AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, February 27, 2024, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   February 20, 2024

7. **COMMUNICATIONS FROM THE MAYOR**
8. **MONTHLY FINANCE REPORTS**
9. **ADOPTION OF THE AGENDA**
10. **APPEALS**

    Request of Johnnie Robinson for a waiver of the Noise Ordinance at 4791 Le Sure Road, Theodore, Al 36582 on March 2, 2024, from 6:00 p.m. - 2:00 a.m. (District 4).

    Request of Joe Ringhoffer for a waiver of the Noise Ordinance at the Fort Conde Inn on March 8, 2024, from 6:30 p.m. - 10:30 p.m. (District 2).

    Request of John Thompson for a waiver of the Noise Ordinance at 916 Charleston Street on March 16, 2024, from 11:00 a.m. - 11:00 p.m. (District 2).

    Request of Olivia Ward for a waiver of the Noise Ordinance at Public Safety Memorial Park on March 23, 2024, from 1:00 p.m. - 5:00 p.m. (District 5).

    Request of Jennifer Beverly for a waiver of the Noise Ordinance at 2121 Bragg Avenue on March 30, 2024, from 12:00 p.m. - 4:00 p.m. (District 1).

    Request of Crystal Parker for a waiver of the Noise Ordinance at Medal of

Honor Park on May 4, 2024, from 1:00 p.m. - 7:00 p.m. (District 6).

Request of Promises of Life Prison Ministry for a waiver of the Noise Ordinance at Medal of Honor Park on May 18, 2024, from 10:30 a.m. - 7:00 p.m. (District 6).

Request of Terrence Anderson for a waiver of the Noise Ordinance at Langan Park on May 4, 2024, from 10:00 a.m. - 4:00 p.m. (District 7).

11. PUBLIC HEARINGS

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

Public hearing to fix costs for demolition of the structure at 611 McDonough Street; $2,500.00 (District 1).

Public hearing to fix costs for demolition of the structure at 559 North Carolina Street; $8,700.00 (District 1).

Public hearing to fix costs for demolition of the structure at 1156 Oliver Street; $1,950.00 (District 3).

Public hearing to consider the application of Top Cat Limousine, LLC to operate a shuttle service.

12. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Derek Boulware - Give an update on the 2024 Project Homeless Connect event held on January 26, 2024.

Charlie McCants - Inform the Council about the ABA Championships and league meeting coming to Mobile in April 2024.

Tracey Glover - Comments about the welfare of the horses used in Mardi Gras parades.

Marvin Lue, Jr. - Comments calling for togetherness in confronting gun violence.

Reggie Hill - Land-use best practices, regulating the unassigned fund balance, and public safety.

13. CIP RESOLUTIONS HELD OVER

21-176 Authorize contract with JPayne Organization, LLC for pool upgrades at Taylor Park; $122,400.00 (sponsored by Councilmember C.J. Small and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

14. RESOLUTIONS HELD OVER

08-177 Approve purchase order to Southern Emergency & Rescue Vehicle Sales, LLC for 3 ambulances for MFRD; $1,098,032.13 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-178 Approve purchase order to Syn-Tech for annual renewal of fueling system software for Motor Pool; $16,988.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-179 Approve purchase order to Thinkgard, LLC for annual renewal of network protection software for MIT; $21,060.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-180 Allocate funds from Unassigned Fund Balance in the General Fund to Capital Improvement Fund MPD-Mounted Police Facility; $850,000.00 (sponsored by Mayor Stimpson) (submitted by Relya Gill McMillian, Capital Projects).

40-181 Authorize the purchase of 6160 Gaston Loop Road West for MPD Mounted Police; $839,000.00 (sponsored by Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept. and Robert Lasky, Public Safety Dept.).

60-182 Authorize Settlement Agreement and Release of Claims; Wilson (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

15. ORDINANCES BEING INTRODUCED

09-018 Ordinance amending Chapter 15, Article III, Section 15-72 of the Mobile City Code and setting term limits for membership on the Mobile Public Library Board (sponsored by Councilmember Carroll) (submitted by Michael Linder, Council Attorney).

64-019 Rezone property located at 255, 257, and 259 Dogwood Drive from R-1 to B-1 (sponsored by Councilmember Daves).

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).

16. CONSENT RESOLUTIONS BEING INTRODUCED

37-183 Recommend approval to the ABC Board for issuance of a Special Events Retail Liquor License to Callaghan's Irish Social Club; 250 Marine Street (sponsored by Councilmember Carroll).

37-184 Recommend approval to the ABC Board for issuance of a Retail Beer (Off Premises Only) Liquor License to Parkway Foodmart; 3300 Dauphin Island Pkwy. (sponsored by Councilmember Small).

37-185 Recommend approval to the ABC Board for issuance of a Retail Beer

(Off Premises Only) Liquor License to Parkway Liquor; 3300 Dauphin Island Pkwy. (sponsored by Councilmember Small).

40-186 Fix costs for demolition of the structure at 611 McDonough Street (sponsored by Councilmember Penn).

40-187 Fix costs for demolition of the structure at 559 North Carolina Street (sponsored by Councilmember Penn).

40-188 Fix costs for demolition of the structure at 1156 Oliver Street (sponsored by Councilmember Small).

58-189 Declare weeds noxious, Group 1654.

60-190 Approve award of special bonus to the Administrative Services Employee of the Month; Jones (sponsored by Mayor Stimpson) (submitted by Joseph Snowden, Administrative Services Dept.).

60-191 Determine an appropriation to St. Paul's Episcopal School serves a public service and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

60-192 Determine an appropriation to Kingdom Covenant Connections, Inc. serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

60-193 Determine an appropriation to Mothers Involved Against Gun Violence serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

60-194 Determine an appropriation to Providence Foundation serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

17. RESOLUTIONS BEING INTRODUCED

01-195 Authorize agreement with RMO Software Agreement with CWS Group, Inc. for software subscription for MPD record management; $531,000.00 (sponsored by Mayor Stimpson) (submitted by Scott Kearney, MIT).

08-196 Approve purchase order to Kitchen Equipment & Supply Co. for dishware and assorted serving supplies for Convention Center; $176,134.28 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-197 Approve purchase order to Quantico Tactical for night vision binoculars for MPD; $15,076.80 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-198 Approve purchase order to Sunbelt Fire, Inc. for fire bunker gear for MFRD; $46,200.00 (sponsored by Mayor Stimpson) (submitted by John Paine,

Purchasing Dept.).

08-199 Approve purchase order to Sunbelt Fire, Inc. for fire boots and helmets for MFRD; $39,221.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-200 Authorize contract with Duplantis Design Group, PC for design services for new community center on Dauphin Island Parkway; $63,000.00 (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-201 Authorize change order with Bay Area Contracting, Inc. for City wide facility parking lot resurfacing and spot street repair; $336,489.50 increase (sponsored by Councilmembers Penn, Carroll, Small, Reynolds, Daves, Woods, & Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

37-202 Consider the application of Top Cat Limousine, LLC to operate a shuttle service (submitted by Lisa C. Lambert, City Clerk).

18. CALL FOR PUBLIC HEARINGS

41-203 Call for public hearing to rezone property located at 255, 257, and 259 Dogwood Drive from R-1 to B-1 (scheduled for April 2, 2024) (District 5).

19. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

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	2/22/2024 - 12:50 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

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	2/22/2024 - 1:35 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

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	2/20/2024 - 2:48 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

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	2/20/2024 - 2:49 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

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	2/22/2024 - 1:37 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

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	2/20/2024 - 3:14 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Woods

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	2/20/2024 - 3:17 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Woods

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	2/20/2024 - 3:19 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Gregory

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	2/20/2024 - 3:21 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

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	2/22/2024 - 1:02 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

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	2/22/2024 - 2:21 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

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	2/22/2024 - 2:23 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

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	2/22/2024 - 2:26 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

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	2/22/2024 - 2:55 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

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	2/20/2024 - 3:26 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

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	2/20/2024 - 3:27 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

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
Accounting Leverette, Tiereney	Approved	2/22/2024 - 1:49 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

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	2/22/2024 - 1:51 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

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	2/22/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/22/2024 - 2:03 PM

From: RJHILL II
To: Gauthier, Lana
Subject: 2/27 Agenda
Date: Thursday, February 22, 2024 1:58:25 PM

CAUTION: External Email

Madam Asst. City Clerk,

Greetings! I hope this email finds you well. This is a formal request to be added to the upcoming Agenda. I will address the following:

* Land-Use Best Practices
* Regulating the Unassigned Fund Balance
* Public Safety

While it's quite difficult to get any formidable response from our reported leaders (on the record) when inquiring about serious matters that impact the quality of life for all Mobilians... it's quite refreshing, the level of meaningful interaction demonstrated by the City Clerk's Office--week after week. Thank you!

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:2/27/2024

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson and Councilmember Small

Purpose and Scope of Project:

The work will involve removing and reinstalling the current swimming pool plaster, which measures around 65 by 80 feet and varies in depth. The Contractor shall extend the cool decking approximately 4' beyond the existing cool decking to the next concrete joint. The contractor will also be responsible for repairing or replacing damaged grates covers, skimmers, handrails and ladders.

Amount of Contract:

$122,400.00

Funding Source

Project # Taylor Park - Pool Repairs PR-021-24 **Discretionary Funds**

Project String C0538 Taylor Park - Pool Repairs (20002000-48010) **Contract Number:**4895

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PR-021-24_JPayne_Taylor Park_Routing Package	Cover Memo	2/14/2024

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	2/14/2024 - 5:15 PM
Capital	Rhodes, Brenda	Approved	2/15/2024 - 10:59 AM

Legal	Kern, Chris	Approved	2/15/2024 - 12:46 PM
Mayors Office	Barber, James	Approved	2/15/2024 - 1:04 PM

R E S O L U T I O N

2024

Sponsored by:
Mayor William S. Stimpson and Councilmember C.j. Small

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: JPayne Organizations, LLC

Project Name: Taylor Park - Pool Repairs

Project Number: PR-021-24

Amount: $122,400.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #

(2 COPIES REQUIRED)

PROJECT NAME: Taylor Park - Pool Repairs

CAPITAL PROJECT #: C0538 (20002000-48010)

CONTRACT AMOUNT: $122,400.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-021-24

PROJECT DESCRIPTION: The work will involve removing and reinstalling the current swimming pool plaster, which measures around 65 by 80 feet and varies in depth. The Contractor shall extend the cool decking approximately 4' beyond the existing cool decking to the next concrete joint. The contractor will also be responsible for repairing or replacing damaged grates covers, skimmers, handrails and ladders.

VENDOR NAME: JPayne Organizations, LLC

VENDOR NUMBER: 294936

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y X** **N** ___ ; 5% of the 1st 50% **X** or

If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

*****General Construction requires Change Order for 10% overages***.

Prepared by: *Emma Dean* – Office Assistant I **Date:** 02/14/2024

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

and the Contractor:
(Name, legal status, address and other information)

JPayne Organizations, LLC
2655 Airport Blvd
Mobile, AL 36606
City of Mobile Business License Number: 46564
Secretary of State Registration Number: 000-429-657

for the following Project:
(Name, location and detailed description)

PR-021-24: Taylor Park - Pool Repairs
1050 Baltimore St, Mobile, AL 36605
Scope shall consist of demolition of the existing pool plaster & tile and installing new plaster & pool tile to match existing. The contractor will also be repairing damaged grates covers and skimmers.

The Architect:
(Name, legal status, address and other information)

Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-182702

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than Sixty (60) calendar days from the date of the Notice to Proceed for commencement of the Work. Substantial Completion shall be reached on or before May 6, 2024.

§ 3.3.2 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.
(Table deleted)
(Paragraph deleted)

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User Notes:

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **One Hundred Twenty-Two Thousand Four Hundred** and 00/100 ($ **122,400.00**), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	**$114,900.00**
Contingency Allowance:	**$5,000.00**
Accessory Allowance:	**$2,500.00**
Total Bid:	**$122,400.00**
Total Contract Sum:	**$122,400.00**

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	N/A

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Contingency Allowance: Five Thousand and 00/100 ($ 5,000.00)

Accessory Allowance: Two Thousand Five Hundred and 00/100 ($ 2,500.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

(Table deleted)

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Unit description	Type of unit ex. Sf, Lf, yard	

§ 4.5 Liquidated damages:

(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

Init.
/
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§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty (40) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified.

.3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:

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(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2
(Paragraphs deleted)
Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

(Paragraphs deleted)
§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment
§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:
•Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
a.) Contractor's Release or Waiver of Liens
b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
•Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
•Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
•Any additional close out requirements per the contract documents; and
•Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

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The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that JPayne Organizations, LLC. has completed the contract for PR-021-24, Taylor Pool Repairs, 1050 Baltimore St., Mobile, AL 36605. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Owner will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)
This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraphs deleted)
§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:

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(Name, address, email address, and other information)

Director, REAM
P.O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Joseph Payne, Owner
2655 Airport Blvd
Mobile, AL 36606
J.Payne@live.com
251-471-0001

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
.4 Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
.7 Claims for bodily injury or property damage arising out of completed operations; and
.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America.

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee

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C. Bodily Injury by Disease $1,000,000 each policy

.3 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property Damage	$1,000,000 each occurrence; or
C.	Bodily Injury and Property Damage	$1,000,000 combined single limit

.4 Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property Damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.
H. Explosion and Collapse Hazard:
Included or X Not Applicable.
I. Underground Hazard:
Included or X Not Applicable.

.5 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,
C.	Bodily Injury and Property damage	$1,000,000 combined single limit

.6 Umbrella/Excess Liability: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

.7 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by

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others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

.10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

.12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on

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account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).

2. Power of Attorney is required for both bonds.

3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

4. A Surety licensed to do business in the State of Alabama must execute the bonds.

5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6
(Paragraphs deleted)
Indemnification:
Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other provisions:

Contractor shall provide a minimum One (1) year warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required

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by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

(Paragraph deleted)

.2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

.3 Drawings

Number	Title	Date

.4 Specifications

Section	Title	Date
01010	Summary of Work	1/24/2024
01210	Allowances	1/24/2024
01310	Project Management & Coordination	1/24/2024
01320	Construction Progress Documentation	1/24/2024
01330	Submittal Procedures	1/24/2024
01635	Substitution Procedures	1/24/2024
01700	Execution Requirements	1/24/2024
01731	Cutting and Patching	1/24/2024
01770	Close out Procedures	1/24/2024
017839	Project Record Documents	1/24/2024
033100	Site Concrete	1/24/2024
079200	Joint Sealants	1/24/2024
099113	Exterior Painting	1/24/2024
099600	High-Performance Coatings	1/24/2024
099011	Concrete Sealer	1/24/2024
131105	Structural Demolition	1/24/2024
131108	Epoxy Adhesives	1/24/2024
131108.4	Water Stops, Sealants and Non-Shrink Grout	1/24/2024
131109.01	Quartz Plaster Pool Coating	1/24/2024
131109.07	Pool Surface Preparation	1/24/2024
131110.01	Pool Signage	1/24/2024

.5 Addenda, if any:

Number	Date
Addendum 1	1/31/2024

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract

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Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other Exhibits:

§ 9.2
(Paragraphs deleted)
Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Exhibit A – Pool Consultant's Report	Assessment	8/22/2022	14
Exhibit B – Request for Waiver of Disadvantaged Business Enterprise (DBE) Goal		1/18/2024	2
Exhibit C - Images of Taylor Park Pool			6

(Paragraphs deleted)
§ 9.2.1 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Office of Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703 with DBE Utilization Report
	Certificate of Substantial Completion-AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706
	Contractor's Affidavit of Release of Liens-AIA Document G706A
	Consent of Surety to Final Payment-AIA Document G707
	Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction-AIA Document A201

§ 9.2.2 Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood

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User Notes:

Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

§ 9.2.3 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

§ 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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User Notes:

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This Agreement entered into as of the day and year first written above.

Owner: City of Mobile	Legal Name of Party to Contract: Contractor: JPayne Organizations, LLC
OWNER *(Signature)*	**CONTRACTOR** *(By Signature)*
William S. Stimpson, Mayor *(Rows deleted)* *(Printed name and title)*	Joseph Payne, Owner *(Printed name and title)*

ATTEST:

City Clerk

CELESTE PELTIER
NOTARY PUBLIC
My Commission Expires 11-7-2026
ALABAMA STATE AT LARGE

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Joseph Payne as Owner of JPayne Organizations, LLC and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 19 day of Feb, 20 24.

NOTARY PUBLIC
My Commission Expires: 11/7/2026

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User Notes:

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor **JPayne Organizations, LLC 2655 Airport Blvd Mobile, AL 36606**, hereinafter called the Principal, and Philadelphia Indemnity Insurance Company 231 St. Asaph's Rd, Suite 100, Bala Cynwyd, PA 19004, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of One Hundred Twenty-Two Thousand Four Hundred and 00/100 ($122,400.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2024 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete PR-021-24: Taylor Park - Pool Repairs 1050 Baltimore St, Mobile, AL 36605, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 12th day of February, 2024.

CONTRACTOR AS PRINCIPAL

Company: JPayne Organizations, LLC
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

SURETY

Company: Philadelphia Indemnity Insurance Company
(Corporate Seal)

By: _____
(Signature)

Name and Title: David Gonsalves, Attorney In - Fact

Resident Agent: _____
(Signature)

Name and Title: David Gonsalves, Attorney In - Fact
Company Name: Philadelphia Indemnity Insurance Company
Address: 6701 Carmel road Suite 250
Charlotte, NC 28226
Phone and Fax: (800)-438-1162, (704) 364-3214

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

Bond# CE12055700135

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

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

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

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

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

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

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

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

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Montgomery County
My commission expires November 3, 2024
Commission number 1366394
Member, Pennsylvania Association of Notaries

Notary Public: Vanessa McKenzie

residing at: Bala Cynwyd, PA

My commission expires: November 3, 2024

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

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 12th day of February 2024

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor **JPayne Organizations, LLC**

2655 Airport Blvd Mobile, AL 36606, as Principal, and Philadelphia Indemnity Insurance Company 231 St. Asaph's Rd, Suite 100, Bala Cynwyd, PA 19004, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of of One Hundred Twenty-Two Thousand Four Hundred and 00/100 ($122,400.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2024 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete PR-021-24: Taylor Park - Pool Repairs, 1050 Baltimore St, Mobile, AL 36605, which**, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect.
PROVIDED, however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint David Gonsalves **Attorney-In-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 12 day of February, 2024

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: Joseph Payne

SURETY
Company: Philadelphia Indemnity Insurance Company
(Corporate Seal)

By: _____
(Signature)

Name and Title: David Gonsalves, Attorney - In - Fact

Resident Agent: _____
(Signature)

Name and Title: David Gonsalves, Attorney - In - Fact
Company Name: Philadelphia Indemnity Insurance Company
Address: 6701 Carmel road Suite 250
Charlotte, NC 28226
Phone and Fax: (800)-438-1162, (704) 364-3214

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

Bond# CE12055700135

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

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

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

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

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

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

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

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

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Montgomery County
My commission expires November 3, 2024
Commission number 1366394
Member, Pennsylvania Association of Notaries

Notary Public: Vanessa McKenzie

residing at: Bala Cynwyd, PA

My commission expires: November 3, 2024

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

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 12th day of February 2024

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	JPAYNE ORGANIZATION
Address	2655 AIRPORT BLVD MOBILE AL 36606
Telephone	251-471-0001
E-Mail	J.Payne@live.com

RFP/RFQ Solicitation Number	PR 021-24
Project Description	Taylor Park Pool Repair
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male 4 Female 1 Minority 4 Non-minority 1 SDVO _____ Total #of Employees 5

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Joseph Payne

Signature: _____ Date: 2/7/24

Title: Owner

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Joseph Payne Title: Owner

Email: J.Payne@live.com Phone: 251-471-0001

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company JPayne Organization Your Bid/Proposal Amount $ 123,400 Date: 5/7/24 / / Description Taylor Park Pool Repair

Name of Bidder/Proposer: JPayne Organization

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
JPayne Organization	251-471-0001	Manage/ All Other	58100	47	Y	
Freedom Construction	2512696435	Demo/ Cement	22300	17	N	
Coastal Plastering	2514237419	Coating	43000	34	N	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: JPayne Organization

Contact Person: Joseph Payne Phone 251-471-0001 Email J.Payne@live.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
X		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
X		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
X		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
X		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	X	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	X	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

X		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	X	**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	X	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Alabama Secretary of State

JPayne Organizations, LLC	
Entity ID Number	000-429-657
Entity Type	Domestic Limited Liability Company
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	01/26/2009
Registered Agent Name	PAYNE, JOSEPH
Registered Office Street Address	5253 HWY 90 B MOBILE, AL 36619
Registered Office Mailing Address	Not Provided
Nature of Business	ACQUIRE/OWN/LEASE/MANAGE/RENT REAL PROPERTY
Members	
Member Name	PAYNE, JOSEPH
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Annual Reports	
Report Year	2010 2011 2012 2015 2016 2017 2018 2019 2020 2021 2022 2023
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	01/26/2009 Certificate of Formation 2 pgs.

Browse Results New Search

Company ID Number: 468942
Client Company ID Number: 685566

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer **jpayne organization**

Joseph Payne	Owner
Name (Please Type or Print)	**Title**
	6/26/13
Signature	**Date**

E-Verify Employer Agent **Alabama Department of Homeland Security**

Donyelle Marshall	
Name (Please Type or Print)	**Title**
Electronically Signed	06/26/2013
Signature	**Date**

Department of Homeland Security – Verification Division

Name (Please Type or Print)	**Title**
Signature	**Date**

Information Required
For the E-Verify E-Verify Employer Agent Program

Information relating to your Company:

Company Name: jpayne organization

Company ID Number: 468942
Client Company ID Number: 685566

Company Facility Address:	2655 airport blvd
	mobile, AL 36606
County or Parish:	MOBILE
Employer Identification Number:	202394360
North American Industry Classification Systems Code:	813
Administrator:	Joseph Payne
Number of Employees:	1 to 4

Phone: (251)208-7896

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/08/2024

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	CONTACT NAME:	Stacy P. Baria, CISR	
Millsaps Insurance Agency 519 Azalea Road Mobile, AL 36609	PHONE (A/C, No, Ext):	(251)344-0427	FAX (A/C, No): (251)380-0002
	E-MAIL ADDRESS:	stacy@millsapsinsurance.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Alabama Home Builders Self Insured Fund	
INSURER B :	Safety National Casualty Corporation	15105
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Joseph Payne
DBA: JPayne Organizations, LLC
2655 Airport Blvd.
Mobile, AL 36606

COVERAGES **CERTIFICATE NUMBER: 00010690-0** **REVISION NUMBER: 1**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		37211	01/01/2024	12/31/2024	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Work Comp Excess			SP4067497	01/01/2024	12/31/2024	Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project Name: Taylor Park - Pool Repairs Project Number: PR-021-24

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile, AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Stacy Baria (SPB)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/14/2024

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 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:	
Advanced Insurance Resources, Inc. P. O. Box 9787 Mobile, AL 36691	PHONE (A/C, No, Ext): 251-660-0076	FAX (A/C, No): 251-660-1594
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : RVU/CRUM&FORSTER	
INSURED	INSURER B :	
JPayne Organization, LLC 2655 AIRPORT BLVD MOBILE, AL 36606	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR ✓ Contractual liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ✓ PRO-JECT ☐ LOC			GLO-101614	11/09/23	11/09/24	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE 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 Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

City Of Mobile is included as additional insured with respect to general liability , General liability shall be primary and non contributory with a waivor of subrogation in favor of The City Of Mobile

re: Project : PR-021-024 (Taylor Park- Pool Repairs)

CERTIFICATE HOLDER

City Of Mobille
P O Box 1827
Mobile, Alabama 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

Richard F Thompson Sr

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/8/2024

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

StateFarm

STATE FARM INSURANCE
STEVE HOLLEY, AGENT
7221 GRELOT RD STE A
MOBILE AL 36695

CONTACT NAME: ASHLEY BUTLER
PHONE (A/C, No, Ext): 2517767797 **FAX (A/C, No):** 2517767705
E-MAIL ADDRESS: ASHLEY.BUTLER.M1KU@STATEFARM.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

JPAYNE ORGANIZATION, LLC
JOSEPH PAYNE
2655 AIRPORT BLVD
MOBILE AL 36606

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	225 8175-E20-01C	11/20/2023	05/20/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	☒ UMBRELLA LIAB ☒ OCCUR	Y	Y	01-BZ-M431-8	04/29/2023	04/29/2024	EACH OCCURRENCE	$ 2,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 2,000,000
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

City of Mobile is included as an Additional Insured in respect to Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to Automobile Liability and Umbrella Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).
PR-021-24: (Taylor Park - Pool Repairs)

CERTIFICATE HOLDER

CITY OF MOBILE
P.O. BOX 1827
MOBILE AL 36633-1827

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Ashley Butler

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 02/14/2024

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY	PHONE (A/C, No, Ext): +1 800 431 4836	COMPANY
INSURANCELINK PO BOX 10197 JACKSONVILLE, FL 32247-0197		American Zurich Insurance Company
FAX (A/C, No):	E-MAIL ADDRESS: info@insurancelinkdirect.com	
CODE: 61146437	SUB CODE:	
AGENCY CUSTOMER ID #:		

INSURED	LOAN NUMBER	POLICY NUMBER
JPayne Organization LLC 2655 Airport Blvd Mobile, AL 36606		BR78594460
	EFFECTIVE DATE: 02/14/2024 / EXPIRATION DATE: 08/14/2024	☐ CONTINUED UNTIL TERMINATED IF CHECKED
	THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION

LOCATION/DESCRIPTION

150 Baltimore Street
Mobile, AL 36605

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk Coverage Form		$1,000
Renovations and Improvements	$122,400	
All Covered Property at all Locations	$122,400	

REMARKS (Including Special Conditions)

Wind Deductible 3%

Project# PR-021-24 (Taylor Park - Pool Repairs)

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.

ADDITIONAL INTEREST

NAME AND ADDRESS		
City of Mobile P.O. Box 1827 Mobile, AL 36633-1827	☐ MORTGAGEE ☐ LOSS PAYEE	☒ ADDITIONAL INSURED
	LOAN #	
	AUTHORIZED REPRESENTATIVE: Chelsea Amanda Dierking	

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Disclosure Statement



It is our pleasure to present the enclosed policy to you
for presentation to your customer.

INSTRUCTION TO AGENT OR BROKER:

WE REQUIRE THAT YOU TRANSMIT THE ATTACHED/ENCLOSED DISCLOSURE STATEMENT TO THE CUSTOMER WITH THE POLICY.

Once again, thank you for your interest, and we look forward to meeting your needs and those of your customers.

Disclosure Statement

NOTICE OF DISCLOSURE FOR AGENT & BROKER COMPENSATION

If you want to learn more about the compensation Zurich pays agents and brokers visit:

https://www.zurichna.com/producercompensation

or call the following toll-free number: (866) 903-1192.

This Notice is provided on behalf of Zurich American Insurance Company

and its underwriting subsidiaries.

BUILDERS RISK COVERAGE DECLARATIONS

The Declarations, Supplemental Declarations, Common Policy Conditions, Commercial Inland Marine Conditions, Coverage Form(s) And Endorsement(s), if any, issued to and forming a part thereof, complete the Commercial Insurance Policy numbered as follows:

American Zurich Insurance Company
A Stock Company
Administrative Office: 1299 Zurich Way
Schaumburg, IL 60196 Phone: 800-382-2150

THIS IS A COINSURANCE CONTRACT

Please read your policy.

☒ **New Policy** **BR78594460**
☐ **Renewal of**
☐ **Rewrite of**

In return for the payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy.

1. Named Insured and Mailing Address:

JPayne Organization LLC
2655 Airport Blvd
Mobile, AL 36606

2. Producer Information:

A Name: INSURANCELINK
PO BOX 10197
JACKSONVILLE, FL 32247-0197
B Telephone # +1 800 431 4836
C Fax #
D Zurich Producer # 61146437
E Field Office Name
F Field Office Code

3. Policy Period – From: 02/14/2024 **To:** 08/14/2024
12:01 a.m. at your mailing address above.

4. Form of Business: ☐ **Individual** ☐ **Partnership** ☐ **Corporation** ☐ **Joint Venture** ☒ **Other** LLC

5. Limits of Insurance (*either* One-Shot *or* Reporting Form *as indicated below*)

☒ **SUPPLEMENTAL DECLARATIONS**
(If this box is checked, Supplemental Declarations is attached to and forms a part of this policy)

☐ **Reporting Form (continuous policy)**
☐ **Annual Rate** ☐ **Monthly Rate (HBIS – 4)**

A)	Any one building or structure	$
B)	All covered property at all locations	$
C)	Rate	Per Report
D)	Premium	Per Report
E)	Total Taxes and Surcharges (per attached endorsement – N/A in NY)	Per Report
F)	**Total Fully Earned Policy Premium**	Per Report

☒ **One-Shot (non-reporting form/single structure policy)**
☐ **1-4 Family Dwelling** ☒ **Commercial Structure**

Property Location
150 Baltimore Street
Mobile, AL 36605

New Construction

A)	Any one building or structure	$	122,400
B)	All covered property at all locations (same as A unless otherwise noted)	$	122,400

Remodeling

D)	Renovations and improvements	$	See new construction
E)	Existing buildings or structures	$	
F)	Rate	$	0.413
G)	Premium	$	506.00
H)	Total Taxes and Surcharges (per attached endorsement)	$	0.00
I)	**Total Fully Earned Policy Premium** (minimum premium applicable)	$	506.00

6. Deductible: ☐$500 ☒$1,000 ☐$2,500 ☐$5,000 ☐Other

7. Forms Applicable To This Coverage Part:
SEE SCHEDULE OF FORMS AND ENDORSEMENTS

Countersigned: 2/14/2024 By: Nicole Gonzalez
Date Authorized Representative

FM-170001 (04-10)

BUILDERS RISK COVERAGE SUPPLEMENTAL DECLARATIONS

Policy Number: BR78594460
Policy Type: ☐ **Reporting Form (continuous policy) OR** ☒ **One Shot (non-reporting form/single structure policy)**

ADDITIONAL COVERAGES (COVERAGE FORM)	**LIMIT OF INSURANCE**
a. Collapse	Included
b. Scaffolding, Construction Forms And Temporary Structures	$ 50,000
Re-erection Of Scaffolding	$ 25,000
c. Debris Removal	$ 50,000
d. Back-Up Or Overflow Of Sewers, Drains Or Sumps	$ 25,000
e. Fire Department Service Charge	$ 25,000
f. Valuable Papers And Records	$ 50,000
g. Pollutant Clean-Up And Removal	$ 25,000
h. Ordinance Or Law – Direct Damage	
Loss To The Undamaged Portion Of The Building	Included
Demolition Cost	$ 122,400
Increased Cost Of Construction	$ 122,400
Combined Aggregate For Demolition Cost And Increased Cost Of Construction	$ 122,400
i. Preservation Of Property	Included
j. Rewards	$ 25,000
k. Property At A Temporary Storage Location	$ 25,000
l. Property In Transit	$ 25,000
m. Claim Preparation Expense	$ 10,000
n. Contract Penalties	$ 25,000

OPTIONAL ADDITIONAL COVERAGES (ENDORSEMENTS)

☐ **Business Income (HBIS-95)**	$
Anticipated Project Completion Date	
Monthly Limit Of Indemnity	(fraction)
Deductible Period	days
Civil Authority	
☐ **Business Income And Extra Expense (HBIS-82)**	$
Anticipated Project Completion Date	
Monthly Limit Of Indemnity	(fraction)
Deductible Period	days
Business Income	
Extra Expense	
Civil Authority	
☐ **Development Or Subdivision Fences, Walls And Signs (HBIS-58)**	$
☐ **Expediting Expense (HBIS-93)**	$
☐ **Extra Expense (HBIS-92)**	$
☐ **Marine Model Home Contents Coverage (☐ HBIS-52 – OR -- ☐ HBIS-77)**	$
☐ **Soft Costs Coverage (HBIS-88)**	$
Anticipated Project Completion Date	
Deductible Period	days
Expense To Mitigate Loss	
Civil Authority	
☐ **Builders Risk Green Building (HBIS-96)**	
Limit Of Liability	$
"LEED® Building Rating"	

Policy Number BR78594460

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured: JPayne Organization LLC

Effective Date: 02/14/2024
12:01 A.M., Standard Time

Agent Name: INSURANCELINK

Agent No.: 61146437

FM170001(04/10), HBIS-91(01/20), U-GU-619-A CW(10/02), U-GU-319-F(01/09), 40471(01/20), HBIS-1(04/09), HBIS-43(01/20), HBIS-67(01/20), HBIS-83(06/17), HBIS-84(04/09), U-GU-630-E CW(01/20), U-GU-767-B CW(01/15), IL0003(09/08), CM0001(09/04), CM 0144(05/08), IL0190(04/15), IL0017(11/98), 1001NR(01/20), U-GU-1191-A CW(03/15)

Important Notice – In Witness Clause

In return for the payment of premium, and subject to the terms of this policy, coverage is provided as stated in this policy.

IN WITNESS WHEREOF, this Company has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly Authorized Representative(s).

