays shall be attached to Clubhouse walls

VIII. DECORATIONS/DISPLAYS

The Vendor shall not attach any decorations and/or displays to the interior walls of the Clubhouse unless approved by City.

IX. HOURS OF OPERATIONS

The Vendor will remain open with food and beverage service during the same times as the Pro Shop, subject to inclement and/or cold weather conditions. Hot food is to be available from 7 AM to 2PM, seven days a week.

X. BEVERAGE CART

It is expected that Vendor will use and operate the beverage cart, to provide beverage service on the golf course to patrons, as a minimum, on weekends unless inclement weather precludes such. Vendor shall remove all supplies after each day of use. City will provide the cart to be used for on-course beverage sales. Vendor will provide coolers and any other necessary supplies.

XI. QUALITY OF PERFORMANCE

a) The Vendor agrees that it will operate and manage its contract granted under this Agreement in a professional first-class manner, comparable to other first-class Vendor firms providing similar facilities and services.

b) The Vendor shall hire a qualified and experienced restaurant manager. The person will be physically on the premises or available to personally resolve problems during operating hours. The Vendor staff are required to wear a uniform with the company name and/or logo and maintain a neat and clean presence as well a provide courteous and competent treatment to all patrons. The Vendor shall be responsible for continuous staffing for prompt efficient customer service. The Vendor shall adhere to all Federal, State, and local regulations for food service.

c) The Vendor shall ensure that the kitchen, concession stands, and immediate areas are kept free from debris and in a clean and sanitary condition at all times during the Term when such stands are operative. The Vendor shall have the duty to place accumulated garbage each day immediately following lunch and before closing, in the dumpster provided by the City. Vendor must provide and is financially responsible for regular grease collection and removal. The Vendor shall have the duty to keep the facilities under surveillance for any condition that may be hazardous to the general public and shall take whatever action is required to abate any such hazard or isolate the hazard from the general public.

d) The Vendor will provide all food items for sale and food preparation. The Vendor will provide all food preparation, cooking, and serving equipment to include plates, flatware, and napkins. Disposable products are suitable for patron's use, as the Grill does not have a dishwasher.

XII. CONDITIONS AND SURRENDER OF FACILITIES

a) At the end of the Term, the facilities shall be surrendered to the City of Mobile broom-clean and in good order excepting ordinary wear and tear or damage for which the Vendor is not responsible for in this Agreement. If the Vendor does not at once surrender possession of the same, the City may forthwith re-enter and repossess the premises without being guilty of trespassing or of forcible entry and detained without incurring liability to the Vendor for loss or damage to Vendor's property.

b) Personal property of Vendor must be removed from the Clubhouse prior to the expiration of the Term unless otherwise authorized by the City. If any personal property of Vendor is not

removed within (30) days of the expiration of the term, such property shall become and remain the property of the City.

XIII. TOURNAMENTS/PRIVATE FUNCTIONS

a) Vendor is expected to work directly with tournament groups in the provision of food and beverage service at standard, reasonable rates.

b) It is understood that some groups may wish to provide their own food and beverage. In such case, the Vendor is privileged to assess a reasonable corkage fee not to exceed $5.00 per golfer for food and non-alcoholic beverages. This fee will be reviewed annually and may be adjusted by up to 10% maximum.

c) Due to alcohol liability, all alcoholic beverages will be purchased through the Vendor.

d) The Vendor must obtain written approval from the Operations Manager prior to hosting a private function. No private function shall impede the availability of the golfers to obtain food and beverages.

e) Vendor will enter into a signed, written agreement with the tournament/group representative.

f) The Vendor must provide a signed, written agreement with the tournament/group representative to the Golf Professional.

XIV. STANDARD OF SERVICE

Vendor will provide a high quality of customer service to reflect favorably on the Azalea City Golf Course. Vendor and all of its employees and representatives will exercise the utmost care to treat all persons with courtesy and respect, will maintain adequate stock of all sales merchandise and will exercise the highest degree of care in anticipating and fulfilling reasonable customer demands for consumable items and series. Vendor's performance evaluation will include a rating based on the formal and informal customer input made directly to Golf Course Superintendent.

XV. FORCE MAJEURE

Neither the City nor the Vendor shall be deemed in breach of this Agreement if it is prevented from performing to the obligations hereunder by reason of acts of God, acts of the public enemy, acts of superior governmental authority strikes or labor disputes, riots, rebellion, sabotage, or another similar circumstances not within its reasonable control. In the case of a "force majeure", as defined herein, destroying or rendering unusable all or a portion of the Clubhouse, the provisions of Clause VI shall control.

XVI. INDEMNIFICATION OF THE CITY

Vendor its agents, employees, and officers hereby agree to indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, elected officials, and representatives, from all claims of any nature whatsoever arising in connection with any acts or omission in the performance of this Agreement, and further to release the City and its agents, employees, elected officials, and representatives from any and all claims whatsoever arising from its undertakings pursuant to this Agreement. It is the specific and express intent of the parties to this Agreement for the foregoing covenants and indemnity obligations to run in favor

of the City and its agents, employees, elected officials, and representatives to the fullest extent permitted by applicable law.

XVII. INSURANCE REQUIREMENTS:

a) Vendor shall procure and maintain for the entire duration of the project, at its own expense, such insurance as will protect it and Azalea City Golf Course and the City of Mobile (including the City's agents, employees, and elected officials) at the limits, coverages, and other terms set forth herein. Evidence of such insurance shall be included as Exhibit 2 to this Agreement.

b) For the term of this Agreement, Provider 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 name Azalea City Golf Course and the City of Mobile as an additional insured and*** shall attach to this contract as proof thereof a certificate of insurance. On or before the inception of this agreement, and annually thereafter for the duration of this agreement (or longer if stated otherwise), the Service Provider shall maintain the following insurance policies on a primary and non-contributing basis. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

c) The following minimum amounts of insurance will be maintained for the duration of the contract:

A. Worker's Compensation: Statutory – an amount and coverage as required by law of the state of Alabama.

B. General Liability – Premises/Operations: Public Liability, including premises, products and complete operations:
   1. Bodily Injury Liability
      a. $500,000 each person
      b. $1,000,000 each occurrence
   2. Property Damage Liability
      a. $1,000,000 each occurrence or
      b. In lieu of (1) and (2) above, Bodily Injury and Property Damage Combined - $2,000,000 single limit

C. Automobile Liability – Comprehensive, including owned, non-owned, and hired vehicles. *(If Service Provider does not own an automobile, but one is used in the execution of the agreement, then only "hired and non-owned coverage" is required.)*

   1. Bodily Injury Liability,
      a. $250,000 each person
      b. $500,000 each occurrence, and
   2. Property Damage Liability: $100,000 each occurrence , or, in lieu of 1 and 2,
   3. Combined Bodily Injury and Property Damage - $500,000.00.

d) The policy shall provide endorsements or exclusions removed for property damage liability, personal injury liability, contractual liability, product liability, and independent contractor liability.

e) Waiver of Subrogation: The automobile liability, professional liability, and workers compensation coverages must contain a waiver of subrogation in favor of the City of Mobile and such waiver shall be reflected on the Certificate(s) of Insurance. The Vendor does hereby waive any and all subrogation rights against the City, its elected officials, agents, employees, and officials for any

claims arising from the work related to this project or this Agreement. Service Provider further agrees to provide notice of this waiver to its insurer, and to secure its insurer's acknowledgment and consent to this waiver.

f.) Non-Waiver: Failure by the City to insist on the issuance of insurance policies which conform with these requirements does not constitute a waiver of the City's right to assert a breach of any condition or requirement related to Service Provider's insurance or otherwise contained in this Agreement.

XVIII. ASSIGNMENTS AND SUBCONTRACTS

The Vendor shall not assign this Agreement in whole or in part, nor subcontract all or any part of the site, without first obtaining the written consent of the City and in that event, the Vendor shall remain primarily liable for the payments herein provided, unless expressly otherwise provided by the written consent by the City. If this agreement is assigned, or if the site or any part thereof is underlet or occupied by anybody other than the Vendor without the consent of the City as hereinabove provided, the City may collect rent from the assignee undertenant, or occupant, and apply the net amount collected to the fee herein reserved, but no such assignment underletting, occupancy or collection shall be deemed a waiver of this Clause, or the acceptance of the assignee, undertenant or occupant as Concessioner, or a release of the Vendor from an of the covenant herein contained.

XIX. RIGHT OF ENTRY; INSPECTION BY THE CITY

a) The City and its authorized representatives shall have full right and power to enter the Vendor's facilities for the purpose of inspection, enforcing laws, rules and regulations, as well as for any o other lawful purpose.

b) The City of Mobile or its authorized representatives may at any time and without interfering with the operations being conducted within the Vendor's facilities, enter onto and upon said facilities to examine the condition thereof, and determine whether the Vendor is conducting its operations thereon in compliance with the terms and provisions of this Agreement. This condition is also necessary to provide access for personnel to operate and maintain facility fire protection and electrical equipment located within the facilities.

c) The Vendor shall be required to make any improvements in cleaning or maintenance methods requested by the City.

XX. SIGNS/DECORATIONS

The Vendor shall place no signs, advertisement, decorations, or displays upon the Azalea City Golf Course Clubhouse or the surrounding grounds without approval by the City, which approval shall not be unreasonably withheld. The City shall have the right to remove any sign that may be erected without such consent.

XXI. NONDISCRIMINATION

Vendor 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.

XXII. COMPLIANCE WITH LAWS AND AGREEMENTS

a) The Vendor shall keep itself fully informed and promptly comply or cause compliance with all laws, ordinances, rules and regulations in a manner affecting its operation under this Agreement.

b) The Vendor will produce all permits and licenses, pay any charges, license fees, or taxes incident to the operation and give all notices necessary and incident to the lawful and proper execution of its operations hereunder.

XXIII. VENUE/JURISDICTION

The Parties agree that the jurisdiction and laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Mobile County, Alabama.

XXIX. CHANGES IN WRITING ONLY

This Agreement contains the entire agreement of the parties and no change, modification, or waiver in or of the terms, provision, or conditions of the Agreement shall be in any way valid or binding on either of the parties hereto unless the same be in writing and signed by both parties.

XXX NOTICES

a) A written notice to the City hereunder shall, until receipt of written notice otherwise from the City, be addressed to Azalea City Golf Course, City of Mobile, P. O. Box 1827 Mobile, AL, 36633.

b) Written notice to the Vendor hereunder shall, until receipt of written notice otherwise from Vendor, be addressed to: Dorie's Inc., d/b/a Azalea City Golf Course Grill, in care of the Azalea City Golf Course.

c) All notices may be delivered personally to the City in the one case or to the Vendor in charge in the other case or may be deposited in the United States mail, properly addressed, as above provided, and with postage fully prepaid.

XXXI. DEFAULT; EARLY TERMINIATION CREATED HEREBY

a) The City of Mobile has the right to terminate this Agreement and end the Term upon thirty (30) days written notice from the City Council if the Vendor is in breach of any of its duties under this Agreement and fails to cure its breach to the satisfaction of the City Council within such thirty (30) day period. The City shall not be liable for payment to the Vendor for lost profit or damages as the result of its termination of the contract.

b) Either party shall have the option of terminating this Agreement and ending the Term in the event of a major casualty as described in Clause II (Rights and Duties of the City) by giving the other party thirty (30) days' notice.

XXXII. NO PARTNERSHIP OR EMPLOYMENT CREATED HEREBY

The City and Vendor agree that no partnership relations between the parties hereto or joint venture as created by this Agreement, and the Vendor is not made an employee of the /city. The Vendor shall be an independent contractor at all times.

XXXIII. COMPLIANCE WITH ALABAMA IMMIGRATION LAW

By signing this Agreement, the contracting parties affirm, for the duration of this 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 this Agreement and shall be responsible for all damages resulting therefrom.

XXXIV. BOYCOTTS

By signing this contract, Contractor 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.

XXXV. SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

XXXVI. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this the date indicated above.

Dorie Courtney

VENDOR, Dorie's Inc. d/b/a Azalea City Golf Course Grill Date 3/28/24

By Its

owner

Title

ACKNOWLEDGEMENT

The State of Alabama }

Mobile County}

I, Taylor M Barbour, a Notary Public, in and for said County in said State, hereby certify that Dorie Courtney whose name as owner of the inc, a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 28 day of March, 2024

(Seal) TAYLOR MICHELLE BARBOUR NOTARY PUBLIC Comm. Expires Jan. 30, 2028 ALABAMA STATE AT LARGE

Notary Public

CITY OF MOBILE
A Municipal Corporation

Date

By Its Mayor

ATTEST:

City Clerk

Date

Exhibit 1: Appliance and Equipment Inventory
2: Evidence of Insurance

EXHIBIT 1

COOKING APPLIANCE AND TELEVISION INVENTORY
TO BE PROVIDED BY CITY

COOKING APPLIANCE AND TELEVISION INVENTORY TO BE PROVIDED BY CITY

Asset #	Date Purchased	Description
None	6/27/2014	Microwave
None	1/15/2014	6 burner gas stove, double oven, griddle combo, Sunfire
None	7/1/2014	2 basket deep fryer, Pitco
None	7/1/2014	2 basket deep fryer, Pitco
81407	2/3/2023	Ice machine, Ice-O-Matic 1446FW
72052	8/31/2007	Ice Storage Bin (sits below ice machine) Ice-O-Matic
47680	10/1/1996	Stainless steel table 29" x 70"
	10/6/2021	Stainless steel table 30" x 60"
	10/6/2021	Stainless steel table 36" x 24"
	5/20/2019	Upright freezer, 15.7 cu ft, Maytag
36778	02/2000	Double door freezer, Continental
48757	1/30/2009	Single door freezer, True Manufacturing
	Unknown	Single door refrigerator, Frigidaire
	11/5/2019	Single door refrigerator, True Manufacturing Company
	9/1/2021	Chest type freezer w/ top slide door, Turbo Air beer cooler
	10/7/2021	Chest type freezer w/ top slide door, Turbo Air beer cooler
	5/2/2022	Draft Beer Cooler; Atosa USA Mod MKC23GR
47854	4/13/2007	32" flat screen TV, HP
47856	4/13/2007	37" flat screen TV, HP
47745	12/16/2009	42: flat screen TV, LG

MOMALLEY

COMMERCIAL INSURANCE APPLICATION
APPLICANT INFORMATION SECTION

DATE (MM/DD/YYYY): 03/29/2024

AGENCY: Vigilant Gulf Coast 29000 US Highway 98, Bldg C-201 Daphne, AL 36526	CARRIER: Wilmington Insurance Company NAIC CODE: 30155
	COMPANY POLICY OR PROGRAM NAME: PROGRAM CODE:
	POLICY NUMBER:
CONTACT NAME: Michael O'Malley PHONE (A/C, No, Ext): (251) 929-9011 FAX (A/C, No): E-MAIL ADDRESS: momalley@alignspartners.com CODE: SUBCODE: AGENCY CUSTOMER ID: DORIINC-01	UNDERWRITER: UNDERWRITER OFFICE: STATUS OF TRANSACTION: [ ] QUOTE [X] ISSUE POLICY [ ] RENEW; [ ] BOUND (Give Date and/or Attach Copy); [ ] CHANGE; [ ] CANCEL; DATE: 03/29/2024; TIME: [ ] AM [ ] PM

LINES OF BUSINESS

INDICATE LINES OF BUSINESS	PREMIUM		PREMIUM		PREMIUM
[ ] BOILER & MACHINERY	$	[ ] CYBER AND PRIVACY	$	[ ] YACHT	$
[ ] BUSINESS AUTO	$	[ ] FIDUCIARY LIABILITY	$		$
[ ] BUSINESS OWNERS	$	[ ] GARAGE AND DEALERS	$		$
[X] COMMERCIAL GENERAL LIABILITY	$ 884.00	[ ] LIQUOR LIABILITY	$		$
[ ] COMMERCIAL INLAND MARINE	$	[ ] MOTOR CARRIER	$		$
[ ] COMMERCIAL PROPERTY	$	[ ] TRUCKERS	$		$
[ ] CRIME	$	[ ] UMBRELLA	$		$

ATTACHMENTS

[ ] ACCOUNTS RECEIVABLE / VALUABLE PAPERS	[ ] GLASS AND SIGN SECTION	[ ] STATEMENT / SCHEDULE OF VALUES
[ ] ADDITIONAL INTEREST SCHEDULE	[ ] HOTEL / MOTEL SUPPLEMENT	[ ] STATE SUPPLEMENT (If applicable)
[ ] ADDITIONAL PREMISES INFORMATION SCHEDULE	[ ] INSTALLATION / BUILDERS RISK SECTION	[ ] VACANT BUILDING SUPPLEMENT
[ ] APARTMENT BUILDING SUPPLEMENT	[ ] INTERNATIONAL LIABILITY EXPOSURE SUPPLEMENT	[ ] VEHICLE SCHEDULE
[ ] CONDO ASSN BYLAWS (for D&O Coverage only)	[ ] INTERNATIONAL PROPERTY EXPOSURE SUPPLEMENT	
[ ] CONTRACTORS SUPPLEMENT	[ ] LOSS SUMMARY	
[ ] COVERAGES SCHEDULE	[ ] OPEN CARGO SECTION	
[ ] DEALERS SECTION	[ ] PREMIUM PAYMENT SUPPLEMENT	
[ ] DRIVER INFORMATION SCHEDULE	[ ] PROFESSIONAL LIABILITY SUPPLEMENT	
[ ] ELECTRONIC DATA PROCESSING SECTION	[ ] RESTAURANT / TAVERN SUPPLEMENT	

POLICY INFORMATION

PROPOSED EFF DATE	PROPOSED EXP DATE	BILLING PLAN	PAYMENT PLAN	METHOD OF PAYMENT	AUDIT	DEPOSIT	MINIMUM PREMIUM	POLICY PREMIUM
03/29/2024	03/29/2025	[ ] DIRECT [ ] AGENCY				$	$	$ 884.00

APPLICANT INFORMATION

NAME (First Named Insured) AND MAILING ADDRESS (including ZIP+4)	GL CODE	SIC	NAICS	FEIN OR SOC SEC #
Dorie's Inc. 2613 Venice Court Mobile, AL 36605	BUSINESS PHONE #: (251) 554-7087 WEBSITE ADDRESS:			

[X] CORPORATION [ ] INDIVIDUAL [ ] JOINT VENTURE [ ] LLC NO. OF MEMBERS AND MANAGERS: ____ [ ] NOT FOR PROFIT ORG [ ] PARTNERSHIP [ ] SUBCHAPTER "S" CORPORATION [ ] TRUST

NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)	GL CODE	SIC	NAICS	FEIN OR SOC SEC #
	BUSINESS PHONE #: WEBSITE ADDRESS:			

[ ] CORPORATION [ ] INDIVIDUAL [ ] JOINT VENTURE [ ] LLC NO. OF MEMBERS AND MANAGERS: ____ [ ] NOT FOR PROFIT ORG [ ] PARTNERSHIP [ ] SUBCHAPTER "S" CORPORATION [ ] TRUST

NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)	GL CODE	SIC	NAICS	FEIN OR SOC SEC #
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AGENCY CUSTOMER ID: DORIINC-01 MOMALLEY

CONTACT INFORMATION

CONTACT TYPE:	CONTACT TYPE:
CONTACT NAME:	CONTACT NAME:
PRIMARY PHONE # ☐ HOME ☐ BUS ☐ CELL / SECONDARY PHONE # ☐ HOME ☐ BUS ☐ CELL	PRIMARY PHONE # ☐ HOME ☐ BUS ☐ CELL / SECONDARY PHONE # ☐ HOME ☐ BUS ☐ CELL
PRIMARY E-MAIL ADDRESS:	PRIMARY E-MAIL ADDRESS:
SECONDARY E-MAIL ADDRESS:	SECONDARY E-MAIL ADDRESS:

PREMISES INFORMATION (Attach ACORD 823 for Additional Premises)

LOC # 1	STREET: 23 Upham St		CITY LIMITS: ☐ INSIDE ☐ OUTSIDE	INTEREST: ☐ OWNER ☒ TENANT	# FULL TIME EMPL: 1	ANNUAL REVENUES: $	80,000
BLD # 1	CITY: Mobile	STATE: AL			# PART TIME EMPL: 1	OCCUPIED AREA:	1,100 SQ FT
	COUNTY: Mobile	ZIP: 36607–3328				OPEN TO PUBLIC AREA:	350 SQ FT
DESCRIPTION OF OPERATIONS: Sales of premade casseroles, pastas, desserts, baked goods. Preparation of catered foods.						TOTAL BUILDING AREA:	SQ FT
						ANY AREA LEASED TO OTHERS? Y / N	N
LOC # 2	STREET: 1000 Gaillard Drive		CITY LIMITS: ☐ INSIDE ☐ OUTSIDE	INTEREST: ☐ OWNER ☒ TENANT	# FULL TIME EMPL: 1	ANNUAL REVENUES: $	70,000
BLD # 1	CITY: Mobile	STATE: AL			# PART TIME EMPL	OCCUPIED AREA:	2,000 SQ FT
	COUNTY: Mobile	ZIP: 36608				OPEN TO PUBLIC AREA:	1,700 SQ FT
DESCRIPTION OF OPERATIONS: Casual counter service restaurant with alcohol sales. Restaurant located at club house at municipal golf course.						TOTAL BUILDING AREA:	SQ FT
						ANY AREA LEASED TO OTHERS? Y / N	N
LOC #	STREET		CITY LIMITS: ☐ INSIDE ☐ OUTSIDE	INTEREST: ☐ OWNER ☐ TENANT	# FULL TIME EMPL	ANNUAL REVENUES: $	
BLD #	CITY:	STATE:			# PART TIME EMPL	OCCUPIED AREA:	SQ FT
	COUNTY:	ZIP:				OPEN TO PUBLIC AREA:	SQ FT
DESCRIPTION OF OPERATIONS:						TOTAL BUILDING AREA:	SQ FT
						ANY AREA LEASED TO OTHERS? Y / N	
LOC #	STREET		CITY LIMITS: ☐ INSIDE ☐ OUTSIDE	INTEREST: ☐ OWNER ☐ TENANT	# FULL TIME EMPL	ANNUAL REVENUES: $	
BLD #	CITY:	STATE:			# PART TIME EMPL	OCCUPIED AREA:	SQ FT
	COUNTY:	ZIP:				OPEN TO PUBLIC AREA:	SQ FT
DESCRIPTION OF OPERATIONS:						TOTAL BUILDING AREA:	SQ FT
						ANY AREA LEASED TO OTHERS? Y / N	

NATURE OF BUSINESS

												DATE BUSINESS STARTED (MM/DD/YYYY)
☐	APARTMENTS	☐	CONTRACTOR	☐	MANUFACTURING	☒	RESTAURANT	☐	SERVICE	☐		03/03/2021
☐	CONDOMINIUMS	☐	INSTITUTIONAL	☐	OFFICE	☐	RETAIL	☐	WHOLESALE			

DESCRIPTION OF PRIMARY OPERATIONS

Sales of premade casseroles, pastas, desserts, baked goods at location 1. Casual counter service restaurant with alcohol sales at location 2 (at golf course).

RETAIL STORES OR SERVICE OPERATIONS % OF TOTAL SALES:	INSTALLATION, SERVICE OR REPAIR WORK %	OFF PREMISES INSTALLATION, SERVICE OR REPAIR WORK %

DESCRIPTION OF OPERATIONS OF OTHER NAMED INSUREDS

ADDITIONAL INTEREST (Not all fields apply to all scenarios - provide only the necessary data) Attach ACORD 45 for more Additional Interests

INTEREST	NAME AND ADDRESS RANK: ___ EVIDENCE: ☐ CERTIFICATE ☐ POLICY ☐ SEND BILL	INTEREST IN ITEM NUMBER	
☐ ADDITIONAL INSURED ☐ LIENHOLDER		LOCATION:	BUILDING:
☐ BREACH OF WARRANTY ☐ LOSS PAYEE		VEHICLE:	BOAT:
☐ CO-OWNER ☐ MORTGAGEE		AIRPORT:	AIRCRAFT:
☐ EMPLOYEE AS LESSOR ☐ OWNER		ITEM CLASS:	ITEM:
☐ LEASEBACK OWNER ☐ REGISTRANT		ITEM DESCRIPTION	
☐ LENDER'S LOSS PAYABLE ☐ TRUSTEE	REFERENCE / LOAN #: / INTEREST END DATE:		
	LIEN AMOUNT: / PHONE (A/C, No, Ext): / FAX (A/C, No):		
REASON FOR INTEREST:	E-MAIL ADDRESS:		

GENERAL INFORMATION

AGENCY CUSTOMER ID: DORIINC-01 MOMALLEY

EXPLAIN ALL "YES" RESPONSES	Y / N
1a. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY ?	N
PARENT COMPANY NAME / RELATIONSHIP DESCRIPTION / % OWNED	
1b. DOES THE APPLICANT HAVE ANY SUBSIDIARIES?	N
SUBSIDIARY COMPANY NAME / RELATIONSHIP DESCRIPTION / % OWNED	
2. IS A FORMAL SAFETY PROGRAM IN OPERATION? ☐ SAFETY MANUAL ☐ SAFETY POSITION ☐ MONTHLY MEETINGS ☐ OSHA ☐	N
3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS? **Cooking. Baking at location 1. Grilling at location 2.**	Y
4. ANY OTHER INSURANCE WITH THIS COMPANY? (List policy numbers)	N
LINE OF BUSINESS / POLICY NUMBER / LINE OF BUSINESS / POLICY NUMBER	
5. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR THREE (3) YEARS FOR ANY PREMISES OR OPERATIONS? **(Missouri Applicants - Do not answer this question)** ☐ NON-PAYMENT ☐ AGENT NO LONGER REPRESENTS CARRIER ☐ ☐ NON-RENEWAL ☐ UNDERWRITING ☐ CONDITION CORRECTED (Describe):	N
6. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?	N
7. DURING THE LAST FIVE YEARS (TEN IN RI), HAS ANY APPLICANT BEEN INDICTED FOR OR CONVICTED OF ANY DEGREE OF THE CRIME OF FRAUD, BRIBERY, ARSON OR ANY OTHER ARSON-RELATED CRIME IN CONNECTION WITH THIS OR ANY OTHER PROPERTY? (In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment).	N
8. ANY UNCORRECTED FIRE AND/OR SAFETY CODE VIOLATIONS?	N
OCCUR DATE / EXPLANATION / RESOLUTION / RESOLVE DATE	
9. HAS APPLICANT HAD A FORECLOSURE, REPOSSESSION, BANKRUPTCY OR FILED FOR BANKRUPTCY DURING THE LAST FIVE (5) YEARS?	N
OCCUR DATE / EXPLANATION / RESOLUTION / RESOLVE DATE	
10. HAS APPLICANT HAD A JUDGEMENT OR LIEN DURING THE LAST FIVE (5) YEARS?	N
OCCUR DATE / EXPLANATION / RESOLUTION / RESOLVE DATE	
11. HAS BUSINESS BEEN PLACED IN A TRUST? **NAME OF TRUST:**	N
12. ANY FOREIGN OPERATIONS, FOREIGN PRODUCTS DISTRIBUTED IN USA, OR US PRODUCTS SOLD / DISTRIBUTED IN FOREIGN COUNTRIES? (If "YES", attach ACORD 815 for Liability Exposure and/or ACORD 816 for Property Exposure)	N
13. DOES APPLICANT HAVE OTHER BUSINESS VENTURES FOR WHICH COVERAGE IS NOT REQUESTED?	N
14. DOES APPLICANT OWN / LEASE / OPERATE ANY DRONES? (If "YES", describe use)	N
15. DOES APPLICANT HIRE OTHERS TO OPERATE DRONES? (If "YES", describe use)	N

REMARKS / PROCESSING INSTRUCTIONS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED ACORD 101

PRIOR CARRIER INFORMATION

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER				
	POLICY NUMBER				
	PREMIUM	$	$	$	$
	EFFECTIVE DATE				
	EXPIRATION DATE				

PRIOR CARRIER INFORMATION (continued)

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER				
	POLICY NUMBER				
	PREMIUM	$	$	$	$
	EFFECTIVE DATE				
	EXPIRATION DATE				
	CARRIER				
	POLICY NUMBER				
	PREMIUM	$	$	$	$
	EFFECTIVE DATE				
	EXPIRATION DATE				

LOSS HISTORY

X **Check if none (Attach Loss Summary for Additional Loss Information)**

ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE LAST YEARS

TOTAL LOSSES: $

DATE OF OCCURRENCE	LINE	TYPE / DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED	SUBRO-GATION Y / N	CLAIM OPEN Y / N

SIGNATURE

Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION.

(Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applicants in these states.) **(Applicant's Initials):** DC

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE	PRODUCER'S NAME (Please Print)	STATE PRODUCER LICENSE NO (Required in Florida)
Michael O'Malley	Michael O'Malley	737052

APPLICANT'S SIGNATURE	DATE	NATIONAL PRODUCER NUMBER
Dorie Courtney Dorie Courtney (Mar 29, 2024 10:48 CDT)	03/29/202	17705860

AGENCY CUSTOMER ID: DORIINC-01 MOMALLEY

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Vigilant Gulf Coast	NAMED INSURED Dorie's Inc. 2613 Venice Court Mobile, AL 36605 Mobile
POLICY NUMBER	
CARRIER: Wilmington Insurance Company / NAIC CODE: 30155	EFFECTIVE DATE: 03/29/2024

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 125 FORM TITLE: COMMERCIAL INSURANCE APPLICATION INFORMATION SECTION

Business Info and Requested Coverage

Dorie's Inc. operates out of two locations with similar, but different exposures. The primary location at 23 Upham Street is a storefront for the sales of pre-made casseroles, pastas, soups, baked goods, and desserts. There is no seating or dining in available to customers. All pre-made items are packaged in containers and labeled with heating instructions. In addition to this operation, Dorie's Inc. also operates a catering service, typically for 50 or fewer guests. This primary location also provides prep space for catered meals. All catering events are self-serve, buffet style. The business is contracted merely for the supply of the food.

The second location is currently awaiting insurance coverage and a few final touches before opening. This location at 1000 Gaillard Drive will be grill at a local municipal golf course, and it will offer cooked-to-order casual American cuisine (cheeseburgers, sandwiches, etc., commonly available at golf courses). Alcohol will also be sold at this location, so liquor liability is requested in addition to general liability coverage.

The business leases its space and has very little business personal property, which it does not wish to insure. Additionally, Dorie, her husband, and one of her children will be the only "employees", and they have declined to accept any additional coverages, such as business income coverage. They understand the risk associated with declining these coverages and wish only to obtain general liability coverage for all of their operations and liquor liability (with a $100,000 limit) coverage for their new location.

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AGENCY CUSTOMER ID: DORIINC-01 MOMALLEY

COMMERCIAL GENERAL LIABILITY SECTION

DATE (MM/DD/YYYY): 03/29/2024

AGENCY	CARRIER	NAIC CODE
Vigilant Gulf Coast	Wilmington Insurance Company	30155

POLICY NUMBER	EFFECTIVE DATE	APPLICANT / FIRST NAMED INSURED
	03/29/2024	Dorie's Inc.

IMPORTANT - If CLAIMS MADE is checked in the COVERAGE / LIMITS section below, this is an application for a claims-made policy. Read all provisions of the policy carefully.

COVERAGES

- [X] COMMERCIAL GENERAL LIABILITY
  - [X] CLAIMS MADE [ ] OCCURRENCE
- [ ] OWNER'S & CONTRACTOR'S PROTECTIVE

DEDUCTIBLES

- [ ] PROPERTY DAMAGE $
- [ ] BODILY INJURY $ [ ] PER CLAIM [ ] PER OCCURRENCE
- [ ] $

LIMITS

		PREMIUMS
GENERAL AGGREGATE	$ 2,000,000	
LIMIT APPLIES PER: [X] POLICY [ ] LOCATION [ ] PROJECT [ ] OTHER:		PREMISES/OPERATIONS
PRODUCTS & COMPLETED OPERATIONS AGGREGATE	$ 2,000,000	PRODUCTS
PERSONAL & ADVERTISING INJURY	$ 1,000,000	
EACH OCCURRENCE	$ 1,000,000	OTHER
DAMAGE TO RENTED PREMISES (each occurrence)	$ 100,000	
MEDICAL EXPENSE (Any one person)	$ 5,000	TOTAL
EMPLOYEE BENEFITS	$	
	$	

OTHER COVERAGES, RESTRICTIONS AND/OR ENDORSEMENTS (For hired/non-owned auto coverages attach the applicable state Business Auto Section, ACORD 137)

APPLICABLE ONLY IN WISCONSIN: IF NON-OWNED ONLY AUTO COVERAGE IS TO BE PROVIDED UNDER THE POLICY:
1. UM / UIM COVERAGE [ ] IS [ ] IS NOT AVAILABLE. 2. MEDICAL PAYMENTS COVERAGE [ ] IS [ ] IS NOT AVAILABLE.

SCHEDULE OF HAZARDS

LOC #	HAZ #	CLASSIFICATION	CLASS CODE	PREMIUM BASIS	EXPOSURE	TERR	RATE		PREMIUM	
							PREM/OPS	PRODUCTS	PREM/OPS	PRODUCTS
1	1	Caterer	42951	R	40000					
1	2	Stores - Food or Drink -Other than Not-For-Profit	18435	R	40000					
2	1	restuarant-concessionaire-for profit	16819	R	70000					

RATING AND PREMIUM BASIS
(S) GROSS SALES - PER $1,000/SALES
(P) PAYROLL - PER $1,000/PAY
(A) AREA - PER 1,000/SQ FT
(C) TOTAL COST - PER $1,000/COST
(M) ADMISSIONS - PER 1,000/ADM
(U) UNIT - PER UNIT
(T) OTHER

CLAIMS MADE (Explain all "Yes" responses)

EXPLAIN ALL "YES" RESPONSES	Y / N
1. PROPOSED RETROACTIVE DATE:	
2. ENTRY DATE INTO UNINTERRUPTED CLAIMS MADE COVERAGE:	
3. HAS ANY PRODUCT, WORK, ACCIDENT, OR LOCATION BEEN EXCLUDED, UNINSURED OR SELF-INSURED FROM ANY PREVIOUS COVERAGE?	N
4. WAS TAIL COVERAGE PURCHASED UNDER ANY PREVIOUS POLICY?	N

EMPLOYEE BENEFITS LIABILITY

1. DEDUCTIBLE PER CLAIM: $	3. NUMBER OF EMPLOYEES COVERED BY EMPLOYEE BENEFITS PLANS:
2. NUMBER OF EMPLOYEES:	4. RETROACTIVE DATE:

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CONTRACTORS

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)	Y / N
1. DOES APPLICANT DRAW PLANS, DESIGNS, OR SPECIFICATIONS FOR OTHERS?	N
2. DO ANY OPERATIONS INCLUDE BLASTING OR UTILIZE OR STORE EXPLOSIVE MATERIAL?	N
3. DO ANY OPERATIONS INCLUDE EXCAVATION, TUNNELING, UNDERGROUND WORK OR EARTH MOVING?	N
4. DO YOUR SUBCONTRACTORS CARRY COVERAGES OR LIMITS LESS THAN YOURS?	N
5. ARE SUBCONTRACTORS ALLOWED TO WORK WITHOUT PROVIDING YOU WITH A CERTIFICATE OF INSURANCE?	N
6. DOES APPLICANT LEASE EQUIPMENT TO OTHERS WITH OR WITHOUT OPERATORS?	N

DESCRIBE THE TYPE OF WORK SUBCONTRACTED	$ PAID TO SUB-CONTRACTORS:	% OF WORK SUBCONTRACTED:	# FULL-TIME STAFF:	# PART-TIME STAFF:

PRODUCTS / COMPLETED OPERATIONS

PRODUCTS	ANNUAL GROSS SALES	# OF UNITS	TIME IN MARKET	EXPECTED LIFE	INTENDED USE	PRINCIPAL COMPONENTS

EXPLAIN ALL "YES" RESPONSES (For all past or present products or operations) PLEASE ATTACH LITERATURE, BROCHURES, LABELS, WARNINGS, ETC.	Y / N
1. DOES APPLICANT INSTALL, SERVICE OR DEMONSTRATE PRODUCTS?	N
2. FOREIGN PRODUCTS SOLD, DISTRIBUTED, USED AS COMPONENTS? (If "YES", attach ACORD 815)	N
3. RESEARCH AND DEVELOPMENT CONDUCTED OR NEW PRODUCTS PLANNED?	N
4. GUARANTEES, WARRANTIES, HOLD HARMLESS AGREEMENTS?	N
5. PRODUCTS RELATED TO AIRCRAFT/SPACE INDUSTRY?	N
6. PRODUCTS RECALLED, DISCONTINUED, CHANGED?	N
7. PRODUCTS OF OTHERS SOLD OR RE-PACKAGED UNDER APPLICANT LABEL?	N
8. PRODUCTS UNDER LABEL OF OTHERS?	N
9. VENDORS COVERAGE REQUIRED?	N
10. DOES ANY NAMED INSURED SELL TO OTHER NAMED INSUREDS?	N

AGENCY CUSTOMER ID: DORIINC-01 MOMALLEY

ADDITIONAL INTEREST / CERTIFICATE RECIPIENT

[X] ACORD 45 attached for additional names

INTEREST	NAME AND ADDRESS	INTEREST IN ITEM NUMBER
[X] ADDITIONAL INSURED	RANK: _____ EVIDENCE: [ ] CERTIFICATE	LOCATION: 2 BUILDING: 1
[ ] EMPLOYEE AS LESSOR	City of Mobile P.O. Box 1827 Mobile, AL 36633-1827	ITEM CLASS: ITEM:
[ ] LIENHOLDER		ITEM DESCRIPTION Club House Cafe
[ ] LOSS PAYEE		
[ ] MORTGAGEE		
[ ]	REFERENCE / LOAN #:	

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)	Y / N
1. ANY MEDICAL FACILITIES PROVIDED OR MEDICAL PROFESSIONALS EMPLOYED OR CONTRACTED?	N
2. ANY EXPOSURE TO RADIOACTIVE/NUCLEAR MATERIALS?	N
3. DO/HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? (e.g. landfills, wastes, fuel tanks, etc)	N
4. ANY OPERATIONS SOLD, ACQUIRED, OR DISCONTINUED IN LAST FIVE (5) YEARS?	N
5. DO YOU RENT OR LOAN EQUIPMENT TO OTHERS?	N

EQUIPMENT	TYPE OF EQUIPMENT				INSTRUCTION GIVEN (Y/N)
	[ ]	SMALL TOOLS	[ ]	LARGE EQUIPMENT	
	[ ]	SMALL TOOLS	[ ]	LARGE EQUIPMENT	

6. ANY WATERCRAFT, DOCKS, FLOATS OWNED, HIRED OR LEASED?	N
7. ANY PARKING FACILITIES OWNED/RENTED?	N
8. IS A FEE CHARGED FOR PARKING?	N
9. RECREATION FACILITIES PROVIDED?	N
10. ARE THERE ANY LODGING OPERATIONS INCLUDING APARTMENTS? (If "YES", answer the following):	N

# APTS	TOTAL APT AREA Sq. Ft.	DESCRIBE OTHER LODGING OPERATIONS

11. IS THERE A SWIMMING POOL ON PREMISES? (Check all that apply) [ ] APPROVED FENCE [ ] LIMITED ACCESS [ ] DIVING BOARD [ ] SLIDE [ ] ABOVE GROUND [ ] IN GROUND [ ] LIFE GUARD	N
12. ARE SOCIAL EVENTS SPONSORED?	N
13. ARE ATHLETIC TEAMS SPONSORED?	N

TYPE OF SPORT	CONTACT SPORT (Y/N)	AGE GROUP	TYPE OF SPORT	CONTACT SPORT (Y/N)	AGE GROUP
		[ ] 12 & UNDER [ ] 13 - 18 [ ] OVER 18			[ ] 12 & UNDER [ ] 13 - 18 [ ] OVER 18
EXTENT OF SPONSORSHIP:			EXTENT OF SPONSORSHIP:		

14. ANY STRUCTURAL ALTERATIONS CONTEMPLATED?	N
15. ANY DEMOLITION EXPOSURE CONTEMPLATED?	N

GENERAL INFORMATION (continued)

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)	Y / N
16. HAS APPLICANT BEEN ACTIVE IN OR IS CURRENTLY ACTIVE IN JOINT VENTURES?	N
17. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS?	N

LEASE TO	WORKERS COMPENSATION COVERAGE CARRIED (Y/N)

LEASE FROM	WORKERS COMPENSATION COVERAGE CARRIED (Y/N)

18. IS THERE A LABOR INTERCHANGE WITH ANY OTHER BUSINESS OR SUBSIDIARIES?	N
19. ARE DAY CARE FACILITIES OPERATED OR CONTROLLED?	N
20. HAVE ANY CRIMES OCCURRED OR BEEN ATTEMPTED ON YOUR PREMISES WITHIN THE LAST THREE (3) YEARS?	N
21. IS THERE A FORMAL, WRITTEN SAFETY AND SECURITY POLICY IN EFFECT?	N
22. DOES THE BUSINESSES' PROMOTIONAL LITERATURE MAKE ANY REPRESENTATIONS ABOUT THE SAFETY OR SECURITY OF THE PREMISES?	N

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED ACORD 101

SIGNATURE

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PRODUCER'S SIGNATURE	PRODUCER'S NAME (Please Print)	STATE PRODUCER LICENSE NO (Required in Florida)
Michael O'Malley	Michael O'Malley	737052
APPLICANT'S SIGNATURE Dorie Courtney Dorie Courtney (Mar 29, 2024 10:48 CDT)	**DATE** 03/29/2024	**NATIONAL PRODUCER NUMBER** 17705860

AGENCY CUSTOMER ID: DORIINC-01 MOMALLEY

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Vigilant Gulf Coast	Dorie's Inc. 2613 Venice Court Mobile, AL 36605 Mobile
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE: 03/29/2024
Wilmington Insurance Company / 30155	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 126 FORM TITLE: COMMERCIAL GENERAL LIABILITY SECTION

Revenues By Location

Location 1 is a food preparation site for catering operations and a store front (without seating or dining in) for prepared meals and baked goods (casseroles, pastas, baked goods, desserts). $40,000 annual revenue for catering. $40,000 annual revenue for sales in store front.

Location 2 is a small grill located in the clubhouse of a municipal golf course. Only open 4 days/week, the grill serves a limited menu of cooked-to-order meals (burgers, hot dogs, sandwiches, etc.) and serves alcohol. $50,000 expected annual revenue from food sales. $20,000 annual revenue expected from alcohol sales.

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LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of **MOBILE** and in the county of **MOBILE.** State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION - call the Map & Plat room at Mobile County Revenue Dept. at 574-8535)

Azalea City Golf Course
1000 Joe Gaillard Drive, Mobile AL 36608
Parcel ID 00512779
4 South Range 2 West Section 15 (4S2W15)

The above described property is ( ) owned, ( ) leased, ( ) sub-leased, or otherwise surrendered to ~~Dorie's Inc.~~ _____ who has applied for an **Alabama Alcoholic Beverage License** at the above location.

Sworn to and subscribed before me this 28 day of March, 2024.

Notary Public
City Clerk

Property Owner
William S. Stimpson, Mayor

Date

Jan. 30, 2028
My Commission Expires

Dorie Courtney
Licensee
Dorie's Inc.

3/28/24
Date

TAYLOR MICHELLE BARBOUR NOTARY PUBLIC Comm. Expires Jan. 30, 2028 ALABAMA STATE AT LARGE

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGN ON PROPERTY

I hereby agree to allow the City of Mobile to post a sign on my property notifying the general public that an application for the sale of alcohol is being considered for this location. I understand that the City of Mobile will erect and maintain said sign and remove the sign after the application is considered by the City.

Date

Owner of Property (Signature)

William S Stimpson, Mayor
Print Name of Property Owner

205 Government St
Address

Mobile, AL 36644
City State Zip

I agree that I will not remove or discard the City of Mobile's sign, and I will be responsible for reimbursing the City of Mobile for the cost of the sign if it is discarded.

3/28/24
Date

Dorie Courtney
Applicant's Signature

Dorie Courtney
Print Name of Applicant

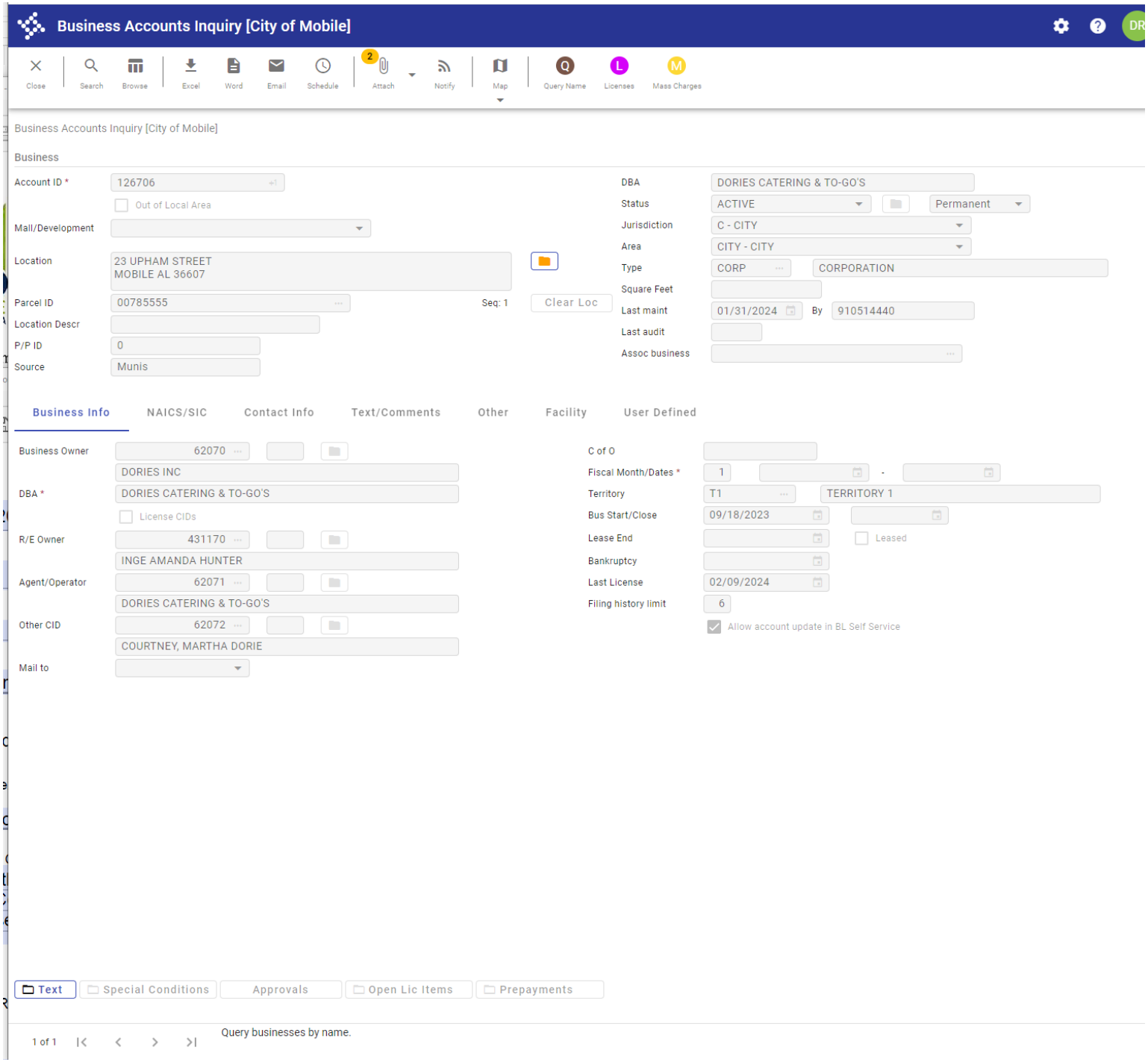
2613 Venice CT
Address

Mobile AL 36605
City State Zip

Business Entity Records

Dorie's Inc.	
Entity ID Number	000-838-498
Entity Type	Domestic Corporation
Principal Address	2613 Venice Ct MOBILE, AL 36605
Principal Mailing Address	2613 Venice Ct MOBILE, AL 36605
Status	Exists
Place of Formation	Alabama
Formation Date	03/03/2021
Registered Agent Name	Courtney, Martha Courtney
Registered Office Street Address	7700 Cameron Court MOBILE, AL 36695
Registered Office Mailing Address	7700 Cameron Court MOBILE, AL 36695
Nature of Business	Any Legal Business
Capital Authorized	1000
Capital Paid In	1.00
Incorporators	
Incorporator Name	COURTNEY, MARTHA
Incorporator Street Address	7700 CAMERON COURT MOBILE, AL 36695-3383
Incorporator Mailing Address	7700 CAMERON COURT MOBILE, AL 36695-3383
Annual Reports	
Report Year	2023 2024
Transactions	
Transaction Date	02/03/2023
Legal Name Changed From	Dorie's Landscaping, Inc
Transaction Date	02/03/2023
Principal Mailing Address Changed From	7700 Cameron Court MOBILE, AL 36695
Transaction Date	02/03/2023
Principal Office Changed From	7700 Cameron Court MOBILE, AL 36695
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	03/03/2021 Certificate of Formation 3 pgs.
Document Date / Type / Pages	02/03/2023 Articles of Amendment 4 pgs.

Browse Results New Search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Business Accounts Inquiry [City of Mobile]
Business
Account ID *
126706
Out of Local Area
Mail/Development
Location
23 UPHAM STREET
MOBILE AL 36607
Parcel ID
00785555
Seq: 1
Clear Loc
Location Descr
P/P ID
0
Source
Munis
DBA
DORIES CATERING & TO-GO'S
Status
ACTIVE
Permanent
Jurisdiction
C - CITY
Area
CITY - CITY
Type
CORP
CORPORATION
Square Feet
Last maint
01/31/2024
By
910514440
Last audit
Assoc business
Business Info
NAICS/SIC
Contact Info
Text/Comments
Other
Facility
User Defined
Business Owner
62070
DORIES INC
DBA *
DORIES CATERING & TO-GO'S
License CIDs
R/E Owner
431170
INGE AMANDA HUNTER
Agent/Operator
62071
DORIES CATERING & TO-GO'S
Other CID
62072
COURTNEY, MARTHA DORIE
Mail to
C of O
Fiscal Month/Dates *
1
Territory
T1
TERRITORY 1
Bus Start/Close
09/18/2023
Lease End
Leased
Bankruptcy
Last License
02/09/2024
Filing history limit
6
Allow account update in BL Self Service
Text
Special Conditions
Approvals
Open Lic Items
Prepayments
1 of 1
Query businesses by name.

City of Mobile, Alabama
Request for Proposals (RFP) 5859
Azalea City Golf Course Concession

I. INTENT

The City of Mobile Parks and Recreation Department is seeking proposals from food and beverage concessionaires for the operation of a restaurant at the City of Mobile's Azalea City Golf Course. The Azalea City Golf Course is an 18-hole golf course and driving range owned and operated by the City of Mobile ("City"). This RFP seeks a Vendor to provide concession services for the Azalea City Grill ("Grill") located in the Clubhouse at the Golf Course. The Grill is a fully licensed restaurant that serves as gathering place for local golfers with a menu that includes snacks, sandwiches, hamburgers and a range of beverages, to include beer, wine, and mixed drinks. The Grill also provides tournament catering for groups of any size and on-course beverage carts. The Grill is open to the public 7 days a week, closed only on Thanksgiving Day and Christmas Day. The goal of the City is that the selected Vendor will operate the Grill in a manner that efficiently provides high quality food and beverage service that complements the overall experience of patrons to the Azalea City Golf Course. The length of contract will be three years to commence on or about February, 2024. Specific operating terms and conditions are negotiable to provide the best patron experience consistent with concessionaire profitability and success.

Statements of interest / proposals are due by 5:00 pm, Wednesday, January 17, 2024. Submit proposals to the address listed below. Questions about this opportunity, and requests to tour the space may be sent not later than January 8, 2024, to Kim.Carmody@CityofMobile.org. This RFP and any addenda to it are posted at www.CityofMobile.org/Bids .

Send proposals to:
Director, Parks and Recreation
City of Mobile
48 North Sage Avenue
Mobile, Alabama 36607

II. BACKGROUND INFORMATION

A. Azalea City Golf Course – Golf Operations

The Azalea City Golf Course and Clubhouse is nestled in Mobile's Langan Park at 1000 Gaillard Drive, Mobile, Alabama. The golf course was established in 1957 and consists of a full service 18-hole golf course along with a clubhouse facility of 9100 square feet. Approximately 3600 square feet are designated for the restaurant.

The course allows golfers to walk or ride, and adequate parking exists for daily use and/or large functions involving the restaurant. The golf course is a fee-based facility with various levels of

membership and tournaments throughout the year. The annual number of rounds played for the last five years are:

FY23 - 44,823
FY22 - 43,612
FY21 - 41,536
FY20 - 35,369 - closed 45 days for Covid
FY19 - 41,659

B. Course Operations

The golf course operations are directed by a Golf Course Superintendent and a Golf Professional under the general direction of the Parks and Recreation Director for the City of Mobile.

C. Concession Facility

The Concession Facility consists of the dining area, cooking area, serving area, meeting room, and patio. Square footage of each area-

- Kitchen/cooking area: 460 square feet
- Dining area: 2000 square feet with seating capacity of 134 people
- Meeting room: 756 square feet with seating capacity of 44 people

D. Restaurant Objectives

The City of Mobile has the following objectives of a concessionaire at the Azalea City Golf Course:

1. Meet the food and beverage needs of the golfing public.
2. Provide a high level of quick, friendly, and accurate food and beverage service.
3. Provide a consistent on-course beverage cart service.
4. The primary services would be breakfast and lunch with a sufficient mix of food offerings to cover the meal spectrum and provide snack foods.
5. Enhance the image of the Azalea City Golf Course among the golfing public as a course that features a great clubhouse and excellent customer service.
6. Provide restaurant, bar, and banquet operations with a distinctive menu and experience catering to visitors and drawing people to the area for a memorable experience.
7. Maximize attendance through marketing of featured menu items, service, ambiance, and special events.
8. Implement quality marketing and advertising. Work in unison with the City of Mobile staff during normal course of business to ensure an optimum experience for those frequenting the restaurant, bar, and banquet facilities.
9. Employ, train, and manage all staff needed to properly operate and maintain the facility.

10. Communicate any repair and maintenance needs for the facility and equipment to the Operations Manager.

E. Days and Hours of Service

The vendor will remain open with food and beverage service during the same times as the Pro Shop, subject to inclement and/or cold weather conditions. The golf course is closed Thanksgiving Day and Christmas Day. Hot food is to be available 7am to 2pm, seven days a week.

F. Fees

Vendor's concession menu prices and other service charges to patrons will be subject to the approval of the City, consistent with the overall best interests of the successful operation of the Azalea City Golf Course. The City's approval will not be unreasonably withheld.

G. Restaurant Menu

1. The vendor must include a sample menu noting anticipated fare to be offered in the concession area. Anticipated prices must be included for each meal and/or item.
2. The vendor agrees to provide for the public at the concession site, food, beverages, and services of high standard, equivalent in quality and price to that generally furnished to the public at similar places, comparable in size and scope, within the city and surrounding areas. Prices of all items sold shall be posted in a conspicuous place at the concession area.

H. Sale of Alcoholic Beverages

1. The City desires that the Grill serve beer, wine, and other alcoholic beverages compatible with the operation of a high quality public golf course. Specific beverages to be served will be at the approval of the City.
2. The Vendor must adhere to all laws applicable to the sale of alcohol.
3. The Vendor will be responsible for acquisition of all necessary permits and licenses required for the concession area and the beverage cart.
4. Vendor has the exclusive authority to bring alcoholic beverages onto the facility and has the responsibility to enforce patron compliance with this policy.

I. Beverage /Snack Cart

1. The City will provide access to a beverage/snack cart for the use of selling snacks, alcoholic and non-alcoholic beverages on the course.
2. The Vendor will be required to provide a beverage/snack cart operation for the purpose of providing snacks and refreshments to golfers playing on the course.

J. Inventory and Food Service Items

1. Vendor will provide all food items for sale and food preparation.
2. Vendor will provide all food preparation, cooking, and serving equipment to include plates, flatware, and napkins. Disposable products are suitable for patron's use, as the Grill does not have a dishwasher.

K. Tournaments and Private Functions

1. The Vendor must work directly with tournament groups in the provision of food and beverage service at standard, reasonable rates.
2. In the case where tournament groups wish to provide, their own food and beverage the Vendor can assess a corkage fee not to exceed $5.00 per golfer for food and non-alcoholic beverages.
3. All alcoholic beverages must be purchased through the Vendor.
4. The Vendor must provide a signed, written agreement with the tournament/group representative to the Golf Professional.
5. The Vendor must obtain written approval from the Operations Manager prior to hosting a private function. No private function shall impede the availability of the golfers to obtain food and beverages.

L. Staffing

1. The Vendor shall hire a qualified and experienced restaurant manager. The person will be physically on the premises or available to personally resolve problems during operating hours.
2. The Vendor staff are required to wear a uniform with the company name and/or logo and maintain a neat and clean presence as well as provide courteous and competent treatment to all patrons.
3. The Vendor shall be responsible for continuous staffing for prompt efficient customer service.
4. The Vendor shall adhere to all Federal, State, and local regulations for food service.
5. Labor relations, including hiring and firing, shall be the exclusive duty and right of the concessionaire.

M. Facility and Repairs

1. The City will provide a basic, defined set of facilities and equipment (see **Exhibit 1**) suitable for food concession operations for use by Vendor for operation of the Grill.
2. The City will make facility and equipment repairs beyond day-to-day care and routine preventative maintenance. The City will exercise reasonable discretion to complete any such repairs in a reasonably timely manner.
3. The City is not liable for any lost profits, lost revenues or any other incidental or consequential damages the successful proposer might allege to suffer as a result of any lack of use of all or any portions of the Golf Course by reason of a delay by the City in

effecting any such repairs or by result of any failure of the quality or reliability of any such repairs the City might elect to implement.

4. Vendor shall be responsible for the day-to-day care, maintenance and cleanliness of the facility and all equipment and furniture, to include minor repairs where necessary.
5. Vendor will be responsible for quarterly carpet cleaning.
6. Vendor will provide all necessary equipment and supplies for day-to-day cleaning.

N. Equipment and Property

1. The kitchen equipment is the property of the City and can be utilized.
2. The dining furniture in the facility is the property of the City and can be utilized.
3. The Vendor may supply additional equipment at their expense with approval from the City.
4. The City will provide the annual inspection of the facility's fire extinguishing equipment, including those within the concession area. The City shall be notified immediately in the event of an activation of any of the firefighting devices (extinguishers or installed suppression system).

O. Utilities

1. The City shall be responsible for electricity, water, sewer, gas, telephone, pest control, garbage, trash, security alarms, basic janitorial, kitchen exhaust hood cleaning, television, and internet service at the Grill.
2. The Vendor shall be responsible for all other utilities. This shall include cleaning of the grease trap and all kitchen equipment.

P. Sanitation

1. The City will provide the annual inspection and cleaning of the concessions kitchen hood.
2. The Vendor shall keep all fixtures, equipment, and personal property, whether owned by the Vendor, the City, or third parties, in clean, sanitary, and orderly condition at all times.
3. The Vendor is responsible for maintaining the floors in the kitchen, storage areas, dining room, meeting room and patio. The Vendor is also responsible for cleaning all the windows and doors in the meeting room, dining room and area adjacent to these areas.
4. The Vendor shall ensure that the all areas within the Concession Facility are kept free of debris and in clean and sanitary condition at all times.
5. The Vendor is responsible for placing all accumulated garbage each day immediately following lunch and before closing, in the dumpster, provided by the City.
6. The Vendor must provide and is responsible for regular grease collection and removal.
7. Vendor will provide all necessary equipment and supplies for day-to-day cleaning.

Q. Signage: For the purposes of this section, the term 'sign' shall be understood to include sound from audio equipment, and flashing, flickering, or moving lights or lighting devices.

1. The Vendor may provide interior signs not directed outward of it space at its discretion upon approval of the City.
2. The Vendor at its own expense will be allowed to attach one sign to the exterior of the building, in the style and material consistent with the building construction and must be approved through the City.
3. All signage must be acceptable under all Federal, State, County and City ordinances. The Vendor will be responsible for obtaining all permits to install the sign.
4. No advertising signs will be permitted on site without written consent from the City.
5. The City shall have the right to remove any signage that may be erected without consent.

R. Inspection by the City

1. The City's staff and agent may make periodic inspections of the concession premises and equipment to determine if they are being maintained in a neat and orderly fashion.
2. Such periodic inspections may also be made to determine whether the leaseholder is operating in compliance with the terms and conditions of the contract.
3. The Vendor shall be required to make any improvement in cleaning or maintenance methods requested by the City.

S. Taxes

Vendor shall be responsible for any and all sales tax and other transaction taxes, which shall not be deducted from gross receipts for the purpose of calculating concession fees.

T. Records and Audits

Vendor shall keep full, complete and proper books, records and accounts of the gross receipts both for cash and on credit of each separate department, division and subsidiary activity at any time operated in the premises and reported monthly. Said books, records and accounts, including any sales tax reports that management may be required to furnish (including any department, division or agency), shall at all reasonable times be open to the inspection of the City or other authorized representative or agent.

U. Termination

Vendor shall peaceably and immediately give up and surrender to the City of Mobile the premises and every part thereof at the termination of the agreement. Equipment purchases by Vendor will remain property of Vendor, not the City. Condition of facility and equipment shall be clean and in good working order at time of termination of agreement.

V. Assignment

Vendor shall not assign any portion of the operation without written permission from the City.

W. Rental Fees

1. The Vendor shall pay the City Eight Hundred ($800.00) Dollars per month for the term of this Agreement. Rent will be waived for any month for which the City closes the Azalea

City Golf Course more than 10 calendar days. In addition to said fees, the Vendor shall pay the City an amount equal to four (4%) percent of the Gross Revenues exceeding Twenty Thousand ($20,000.00) Dollars derived from the sale food and beverages (excluding sales taxes collected or any pass-through service fee collected in each and every calendar month of the contract term).

2. During the Term, the Vendor has the duty to pay the fees described herein above, not later than the twentieth (20th) day of each month. Unless such monthly payments are postmarked or received by the City on or before the twentieth (20th) day of each month during the Term, a late fee of Ten ($10.00) Dollars per day shall be added to the amount due to the City. For purposes of these payments, Vendor shall submit payments due the City directly to the Azalea City Golf Course bookkeeper.
3. The Vendor shall have the duty to furnish the City monthly revenue statements, in such form as approved by the City, showing receipts for the preceding month and shall submit them together with its payment by the twentieth (20th) day of each month as required in Item b) above.
4. The Vendor shall have the duty to keep true and accurate records of all its operations under this Agreement, including all receipts and disbursements of all money by it. Records, reporting forms, transaction documentation, and accounting methods shall be in such form and kept in such manner as approved by the Director of Finance of the City of Mobile, and all books, accounts, records, and operations of Vendor shall be open at all reasonable times for inspection and copying by the Finance Director or his/her designated representative.
5. The Vendor shall have the duty to furnish the City of Mobile's Finance Department promptly after close of each year a financial statement of its operations.
6. The Vendor shall have the duty to use its best effort to follow recognized, modern business practices to the end of providing efficient and adequate services to the public at fair and reasonable rates. Prompt and timely reporting as required by II(c) and II(d) above is of the essence of this Agreement.
7. The director of the Azalea City Golf Course shall serve as the Vendor's point of contact with the City for operational oversight and direction. City and Vendor shall provide each other efficient contact and notice information to include emergency points of contact.

X. Business License

The successful proposer shall have or obtain City of Mobile Business License prior to the final award of contract.

III. Submitting a Proposal/Evaluation

A. Format.

Provide a package to the City that demonstrates your interest, experience, and plan to provide the services needed. Organize your proposal with as much of the following information as possible.

1. A cover letter with information about your business and key persons. Include:
   a. Name of your business
   b. Location (offices, branches, facilities where you operate)
   c. Type of business entity (Corp, LLC, Sole Proprietor)
   d. Key persons associated with your business
   e. Brief history of your business

2. Describe your experience in food service operations. Be sure to include:
   a. Whether you've had a liquor license
   b. Type of establishments you've operated that would be relevant to the City's expectations.
   c. Number of staff/employees you've used
   d. References relating to your prior experience, to include context, name, email, and phone number.

3. Provide a financial description of your current business operation and relevant financials to indicate your ability to provide the services required by this opportunity.

4. Provide your plan to operate this concession for the City. Include:
   a. Your philosophy of customer service as it relates to a restaurant.
   b. Your plan to make the food concession complement and enhance the golf experience and attract other patrons for a quality dining and social space.
   c. The types of foods and beverages would you provide to the golfing public. Be as specific as to food and beverage items and price ranges as possible.
   d. Your intended staffing levels.
   e. How you will meet the City's expected cleaning and maintenance requirements.
   f. Your expectations for numbers of patrons you will serve, your revenue, and your profitability.

5. Your startup plan, to include how many days from City notification to beginning operations, to full operating capability.

6. Provide a brief promotional plan on how you would market the concession facility.

7. Provide any recommendations to amend the City's expectations to provide a more successful concession operation and experience.

B. Evaluation Criteria. The City will select the vendor that in its sole discretion will be the most likely to provide the best food and beverage experience for the Azalea City Golf Course. The City may elect to interview any, all, or no vendors submitting proposals, and select any or none of the proposals. The selected vendor will be required to enter into a negotiated agreement with the City, and possess and maintain all necessary insurance and licenses. The City will score proposals according to the following criteria:

1. Experience with operating a restaurant of comparable size to the Azalea City Golf Course Concession Facility. (25 points)

2. Experience with operating a restaurant at a Golf Course. (10 points)

3. Understanding of the food and beverage interests of golfers. (10 points)

4. Experience in hosting various sizes of (Rental/Catering) functions requiring food/and or beverage service. (10 points)

5. Financial stability and prior financial success. (10 points)

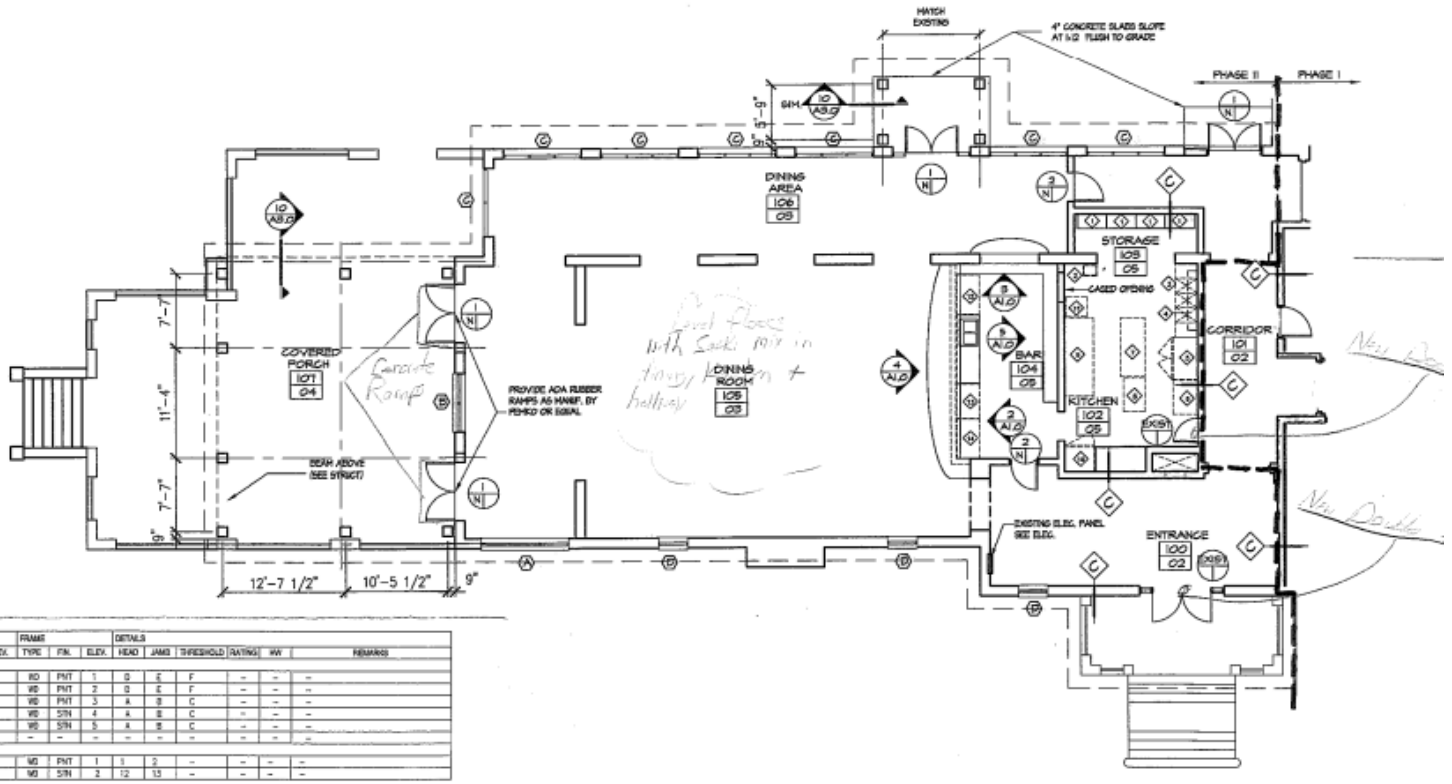
6. Plan to provide the services required (menu, pricing, realistic and successful business model). (30 points)

7. Plan to stand up operations (10 points).

Exhibits: 1 City Provided Appliances and Kitchen Item List
2 Floor Plans
3 Photo Gallery

EXHIBIT 2

KITCHEN, DINING AREA, AND PATIO FLOOR PLANS

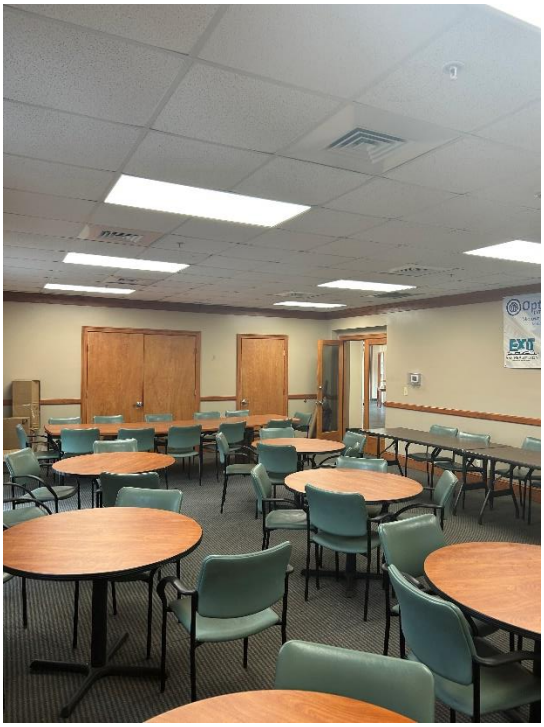


DOOR LOCATION			DOOR TYPE					FRAME			DETAILS					
NO.	FROM	TO	SIZE	THK.	TYPE	FIN.	ELEV.	TYPE	FIN.	ELEV.	HEAD	JAMB	THRESHOLD	RATING	HW	REMARKS
PHASE I																
1	–	–	3'-0"x7'-0"	1 3/4"	WD	PNT	1	RD	PNT	1	D	E	F	–	–	–
2	–	–	DBL. 3'-0"x7'-0"	1-3/4"	WD	PNT	2	WD	PNT	2	D	E	F	–	–	–
3	–	–	DBL. 3'-0"x7'-0"	1-3/4"	WD	STN	3	WD	PNT	3	A	B	C	–	–	–
4	–	–	3'-0"x7'-0"	1 3/4"	WD	STN	4	WD	STN	4	A	B	C	–	–	–
5	–	–	DBL. 3'-0"x7'-0"	1-3/4"	WD	STN	5	WD	STN	5	A	B	C	–	–	–
6	–	–	NOT USED	–	–	–	–	–	–	–	–	–	–	–	–	–
PHASE II																
1	–	–	DBL. 3'-0"x7'-0"	1 3/4"	WD	PNT	1	WD	PNT	1	1	2	–	–	–	–
2	–	–	3'-0"x7'-0"	1 3/4"	WD	STN	3	WD	STN	2	12	13	–	–	–	–

EXHIBIT 3 PHOTO GALLERY

View from the Clubhouse

Dining Area, Patio, and Meeting Room



Kitchen and Serving Area

EXHIBIT 1

COOKING APPLIANCE AND TELEVISION INVENTORY

TO BE PROVIDED BY CITY

Asset #	Date Purchased	Description
None	6/27/2014	Microwave
None	1/15/2014	6 burner gas stove, double oven, griddle combo, Sunfire
None	7/1/2014	2 basket deep fryer, Pitco
None	7/1/2014	2 basket deep fryer, Pitco
81407	2/3/2023	Ice machine, Ice-O-Matic 1446FW
72052	8/31/2007	Ice Storage Bin (sits below ice machine) Ice-O-Matic
47680	10/1/1996	Stainless steel table 29” x 70”
	10/6/2021	Stainless steel table 30” x 60”
	10/6/2021	Stainless steel table 36” x 24”
	5/20/2019	Upright freezer, 15.7 cu ft, Maytag
36778	02/2000	Double door freezer, Continental
48757	1/30/2009	Single door freezer, True Manufacturing
	Unknown	Single door refrigerator, Frigidaire
	11/5/2019	Single door refrigerator, True Manufacturing Company
	9/1/2021	Chest type freezer w/ top slide door, Turbo Air beer cooler
	10/7/2021	Chest type freezer w/ top slide door, Turbo Air beer cooler
	5/2/2022	Draft Beer Cooler; Atosa USA Mod MKC23GR
47854	4/13/2007	32” flat screen TV, HP
47856	4/13/2007	37” flat screen TV, HP
47745	12/16/2009	42: flat screen TV, LG

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson and Ben Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to accept and receive grant funding from the Alabama Department of Conservation and Natural Resources (ADCNR), in support of the Gulf of Mexico Energy Security Act (GOMESA), in the amount of $2,500,000.00 for Shipyard Road/Dog River Acquisition Project and to authorize the Mayor and the City Clerk to execute and attest, respectively, for and on behalf of the City of Mobile, the GOMESA Grant Agreement between the City of Mobile and the Alabama Department of Conservation and Natural Resources (ADCNR) attached hereto and made apart hereof, as though set forth in full, and to make such further action necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk.

Adopted:

_____

Lisa C. Lambert, City Clerk

STATE OF ALABAMA)

ADCNR GRANT#: G-CMHMCA/23/CM

MOBILE COUNTY)

GOMESA GRANT AGREEMENT
WITH REAL PROPERTY ACQUISITION PROVISION

THIS GOMESA GRANT AGREEMENT, ("Agreement") is made and entered by and between the State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as "ADCNR", and City of Mobile, hereinafter referred to as "Grantee" (ADCNR and Grantee collectively hereinafter "Parties") to provide funding made available to the State of Alabama under the Gulf of Mexico Energy Security Act of 2006 ("GOMESA").

In consideration of the mutual covenants herein contained, Grantee hereby agrees to perform, in proper sequence and in the time specified, all tasks necessary for successful completion of the project as hereinafter set forth.

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to Grantee, in accordance with the authorized uses and purposes set forth in GOMESA, to acquire approximately 4.8 acres of waterfront property on Halls Mill Creek for construction of a two-ramp boat launch, shoreline stabilization improvements, and access/parking amenities as described in the Disbursement Justification attached as Exhibit A ("Project").

2. **CERTIFICATION OF AUTHORIZED USES FOR PROJECT SERVICES:** Grantee warrants and represents that it will only use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and consistent with all applicable state and federal laws. Specifically, Grantee will use these funds for projects that satisfy one or more of the following authorized uses:

   a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
   b. Mitigation of damage to fish, wildlife, or natural resources;
   c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
   d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
   e. Planning assistance and the administrative costs of complying with GOMESA.

3. **PROJECT SERVICES:** Grantee warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and

consistent with all applicable state and federal laws. Furthermore, Grantee shall provide, in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services, and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 17.

4. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period shall begin on the date of the Commissioner's signature ("Project Commencement Date") and end Eighteen (18) months after the Commissioner's signature.

5. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the date of the Commissioner's signature ("Effective Date") and end ninety (90) days after the end of the Project Performance Period, unless extended in writing by ADCNR by amendment as provided herein.

6. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.

7. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to four payments, for a total Agreement amount not to exceed TWO MILLION FIVE HUNDRED THOUSAND DOLLARS AND 00/100 ($2,500,000.00), to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.

8. **CONTINGENCY/ FUNDING AVAILABILITY:** Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.

9. **ALLOWABLE COSTS:** Allowable Costs under this Agreement shall be determined in accordance with Exhibit A, subject to all requirements of GOMESA, local, state, and federal laws, as well as other applicable requirements, including the following:

    a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose may not qualify as an Allowable Cost.

b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded by such other sources constitute Allowable Costs to be funded pursuant to this Agreement.

c. Grantee acknowledges that, other than costs related to due diligence including, appraisal, survey, environmental site assessment(s), wetland delineation, attorney fees ("Approved Pre-Award Costs"), no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs. Any invoice submitted by Grantee seeking reimbursement for Approved Pre-Award Costs must include satisfactory verification that such costs were incurred no earlier than June 21, 2023.

d. Grantee agrees that all disbursed funds shall be expended solely for Allowable Costs and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR.

10. **REAL PROPERTY:** This Project includes Grantee's approved acquisition of real property (the "Property") as described herein in Exhibit A. Encumbering real property without prior written approval from ADCNR is an unauthorized use of the Property and of Project Services funds granted pursuant to this Agreement. The acquisition, use, maintenance, and disposition of the Property must adhere to this Agreement and all other applicable laws, rules, regulations, and requirements, including obligations which may survive the termination or expiration of this Agreement.

11. **PROPERTY RESTRICTIONS ON THE USE OF REAL PROPERTY:** Grantee must at all times comply with applicable real property requirements. Real property or interest in real property may not be used for purposes other than the Authorized Uses of this Agreement. The Property must not be sold, conveyed, transferred, assigned, mortgaged, or in any other manner encumbered except as expressly authorized in writing by ADCNR.

    In the event that the Property or interest in the Property is no longer needed for the originally Authorized Uses, the Grantee must obtain disposition instructions from ADCNR.