[ ] [ ]

President *Corporate Secretary*

QUESTIONS ABOUT YOUR INSURANCE? Your agent or broker is best equipped to provide information about your insurance. Should you require additional information or assistance in resolving a complaint, call or write to the following (please have your policy or claim number ready):

Zurich in North America
Customer Inquiry Center
1299 Zurich Way
Schaumburg, Illinois 60196-1056
1-800-382-2150 (Business Hours: 8am - 4pm [CT])
Email: info.source@zurichna.com

Builders Risk Coverage Form

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Words and phrases that appear in quotation marks have special meaning. Refer to Section **F. DEFINITIONS**.

Coverage provided by Coverage Form is also subject to all Conditions in the Common Policy Conditions and Commercial Inland Marine Conditions forms.

A. COVERAGE

We will pay for direct physical loss or damage to Covered Property from a Covered Cause of Loss described in this Coverage Form.

1. Covered Property, as used in the Coverage Form, means:

Property which has been installed or is to be installed in any "commercial structure" or any one to four family dwelling, private garage or other structure that will be used to service the "commercial structure" or one to four family dwelling at the location which you have reported to us. This includes:

a. Your property;

b. Property of others for which you are legally responsible;

c. Paving, curbing, fences and outdoor fixtures;

d. Trees, shrubs, plants, grass, lawns and landscaping materials installed by you or on your behalf;

e. Completed single family dwelling which is being used as a model home when reported to us as such on monthly reports with an amount shown; and

f. Foundations of buildings and foundations of structures in the course of construction.

2. Property Not Covered

Covered Property does not include:

a. Existing buildings or structures to which an addition, alteration, improvement, or repair is being made, unless specifically endorsed;

b. Plans, blueprints, designs or specifications, except as provided in paragraph **A.4. Additional Coverage** of this Coverage Form;

c. Land and water;

d. "Existing inventory", unless specifically endorsed;

e. Contractors' tools, equipment, machinery and property of a similar nature not designated to be a permanent part of the location which you have reported to us; and

f. Outdoor trees, shrubs, plants, grass, lawns and landscaping materials that existed prior to the policy's effective date at a location which you have reported to us.

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3. Covered Cause Of Loss

Covered Cause of Loss means risk of direct physical loss or damage to Covered Property except those causes of loss listed in Section **B. EXCLUSIONS**.

4. Additional Coverages

a. Collapse

We will pay for direct physical loss or damage to Covered Property, caused by "collapse" of all or part of a building or structure insured under this Coverage Form, if the "collapse" is caused by one or more of the following:

(1) Fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riots; civil commotion; vandalism; breakage of glass; falling objects; weight of snow, ice or sleet;

(2) "Water damage", but only if the causes of loss are otherwise covered in this Coverage Form;

(3) Hidden decay;

(4) Hidden insect or vermin damage;

(5) Weight of people or personal property;

(6) Weight of rain that collects on a roof; or

(7) Use of defective materials or methods in construction, remodeling or renovation if the "collapse" occurs during the course of the construction, remodeling or renovation.

This Additional Coverage does not increase the Limits of Insurance provided in the Coverage Form.

b. Scaffolding, Construction Forms And Temporary Structures

(1) We will pay for direct physical loss or damage caused by or resulting from a Covered Cause of Loss to scaffolding, construction forms and temporary structures, including fully enclosed office and tool trailers, but only while they are at a construction site you have reported to us. The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Scaffolding, Construction Forms And Temporary Structures.

(2) We will also pay for the cost of re-erection of the scaffold if the loss or damage of the scaffolding is caused by or results from a Covered Cause of Loss. The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Re-erection Of Scaffolding.

No deductible applies to this Additional Coverage.

c. Debris Removal

We will pay your expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss under this Coverage Form. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage. If the sum of the loss or damage and debris removal expenses exceeds the Limit of Insurance applicable to the property, we will pay an additional amount of debris removal expenses you incur in excess of the Limit of Insurance applicable to the property up to, but not exceeding the Limit of Insurance shown in the Supplemental Declarations for Debris Removal.

This Additional Coverage does not apply to costs to:

(1) Extract "pollutants" from land or water; or

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(2) Remove, restore or replace polluted land or water.

No deductible applies to this Additional Coverage.

d. Back-Up Or Overflow Of Sewers, Drains Or Sumps

We will pay for loss or damage to Covered Property caused by water that backs up or overflows from a sewer, drain or sump from within the reported location.

The most we will pay for all loss or damage caused by or resulting by back-up or overflow of sewers, drains or sumps is the Limit of Insurance, for any one occurrence, shown in the Supplemental Declarations for Back-Up Or Overflow Of Sewers, Drains Or Sumps.

No deductible applies to this Additional Coverage.

e. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay for your liability for the fire department service charges which are:

(1) Assumed by contract or agreement prior to loss or damage; or

(2) Required by local ordinance or law.

The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Fire Department Service Charge.

No deductible applies to this Additional Coverage.

f. Valuable Papers And Records

We will pay for direct physical loss or damage to "valuable papers and records" caused by or resulting from a Covered Cause of Loss.

When there is a duplicate, we will pay for the blank materials for reproducing the records and labor to transcribe or copy the records. When there is no duplicate, we will pay the costs to research, replace, restore or reproduce the lost information on lost or damaged "valuable papers and records".

The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Valuable Papers And Records.

No deductible applies to this Additional Coverage.

g. Pollutant Clean-Up And Removal

We will pay your expense to extract "pollutants" from land or water at locations reported to us if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from land or water.

The most we will pay for this Additional Coverage is the Limit of Insurance shown on the Supplemental Declarations for Pollutant Clean-Up And Removal during each separate 12 month period from the effective date of the policy.

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No deductible applies to this Additional Coverage.

h. Ordinance Or Law – Direct Damage

(1) Coverage For Loss To Undamaged Portion Of The Building Or Structure

(a) If a Covered Cause of Loss occurs to Covered Property at the construction site reported to us, we will pay for loss or damage to the undamaged portion of the property as a consequence of enforcement of any ordinance or law that:

(i) Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;

(ii) Regulates the construction or repair of property, or establishes zoning or land use requirements at the construction site; and

(iii) Is in force at the time of loss or damage.

(b) Coverage for loss or damage to the undamaged portion of the structure is included within the applicable Limit of Insurance for that location. This is not additional insurance.

(2) Demolition Cost Coverage

(a) If a Covered Cause of Loss occurs to Covered Property at the construction site reported to us, we will pay the cost to demolish and clear the construction site of undamaged parts of the property, as a consequence of enforcement of building, zoning or land use ordinance or law.

(b) The most we will pay for Demolition Cost Coverage is the amount of loss or damage or the Limit of Insurance shown in the Supplemental Declarations for Demolition Cost, whichever is less.

(3) Increased Cost Of Construction Coverage

(a) If a Covered Cause of Loss occurs to Covered Property at the construction site reported to us, we will pay for the increased cost necessary to repair, rebuild or reconstruct the damaged portions of that Covered Property when the increased cost is a consequence of enforcement of building, zoning or land use ordinance or law. If the Covered Property is repaired or rebuilt, it must be intended for the same occupancy as the property prior to the loss or damage, unless otherwise required by zoning land use ordinance or law.

(b) If the ordinance or law requires relocation to another site, we will pay the increased cost of construction at the new site as set forth below in paragraph **(c)** below.

(c) The most we will pay for Increased Cost of Construction Coverage is the amount of loss or damage or the Limit of Insurance shown in the Supplemental Declarations for Increased Cost Of Construction, whichever is less.

(d) We will not pay under this coverage for costs associated with the enforcement of any ordinance or law that was in effect prior to the start of the construction at the location you have reported to us.

(4) The most we will pay in total for Demolition Cost Coverage and Increased Cost of Construction Coverage for loss or damage from any one occurrence is the Limit of Insurance shown in the Supplemental Declarations for Combined Aggregate For Demolition Cost And Increased Cost Of Construction.

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(5) We will not pay under this Additional Coverage for costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".

(6) We will not pay under this Additional Coverage for costs associated with the enforcement of any ordinance or law for existing buildings or structures.

i. Preservation Of Property

If it is necessary to move Covered Property from the location reported to us or described on the Declarations, to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

(1) While it is being moved or while temporarily stored at another location; and

(2) Only if the loss or damage occurs within 30 days after the property is first moved.

This Additional Coverage is part of, and not in addition to, the Limit of Insurance applicable to the Covered Property.

j. Rewards

At our option, we may reimburse you for rewards you pay, other than to you, your partners or officers, for information which leads to the conviction of any one or more persons responsible for loss or damage covered under this Coverage Form. Payment and the amount of any reimbursement will be at our sole discretion.

The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Rewards.

k. Property At A Temporary Storage Location

We will pay for direct physical loss or damage caused by a Covered Cause of Loss to Covered Property while temporarily in storage at a location other than a location which you have reported to us.

We will not pay under this Additional Coverage for property in storage if the property has not been specifically allocated to or otherwise identified with a covered building or structure.

The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Property At A Temporary Storage Location.

l. Property In Transit

We will pay for direct physical loss or damage caused by a Covered Cause of Loss to Covered Property while in transit.

The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Property In Transit.

m. Claim Preparation Expense

We will reimburse your actual costs for reasonable and necessary claim preparation expenses, as requested by us for determining the amount of loss or damage, prior to finalizing a claim adjustment, as a result of a Covered Cause of Loss.

(1) Claim preparation expense means the expense incurred by you for:

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(a) Your employees to produce or certify any particulars or details contained within your books or documents, or such other proofs, information or evidence required by us;

(b) Taking inventory, conducting independent appraisals, or gathering and preparing other data to substantiate the amount of loss or damage; and

(c) Services provided by accountants, auditors, contractors, architects and engineers or other professionals solely for the purpose of determining the amount of loss or damage.

(2) Claim preparation expense does not mean the expense incurred for:

(a) Negotiating or presenting any claim that we have disputed or denied;

(b) Attorneys, public adjusters, loss appraisers or loss consultants; or

(c) Examinations under oath, even if requested by us.

This Additional Coverage does not apply until a claim for covered loss or damage to Covered Property has been submitted to and accepted by us. In the event that the amount of covered loss or damage does not exceed the applicable Deductible, no coverage will apply under this Additional Coverage.

The most we will pay for this Additional Coverage in any one occurrence is the Limit of Insurance shown in the Supplemental Declarations for Claim Preparation Expense.

No deductible applies to this Additional Coverage.

n. Contract Penalties

If the first Named Insured is a general contractor, we will pay contractual penalties the first Named Insured is legally liable to pay under the provisions of a written construction contract signed prior to the start of construction for late or non-completion of construction due to direct physical loss or damage to Covered Property from a Covered Cause of Loss at the location which you have reported to us.

The most we will pay for this Additional Coverage in any one occurrence is the Limit of Insurance shown in the Supplemental Declarations for Contract Penalties.

No deductible applies to this Additional Coverage.

Paragraph **2.e.** of Section **B. EXCLUSIONS** does not apply to this Additional Coverage.

B. EXCLUSIONS

1. We will not pay for loss or damage caused directly or indirectly by or resulting from any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

a. Governmental Action

Seizure or destruction of property by order of any governmental authority. But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if that fire would be covered under this Coverage Form.

b. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

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But if nuclear reaction or radiation contamination results in fire, we will pay for the loss or damage caused by that fire.

c. War And Military Action

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

d. Earth Movement

(1) Any earth movement (other than sinkhole collapse), such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting. But if earth movement results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

(2) Volcanic Action

Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or volcanic action, we will pay for the loss or damage caused by that fire, building glass breakage or volcanic action.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

(a) Airborne volcanic blast or airborne shock waves;

(b) Ash, dust or particulate matter; or

(c) Lava flow.

All volcanic eruptions that occur within any 168 hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

This exclusion does not apply to Covered Property while in transit.

e. Water

(1) Flood, surface water, waves, tides, tidal waves, tsunami, overflow of any body of water or their spray, all whether driven by wind or not;

(2) The interior of any building or structure caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:

(a) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or

(b) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

(3) Mudslide or mudflow;

(4) Water that backs up or overflows from a sewer, drain or sump, except as provided in the **Back-Up Or Overflow Of Sewers, Drains Or Sumps** Additional Coverage;

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(5) Water under the ground surface pressing on, or flowing or seeping through Covered Property;

(6) Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing unless you:

(a) Do your best to maintain heat in the building or structure; or

(b) Drain the equipment and shut off the supply if the heat is not maintained.

But if water, as described in **e.(1)** through **e.(5)** above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

2. We will not pay for a loss or damage caused by or resulting from any of the following:

a. Delay, loss of use, or loss of market. This does not include "profit" if reported in compliance with the **Reporting Provisions** Additional Condition.

b. Dishonest or criminal acts by you, any of your partners, employees or leased employees, directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose.

This exclusion applies:

(1) While acting alone or in collusion with others; and

(2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of physical destruction by your employees or leased employees.

This exclusion does not apply to Covered Property while it is entrusted to others who are carriers for hire.

c. Unexplained or mysterious disappearance except for property in custody of a carrier for hire.

d. Shortage of property found upon taking inventory.

e. Penalties for noncompliance with contract conditions, except as provided in the Contract Penalties Additional Coverage.

f. **"**Collapse", except as provided in the **Collapse** Additional Coverage.

g. **(1)** Wear and tear.

(2) Any quality in the property itself that causes it to damage or destroy itself; or that causes gradual deterioration.

(3) Insects, vermin, rodents.

(4) Corrosion, rust, fungus, mold, mildew, rot.

(5) Dampness, changes in or extremes of temperatures, all whether atmospheric or not.

(6) Settling, cracking, shrinking, or expansion of any Covered Property.

h. Rain, snow, sleet, sand or dust that damages Covered Property that is in the open awaiting installation at the location reported to us. This does not apply to Covered Property in the custody of a carrier for hire.

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i. Artificially generated electrical current; mechanical breakdown; rupturing or bursting caused by centrifugal force.

j. Testing, start-up, commissioning, examination or trial of Covered Property such as boilers, ovens, stoves, turbines, pumps, process equipment or equipment of a similar nature to prove their ability or function. This includes any form of testing making use of feedstock, including operational tests, performance tests, or other tests performed in conjunction with such testing. This exclusion does not apply to "electrical testing", "mechanical testing", "pneumatic testing" or "hydrostatic testing" used in the start-up and testing of building systems that are intended to service a building.

3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the resulting loss or damage caused by that Covered Cause of Loss.

a. Weather conditions which contribute in any way to a cause or event excluded in paragraph **1.** above to produce the loss or damage.

b. Acts or decisions, including the failure to act or decide, of any person, group, or organization representing a governmental, regulatory or controlling body.

c. Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, siting;

(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance;

of all or part of any Covered Property wherever located.

d. The discharge, dispersal, seepage, migration, release or escape of "pollutants", except as provided under **Pollutant Clean-Up And Removal** Additional Coverage.

C. LIMITS OF INSURANCE

The most we will pay for loss or damage to any one building or structure is the lesser of the Limit of Insurance shown in the Declarations for that one building or structure or the "total estimated completed value" that was reported to us for that one building or structure. The most we will pay for loss or damage in any one occurrence is the Limit of Insurance shown in the Declarations for all Covered Property at all locations.

D. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of covered loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of the covered loss or damage which exceeds the Deductible, up to the applicable Limit of Insurance.

E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and the Commercial Inland Marine Conditions:

1. Coverage Territory

The coverage territory is United States of America (including its territories and possessions).

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2. Where Coverage Applies

This coverage applies to Covered Property while within the coverage territory while:

a. At any construction site you have reported;

b. Temporarily at other premises, if the property has been designated to be installed at a location you have reported to us; or

c. In transit except imports or exports while ocean marine coverage applies.

3. When Coverage Begins And Ends

We will cover risk of loss or damage from the time when you are legally responsible for the Covered Property on or after the effective date of this policy if all other conditions are met. Coverage will end at the earliest of the following:

a. Once your interest in the Covered Property ceases;

b. Ninety days after initial occupancy of the Covered Property unless:

(1) That building is being used as a model home;

(2) That building is being remodeled and is a single family dwelling; or

(3) That building is being used as a "model home leaseback".

c. When the Covered Property is leased to or rented to others:

(1) For a single family dwelling, when the building is leased or rented to others;

(2) For a two, three or four family dwelling, when 50% or more of the units in the structure are leased to or rented to others; or

(3) For a "commercial structure", when 75% or more of the square footage space is leased to or rented to others.

This does not apply to pre-leases established prior to construction.

d. When you abandon the reported location with no intention to complete it;

e. At the end of 12 months from the month when you first reported the location to us unless you report the location again and pay an additional premium. If the location is reported again and the additional premium is paid, coverage will end at the end of 12 months from the month when you re-reported the location to us as described in the **Reporting Provisions** Additional Condition. You have the option to report the same location a third time at the end of the second 12 month period, provided the required additional premium is paid. Coverage for this third 12 month term will end at the end of 12 months from the month you re-reported the location for a third term; or

For coverage on existing buildings or structures that are being or have been remodeled, at the end of 12 months from the month when you first reported the location to us unless you report the location again and pay an additional premium. If the location is reported again and the additional premium is paid, coverage will end at the end of 12 months from the month when you re-reported the location to us as described in the reporting provision below. There is no option to report a third year.

f. When permanent property insurance applies, whether procured by an insured hereunder or by the owner or purchaser; or

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g. Once the Covered Property is accepted by the owner or buyer and:

(1) The contractor has been paid in full; or

(2) The transfer of ownership has taken place.

4. Reporting Provisions

a. Each month you must report to us the "total estimated completed values" of all Covered Property for each location started during the previous month. This report must be made on the form we provide.

For the purpose of these reports, a location is started when you first put any building materials (including the foundation) on the construction site.

If your policy is endorsed to provide coverage for existing structures that you are renovating or adding onto and for which you seek coverage, a location is started on the earlier of the following:

(1) When you first put any building materials, which includes any new, altered or expanded foundation, on the site; or

(2) When you acquire title to the existing structure.

b. You must pay premiums based on the "total estimated completed value" of the Covered Property using the rate we furnish. You must send your premium payment with the report for the reported locations to be covered. We must receive your report and the accompanying premium payments at the address designated in our form by the last business day of the month in which the report is due, or the report is late.

c. If a report is received late, coverage begins on the day the report is received, and there is no coverage for any loss or damage that occurred before that report was received. Our acceptance of a report of values and premium payment does not waive or change any part of this policy or stop us from asserting any right we have under the terms of this policy.

d. The premium charged is fully earned and no refund is due you when coverage ends.

e. A dwelling being used as a model home must be reported and should be identified as a model home.

f. You will keep accurate construction records regarding property we cover under this policy. This includes the "total estimated completed value" of the Covered Property and a record of all contracts of sale dealing with the Covered Property.

g. If at the end of 12 months from the time you first reported a start to us, you still have that location in your inventory, you may report that location to us a second time. If at the end of the second 12 months from the time you first reported a start to us, you still have that location in your inventory, you may report that location to us a third time.

For coverage on existing buildings or structures that are being or have been remodeled, if at the end of 12 months from the time you first reported a start to us, you still have that location in your inventory, you may report that location to us a second time. There is no option to report a third time.

h. Cancellation of this policy will not affect the insurance in force on any location which you have reported to us or on any location which started before the effective date of the cancellation notice if that location is reported on the report due and premium payment is made. However, you cannot report any location currently in your inventory a second time after the effective date of cancellation.

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However, coverage may be canceled on any location if notice is given in writing in accordance with the cancellation provision in the Common Policy Conditions, or state amendatory endorsements.

5. Mortgage Holders Clause

a. The term mortgage holder includes trustees.

b. We will pay for covered loss or damage to Covered Property to each mortgage holder shown on a Certificate of Insurance issued by the current Agent of Record.

c. The mortgage holder has the right to receive payment for loss or damage even if the mortgage holder has started foreclosure or similar action on the Covered Property.

d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgage holder will still have the right to receive payment for loss or damage to Covered Property if the mortgage holder:

(1) Pays any premium due under this Coverage Part at our request if you have failed to do so;

(2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

(3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgage holder.

All of the terms of this Coverage Part will then apply directly to the mortgage holder.

e. If we pay the mortgage holder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

(1) The mortgage holder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and

(2) The mortgage holder's rights to recover the full amount of the mortgage holder's claim will not be impaired.

At our option, we may pay to the mortgage holder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

f. If we cancel this policy, we will give written notice to the mortgage holder at least:

(1) 10 days before the effective date of cancellation if we cancel for non-payment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

g. We will not notify the mortgage holder if:

(1) You cancel this policy, or

(2) Coverage ends for any reason other than if we cancel the policy.

6. Waiver Of Coinsurance

If there is loss or damage to Covered Property and the cost to repair or replace such property is less than or equal to $25,000, we will adjust the loss or damage without regard to the **Coinsurance** Additional Condition.

7. Coinsurance

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If the reported value is less than the "total estimated completed value", you will bear a portion of any loss or damage. The amount we will pay is determined by the following steps:

a. Divide the reported value by the "total estimated completed value" of the Covered Property;

b. Multiply the total amount of the covered loss or damage before the application of any deductible by the percentage determined in paragraph **a.**; and

c. Subtract the deductible from the figure determined in paragraph **b.**

Example No. 1

(This example assumes there is no penalty for underinsurance.)

Deductible	$1,000
Reported Value	$100,000
"Total Completed Estimated Value"	$100,000
Amount of loss or damage	$60,000

a. Reported value divided by "total estimated completed value"

$100,000/$100,000 = 1.00

b. Amount of loss or damage multiplied by percentage in paragraph **a.**

$60,000 x 1.00 = $60,000

c. Deductible amount subtracted from result of paragraph **b.**

$60,000 - $1,000 = $59,000

Example No. 2

(This example assumes there is a penalty for underinsurance)

Deductible	$1,000
Reported Value	$100,000
"Total estimated completed value"	$120,000
Amount of loss or damage	$60,000

a. Reported value divided by "total estimated completed value"

$100,000/$120,000 = .833

b. Amount of loss or damage multiplied by percentage in paragraph **a.**

$60,000 x .833 = $49,980

c. Deductible amount Subtracted from result of paragraph **b.**

$49,980 - $1,000 = $48,980

8. Liberalization Clause

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If we adopt any revision which would broaden the coverage under this Coverage Form without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Form.

9. Interest Of Subcontractors, Sub-Subcontractors, Suppliers

We cover the interest which your subcontractors, your sub-subcontractors and your suppliers have in the Covered Property, but only while such property is situated at a construction site you have reported to us. This condition does not impair any right of subrogation we would otherwise have.

10. Unintentional Failure To Disclose Hazards

Your failure to disclose all hazards existing as of the inception date of the policy shall not affect the coverage afforded by this policy, provided such failure to disclose all hazards is not intentional and the hazard is reported to us as soon as practicable after you learn about it.

F. DEFINITIONS

1. "Collapse" means the abrupt falling down or the caving in of a building or structure or a part of a building or structure with the result that the building or structure cannot be occupied for its intended use:

a. A part of a building or structure that is in danger of falling down or caving in is not considered to be in a state of collapse;

b. A part of a building or structure that is standing is not considered to be in the state of collapse even if it is separated from another part of a building or structure;

c. A building or structure that is standing or any part of a building or structure that is standing is not considered to be in the state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

2. "Commercial structure" means any structure other than a one to four family dwelling.

3. "Electrical testing" means the testing of systems that are operated by electricity, excluding service equipment and service conductors, electrical systems greater than 600 volts nominal and electrical systems that are greater than single phase.

4. "Existing inventory" means buildings or structures where construction was started and more than 30% of the "total estimated completed value" was completed prior to the inception date of this policy.

5. "Hydrostatic testing" means testing through the use of water or other fluids, which are processed through the machinery or system being tested.

6. "Mechanical testing" means testing of moving parts of equipment and components, which are part of the buildings or structures insured, by operation of such equipment or components.

7. "Model home leaseback" means a dwelling purchased from the Insured and is then leased back to the Insured, by the purchaser, to be used by the Insured as a model home until the purchaser occupies the dwelling as a residence.

8. "Overhead" means those business expenses, other than materials and labor, incurred either directly or indirectly due to the construction of a dwelling or structure.

9. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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10. "Pneumatic testing" means testing through the use of compressed air or other gas to fill test cavities which is processed through the machinery or system being tested.

11. "Profit" means the difference between the selling price of the land and completed structure and your cost of the land and the completed structure. If you do not have a signed contract for the sale of the completed structure and land, the allowance for "profit" will not exceed 20%.

12. "Total estimated completed value" means all costs associated with the building and designing of the Covered Property including labor, "overhead" and materials and if included, "profit".

13. "Valuable papers and records" means inscribed, printed or written documents, manuscripts or records, including abstracts, books, deeds, drawings, films, maps or mortgages. However, "valuable papers and records" does not mean:

a. Money or securities;

b. Converted data; or

c. Programs or instructions used in your data processing operation, including the materials on which the data is recorded.

14. "Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance (other than a sump system including its related equipment and parts) containing water or steam.

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Non-Reporting Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

BUILDERS RISK COVERAGE FORM

Section **E. ADDITIONAL CONDITIONS** is amended as follows:

1. Paragraph **e.** of Additional Condition **3. When Coverage Begins And Ends** is replaced by the following:

e. Upon expiration of the policy.

2. Additional Condition **4. Reporting Provisions** is replaced by the following:

4. Reporting Provisions

a. The premium charged is fully earned and no refund is due to you when coverage ends.

b. You will keep accurate construction records regarding property we cover under this policy. This includes the "total estimated completed value" of the property and a record of all contracts of sale dealing with the property.

3. Additional Condition **7. Coinsurance** is replaced by the following:

7. Coinsurance

If the limit of insurance is less than the "total estimated completed value" of the property insured, you will bear a portion of any loss. The amount we will pay is determined by the following steps:

a. Divide the limit of insurance by the "total estimated completed value" of the Covered Property;

b. Multiply the total amount of the covered loss, before the application of any deductible, by the percentage determined in paragraph **a.**;

c. Subtract the deductible from the figure determined in paragraph **b.**

Example No 1.

(This example assumes there is no penalty for underinsurance.)

Deductible	$1,000
Reported value	$100,000
"Total Completed Estimated Value"	$100,000
Amount of loss or damage	$60,000

a. Limit of Insurance/Total Estimated Completed Value

$100,000/$100,000 = 1.00

b. Amount of loss x percentage in A

$60,000 x 1.00 = $60,000

c. Deductible amount subtracted from results in B

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$60,000 - $1,000 = $59,000

Total amount of loss payable = $59,000

Example No. 2

(This example assumes there is a penalty for underinsurance.)

Deductible	$1,000
Limit of Insurance	$100,000
"Total Completed Estimated Value"	$120,000
Amount of loss	$60,000

a. Limit of Insurance/Total Estimated Completed Value

$100,000/$120,000 = .833

b. Amount of loss x percentage in A

$60,000 x .833 = $49,980

c. Deductible amount subtracted from results in B

$49,980 - $1,000 = $48,980

Total amount of loss payable = $48,980

All other terms, conditions, provisions and exclusions of the policy remain the same.

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Windstorm Deductible

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Builders Risk Coverage Form
Marine Model Home Contents Coverage Form
Miscellaneous Property Coverage Form

Schedule

Loc. #	Address
1	150 Baltimore Street, Mobile, AL 36605

Windstorm Deductible Percentage: 3 %, subject to a minimum Deductible of $ 1,000

For loss or damage caused by windstorm, Section **D. DEDUCTIBLE** is replaced by the following:

The Windstorm Deductible applies to loss or damage to Covered Property caused directly or indirectly by windstorm. If loss or damage from a covered weather condition other than windstorm occurs, and that loss or damage would not have occurred but for the windstorm, such loss or damage shall be considered to be caused by windstorm and, therefore, part of the windstorm occurrence.

WINDSTORM DEDUCTIBLE CLAUSE

1. Non Reporting Form

a. The Deductible amount will be determined by multiplying the Windstorm Deductible Percentage shown in the Schedule above by the Limit of Insurance applicable to the property described in the Declarations that has sustained loss or damage subject to the minimum Deductible stated in the Schedule above. This Windstorm Deductible is calculated separately for, and applies separately to, each building or structure, if two or more buildings or structures sustain loss or damage.

b. We will not pay for loss or damage to Covered Property until the amount of loss or damage exceeds the applicable Windstorm Deductible. We will then pay the amount of loss or damage in excess of the Windstorm Deductible, up to the "total estimated completed value" for the building or structure that sustained loss or damage. In no event will we pay more than the Limit of Insurance in the Declarations. If two or more Deductibles apply in any one occurrence, the total deducted will not exceed the largest applicable Deductible.

2. Reporting Form

a. The Deductible amount will be determined by multiplying the Windstorm Deductible Percentage shown in the Schedule above by the "total estimated completed value" of the location reported to us that has sustained loss or damage subject to the minimum Deductible stated in the Schedule above. This Windstorm Deductible is calculated separately for, and applies separately to, each building or structure reported to us, if two or more buildings or structures sustain loss or damage.

b. We will not pay for loss or damage to Covered Property until the amount of loss or damage exceeds the applicable Windstorm Deductible. We will then pay the amount of loss or damage in excess of the Windstorm Deductible, up to the "total estimated completed value" reported to us for that Covered Property. If two or more Deductibles apply in any one occurrence, the total deducted will not exceed the largest applicable Deductible.

3. Deposit Premium Form

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a. The Deductible amount will be determined by multiplying the Windstorm Deductible Percentage shown in the Schedule above by the "total estimated completed value" of the location that has sustained loss or damage subject to the minimum Deductible stated in the Schedule above. This Windstorm Deductible is calculated separately for, and applies separately to, each building or structure, if two or more buildings or structures sustain loss or damage.

b. We will not pay for loss or damage to Covered Property until the amount of loss or damage exceeds the applicable Windstorm Deductible. We will then pay the amount of loss or damage in excess of the Windstorm Deductible up to the “total estimated completed value” for the building or structure that sustained loss or damage. In no event will we pay more than the Limit of Insurance in the Declarations. If two or more Deductibles apply in any one occurrence, the total deducted will not exceed the largest applicable Deductible.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Deductible Amendatory Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Builders Risk Coverage Form
Miscellaneous Property Coverage Form

Section **D. DEDUCTIBLE** is replaced by the following:

D. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of covered loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of covered loss or damage which exceeds the Deductible, up to the Limit of Insurance. This Deductible applies separately to each building or structure, described in the Declarations or reported to us, if two or more buildings or structures sustain loss or damage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Changes In Cancellation Condition

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Builders Risk Coverage Form
Common Policy Conditions

Section **A. Cancellation**, Paragraph **5.** is replaced with the following:

The premium for this coverage is fully earned and no refund is due when the policy is cancelled.

All other terms, conditions, provisions and exclusions of the policy remain the same.

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Changes In Valuation Condition

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

BUILDERS RISK COVERAGE FORM

The **Valuation** General Condition in Commercial Inland Marine Conditions is replaced by the following:

Valuation

In the event of loss or damage, the value of the property will be determined as of the time of the loss or damage.

1. The value of the property will not be more than the amount necessary to replace the structure or repair the structure, whichever is less, to the same point of completion that had been achieved immediately before the loss or damage.

2. If the loss or damage involves building materials which have not been installed, the value of the property will not be more than the amount necessary to replace the materials with like kind and quality.

All other terms, conditions, provisions and exclusions of the policy remain the same.

Insured Name:
Policy Number:
Effective Date:

ZURICH

THIS DISCLOSURE IS ATTACHED TO AND MADE PART OF YOUR POLICY.

DISCLOSURE OF IMPORTANT INFORMATION RELATING TO TERRORISM RISK INSURANCE ACT

SCHEDULE*

Premium attributable to risk of loss from certified acts of terrorism for lines of insurance subject to TRIA:
$0

*Any information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act ("TRIA"), as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the risk of loss from terrorist acts certified under that Act for lines subject to TRIA. That portion of premium attributable is shown in the Schedule above. The premium shown in the Schedule above is subject to adjustment upon premium audit, if applicable.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, the United States Government may pay up to 80% of insured losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

C. Disclosure of $100 Billion Cap on All Insurer and Federal Obligations

If aggregate insured losses attributable to terrorist acts certified under TRIA exceed $100 billion in a calendar year (January 1 through December 31) and an insurer has met its deductible under the program, that insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

D. Availability

As required by TRIA, we have made available to you for lines subject to TRIA coverage for losses resulting from acts of terrorism certified under TRIA with terms, amounts and limitations that do not differ materially from those for losses arising from events other than acts of terrorism.

E. Definition of Act of Terrorism under TRIA

TRIA defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;
3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed $5,000,000.

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CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Insureds Name	Policy Number	Effective Date	Endorsement Number

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies your insurance:

COMMERCIAL INLAND MARINE COVERAGE PART

A. Cap on Losses From Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;

2. To be a violent act or an act that is dangerous to human life, property or infrastructure;

3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and

4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed $5,000,000.

If aggregate insured losses attributable to one or more "certified acts of terrorism" exceed $100 billion in a calendar year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

B. Application of Other Exclusions

The terms and limitations of a terrorism exclusion or any other exclusion, or the inapplicability or omission of a terrorism exclusion or any other exclusion, do not serve to create coverage which would otherwise be excluded, limited or restricted under this policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

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COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and

2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

C. Duties In The Event Of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken.

2. Give us prompt notice of the loss or damage. Include a description of the property involved.

3. As soon as possible, give us a description of how, when and where the loss or damage occurred.

4. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.

10. Cooperate with us in the investigation or settlement of the claim.

D. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.

2. We will not pay you more than your financial interest in the Covered Property.

3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.

4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:

a. We have reached agreement with you on the amount of the loss; or

b. An appraisal award has been made.

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6. We will not be liable for any part of a loss that has been paid or made good by others.

F. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.

2. If there is other insurance covering the same loss or damage, other than that described in **1.** above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

G. Pair, Sets Or Parts

1. Pair Or Set

In case of loss or damage to any part of a pair or set we may:

a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or

b. Pay the difference between the value of the pair or set before and after the loss or damage.

2. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

I. Reinstatement Of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

J. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.

2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:

a. Someone insured by this insurance; or

b. A business firm:

(1) Owned or controlled by you; or

(2) That owns or controls you.

This will not restrict your insurance.

GENERAL CONDITIONS

A. Concealment, Misrepresentation Or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;

2. The Covered Property;

3. Your interest in the Covered Property; or

4. A claim under this Coverage Part.

B. Control Of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and

2. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

D. No Benefit To Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

E. Policy Period, Coverage Territory

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and

2. Within the coverage territory.

F. Valuation

The value of property will be the least of the following amounts:

1. The actual cash value of that property;

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2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or

3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALABAMA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

A. The following exclusion is added:

1. We will not pay for loss or damage arising out of any act committed:

a. By or at the direction of any insured; and

b. With the intent to cause a loss.

2. However, this exclusion will not apply to deny coverage to an innocent coinsured when the loss or damage is otherwise covered under this policy and is proximately related to and in furtherance of an abusive act by an insured who is a family or household member. Such coverage will be provided only if the innocent coinsured:

a. Provides evidence of the abuse to us, to demonstrate that the loss is abuse-related; and

b. For the act causing the loss, either:

(1) Files a complaint under the Protection From Abuse Act against the abuser, and does not voluntarily dismiss the complaint; or

(2) Seeks a warrant for the abuser's arrest and cooperates in the prosecution of the abuser.

3. If we pay a claim pursuant to Paragraph **A.2.,** our payment to the innocent coinsured is limited to that insured's legal interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.

B. The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Loss Condition in the Commercial Inland Marine Conditions:

If we pay an innocent coinsured for loss arising out of an act of abuse by another insured, the rights of the innocent coinsured to recover damages from the abuser are transferred to us to the extent of our payment. Following the loss, the innocent coinsured may not waive such rights to recover against the abuser.

C. The **Legal Action Against Us** General Condition in the Commercial Inland Marine Conditions is replaced by the following:

Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and

2. The action is brought within the time limitations prescribed by Alabama law.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALABAMA CHANGES – ACTUAL CASH VALUE

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART

The following is added to any provision which uses the term actual cash value:

Actual cash value is calculated as the amount it would cost to repair or replace Covered Property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for depreciation.

However, if Covered Property, at the time of loss or damage, has nominal or no economic value, or a value disproportionate to replacement cost less depreciation, the determination of actual cash value as set forth above is not required.

Actual cash value applies to valuation of Covered Property regardless of whether that property has sustained partial or total loss or damage.

The actual cash value of the lost or damaged property may be significantly less than its replacement cost.

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COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. **Cancellation**

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. **Changes**

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. **Examination Of Your Books And Records**

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. **Inspections And Surveys**

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. **Premiums**

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

Copyright, Insurance Services Office, Inc., 1998

F. **Transfer Of Your Rights And Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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Copyright, Insurance Services Office, Inc., 1998

Non-Renewal Notice

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Builders Risk And Installation Coverage Form
Builders Risk Coverage Form
Marine Model Home Contents Coverage Form
Miscellaneous Property Coverage Form

Due to the specialized nature of the risk insured and the limited term of the coverage provided under this policy, it is agreed that this policy expires on date specified. A nonrenewal notice will not be sent to you. Any requests to extend the policy period must be made in writing prior to the expiration date. However, we have no obligation to extend the policy period.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

SANCTIONS EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

The following exclusion is added to the policy to which it is attached and supersedes any existing sanctions language in the policy, whether included in an Exclusion Section or otherwise:

SANCTIONS EXCLUSION

Notwithstanding any other terms under this policy, we shall not provide coverage nor will we make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under this policy to the extent that such cover, payment, service, benefit, or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

The term policy may be comprised of common policy terms and conditions, the declarations, notices, schedule, coverage parts, insuring agreement, application, enrollment form, and endorsements or riders, if any, for each coverage provided. Policy may also be referred to as contract or agreement.

We may be referred to as insurer, underwriter, we, us, and our, or as otherwise defined in the policy, and shall mean the company providing the coverage.

Insured may be referred to as policyholder, named insured, covered person, additional insured or claimant, or as otherwise defined in the policy, and shall mean the party, person or entity having defined rights under the policy.

These definitions may be found in various parts of the policy and any applicable riders or endorsements.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Southern Emergency & Rescue Vehicle Sales LLC for three American Emergency Vehicles TraumaHawk ambulances for MFRD.
Motor Pool Capital

Amount of Contract:

$1,098,032.12

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240215 Southern Agenda Package POs	Cover Memo	2/15/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	2/15/2024 - 3:04 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
5098	2024	(1510) FIRE ADMINISTRATION	3 AMERICAN EMERGENCY VEHICLES TRAUMAHAWK AMBULANCES FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$1,098,032.13	(298972) SOUTHERN EMERGENCY & RESCUE VEHICLE SALES LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00005098-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
SOUTHERN EMERGENCY & RESCUE VEHICLE SAL 15590 FLORIDA BLVD BATON ROUGE, LA 70819 Tel#225-683-3999	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
02/07/24	298972				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	AMBULANCE AS FOLLOWS: American Emergency Vehicles 2024 Ford F450 T1 X Series 4x2 Custom 2024 F450 4x2 Aev TraumaHawk Ambulance CITY to supply Ferno Power Cot to be installed by builder. Vendor to Deliver Ambulances to the City of Mobile Ambulances to be built and delivered as per Sales Agreement dated 2-5-2024 revised on 2-7-2024. NO FIREFIGHTER, DRIVER, CAPTAIN, DISTRICT CHIEF, CHIEF OF DEPARTMENT, FIRE MECHANIC OR GARAGE SUPERVISOR, HAS THE AUTHORITY OR PERMISSION TO CHANGE THE TERMS OF THIS PURCHASE NOR TO INCURE ANY ADDITIONAL COSTS TO THE CITY OF MOBILE. ANY ADDITIONAL WORK, EQUIPMENT OR CHANGES THAT INCUR ADDITIONAL COST OR EXPENSE TO THE CITY OF MOBILE AND DONE WITHOUT THE PRIOR WRITTEN PERMISSION OF THE PURCHASING AGENT IS DONE SO AT THE EXPENSE OF THE VENDOR. ALL CHANGES MUST BE APPROVED AND SIGNED OFF ON BY THE PURCHASING AGENT OF THE CITY OF MOBILE PRIOR TO AMY CHANGE TO PRODUCTION OR PRICING TAKING PLACE THE ONLY PERSON ALLOWED TO SIGN	3.00 EACH	366010.71000	1098032.13

Bill To	Requisition 00005098-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SOUTHERN EMERGENCY & RESCUE VEHICLE SAL	FIRE CENTRAL SUPPLY
15590 FLORIDA BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
BATON ROUGE, LA 70819	RICHARDSONV@CITYOFMOBILE.ORG
Tel#225-683-3999	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
02/07/24	298972				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	TITLE WORK IS THE PURCHASING AGENT OF THE CITY OF MOBILE. VEHICLE SHALL BE TITLED TO THE “CITY OF MOBILE” 205 GOVERNMENT STREET MOBILE ALABAMA, 36644 PURCHASE IS MADE AS PER HGAC COOPERATIVE CONTRACT AM10-23 WITH HGAC WORKSHEET DATED 2-3-2024 BY TIM HUTCHENS PRICE PER UNIT AFTER PRE-PAY DISCOUNT IS $ 366,010.71. Vendor Item			
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			1098032.13
	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 1098032.13

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

Bill To	Requisition 00005098-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
SOUTHERN EMERGENCY & RESCUE VEHICLE SAL	FIRE CENTRAL SUPPLY
15590 FLORIDA BLVD	2851 OLD SHELL ROAD
	MOBILE, AL 36607
BATON ROUGE, LA 70819	RICHARDSONV@CITYOFMOBILE.ORG
Tel#225-683-3999	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
02/07/24	298972				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price / Amount	Net Price / Remaining Budget
	Account			
	E MP01522 .VEHICLEEXP. .		1098032.13	2442.60

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	1098032.13	16459264.28

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	02/08/24	CHARLES SUMRALL	
Approved	02/14/24	SHONNDA SMITH	
Approved	02/14/24	CHERI BOUCHER	Auto approved by: 910518244
Approved	02/14/24	CASI CALLAWAY	Auto approved by: 910518244
Approved	02/14/24	DONALD ROSE	Auto approved by: 9105paij
Approved	02/14/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	02/14/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	02/14/24	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	02/14/24	JOHN PAINE	
Approved	02/14/24	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

Product Information

Product Description

Type I, back entry, Ford F450

Manufacturer

AEV

Product Code

TraumaHawk 172"

Contract

AM10-23 Ambulances, EMS, and Other Special Service Vehicles

Contract Category

General Purpose, Emergency & Autonomous Vehicles

Price

$273,490.00

Discount

3%

Keyword(s)

Ambulance

View Catalog

Vendors Offering This Product

Professional Ambulance Sales & Service LLC dba SERVS
Tim Hutchens
tim.h@servsllc.com
Phone: (800) 561-6070
Fax:

Contact HGACBuy

Loleta Chappel
loleta.chappel@h-gac.com
Phone: 713-993-2486
Fax: 713-993-4548

Return to Products & Services

View This Contract

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
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by H-GAC pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing H-GAC, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that H-GAC, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, H-GAC's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Syn-Tech for annual renewal of FuelMaster fleet fueling software for Motor Pool.
Motor Pool capital.

Amount of Contract:

$16,988.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240215 Syntech Agenda Package POs	Cover Memo	2/15/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	2/15/2024 - 12:36 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
4737	2024	(F7000) MOTOR POOL	ANNUAL RENEWAL OF FUELMASTER FLEET FUELING SYSTEM SOFTWARE FOR MOTOR POOL (EXEMPT AS SOFTWARE, BELOW BID REQUIREMENT, SOURCEWELL COOPERATIVE PURCHASING AGREEMENT)	$16,988.00	(296362) SYN-TECH

Adopted:

_____
City Clerk

Bill To	Requisition 00004737-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SYN-TECH	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604
TALLAHASSEE, FL 32305	AGEET@CITYOFMOBILE.ORG
Tel#800-888-9136	Delivery Reference
Fax 850-877-9327	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/30/24	296362				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER SOURCEWELL CONTRACT ##092920-SYS Maturity Date: 12/7/2024 AND INVOICE #279179.			
001	FUEL SYSTEM SERVICE RENEWAL:	1.00 EACH	16988.00000	16988.00
	Additional Description Notes			
	FMLIVE SYSTEM WIDE LIMITED SERVICE RENEWAL. EFFECTIVE 2/01/2024-01/31/2025. THIS INCLUDES ALL SYSTEM UPDATES. FMLIVESM+BI-R SMALL PLATFORM, SOFTWARE - ADV, RE $13,413 AND 13 PUMPS AT $275 EACH. TOTAL $16,988. ORIGINAL PO #23000844.			
1	7000.40.20.0000.0000.2070.0000.0000.42115.			16988.00

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Bill To	Requisition 00004737-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
SYN-TECH TALLAHASSEE, FL 32305 Tel#800-888-9136 Fax 850-877-9327	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/30/24	296362				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			16988.00

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.42115.	16988.00	16470881.72

MOTOR POOL EXP SOFTWARE COSTS

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

Activity	Date	Clerk	Comment
Approved	01/30/24	CHARLES SUMRALL	
Approved	02/14/24	SHONNDA SMITH	
Approved	02/14/24	CHERI BOUCHER	Auto approved by: 910518244
Approved	02/14/24	CASI CALLAWAY	Auto approved by: 910518244
Approved	02/14/24	DONALD ROSE	Approved by: 9105fola
Approved	02/14/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	02/14/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	02/14/24	SAMANTHA COOLEY	Auto approved by: 910516727
Approved	02/14/24	JOHN PAINE	Auto approved by: 910516727
Approved	02/14/24	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

DocuSign Envelope ID: 076985C0-6997-4CDF-97B5-A8A2DF10ED40

Sourcewell

Solicitation Number: 092920

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Syn-Tech Systems, Inc., 100 Four Points Way, Tallahassee, FL 32305 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires December 7, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

DocuSign Envelope ID: 076985C0-6997-4CDF-97B5-A8A2DF10ED40

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

DocuSign Envelope ID: 076985C0-6997-4CDF-97B5-A8A2DF10ED40

A fully executed Sourcewell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. PERFORMANCE BOND. If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above “Attn: Accounts Receivable.” Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused

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by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
    a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
    b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and

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promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

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17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

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C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

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operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work

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Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

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also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
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Jeremy Schwartz
Title: Director of Operations & Procurement/CPO

Date: 12/2/2020 | 3:40 PM CST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO

Date: 12/3/2020 | 11:49 AM CST

Syn-Tech Systems, Inc.

DocuSigned by:
By: D. Shane Smith
3A5F1285DE8C4A8...

D Shane Smith
Title: Vice President Sales & Marketing

Date: 12/3/2020 | 11:39 AM CST

RFP 092920 - Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services

Vendor Details

Company Name:	Syn-tech Systems, Inc.
Does your company conduct business under any other name? If yes, please state:	FL
Address:	100 Four Points Way TALLAHASSEE, FL 32305
Contact:	Nathan Matthews
Email:	nathan.matthews@myfuelmaster.com
Phone:	850-878-2558 1005
Fax:	850-878-2558
HST#:	59-2862052

Submission Details

Created On:	Tuesday August 25, 2020 15:37:09
Submitted On:	Tuesday September 29, 2020 14:33:44
Submitted By:	Nathan Matthews
Email:	nathan.matthews@myfuelmaster.com
Transaction #:	1452056c-9dfa-4409-bfa6-4c8178e71707
Submitter's IP Address:	63.148.217.19

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Syn-Tech Systems, Inc.	*
2	Proposer Address:	100 Four Points Way Tallahassee, FL 32305	*
3	Proposer website address:	www.myfuelmaster.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	D. Shane Smith Vice President, Sales & Marketing shane.smith@myfuelmaster.com 850-878-2558 x1003	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Nathan A. Matthews Program Manager nathan.matthews@myfuelmaster.com 850-878-2558 x1005	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Sara Dunlap Fletcher Marketing/Operations Manager sara.dunlap@myfuelmaster.com 850-878-2558 x1311	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Syn-Tech Systems (Syntech) was formed in 1989 to purchase its predecessor company HCI Inc. which had pioneered the deployment of the Automated Fuels Accounting System for the U.S. Air Force beginning in 1979. Its overwhelming success led to entry into the commercial market in 1987 by successfully responding to an RFP issued by North Carolina DOT. Today the company supplies 28 State DOT's among its 8,000 customers. Its reputation as the best supplier in its market segment is evidenced by its ability to acquire and maintain thousands of customers & fueling locations. The achievements of Syntech and its success in its market space is fostered by SEVEN core values listed in the EMPLOYEE HANDBOOK. A brief explanation of each is as follows: 1. The company exists to SERVE its customers exceptional value and if successful entitled to a REASONABLE (not excessive) profit. 2. The company is based around successful LONG TERM relationships with its customers. 3. The company is based around successful LONG TERM relationships with its employees, vendors, and professionals. 4. All personnel understands the value of HONEST and ETHICAL dealings with all entities and the need to establish and maintain TRUST in all relationships. 5. The company strives for long term financial stability but must effectively manage itself such that ANNUAL FINANCIAL LOSSES are not incurred. (Income Statement) 6. The company must maintain a strong FINANCIAL CONDITION such that it can overcome unexpected financial stress. (Balance Sheet) (COVID-19 example) 7. The company and all of its employees, agents, and associates understand the destructive nature of ARROGANCE/SELF IMPORTANCE and the effort to recognize and eliminate this behavior.	*
8	What are your company's expectations in the event of an award?	Syntech was first awarded a National Joint Powers Alliance (NJPA) contract in 2011 and has been highly successful in serving the Sourcewell Governmental client base. Thru Fiscal Year 2019 Syntech has executed two contracts resulting in sales with a value over $10.8 million. Syntech's current rate of R&D expenditures is at the very top of its industry, (R&D to sales ratio of 20%) which will lead to the release of numerous new products and technologies over the short & medium time scales.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Syntech has outstanding operational and financial success through its 30 years of existence. This is demonstrated by the following facts: • The company has never incurred an annual financial loss in its 30 year history. • The company enjoys a very high credit rating score (either a AAAA1 or AAAA2) as rated by Dun & Bradstreet • The company has over 8,000 current customers and has installed over 25,000 Island Computer Systems. • The company has an independent audit performed by PriceWatterhouseCoopers for 30 consecutive years with no audit qualifications. (2019 Audit Attached) • The company has accumulated retained earnings of $16,543,697 thru 8/31/2020. • The company was granted $2.7 million in PPP funds but returned all of the money voluntarily.	*
10	What is your US market share for the solutions that you are proposing?	In the Fuel Island Controller space, Syntech maintains a market penetration of ~34.3%. In the Passive Island Controller Systems (AIM) this is estimated to be ~76%.	*
11	What is your Canadian market share for the solutions that you are proposing?	In the Fuel Island Controller space, Syntech maintains a market penetration of ~22%. In the Passive Island Control Systems (AIM) this is estimated to be ~40%.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Syntech has never petitioned for bankruptcy protection.	*

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Syntech is best described as a manufacturer or service provider. Syntech follows a unique approach to marketing by employing a large direct sales force to assist distributors and communicate directly with end users of our products. Due to the highly technical nature of the products, this results in a much better customer understanding of the products and their benefits, and how to be successful using them. This approach consistently leads to a very high Customer Satisfaction Index of around 95%, which has been measured for twenty two consecutive years using the same survey methodology. See attached “2020 SALES MAP with Canada” document for a complete breakout of sales regions across the United States and Canada. In addition to our internal sales force, Syntech has cultivated a network of over 500 active distributors. These distributors are system installation, repair and maintenance companies who have been factory certified to work on FuelMaster equipment, to include; fuel management systems, Fuel Management Units (FMU), AIM systems and read/write key devices and associated systems or units. As members of the Petroleum Equipment Institute (PEI) these distributors have on-staff personnel who are certified to install, maintain and repair bulk fuel level monitoring systems or Automated Tank Gauges (ATG) systems, fuel pumps/dispensers (to include hoses and nozzles), electrical/mechanical systems, information technology systems, environmental compliance systems and to perform project/program management in their geographic areas of operation. Syntech employs these local area FuelMaster certified distributors to render expertise in the aforementioned areas of knowledge to provide installation services and to provide rapid response to maintenance and repair needs reducing cost to the customer. Internal sales force are Syntech Employees, distributor network are independent companies that sell our products and services.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Syntech maintains safety certifications, ensuring our products are safe to operate within a hazardous fueling zone. Additionally, our products which emit a wireless signal are certified for Electromagnetic Interference and Electromagnetic Compatibility (EMI/EMC) See attached “Safety-EMC-EMI Certifications” document for a complete listing of hardware certifications. In addition, Syntech also maintains information security certifications for Payment Application Data Security Standard (PA DSS), Payment Card Industry Data Security Standard (PCI DSS), Europay Mastercard Visa (EMV), Federal Information Processing Standard (FIPS) 140-2. Finally, our systems have been assessed and have received the Authority to Operate (ATO) on the Department of Homeland Security internal network. Finally, individual certifications for Security+, Certified Information System Security Professional (CISSP), Windows Operating System Fundamentals (MTA 98-349), HDI Support Center Manager, and AWS Certified Cloud Practitioner, are held by our employees.	*
15	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	Syntech has never been suspended, debarred, or punished for any reason over its entire 30 year history.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	2019 - World's Greatest Fuel Management Company Serving over 8,000 customers from the U.S. Government and Fortune 500 companies, to your local municipalities and schools, Syntech Systems was awarded the World's Greatest Fuel Management Company by World's Greatest 2018 - Highest Credit Rating (AAAA1) Syntech retired its remaining long-term debt to become completely debt-free. The company continues to be recognized by 'Dun & Bradstreet' with a very high credit rating score (either a AAAA1 or AAAA2) for a business its size. 2017 - Florida State University College of Business Hall of Fame Syntech Systems CEO, Douglas Dunlap inducted in the Florida State University College of Business Hall of Fame for exceptional professional and personal achievements. 2015 - Innovation and Technology Business of the Year Awarded the 'Innovation and Technology Business of the Year' by the Greater Tallahassee Chamber of Commerce. 2016 - Made in Tallahassee Awarded the 'Made in Tallahassee' award by the Economic Development Council for companies who are headquartered in Tallahassee and whose products are marketed nationally.	*
17	What percentage of your sales are to the governmental sector in the past three years	81% of sales were made to customers in the governmental sector over the past three years.	*
18	What percentage of your sales are to the education sector in the past three years	14% of Syntech's sales were made to customers in the education sector over the past three years.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Syntech has state, provincial, or cooperative purchasing contracts with the following entities; sales volume for each over the past three years is also listed: Sourcewell - $5,388,471.00 Texas Buy Board - $646,044.00 Massachusetts Operational Services Division - $0.00	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Syntech has a GSA Contract, GS07F9154G, with a sales volume of $149,996.00 over the past 3 years.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Arkansas Department of Transportation	Mark Holloman	501-569-2667	*
City of Winter Park, FL	Luke Bryan	407-599-3593	*
City of Berkeley, CA	Greg Ellington	510-981-6469	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	

Naval Information Warfare Center / Defense Logistics Agency	Government	District of Columbia - DC	The scope of work is to maintain existing systems to include Preventive Maintenance (PM), Corrective Maintenance (CM), and Site Support under the responsibility of DLA's Central Maintenance Program (CMP). This work provides reliable, cost effective, and well-maintained systems at the fuel facilities for DOD worldwide locations. The systems consist of the Fuel Master FMU2550/2551/3500 series and auxiliary equipment installed by the contractor and documented in their equipment records. Maintenance of these systems requires the support of multiple technicians, help desks, and detailed logistics coordination. The Fuel Management Units (FMUs) are connected to fuel dispensers at the different service stations. This task order includes the electronic and electrical connections within the FMU and the dispenser. Mechanical and electrical connections between the FMU and the dispensers are the responsibilities of the site.	$4,745,019.75 $4,974,621.05 $3,825,916.55	$ 13,545,557.35	*
Department of Homeland Security	Government	District of Columbia - DC	Provide fleet telematics solutions to collect data from 8,805 vehicles across 313 Customs and Border Protection (CBP) locations across the United States, Guam, U.S. Virgin Islands and Puerto Rico. Additional requirements include installation, training and maintenance services on required hardware, software, systems, and equipment after Government acceptance.	$ 6,886,736.50 $ 69,642.26 $ 255,829.81 $ 275,889.15 $ 20,737.55 $ 20,737.55 $ 554,267.71 $ 260,913.19 $ 260,913.19	$ 8,605,666.91	*
North Carolina Department of Transportation (NCDOT)	Government	North Carolina - NC	Provide components for 182 Fuel Management Unit upgrades and 12,000 Automotive Information Modules, FuelMaster software upgrade and upgrade training.	$3,955,301.00	$ 3,955,301.00	*
Arkansas Department of Transportation (ARDOT)	Government	Arkansas - AR	Provide and install a turnkey fuel management system that aids the Arkansas Department of Transportation in the collection of fuel sale and inventory transactions. The system shall be integrated with the district automated tank gauges/tank monitor units (ATG/TMU) where applicable. Additionally, the contractor shall install required network communications infrastructure where required to ensure proper connection to the FMLive enterprise application. Furthermore, the contractor shall provide a fleet telematics solution capable of securing fuel sales transactions and transmitting on-board diagnostic data wirelessly to the fuel management system.	$ 2,583,723.00	$ 258,372.00	*

Ohio Department of Transportation	Government	Ohio - OH	Super Maintenance • Unlimited 24/7 phone support and diagnostics with no holiday restrictions. • Free software/firmware updates • Free required repair parts • Free Surge Repair Kits • Acts of God Coverage • Free FuelMaster certified technician site visits AIM Module Maintenance • Unlimited phone support and diagnostics from 8:00am – 8:00pm EST Monday through Friday, excluding federal holidays. • Free Firmware Updates • Failed hardware replacement	$ 82,632.00 $ 416,542.56 $ 497,052.50	$ 996,227.06

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	Syntech Systems employs a direct sales force divided into ten regions across the US and Canada each headed by a Regional Sales Manager (RSM) and is the largest in the industry dedicated to Fuel Management. The RSM is responsible for management of the distributors in the region and with meeting directly with end users to provide a professional presentation of our products. Additionally the company employs ten sales specialists who support the RSM's for aftermarket sales & upgrades, commercial aviation, maintenance & repair, and national accounts. The Sales Force is further supported by a staff of five project managers and six support personnel including senior management for a total of 31 in the department. See attached "2020 SALES MAP with Canada" document for complete breakout of sales regions across the United States and Canada.
24	Dealer network or other distribution methods.	As detailed in Table 2, question 13, Syntech has cultivated a network of over 500 active distributors. These distributors are selected based on their dedication to customer support, their technical ability and staff, and their financial stability. This distributor base has complete coverage across the U.S. and Canada including more remote areas of Alaska, Hawaii, Puerto Rico and the Caribbean. All distributors receive extensive technical and sales training and must be certified and recertified every two years. As members of the Petroleum Equipment Institute (PEI) these distributors have on-staff personnel who are certified to install, maintain and repair bulk fuel level monitoring systems or Automated Tank Gauges (ATG) systems, fuel pumps/dispensers (to include hoses and nozzles), electrical/mechanical systems, information technology systems, environmental compliance systems and to perform project/program management in their geographic areas of operation. Syntech employs these local area FuelMaster certified distributors to render expertise in the aforementioned areas of knowledge to provide installation services and to provide rapid response to maintenance and repair needs reducing cost to the customer.
25	Service force.	Syntech also employs an in-house team of eight Field Service Representatives, to support and augment our distributor base, particularly with the more technical projects requiring additional expertise. Syntech distributors employ at least one FuelMaster certified technician on staff. With more than 2,000 FuelMaster-certified technicians across the U.S. and Canada, Syntech can provide world-class service wherever needed.

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	When Syntech made the decision to enter the commercial market in in 1987 (see question #7) we realized the distributors and technicians in the industry at that time supported mechnical equipment and were not familiar with complex computer equipment. This required that Syntech (1) develop modular hardware which could be easily repaired (2) employ sophisticated remote diagnostics to identify issues from Tallahassee, and (3) engage a highly responsive and competent support staff to maintain a 99% operational status for all equipment. This has led to the Syntech Customer Satisfaction Center which currently receives about 80,000 calls per year and maintains a customer satisfaction rating of about 95%. The single most important job is to RESTORE A DOWN FUEL SITE TO AN OPERATING CONDITION AS QUICKLY AS POSSIBLE AND IN HOURS AND NOT DAYS! Its operational parameters to achieve this and other services are as follows: (1) CSC includes a staff of 31 support personnel. (2) Four levels of support including 1st Level, 2nd Level, Applications Engineering, and Engineering Developers (3) 24/7 service, (4) Operational time goal of 99.5% (5) Call waiting time of not more than 5 min. (6) All calls be closed within three days (5) Special expedited call line for Distributors and technicians actively on a job site.	*
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Syntech has customers and distributors in all fifty states, is currently providing products and services to all Sourcewell entities within the United States.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Syntech has customers and distributors across all Canadian Provinces and Territories. Syntech is willing and able to provide our products and services to all Sourcewell entities throughout North America.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographical areas of the United States or Canada that Syntech Systems cannot provide service to.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no entity sectors that Syntech will not be servicing through the proposed contract. Syntech provides the opportunity to use the Sourcewell contracts to all eligible customers.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions that would apply to Sourcewell participating entities in Hawaii, Alaska or US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Syntech has a UNIQUE STRATEGY to market this contract which it uses for all its existing customers. It involves ENGINEERING UPGRADEABLE MODULES enabling the latest technologies to be implemented without complete system replacement. This results in significant cost savings to existing customers. Beginning in 2014 Syntech initiated R&D for a CLOUD BASED/Syntech HOSTED true real time software Fuel & Data collection system operable at any internet accessible location worldwide. Developed at a cost of over $30 Million, it is marketed as FMLive, and was purchased by the Department of Homeland Security (DHS) and is installed at 313 locations across the United States. Due to its significant financial strength, Syntech was able to fund the entire $30 million out of its operating budget without any borrowing. With Syntech maintaining 8,000 current customers who use the older Legacy Enterprise System, THE UPGRADEABLE MODULES to FMLive present a significant technological and cost opportunity. The total potential market value of this product over the next ten years is expected to be about $64,000,000 per year to the existing customer base, as Legacy users migrate to the Cloud. Sourcewell was utilized by Arkansas DOT to purchase this exact system and has nearly completed a 90+ site installation. The ten year contract value is estimated to be $5.18 Million, and it is expected that many other existing and new customers will also follow this identical path.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Syntech utilizes digital media to connect with a diverse audience through our website, Facebook, Instagram, and LinkedIn by featuring our products, services, and sales force. Engagement statics are analyzed then strategizes are updated and deployed accordingly. Quarterly communication updates for customers and distributors are executed with Constant Contact to allow evaluation of open rates, engagement appraisals, and campaign comparisons. Digital marketing and communication can be co-branded with Sourcewell to further communicate the awarded contract.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell provides a valuable asset by offering training to our sales force arming them with the knowledge to bring cost-savings to our current and potential customer base. Syntech continues to benefit from Sourcewell's legislative initiatives in advocating cooperative purchasing avenues across the U.S. and Canada. Sourcewell's mission is seamlessly woven into conversations and presentations that our staff conduct daily. Syntech attends over 100 tradeshows annually across the U.S. and Canada where we display Sourcewell-provided table flags in addition to our co-branded marketing literature. (SEE ATTACHED).	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	E-procurement is a priority and with the launch of new web-site technology in 2020 integrating an e-procurement option for our customers is scheduled as a phase 3 effort, with an estimated deployment date in Q2-2021	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Syntech uses its sound training experience to transfer knowledge to selected personnel on all systems, software, hardware, equipment and other technology installed in response to all objectives. We will institute a "train the trainer" program in every training evolution. Additionally, User, Operational, and Troubleshooting Manuals will be provided for all systems, software, hardware, equipment and other technologies. It has been our experience that training reinforcement is the best method by which individuals learn and retain knowledge. Our diverse education methods, perfected over decades by training over 8,000 customers, ensure maximum learning retention. The following proven training scenarios are available: On-Site Training - Training shall be provided on site immediately after system startup on each type of hardware/software component, directly with individuals responsible for each functional area: software, maintenance and vehicles. Webinars - Subsequently, a two-hour webinar conference will be scheduled after installation. This training is used to maximize retention of previously learned skills and to answer any questions personnel may have after using the systems. Online Customer Training Course (accessible online) – A self-paced customer class accessible online with a library of manuals, guides, and other technical and operational reference material will be available. This course provides users with the basic information needed to operate the FuelMaster FMU and FMLive software at the customers own pace. Classroom Training - Syntech offers a quarterly customer training at our corporate office in Tallahassee, Florida at no cost. This three-day course covers system software and hardware operations including common troubleshooting techniques. Classroom training mimics real world exercises (using actual dispensers, tank gauges and FuelMaster equipment) as closely as possible within the confines of a classroom. At the end of each training session, individuals attending the training will be given an exam to demonstrate their mastery of the training subject matter. Training data and test results will be maintained by Syntech and made available upon request. The training program is continually reviewed via attendee exams and surveys. Improvements are made to the training program when required. Data on training attendees, dates, curriculum, and test results will be maintained by Syntech and made available upon request.
37	Describe any technological advances that your proposed products or services offer.	At the heart of the system is Syntech's Software as a Service (SaaS) solution. FMLive is a web-hosted application--developed with industry-standard architecture and protocols to ensure stability and performance. Developed with state-of-the-art technology, Syntech ensures a secure and intuitive user experience, longevity of the application, and maximal opportunities for integration. The application also complies with Section 508 of the Americans with Disability Act. The technology built into FMLive resides in geographically dispersed data centers and provides the methodology for real-time centralization and storage of all fuel transactions, bulk fuel tank levels, and vehicle data collected through the FuelMaster Fuel Management Units (FMUs), Remote Data Collection Units (RDCUs), AIM2.4, AIM Titanium, FIT Compass, and bulk fuel tank level gauges. Data in-transit between the FMU(s) and the database is encrypted using modules validated to comply with the Federal Information Processing Standard (FIPS 140-2) utilizing Transport Layer Security (TLS 1.2) combined with PKI (Public Key Infrastructure) authentication. FMLive is highly configurable and customizable to support our diverse user base and their changing business requirements. FMLive's built-in technology resides within the Amazon Elastic Cloud Compute (EC2) environment. Furthermore, the application can be configured to auto-generate email notifications, allowing for real-time system-generated alerts based on FMU messages, fuel inventory and deliveries as required by operational and functional managers. FMLive aggregates data produced by the end user's fueling stations to allow for centralized management of invoicing, inventory, and maintenance resources. These real-time capabilities also permit the lockout of access media much like a bank card can be immediately cancelled by a financial institution, preventing fraudulent use and pilferage. The FMLive system creates a 360-degree data view that will increase the end user's ability to support daily operations. In addition, the FMLive server has provisions that allow for future upgradeability and or integration into the end user's asset and financial management systems. FMLive's customer facing application programming interface (API) allows for the quick import of user and vehicle data, as well as export of transactional data to third party fleet and asset management systems. Coupled with Business Intelligence (BI) and reporting technology, users may define custom reports to meet specific business needs. All reports are exportable into multiple flat file formats including, Excel, PDF, Word, and CSV. Reports can be scheduled to run on a periodic or as-needed basis. Furthermore, the reporting BI tool can be configured to automatically generate email notifications allowing for real-time system-generated alerts based on data, such as: sales, inventory, vehicle telematics and any other data required by operational and functional managers. The overall scope of any Fuel Management System is to provide turnkey fuel management solutions for capturing fleet fuel sale transactions at unattended service stations. Syntech provides the FuelMaster 4000 Series system, which delivers fuel transactional data and system status to the cloud-hosted enterprise in real-time. This real-time aggregation of data is performed using communications with enterprise servers, meaning transactions completed at FMUs are uploaded to the enterprise as soon as they are completed. Conversely,