12. **RECORDING THE INTEREST IN THE REAL PROPERTY:** All deeds related to the acquisition of the Property must contain language that reflects and ensures that the Property will be used in accordance with the Authorized Uses of the acquisition. Grantee must obtain

prior written permission from ADCNR Commissioner to modify the use of, change the terms of, encumber, or convey title to, the interest in the real property acquired under this Agreement. The Grantee will protect the interest in the Property by including the following language within the recorded deed:

> *This Property was acquired (in whole or in part) with funds provided by the State of Alabama Department of Conservation and Natural Resources ("ADCNR"), pursuant to ADCNR Grant Agreement Number G-CMHMCA/23/CM ("Grant Agreement"). Grantee will manage said Property consistent with the Authorized Uses of the Grant Agreement and in accordance with applicable federal and state laws. Property may not be encumbered or disposed of in any manner without the prior written approval of the ADCNR Commissioner.*

13. **REPORTS:** Grantee agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following execution of this Agreement. The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees that failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources
Attention: GOMESA Coordinator
31115 Five Rivers Blvd.
Spanish Fort, AL 36527

14. **INDEMNIFICATION AND HOLD HARMLESS:**

    a. Grantee agrees to protect, defend, indemnify, save, and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from

and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss, or destruction of any property, which may occur or in any way grow out of, any act or omission of ADCNR, its officers, agents, and employees, the Grantee, and the Grantee's agents, servants, employees, and subcontractors. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgments, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Grantee agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent. Nothing contained in this agreement shall be deemed to constitute a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975).

b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.

c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.

15. **CLAIMS FOR LIENS:** Grantee shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services, or material furnished to Grantee in connection with the performance of its obligations under this Agreement.

16. **ASSIGNMENT / AMENDMENT:** Grantee shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of this Agreement. Such amendments, which are mutually agreed upon between ADCNR and Grantee, must be in writing and approved by all signatory/authorities prior to becoming effective.

17. **CLOSEOUT PROCESS:** The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, while adhering to the schedule developed by ADCNR. Grantee shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts

otherwise due to Grantee may be withheld until all closeout documents and deliverables have been received by ADCNR.

18. **TITLE VI AND EQUAL EMPLOYMENT OPPORTUNITY:** The Grantee will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements issued pursuant to that title. In accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement.

19. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.

20. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement. Grantee is imputed the knowledge, understanding, and application of applicable laws, statutes, regulations, and ordinances. Grantee shall procure all applicable federal, state, and local permits and shall pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.

21. **TAX / ASSESSMENT RESPONSIBILITY:** Grantee hereby agrees that the responsibility for payment of any taxes or assessments associated with the Project shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.

22. **ACCESS TO RECORDS:** The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, records of the Grantee, and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:

    a. Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available at: https://archives.alabama.gov/officials/rdas/conservation_rda.pdf), whichever

period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.

b. Pursuant to Alabama Act No. 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository; or to Central.Records@Examiners.Alabama.gov. Grantee shall also simultaneously therewith forward a copy of same to ADCNR.

c. The provisions of this Paragraph shall survive the Agreement Term and remain a continuing obligation of Grantee.

23. **INSURANCE:** Grantee is self-insured for general liability purposes. Grantee shall provide ADCNR with a certificate of insurance upon request, naming ADCNR as a certificate holder, and shall be required to provide ADCNR at least thirty (30) days' written notice of any cancellation or modification of such insurance coverage. Grantee shall, at all times during the term of the agreement, maintain sufficient cash reserves dedicated to the payment of claims, and maintain the present financial ability to pay claims, in the amount of $100,000.00 for injury to or death of one person; $300,000.00 for injury or death to more than one person growing out of one accident; and $100,000.00 for property loss.

24. **TERMINATION:** In addition to terms of Paragraphs 8, 28, and 41, this Agreement may be terminated as follows:

a. If, in the determination of ADCNR, Grantee fails to fulfill, in a timely and proper manner, its obligations under this Agreement or violates any of the covenants, agreements or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice to Grantee, pursuant to Paragraph 35, of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Grantee, pursuant to Paragraph 35, of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event,

at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.

c. If the Agreement is terminated by ADCNR, as provided herein, Grantee shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Grantee shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

25. **PRESS / EVENTS:** Grantee shall notify ADCNR of the location, date, and time of any press conferences, press releases, etc. related to this Project at least five (5) working days prior to the scheduled event or release.

26. **CONFLICT OF INTEREST CERTIFICATION:** The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing at the address set forth in Paragraph 35 and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.

27. **NONDISCRIMINATION:** Grantee agrees to comply with all federal and state laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.

28. **PRORATION:** In the event of the proration of the fund from which payment under this Agreement is to be made, the Agreement will be subject to termination.

29. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

30. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of

Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

31. **IMMIGRATION:** By signing this Agreement, the Grantee affirms, for the duration of the Agreement, that it 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, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

32. **NOT ENTITLED TO MERIT SYSTEM:** Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.

33. **BOYCOTT:** In compliance with Alabama Act No. 2016-312, Grantee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

34. **ECONOMIC BOYCOTT:** In compliance with Ala. Act No. 2023-409, by signing this Agreement, Grantee provides written verification that Grantee, without violating controlling law or regulation, does not and will not, during the term of the Agreement engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

35. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement will be as set forth below, unless and until updated information is provided:

    All notices required to be given to ADCNR shall be sufficient if sent by certified mail or overnight courier to the following address:

    <u>To ADCNR</u>:

    Attention: Christopher M. Blankenship, Commissioner
    Alabama Department of Conservation and Natural Resources
    64 N. Union St., Suite 468
    Montgomery, AL 36130

All notices required to be given to the Grantee shall be sufficient if sent by certified mail or overnight courier to the following address:

To Grantee:

Attention: William S. "Sandy" Stimpson, Mayor
City of Mobile
P.O. Box 1827
Mobile, AL 36633

36. **SEVERABILITY:** In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.

37. **GOVERNING LAW / SOVEREIGN IMMUNITY:** This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.

38. **CHOICE OF LAW / VENUE:** Grantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the Circuit Court of Montgomery County, Alabama.

39. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.

40. **DEBARMENT AND SUSPENSION:** Grantee certifies that, by entering into this Agreement, neither it or its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this transaction by any governmental department or agency.

41. **FORCE MAJEURE:** In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice to Grantee. Should this occur, neither party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency whether ongoing or occurring on or

after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").

42. **NO AGENCY:** By entering into this Agreement, Grantee understands and agrees it is not an agent of the State, its officers, employees, agents, or assigns. The Grantee is an independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.

43. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

44. **SUPERSEDES:** ADCNR and grantee represent that this Agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter hereof.

45. **REVIEW AND EXECUTION:** Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee.

46. **PROPER AUTHORITY:** **Grantee** hereto represents and warrants that the person executing this Agreement on its behalf has the full power and authority to legally bind its respective entity.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized.

ADCNR:

_____
Christopher M. Blankenship
Commissioner

Date: _____

GRANTEE:

_____
Signature

_____
Printed Name

_____
Title

EXHIBIT A

State of Alabama

Gulf of Mexico Energy Security Act

of 2006 Disbursement Justification

Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
b. **Mitigation of damage to fish, wildlife, or natural resources;**
c. **Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;**
d. **Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects**; and
e. Planning assistance and the administrative costs of complying with GOMESA.

Project Description:

City of Mobile Halls Mill Creek Public Access Project

Public access is listed as a priority within the Alabama Coastal Management Program (ACAMP), which seeks to increase the public and recreational access to coastal areas for recreational opportunities. This project will increase public access to the Halls Mill Creek, Rabbit Creek, and Dog River recreational areas, all of which are heavily used by boaters and fishermen alike. Currently, boating access to these waterways is limited to a single boat launch in Dog River Park, a site north of the proposed location.

The project will include the acquisition of approximately 4.8 acres of property on Halls Mill Creek as well as the construction of a two-ramp boat launch and rip rap infrastructure to protect the 700 linear feet of shoreline where the boat launch will be located (Figures 1 & 2). Additional improvements to the property will include parking, lighting, and paving of the access road identified on Figure 2, which is currently gravel.

A railroad lies adjacent to the property, which makes it subject to commercial development pressure. Development of the site as a public recreation area will preserve it from such development, thus protecting water quality and mitigating damage to the fish and wildlife prevalent in this section of the waterway, such as the West Indian Manatee (*Trichechus*

manatus), Alabama Red-bellied Turtle (*Pseudemys alabamensis*), and the Eastern Black Kingsnake (*Lampropeltis nigra*).

The goal of this project is to enhance the balance between conservation of coastal natural resources, in this case an approximately 4.8-acre, deep river parcel on Halls Mill Creek (Figure 2), and the public's use of this resource for outdoor recreational opportunities. The City of Mobile will achieve that goal by constructing a two-ramp boat launch and rip rap infrastructure which will protect this ecologically important site from future commercial development as well as increase public access to the waterways for recreational use. In addition, upon completion, the expanded access opportunities made available to the public and associated planned access design will mitigate impacts to natural resources caused by unmanaged access and user pressure due to currently limited access points. Such unmanaged access often results in adverse environmental impacts associated with increased sediment load from shoreline de-stabilization, rutting/soil compaction, and increased siltation of wetland habitats.

The Comprehensive Conservation & Management Plan (CCMP) for Alabama's Estuaries & Coast 2019-2023 seeks to enhance public access to the water and natural landscapes under Ecosystem Restoration and Protection-5 (ERP-5). In addition, Section 309(a)(3) of the Alabama Coastal Area Management Program (ACAMP) seeks to attain increased opportunities for public access to coastal areas of recreational, historical, aesthetic, ecological, or cultural value. This project will establish an important public access point in a region of coastal Alabama where access to the waterfront and natural resources is limited. The boat launch will also mitigate impacts of outer Continental Shelf activities through the funding of the onshore infrastructure public access project. This project will enhance public access and increase public outdoor recreational opportunities within and beyond the southwestern communities of the City of Mobile and surrounding coastal waterways.

Project Duration:

This project is expected to take approximately eighteen (18) months from the execution of the Agreement.

Project Costs:

Funding will be provided to the Grantee as four (4) installments. Installments #1 and #2 set forth below can be issued simultaneously upon Grantee satisfying all applicable requirements for individual installment disbursement.

Installment #1 for Due Diligence Costs will be disbursed following execution of the Grant Agreement and receipt of an invoice seeking reimbursement for Allowable Costs related to Pre-Award due diligence (as supported by documentation attached to the invoice) and advance disbursement for Allowable Costs associated with Post-Award due diligence and closing process activities.

Installment #2 for Acquisition Costs will be disbursed upon receipt of an invoice for Allowable Costs that shall include satisfactory verification that any previously disbursed funds were used (or will be used as part of the acquisition closing) for Allowable Costs and also submission of the following items to be reviewed and approved by ADCNR, which shall include: (1) a copy of the USPAP or Yellow Book appraisal showing the appraised value of acquisition acreage; (2) a copy of an environmental site assessment(s) showing no recognized environmental conditions and/or documentation recommending no further action; (3) a copy of a survey performed by an Alabama licensed appraiser showing the property to be acquired with GOMESA funding; (4) copy of the deed to be executed at closing (stamped

recorded deed shall be delivered to Grantor within 10 days of closing); (5) a copy of the title commitment evidencing title insurance to be secured at closing which must include all acreage serving as the basis for acquisition cost; (6) a copy of the documents evidencing the City's right of access to the property for GOMESA Authorized Use purposes including the public's right of access onto the property; and (7) a copy of the closing statement to be executed at closing.

Installment #3 for Engineering and Design costs will be disbursed following the closing upon receipt of an invoice for Allowable Costs which includes a copy of the recorded deed and satisfactory verification that all previously disbursed funds have been and will be used for Allowable Costs.

Installment #4, the final installment, will be disbursed following receipt of satisfactory verification that all previously disbursed funds have been and will be used for Allowable Costs and that completion of the Project as described herein will be achieved.

Anticipated Costs:

Installment	Category	Estimated Cost
1	Pre- and Post-Award Due Diligence (such as Appraisal, Survey, Phase I, including any necessary additional ESA work, wetland delineation, attorney fees, etc.) & Closing Costs (recording fees, title insurance costs, attorney fees)	$25,000.00
2	Land Acquisition Costs (not to exceed appraised value of insurable acreage)	$775,000.00
3	Engineering & Design	$450,000.00
4	Construction of Boat Ramp and Other Site Improvements	$1,250,000.00
	TOTAL GOMESA FUNDING NOT TO EXCEED	**$2,500,000.00**

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement.

[continued on following page]

Nexus to Authorized Use:

This project meets the criteria set forth in authorized uses: (b) Mitigation of damage to fish, wildlife, or natural resources; (c) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan; and (d) Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects.

****

Submitted and Approved By: _____

William S. "Sandy" Stimpson, Mayor
City of Mobile

Figure 1: Proposed Acquisition Location

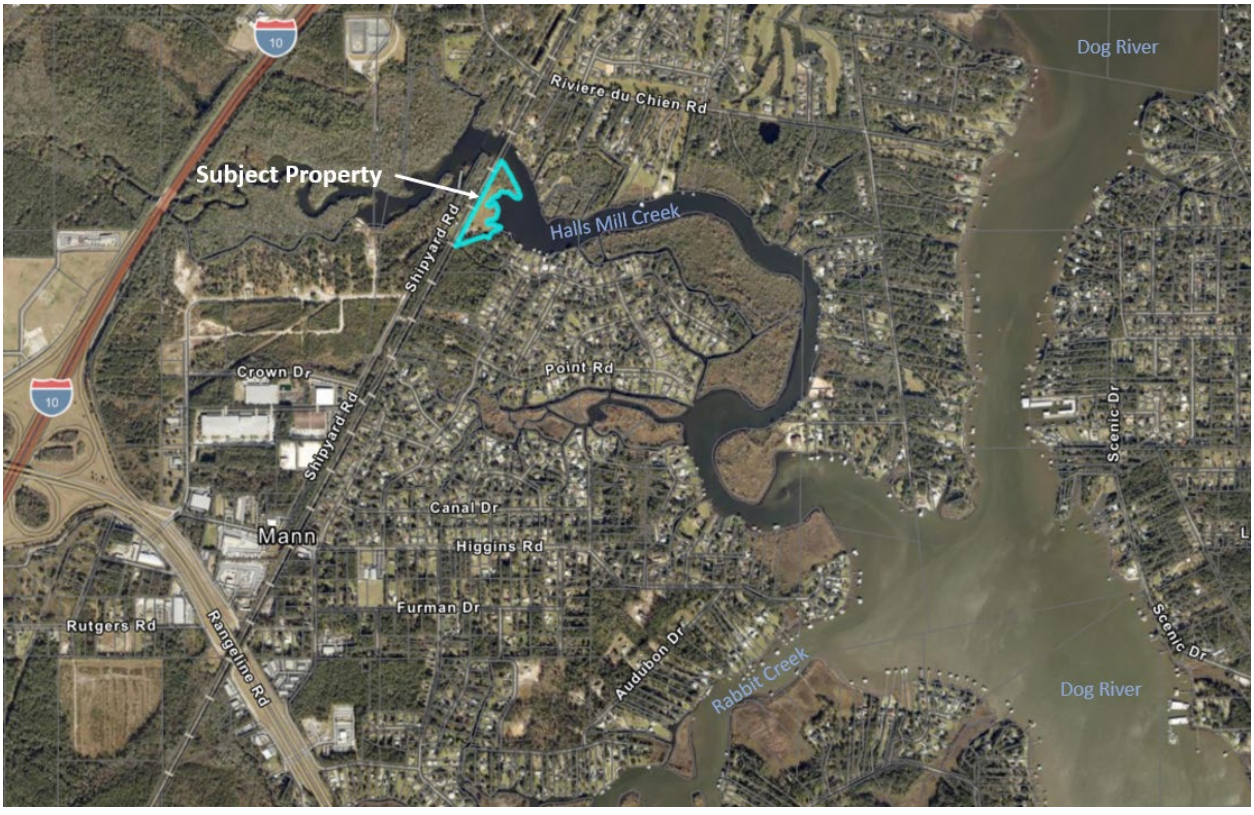


Figure 2: Property Identification/Description and Proposed Improvements

(Key #1136087)

AGENDA ITEM SUMMARY SHEET

Agenda of:4/9/2024

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	3/21/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/21/2024 - 2:57 PM

R E S O L U T I O N

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

Adopted:

_____

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SHUTTLE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application **Sonia Jordan**, to operate a **shuttle** service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on **April 9, 2024**, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Sonia Jordan, for a Certificate of Public Convenience and Necessity to operate a shuttle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

CITY CLERK MOBILE, AL

2024 MAR 21 PM 12:28

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Sonia Jordan individually or on behalf of _____, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Sonia Jordan

Business Address:

Telephone ___ Trade Name Kids Zuber Ride

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _ SSN: __

Residence Address:

Address City State Zip code

Telephone Number: Driver's License #:

Residing in Mobile County: Years: 53 Months: 9 mos.

U.S. Citizenship: Yes ✓ No _____

I attest, under penalty of perjury that I am:

✓ A citizen or national of the United States

_____ A lawful permanent resident
(Alien # A_____)

_____ an alien authorized to work until ____/____/____
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. ✓ Other: (please specify) _____

Business Address: _____
(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
* Sonia Aden			

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition
N/A				

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☑ Horse Drawn Carriage ☐ Other ☑ SUV

Location of terminal/depot or stand & stables: VARIOUS - Mobile

What will be your days and hours of operation? Monday - Friday 6:30am-5:00 pm

How many vehicles (carriages) do you intend to operate? 1
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make:	Chevrolet	Year:	2021	Model:	Trax
Make:		Year:		Model:	
Make:		Year:		Model:	

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;

2. All of the foregoing statements are true and correct to the best of my knowledge;

3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;

4. I have read and understand Chapter 59 of the Mobile City Code;

5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Sonia Jackson
Applicant's Signature

NAME OF ENTITY:
Zuber Rides For Kids

By: _____
Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS 21st **DAY OF** March **, 20** 24

Commission Expiration Date
February 18, 2025

Ada Dallas
Notary Public

(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Sonia Marie Jordan

Date of Birth: _____ Security #: _____

Present Address_____

Home Phone Number: _____ rk Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: Sands Stimpson

Present Position/Title: Nanny

Judicial History:
List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
None	None	None	None

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.
N/A

Give nature of all transactions or acts giving rise to these judgements.
N/A

Give name and location of court in which judgements were entered and date entered.
N/A

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Sonia Marie Jordan
Signature

3/21/24
Date Signed

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Sonia Marie Jordan

Nickname(s) or Maiden Name: _____

Current Address: I

Previous Address: _____

Personal Description:

Height: 5"3

Weight: 184

Hair Color: Black

Eye Color: Brown

Social Security Number: _

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Sonia Marie Jordan

Signature

3/21/24

Date signed

Personal Data Report

General Descriptors

Name:	JORDAN, SONIA MARIE		
Address:		**Nick Name:**	
Phone:			
Race:	BLACK	**DOB:**	
Sex:	F	**Age:**	53
Weight:	157	**Eyes:**	BROWN
Height:	5'03"	**Facial:**	
Hair:	BLACK	**Ethnic:**	
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

Identifying Numbers

DL State: AL	**DL #:**	**DL Type:**	**SSN:**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
NO RECORD
CHECKED BY: [signature]
DATE: 3/5/2024

AGENDA ITEM SUMMARY SHEET

Agenda of:4/9/2024

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	4/10/2024

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

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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:	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.

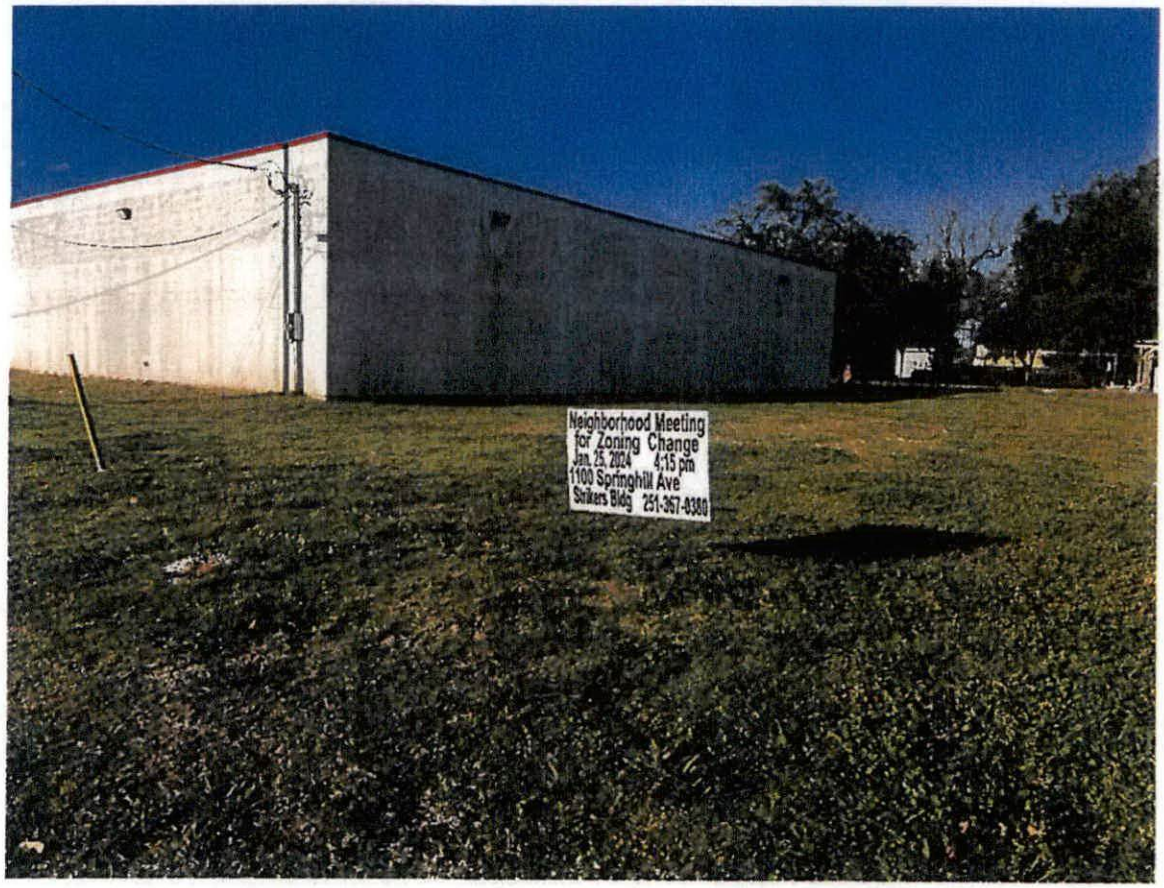
THE PREVAILING CONDITION FOR THIS REQUEST IS CHANGING CONDITIONS IN THE AREA AND THE NEED FOR ADDITIONAL SITES. THE PROPERTY ACROSS PINE STREET IS ZONE B-3 AND THE NORTH LINE OF OUR PROPERTY IS IN LINE WITH THE NORTH LINE OF THAT PARCEL. ADDITIONALLY, THE NORTH PORTION OF THE PROPERTY AT 1060 SPRINGHILL 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:

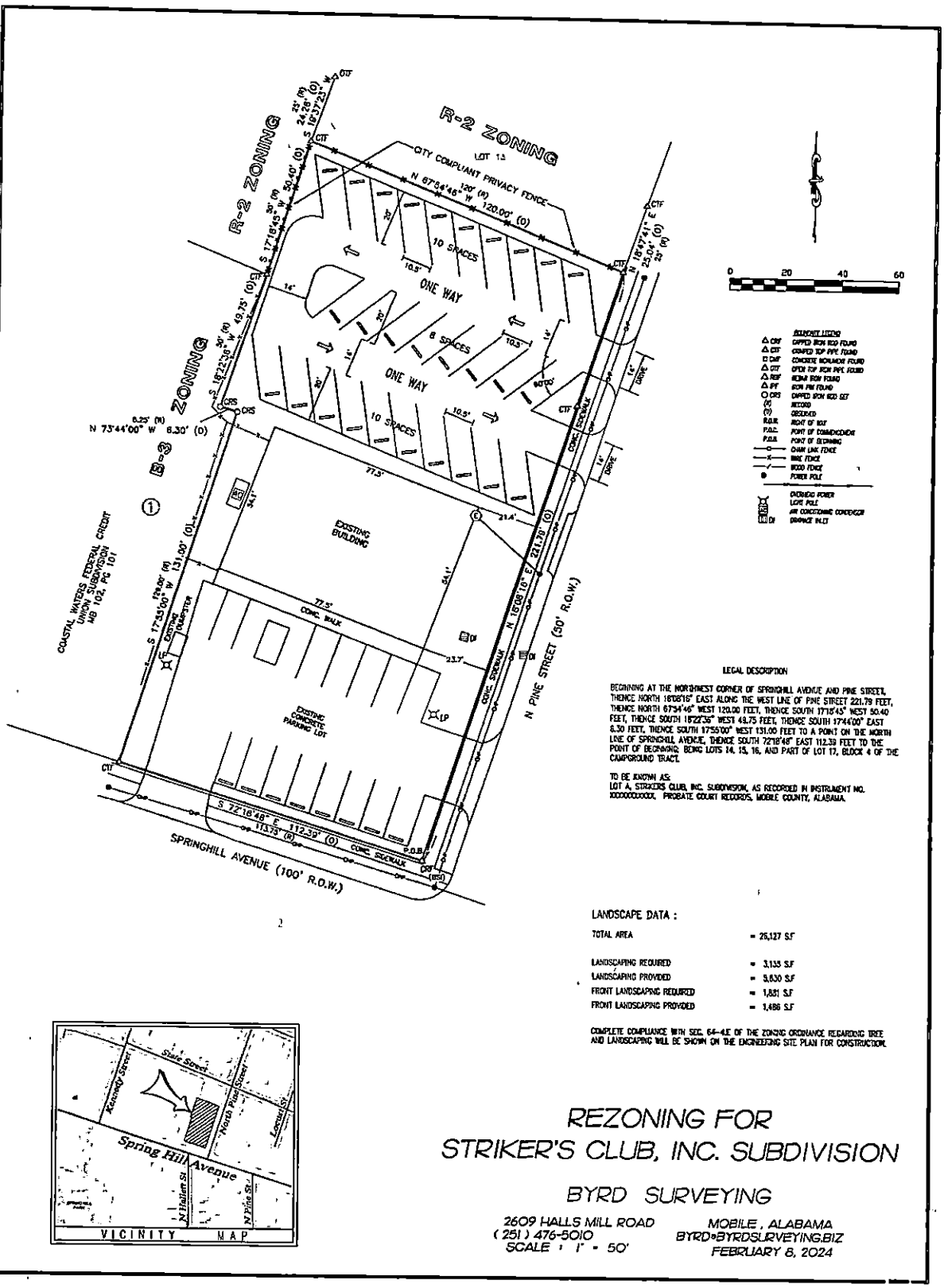
- Description of rezoning lots in the rear of the building at 1100 Springhill Ave from residential to business
- Description of combining all lots into a single subdivision
- The ultimate goal discussed was to add a parking lot in the rear of the building

Additional Notes / other documents provided or referenced:

N/A

Prepared by:

/Leonard Stewart
Strikers Club, Inc.



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

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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.

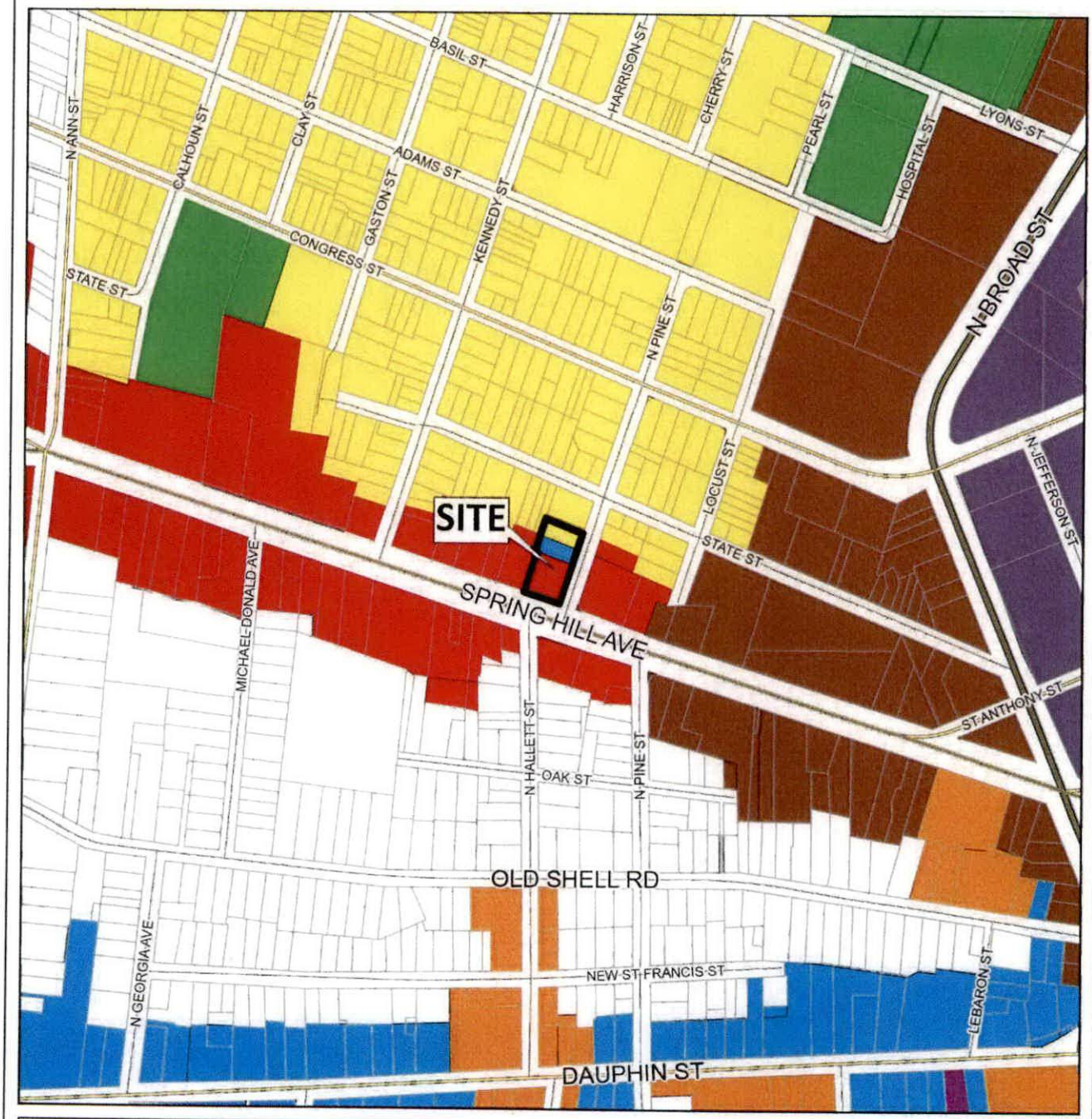
The applicant's responses to address the above criteria are available in the link on page one (1).

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

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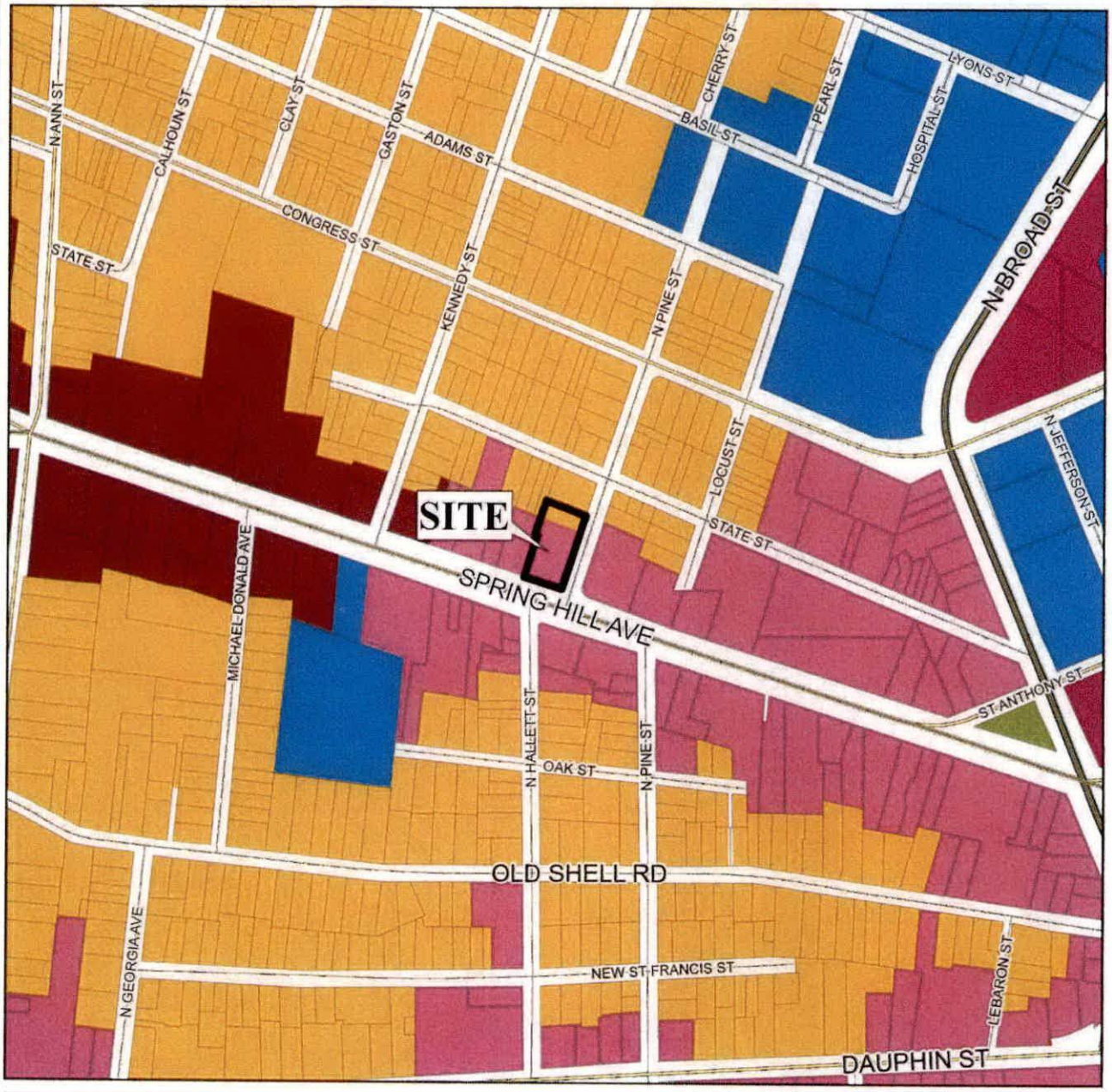
FLUM LOCATOR MAP



APPLICATION NUMBER 12 DATE March 21, 2024

APPLICANT Striker's Club, Inc. Subdivision

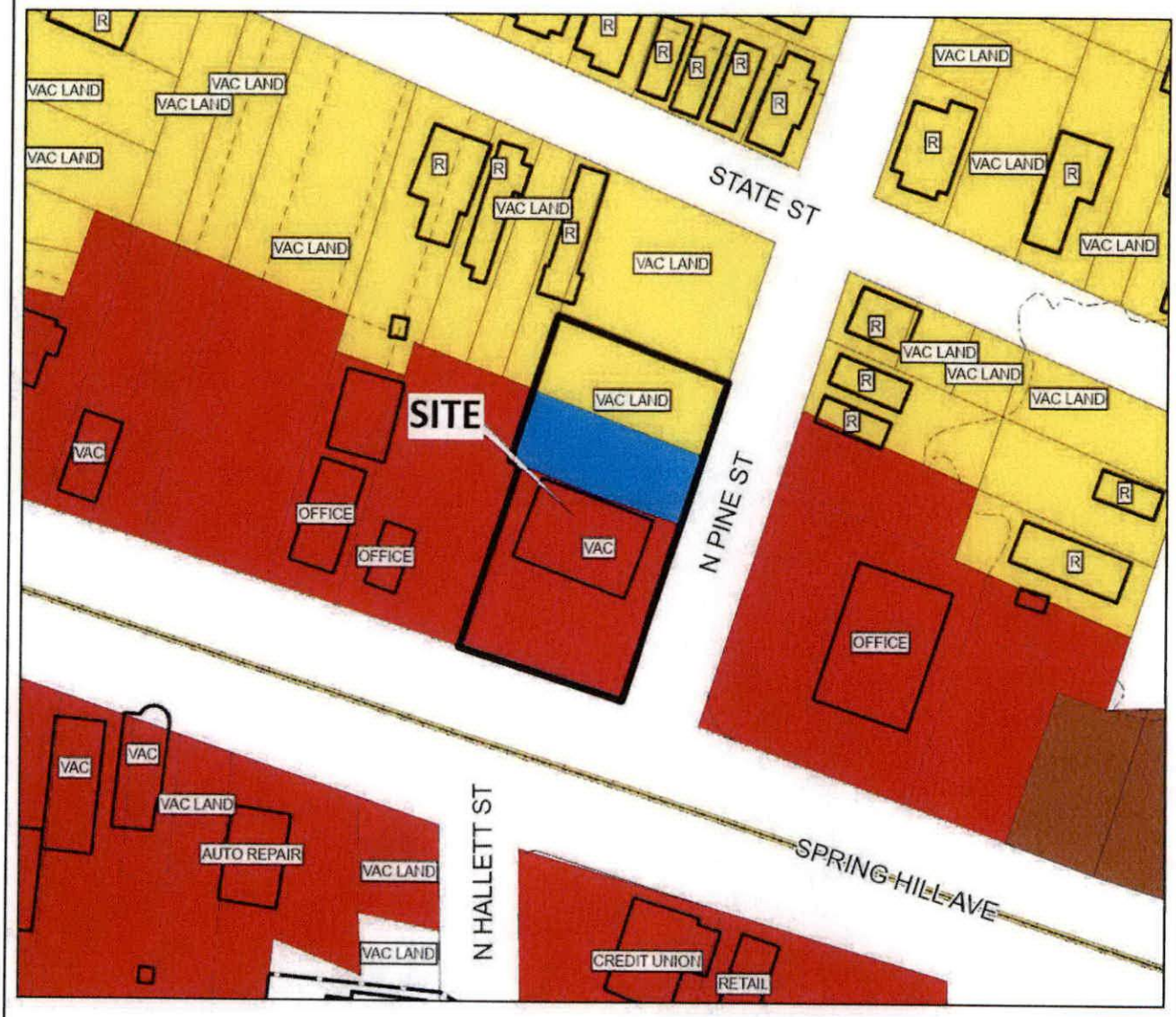
REQUEST Subdivision, Rezoning from R-2, B-1, and B-3 to B-3