		changes made in the enterprise server (e.g. proximity card authorizations/de-authorizations and FMU Configurations), are pushed to FMUs as soon as the records are saved. FMU pedestals are installed at the fuel islands and can control up to eight fuel points. Interfacing directly with installed fuel dispensing systems, FMUs receive fuel quantity data from mechanical or digital pulse emitting devices. Additionally, the FMU provides a wide selection of source media options, providing support for magnetic stripe cards, keypad entry, proximity cards/fobs (see list below for current list of supported formats) as well as proprietary Prokee and AIM devices. HID Standard 26BIT HID Standard 34BIT HID Corporate 1000 - 35BIT HID 36BIT Clock & Data HID 37BIT (w/o Facility Code) HID 37BIT (w/ Facility Code) HID Corporate 1000 - 48BIT With these supported authorization devices, the system provides configurable authorization workflows. The authorization workflow defines what steps must be taken by the operator interacting with the FMU in order to start a transaction (e.g. begin fueling). A workflow is a series of steps that must be followed in order to initiate a fuel sale, the FMLive system supports our proprietary devices like the AIM or Prokee as well as third party media to be the initiator. Central to the FMU is a custom embedded Linux Operating System (OS) that provides the flexibility to keep abreast with emerging technologies. This ensures that the FMU can meet future organizational needs. FMUs are configured to transmit system events, such as: fuel sale transactions, system messages, authorization attempts, inventory and fuel delivery data to the FMLive enterprise server in real-time and provide users with the most up-to-date operational and financial data. Additionally, an audit trail of all systems events and transactions is maintained throughout the system providing administrators the information to accurately trace data from cradle to grave. Systems are designed to withstand shock and vibration from routine use in the field including extreme temperatures of -40 ° F to +140 ° F. The FMU also conforms to National Electric Code (NEC), National Fire Code (NFC), and Confomité Européene (CE) for use in volatile fuel servicing area where fuel vapors may be present. In addition, Syntech's FuelMaster solution provides the capability of integrating Tank Monitoring Units (TMUs) inventory and delivery notifications into the enterprise application. Incorporating fuel tank inventories and deliveries into the application provides the customer with the data necessary to reconcile fuel sale transactions against inventories and provides low fuel level notification, ensuring on-time fuel deliveries. Finally, FMUs have the capability of transmitting transactional and system data to the cloud via the customers local area network either through ethernet or Wi-Fi. However, the recommended communication medium is cellular modem, providing the system with the flexibility, reliability and security of a private cellular network. Thus, the Syntech 4000 series FMU delivers the technology that will reduce the requirement for costly infrastructure upgrades and provide the network security protocols necessary to combat emerging cybersecurity threats. See attached "FMLive Overview" document for more detail.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	A reduction of Carbon Emissions from the transportation sector is the key component of our nation's goal to reduce greenhouse gas emissions 40% by the year 2030. This would put our greenhouse gas levels below the 1990 mark and continue to drive progress towards our climate and clean air goals. Within the transportation sector, government programs have created initiatives to accelerate the management of carbon emissions with new technology for vehicles and heavy equipment. The fleet and transportation segments will continue to see more regulation in the future to ensure the use of clean technologies, especially along primary freight corridors. The Automotive Information Module (AIM Device) is the connected receiver to the vehicle's on-board diagnostic system (OBD). With AIM connected to the OBD, and Radio Frequency Identification (RFID) communication from the vehicle's AIM device to the Fuel Management Unit (FMU), vehicle data can be recorded and reported through the fuel management platform. The OBD is a computer-based-system designed to aid in the monitoring and management of major engine components. In addition to Engine Diagnostic Codes and indicators like Check Engine Light, dozens of other engine performance and driver behavior data points can be collected and reported. AIM reports such metrics as Engine Idle Time and Maximum Engine Oil Temperature. Additional data related to Oxygen Sensors, Exhaust Gas, and Fuel/Air Ratio are also available through an OBD via AIM. Syntech Systems is working with greenhouse gas conscience fleet managers to determine the bundle of data points desired to assist in managing their fleet to new clean air standards. The AIM technology is a true asset in collecting this data. We are eager to work with a local firm to tailor the system to provide the right data through AIM. With over 400 parameters available through the OBD, we can focus on the most important data needs for our customers. Advancements in technology, like AIM, will be a catalyst in our ability to achieve 80% reduction in greenhouse gas emissions by 2050.	*

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	At Syntech, we understand the harmful effects that discarded electronics can have on the environment. With that in mind, Syntech has taken large strides in its effort to reduce the amount of heavy metals included in our products using the 2011/65/EU directive as our guide. This ensures RoHS compliance as we develop our products. Meaning there is a Maximum Concentration Value (MCV) for heavy metals and flame retardants covered by RoHS are as follows: • Lead (0.1 %) • Mercury (0.1 %) • Cadmium (0.01 %) • Hexavalent chromium (0.1 %) • Polybrominated biphenyls (PBB) (0.1 %) • Polybrominated diphenyl ethers (PBDE) (0.1 %)	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Syntech is a Veteran-Owned Small Business (VOSB) and Woman or Minority Business Entity (WMBE) that employs program/project management, engineering, deployment solutions, as well as, vehicle and logistics personnel with decades of experience. Furthermore, the core leaders of Syntech come from the realms of big business and government sectors, carrying the experience and knowledge of running large scale operations with multiple simultaneous task orders to our operational design.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Syntech is a highly qualified and responsive commercial vendor that has forged a comprehensive and technically competent team. Syntech is the most capable company within the fueling and fleet data management arena as evidenced by the vast experience it has obtained over the forty (40) years within the industry, as well as the demonstrated breadth and depth of its technical staff. Currently the company can cite the following experience in the government space, a quality unique to Syntech: - The company has ~8,000 individual customers worldwide operating ~3.5 million vehicles daily. - The company supports over 20,000 fueling locations worldwide, including ~897 units within the Department of Defense at 340 separate military installations. - Syntech has the most comprehensive technical support team in the fueling automation industry with ~8,800 units under active maintenance support at ~3,300 unique locations. - Included among the customer base are 28 State Departments of Transportation utilizing our Fuel Management Systems. - The company has sold and supports ~500,000 AIM Units (Automotive Information Modules) among ~560 different customers including ~18,000 by the Department of Homeland Security.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	The basic warranty for each FuelMaster FMU provides coverage for parts and telephonic labor for a period of one year from date of start-up or fifteen months from date of shipment, whichever occurs first. Each Prokee is warranted against defects in material and workmanship for a period of five years. A toll-free number for technical assistance is also included. This line affords the customer access to product support personnel who will answer questions regarding operation of FuelMaster hardware or software and provide diagnostic capabilities when necessary. Under terms of this agreement, FuelMaster technicians will telephonically diagnose problems, with the assistance of the customer, to determine warrantable conditions, and possible problem solutions. Syntech will replace all defective parts and provide assistance to the customer in installation of replacement parts to allow the unit to be repaired as expeditiously as possible. Please note that the FuelMaster was designed in a modular manner to provide easy and rapid exchange of parts, even by non-technical personnel. Other systems are not designed this way and consequently do not offer warranties comparable to FuelMaster.	*

43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	All FuelMaster Fuel Management Systems must be initialized to validate the warranty of the equipment. Initialization is the startup, inspection, and tests performed to certify the installation. Initialization can be completed only by a Syntech FuelMaster technician, or a technician who has completed the Syntech FuelMaster Installation School. Final certification must be accomplished jointly by the Customer and Syntech factory trained personnel. When a Prokee or smartcard is inserted after initial power-up, FMUs will prompt the initializing technician to call 1-800-888-9136, ext. 1500, for an activation code. This number connects to Syntech's Customer Satisfaction Center (Help Desk). The caller will be forwarded to a Customer Satisfaction Center (CSC) technician who has a 1-page form to complete before providing the activation code. The caller will be asked pertinent questions about the site and FMU. The CSC technician will need the FMU serial number to generate an activation code. It is very important the FMU is assembled with the correct upper cabinet which matches the pedestal with the serialized ID plate. If not, the activation code will not activate the FMU.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Systems comes standard with a 1-year (or 15 months from shipping date) warranty that covers support and distributor visits for those tasks that cannot be performed by the customer or areas that require a higher level of expertise. After the warranty period, Syntech offers three extended maintenance plans with varying levels of support, allowing the customer to choose the best package for their operations.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	There are no geographic areas for which Syntech cannot provide a certified repair technician. The primary method for warranty repairs is to ship replacement parts to the customer to replace with assistance from the CSC. If the Customer is unable to replace the parts, the warranty covers distributor visits for those tasks that cannot be performed by the customer or areas that require a higher level of expertise.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Associated equipment including printers, personal computers, and other items not manufactured by Syntech Systems, Inc. are warranted to the extent covered by the original manufacturer. Syntech does warrant the interface of OEM products to all FuelMaster equipment and will assist any customer in further obtaining warranties when it is determined to be appropriate.	*
47	What are your proposed exchange and return programs and policies?	Syntech allows Return or Exchange of FuelMaster parts generally at no charge. Under the maintenance programs, we require that failed parts be returned for analysis and possible repair. Syntech generally provides the customer with a pre-paid shipping container to facilitate this process.	*

48	Describe any service contract options for the items included in your proposal.	Manufacturer's Warranty: Standard Warranty All FuelMaster units come with a manufacturer's warranty of 12 months from installation or 15 months from date of shipment, whichever comes first. This standard warranty provides: • Unlimited phone support and diagnostics from 8:00am – 8:00pm EST Monday through Friday, excluding federal holidays. • Free software/firmware updates • Free required repair parts (exclusions are Acts of God, surge repair kits, vandalism, and faulty installation or operation by a vendor. This also does not cover site visits by FuelMaster technicians if required). Super Warranty The standard warranty on your FuelMaster units can be upgraded to our super warranty level to provide the following additional coverage: • Unlimited 24/7 phone support and diagnostics with no holiday restrictions. • Free software/firmware updates • Free required repair parts • Free Surge Repair Kits • Acts of God Coverage • Free FuelMaster certified technician site visits as required AIM Module Warranty The basic AIM warranty period that comes standard with purchase for each module is 12 months from the date of shipment and provides: • Unlimited phone support and diagnostics from 8:00am – 8:00pm EST Monday through Friday, excluding federal holidays. • Free Firmware Updates • Failed hardware replacement Extended Warranty Plans: There are several support options available to extend your manufacturer's warranty on your FuelMaster units and AIM modules. These extended warranty plans are designed as a way to preserve your investment in FuelMaster. Customers under all support plans are provided with a toll-free number and have access to FuelMaster technicians to assist in operations and diagnostics. Listed below are our extended warranty options: Limited Maintenance • Unlimited phone support and diagnostics from 8:00am – 8:00pm EST Monday through Friday, excluding federal holidays. • Free software/firmware updates • 10% discount on repair parts Standard Maintenance • Unlimited phone support and diagnostics from 8:00am – 8:00pm EST Monday through Friday, excluding federal holidays. • Free software/firmware updates • Free required repair parts (exclusions are Acts of God, surge repair kits, vandalism, and faulty installation or operation by a vendor. This also does not cover site visits by FuelMaster technicians if required). Super Maintenance • Unlimited 24/7 phone support and diagnostics with no holiday restrictions. • Free software/firmware updates • Free required repair parts • Free Surge Repair Kits • Acts of God Coverage • Free FuelMaster certified technician site visits AIM Module Maintenance • Unlimited phone support and diagnostics from 8:00am – 8:00pm EST Monday through Friday, excluding federal holidays. • Free Firmware Updates • Failed hardware replacement See attached "Warranty and Maintenance Plans" document	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Standard Payment Terms are NET 30 but we are flexible with customers and distributors when circumstances require. The nature of the industry is often long lead times between ordering and final completion causing cash flow problems for distributors, and pressure on Sourcewell Members to make advance or progress payments. We work with both parties to assure contracts are executed and completed satisfactorily and payments are as timely as possible.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Syntech can arrange with leasing organizations to provide financing proposals to customers, depending on credit & financial qualifications. Syntech is always willing to work with any Government or Education Agency in creating a leasing plan and finding the best financial institution.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	When Syntech receives an order through Sourcewell, the Customer ID is created with a distinct code, which identifies the order as a Sourcewell Contract order. This both ensures the customer receives the negotiated Sourcewell Contract discount and provides a method for reporting to Sourcewell. Syntech's accounting department runs a monthly activity report to specifically identify Sourcewell Contract orders. Every quarter, the monthly reports are consolidated into a spreadsheet that is provided to Sourcewell along with the 2.5% administrative fee for all Sourcewell Contract orders.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Syntech does accept purchases using the P-card procurement and payment process, there are no additional fees for using this process.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Syntech provides a 10% discount and additional volume discounts on all product categories, except for services, extended maintenance plan and shipping & handling. Product categories that do not receive discounts are identified in the Syntech Equipment and Services Catalog under the following headings: FMLive SERVICES EXTENDED WARRANTY MAINTENANCE PLANS TRAINING SERVICES CUSTOMER SUPPORT SERVICES SHIPPING AND HANDLING COSTS All other products receive the 10% discount, see attached "Detailed Pricing Data" spreadsheet for a list a list of all products offered with discount.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing to Sourcewell participating agencies is represented as a 10% discount from the manufacturer's suggested retail price (MSRP) from all hardware included in the attached Equipment and Services Catalog.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	In addition to the 10% discount, Syntech will negotiate greater discounts on larger opportunities.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Open market items or equipment not listed in Syntech's Product and Services Catalog are typically provided at cost plus a markup percentage. In some cases, based on general need of the open market item, the item may be added to the Product and Services Catalog, at which point Syntech will provide an updated copy to Sourcewell.	*

57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The most common costs beyond Syntech equipment are site preparation and installation. It is typical for a customer to have an existing fuel island with operational fuel tanks, pumps and dispensers. However, if the customer has never had a fuel management system, additional hardware such as mechanical pulsers or digital pulse output circuit boards may need to be added to their existing equipment. Additionally, installation material like conduit and cabling prices vary based on the location, and quantity required is determined by physical layout of the fueling site(s). In some cases, installation may require underground conduit, which in turn may require trenching. Furthermore, a large fueling site may require multiple Fuel Management Units (FMUs) increasing the volume of installation material and labor required to complete the installation, all of which impacts the total installation cost. In some scenarios, Syntech may be replacing a competitor's system, which does generally lower the overall cost, as the required conduit, for the most part, is already in place. However, every installation varies. Quotes for installation are best when an onsite assessment can be completed by a local certified installer or Syntech Field Service Representative. A major component of our services is to guide the Sourcewell Member through this process to facilitate a successful project at the lowest practical cost!	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Syntech offers fixed fee handling and freight (ground) charges for several items within the Continental United States, including: FMU/Satellite Unit Legacy Mobile Upgrade (Upper Cabinet Components) PowerVar Three Line Display Pedestal Receipt Printer Ligowave Electronic Interface Dispenser Kit AIM Kit Additionally, when customers use their own freight accounts, Syntech offers handling only options. All other orders will use a handling and freight fee based on the total dollar value of the order. Finally, freight charges for any location outside the Continental United States is based on estimates provided by the carrier using the weight and dimensions of packages to be shipped. See page 32 of the attachment "Syntech Equipment and Services Catalog- Effective June 2020"	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	With customers all over the globe, Syntech regularly ships items to areas outside of the Continental United States. Delivery terms are based on customer requirements and project timelines. Freight charges for locations outside the Continental United States are based on estimates provided by the carrier, using the weight and dimensions of packages to be shipped.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Syntech has cultivated a network of over 500 active distributors. These distributors are FuelMaster certified installation, repair and maintenance companies who have been factory certified to work on FuelMaster equipment, to include; fuel management systems, Fuel Management Units (FMU), AIM systems and read/write key devices and associated systems or units. As members of the Petroleum Equipment Institute (PEI) these distributors have on-staff personnel who are certified to install, maintain and repair bulk fuel level monitoring systems or Automated Tank Gauges (ATG) systems, fuel pumps/dispensers (to include hoses and nozzles), electrical/mechanical systems, information technology systems, environmental compliance systems and to perform project/program management in their geographic areas of operation. Syntech employs these local area FuelMaster certified distributors to render expertise in the aforementioned areas of knowledge to provide installation services and to provide rapid response to maintenance and repair needs reducing cost to the customer.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.		

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Our self-audit process begins with the receipt of new purchase orders, the order is first evaluated to determine if the customer is a Sourcewell participating entity. If identified as such, purchase orders are validated to ensure the entity is receiving the negotiated Sourcewell contract pricing. Once confirmed, the order is processed. Each customer has a unique Customer ID within our order system, Sourcewell participating entities receive a distinct contract code embedded in their customer ID. This allows us to quickly identify the participating entity, and guarantees they receive contract pricing on all subsequent/future orders. Syntech's accounting department generates weekly and monthly reports, providing them to Sales and Marketing, for use in evaluating contract performance metrics. Additionally, a quarterly report is generated to calculate the Sourcewell administrative fee, the report is reviewed for accuracy and when approved by the CFO , a check is issued and delivered to Sourcewell along with the quarterly report.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Syntech proposes a 2.5% administrative fee to be paid to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract. The 2.5% fee is calculated as a percentage of sales under the contract, it is not a line-item addition to the participating member's cost of goods.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Syntech Systems is offering world class fuel management systems, trusted by the Department of Defense and Department of Homeland Security. For a more detailed description of our products and services, please review the attached Equipment and Services Catalog.	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Fuel Management, Fuel Inventory Tracking, Fuel Accounting, Fleet Management, Telematics, Data Management, Cloud Hosted Services, Real-Time Data Collection, Business Intelligence, Information Security	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Aboveground fuel and fluid storage tanks	○ Yes ◉ No	Syntech partners with entities offering aboveground fuel and fluid storage tanks, providing fuel and fleet management hardware, software, and other ancillary services.	*
67	Fuel and fluid hardware	◉ Yes ○ No	See Equipment and Services Catalog	*
68	Fuel and fluid management software	◉ Yes ○ No	See Equipment and Services Catalog	*
69	Installation, testing, maintenance or repair services	◉ Yes ○ No	See Equipment and Services Catalog	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Syntech reports all Sourcewell transactions on a monthly basis in its Monthly Sales Report including Customer, Sales Volumn, transaction count and totals for the month and Year to Date and comparison to the prior year. These values are compared to historical totals beginning in 2011 and evaluated for adequate growth. Additionally, individual Regional Sales Managers use of Sourcewell is reported and evaluated for effectivity of use and meeting objectives.	*
71	Describe the security systems in place for protecting and controlling access to your solutions.	User accounts are created with unique usernames that then become the account identifier throughout the system. The account also requires a first and last name be entered which allows the administrator to correlate the unique identifier with the proper name of the individual. Additionally, the accounts are assigned roles and organization during creation. Role-based access ensures that the account is created using the least privilege principle while the organization assignment determines whose data the account is authorized to view. By default, FMLive institutes single-factor authentication with a username and password. Accounts are required to use complex passwords, meeting the requirements of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63B (June 2017) or NIST SP 800-63-2 (August 2013) based on the customer's preference. NIST 800-63B Requirements - Contain at least 8 characters. - Not be identical to any of the user's last 4 passwords. - Not contain 4 of the same character in a row. - Not be a dictionary word. - Not be a password which has appeared in publicly documented data breaches of other applications. - Not contain personal information such as names, telephone numbers, account names, or birth dates. - Not contain FUELMASTER, FMLive, or Syntech. NIST 800-63-2 Requirements - Contain at least 15 characters. - Contain a mix of upper case letters, lower case letters, numbers, and special characters. - Not be identical to any of the user's last 10 passwords. - Not contain personal information such as names, telephone numbers, account names, birth dates, or dictionary words. - Differ from the previous password by at least four consecutive characters. If multifactor authentication is desired, the application also supports Personal Identifiable Verification (PIV) credentials, providing two-factor authentication using a hardware token. PIV credentials allow for a high level of assurance in the individuals that access FMLive because they are only issued by trusted providers to individuals that have been verified in person. PIV credentials are highly resistant to identity fraud, tampering, counterfeiting, and exploitation. When using PIV credentials FMLive maps the authenticated identity to an individual system account using the certificate name. If the user accessing the system has entered the correct PIN, the certificate name is valid in the application database to which the user will be granted access.	

		FMLive system and application logs are configured to log enough information to determine what type of event occurred, the date and time of the event, the location of the event, the source of the event, the outcome (success or failure) of the event, and the identity of the user/subject associated with the event and are monitored by the Syntech application administration team. The Application generates time stamps for all recorded events; all hosts and devices utilize Coordinated Universal Time (UTC) to ensure all events are correlated with a single authoritative source regardless of time zone. FMLive instances are built to meet the requirements of the most security-sensitive organizations. Amazon EC2 works in conjunction with Amazon Virtual Private Cloud (VPC) to provide security and robust networking functionality for your FMLive deployment. The VPC environment provides layered protection of the application and system resources. The first layer is the environment, which employs a deny-by-default firewall, only allowing access to whitelisted IP addresses/range provided by the customer and only for the ports required for HTTPS communication between the customer network and FMLive application server. Access to FMLive servers in AWS requires Multi-Factor Authentication (MFA) in addition to a whitelisted IP address. MFA is a simple best practice that adds an extra layer of protection on top of the username and password. When Syntech Operations administrators attempt to sign into an AWS website, they will be prompted for their username and password (the first factor—what they know), as well as for an authentication response from their AWS MFA device (the second factor—what they have). Taken together, these multiple factors provide increased security for your AWS account settings and resources. Auditable events are captured and stored at every layer within the system, recording and storing actions made within the environment. Capitalizing on the AWS CloudTrail provides increased visibility into user and resource activity by recording actions and API calls. This allows for identification of users and accounts that have called AWS, the source IP address from which the calls were made, and when the calls occurred. Next, the host virtual machines maintain audit logs for operating system level events. After the operating system level log, the system audit log tracks TLS authentication attempts and configuration changes, recording the username or hostname, time/date, event type, category (successful/unsuccessful) and source IP address of the machine where the attempt was made. Finally, the application log records identity of the users and devices that attempt to authenticate to the FMLive application. The application records user authentication attempts and account modifications (password changes, expired passwords, dormant account expiration, and account creation). Application audit data is stored in the FMLive database, and access is restricted to users with the ‘Security’ role assigned to their user account. Audit logs are reviewed for signs of unauthorized access and elevation of information system privileges, unauthorized access to files, changes in access patterns, and repeated failed access attempts.	*
72	Describe how you will secure any participating entities' data captured during transactions.	The FMLive system is designed and developed to be compliant with NIST 800-53r4 security controls, meeting the threshold of a moderate baseline with many controls being compliant to the requirements of a high baseline. Communication between the FMU(s) and FMLive relies on a public key infrastructure (PKI), providing encryption of data using the TLS 1.2 (Transport Layer Security version 1.2) standard. Capitalizing on the use of the Federal Information Processing Standard 140-2 (FIPS 140-2) validated Bouncy Castle Java API, the system encrypts data to Department of Defense requirements, ensuring protection of all data in-transit. The recommended communication medium is cellular modem, providing the system with the flexibility, reliability and security of a private cellular network. Thus, the Syntech 4000 series FMU delivers the technology that will reduce the requirement for costly infrastructure upgrades and provide the network security protocols necessary to combat emerging cybersecurity threats.	*

73	Describe how your solutions can improve efficiency of fuel and fluid storage and dispensing.	One method for improving fuel efficiency is by monitoring driver behavior, our telematics systems report on vehicle speed, rapid acceleration and hard braking, all behaviors that negatively impact fuel efficiency. Studies show that fuel economy decreases at a rate of $0.20 per gallon for every five MPH increase in vehicle speed. Our systems identify vehicle speeding and harsh braking events. This information helps you understand and support good driving across your fleet. Fleet managers can also use the data provided by our system to analyze Vehicle-specific data on idling and driving behavior allowing them to accurately identify inefficient or abnormal activity by measuring changes over time with fuel and trend reports. Rather than trusting manual systems for tracking vehicle maintenance requirements, our system tracks engine run time and mileage, allowing Fleet Managers take the guesswork out of maintenance, reducing vehicle down time and optimizing fuel efficiency. Finally, the lack of a fuel management system often leads to theft, as has often been witnessed by employees filling their personal vehicle from the company's fuel tanks. The FuelMaster Fuel Management Unit (FMU) prevents theft requiring company issued authorization devices for fuel transaction authorizations. Our Automotive Information Module can also prevent other cases of fuel theft ensuring that every drop of fuel makes it into the vehicle.	*
74	Describe how you work with participating entities to ensure environmental best practices are followed.	Syntech works with its partners to ensure Sourcewell participating entities operate fuel stations that are compliant with all local, state, and federal environmental regulations including but not limited to applicable parts and subparts of 40 CFR, 33 CFR, 32 CFR, 49 CFR, 29 CFR, NEC and NFPA 30. Syntech and its it's partners perform site assessments pre and post installation to identify, communicate and remediate all potential issues that may impact compliance with environmental best practices.	*
75	Describe how your organization meets all relevant environmental regulations.	Syntech Systems, Inc. is dedicated to conduct all of its operations in the safest and most environmentally sound method possible. Compliance with internal General Safety Rules as well as certifying our products with applicable federal, state, and local safety codes assists us in achieving this objective. Fuel management by itself is considered a green product as it controls fuel, limits fuel spills, and provides accountability. Our patented Automotive Information Module (AIM) takes the green discussion to a new level. Syntech was on the cutting edge of the green initiative when it developed in 1996, the first AIM module as one of our green products. Several Clean Cities Coalition groups have partnered with us to raise the awareness level of fleet managers on the green aspects of our AIM product. This RFID module prevents a dispenser from being activated until the nozzle is inserted into the filler neck; it facilitates fuel accountability and inventory control; it records & monitors emission parameters; it eliminates accidental spills; works with alternative fuels such as Compressed Natural Gas, LPG, and Ethanol products; and, measures vehicle efficiency; and calculates idle time. There are many guidelines defining fuel dispensing and installation for electrical equipment. There are also many guidelines for installations in areas where Class I liquids are stored or handled and where Class II or Class III liquids may be stored at or above their flash points. The installer must be knowledgeable of the National Electric Code and any other applicable safety codes and standards. Syntech Systems, Inc. FuelMaster equipment and technicians comply with applicable federal, state, and local safety codes and standards. FuelMaster fuel management units have been designed to meet the following standards: National Electrical Code, NFPA #70 2011 Uniform Fire Code Underwriters Laboratories UL1238 and 913 CSA C22.2 No 142 & 157 FCC Part 15, Class A National Weights and Measures Certification Intertek - Intertek provides safety and performance certification services to nationally recognized standards for a wide range of electric, gas and oil-fueled products. These products range from commercial/consumer appliances to HVAC equipment to manufactured wood products. Items listed in our online directories will bear one of the ETL Listed, ETL Verified, ETL-EU, and GS, S RoHS ASTA or Warnock Hersey Listed marks. FuelMaster equipment is tested by Intertek to meet Underwriter's Laboratory (UL) 1238 and specific FuelMaster equipment meets UL913. FuelMaster equipment has also been certified to Canadian standards with CSA certification. For more on this certification, please visit http://www.intertek.com/directories/ National Conference on Weights and Measures – The FuelMaster FMU console/Controller is certified for use at self-service retail sites, tanker trucks, and any	*

		automated, fuel dispensing for any application ranging from small service stations to large scale fleet operations. The system provides the customer with a means to control access to petroleum products at un-manned locations and to account for and invoice the dispensed product. Certificate number: 02-115 For more information on this certification, please visit http://www.ncwm.net/ California Air Resources Board – CARB's mission is to promote and protect public health, welfare and ecological resources through the effective and efficient reduction of air pollutants while recognizing and considering the effects on the state's economy. CARB test methods are formal written procedures for measurement of physical parameters related to air pollution. These include pollutant emissions concentration and mass flow rate, materials properties such as asbestos content of solids and volatile organic content of wastes, and various aspects of the performance of vapor recovery systems at service stations, bulk plants and terminals. Additionally, these procedures are used for conducting emission tests on mobile sources of pollution, such as cars, trucks, motorcycles, boats, and off-road equipment. For more information on this certification, please visit http://www.arb.ca.gov/homepage.htm European Certification - FuelMaster has been certified to meet the CE standards. CE Marking is a mandatory legal conformity requirement for all products sold within the European Union that fall within the scope of a CE marking directive. By affixing a CE Marking logo to a product and signing the Declaration of Conformity, a product supplier is declaring to the EU authorities that the requirements of all applicable directives have been met. Depending on the directive, involvement of a European Union 'Notified Body' may be mandatory or voluntary. For more information on this certification, please visit http://www.tuv-sud.co.uk/uk-en In addition, Syntech and all partner distributors are required to comply with all local, state, and federal environmental protection regulations, including but not limited to applicable parts and subparts of 40 CFR, 33 CFR, 32 CFR, 49 CFR, 29 CFR, and NFPA 30	
76	Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.	Syntech has never been subjected to any regulatory infractions.	*

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 77. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification	

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Financial Strength and Stability - Syntech - Financial Statements & Line of Credit.zip - Monday September 28, 2020 10:41:48
- Marketing Plan/Samples - Syntech - Marketing Plan.zip - Monday September 28, 2020 10:52:45
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Warranty and Maintenance Plans.pdf - Tuesday September 29, 2020 14:18:33
- Pricing - Syntech Equipment and Service Catalog- Effective June 2020.zip - Monday September 28, 2020 11:45:02
- Additional Document - Additional Documents.zip - Tuesday September 29, 2020 14:17:56

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://www.sam.gov/portal/3; or

    c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sara Dunlap Fletcher, Marketing/Operations Manager, Syn-tech Systems, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Aboveground_Fuel_Storage_RFP092920 Tue September 22 2020 08:27 AM	☑	2
Addendum_6_Aboveground_Fuel_Storage_RFP092920 Tue September 15 2020 08:27 AM	☑	2
Addendum_5_Aboveground_Fuel_Storage_RFP092920 Mon September 14 2020 08:00 AM	☑	1
Addendum_4_Aboveground_Fuel_Storage_RFP092920 Tue September 8 2020 04:11 PM	☑	1
Addendum_3_Aboveground_Fuel_Storage_RFP092920 Tue September 1 2020 02:10 PM	☑	1
Addendum_2_Aboveground_Fuel_Storage_RFP092920 Mon August 31 2020 03:01 PM	☑	1
Addendum_1_Aboveground_Fuel_Storage_RFP092920 Mon August 31 2020 01:44 PM	☑	2

Syn-tech #092920-SYS

Pricing for contract #092920-SYS offers Sourcewell participating agencies the following discounts:

- Discount of 10% off MSRP on hardware
- In addition, volume discounts may be offered on a case-by-case basis

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

State Departments, Boards, and Commissions
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Section 39-2-2(d)(2), *Ala. Code* 1975 as amended by Act No. 2023-497, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded herein below. 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 of air conditioning or heating units and systems from an Alabama vendor who has been granted approved vendor status as part of the following contract award:

- Sourcewell RFP #070121

*****This approval does not authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.**

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. See Section 39-2-2(d)(2)b, *Ala. Code* 1975. Further, upon request, the vendor is required to provide the governmental entity with a report of sales made during the previous 12-month period. See Section 39-2-2(d)(2)d, *Ala. Code* 1975.

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.

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:2/27/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Thinkgard LLC for annual renewal of network protection software for MIT.
General fund.

Amount of Contract:

$21,060.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240214 Think Agenda Package POs	Cover Memo	2/14/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	2/15/2024 - 12:39 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
4533	2024	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF NETWORK PROTECTION SOFTWARE FOR MIT (EXEMPT AS SOFTWARE, BELOW BID REQUIREMENT)	$21,060.00	(297326) THINKGARD LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00004533-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
THINKGARD LLC 160 YEAGER PARKWAY SUITE 200 PELHAM, AL 35124 Tel#205-240-9245	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/25/24	297326	01/25/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER TIPS CONTRACT #220105 AND YOUR QUOTE #20240124-153337376.			
001	Network protection software renewal (Consumption Tier: 500 GB Monthly) Standard Plan: (1 Year Agreement) • Includes: o	1.00 EACH	21060.00000	21060.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			21060.00

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

Deliver To
MIT

Bill To	Requisition 00004533-00 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
THINKGARD LLC 160 YEAGER PARKWAY SUITE 200 PELHAM, AL 35124 Tel#205-240-9245	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/25/24	297326	01/25/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	651 CHURCH STREET MOBILE, AL 36602			

Requisition Link

Requisition Total 21060.00

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115.	21060.00	1440766.35
INFORMATION TECHNOLOGY EXP SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
Approved	01/25/24	GREG HOLLIDAY	Auto approved by: 91057606
Approved	01/25/24	SCOTT KEARNEY	
Approved	01/25/24	UDARA JAYASENA	Auto approved by: 91057606
Approved	02/08/24	DONALD ROSE	Approved by: 9105fola
Approved	02/08/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	02/08/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	02/08/24	SAMANTHA COOLEY	Auto approved by: 910516727
Approved	02/08/24	JOHN PAINE	Auto approved by: 910516727
Approved	02/08/24	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

Submitted by:

Relya Gill McMillian
Capital Projects Administrator

Sponsored by:

William S. Stimpson,
Mayor

Purpose and Scope of Project:

To transfer $850,000 from Unassigned Fund Balance in the General Fund (Fund 1000) to C0941 MPD-Mounted Unit Police Facility in the Capital Improvement Fund (Fund 2000).

Funding Source

Project # **Discretionary Funds**

Project String 2000.2000 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
MPD-Mounted Police Facility	Cover Memo	2/15/2024

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	2/15/2024 - 12:31 PM
Budget	Sapp, Celia	Approved	2/15/2024 - 11:33 AM
Legal	Kern, Chris	Approved	2/15/2024 - 12:47 PM
Legal	Kern, Chris	Approved	2/15/2024 - 12:47 PM
Mayors Office	Barber, James	Approved	2/15/2024 - 1:05 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, **ALABAMA,** that the sum of $850,000.00 be specifically allocated pursuant to Alabama Code Section 11-44C-57 from the Unassigned Fund Balance in the General Fund (Fund 1000) to Capital Improvement Fund (Fund 2000) Capital Project #C0941 MPD-Mounted Police Facility.

These funds will be used to purchase a new mounted police facility.

ADOPTED:

_____

CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

Submitted by:

CARLEEN STOUT-CLARK, DEPUTY DIRECTOR, REAM

Sponsored by:

MAYOR WILLIAM S. STIMPSON

Purpose and Scope of Project:

AUTHORIZE THE PURCHASE OF 6160 GASTON LOOP ROAD W, GRAND BAY, AL 36541, IN THE AMOUNT OF $839,000 PLUS CLOSING COSTS

Amount of Contract:

$839,000 PLUS CLOSING COSTS

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

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	2/15/2024
Purchase and Sale Agreement	Exhibit	2/15/2024

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Stout, Carleen	Approved	2/15/2024 - 11:19 AM
Capital	Rhodes, Brenda	Approved	2/15/2024 - 12:27 PM
Legal	Kern, Chris	Approved	2/15/2024 - 12:47 PM
Mayors Office	Barber, James	Approved	2/15/2024 - 1:05 PM

2024

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and hereby are, authorized to execute Purchase and Sale Agreement and to accept the Deed for the acquisition of 25 ± acres of land, a small house, workshop/garage, and horse stables, commonly known as 6160 Gaston Loop Road West, Grand Bay, Alabama 36541, and more particularly described on Exhibit A, attached hereto and made a part hereof, as set out in the instruments attached hereto for the price of $839,000.00.

Said property is being conveyed to the City of Mobile by Larry R. and Tammie L. Wright.

Be it resolved that the Executive Director of Finance be and is authorized and directed to issue payment in the amount of the sales price plus closing costs, less prorate share of property taxes payable to Title Company, Pierce Ledyard, PC.

Be it further resolved that the Deputy Director of Real Estate Asset Management of the City of Mobile is hereby authorized and directed to execute for and in the name and on behalf of the City of Mobile whatever supporting documents, affidavits, closing statements, or other ancillary forms necessary to complete the purchase of said property.

Adopted :

_____
City Clerk

Exhibit "A"
6160 Gaston Loop Road West

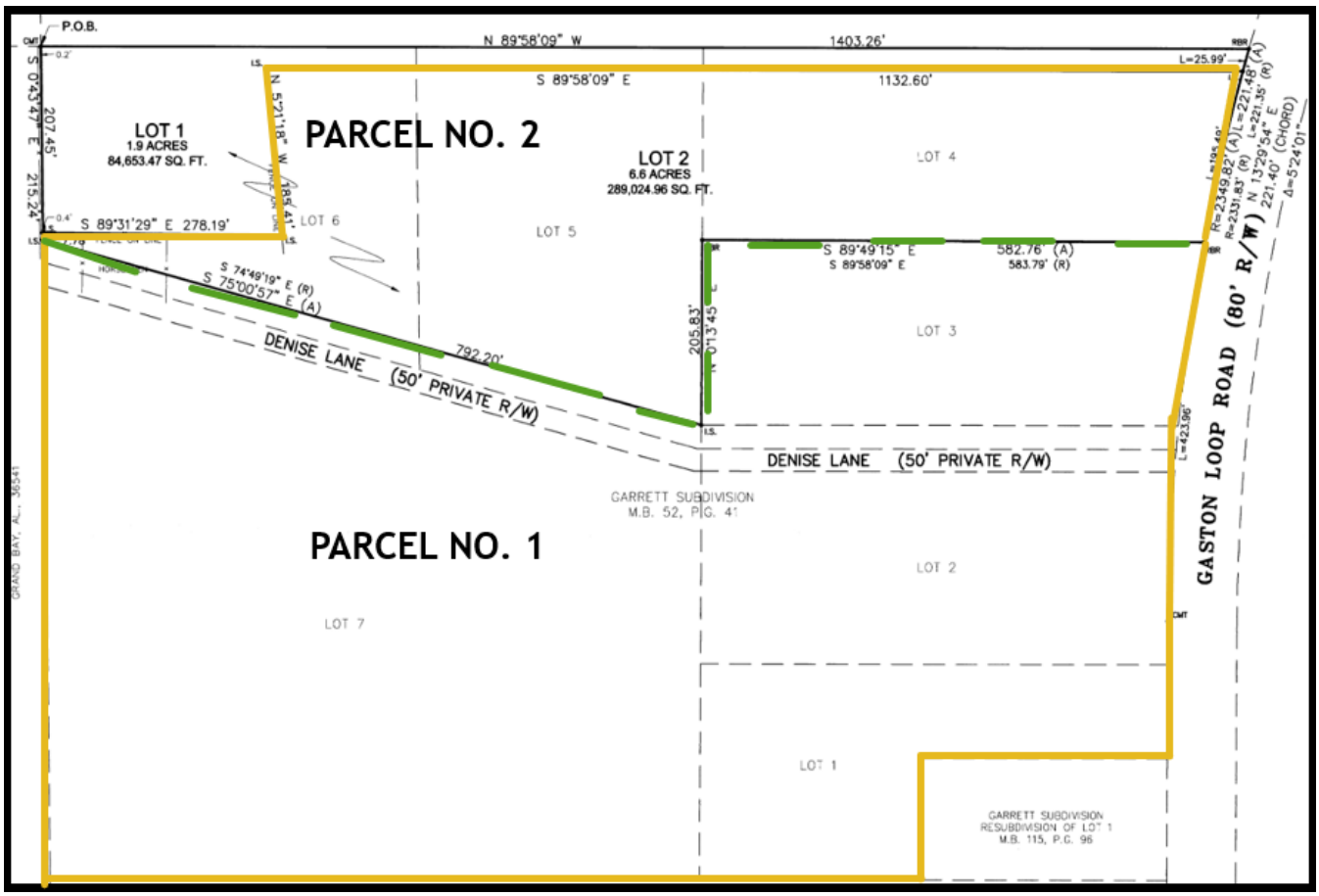
LEGAL DESCRIPTIONS:

PARCEL NO. 1: 3508330000010.015 / KEY NO. 2359511:

LOTS 1, 2, 3, AND 7 GARRETT SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 52, PAGE 41, LESS AND EXCEPT LOT 1 OF THE RESUBDIVISION OF LOT 1, GARRETT SUBDIVISION AS RECORDED IN MAP BOOK 115, PAGE 96, IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

PARCEL NO. 2: 3508330000010.021 / KEY NO. 4003016:

LOT 2, WRIGHT/WYATT SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 122, PAGE 89, IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.



STATE OF ALABAMA
COUNTY OF MOBILE

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of_____, 2024 by and between **Larry R. Wright and Tammie L. Wright,** hereinafter referred to as "Sellers" and, **CITY OF MOBILE**, an Alabama Municipal Corporation, hereinafter referred to as "Buyer".

RECITALS:

WHEREAS, 6160 Gaston Loop Road West, Grand Bay, AL, was listed and marketed at the value range of $850,000 - $875,000. City of Mobile has submitted an offer of $839,000.00.

WHEREAS, this purchase is contingent on the approval and consent of the Mobile City Council;

WITNESSETH:

That the parties hereto in consideration of the mutual promises and covenants hereinafter set forth do hereby agree that Sellers promise to sell and Buyer promises to purchase the property "AS IS, WHERE IS" and subject to the terms and conditions contained below, that certain real property, hereinafter referred to as "the Property," owned by Sellers and situated in Grand Bay, in Mobile County, Alabama, 25 +/- acres, located at 6160 Gaston Loop Road West, Grand Bay, AL and more particularly described on Exhibit A, attached hereto and made a part hereof.

1. PURCHASE PRICE

The total Purchase Price for this property shall be EIGHT HUNDRED THIRTY-NINE THOUSAND AND NO/100 ($ 839,000.00) DOLLARS.

2. TERMS OF PAYMENT

Buyer shall pay to Sellers in cash at the closing of said Purchase and Sale the sum of EIGHT HUNDRED THIRTY-NINE THOUSAND AND NO/100 ($ 839,000.00) DOLLARS. All earnest money shall be applied to the Purchase Price at Closing.

3. EARNEST MONEY

Within five (5) days of full execution of this contract, Buyer shall deposit ONE THOUSAND AND NO/100 DOLLARS ($1,000.00) (the Earnest Money Deposit in certified funds) evidencing Buyer's good faith. Said funds to be deposited in escrow with Pierce Ledyard, PC, 3801 Airport Blvd, Mobile, AL 36608 ("Escrow Holder") to be applied to the purchase price. If the title is not marketable, or other contingencies or provisions as hereinafter specified cannot be met, this deposit is to be refunded to Buyer, otherwise to be retained by Sellers. In the event of default by Buyer, all deposits made hereunder may be forfeited as liquidated damages at Sellers' election, or alternatively, Sellers may retain such deposits as part payment of the purchase price and pursue Sellers' legal or equitable remedies hereunder against Buyer.

If Escrow Holder is notified in writing of a dispute between Buyer and Sellers regarding the Earnest Money Deposit, Escrow Holder shall be entitled to interplead the Earnest Money into a court of competent jurisdiction in Mobile County, Alabama, whereupon Escrow Holder shall be released from all obligations and liability hereunder.

4. CLOSING AND POSSESSION

This sale shall be closed at Pierce Ledyard, PC, 3801 Airport Blvd, Mobile, AL 36608 on or before thirty (30) days after all terms and conditions herein have been satisfied and complied with and after all paperwork has been delivered, reviewed, and accepted by the parties ("Closing Date"), with possession by Buyers no earlier than April 10, 2024. **Sellers shall provide the Warranty Deed. Buyer shall pay to record the deed**. In the event Buyer does not close on the property, Buyer shall make available to Sellers any additional engineering performed on the property. Each party shall be responsible for its cost of legal representation, if any. Sellers are represented by RE/MAX Realty Professionals, Inc., and shall be paid by Seller out of the total gross proceeds.

5. TITLE AND CONVEYANCE

At the closing, Sellers shall convey to Buyer by Warranty Deed, the indefeasible estate in fee simple to the Property, free and clear of all liens and encumbrances and subject only to the following:

(a) Current ad valorem taxes not yet due and payable at the time of closing.
(b) Standard exceptions of title insurance commitments issued within the State of Alabama.

6. COMMITMENT FOR TITLE INSURANCE

Within ten (10) days from the date of the complete execution of this Agreement, Buyer, at Buyer's expense, shall obtain commitment for title insurance from Pierce Ledyard, PC, in the full amount of the purchase price, said commitment shall obligate its issuer to provide an Owner's Guaranty of Title subject only to the exceptions described in Paragraph 5 above.

7. BUYER'S CONDITIONS PRECEDENT TO CLOSING

This contract of Purchase and Sale is subject to and conditioned upon Buyer's satisfaction to the following:

I. Due Diligence

Buyer shall have thirty (30) days from the complete execution of this document to perform all studies and tests necessary for Buyer's intended project ("Due Diligence Period"). In the event that during the Due Diligence Period all conditions are found to be acceptable, at Buyer's sole discretion, Buyer shall notify Sellers in writing to proceed to closing. Should Buyer so proceed, sale shall be closed within three (3) days after all necessary documents are ready. If on or before the expiration of the Due Diligence Period Buyer determines that the Property is not acceptable to Buyer for any reason whatsoever in Buyer's sole and absolute discretion, then Buyer shall have the unqualified right, at its election, to cancel and terminate this Agreement by written notice delivered to Sellers on or before the expiration of the Due Diligence Period, whereupon the Earnest Money shall be refunded to Buyer and this Agreement shall be deemed canceled and terminated and neither Sellers nor Buyer shall have any further obligation or liability to the other hereunder.

II. Property Inspection

Sellers shall grant Buyer or Buyer's agent the right to go upon the subject property and conduct such soil, engineering, environmental, and other tests, as Buyer deems desirable. Buyer shall pay all costs associated with any testing. Buyer shall not commit any waste of said property and shall be responsible for restoring the property to its original condition.

Within three (3) days of this executed contract, Sellers will provide to Buyer upon request all available tests, studies, inspections, reports, surveys, maps, drawings, or any pertinent information to the subject property to the Buyer without warranty.

8. RISK OF LOSS

Pending the close of this transaction, the risk of loss or damage shall be on the Sellers. At closing Sellers shall deliver to Buyer possession of the Property in substantially the same condition as on the date of this Agreement.

9. DISCLAIMER

Neither Buyer nor Sellers have relied upon, been given, or offered any legal advice or opinions by real estate agents or brokers in connection with this Purchase and Sale Agreement or in the preparation of this Agreement, nor are agents or brokers to be held liable for any condition or non-performance of this Agreement.

10. PRORATIONS

All Ad Valorem taxes and rents are to be prorated as to the date of closing of this transaction. All bills and expenses shall also be prorated as of the closing date.

11. WAIVERS AND OTHER AGREEMENTS

This contract shall constitute the entire Purchase and Sale Agreement for the Property between the Sellers and the Buyer, all other Purchase and Sale Agreements between Sellers and Buyer for the Property, written or verbal, of any kind whatsoever being superseded and replaced by this Agreement. Any party hereto may waive any condition or requirement in favor of said party, or any default or defect in the performance of any other party hereto by giving notice of such waiver in writing to all parties hereto.

12. NOTICES

All notices, deliveries, or tenders given or made in connection herewith shall be deemed complete and legally sufficient if in writing and if delivered or mailed by U.S. First Class Mail, postage prepaid, and deposited in a post office in the continental United States, or by facsimile with verification of transmission and properly addressed to the respective party for whom same is intended, to wit:

To the Sellers:	To the Buyer:
Larry R. Wright and Tammie L. Wright 6160 Gaston Loop Road West Grand Bay AL 36541	City of Mobile, Real Estate Dept. P.O. Box 1827 Mobile, AL 36633-1827

13. HEADINGS

The numbered headings herein written are for the purposes of easy reference only and have no other application or effect.

14. SPECIAL PROPERTY ASSESSMENT

All special property assessments that have become a lien on the subject Property prior to the date of closing shall be paid by the Sellers without proration.

15. GOVERNING LAW

This contract shall be governed by and interpreted under the laws of the State of Alabama, and jurisdiction for any dispute shall be Mobile County, Alabama.

16. BINDING EFFECTS

The covenants herein contained shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, executors, successors and assigns of the respective parties hereto.

17. TIME

Time is of the essence with this Agreement.

18. CONSTRUCTION OF AGREEMENT

All provisions of this Agreement have been subject to full and careful review by and negotiation between Buyer and Sellers. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

19. NON-DISCRIMINATION.

Buyer and Sellers 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.

20. IMMIGRATION.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

21. SELLERS' REPRESENTATIONS, WARRANTIES.

Sellers represent and warrant that:

(i) Sellers are the sole owners of the property and will execute all necessary contracts to transfer ownership upon approval of City Council.

(ii) There are no restrictive covenants or easements, except as provided in (vi) below, affecting the Property which would prevent Buyer's use of the property;

(iii) Sellers are aware of no pending or threatened condemnation or similar or similar proceedings affecting the Property or any portion thereof, nor have Sellers knowledge that any such action is presently contemplated;

(iv) To the best of Sellers' knowledge, the Property is not in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or to any remedial obligations under any applicable laws pertaining to health or the environment;

(v) To the best of Sellers' knowledge, no hazardous substances or solid wastes have been disposed of or otherwise released on the Property; at execution of this agreement Sellers shall furnish to Buyer copies of all environmental studies which Sellers have had performed or otherwise have in their possession pertaining to the Land, if any. Sellers have not used, nor authorized nor allowed the use of the Land for the handling, treatment, storage, disposal or release of any hazardous or toxic substance as defined under any applicable state or federal law or regulation including without limitation CERCLA. Sellers have no knowledge of any environmental matters pertaining to said Property.

(vi) To the best of Sellers' knowledge, no portion of the Property is affected by any special assessments, whether or not constituting a lien thereof.

----------SIGNATURE PAGE FOLLOWS----------

IN WITNESS HEREOF, the parties hereto have executed or caused to be executed this instrument as of the day and year first above written.

SELLERS: Larry R. Wright and Tammie L. Wright

Larry R. Wright Date 2/12/2024

Tammie L. Wright Date 2/12/2024

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that Larry R. Wright and Tammie L. Wright, signed to the foregoing Agreement for Sale and Purchase and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement for Sale and Purchase, they, in their capacity and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 12th day of Feb., 2024.

Notary Public

LISA LEE CROSS STATE OF TENNESSEE NOTARY PUBLIC PICKETT COUNTY

My Commission Expires: June 18 2025

BUYER: CITY OF MOBILE

BY_____ Date___/___/2024
William S. Stimpson, As Its Mayor

ATTEST:

_____
Lisa C. Lambert, as City Clerk

Exhibit "A"
6160 Gaston Loop Road West

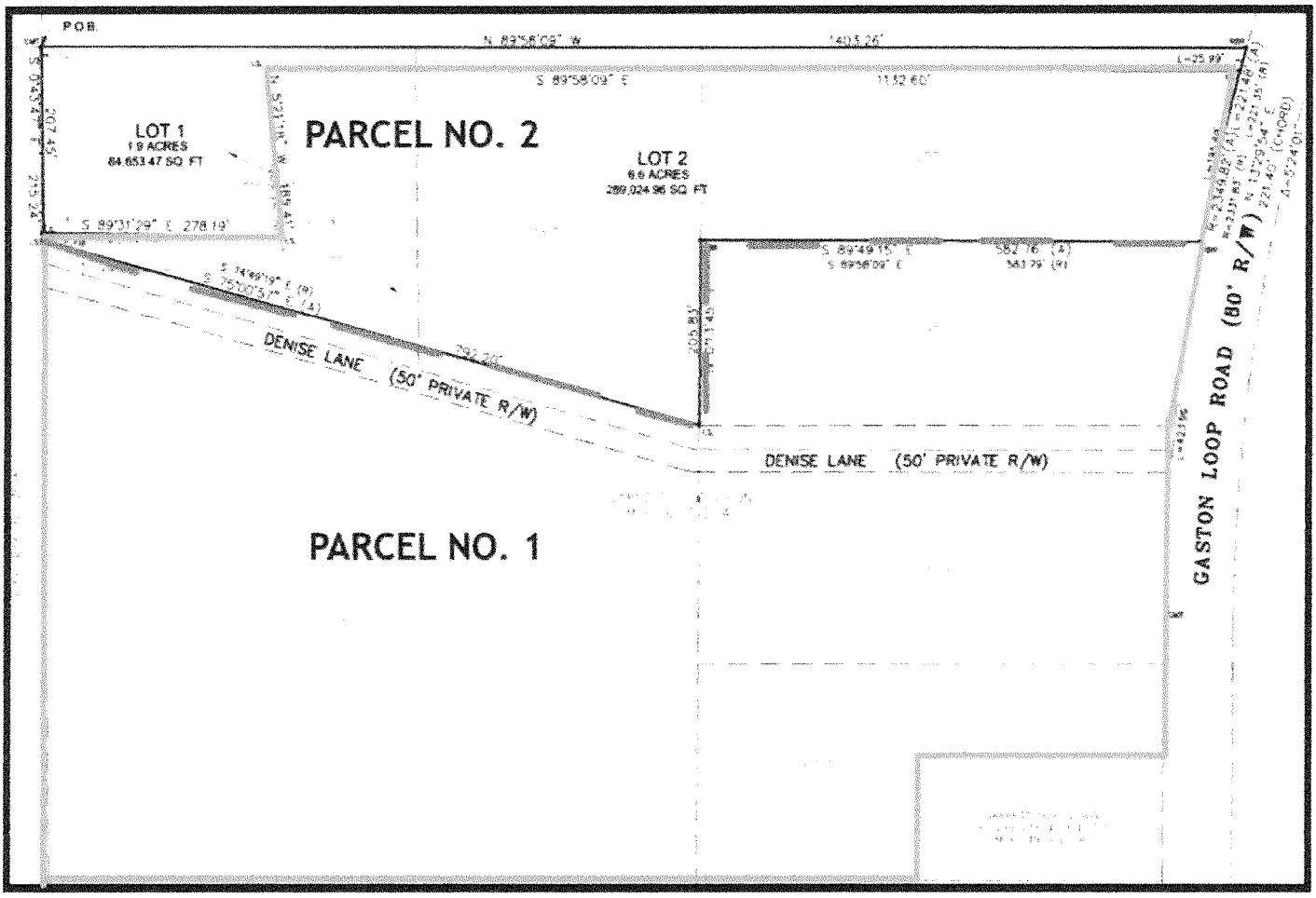
LEGAL DESCRIPTIONS:

PARCEL NO. 1: 3508330000010.015 / KEY NO. 2359511:

LOTS 1, 2, 3, AND 7 GARRETT SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 52, PAGE 41, LESS AND EXCEPT LOT 1 OF THE RESUBDIVISION OF LOT 1, GARRETT SUBDIVISION AS RECORDED IN MAP BOOK 115, PAGE 96, IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.

PARCEL NO. 2: 3508330000010.021 / KEY NO. 4003016:

LOT 2, WRIGHT/WYATT SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 122, PAGE 89, IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA.



AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

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 Willie Wilson

Amount of Contract:
n/a

Effective Date of Contract:
2/27/2024

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Wilson

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 - Wilson	Resolution Letter	2/14/2024

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	2/14/2024 - 2:55 PM
			2/14/2024 - 3:05

Legal	Kern, Chris	Approved	PM
Mayors Office	Barber, James	Approved	2/15/2024 - 12:41 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 an 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 Willie Wilson, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D014\P006\00123747.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

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	2/22/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/22/2024 - 12:57 PM

SPONSORED BY: COUNCILMEMBER WILLIAM CARROLL

AN ORDINANCE AMENDING CHAPTER 15, ARTICLE III, SECTION 15-72 OF THE MOBILE CITY CODE AND SETTING TERM LIMITATIONS FOR MEMBERSHIP ON THE MOBILE PUBLIC LIBRARY BOARD

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

SECTION ONE: Mobile City Code Section 15-72 is hereby amended and restated in full to read as follows:

All appointments to the library board shall be for a term of four (4) years. Board members are eligible for one (1) reappointment upon the expiration of their first term. In the event a board member is appointed to fill the remainder of an unexpired term, that term shall not count as their first term for purposes of this section.

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.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

Sponsored by:

Councilmember Joel Daves

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	1/31/2024
Traffic Impact Study	Cover Memo	1/31/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/31/2024 - 3:59 PM

RESOLUTION

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

Adopted:

_____

City Clerk

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

'23OCT5

10-19-2023

RECD BULLD 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 — Date 10/2/23

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)
gregsaad@saad.com	
Email	Email
251.709.0330	
Phone Number	Phone Number
DocuSigned by: P C Sierke	October 3, 2023 | 8:47:37 AM PDT
Signature of Property Owner	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

DocuSign Envelope ID: FD8E8F72-B47D-438B-90 3E1114C25F41

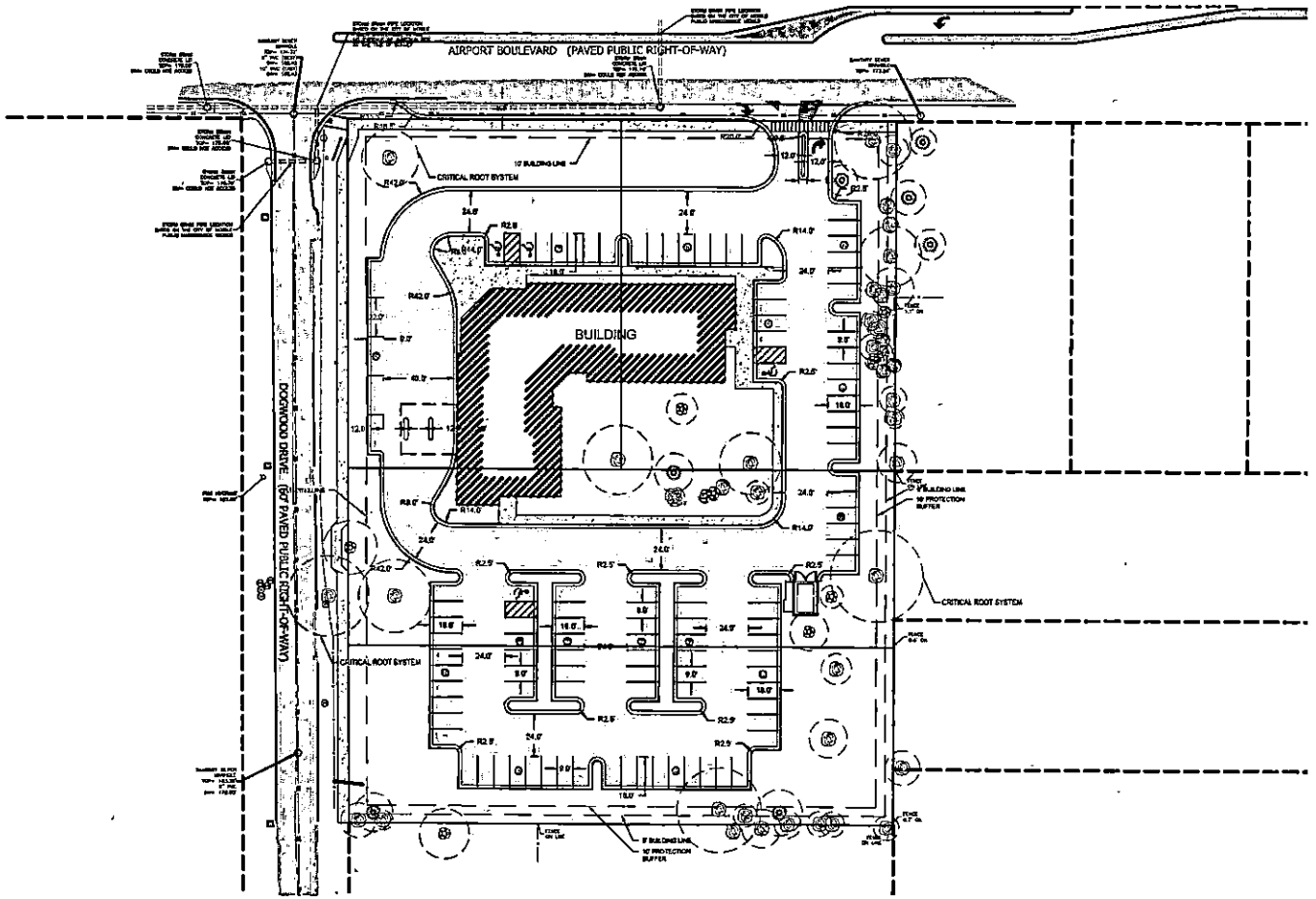
City of Mobile • Planning & Zoning

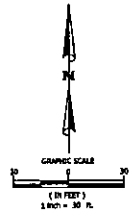
Owner's Letter of Authorization

I, Paul Charles Sierke and Linda Ann Sierke, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 257 Dogwood Drive, Mobile, Alabama 36609.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

GREGORY B. SAAD	
Designee (1)	Designee (2)
gregsaad@saad.com	
Email	Email
251.709.0330	
Phone Number	Phone Number
Linda Sierke	October 3, 2023 | 11:01:15 AM PDT
Signature of Property Owner	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
50 N. Florida Street
Mobile, Alabama 36607
P: 251.458.8400

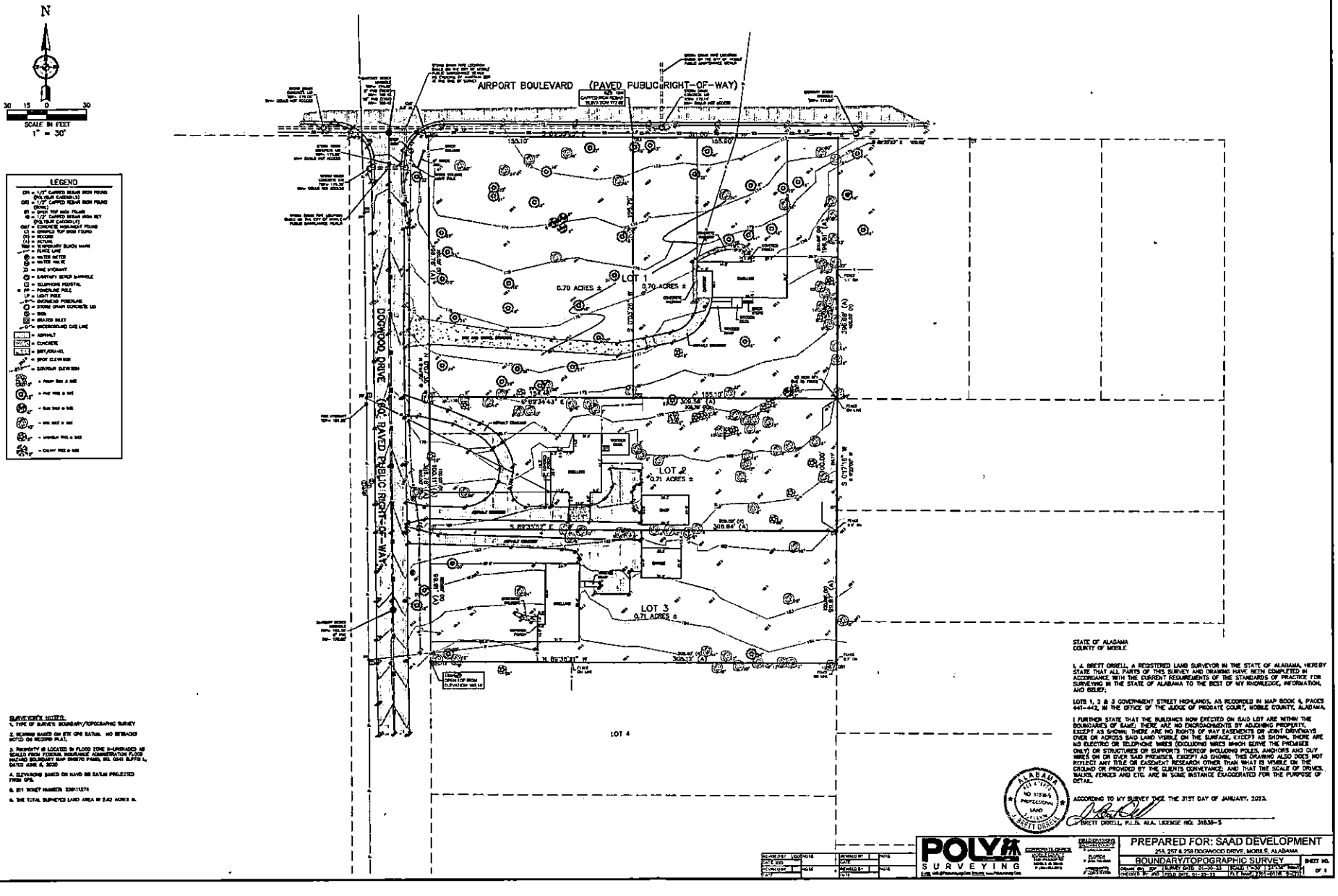
SITE CONCEPTUAL LAYOUT

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 GPS GPS DATUM. NO SETBACKS NOTED ON RECORD PLAT.
3. PROPERTY IS LOCATED IN FLOOD ZONE X-UNSHADED AS SCALED FROM FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP (DIGITAL FORM), MAP NO. 01097 SUFFIX L, DATED JUNE 4, 2020
4. ELEVATIONS BASED ON NAVD 88 DATUM PROJECTED FROM GPS.
5. 811 TICKET NUMBER: 230111274
6. THE TOTAL SURVEYED LAND AREA IS 2.42 ACRES ±.