- 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

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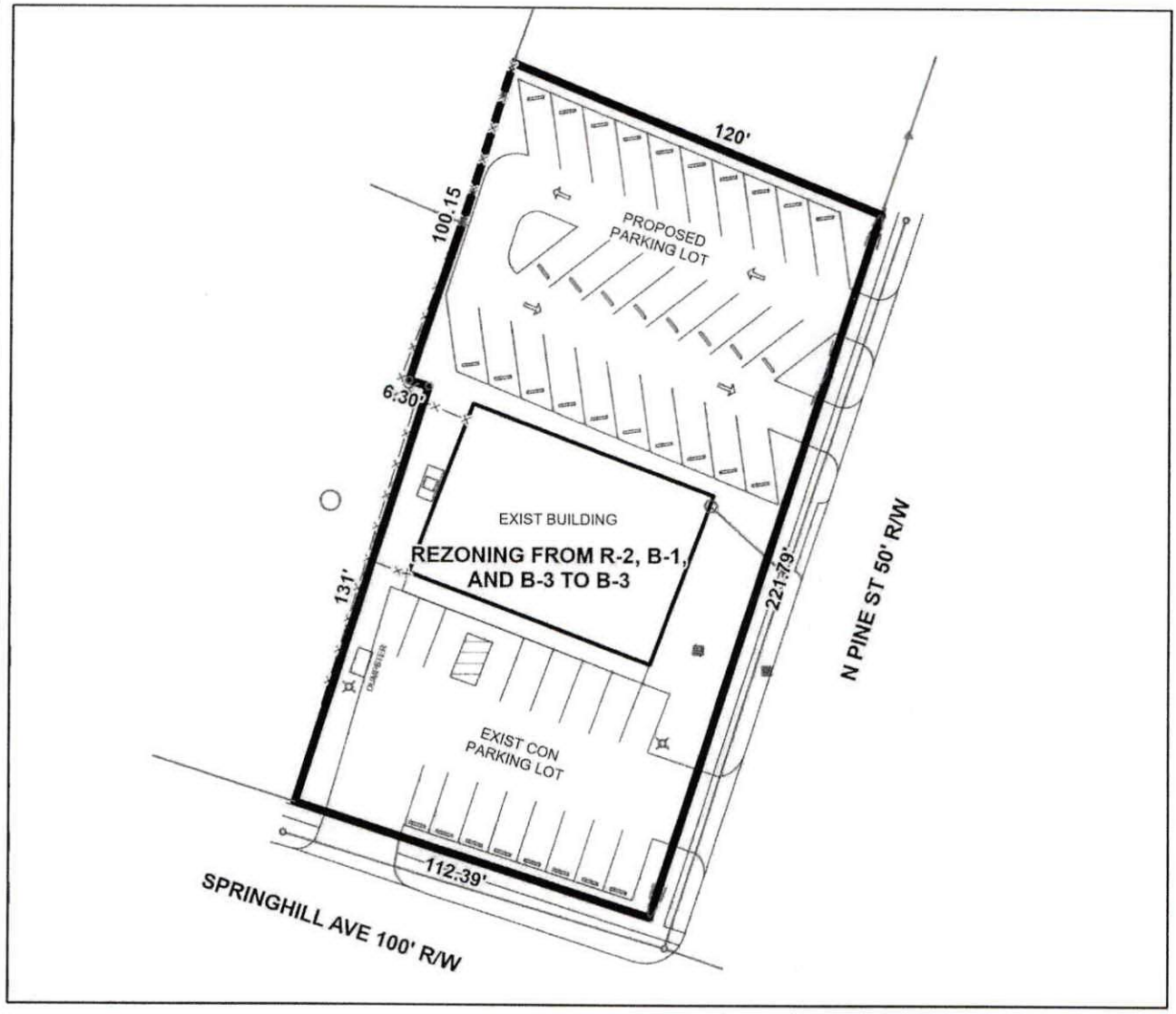
SITE PLAN



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:4/9/2024

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	4/10/2024

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

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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:	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

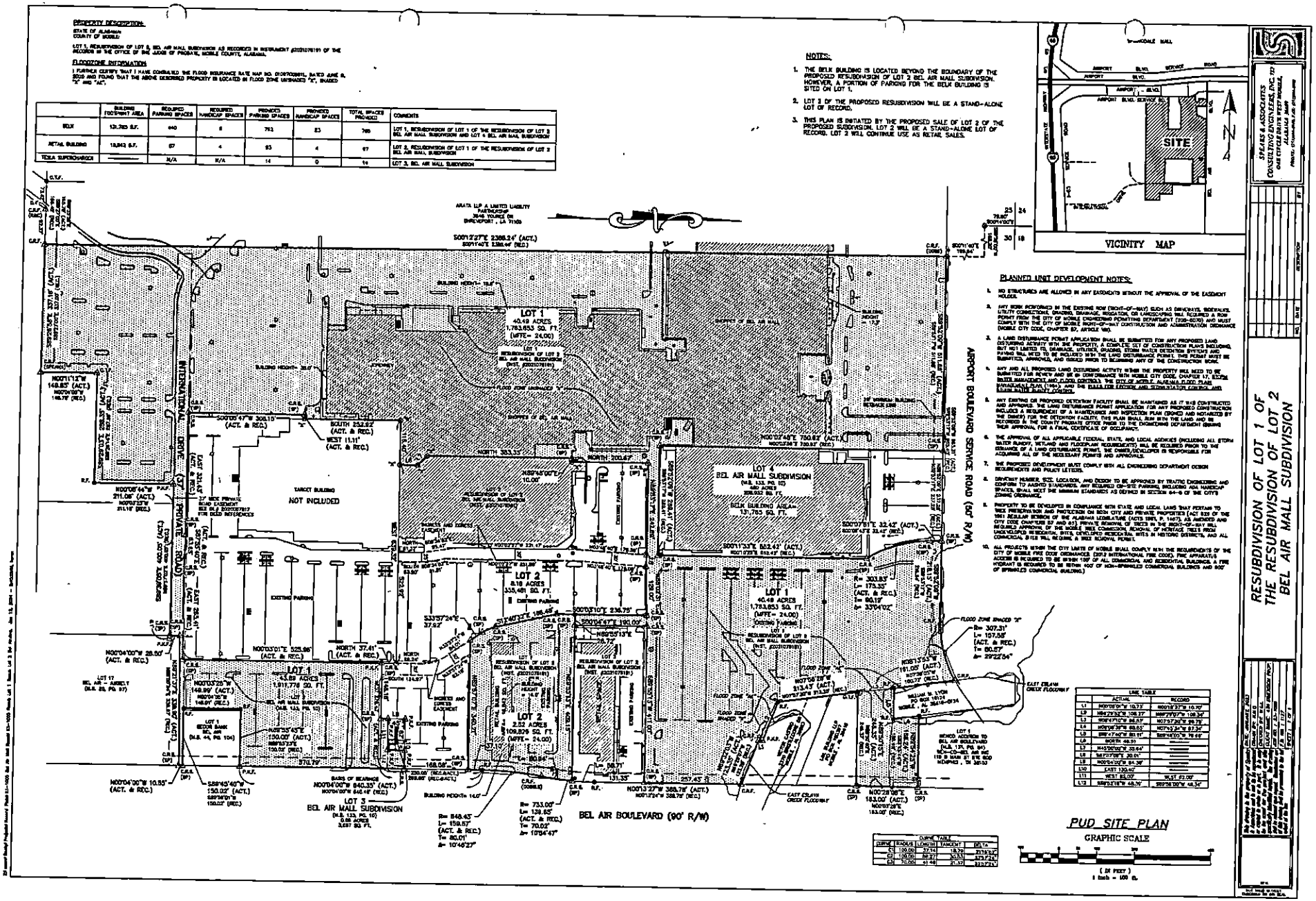
By: BEL AIR MALL 126 LLC,
an Alabama limited liability company, its Manager

By: _____
Felix Reznick, Authorized Representative

MANAGER:

BEL AIR MALL 126, LLC,
an Alabama limited liability company

By: _____
Felix Reznick, Authorized Representative


PROPERTY DESCRIPTION:
STATE OF ALABAMA
COUNTY OF MOBILE
LOT 1, RESUBDIVISION OF LOT 2, BEL AIR MALL SUBDIVISION AS RECORDED IN INSTRUMENT #2021076191 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.
FLOODZONE INFORMATION
I FURTHER CERTIFY THAT I HAVE CONSULTED THE FLOOD INSURANCE RATE MAP NO. 01097C0091L, DATED JUNE 6, 2020 AND FOUND THAT THE ABOVE DESCRIBED PROPERTY IS LOCATED IN FLOOD ZONE UNSHADED "X", SHADED "X" AND "AE".
NOTES:
1. THE BELK BUILDING IS LOCATED BEYOND THE BOUNDARY OF THE PROPOSED RESUBDIVISION OF LOT 2 BEL AIR MALL SUBDIVISION. HOWEVER, A PORTION OF PARKING FOR THE BELK BUILDING IS SITED ON LOT 1.
2. LOT 2 OF THE PROPOSED RESUBDIVISION WILL BE A STAND-ALONE LOT OF RECORD.
3. THIS PLAN IS INITIATED BY THE PROPOSED SALE OF LOT 2 OF THE PROPOSED SUBDIVISION. LOT 2 WILL BE A STAND-ALONE LOT OF RECORD. LOT 2 WILL CONTINUE USE AS RETAIL SALES.
VICINITY MAP
SITE
PLANNED UNIT DEVELOPMENT NOTES:
1. NO STRUCTURES ARE ALLOWED IN ANY EASEMENTS WITHOUT THE APPROVAL OF THE EASEMENT HOLDER.
2. ANY WORK PERFORMED IN THE EXISTING ROW (RIGHT-OF-WAY) SUCH AS DRIVEWAYS, SIDEWALKS, UTILITY CONNECTIONS, DRAINING, DRAINAGE, REMOVAL OR VEGETATION) WILL REQUIRED A ROW PERMIT FROM THE CITY OF MOBILE ENGINEERING PERMITTING DEPARTMENT (208-6216) AND MUST COMPLY WITH THE CITY OF MOBILE RIGHT-OF-WAY CONSTRUCTION AND ADMINISTRATION ORDINANCE (MOBILE CITY CODE, CHAPTER 57, ARTICLE VIII).
3. 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, GRADING, UTILITIES, DRAINING, 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 THE BEGINNING ANY OF THE CONSTRUCTION WORK.
4. ANY AND ALL PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY WILL NEED TO BE SUBMITTED FOR REVIEW AND SIT IN CONFORMANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL, THE CITY OF MOBILE FLOODPLAIN ORDINANCE, ALL PLANS (1984) AND THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORM WATER RUNOFF CONTROL.
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 GIVING FINAL 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.
8. CONCEPT NUMBER, SIZE, LOCATION, AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO ASSHTO 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.
9. 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. 1447), AS AMENDED AND CITY CODE CHAPTER 57 AND 61). PRIVATE REMOVAL OF TREES IN THE RIGHT-OF-WAY WILL REQUIRED 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.
10. ALL PROJECTS WITHIN THE CITY LIMITS OF MOBILE SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF MOBILE FIRE CODE ORDINANCE (2012 INTERNATIONAL FIRE CODE). FIRE APPARATUS ACCESS IS REQUIRED TO BE WITHIN 150' OF ALL COMMERCIAL AND RESIDENTIAL BUILDINGS. A FIRE HYDRANT IS REQUIRED TO BE WITHIN 400' OF NON-SPRINKLED COMMERCIAL BUILDINGS AND 600' OF SPRINKLED COMMERCIAL BUILDING.)
LOT 1
40.49 ACRES
1,763,853 SQ. FT.
(NFFE= 24.00)
RESUBDIVISION OF LOT 2 BEL AIR MALL SUBDIVISION (INST. #2021076191)
LOT 2
8.19 ACRES
355,401 SQ. FT.
EXISTING PARKING
LOT 4
BEL AIR MALL SUBDIVISION
(M.B. 133, PG. 10)
AND ACRES
359,032 SQ. FT.
BELK BUILDING AREA=
131,765 SQ. FT.
TARGET BUILDING
NOT INCLUDED
LOT 1
43.89 ACRES
1,911,776 SQ. FT.
LOT 2
8.16 ACRES
355,401 SQ. FT.
(NFFE= 24.00)
LOT 3
BEL AIR MALL SUBDIVISION
(M.B. 133, PG. 10)
0.66 ACRES
3,057 SQ. FT.
BEL AIR BOULEVARD (90' R/W)
AIRPORT BOULEVARD SERVICE ROAD (90' R/W)
INTERNATIONAL DRIVE (60' R/W)
FLOOD ZONE SHADED "X"
EAST CHLAVA CREEK FLOODWAY
ARATA LLP A LIMITED LIABILITY PARTNERSHIP
3648 YOUREE DR
SHREVEPORT, LA 71105
LINE TABLE
ACTUAL / RECORD
CURVE TABLE
PUD SITE PLAN
GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.
STEARNS & ASSOCIATES
CONSULTING ENGINEERS, INC.
RESUBDIVISION OF LOT 1 OF
THE RESUBDIVISION OF LOT 2
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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Holdover Modification Considerations 3
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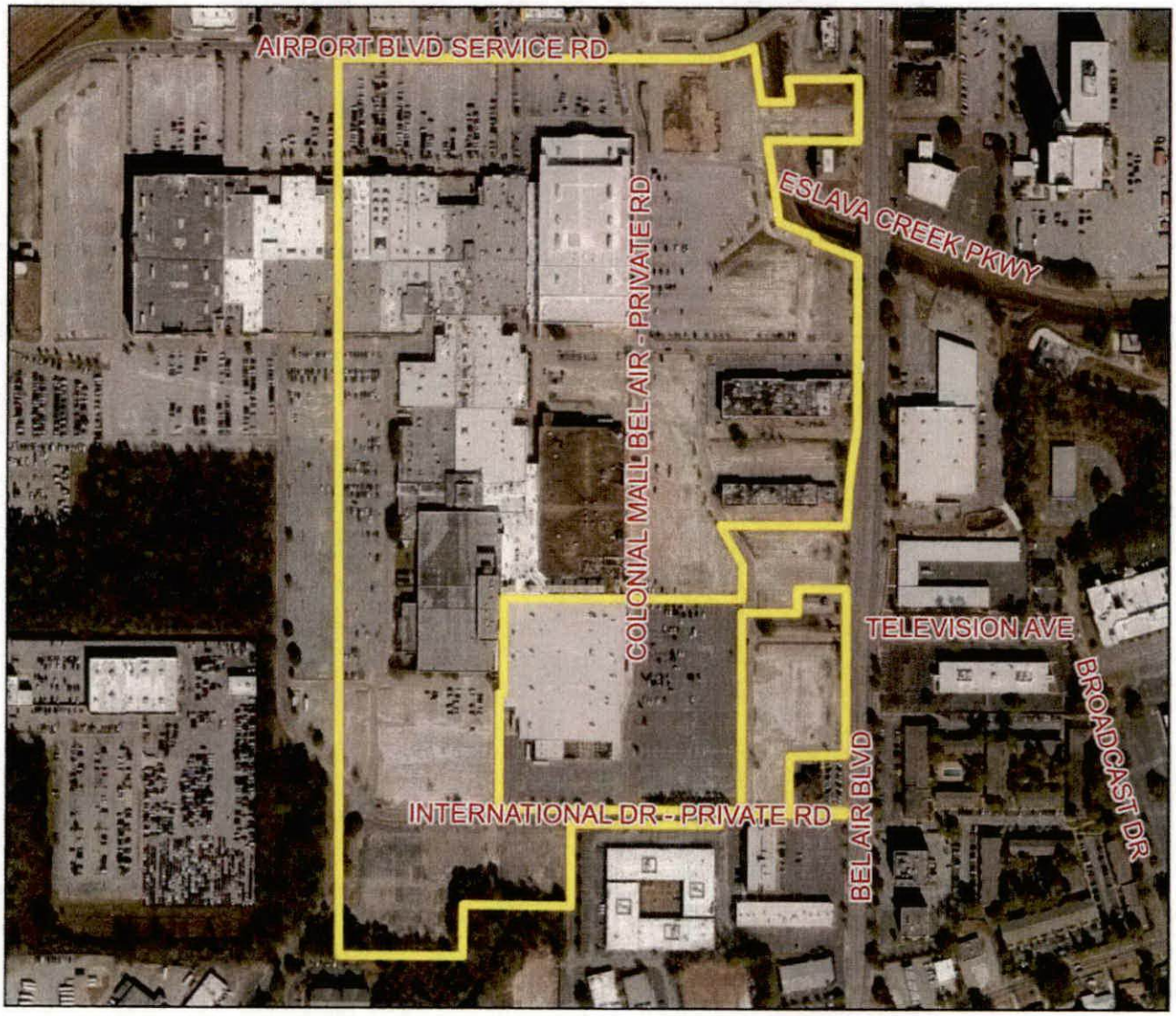
Modification Considerations 7
Exhibits 8

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.

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PLANNED UNIT DEVELOPMENT MODIFICATION COMMENTS:

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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 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.

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c. Will not impede the orderly development and improvement of surrounding property;
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    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;

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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.

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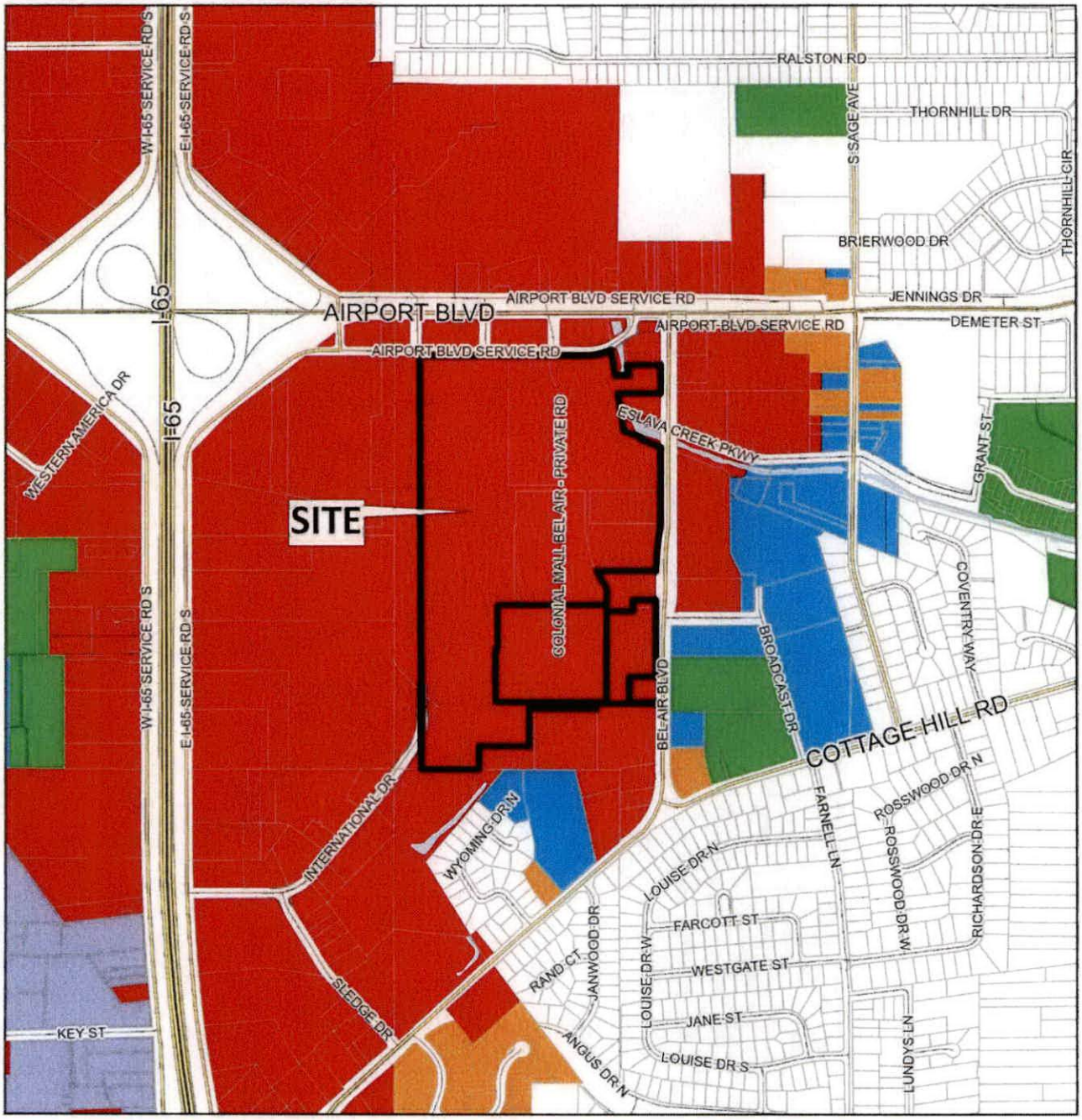
LOCATOR ZONING MAP



APPLICATION NUMBER 2 DATE March 21, 2024

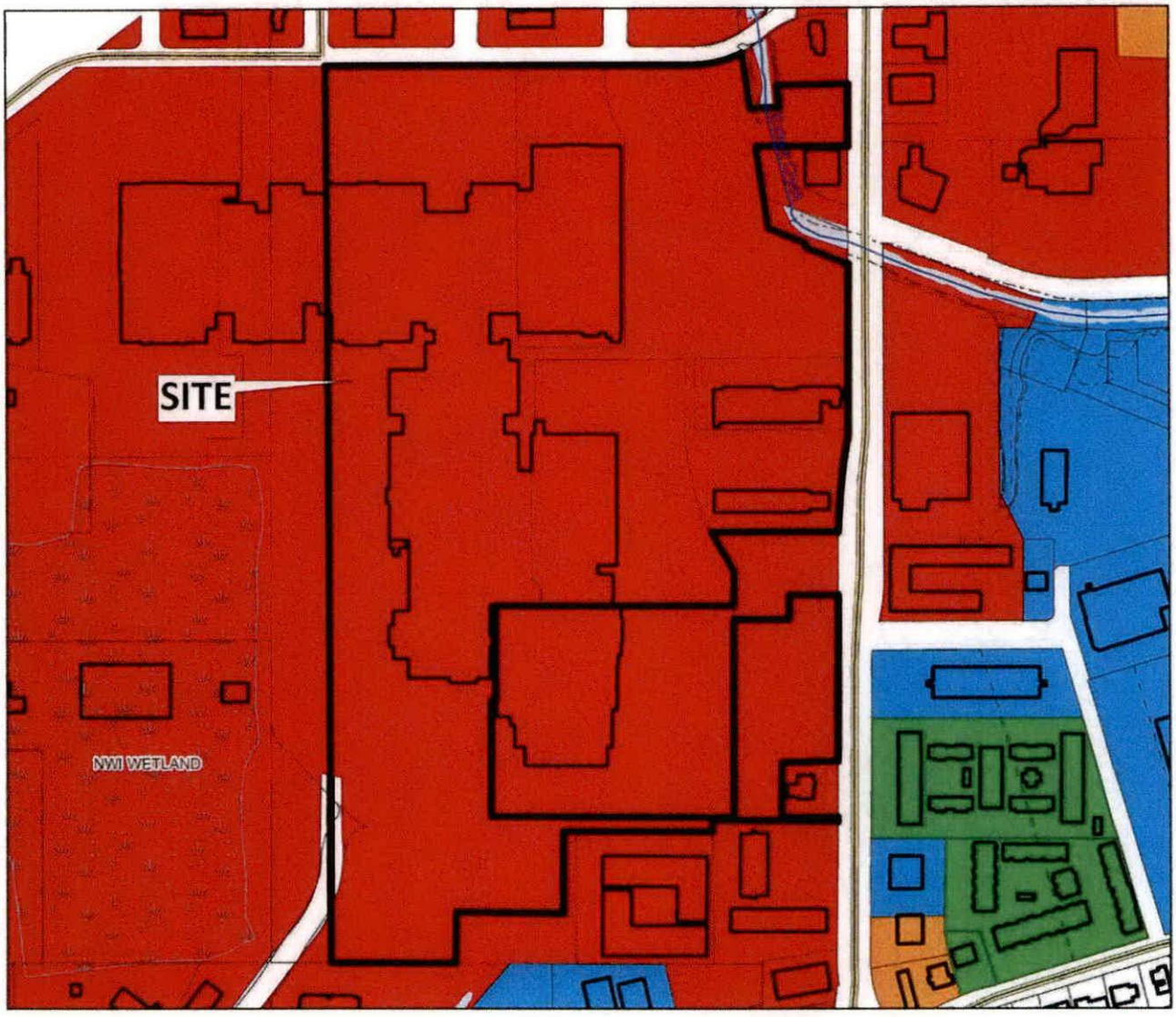
APPLICANT Resubdivision of Lot 1 of the Resubdivision of Lot 2 of Bel Air Mall Subdivision

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

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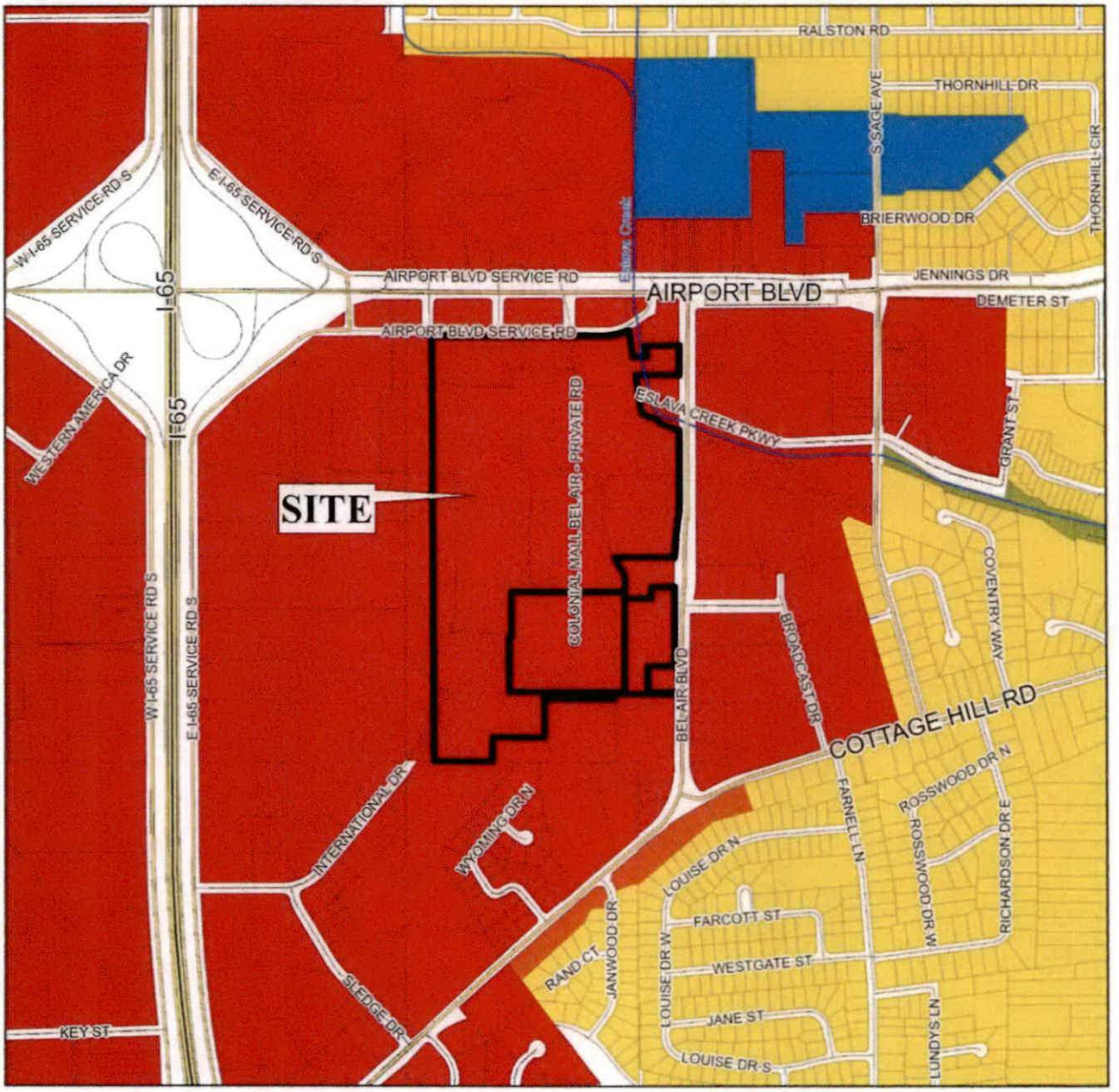
REQUEST Subdivision, PUD Modification

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

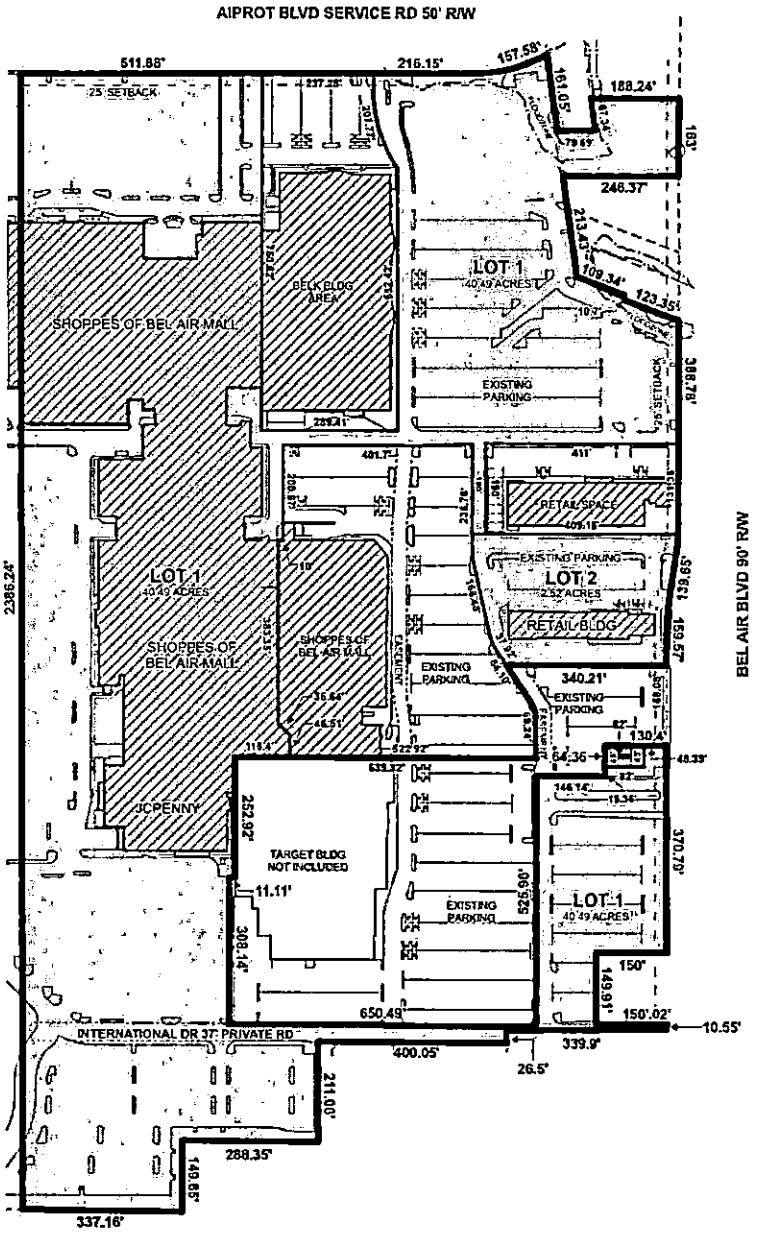
REQUEST Subdivision, PUD Modification

- 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



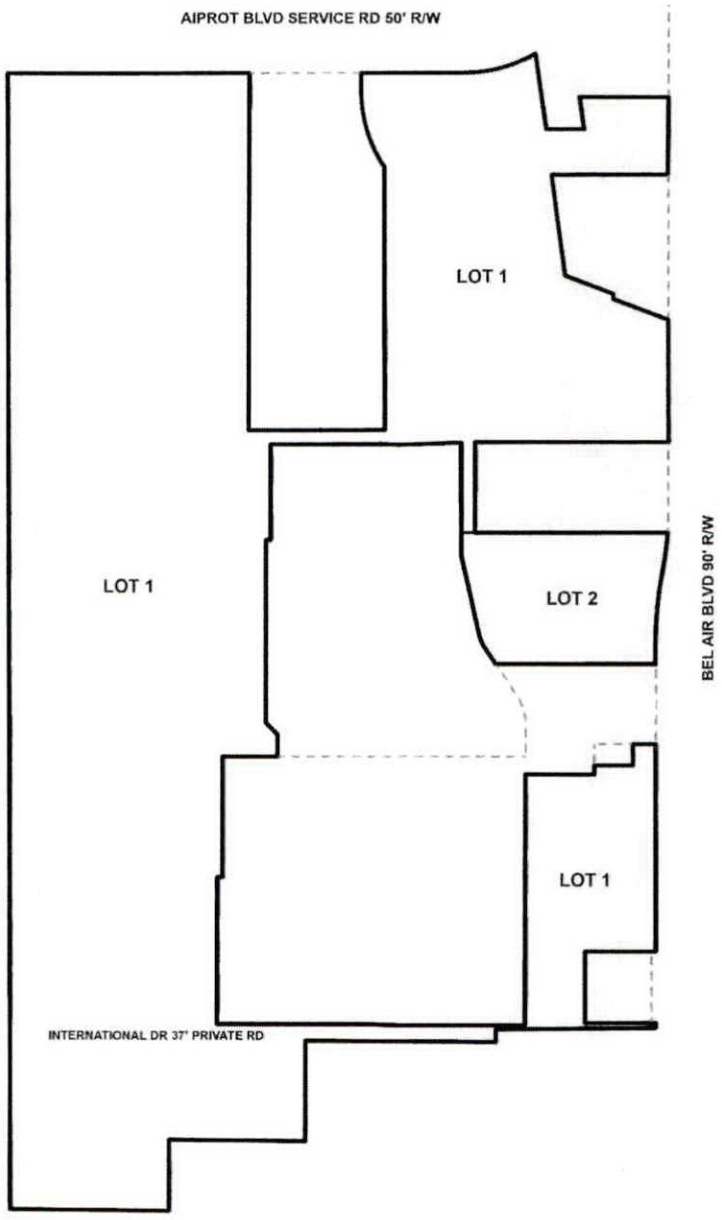
The site plan illustrates existing buildings, easements, parking areas, and proposed lots.

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



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N

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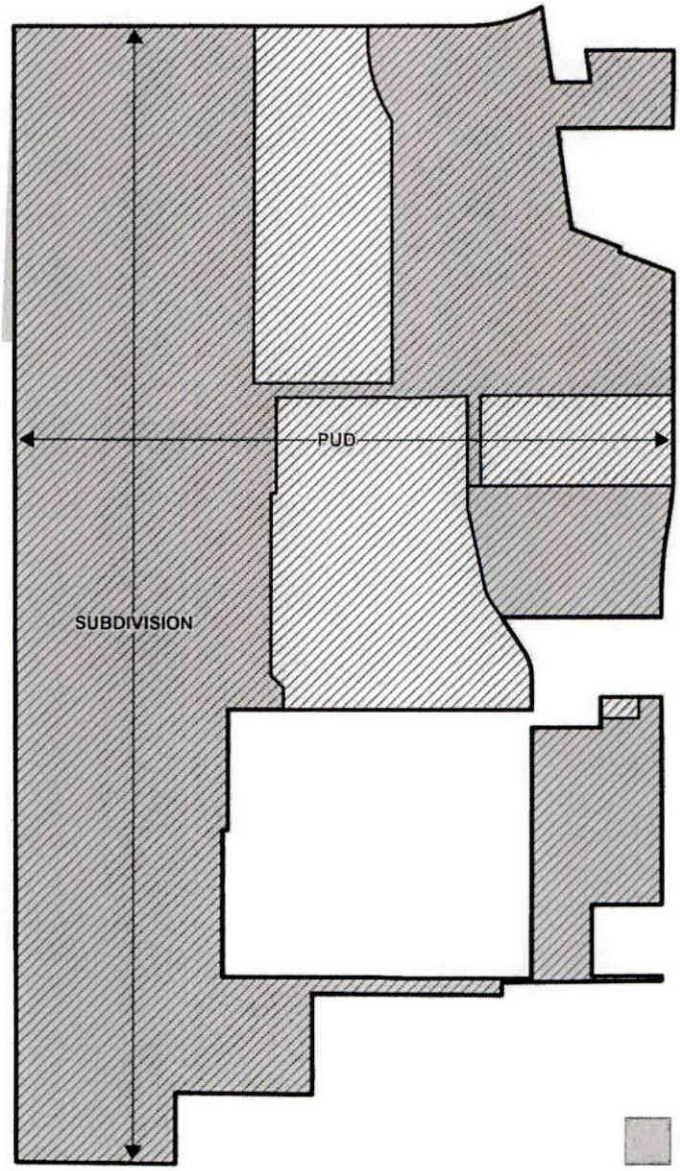

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NTS

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.