STATE OF ALABAMA
COUNTY OF MOBILE

I, J. 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 CONVEYANCE; AND THAT THE SCALE OF DRIVES, WALKS, FENCES AND ETC. ARE IN SOME INSTANCE EXAGGERATED FOR THE PURPOSE OF DETAIL.

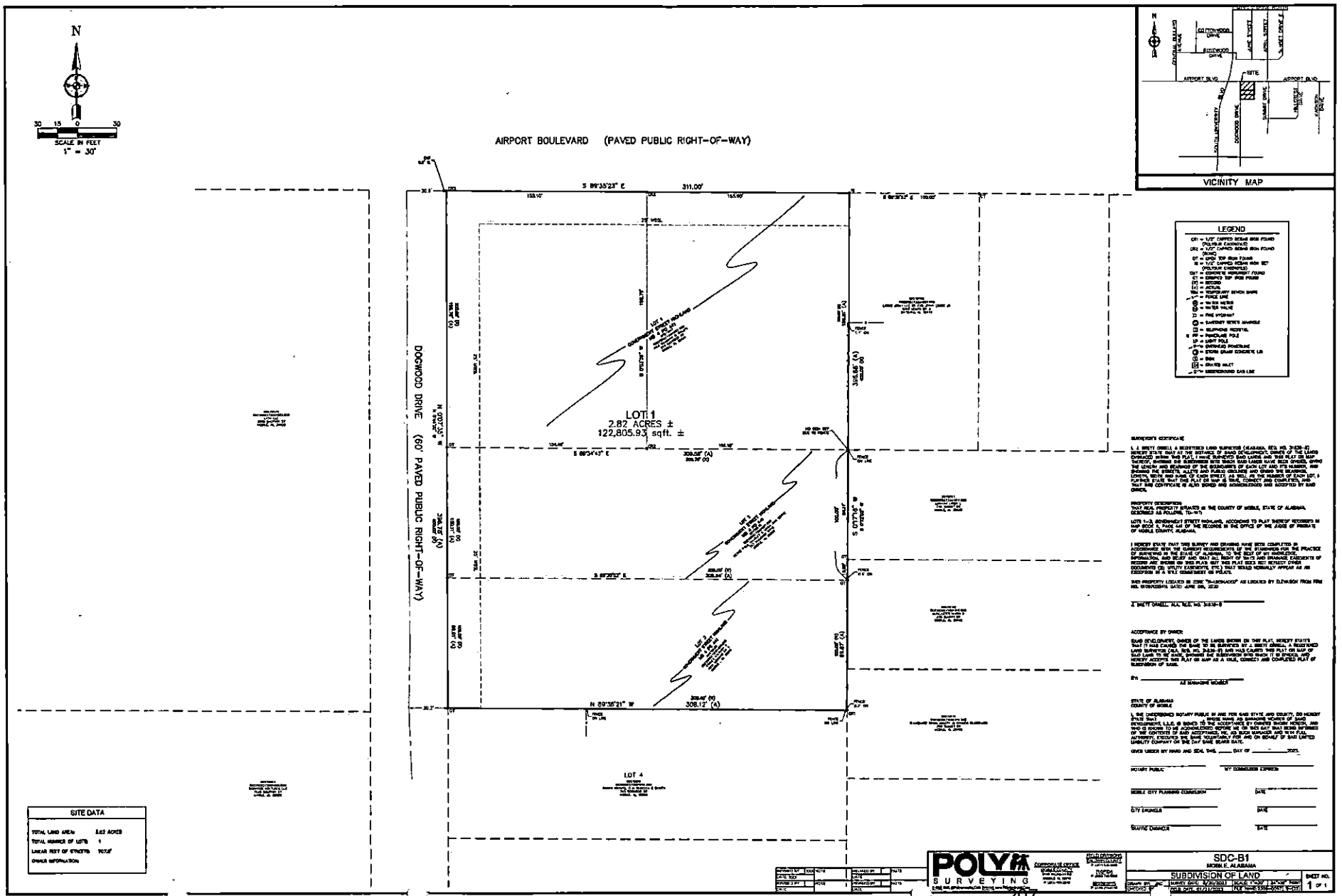
ACCORDING TO MY SURVEY THIS THE 31ST DAY OF JANUARY, 2023.

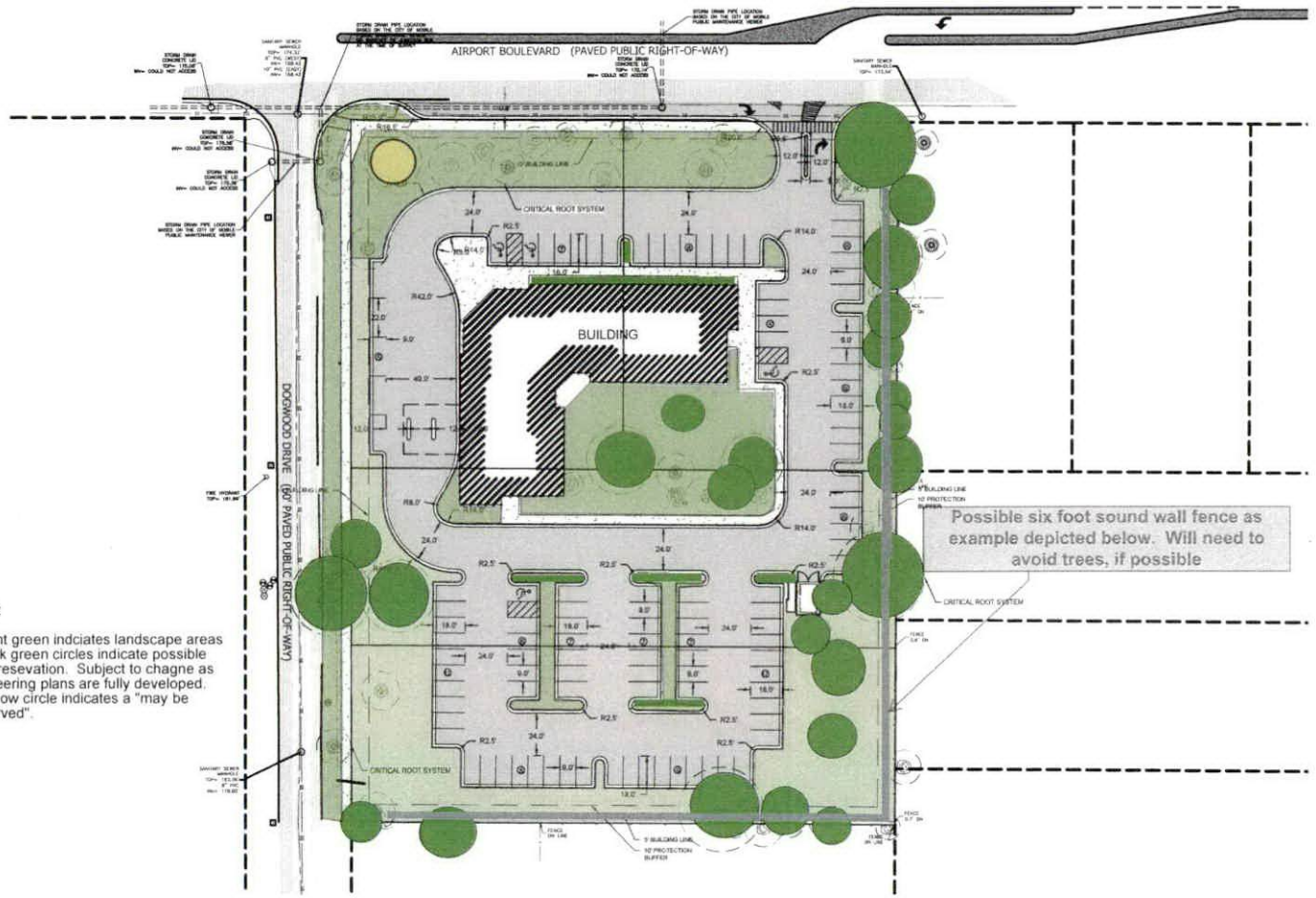
J. BRETT ORRELL, P.L.S. ALA. LICENSE NO. 31836-S

ALABAMA
NO. 31836-S
PROFESSIONAL
LAND
SURVEYOR
J. BRETT ORRELL

POLY SURVEYING

PREPARED FOR: SAAD DEVELOPMENT
253, 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°35'21" W 308.12' (M)
S 89°34'43" E 309.58' (M)
S 89°29'57" E 309.54' (M)
N 00°07'35" W 396.58' (M)
S 00°07'35" E 396.58' (M)
LOT 1
2.82 ACRES ±
122,805.93 sqft. ±
LOT 4
VICINITY MAP
AIRPORT BLVD
SITE
DOGWOOD DRIVE
LEGEND
SITE DATA
TOTAL LAND AREA: 2.82 ACRES
TOTAL NUMBER OF LOTS: 1
LINEAR FEET OF STREETS: 1072.6'
OWNER INFORMATION
SURVEYOR'S CERTIFICATE
PROPERTY DESCRIPTION:
ACCEPTANCE BY OWNER:
STATE OF ALABAMA
COUNTY OF MOBILE
NOTARY PUBLIC
MOBILE CITY PLANNING COMMISSION
CITY ENGINEER
TRAFFIC ENGINEER
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. 251.459.8460

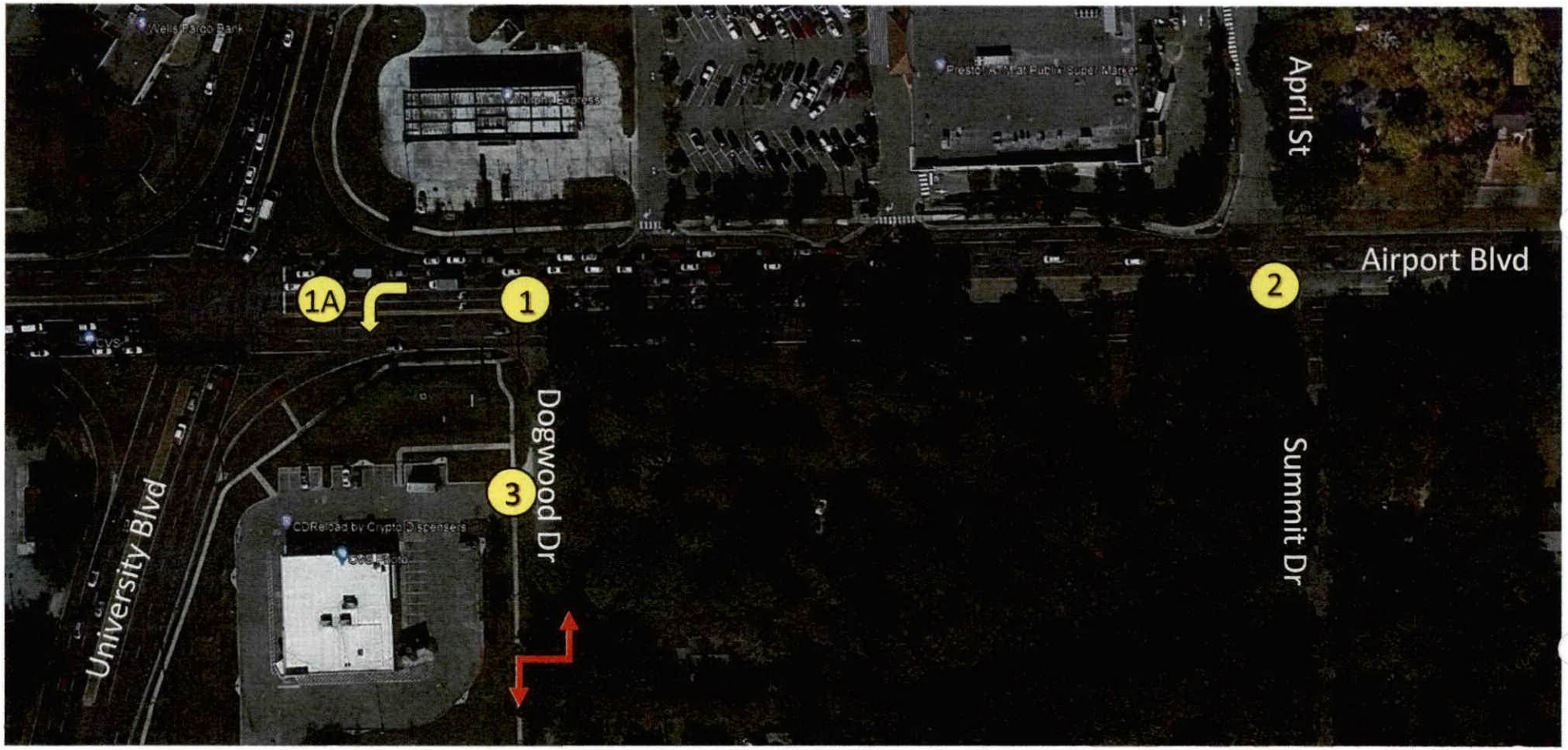
SITE CONCEPTUAL LAYOUT

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
MOBILE, AL 36609-3411

LADAS S.L. AS TRUSTEE OF THE WAW FAMILY
TRUST, DATED JANUARY
C/O PUBLIX SUPER MARKETS, INC
P O BOX 32018
LAKELAND, FL 33802

LV5K LLC
2600 DAUPHIN ST
MOBILE, AL 36606-4802

HILLCREST SOUTH, LLC, AN ALABAMA LLC
C/O MURPHY USA
PO BOX 7300
EL Dorado, AR 71731

MOBILE 2021 LLC
6115 FOXTAIL DR
MOBILE, AL 36693-3550

QUILL RICHARD O JR & MARY M
276 DOGWOOD DR
MOBILE, AL 36609-3410

DOGWOOD VENTURES LLC
2600 DAUPHIN ST
MOBILE, AL 36606

DOOLITTLE DAVID K & NANCY P
268 DOGWOOD DR
MOBILE, AL 36609

GREGORY B. SAAD, APPLICANT
SAAD DEVELOPMENT CORPORATION
3601 SPRING HILL BUSINESS PARK, SUITE 200
MOBILE, AL 36608

3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

Overview

Applicant.	Gregory B. Saad, President, Saad Development Corporation.
Address.	3601 Spring Hill Business Park, Suite 200, Mobile, AL 36608.
Property.	255, 257, and 259 Dogwood Drive, Mobile, AL 36608.
Request.	Change in Zoning Classification from R-1 to B-1.
Request.	Subdivision of Lots 1, 2, and 3, Government Street Highland, Map Book 4, Page 441. Modify all three lots into 1 lot.
Parcel Size.	2.82 acres. See enclosed Survey.
Purpose.	Redevelopment of infill property to professional office development.
Project Schedule.	Forecast of schedule provides a construction start in third quarter of 2024 and completion in 2025.
Project Scope.	The project is planned for between 14,000 to 28,000 square feet of professional office space. The project scope has not yet been defined as one story or two stories. For purposes of this application, we are assuming the building will be approximately 24,000 square feet per floor. The final size will likely change based on the final architectural design.

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EXHIBIT A

TO APPLICATION FOR REZONING AND SUBDIVISION

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

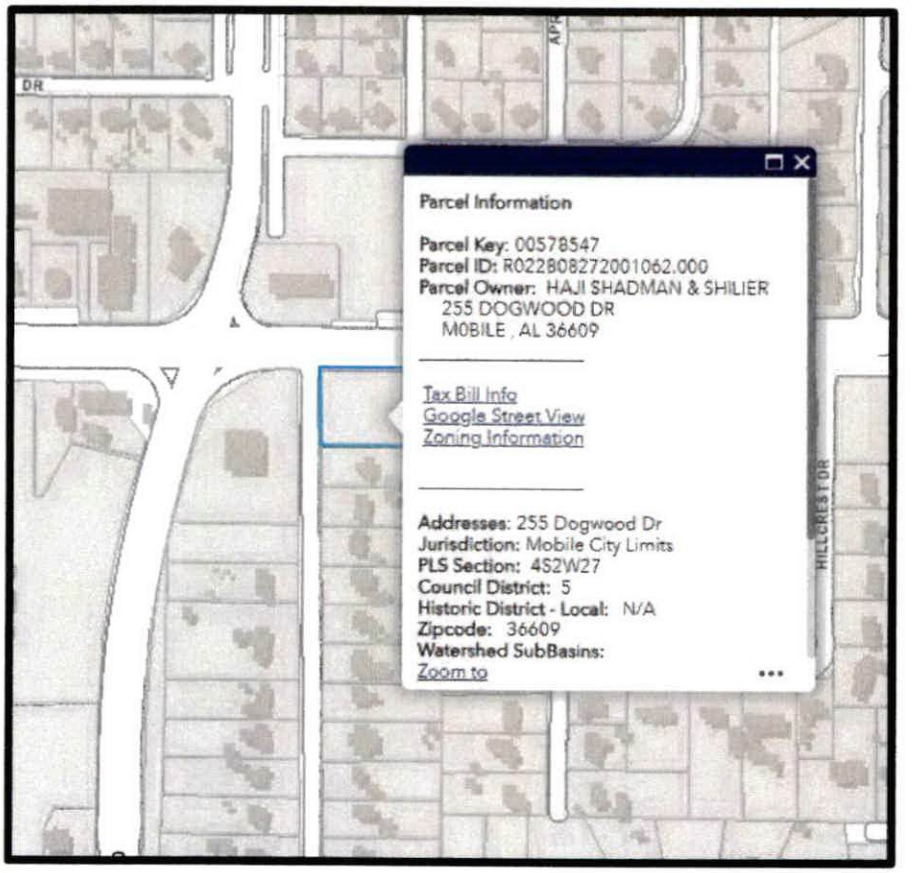
There are three contiguous individually owned properties with this request for zoning change from R-1 to B-1. The property owners and addresses are as follows:

Owner – Shadman & Shilier Haji 255 Dogwood Drive, Mobile, AL 36609

RECORD LEGAL DESCRIPTION:

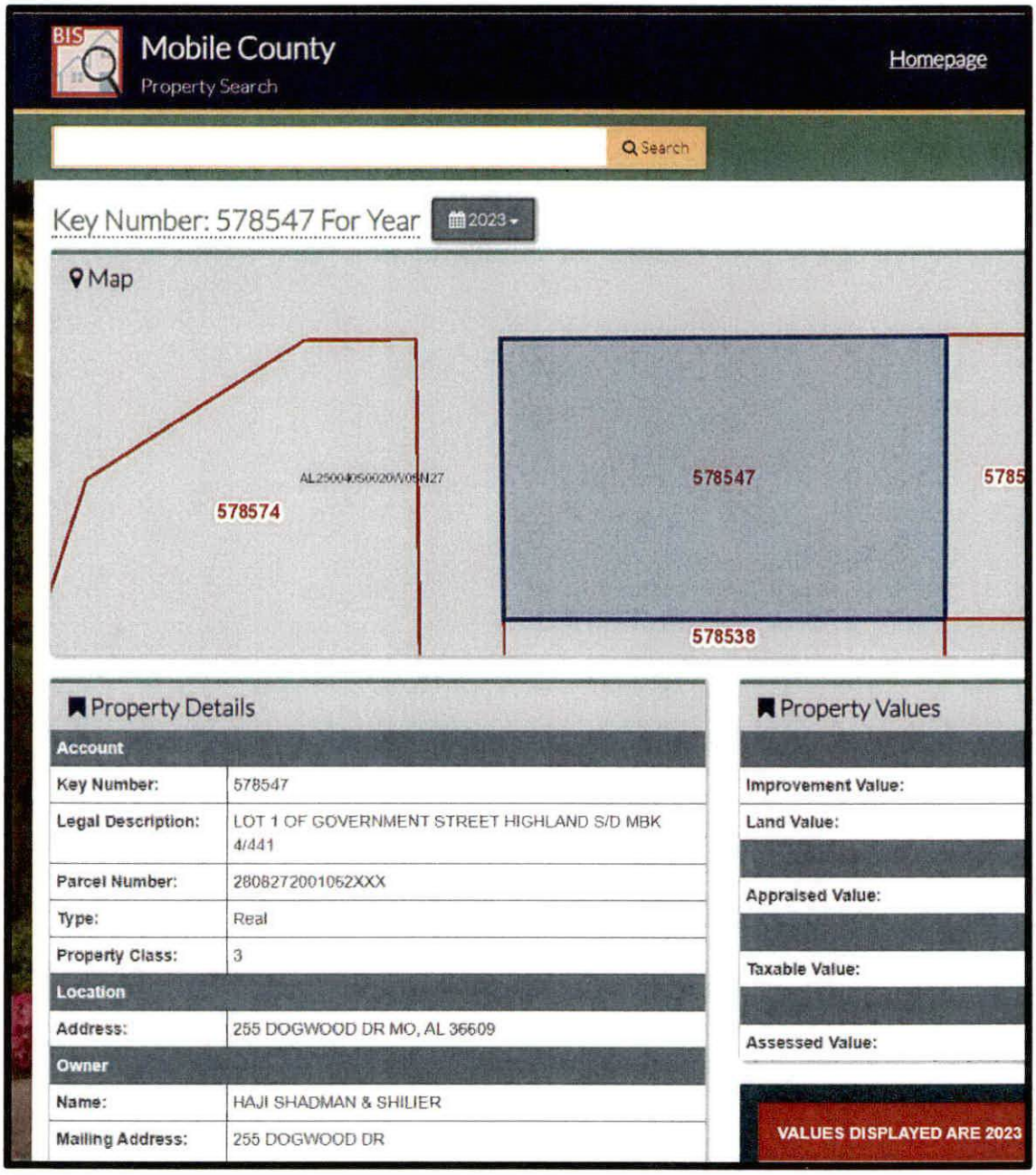
That real property situated in the County of Mobile, State of Alabama, described as follows, to-wit:

Lot 1, Government Street Highland, according to plat thereof recorded in Map Book 4, page 441 of the records in the Office of the Judge of Probate of Mobile County, Alabama



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255 Dogwood Drive, Mobile, AL 36609



Property Details

Account	
Key Number:	578547
Legal Description:	LOT 1 OF GOVERNMENT STREET HIGHLAND S/D MBK 4/441
Parcel Number:	2808272001052XXX
Type:	Real
Property Class:	3
Location	
Address:	255 DOGWOOD DR MO, AL 36609
Owner	
Name:	HAJI SHADMAN & SHILIER
Mailing Address:	255 DOGWOOD DR

Property Values

Improvement Value:	
Land Value:	
Appraised Value:	
Taxable Value:	
Assessed Value:	

VALUES DISPLAYED ARE 2023

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: 269F02CC-D963-4561-A9DA-14D2C9352935

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Shadman Hali and Shilier Hali, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 255 Dogwood Drive, Mobile, Alabama 36609.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

GREGORY B. SAAD Designee (1)	Designee (2)
gregsaad@saad.com Email	Email
251.709.0330 Phone Number	Phone Number
Shilier Hali Signature of Property Owner	October 3, 2023 | 2:29:11 PM PDT Date

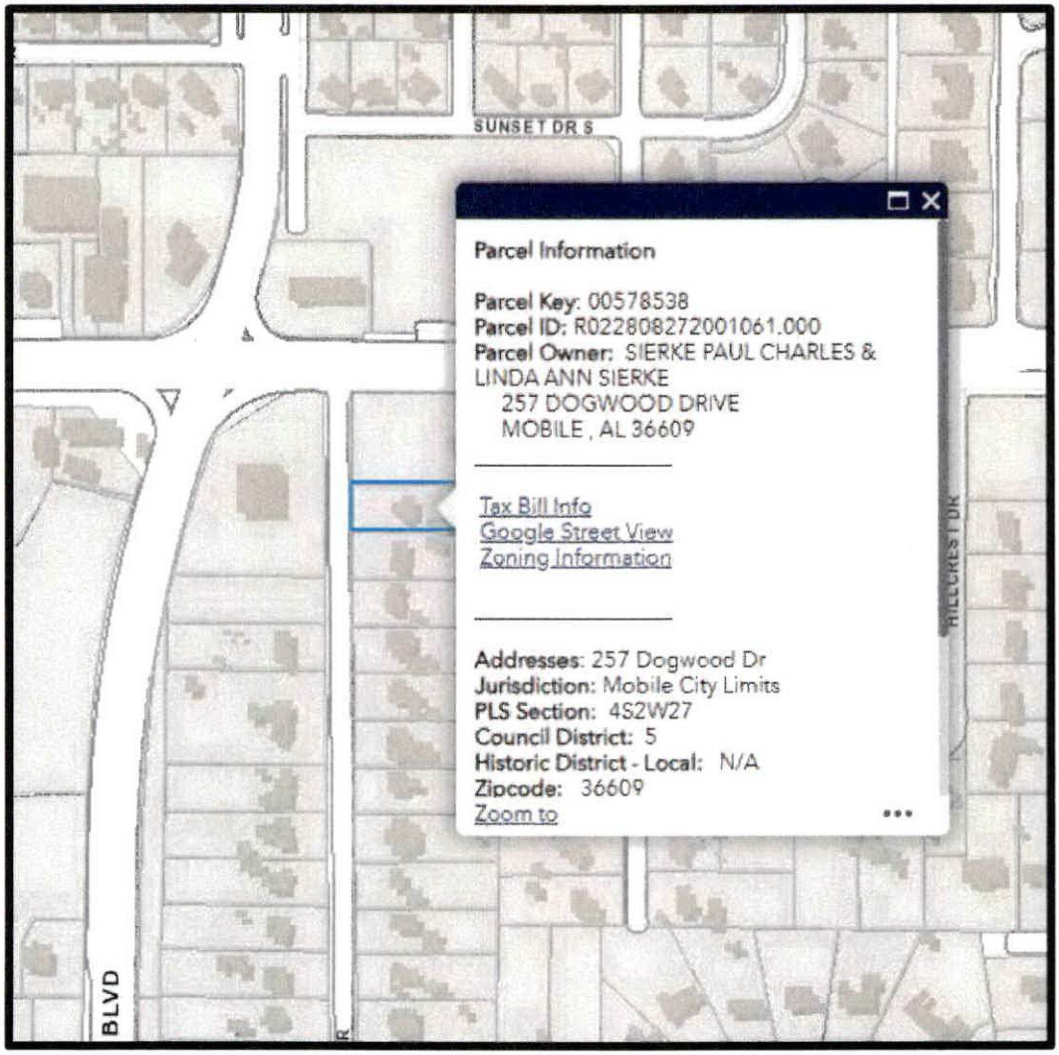
3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

Owner – Paul C. & Linda Ann Sierke 257 Dogwood Drive, Mobile, AL 36609

RECORD LEGAL DESCRIPTION:

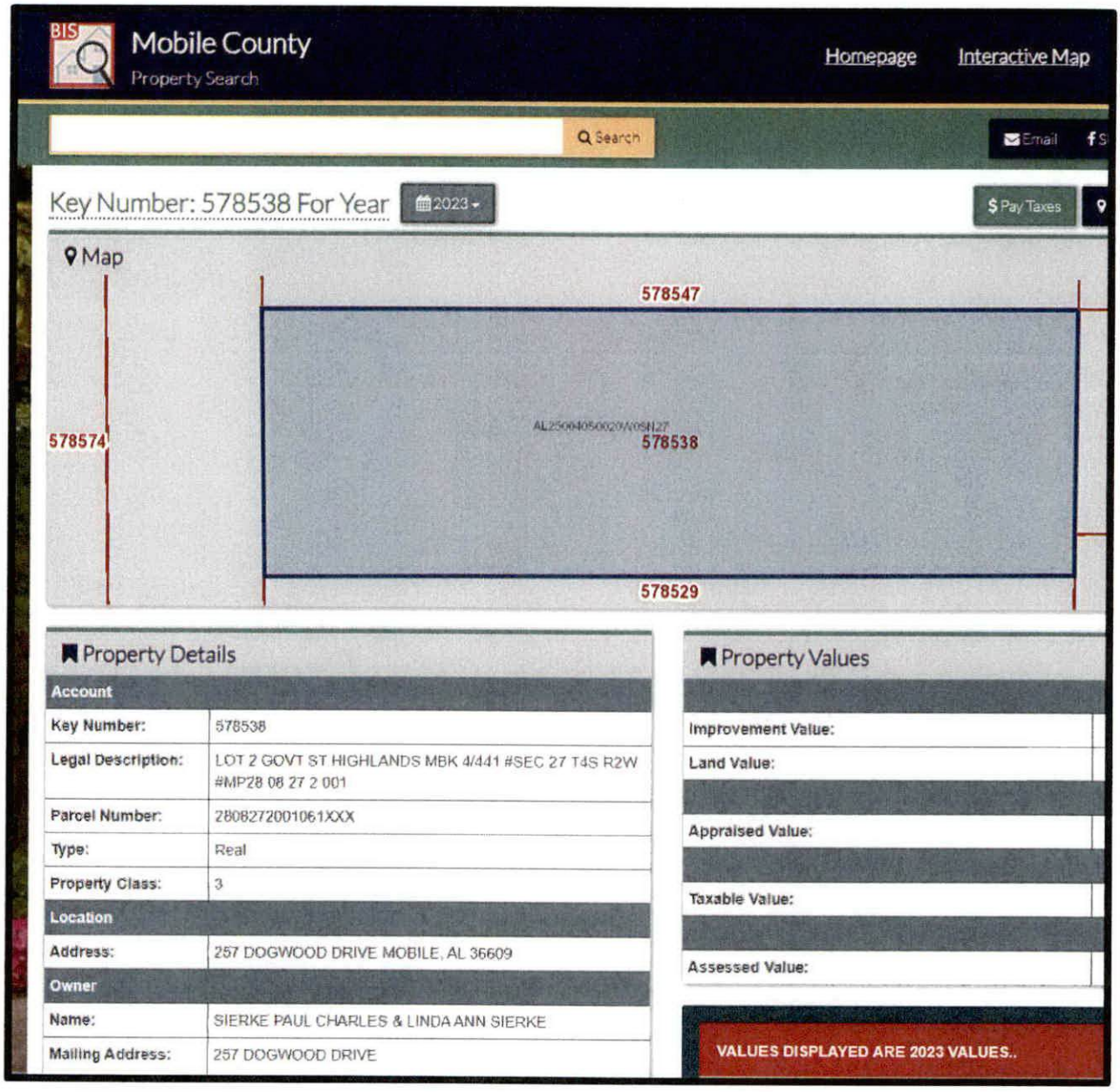
That real property situated in the County of Mobile, State of Alabama, described as follows, to-wit:

Lot 2, Government Street Highlands, according to plat thereof recorded in Map Book 4, pages 441-442, of the records in the Office of the Judge of Probate of Mobile County, Alabama.



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OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

257 Dogwood Drive, Mobile, AL 36609



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
P C Sierke Signature of Property Owner	October 3, 2023 | 8:47:37 AM PDT Date

DocuSign Envelope ID: FD8E6F72-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
Linda Sierke Signature of Property Owner	October 3, 2023 | 11:01:15 AM PDT Date

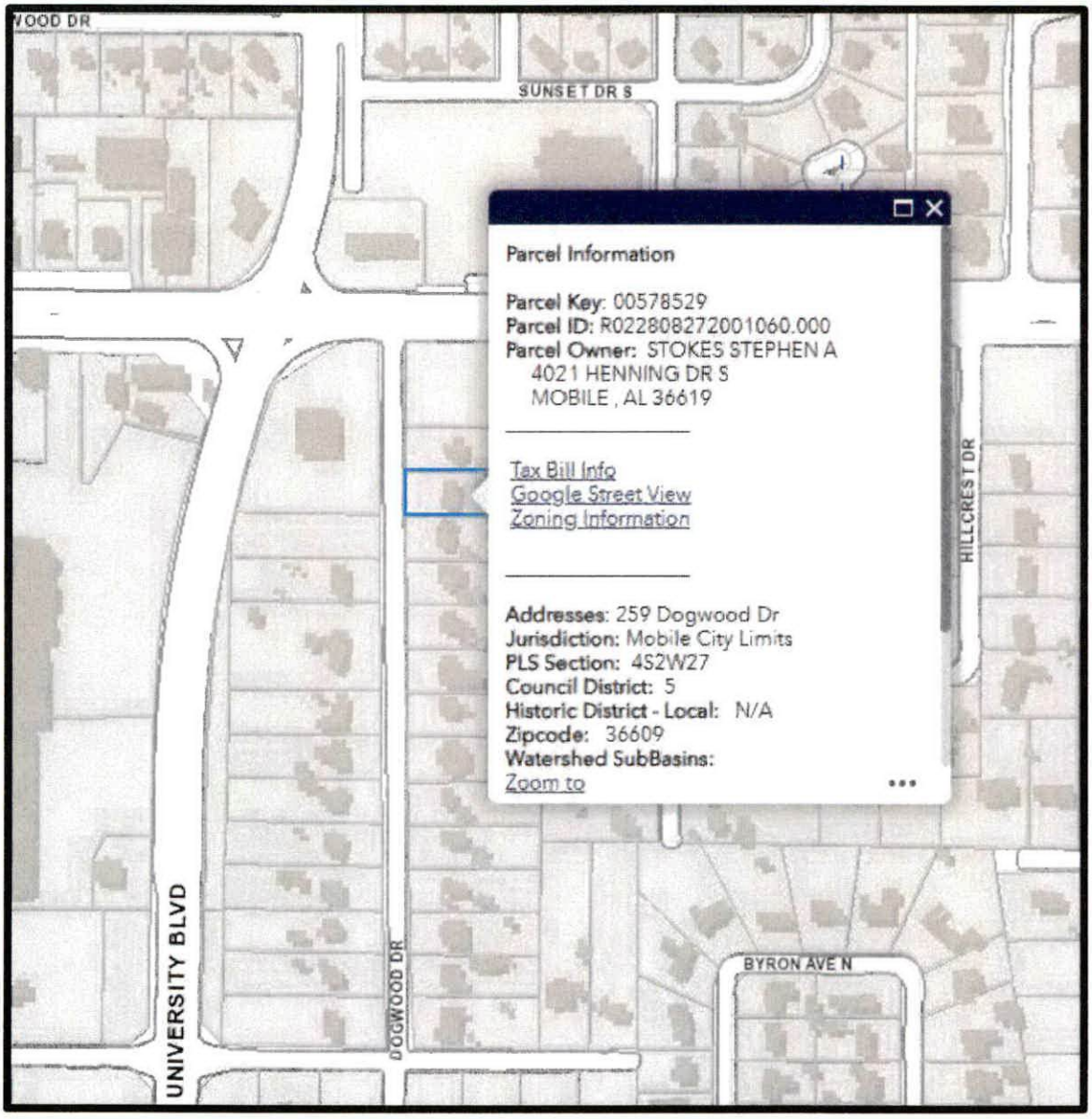
3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

Owner – Stephen A. Stokes 259 Dogwood Drive, Mobile, AL 36609

RECORD LEGAL DESCRIPTION:

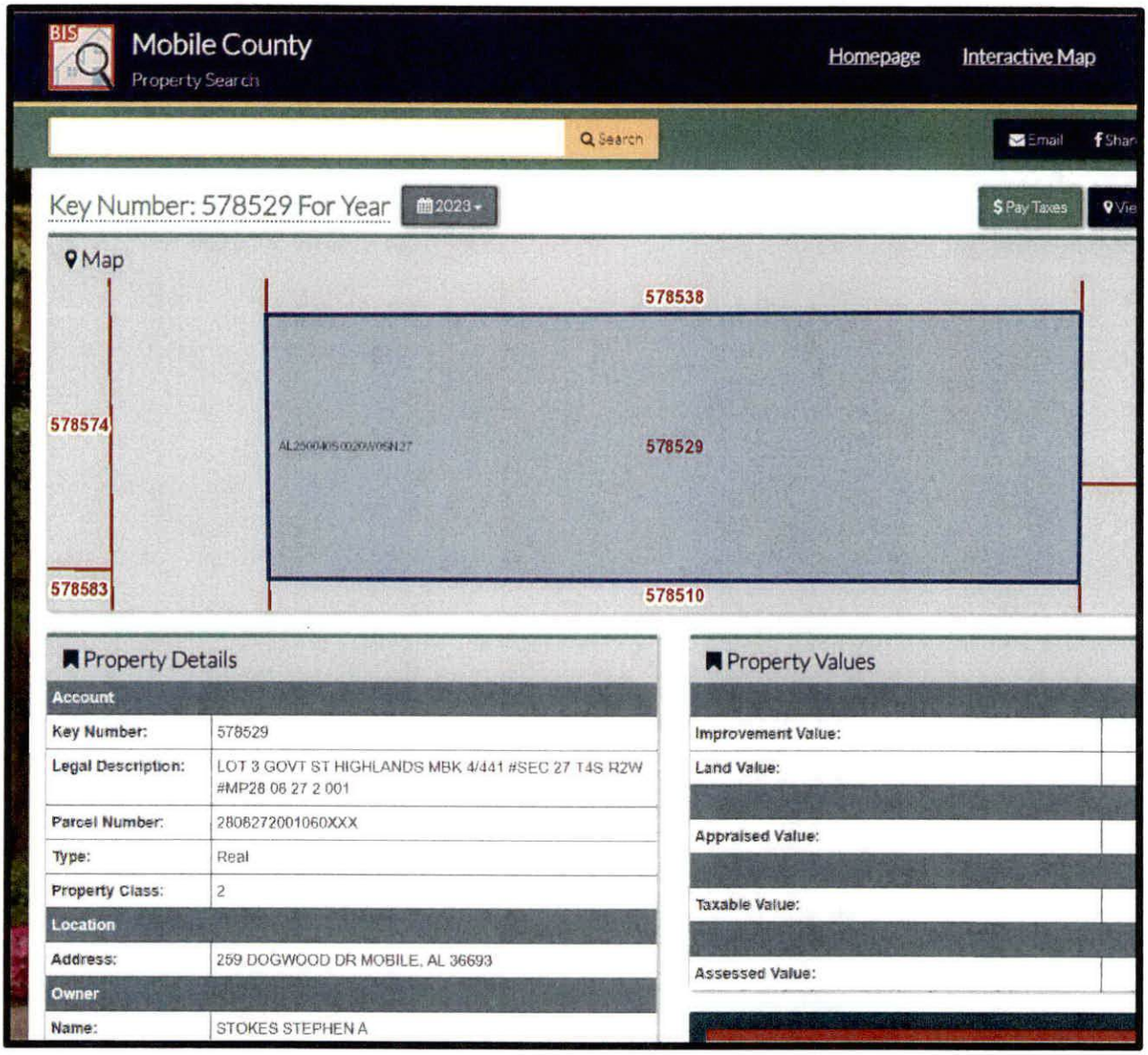
That real property situated in the County of Mobile, State of Alabama, described as follows, to-wit:

Lot 2, Government Street Highlands, according to plat thereof recorded in Map Book 4, pages 441-442, of the records in the Office of the Judge of Probate of Mobile County, Alabama.



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259 Dogwood Drive, Mobile, AL 36609



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259 Dogwood Drive, Mobile, AL 36609

DocuSign Envelope ID: BAE45F66-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

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

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OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

FIRST NEIGHBORHOOD MEETING – JULY 11, 2023

- Letters to Property Owners.

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 64-3-4, 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

FIRST NEIGHBORHOOD MEETING – JULY 11, 2023

- Property owners within 300 feet.



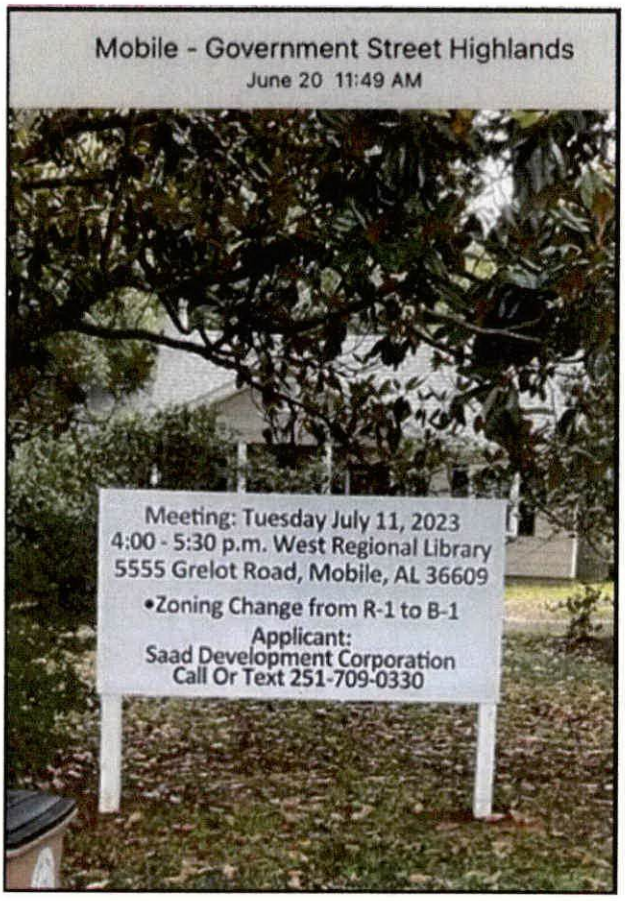
OBJECTID	KEYX	PARCEL	NAME	ADDRESS	SUBDIVISION	MAIL_ADDR1	MAIL_CITY	MAIL_STATE	MAIL_ZIP	Shape_Length	Shape_Area
1	578084	R022808272001015.000	MOBILE 2021 LLC	4601 AIRPORT BLVD		6115 FOXTAIL DR	MOBILE	AL	36693	572.2315841	17193.38835
2	578137	R022808272001021.000	KENT E CHERYLE	272 SUMMIT DR		602 SKYLINE 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	826.3653701	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	20222.70363
5	578565	R022808272001064.000	MOBILE 2021 LLC	4605 AIRPORT BLVD		6115 FOXTAIL DR	MOBILE	AL	36693	608.6810413	20264.60208
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	2272.467876	265689.8231
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	849.4876558	49233.56151
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	LV5K LLC	4645 AIRPORT BOULEVARD	CVS SUBDIVISION	2600 DAUPHIN ST	MOBILE	AL	36606	1297.914673	100309.6403
10	578093	R022808272001017.000	LANHAM LINDA L	256 SUMMIT DR		256 SUMMIT DR	MOBILE	AL	36609	748.0920515	24558.57741
11	578100	R022808272001018.000	MUNCASTER MARIN D	258 SUMMIT DR		258 SUMMIT DR	MOBILE	AL	36608	740.8490556	23493.15147
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	BILBREY JUSTUS PRICE & CAROLE AN	266 SUMMIT DR		266 SUMMIT DR	MOBILE	AL	36609	749.4267021	24458.58636
14	578146	R022808272001022.000	STEWART HEATHER	276 SUMMITT DR		276 SUMMITT DR	MOBILE	AL	36609	757.6708432	27236.52202
15	578486	R022808272001055.01	LUSTERIO KATERINA C/O HALFORD V	277 DOGWOOD DR		277 DOGWOOD DR	MOBILE	AL	36609	822.0443555	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	31231.48407
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 Hy		255 Dogwood dr	Mobile	AL	36609	251-625-7687	
Jenny Locke		4609 Airport					
Doug Johnson		4557 Hillview Dr	Mobile	AL	36609	214-1206	douglaus@comcast.net
Laurie Meyer		4600 Oak Ridge Rd	Mobile	AL	36609	251 751 9554	
A.G + Mari Rune		4601 Oak Ridge Rd	Mobile	AL	36609	251-343-6866	
Michael Holland		6151 Airport Blvd.	Mobile	AL	36608	251-776-2741	
Rebecca Bauer		265 Dogwood			36609	251 605 1334	
Candy Robin		317 Dogwood Dr.	Mobile	AL	36609	257-709-3578	
Jason DAVIS		CITY COUNCIL					
Stephen Stokes		259 Dogwood Dr	Mobile	AL	36609	251-554-9071	
[illegible]		4615 Oak Ridge	[illegible]	AL	36609	251 370 795[illegible]	
[illegible]	Stephen Sahlin	4618 Oak Ridge	Mobile		09	(251) 885-1350	
Kevin + Mary Sherman		271 Hillcrest Dr.	Mobile	AL	36609	(251) 455-1508	nhe...i@comcast.net
DAVID ZISKIND		4250 PACKINGHAM	Mobile		36609	251-691-8571	dziskind@bellsouth.net
Chanda Blanchard		260 Summit Dr.	Mobile	AL	36609	251-232-5300	chanda.realtor@gmail.com
Robert Trout		280 Summit Dr.	Mobile	AL	36609	251-605-1148	rtrout@pilottrout.com
Ryan Beale		351 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 Bayou Ave E	Mobile	AL	36609	251-721-3624	lynn.jackson@
Chuck & Linda Stead		257 Dogwood			36609	251-404-8190	edwardjones.com
[illegible]		255 Dogwood Dr	"	"	"	251 725 3111	CHARLES@
Tim + Laura Hooper		285 Mayflower St.	Mobile	AL	36609	257 422-3534	info@hooperrelations.com
Jami Boehr		261 + 271 Summit	"	"	"	251-401-6485	jboehr@mitchellemployment.com

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1ST NEIGHBHORHOOD MEEETING

SEE ATTACHED EXHIBIT B – JULY 11, 2023

NEIGHBORHOOD MEETING PRESENTATION

SEE BELOW JULY 11, 2023, NEIGHBORHOOD MEETING NOTES

MEETING: TUESDAY JULY 11, 2023

2.82 acres – Northeast corner of

Airport Boulevard & Dogwood Drive, Mobile, AL

Neighborhood Meeting

7.11.2023 4:00pm

The following notes are from the above-described neighborhood meeting. This meeting was held in order to engage in a discussion with the area property owners and to seek their input on the proposed zoning change from R-1 to B-1. The Applicant makes no representation that the following notes are fully accurate but rather reflect the subjects and general discussion of topics raised and presented.

- Mr. Saad welcomed all and requests that all attendees please be sure to sign up for our meeting.
- Mr. Saad introduced himself and provided an opening statement.
- Mr. Saad then distributed and presented EXHIBIT B.
- Following the presentation of EXHIBIT B, Mr. Saad opened the floor to questions and comments.
- Q - Attendee. Will the Saturday workdays be over-flow workdays after bad weather days?
- A - Mr. Saad. Yes, that is possible, but probably limited to days to coincide with long lead item delivery or schedule impacts due to bad weather. However, the exterior working hours will remain daytime only, which are typically 7:00 am to 6:00 pm.
- Q - Attendee of Jackson Heights. Traffic sometimes backs up past Summit, westbound.
- A - Confirmed there has been a traffic study approved to help the traffic lights in sequence.
- Q – Attendee. How long will the process of building the turning lane in the median of Airport take?
- A - Mr. Saad. Hard to forecast as this depends on scheduling, but I would estimate between 30 and 60 days. However, we will have to provide an acceptable plan for the city approval.
- Q – Attendee. Where will construction deliveries come in?
- A - Mr. Saad. All construction workers and deliveries will enter and exit to and from Airport Boulevard only. There will be no construction entrance off Dogwood.
- City Councilman Joel Daves. Process of this project goes as follows: neighborhood meeting, application to planning commission, planning commission meeting, planning commission

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determination, zoning change goes before city council, city council meeting, appeal to circuit court of Mobile.

- Q – Attendee. Why was this site selected?
- A - Mr. Saad. The site search criteria required an Airport Boulevard parcel. The target area is west side of I-65 on Airport extending westward to Bit & Spur Road with a parcel size of 2 to 3 acres. We have conducted this site search for over three years and after examining the very few sites which had potential, this site is the only site which meets the location and property size requirements.

- Q – Attendee. Will this project increase our property values?
- A - Mr. Saad. B – 1 is specifically designed to abut residential and in some cases, be located within residential areas. In the case of our application, the subject property will serve as a buffer between commercial to the west and north, and the residential areas to the east and south. While I cannot disclose the purchase prices for the three parcels, I believe it's safe to say, I'm paying what I believe are commercial prices for the three parcels. Also, not that the tax assessor's valuations are always correct, I believe the tax records show over the past 10 to 15 years, as the area has developed with commercial, your property valuations have also increased, maybe not each year, but overall, the values are up.
- Q – Attendee. How was the height fence determined?
- A - Mr. Saad. Generally, the city requirements call for a six-foot fence, but that is not always required depending on the size of the landscape buffer. I really do not want to install a huge masonry wall because we will be required to remove many large and beautiful trees. I have provided a larger green belt in an effort to provide a buffer and save as many trees as possible.
- Q – Attendee. Will you tell us who your tenants are?
- A – Mr. Saad. No, I'll not disclose without their authorization but all fit within the chart of uses for B-1.
- Q – Attendee. Will there be a retention pond?
- A - Mr. Saad. Yes, we anticipate storm water management plan to include either retention or detention. However, because we are leaving a sizable green space around the site, our impact of storm water will be more management and we cannot and will not develop a site which does not meet city code and requirements.
- Q – Attendee. If everybody agreed on certain restrictions, would you agree?
- A - Mr. Saad. Yes, as long as the restrictions do not hinder the use of the property for future tenants. B-1 Tenants. In fact, I have prepared the list of restrictions which addresses dumpster delivery and pickup, and parking lot cleaning both.
- Q – Attendee. Will this be a walk-in bank?
- A - Mr. Saad. Yes. Our current discussions with a financial institution would include both walk-in business as well as drive-up lanes.

Mr. Saad provided a closing statement and offered to speak with anyone after the meeting or by phone or email. Mr. Saad discussed the prepared traffic study and offered to hold a Zoom meeting with anyone who would like to discuss the traffic study result with the traffic engineers.

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Follow up:

TRAFFIC ENGINEER ZOOM MEETING

Note 1: Mr. Saad did hold a Zoom meeting with the traffic engineers who provided the study. Two residents attended the Zoom meeting. Questions were asked and answered.

Note 2: The above are notes taken at the meeting. The above is not intended to represent the notes representing all that was discussed but rather a sampling of key questions and answers provided.

Note 3: Posted signs were removed as required.

Note 4: The Final Traffic Study is identified as **Exhibit D.**

FIRST NEIGHBORHOOD MEETING

- Copies of any site plans and other documents are attached as **Exhibit B**.

SECOND NEIGHBORHOOD MEETING – SEPTEMBER 28, 2023

- Letters to Property Owners.

SAAD REALTY PARTNERS
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OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

September 7, 2023

[redacted]
Mobile, Alabama 36609

Re: 2nd Neighborhood Meeting. Zoning Change for 255 DOGWOOD DR MOBILE, AL 36609, 257 DOGWOOD DR MOBILE, AL 36609, and 259 DOGWOOD DR MOBILE, AL 36609

Dear [redacted]

Because of the timing related to the date of the neighborhood meeting and the date of the public hearing, we will need to hold another neighborhood meeting. According to the Mobile, Alabama public records, you own parcel number [redacted]. As Required by City of Mobile, AL Unified Development Code Section 64-5-4, a meeting will be held as outlined below. Because your property is located within 300 feet of the subject properties, we are notifying you and encouraging you to attend. If you wish to have a conversation prior to the meeting, please feel free to text the below number and provide a call back number.

Date – Thursday September 28, 2023
Place - West Regional Library
Address - 5555 Grelot Road, Mobile, AL 36609
Take note the Mobile Public Library is only the venue for the meeting and NOT A sponsor or endorser of this Meeting.
Time - 4:30 – 6:00 pm
Applicant Request the following:

- Zoning Change from R-1 to B-1
- Subdivision Approval – combining three parcels into one parcel.
- Special Exception – Financial Institution

MEETING SPONSOR - SAAD DEVELOPMENT CORPORATION
Call or Text 251-709-0330 and provide your call back number.

We look forward to discussing our plans and hearing your thoughts and comments.

Sincerely,

SAAD DEVELOPMENT CORPORATION

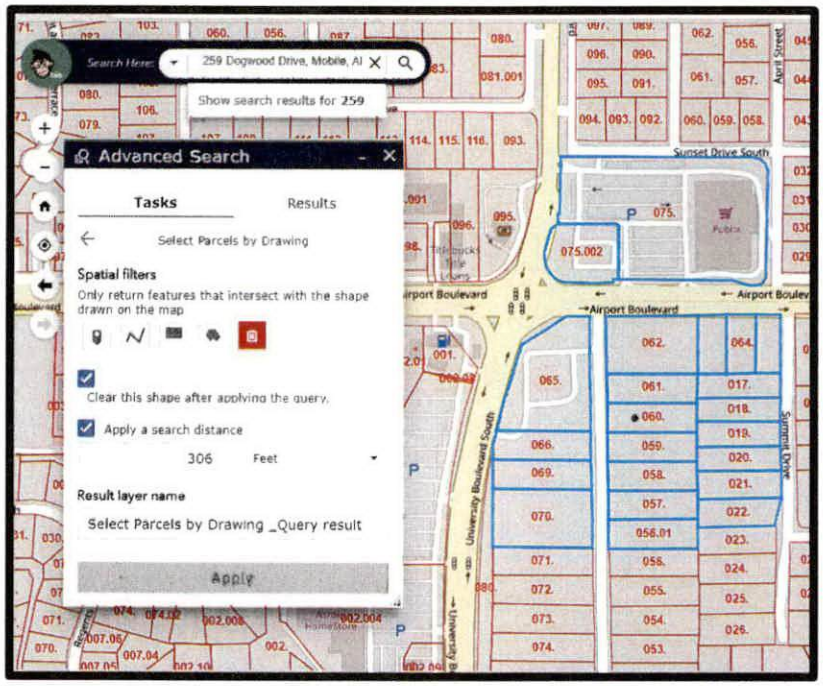
Gregory B. Saad
GBS/
Enclosure

BUILD-TO-SUIT DEVELOPERS – INDUSTRIAL AND COMMERCIAL BROKERS
SINCE 1982

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SECOND NEIGHBORHOOD MEETING – SEPTEMBER 28, 2023

- Property owners within 306 feet.



OBJECTID_12	prop_id_text	Parcel_id	ObjectID_1	ParcelNo	NAME1	NAME2	Address1	CITY	STATE	ZIP
50251	2001016XXX	16	92,223	28 08 27 2 001 016.XXX	MOBILE 2021 LLC		6115 FOXTAIL DR	MOBILE	AL	36693-3550
51047	2001017XXX	17	92,224	28 08 27 2 001 017.XXX	LANHAM LINDA L		256 SUMMIT DR	MOBILE	AL	36609
50252	2001018XXX	18	92,225	28 08 27 2 001 018.XXX	MUNCASTER MARIN D		258 SUMMIT DR	MOBILE	AL	36608
50183	2001019XXX	19	92,226	28 08 27 2 001 019.XXX	BLANCHARD EDWIN JOSEPH & CHANDA BLANCHARD		260 SUMMIT DR	MOBILE	AL	36609
50184	2001020XXX	20	92,227	28 08 27 2 001 020.XXX	BILBREY JUSTUS PRICE & CAROLE ANNE BILBREY		268 SUMMIT DR	MOBILE	AL	36609
50185	2001021XXX	21	92,228	28 08 27 2 001 021.XXX	KENT E CHERYLE		602 SKYLINE DR W	MOBILE	AL	36609-5933
50186	2001022XXX	22	92,229	28 08 27 2 001 022.XXX	STEWART HEATHER		276 SUMMITT DR	MOBILE	AL	36609-2437
51056	200105601X	56.01	92,263	28 08 27 2 001 056.01X	LUSTERIO KATERINA	C/O HALFORD WILLIAM & BRANDI HALFORD	277 DOGWOOD DR	MOBILE	AL	36609-3411
51057	2001057XXX	57	92,265	28 08 27 2 001 057.XXX	ROFFLER MITCHELL & MICHELLE ROFFLER		275 DOGWOOD DR	MOBILE	AL	36609
50261	2001058XXX	58	92,266	28 08 27 2 001 058.XXX	SAVIO SARITA DAWN		269 DOGWOOD DR	MOBILE	AL	36609
50950	2001059XXX	59	92,267	28 08 27 2 001 059.XXX	BOWEN MICHAEL C & REBECCA E BOWEN		265 DOGWOOD DR	MOBILE	AL	36609-3411
51058	2001060XXX	60	92,268	28 08 27 2 001 060.XXX	STOKES STEPHEN A		4021 HENNING DR S	MOBILE	AL	36619-9261
51059	2001061XXX	61	92,269	28 08 27 2 001 061.XXX	SIERKE PAUL CHARLES & LINDA ANN SIERKE		257 DOGWOOD DRIVE	MOBILE	AL	36609-3411
51060	2001062XXX	62	92,270	28 08 27 2 001 062.XXX	HAJI SHADMAN & SHILIER		255 DOGWOOD DR	MOBILE	AL	36609-3411
51061	2001063XXX	63	92,271	28 08 27 2 001 063.XXX	LOCKE JERRY LEE SR	C/O JERRY LOCKE JR	5290 LEMAN DR W	SATSUMA	AL	36572
50262	2001064XXX	64	92,272	28 08 27 2 001 064.XXX	MOBILE 2021 LLC		6115 FOXTAIL DR	MOBILE	AL	36693-3550
50951	2001065XXX	65	92,273	28 08 27 2 001 065.XXX	LV5K LLC		2600 DAUPHIN ST	MOBILE	AL	36606-4802
50263	2001066XXX	66	92,274	28 08 27 2 001 066.XXX	DOGWOOD VENTURES LLC		2600 DAUPHIN ST	MOBILE	AL	36606
50264	2001069XXX	69	92,275	28 08 27 2 001 069.XXX	DOOLITTLE DAVID K & NANCY P		268 DOGWOOD DR	MOBILE	AL	36609
50952	2001070XXX	70	92,276	28 08 27 2 001 070.XXX	QUILL RICHARD O JR & MARY M		276 DOGWOOD DR	MOBILE	AL	36609-3410
45228	3001075XXX	75	86,303	28 05 22 3 001 075.XXX	LADAS S.L. AS TRUSTEE OF THE WAW FAMILY TRUST, DATED JANUARY	C/O PUBLIX SUPER MARKETS, INC	P O BOX 32018	LAKELAND	FL	33802
185471	3001075002	75.002	86,302	28 05 22 3 001 075.002	HILLCREST SOUTH, LLC, AN ALABAMA LLC	C/O MURPHY USA	PO BOX 7300	EL DORADO	AR	71731

Page 1

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Information below and above associated map is gathered from the Mobile County Revenue Department records.

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

MOBILE 2021 LLC
6115 FOXTAIL DR
MOBILE, AL 36693-3550

STEWART HEATHER
276 SUMMITT DR
MOBILE, AL 36609-2437

LANHAM LINDA L
256 SUMMIT DR
MOBILE, AL 36609

LUSTERIO KATERINA
C/O HALFORD WILLIAM & BRANDI HALFORD
277 DOGWOOD DR
MOBILE, AL 36609-3411

MUNCASTER MARIN D
258 SUMMIT DR
MOBILE, AL 36608

ROFFLER MITCHELL & MICHELLE ROFFLER
275 DOGWOOD DR
MOBILE, AL 36609

MUNCASTER MARIN D
258 SUMMIT DR
MOBILE, AL 36609

SAVIO SARITA DAWN
269 DOGWOOD DR
MOBILE, AL 36609

BLANCHARD EDWIN JOSEPH
& CHANDA BLANCHARD
260 SUMMIT DR
MOBILE, AL 36609

BOWEN MICHAEL C
& REBECCA E BOWEN
265 DOGWOOD DR
MOBILE, AL 36609-3411

BILBREY JUSTUS PRICE & CAROLE ANNE
BILBREY
268 SUMMIT DR
MOBILE, AL 36609

STOKES STEPHEN A
4021 HENNING DR S
MOBILE, AL 36619-9261

KENT E CHERYLE
602 SKYLINE DR W
MOBILE, 36609-5933

SIERKE, PAUL CHARLES &
LINDA ANN SIERKE
257 DOGWOOD DRIVE
MOBILE, AL 36609-3411

LOCKE JERRY LEE SR
C/O JERRY LOCKE JR
5290 LEMAN DR W
SATSUMA, AL 36572

HAJI SHADMAN & SHILIER
255 DOGWOOD DR
MOBILE, AL 36609-3411

LADAS S.L. AS TRUSTEE OF THE WAW FAMILY
TRUST, DATED JANUARY
C/O PUBLIX SUPER MARKETS, INC
P O BOX 32018
LAKELAND, FL 33802

LV5K LLC
2600 DAUPHIN ST
MOBILE, AL 36606-4802

HILLCREST SOUTH, LLC, AN ALABAMA LLC
C/O MURPHY USA
PO BOX 7300
El Dorado, AR 71731

MOBILE 2021 LLC
6115 FOXTAIL DR
MOBILE, AL 36693-3550

QUILL RICHARD O JR & MARY M
276 DOGWOOD DR
MOBILE, AL 36609-3410

DOGWOOD VENTURES LLC
2600 DAUPHIN ST
MOBILE, AL 36606

DOOLITTLE DAVID K & NANCY P
268 DOGWOOD DR
MOBILE, AL 36609

GREGORY B. SAAD, APPLICANT
SAAD DEVELOPMENT CORPORATION
3601 SPRING HILL BUSINESS PARK, SUITE 200
MOBILE, AL 36608

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SECOND NEIGHBORHOOD MEETING – SEPTEMBER 28, 2023

- Dated Photographs of the posted and removed signs, date, and location of the meeting.

2nd Neighbor Meeting 9.28.23 - Mail Re: R1 - B1 Zoning And Subdivision for 255, 257, 259 Dogwood Drive, Mobile, AL 36609 **SIGNS INSTALLED**



255 Dogwood Drive, Mobile, AL 36609
AIRPORT BOULEVARD FRONT

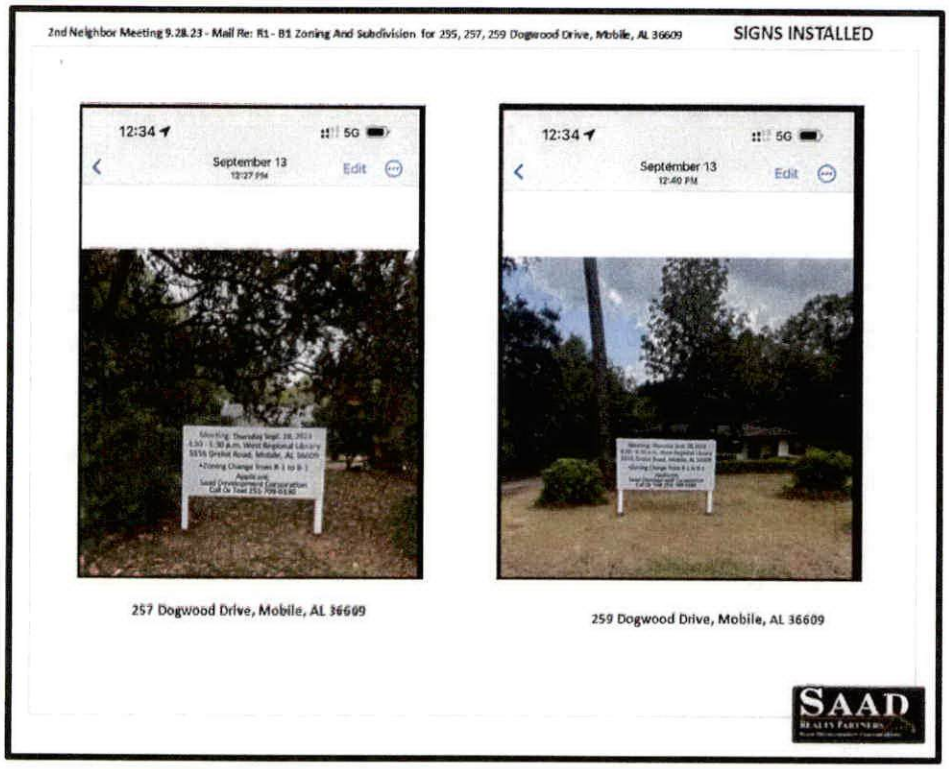


255 Dogwood Drive, Mobile, AL 36609
DOGWOOD DRIVE FRONT

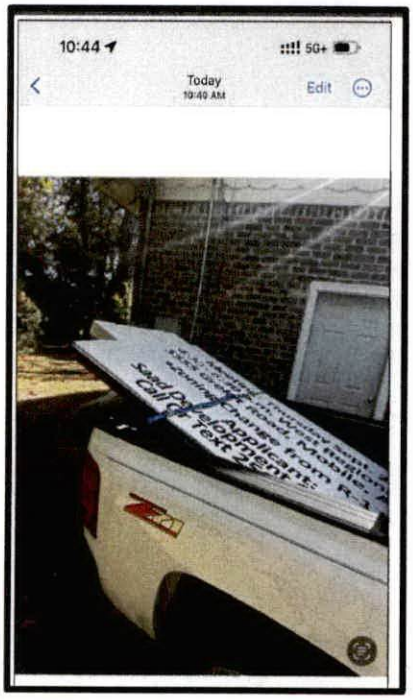
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SECOND NEIGHBORHOOD MEETING – SEPTEMBER 28, 2023

- 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
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 B-1 to B-2
- 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	4250 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	460 Airport Blvd
City, State, Zip Code	
Phone	228-743-8836
Email Address	Xiaozheng83@gmail.com
Name (Print)	Cathy O'Keefe
Signature	
Address	5713 Vendome Dr. So
City, State, Zip Code	Mobile, AL 36609
Phone	251-622-5975
Email Address	cathyokeefe.usa@gmail.com
Name (Print)	[illegible]
Signature	
Address	
City, State, Zip Code	Mobile, AL.
Phone	
Email Address	
Name (Print)	Alan Wilkerson
Signature	
Address	4650 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 - 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 B-1 to B-1
- Subdivision Approval - combining three parcels into one parcel.
- Special Exception - Financial Institution

MEETING SPONSOR - SAAD DEVELOPMENT CORPORATION
Call or Text 251-709-0330 and provide your call back number.