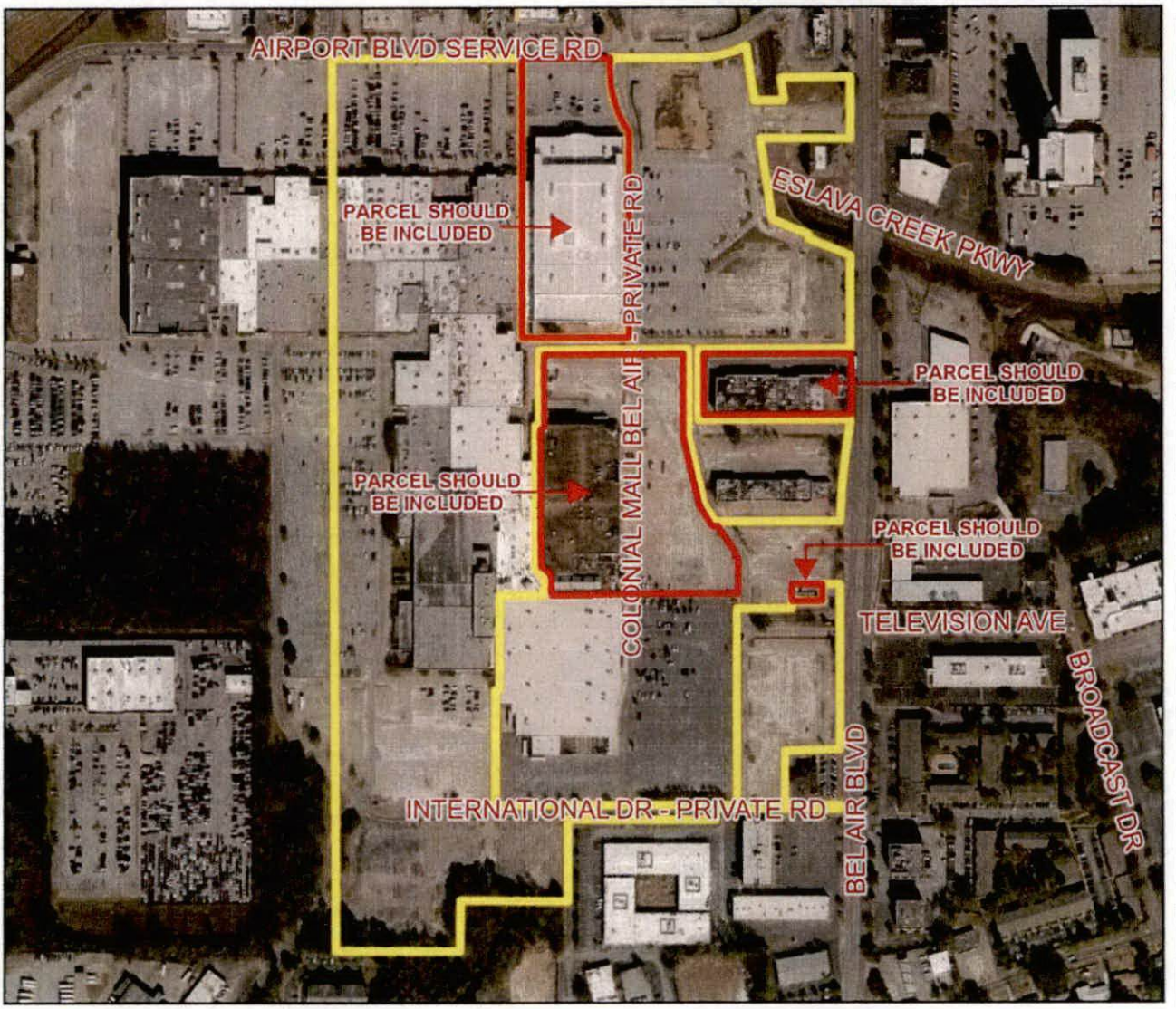
Commission Considerations:

1. Subdivision holdover to the March 21st meeting.
2. Modification of a previously approved Planned Unit Development holdover to the March 21st meeting.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Subdivision Considerations 5
Modification Considerations 5
Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



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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

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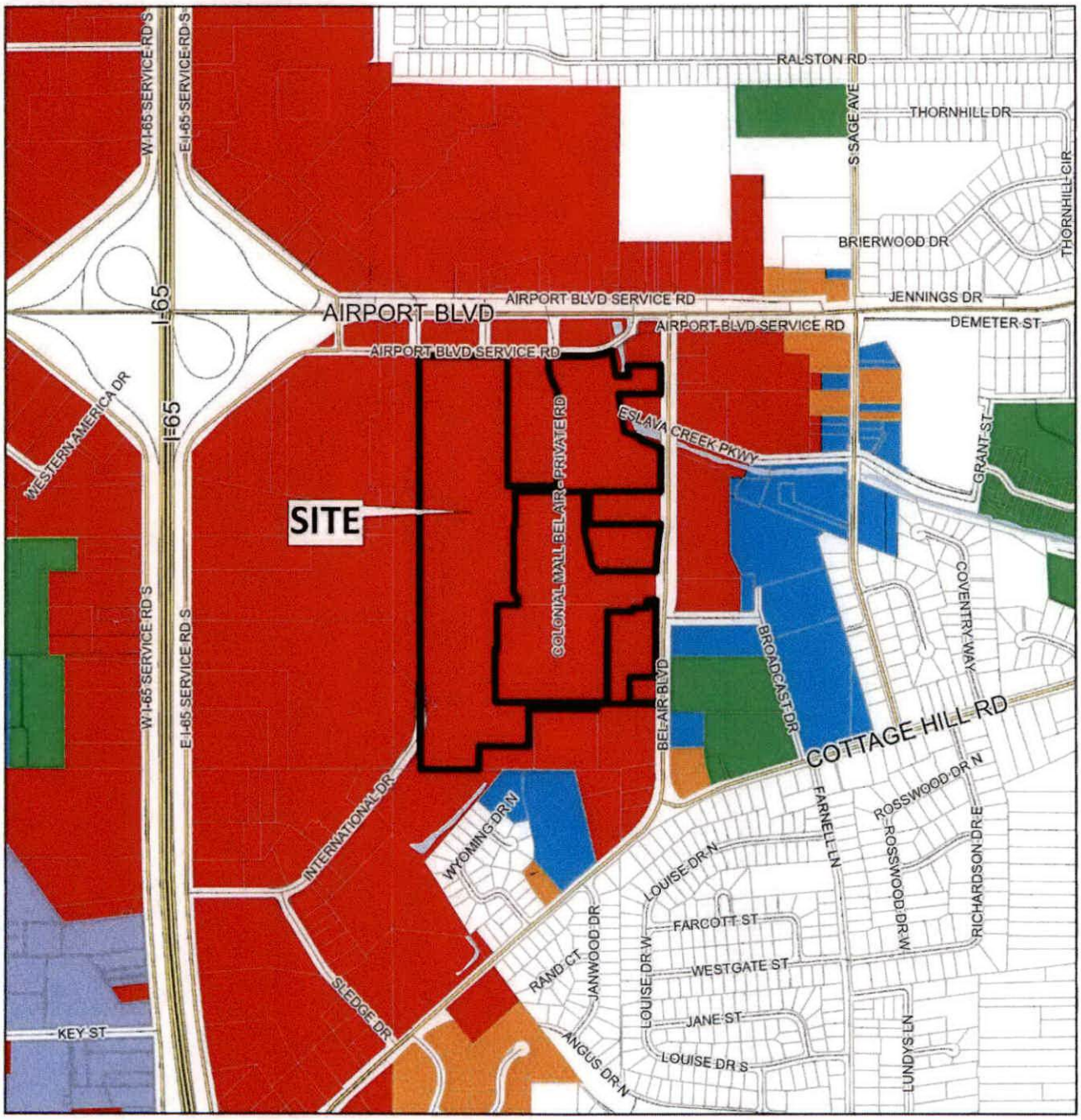

APPLICATION NUMBER 8 DATE February 22, 2024

APPLICANT Resubdivision of Lot 1 of the Resubdivision of Lot 2 of Bel Air Mall Subdivision

REQUEST Subdivision, PUD Modification

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NTS

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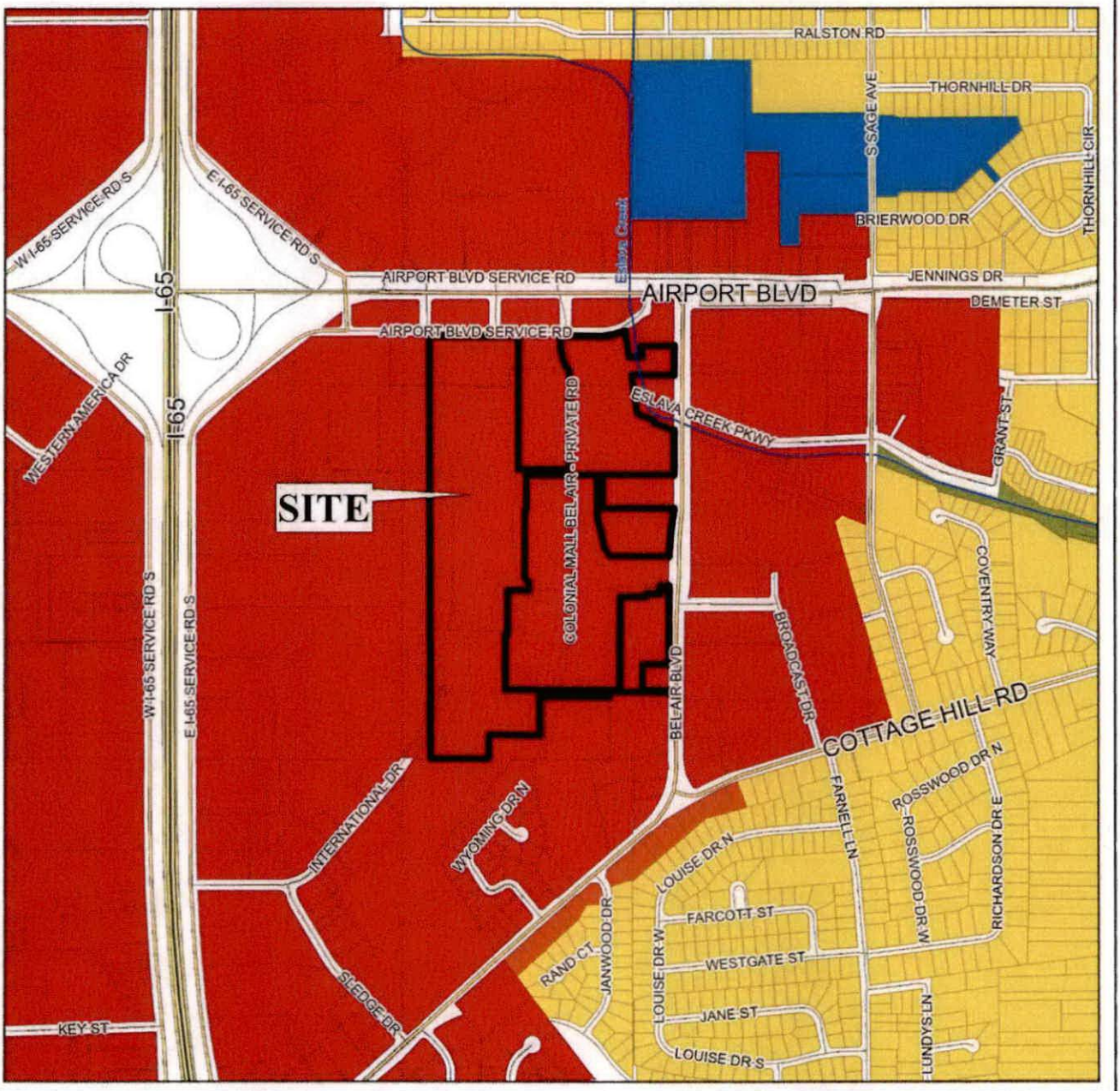

APPLICATION NUMBER 8 DATE February 22, 2024

APPLICANT Resubdivision of Lot 1 of the Resubdivision of Lot 2 of Bel Air Mall Subdivision

REQUEST Subdivision, PUD Modification

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Downtown	Traditional Corridor	Heavy Industry	
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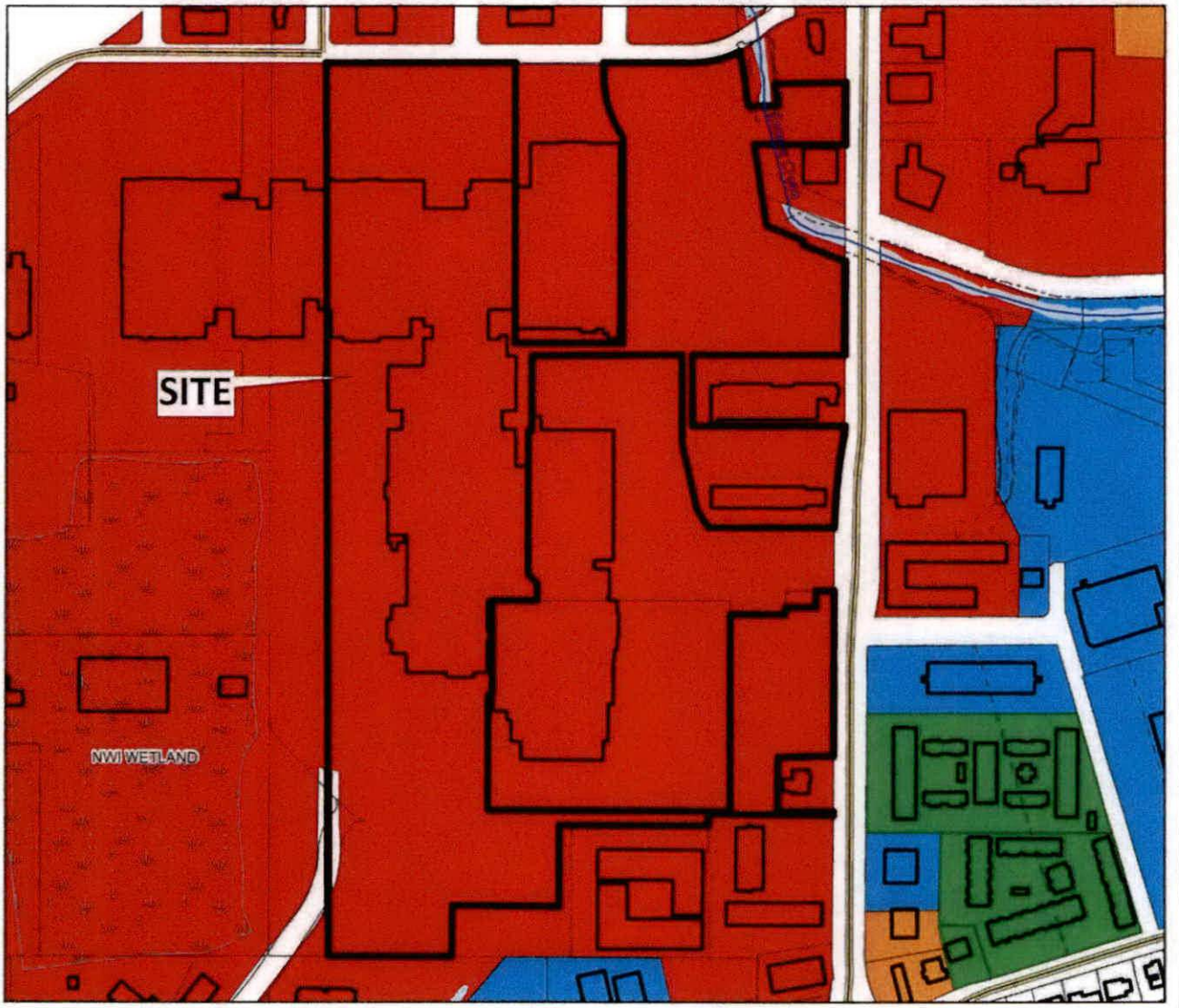
N

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

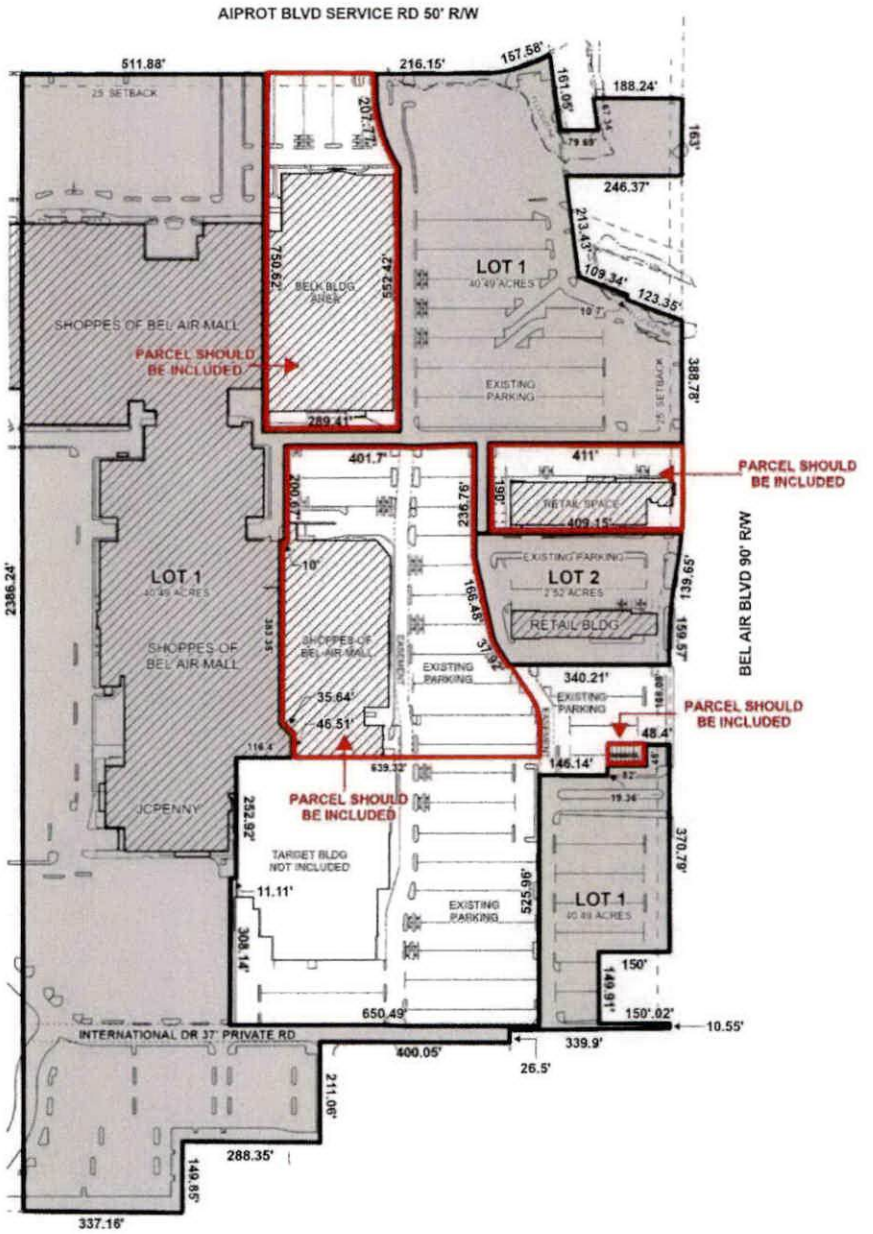
REQUEST Subdivision, PUD Modification

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:4/9/2024

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	4/10/2024

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

---

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)
greqsaad@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

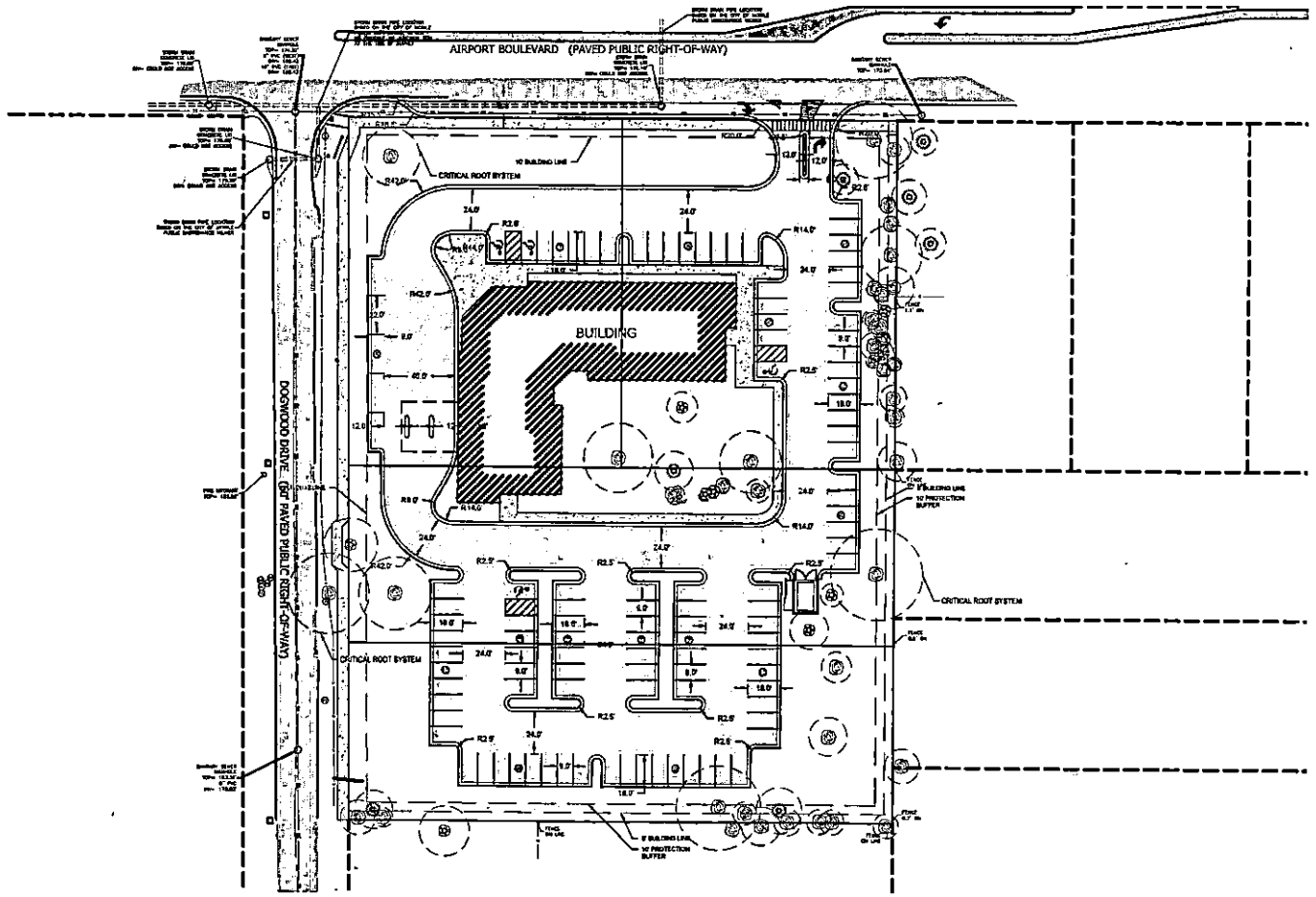
City of Mobile • Planning & Zoning

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
59 N. Florida Street
Mobile, Alabama 36607
P: 251.438.6480

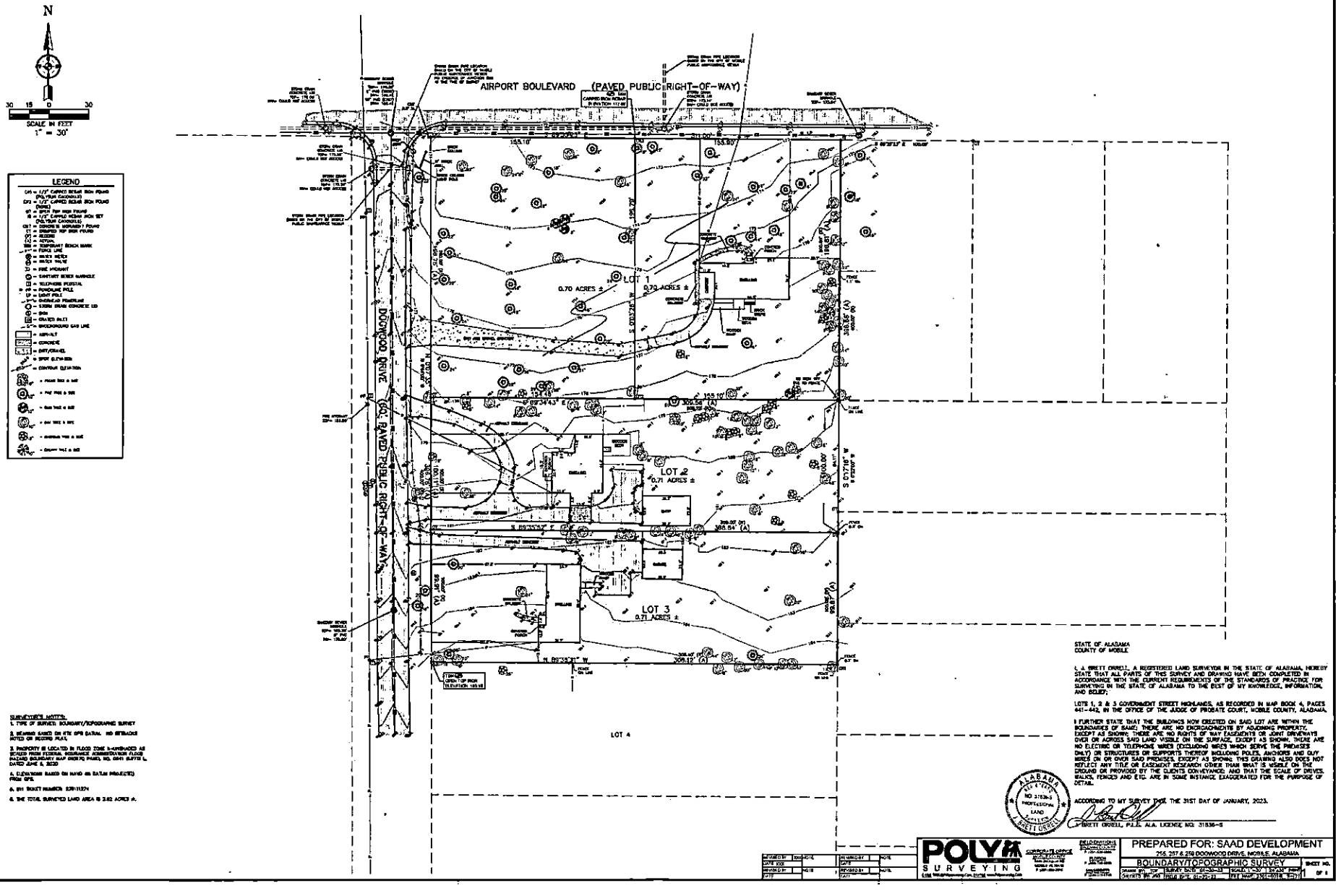
SITE CONCEPTUAL LAYOUT

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 (NOT TO PANEL NO. 0041 SUFFIX L DATED JUNE 6, 2012)
4. ELEVATIONS BASED ON NAVD 88 DATUM PROJECTED FROM GPS.
5. 811 TICKET NUMBER: 230111274
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 LAND SURVEYOR NO 31836-S PROFESSIONAL LAND SURVEYOR A. BRETT ORRELL

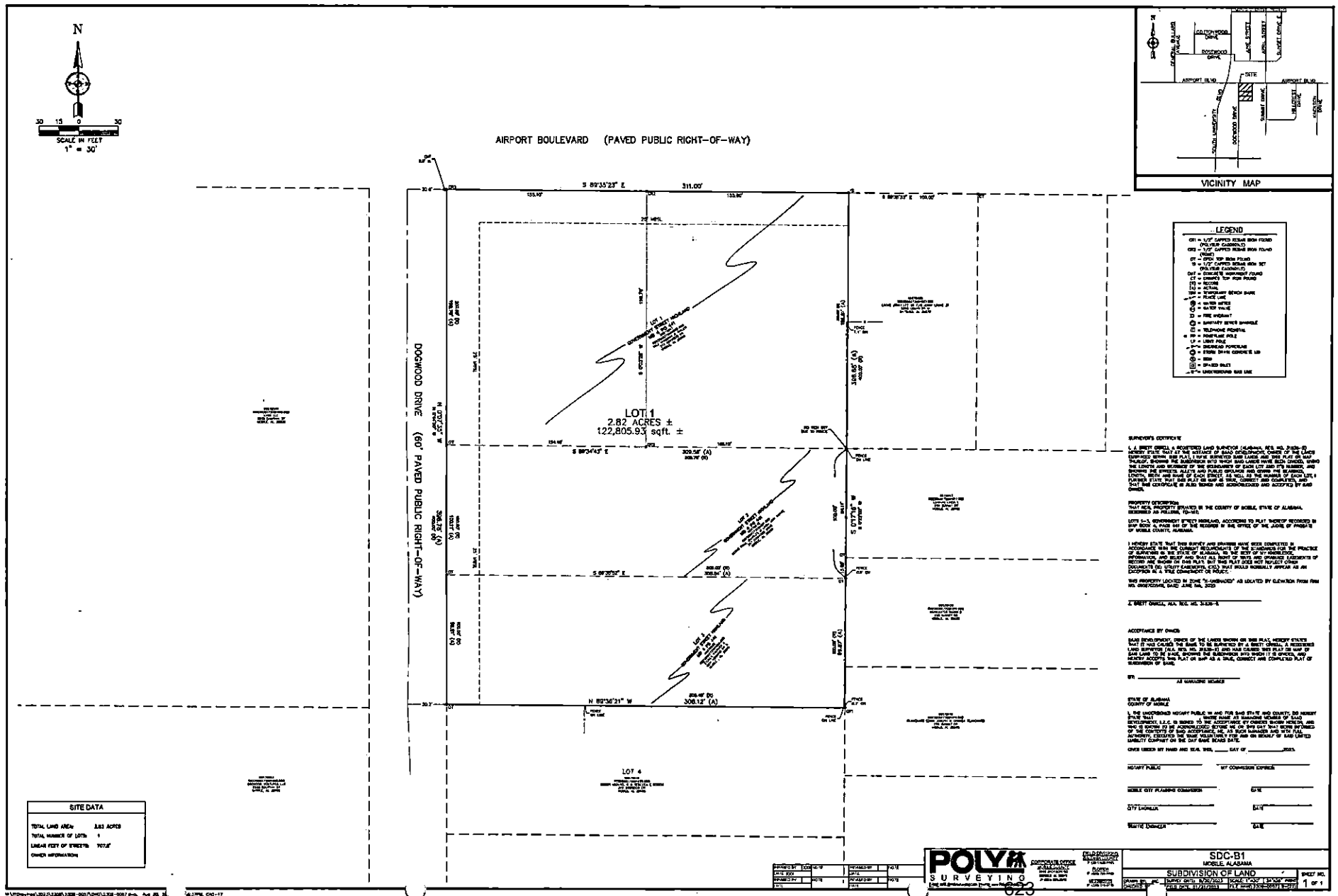
POLY SURVEYING

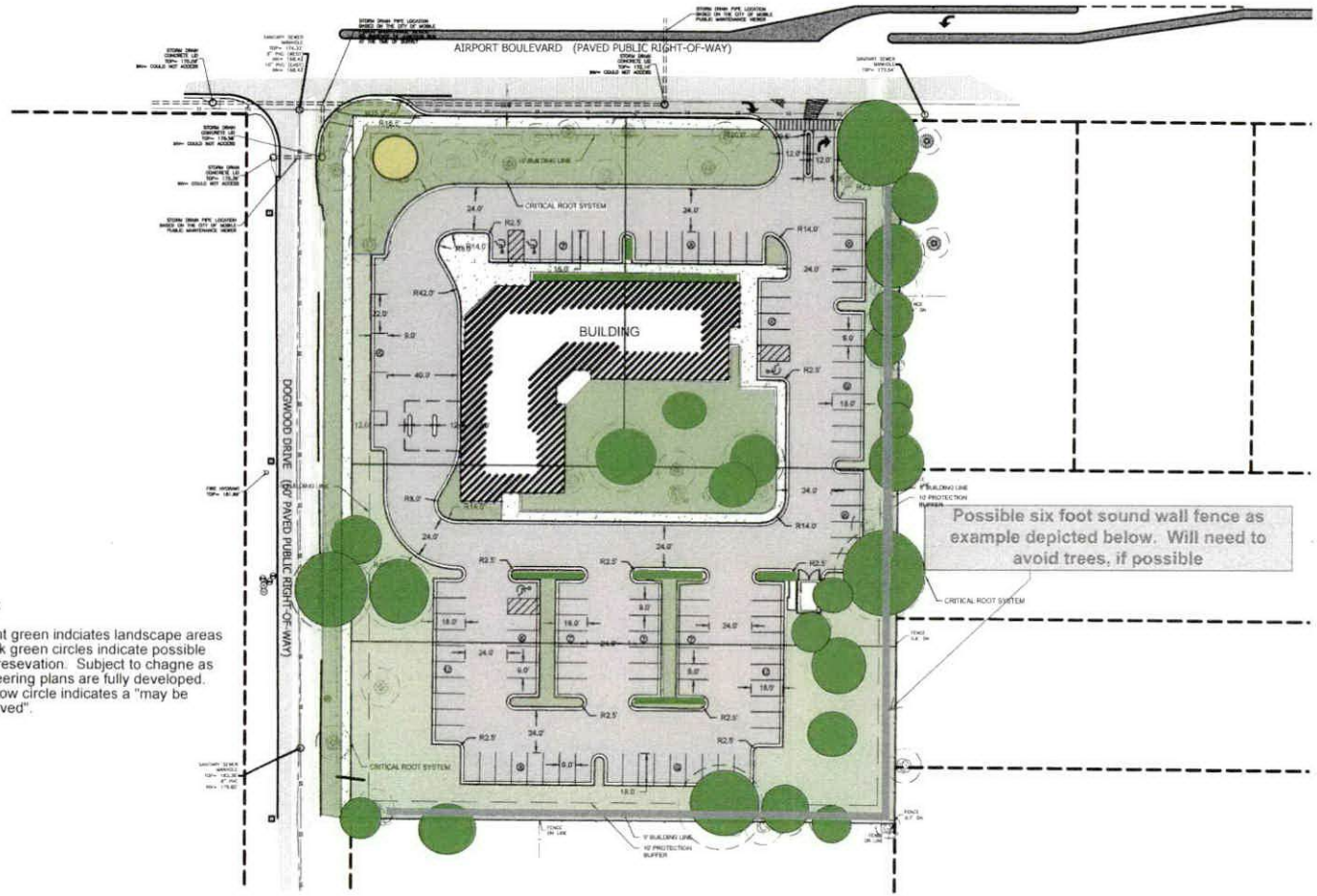
PREPARED FOR: SAAD DEVELOPMENT

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' (M)
S 89°34'43" E 309.58' (M)
S 01°19'16" W 308.95' (M)
S 89°36'21" E 309.58' (M)
LOT 1
2.82 ACRES ±
122,805.93 sqft. ±
LOT 4
VICINITY MAP
AIRPORT BLVD
SITE
DOGWOOD DRIVE
ROSEWOOD DRIVE
COTTONWOOD DRIVE
LEGEND
SITE DATA
TOTAL LAND AREA: 2.82 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

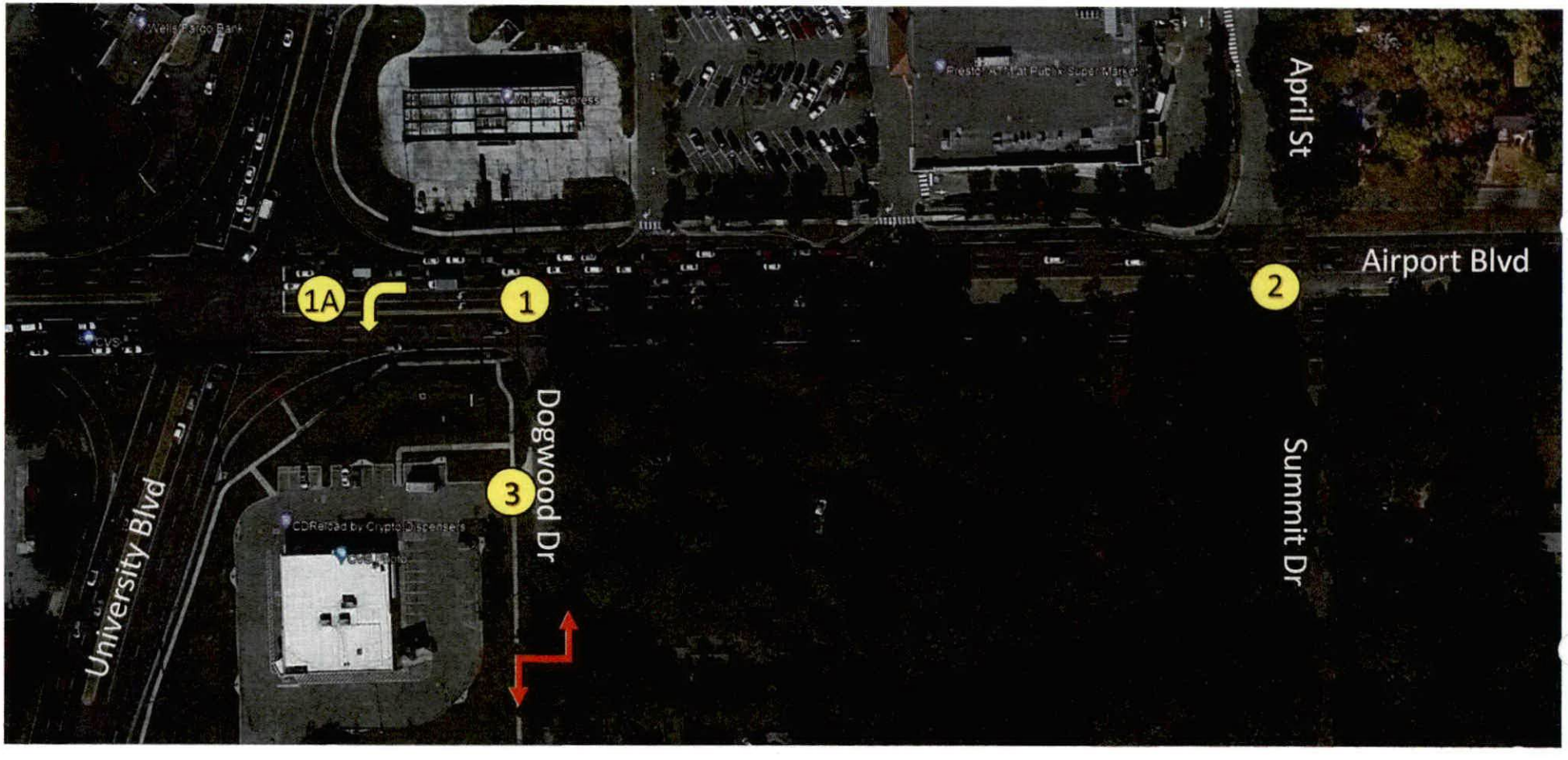
SITE CONCEPTUAL LAYOUT

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.

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 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.

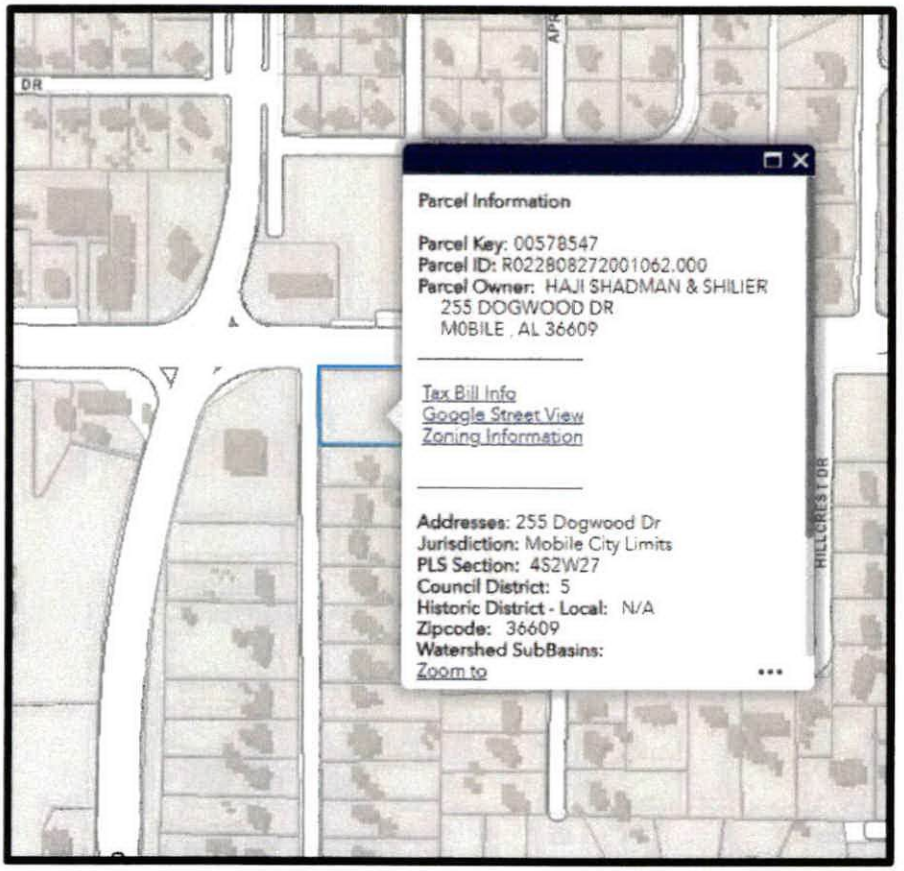
There are three contiguous individually owned properties with this request for zoning change from R-1 to B-1. The property owners and addresses are as follows:

Owner – Shadman & Shilier Haji 255 Dogwood Drive, Mobile, AL 36609

RECORD LEGAL DESCRIPTION:

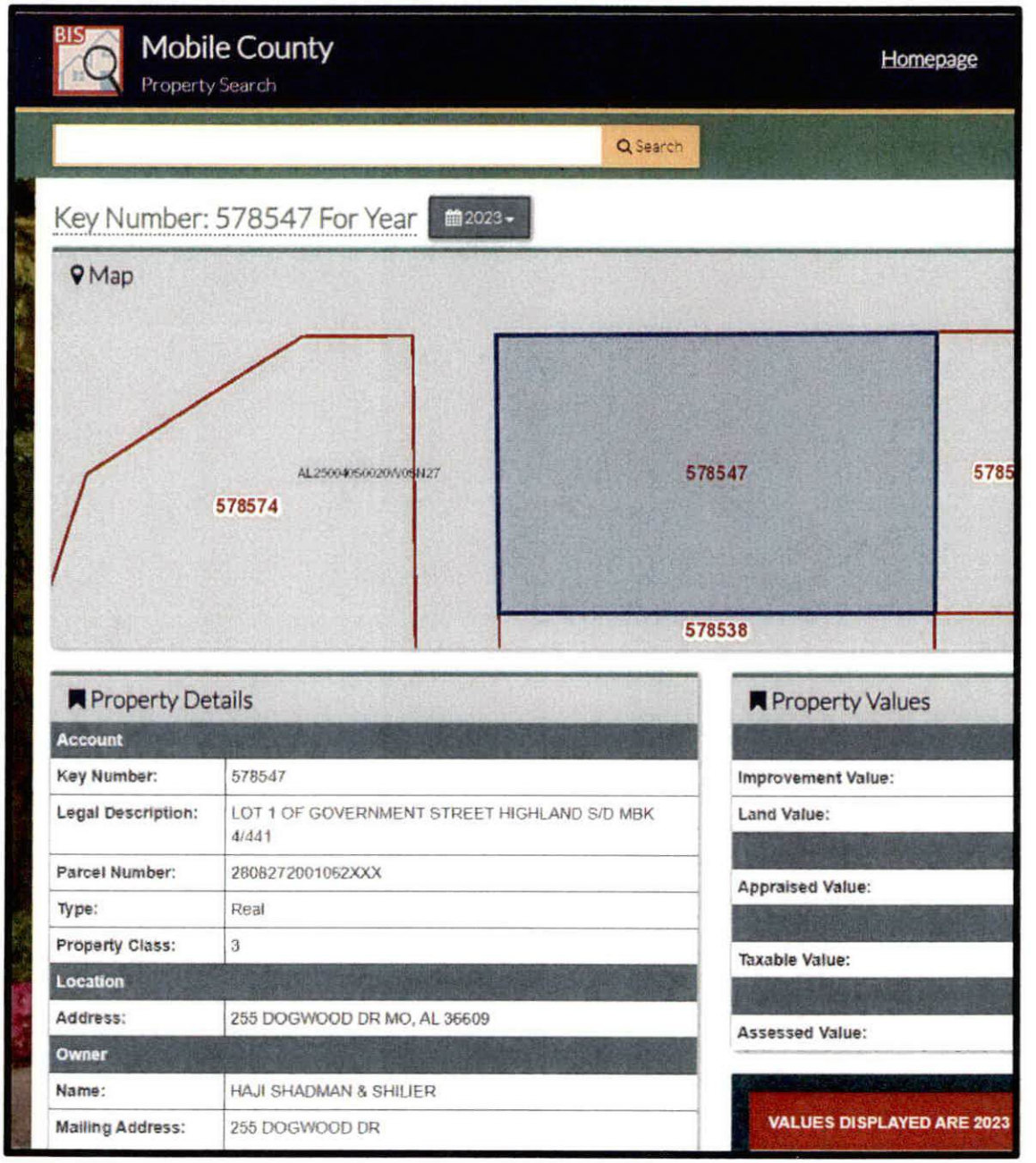
That real property situated in the County of Mobile, State of Alabama, described as follows, to-wit:

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



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

255 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

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

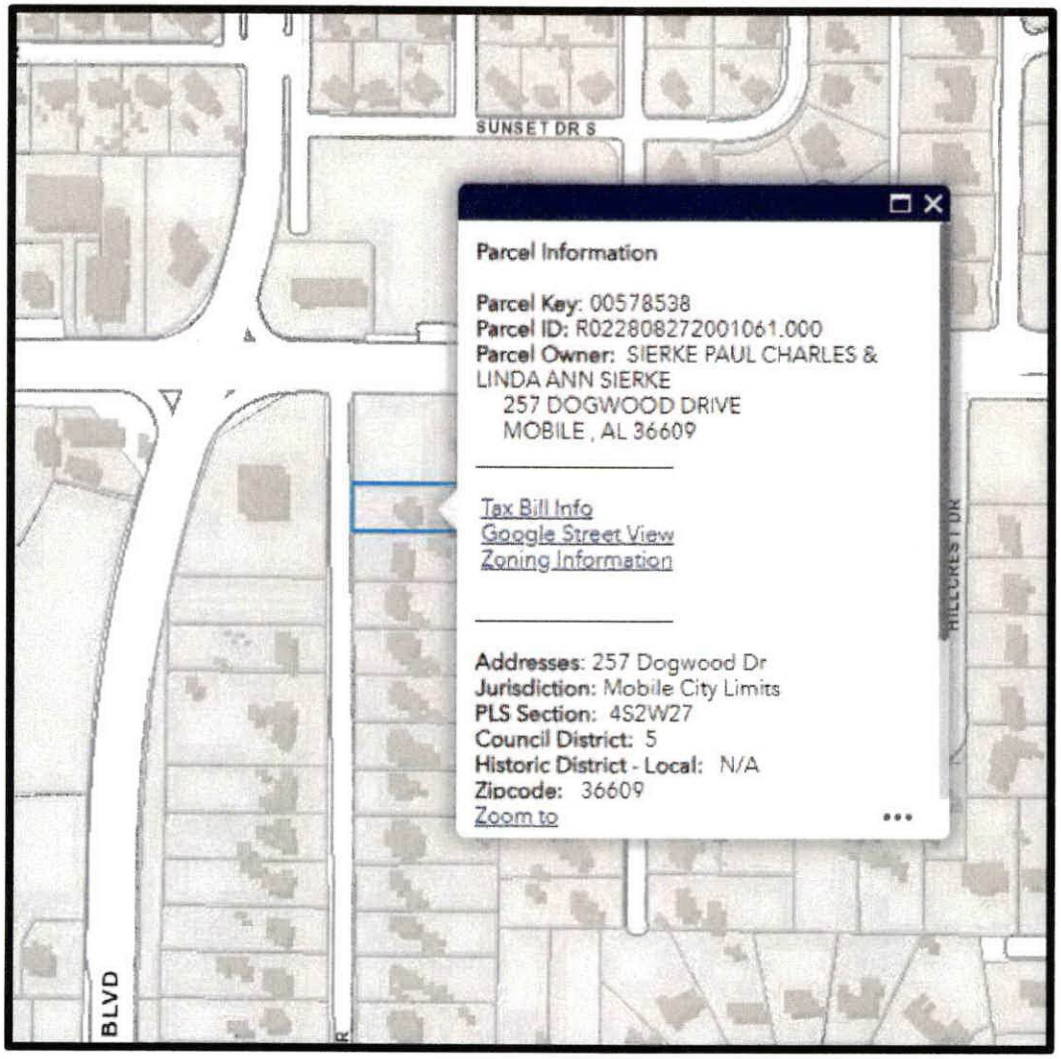
3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

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.



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

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

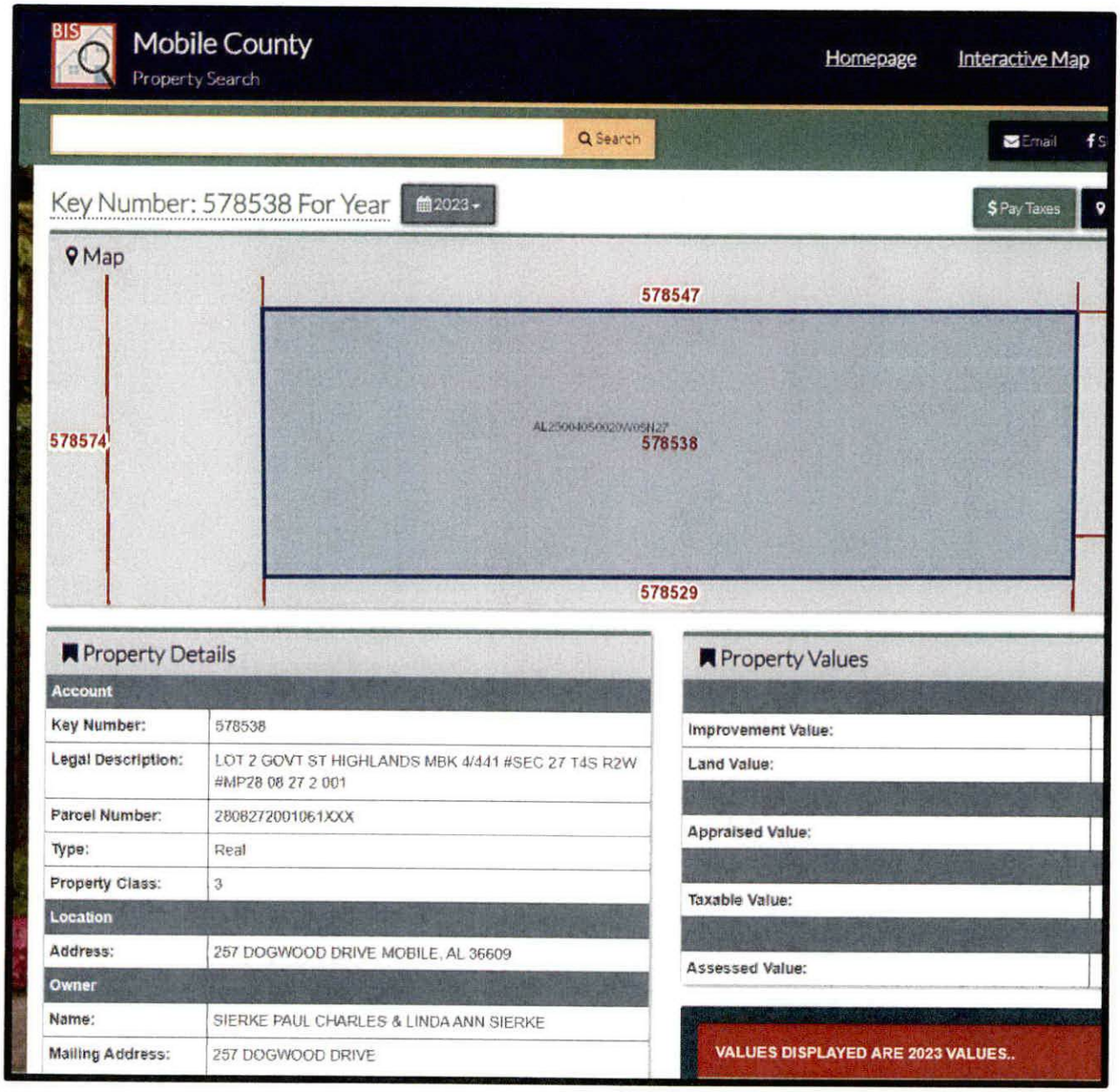
I, Paul Charles Sierke and Linda Ann Sierke, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) 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



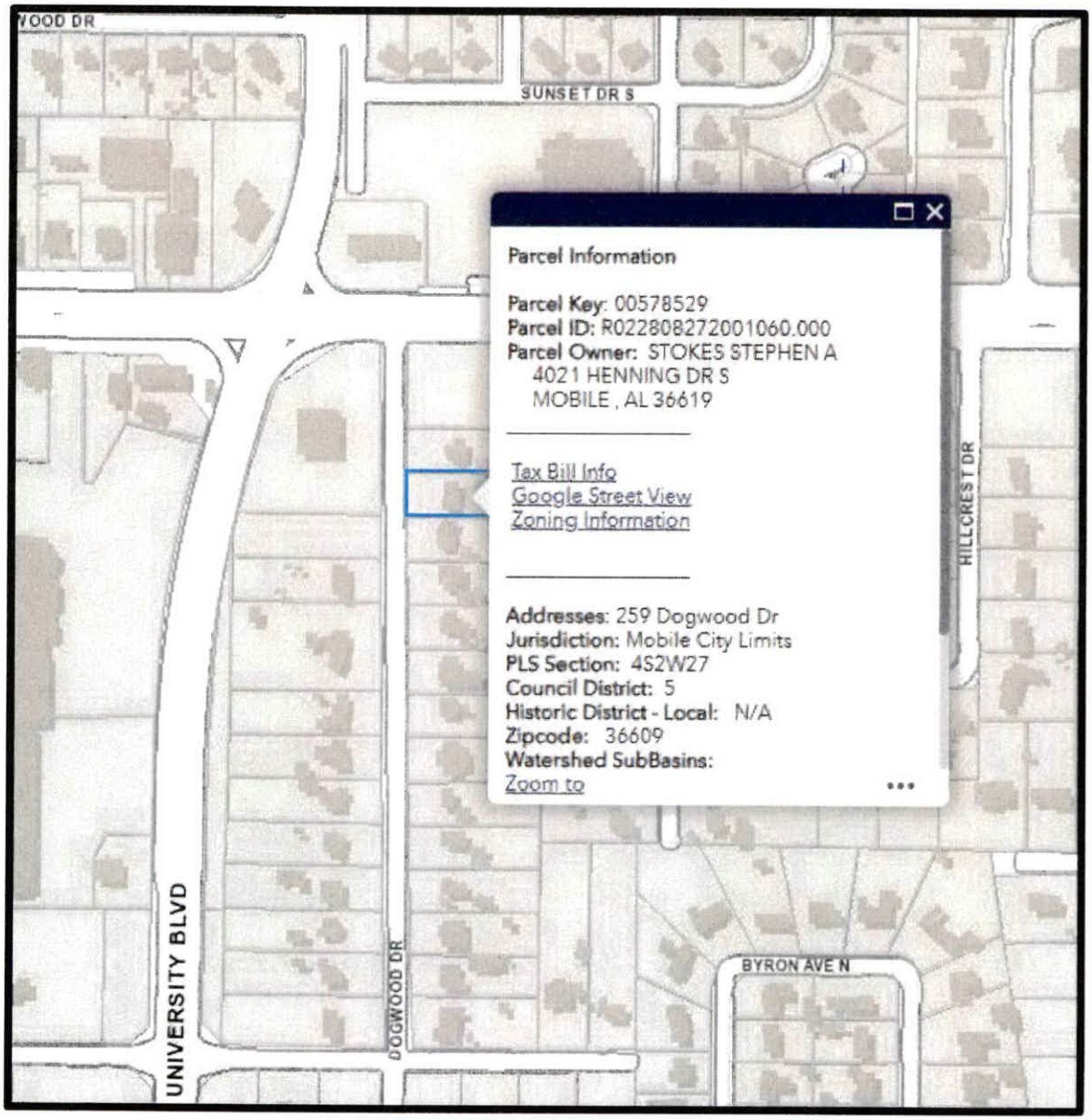
3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

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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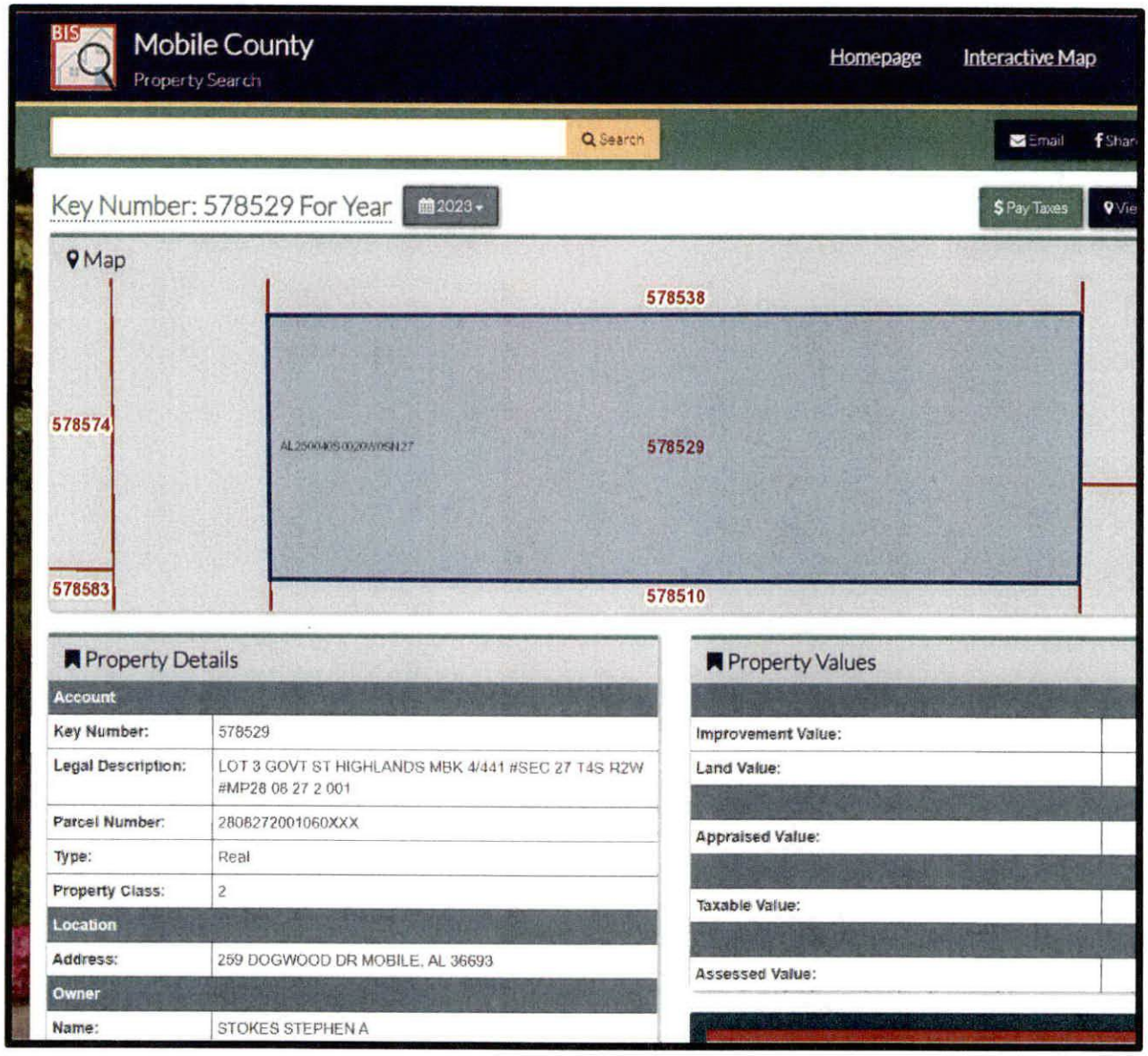
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

259 Dogwood Drive, Mobile, AL 36609



Property Details

Account	
Key Number:	578529
Legal Description:	LOT 3 GOVT ST HIGHLANDS MBK 4/441 #SEC 27 T4S R2W #MP28 08 27 2 001
Parcel Number:	2808272001060XXX
Type:	Real
Property Class:	2
Location	
Address:	259 DOGWOOD DR MOBILE, AL 36693
Owner	
Name:	STOKES STEPHEN A

Property Values

Improvement Value:	
Land Value:	
Appraised Value:	
Taxable Value:	
Assessed Value:	

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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:

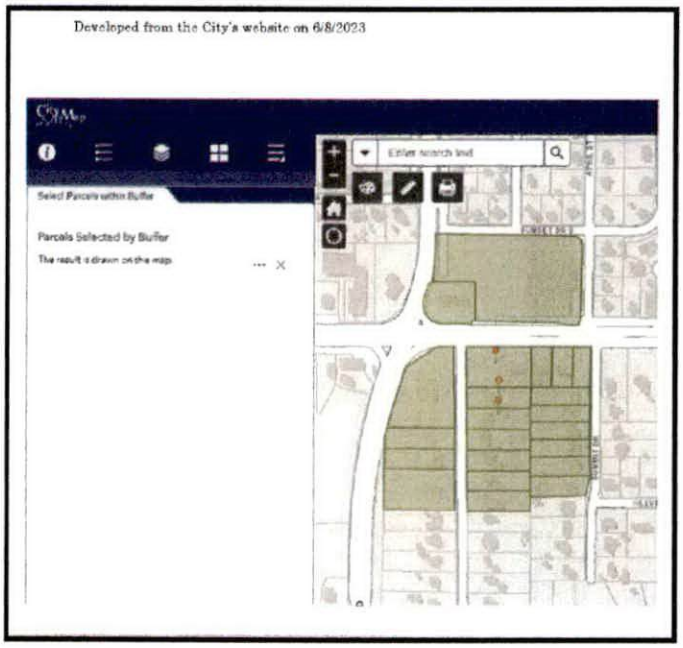
a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

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.



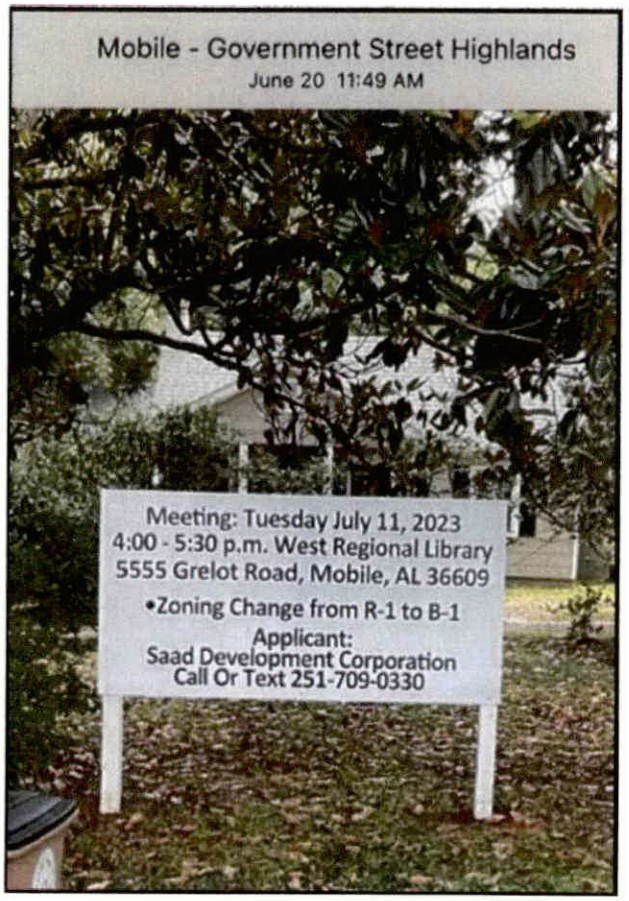
OBJECTID	KEYX	PARCEL	NAME	ADDRESS	SUBDIVISION	MAIL_ADDR1	MAIL_CITY	MAIL_STATE	MAIL_ZIP	Shape_Length	Shape_Area
1	578084	R022808272001015.000	MOBILE 2021 LLC	4601 AIRPORT BLVD		6115 FOXTAIL DR	MOBILE	AL	36693	572.2315841	17198.38835
2	578137	R022808272001021.000	KENT E CHERYLE	272 SUMMIT DR		602 SKYLINE DR W	MOBILE	AL	36609	778.3536081	27810.47691
3	578529	R022808272001060.000	STOKES STEPHEN A	259 DOGWOOD DR		4021 HENNING 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

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 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

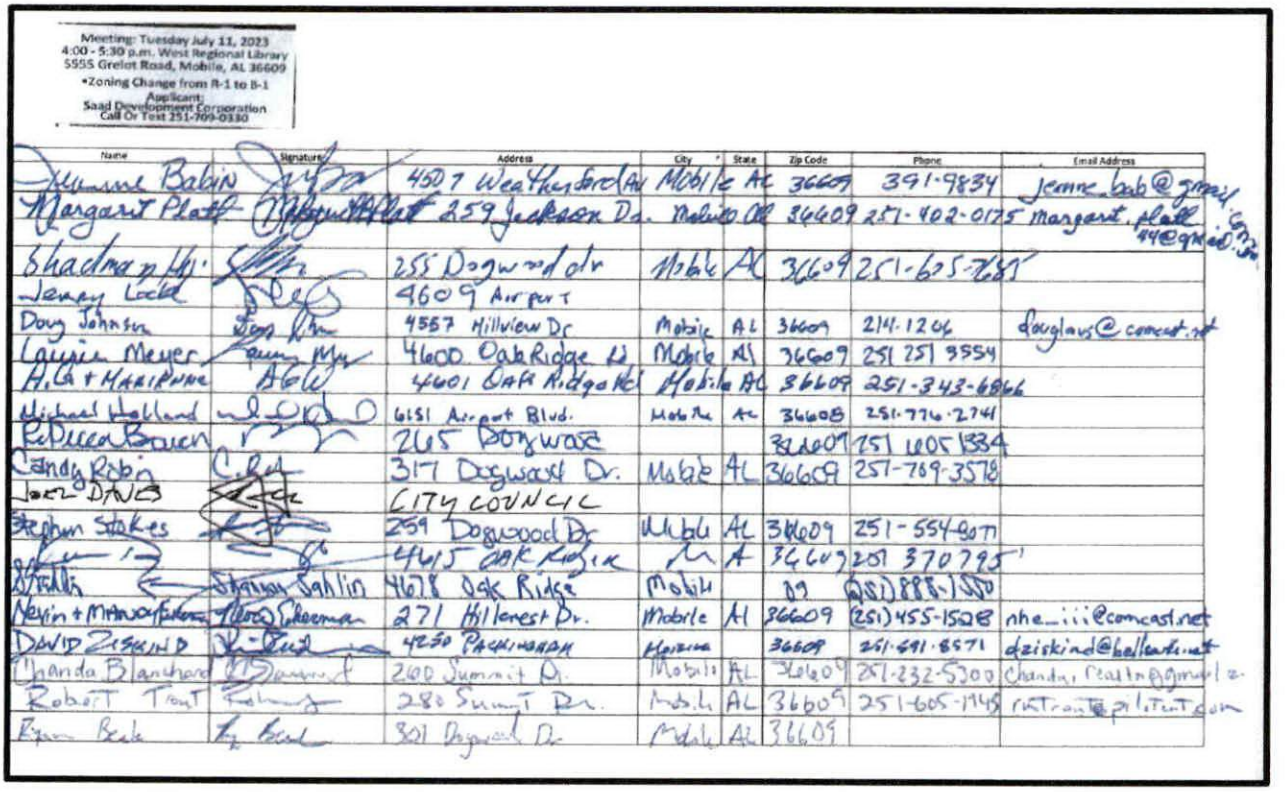
FIRST NEIGHBORHOOD MEETING – JULY 11, 2023

- Dated Photographs of the posted and removed signs, date, and location of the meeting.

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

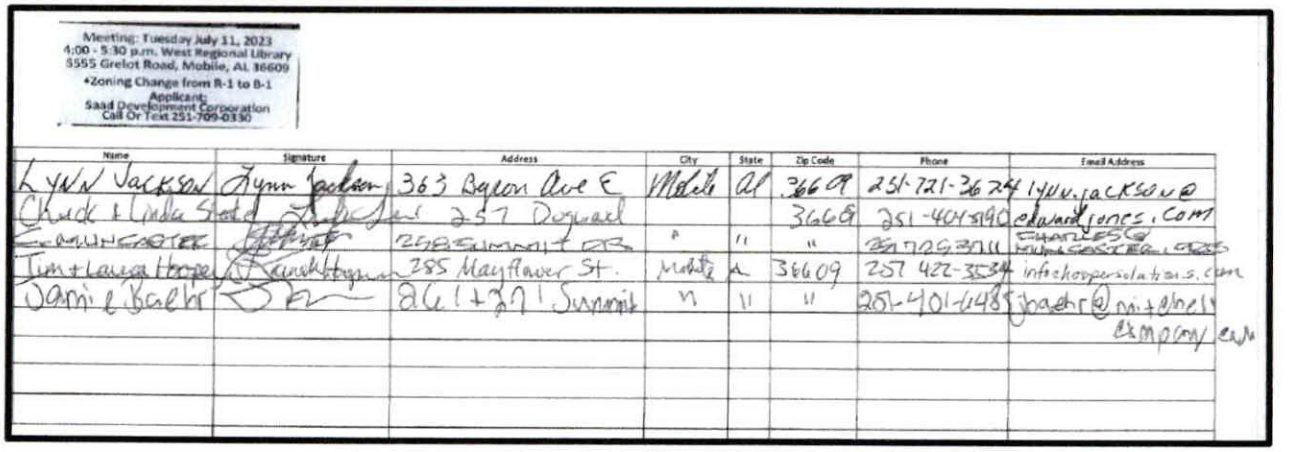
FIRST NEIGHBORHOOD MEETING – JULY 11, 2023

- 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	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 370795	
[illegible]	Shaman Sahlin	4628 Oak Ridge	Mobile		09	(251)888-1350	
Kevin + Mandy Fuhrer	Kevin 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 Beckett		261 + 271 Summit	"	"	"	251-401-6485	jbeckett@mitchell employment.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

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.

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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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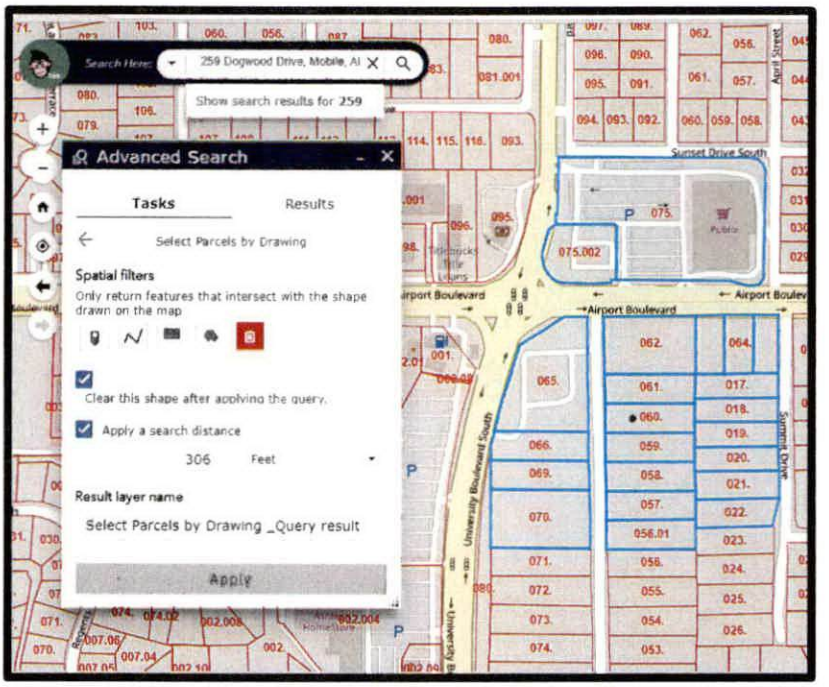
SECOND NEIGHBORHOOD MEETING – SEPTEMBER 28, 2023

- 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
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MOBILE, AL 36608

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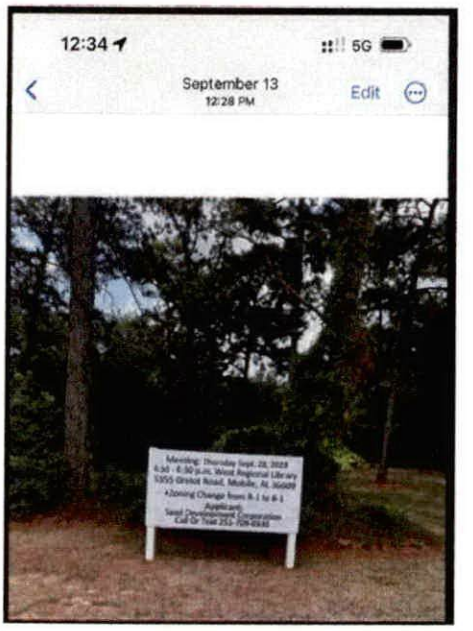
SECOND NEIGHBORHOOD MEETING – SEPTEMBER 28, 2023

- 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

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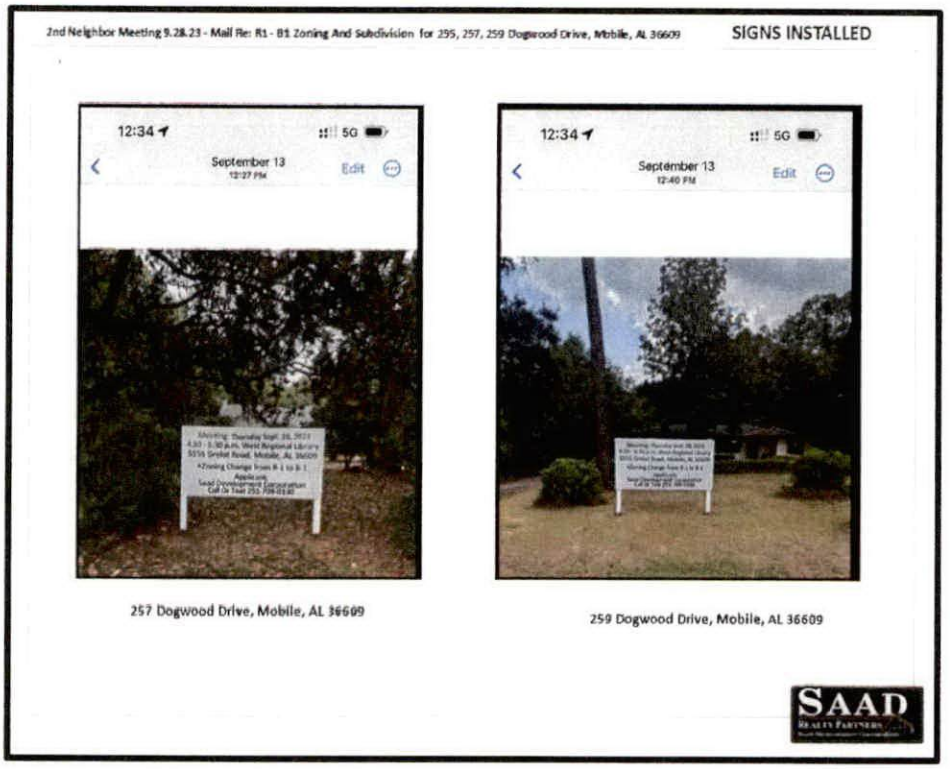
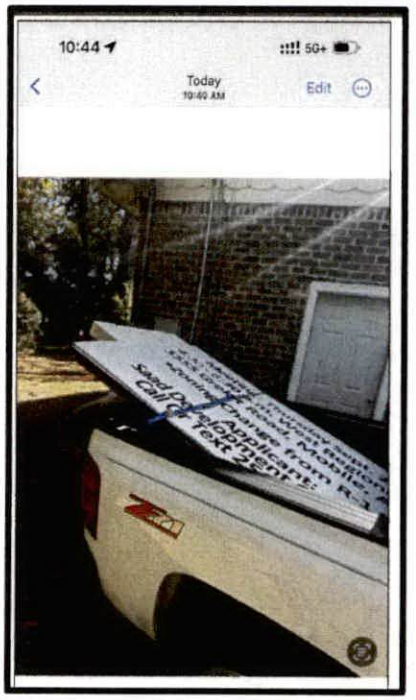
SECOND NEIGHBORHOOD MEETING – SEPTEMBER 28, 2023

- 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 - 4:00 - 6:00 pm
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
Applicants 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)	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)	Stella
Signature	
Address	
City, State, Zip Code	Mobile, AL.
Phone	
Email Address	
Name (Print)	Alan Wilson Legge
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	4600 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 Jr
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	
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City, State, Zip Code	
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Email Address	
Name (Print)	
Signature	
Address	
City, State, Zip Code	
Phone	
Email Address	

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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	
Phone	
Email Address	
Name (Print)	
Signature	
Address	
City, State, Zip Code	
Phone	
Email Address	
Name (Print)	
Signature	
Address	
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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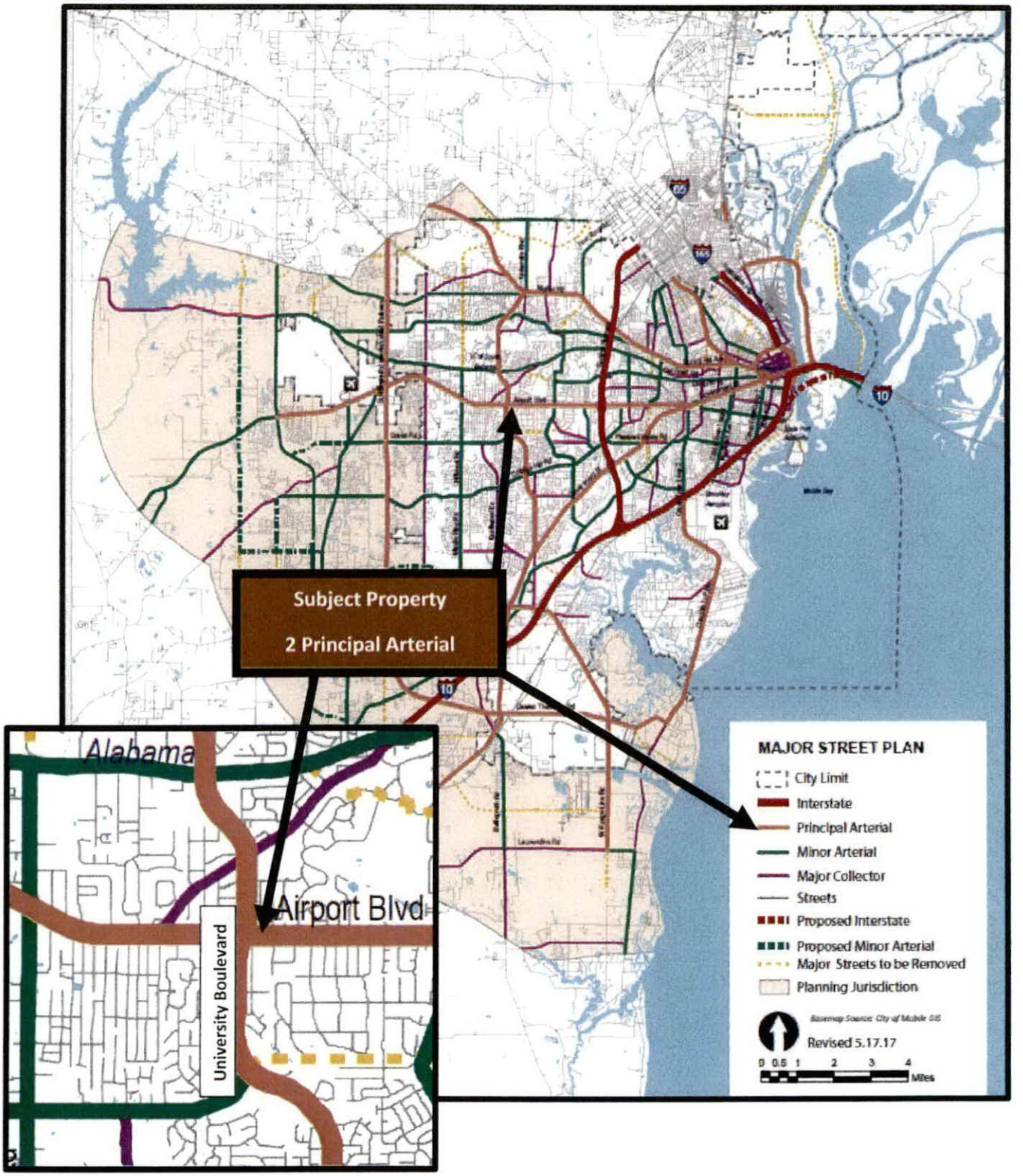

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2. **Describe the surrounding land uses.**
SEE ATTACHED EXHBIT A - CHECKLIST B

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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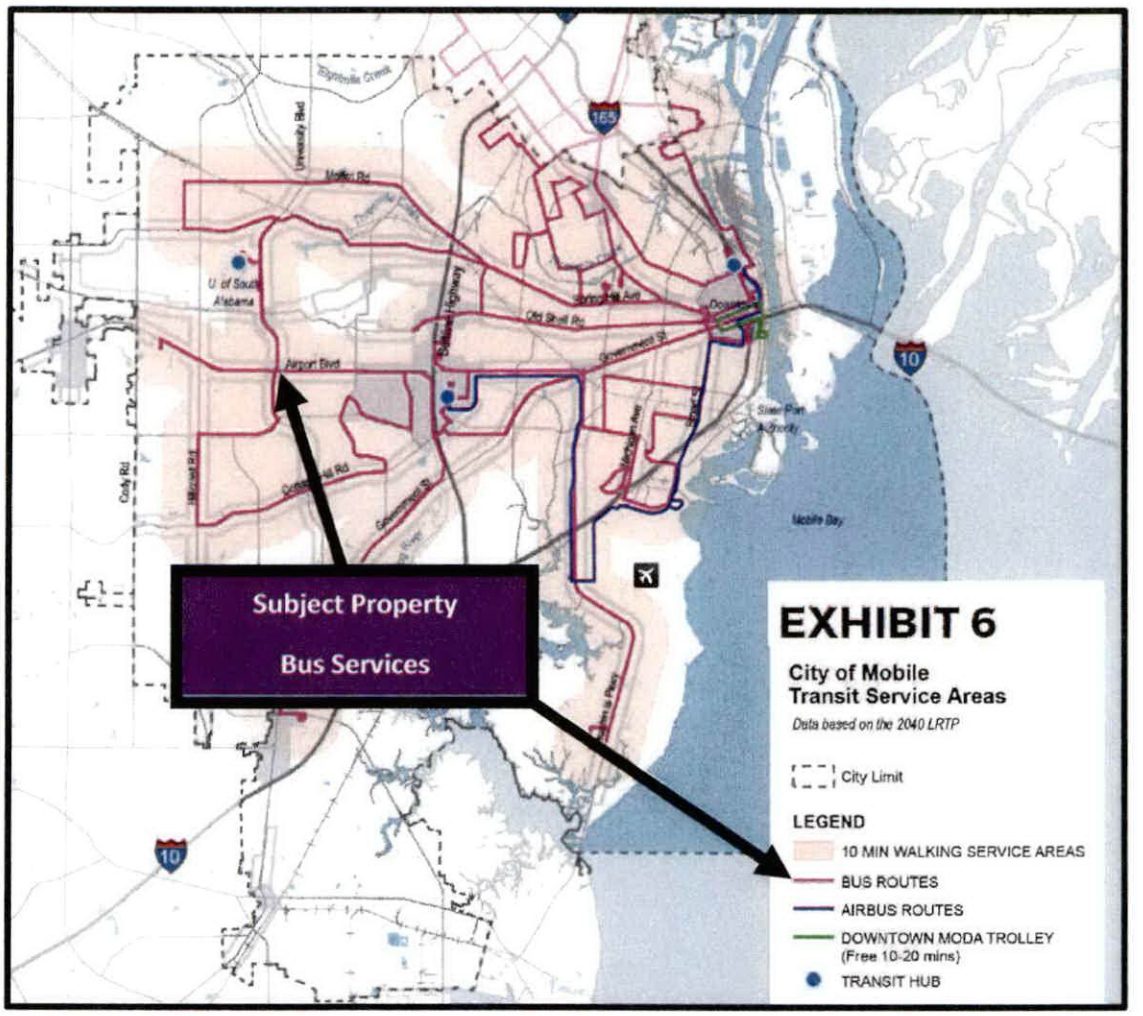
Mobile Transit Services

Subject Property is located on the Mobile Bus Routes



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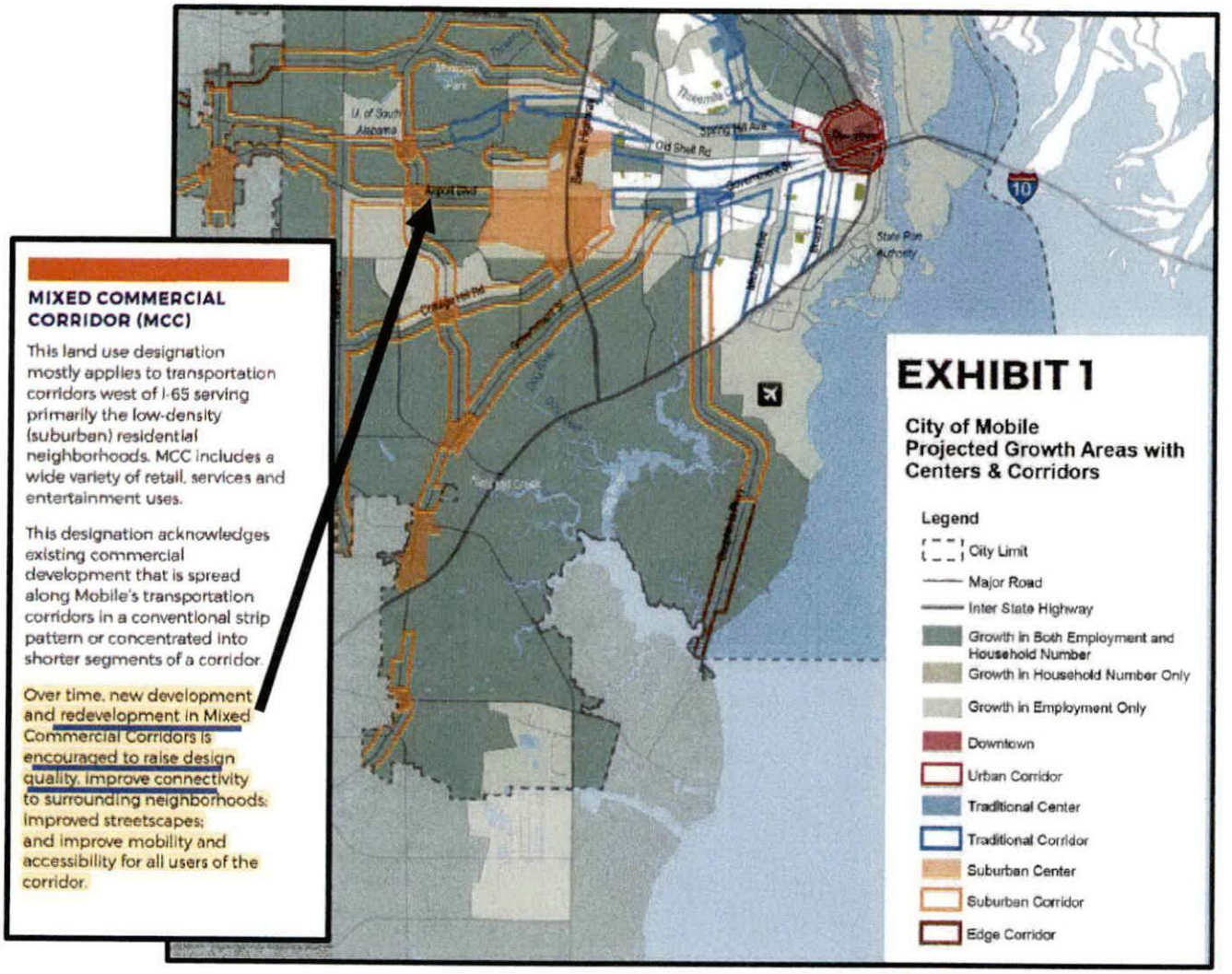
Mixed Commercial Corridor (MCC)

Growth in both business and housing



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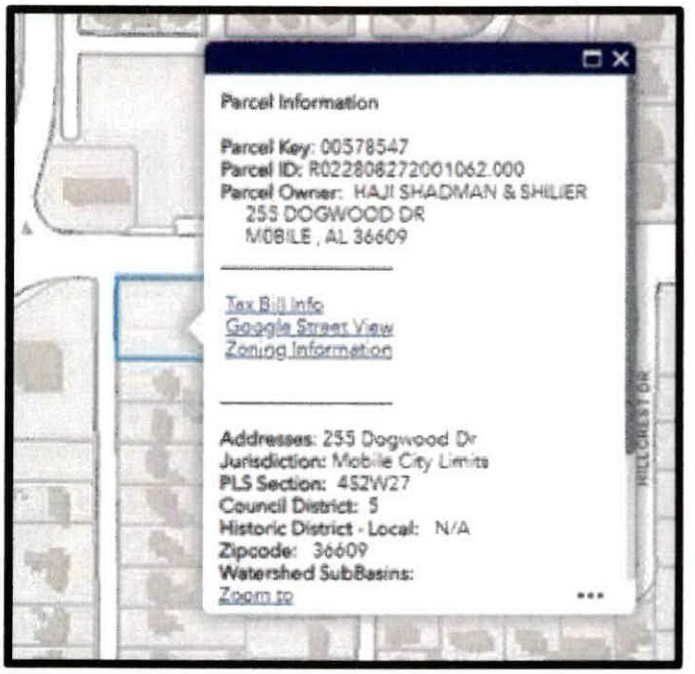
SUBDIVISION SECTION OF EXHIBIT A

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



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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

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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

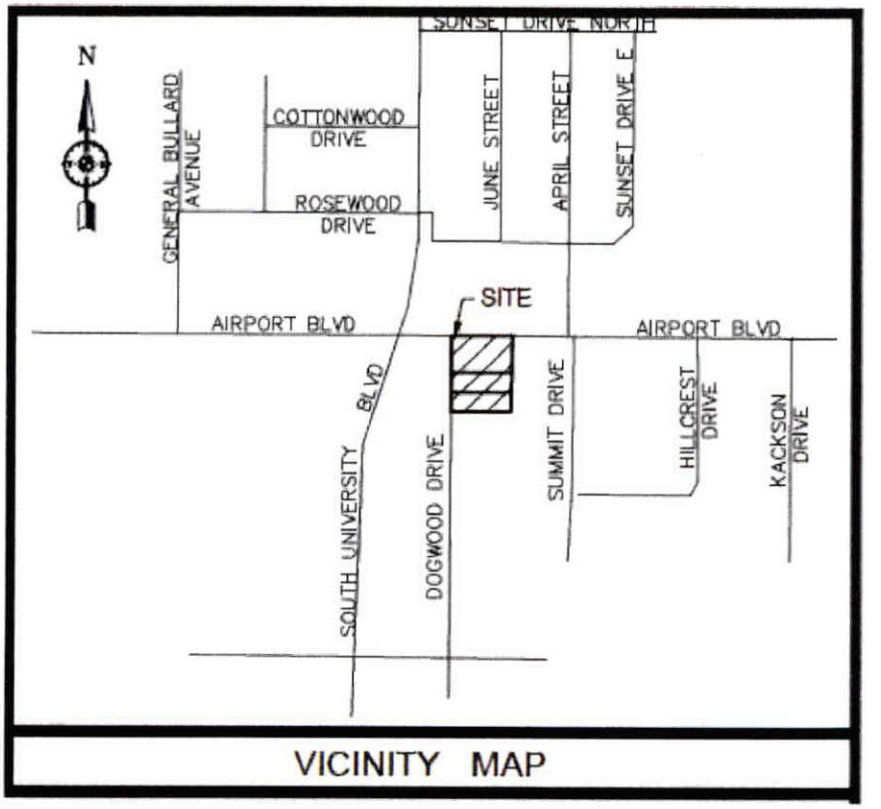
X-Unshaded

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

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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
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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
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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
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MOBILE, AL 36608

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SAAD DEVELOPMENT CORPORATION
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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

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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

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SURVEYING

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landscape architects

CHAD WATKINS, PLA, ASLA
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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
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 _____ 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	N
APPLICANT SDC-B1 Subdivision	
REQUEST Subdivision, Rezoning from R-1 to B-1	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.
D. 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.
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.

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.

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.

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. 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,
4. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP

APPLICATION NUMBER 1 DATE November 16, 2023

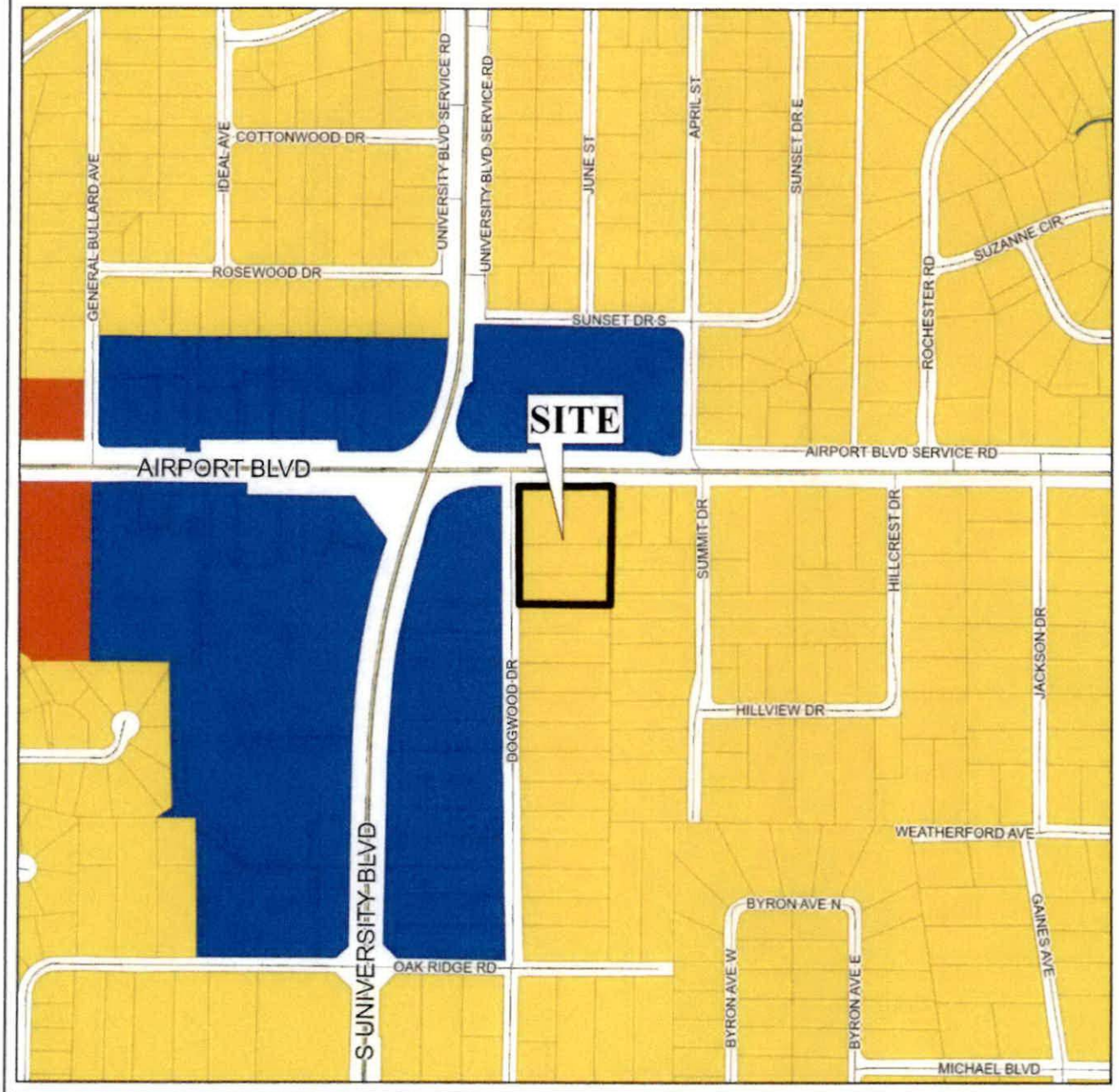
APPLICANT SDC-B1 Subdivision

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

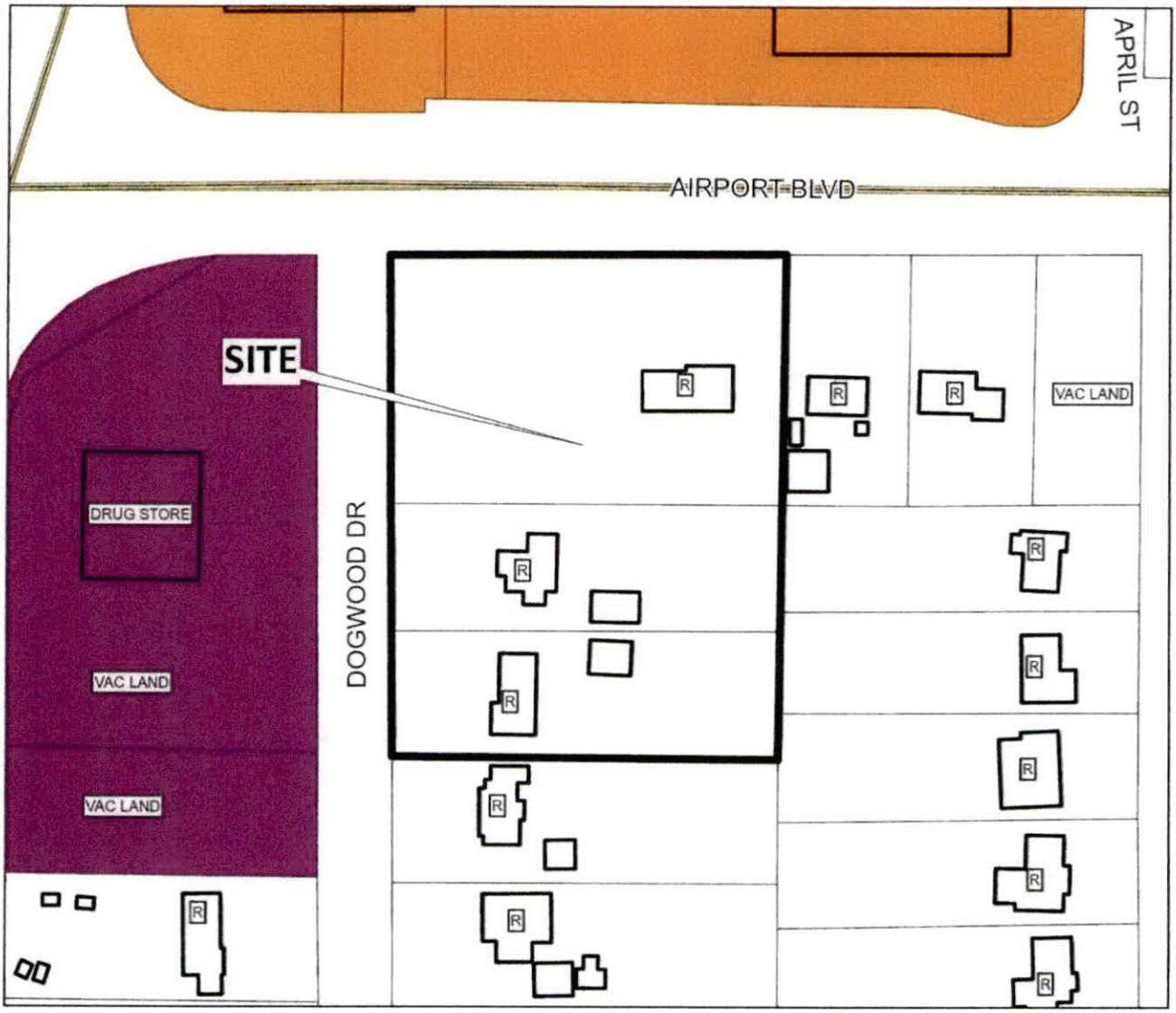
REQUEST Subdivision, Rezoning from R-1 to B-1

- 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

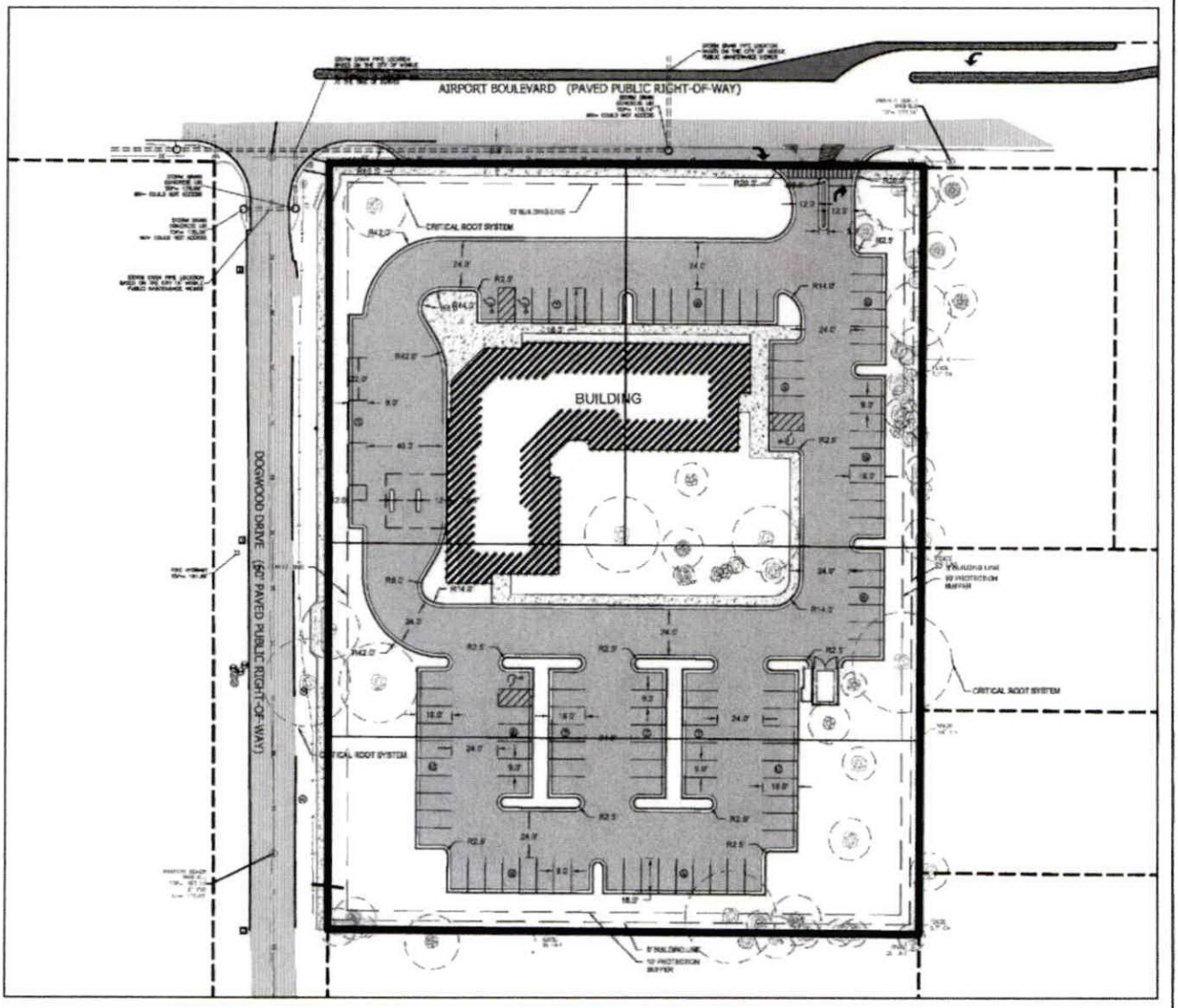
REQUEST Subdivision, Rezoning from R-1 to B-1

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

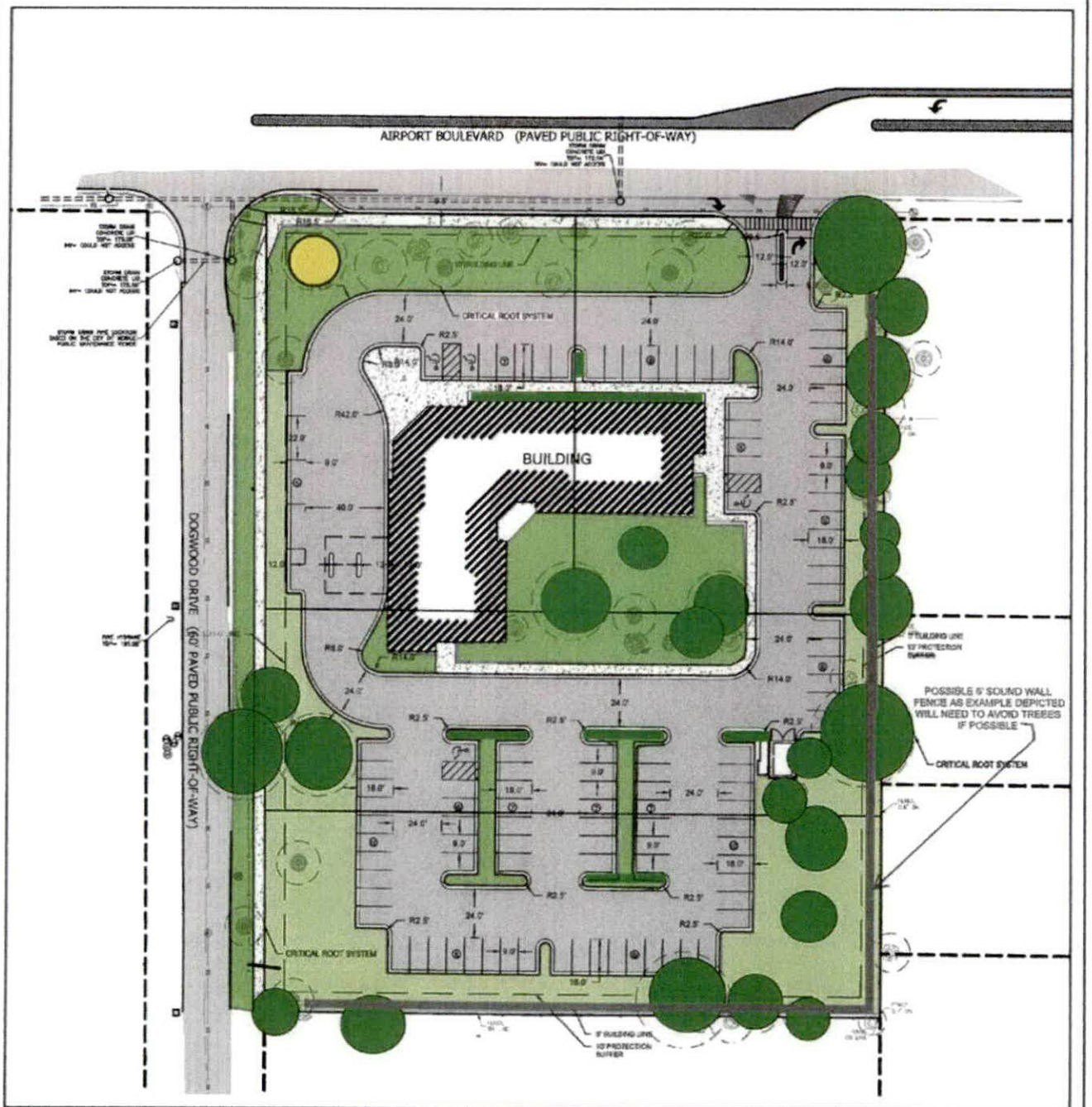
SITE PLAN



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

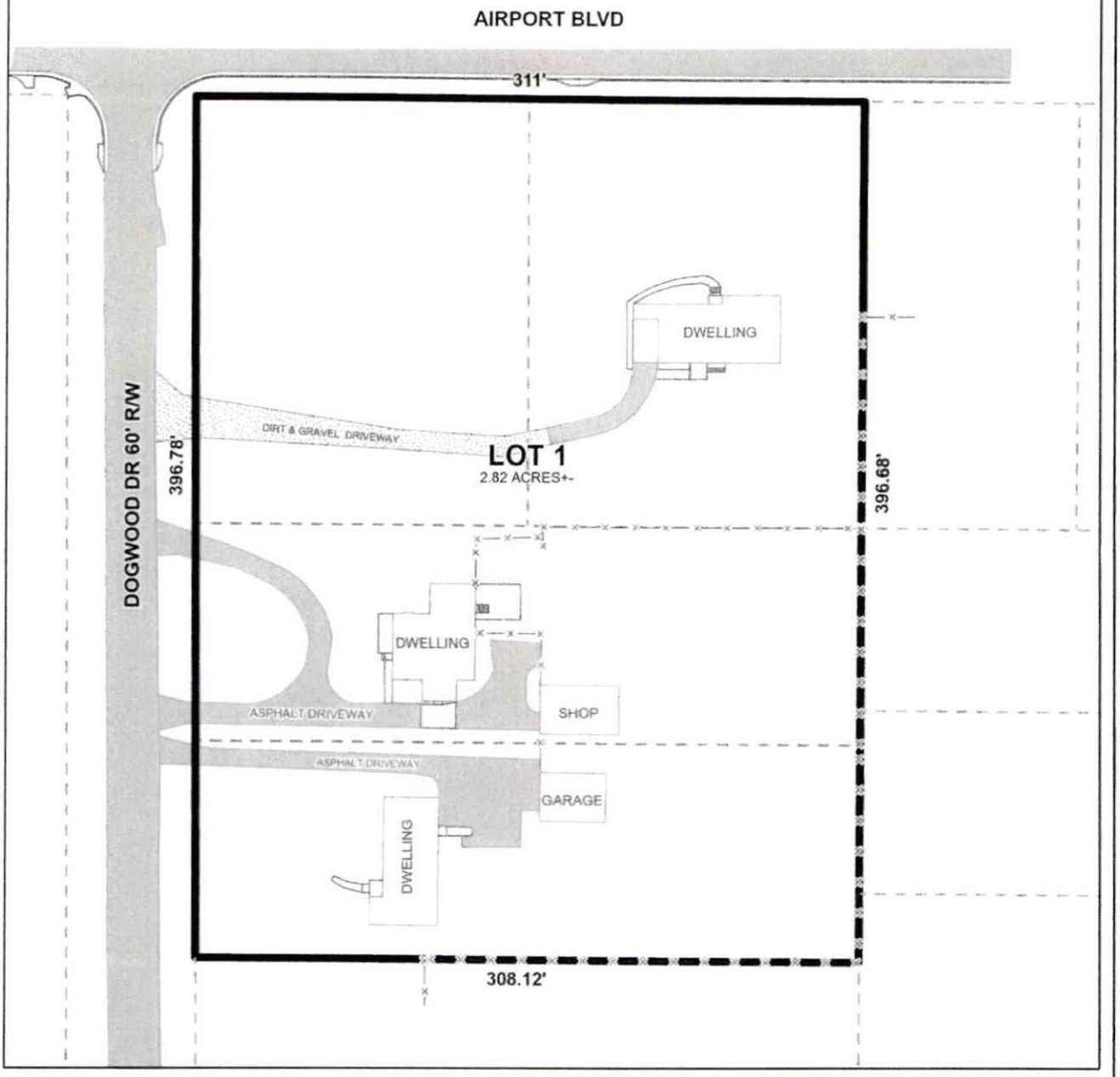
APPLICANT SDC-B1 Subdivision

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

N

NTS

DETAIL SITE PLAN



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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					■	■						□		
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DOWNTOWN DEV. DDD	T-6			■									□		
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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.

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.

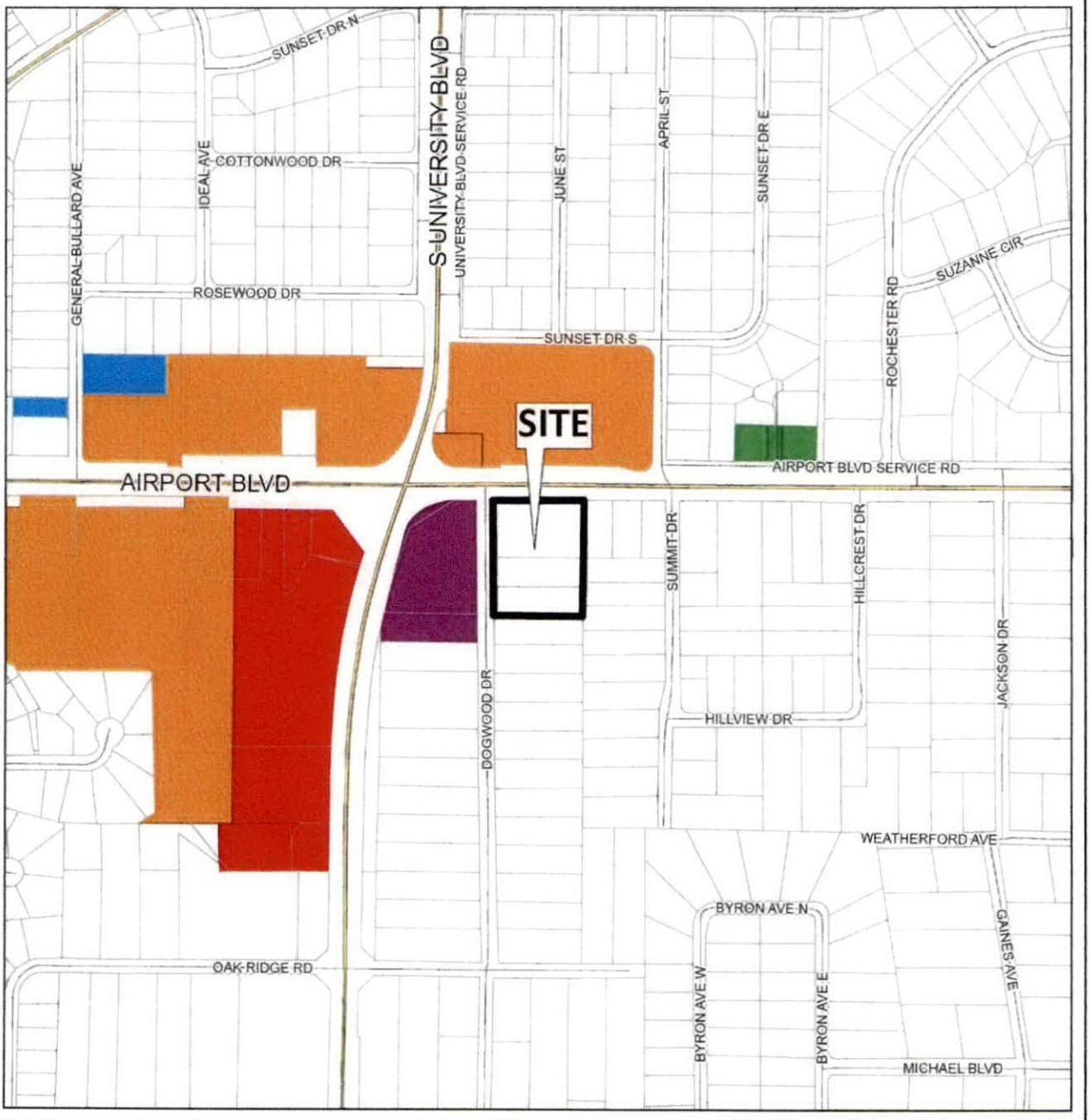
The applicant's responses to address the above criteria are available in the link on page one (1).

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. 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,
4. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



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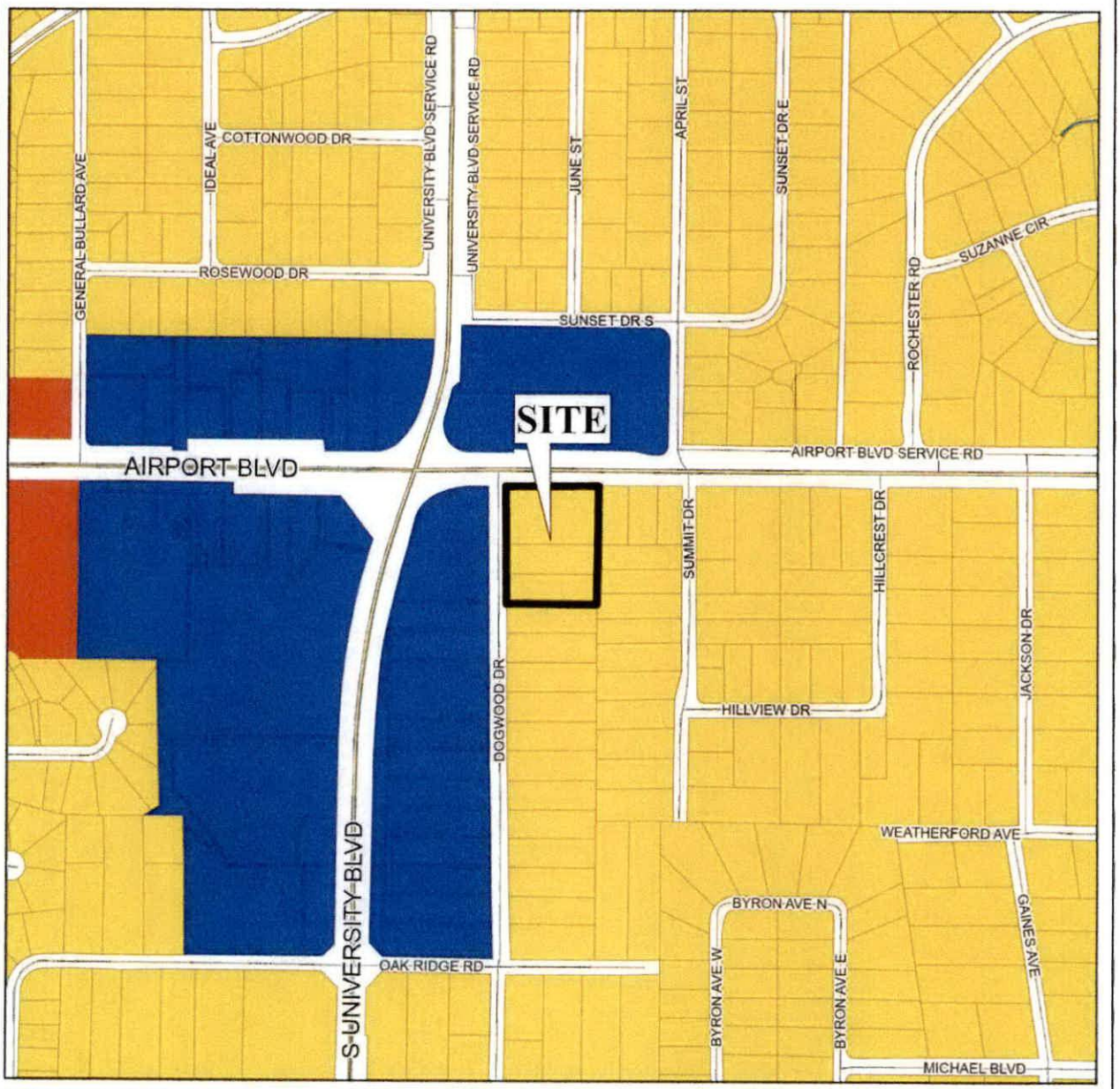
REQUEST Subdivision, Rezoning from R-1 to B-1

N

NTS

FLUM LOCATOR MAP



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APPLICANT SDC-B1 Subdivision

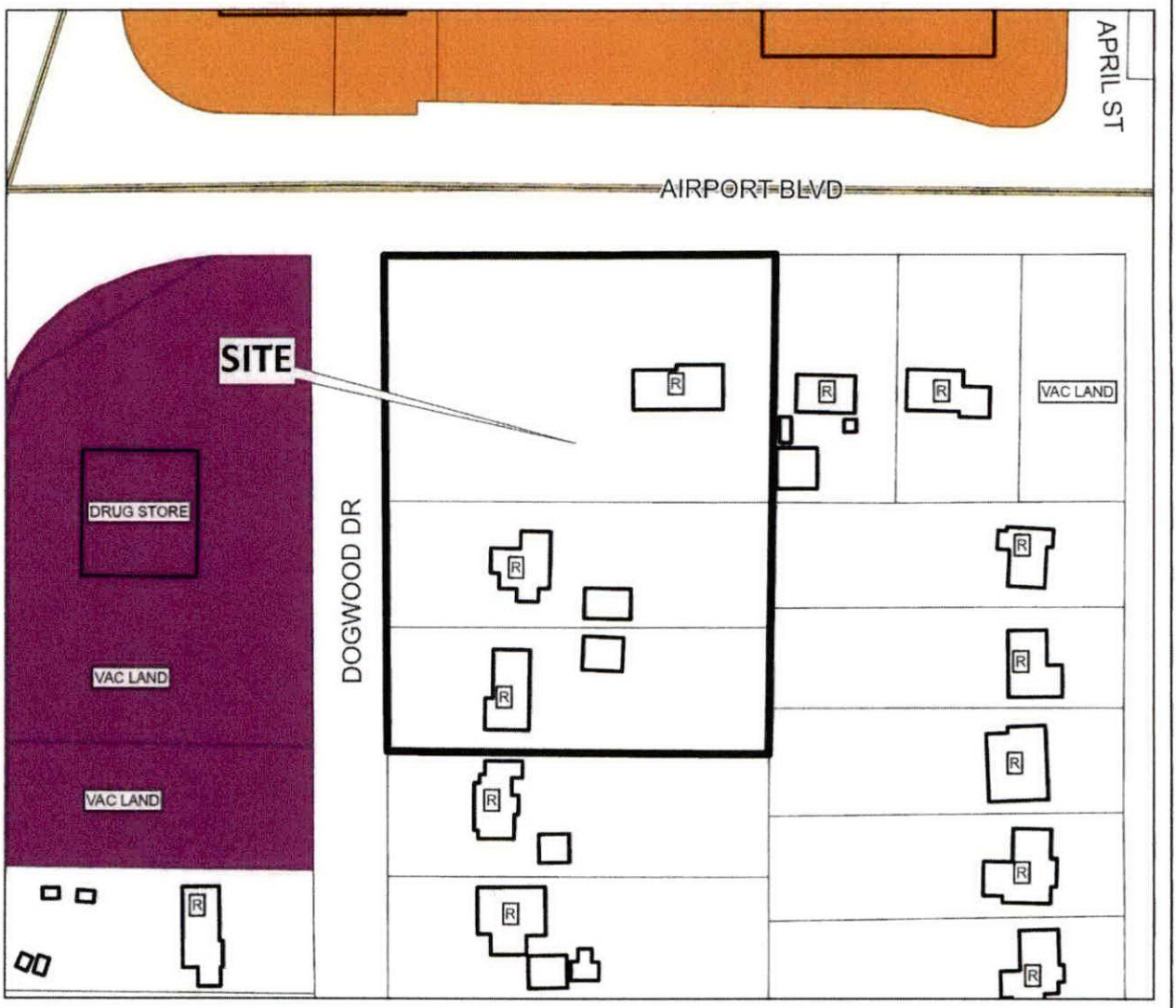
REQUEST Subdivision, Rezoning from R-1 to B-1

- 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



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N

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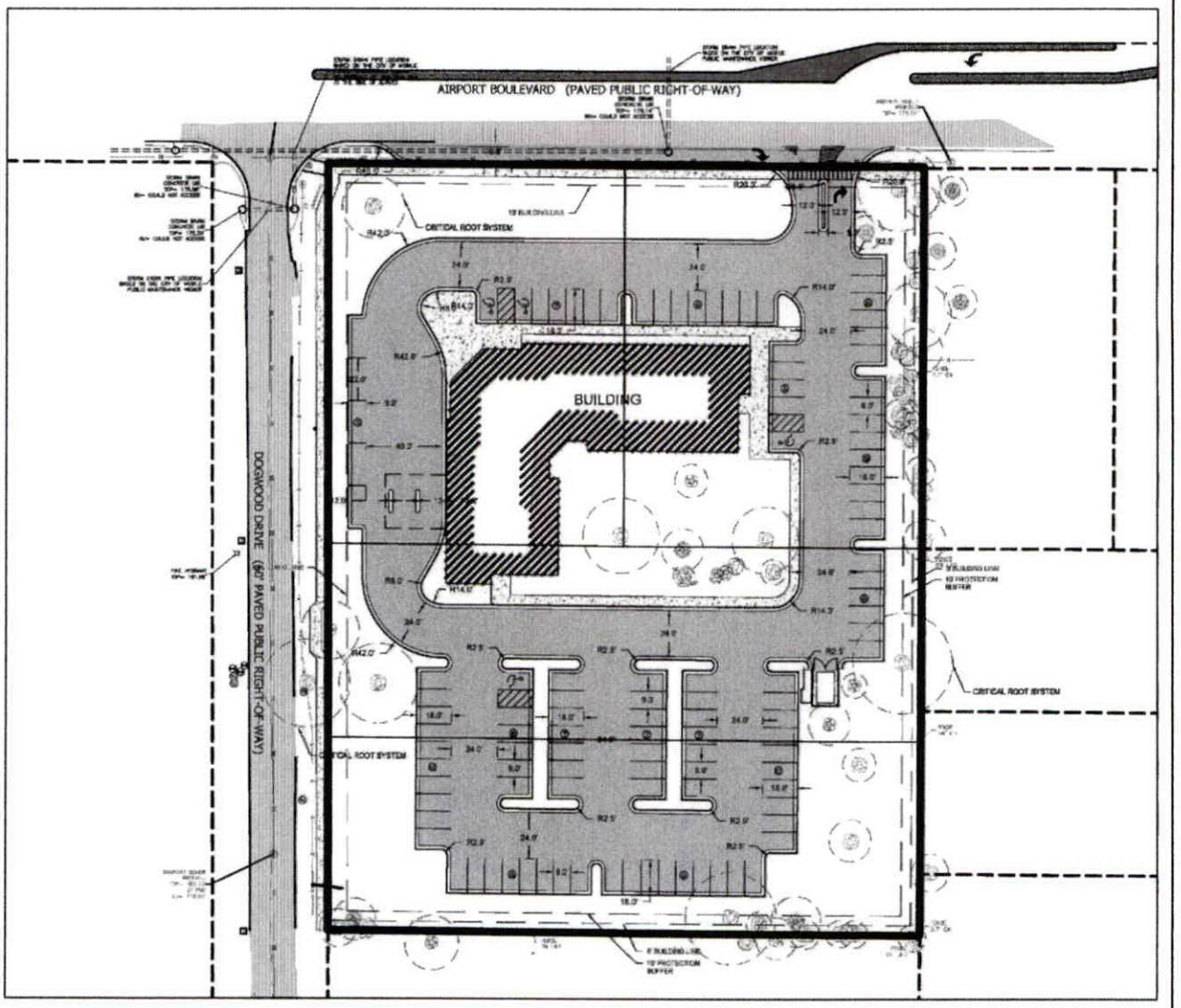

The site plan illustrates the proposed building , and parking.

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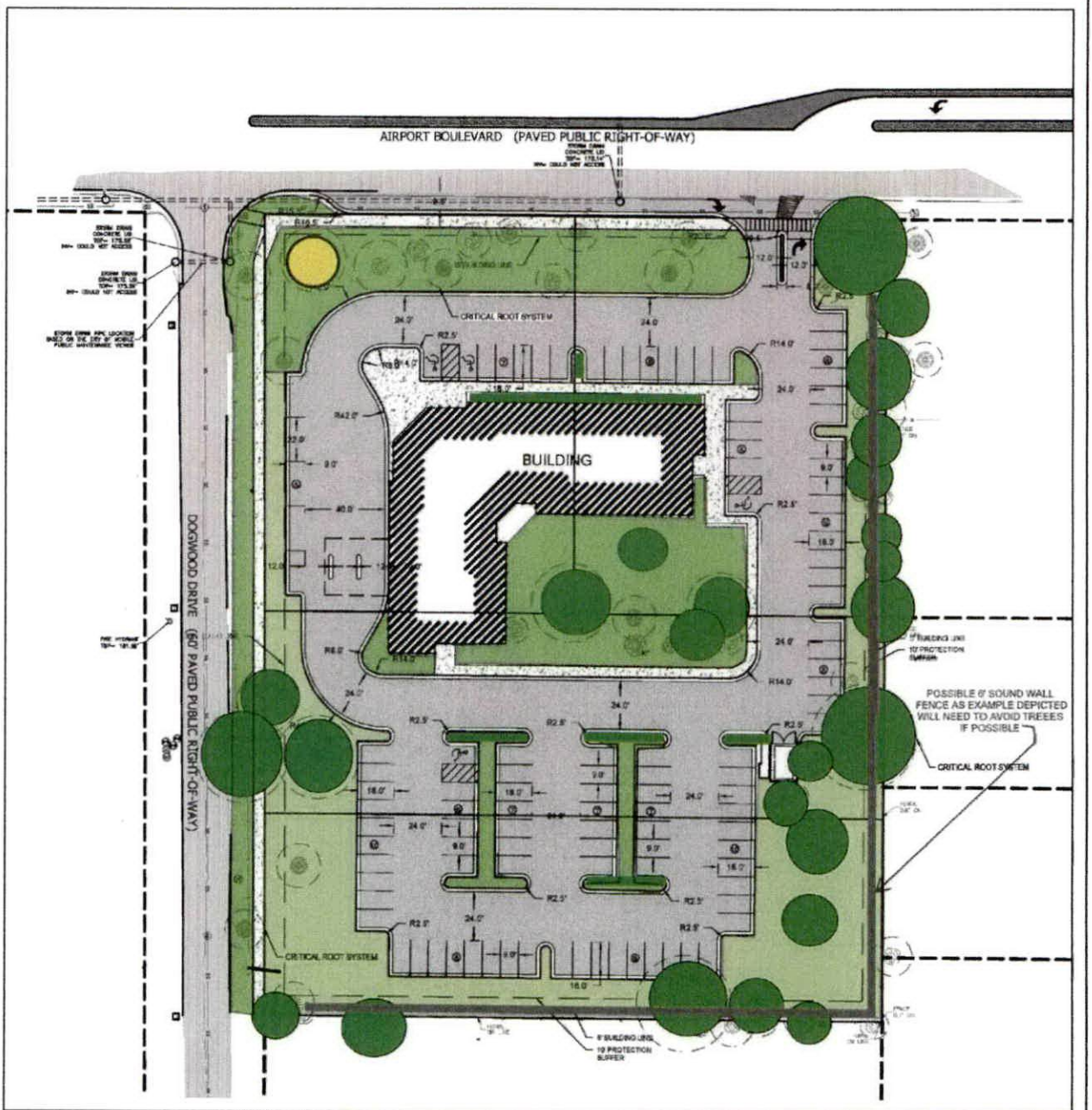
LANDSCAPE SITE PLAN



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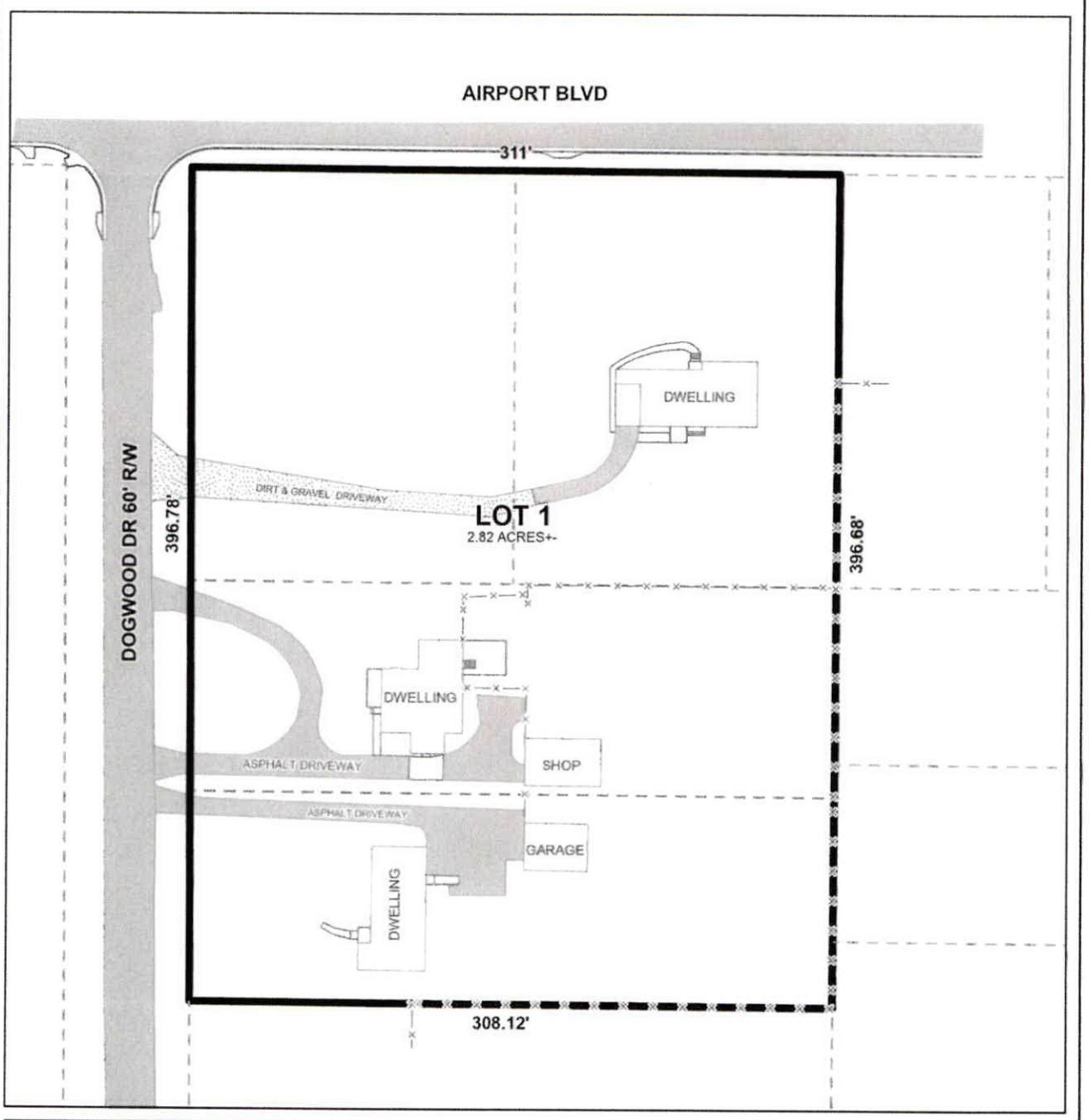

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NTS

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:4/9/2024

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	4/10/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/4/2024 - 3:06 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, 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;
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.

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

41-336 **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 Pagenbach
ASSISTANT 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 **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 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;
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.

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 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.

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;
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.

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;

MOD-002781-2023 3674 & 3680 Dauphin St
January 22, 2024

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 ... LANE WEST ZONE NAD 83 AS DERIVED FROM GPS OBSERVATIONS USING THE OPUS UTILITY (2023.63).

COORDINATES SHOWN ARE GROUND, EXPRESSED IN US SURVEY FEET, AS DERIVED FROM THE GRID COORDINATE VALUES OF (N.2505536.4613 E.1173282.2150) 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 (2023.63), COMBINED FACTOR: (0.9999811?), CONVERGENCE ANGLE: (-0°1'16.04")

REFERENCES:

1. COLLEGE PARK NORTHWESTERN QUADRANGLE, UNIT 2, RESUBDIVISION OF LOT 1 INTO LOTS 1-A AND 1-B, BY DONALD T. COLEMAN, PLS; DATED 02/13/1986; RECORDED IN MAP BOOK 51, PAGE 83.
2. COLLEGE PARK NORTHWESTERN QUADRANGLE, UNIT 2, RESUBDIVISION OF LOT 2-A INTO LOTS 1 AND 2, BY DONALD T. COLEMAN, PLS; COMPLETED IN 1984; RECORDED IN MAP BOOK 70, PAGE 85.

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 GIS DATABASE (PART OF THE PROPERTY WAS ENCUMBERED 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.: 01097C0534L
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

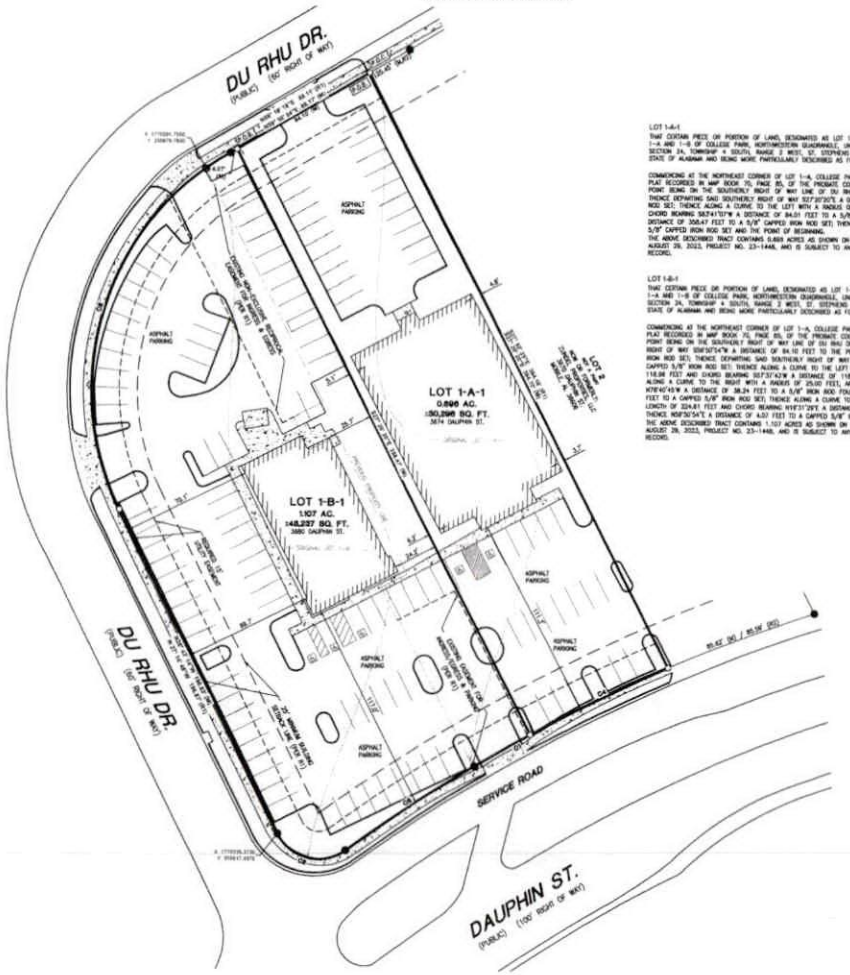
_____
PLANNING COMMISSION

TRAFFIC ENGINEER

_____
PLANNING COMMISSION

CITY ENGINEER

_____
CITY ENGINEER



PLAN

VICINITY MAP

NOT TO SCALE

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 840.16 FEET, ARC LENGTH OF 84.04 FEET AND CHORD BEARING S62°41'10"W A DISTANCE OF 84.01 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE N27°20'20"W A DISTANCE OF 356.47 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE N58°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 0.896 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 S58°50'54"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°20'20"E A DISTANCE OF 356.47 FEET TO A CAPPED 5/8" IRON ROD SET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 840.16 FEET, ARC LENGTH OF 116.98 FEET AND CHORD BEARING S51°37'43"W A DISTANCE OF 116.88 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 43.04 FEET AND CHORD BEARING N76°41'49"W A DISTANCE OF 38.24 FEET TO A 5/8" IRON ROD FOUND; THENCE N29°43'14"W A DISTANCE OF 148.83 FEET TO A CAPPED 5/8" IRON ROD SET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 148.80 FEET, ARC LENGTH OF 324.81 FEET AND CHORD BEARING N19°31'29"E A DISTANCE OF 263.83 FEET TO A 5/8" IRON ROD FOUND; THENCE N58°50'54"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. 01097C0534L, 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 10; 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 1961 REGULAR SESSION OF THE ALABAMA LEGISLATURE (ACTS 1961, P. 1487), AS AMENDED, AND THE 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 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 THIS PLAT ARE BASED ON AND REFERENCED TO THE ALABAMA STATE PLANE COORDINATES SYSTEM GRID (NAD 83 – WEST ZONE)
(CONVERGENCE ANGLE: -0.31312300°
SCALE FACTOR: 0.99997944
11. NO STRUCTURES ARE ALLOWED IN ANY EASEMENTS WITHOUT THE EASEMENT HOLDER'S PERMISSION.
12. AS SHOWN ON THE 1984 AERIAL PHOTO (FLIGHT 25 – #76) 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 AASHTO 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):	25 DWELLING UNITS/ACRE
COVERAGE (MAXIMUM):	50%
HEIGHT (MAXIMUM):	45 FEET
FRONT YARD (MINIMUM):	25 FEET
SIDE YARD (MINIMUM):	0 OR 5 FEET/AND REQUIRED BUFFER
REAR YARD (MINIMUM):	0 OR 5 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-1/30,296 SQUARE FEET

OWNER/APPLICANT:
ABM, LLC
PO BOX 7475
MOBILE, AL 36670-0475

Curve Table

CURVE #	ARC LENGTH	RADIUS	CHORD BEARING AND DISTANCE	REVISED ARC LENGTH	REVISED RADIUS	REVISED CHORD BEARING AND DISTANCE
C1	350.87'	840.16'	N67°36'18"W \ 348.40'	350.10'	840.16'	N67°41'47"W \ 350.10'
C2	43.04'	25.00'	N76°41'49"W \ 38.24'	43.01'	25.00'	
C3	324.81'	148.80'	N19°31'29"E \ 263.83'	324.81'	148.80'	
C4	84.04'	840.16'	S62°41'10"W \ 84.01'			
C5	116.98'	840.16'	S51°37'43"W \ 116.88'			

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
19564 E. BREWSTER ROAD | SUITE 101
COVINGTON, LA
985.249.5186
SURVEY

PROJECT NO: 23-1448
23-1448_SD_20230831.DWG
08/29/2023

CHECKED: DCR
DRAWN BY: ALM

SHEET NAME
1-1

S:\23-0000\23-1448 ABM_RESUBDIVISION\23-1448_SD_20230831.DWG

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**

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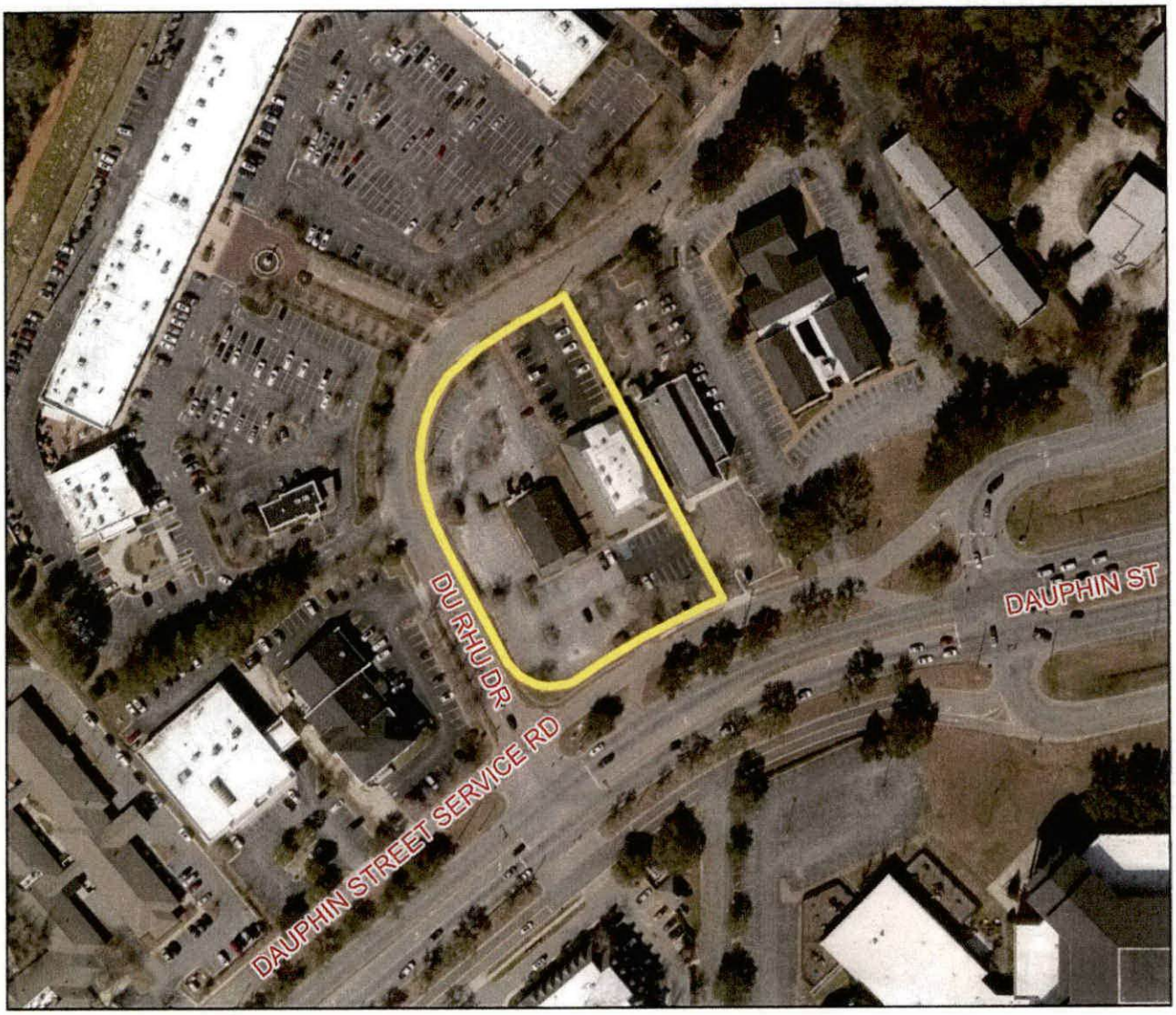
Site History 3
Staff Comments 3
Commission Considerations 6
Exhibits 9

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:

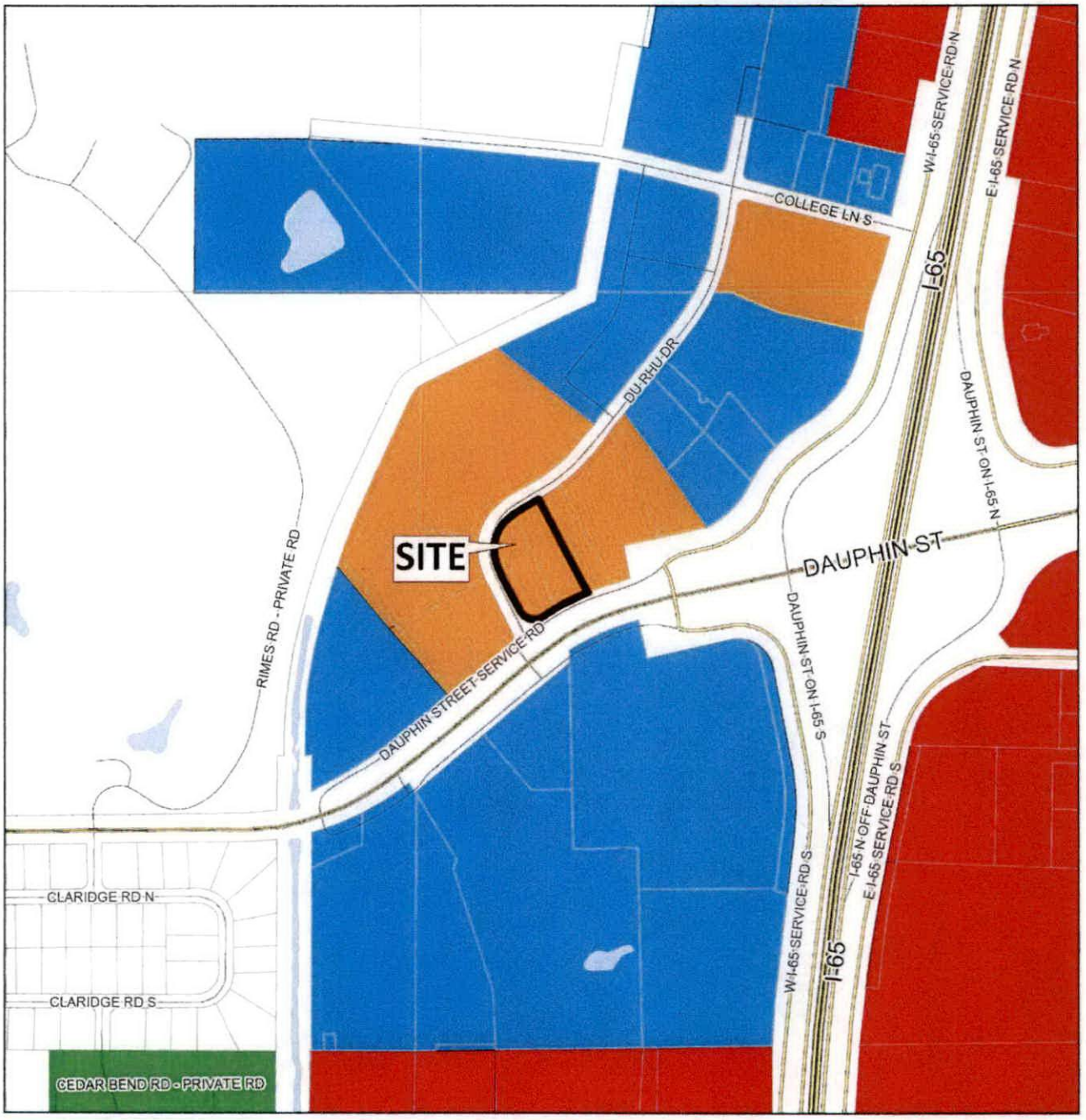
    1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; 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

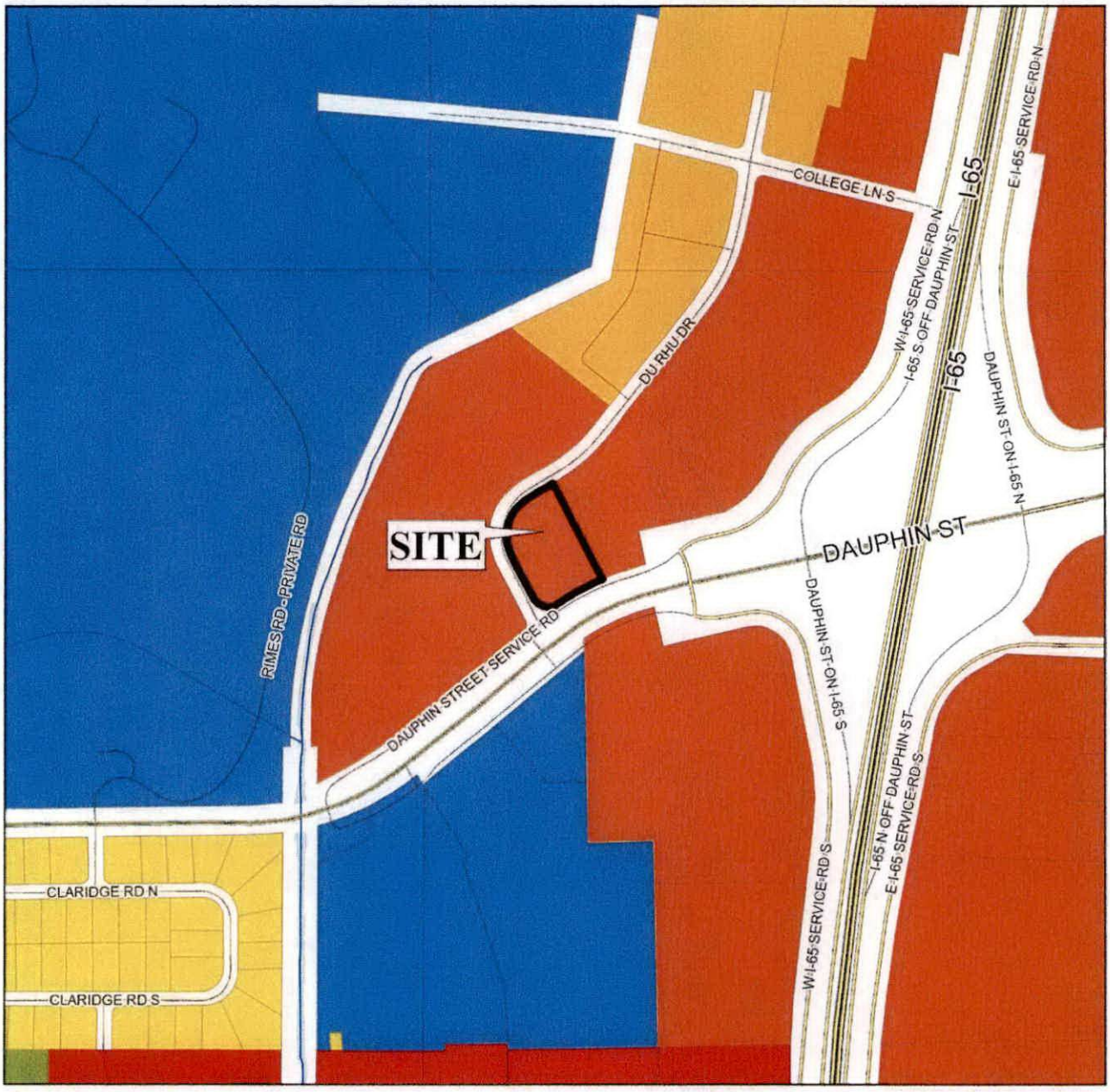
APPLICANT College Park Northwestern Quadrangle Sub, Unit 2, Resub

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

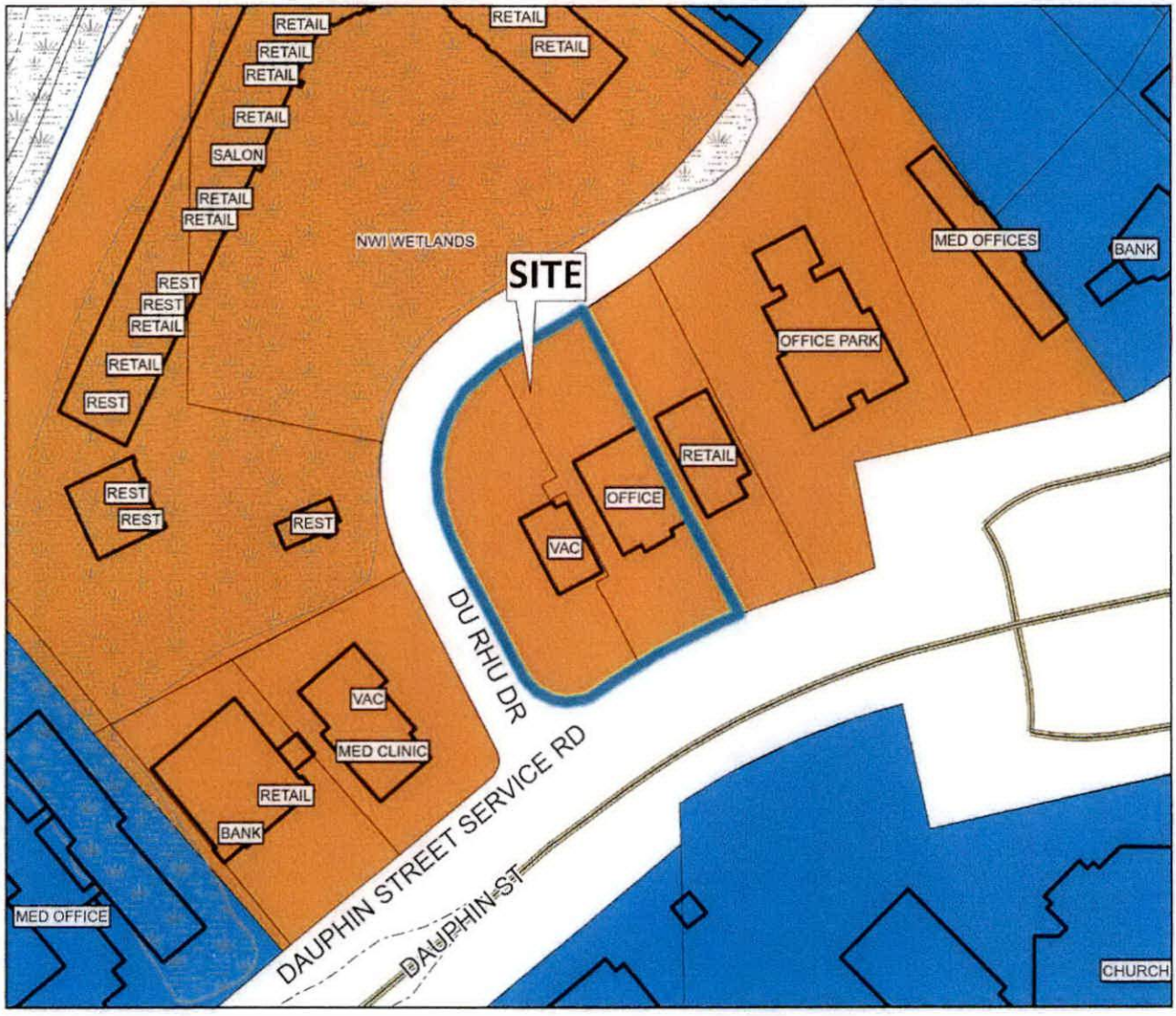
REQUEST Subdivision, PUD Modification

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

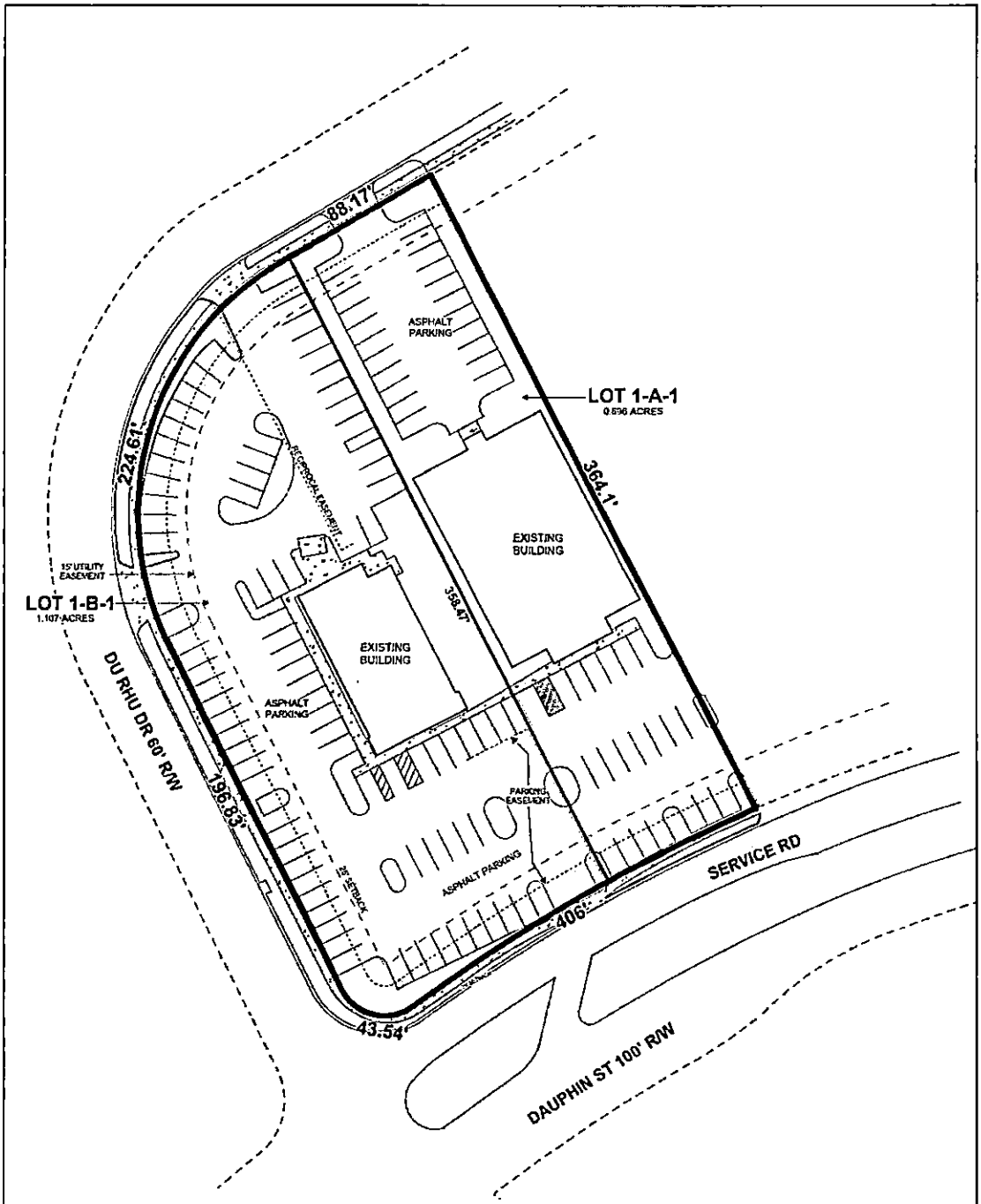
REQUEST Subdivision, PUD Modification

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 (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 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:4/9/2024

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	4/10/2024

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