SAAD REALTY PARTNERS

Name (Print)	Laurie Meyer
Signature	Laurie Meyer
Address	4609 Oakridge Road
City, State, Zip Code	Mobile AL 36609
Phone	251-751 3554
Email Address	mrsld29@bellsouth.net
Name (Print)	A. G. Wacker
Signature	A.G. Wacker
Address	4601 Oak Ridge Rd
City, State, Zip Code	Mobile, AL
Phone	251.343-6866
Email Address	
Name (Print)	Jack + Janine Brunet
Signature	Janine Brunet
Address	5912 Louton DR
City, State, Zip Code	Mobile AL 36693
Phone	251-341-0751
Email Address	jbrunet58786@comcast.net
Name (Print)	FREDERIC E. TACON JR
Signature	Frederic E. Tacon
Address	
City, State, Zip Code	
Phone	
Email Address	
Name (Print)	Ethel & Clement Pope
Signature	Ethel Pope
Address	425 Dogwood Dr.
City, State, Zip Code	Mobile, AL 36609
Phone	(251) 422-1465
Email Address	bigrcoo2@yahoo.com
Name (Print)	Linda + Chuck Sierke
Signature	Linda
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 - 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

Name (Print)	Shadman Haji
Signature	
Address	255 Dog Wood dr
City, State, Zip Code	Mobile AL 36609
Phone	
Email Address	
Name (Print)	
Signature	
Address	5 4615 Dale Abby Rd
City, State, Zip Code	Mobile AL 36660
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	
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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OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

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.

SAAD REALTY PARTNERS

Name (Print)	Candy Robin
Signature	
Address	317 Dogwood Dr.
City, State, Zip Code	Mobile AL 36608
Phone	
Email Address	spaztikrobin@comcast.net
Name (Print)	AFEF FARAGALLA
Signature	
Address	
City, State, Zip Code	
Phone	
Email Address	
Name (Print)	Sheish Sikes
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	

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

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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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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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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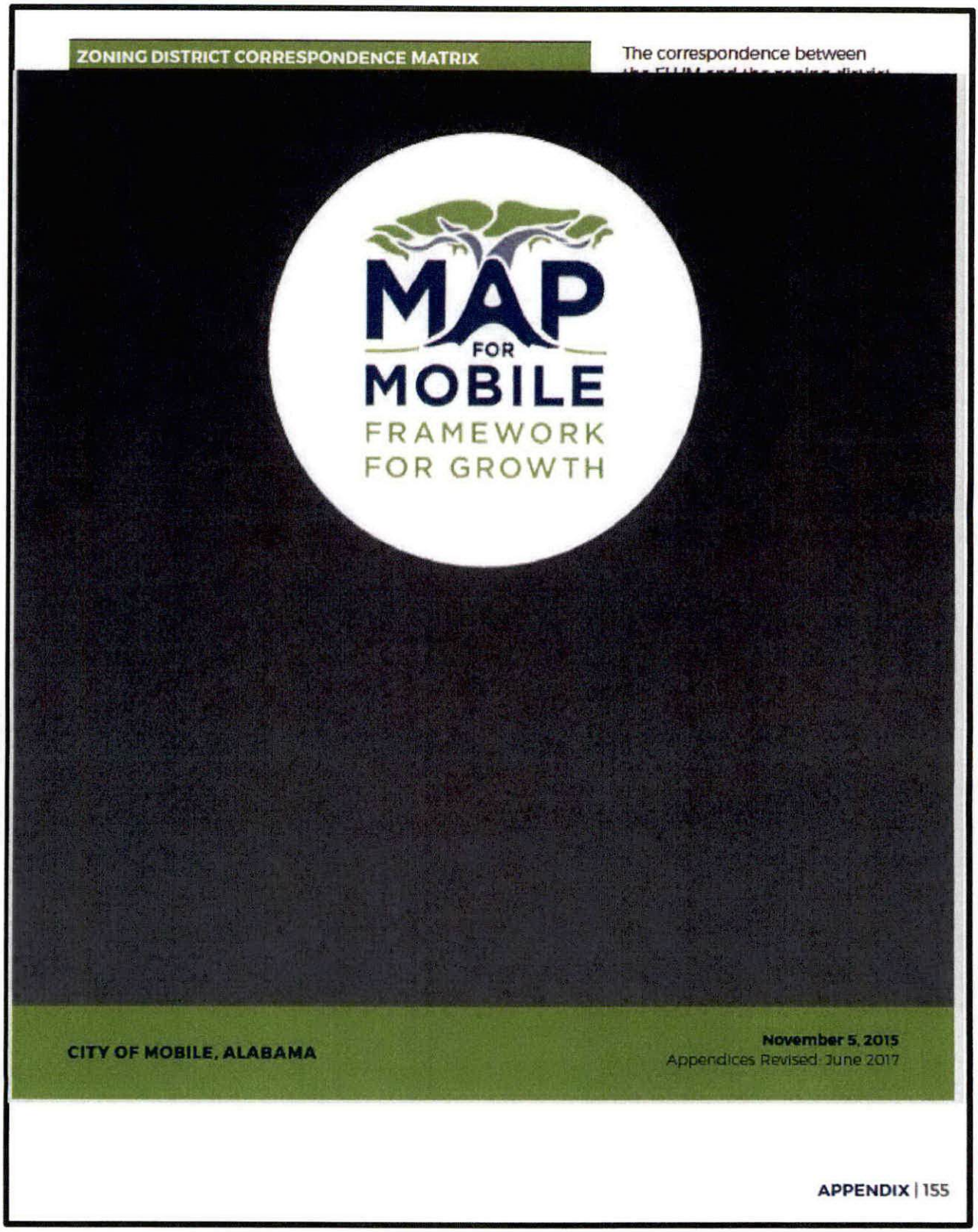
4. **Describe if there is adequate infrastructure in place to accommodate the proposed request.**
SEE ATTACHED EXHBIT A - CHECKLIST B

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.

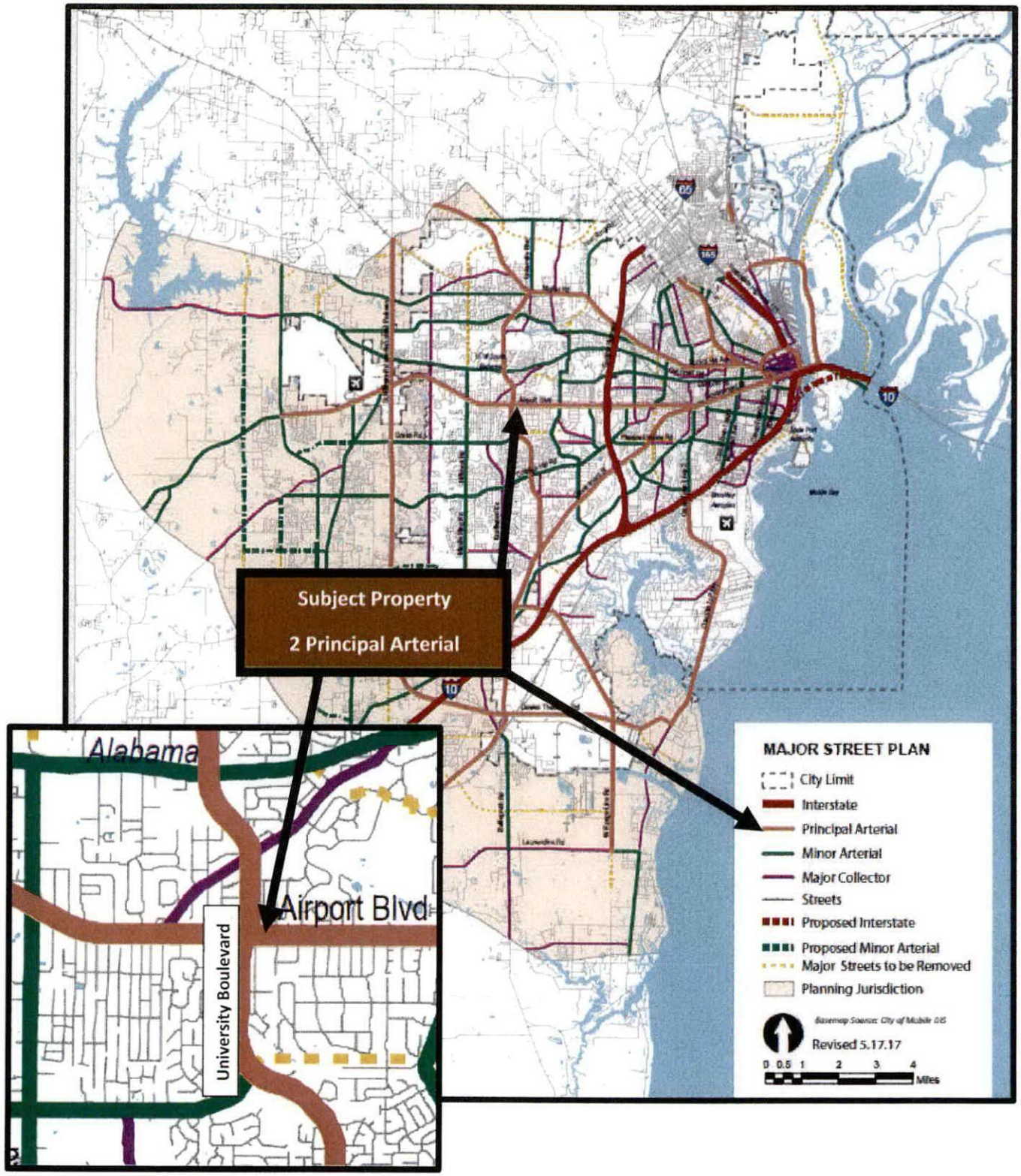
5. **Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.**
SEE ATTACHED EXHBIT A - CHECKLIST B

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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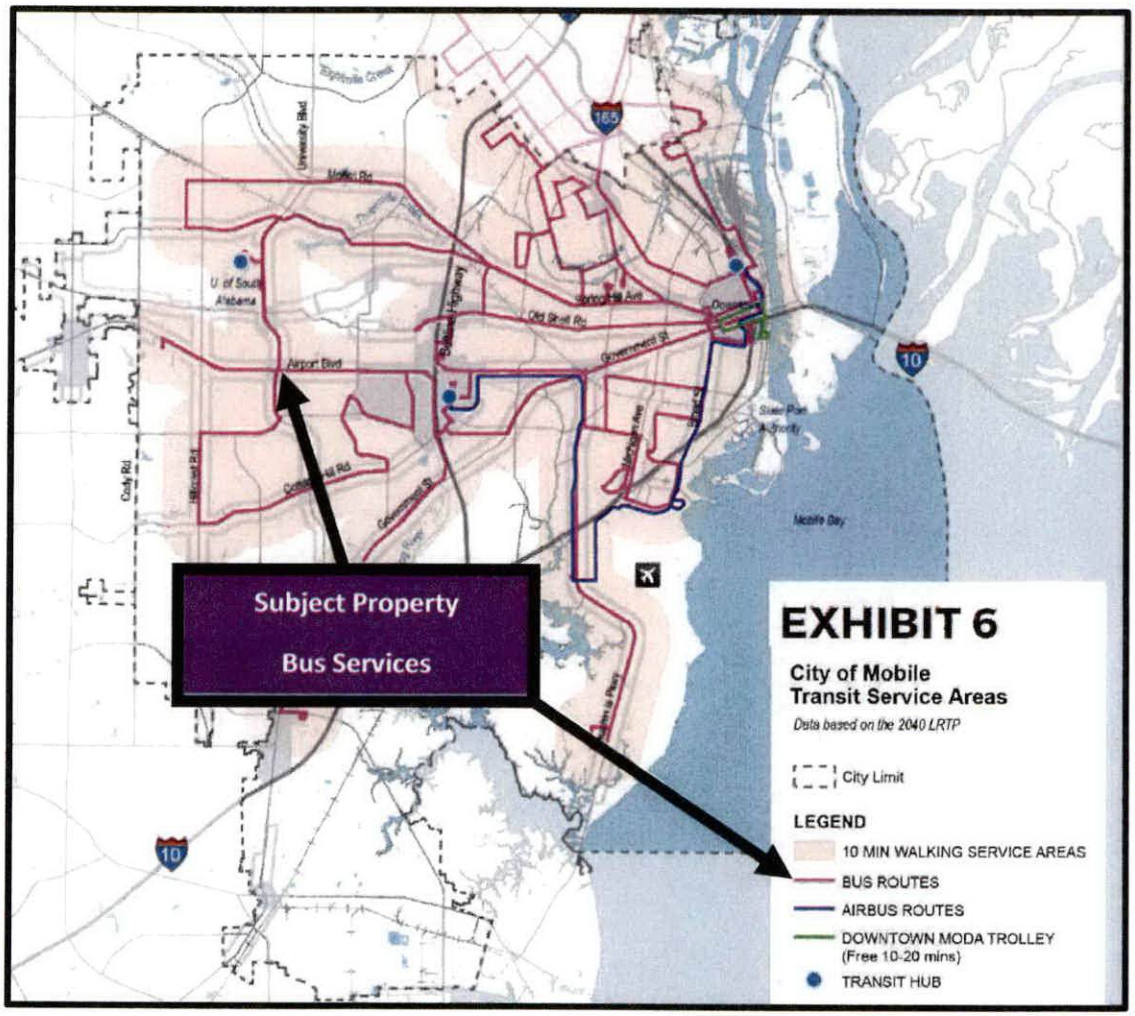
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Mobile Transit Services

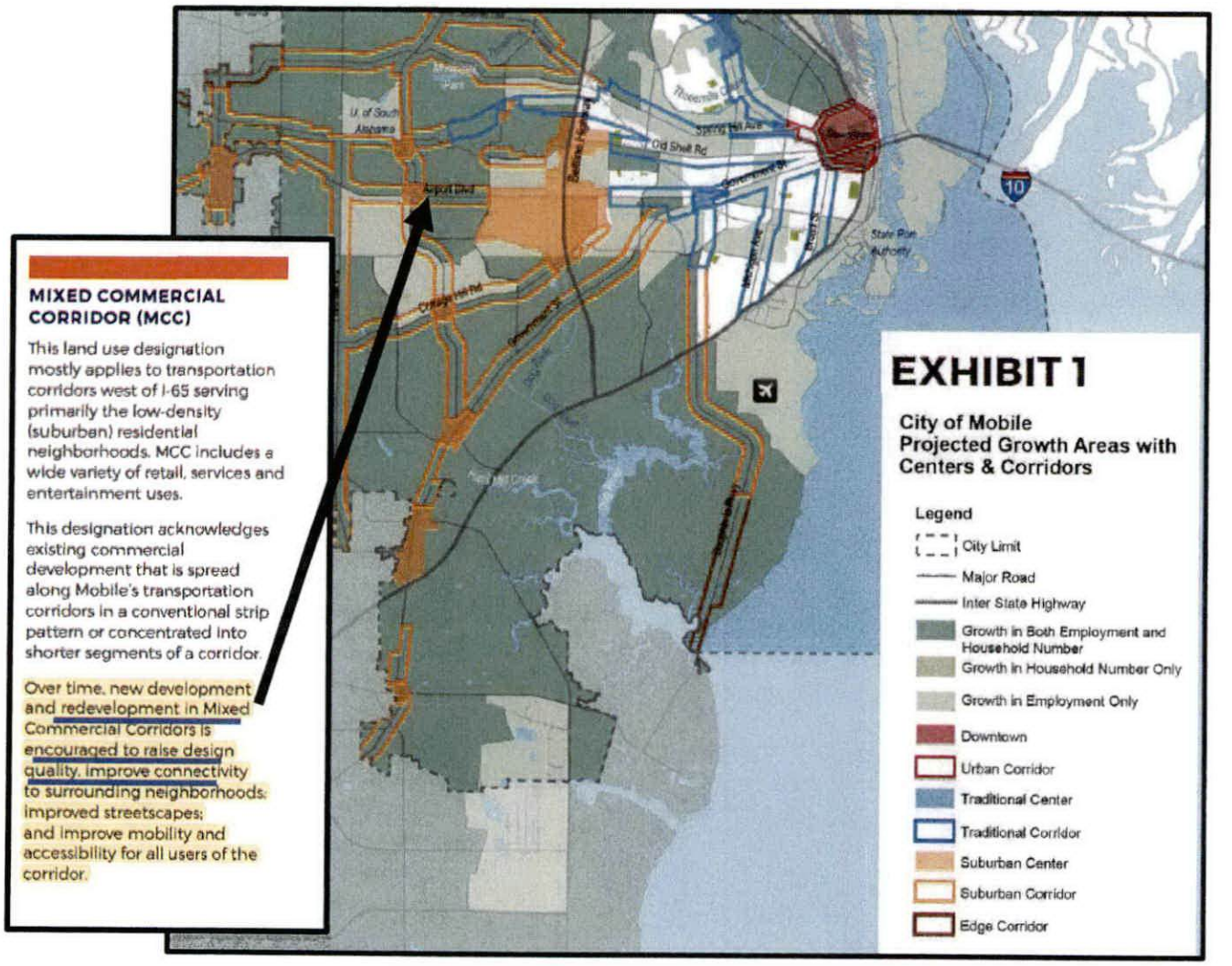
Subject Property is located on the Mobile Bus Routes



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Mixed Commercial Corridor (MCC)

Growth in both business and housing



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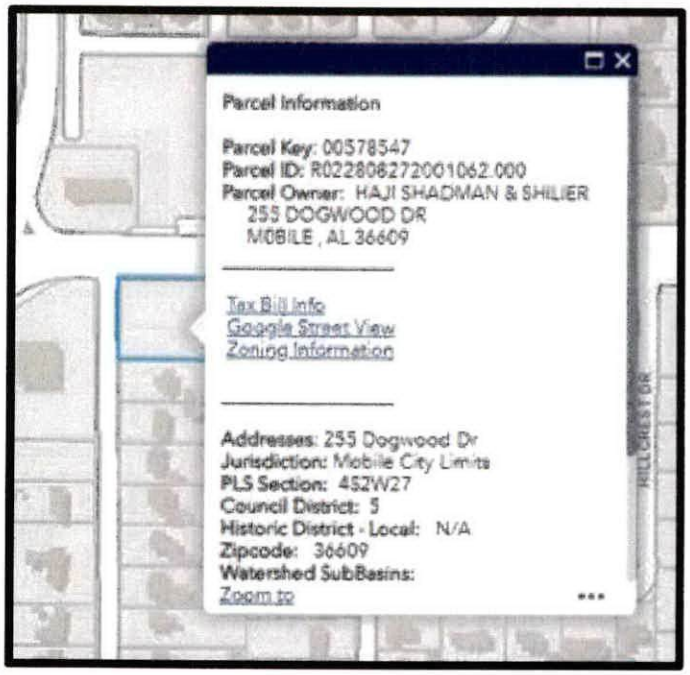
SUBDIVISION SECTION OF EXHIBIT A

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

2.82 acres

Property Address
R022808272001060.000, R022808272001061.000, and R022808272001062.000

Property Area (acres or square feet)

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

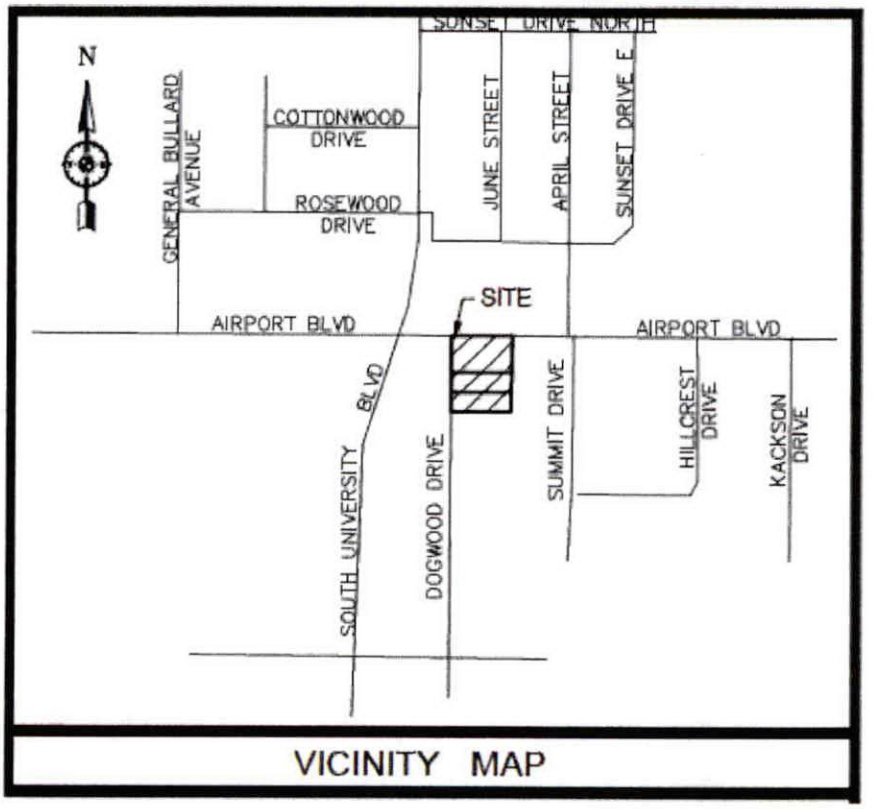
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Section, Township, Range

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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SUBDIVISION APPLICATION – HARD COPIES OF ADDRESS LABELS

LANHAM LINDA L 256 SUMMIT DR MOBILE, AL 36609	LANHAM LINDA L 256 SUMMIT DR MOBILE, AL 36609	LANHAM LINDA L 256 SUMMIT DR MOBILE, AL 36609
LV5K LLC 2600 DAUPHIN ST MOBILE, AL 36606-4802	LV5K LLC 2600 DAUPHIN ST MOBILE, AL 36606-4802	LV5K LLC 2600 DAUPHIN ST MOBILE, AL 36606-4802
BLANCHARD EDWIN JOSEPH & CHANDA BLANCHARD 260 SUMMIT DR MOBILE, AL 36609	BLANCHARD EDWIN JOSEPH & CHANDA BLANCHARD 260 SUMMIT DR MOBILE, AL 36609	BLANCHARD EDWIN JOSEPH & CHANDA BLANCHARD 260 SUMMIT DR MOBILE, AL 36609
SIERKE, PAUL CHARLES & LINDA ANN SIERKE 257 DOGWOOD DRIVE MOBILE, AL 36609-3411	SIERKE, PAUL CHARLES & LINDA ANN SIERKE 257 DOGWOOD DRIVE MOBILE, AL 36609-3411	SIERKE, PAUL CHARLES & LINDA ANN SIERKE 257 DOGWOOD DRIVE MOBILE, AL 36609-3411
MUNCASTER MARIN D 258 SUMMIT DR MOBILE, AL 36609	MUNCASTER MARIN D 258 SUMMIT DR MOBILE, AL 36609	MUNCASTER MARIN D 258 SUMMIT DR MOBILE, AL 36609
LADAS S.L. / THE WAW FAMILY TRUST C/O PUBLIX SUPER MARKETS, INC P O BOX 32018 LAKELAND, FL 33802	LADAS S.L. / THE WAW FAMILY TRUST C/O PUBLIX SUPER MARKETS, INC P O BOX 32018 LAKELAND, FL 33802	LADAS S.L. / THE WAW FAMILY TRUST C/O PUBLIX SUPER MARKETS, INC P O BOX 32018 LAKELAND, FL 33802
BOWEN MICHAEL C & REBECCA E BOWEN 265 DOGWOOD DR MOBILE, AL 36609-3411	BOWEN MICHAEL C & REBECCA E BOWEN 265 DOGWOOD DR MOBILE, AL 36609-3411	BOWEN MICHAEL C & REBECCA E BOWEN 265 DOGWOOD DR MOBILE, AL 36609-3411
DOGWOOD VENTURES LLC 2600 DAUPHIN ST MOBILE, AL 36606	DOGWOOD VENTURES LLC 2600 DAUPHIN ST MOBILE, AL 36606	DOGWOOD VENTURES LLC 2600 DAUPHIN ST MOBILE, AL 36606
STOKES STEPHEN A 4021 HENNING DR S MOBILE, AL 36619-9261	STOKES STEPHEN A 4021 HENNING DR S MOBILE, AL 36619-9261	STOKES STEPHEN A 4021 HENNING DR S MOBILE, AL 36619-9261
LOCKE JERRY LEE SR C/O JERRY LOCKE JR 5290 LEMAN DR W SATSUMA, AL 36572	LOCKE JERRY LEE SR C/O JERRY LOCKE JR 5290 LEMAN DR W SATSUMA, AL 36572	LOCKE JERRY LEE SR C/O JERRY LOCKE JR 5290 LEMAN DR W SATSUMA, AL 36572
HAJI SHADMAN & SHILIER 255 DOGWOOD DR MOBILE, AL 36609-3411	HAJI SHADMAN & SHILIER 255 DOGWOOD DR MOBILE, AL 36609-3411	HAJI SHADMAN & SHILIER 255 DOGWOOD DR MOBILE, AL 36609-3411
BRETT ORELL POLYSURVEYING 5588 JACKSON ROAD MOBILE, AL 36619	BRETT ORELL POLYSURVEYING 5588 JACKSON ROAD MOBILE, AL 36619	BRETT ORELL POLYSURVEYING 5588 JACKSON ROAD MOBILE, AL 36619
HILLCREST SOUTH, LLC, AN ALA LLC C/O MURPHY USA PO BOX 7300 EL Dorado, AR 71731	HILLCREST SOUTH, LLC, AN ALA LLC C/O MURPHY USA PO BOX 7300 EL Dorado, AR 71731	HILLCREST SOUTH, LLC, AN ALA LLC C/O MURPHY USA PO BOX 7300 EL Dorado, AR 71731
GREGORY B. SAAD, APPLICANT SAAD DEVELOPMENT CORPORATION 3601 SPRING HILL BUSINESS PK, ST 200 MOBILE, AL 36608	GREGORY B. SAAD, APPLICANT SAAD DEVELOPMENT CORPORATION 3601 SPRING HILL BUSINESS PK, ST 200 MOBILE, AL 36608	GREGORY B. SAAD, APPLICANT SAAD DEVELOPMENT CORPORATION 3601 SPRING HILL BUSINESS PK, ST 200 MOBILE, AL 36608

3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
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Email: hstrauch@hdsarchitecture.com

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HDS Architecture
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Dwayne Smith, PE
Principal

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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

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Exhibit 1

Voluntary Conditions & Use Restrictions

Subject to the City of Mobile approving the Applications for both zoning from Suburban R-1 single family residential to Suburban B-1 Buffer Business, as the Applicant, I voluntarily place the following conditions and restrictions on the property, which shall apply to the Property so long as the Property is being used for any B-1 Buffer Business use as outlined in the City of Mobile Chart of Uses.

1. Construction Schedule. Exterior construction schedule shall be limited to:
   i. Regular Schedule. Monday – Friday, 6:00 am until 6:00 pm.
   ii. Weekend Schedule. Only in cases of emergencies, due to impact by inclement weather, supply chain delays or deliveries. In all cases, hours of work shall be limited to between 6:00 am until 6:00 pm.
2. Dumpster Pick up. All dumpster trash pickup trucks, including during construction phase, shall be limited to between 7:00 am and 6:00 pm.
3. Lawncare and Parking Lot Cleaning. All lawncare and parking lot cleaning motorized machinery will be limited to between 7:00 am and 6:00 pm. In no event will the irrigation system be limited to specific hours.
4. Permanent Signage. Applicant shall install monument signs for the project.
5. Subdivision Sign. Applicant will either include the name "Government Street Highlands" as part of the monument sign or shall repair the existing Government Street Highlands sign subject to City of Mobile approvals.
6. Provided the City of Mobile approves the west bound left turn lane into the Property, Applicant will not pursue a curb cut onto Dogwood Drive. However, this restriction will not apply under the following circumstances:
   i. The Fire Marshal requires a means of ingress and egress onto Dogwood Drive for emergency purposes. Should the Fire Marshal so determine a Dogwood Drive entrance is required for safety purposes, Applicant will seek approval for a decorative gate to be installed with the customary lock box for emergency use.
   ii. In the event in the future, Dogwood Drive is abandoned as a public road south of the Property, Applicant will be released from this restriction and shall have the right to seek full ingress and egress of that portion of Dogwood Drive remaining, if any.
   iii. Should the City of Mobile deny Applicant's west bound left turn lane, Applicant shall have the right, but not the obligation to pursue one curb cut onto Dogwood Drive which shall be designed as a "left in and right out" curb opening so as to direct all outbound traffic exiting the site northward toward Airport Boulevard.

Signed this _____ day of _____, 2023.

Gregory B. Saad, Applicant

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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:

GB Saad

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**

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Holdover Comments 3
Site History 3
Staff Comments 3
Subdivision Considerations 7
Rezoning Considerations 8
Exhibits 9

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units. Commercial units lie west and north of the site.

APPLICATION NUMBER 1 DATE November 16, 2023

APPLICANT SDC-B1 Subdivision

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

N

NTS

HOLDOVER COMMENTS

This application was heldover from the Planning Commission's November 2nd meeting due to a lack of a quorum. No new or revised information has been submitted by the applicant.

SITE HISTORY

The subject site consists of Lots 1-3 of the Government Street Highland Subdivision, recorded in Probate Court in 1942.

The site was most recently before the Planning Commission at its March 1, 2018 meeting, with applications for a two-lot Subdivision, Planned Unit Development Approval to allow multiple buildings on two building sites, and Rezoning from R-1, Single-Family Residential to LB-2, Limited- Neighborhood Business District and R-3, Multiple-Family District, to allow the construction of two restaurants, and to allow the construction of 12 townhomes. The applications were denied.

STAFF COMMENTS

Engineering Comments:

Subdivision:

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Dedicate the corner radius (25' minimum) at the northeast corner of LOT 1 to the City of Mobile, and list the amount of dedicated acreage (acre and square feet).
C. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands, or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated.
D. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 21 - #76) LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 28,000 sf.
E. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
F. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
G. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
H. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
I. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.

J. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

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

Revised for the November 16th meeting:

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Dedicate the corner radius (25' minimum) at the northeast corner of LOT 1 to the City of Mobile, and list the amount of dedicated acreage (acre and square feet).
C. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 21 - #76) LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 28,000 sf.
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

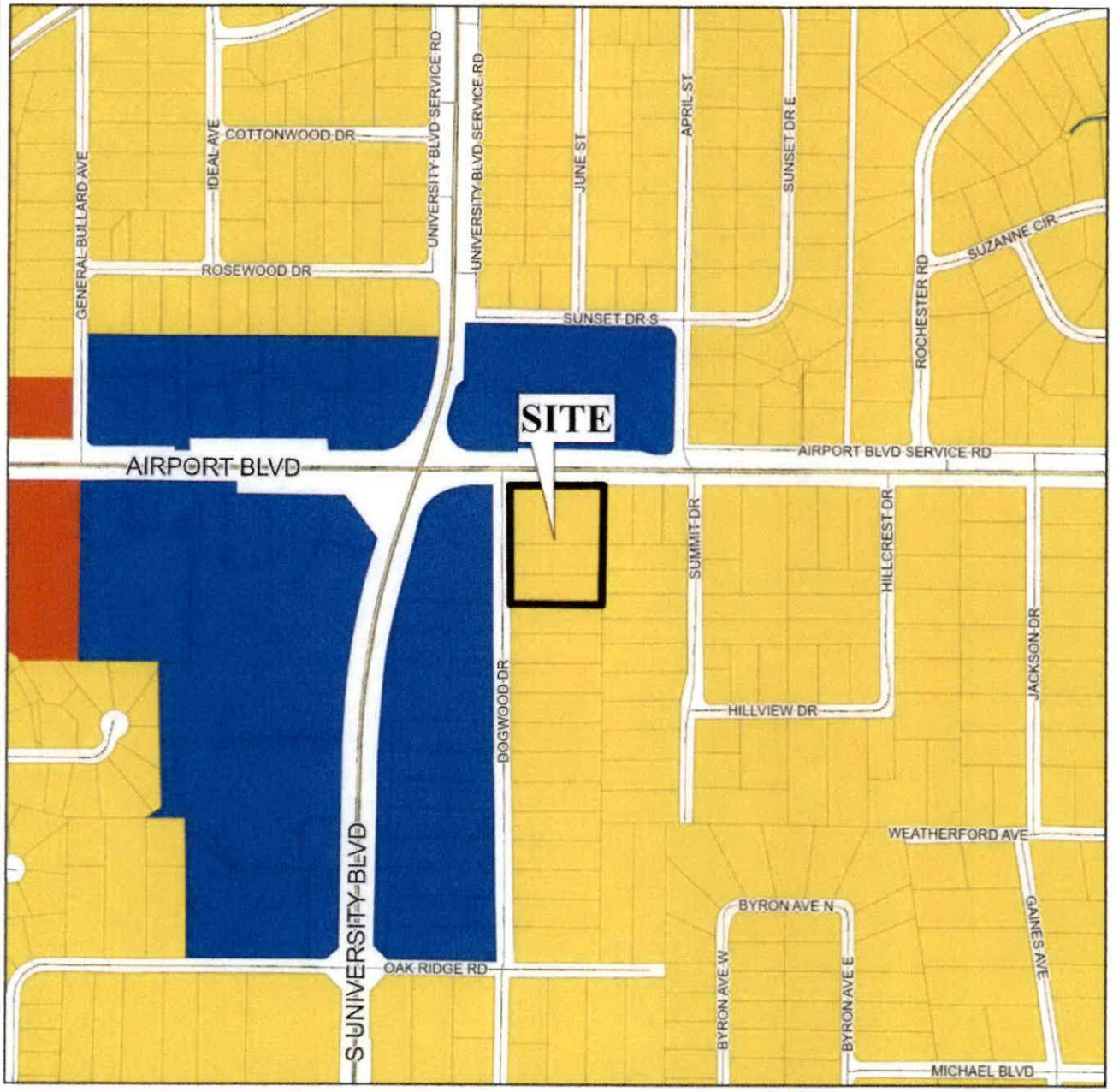
APPLICANT SDC-B1 Subdivision

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

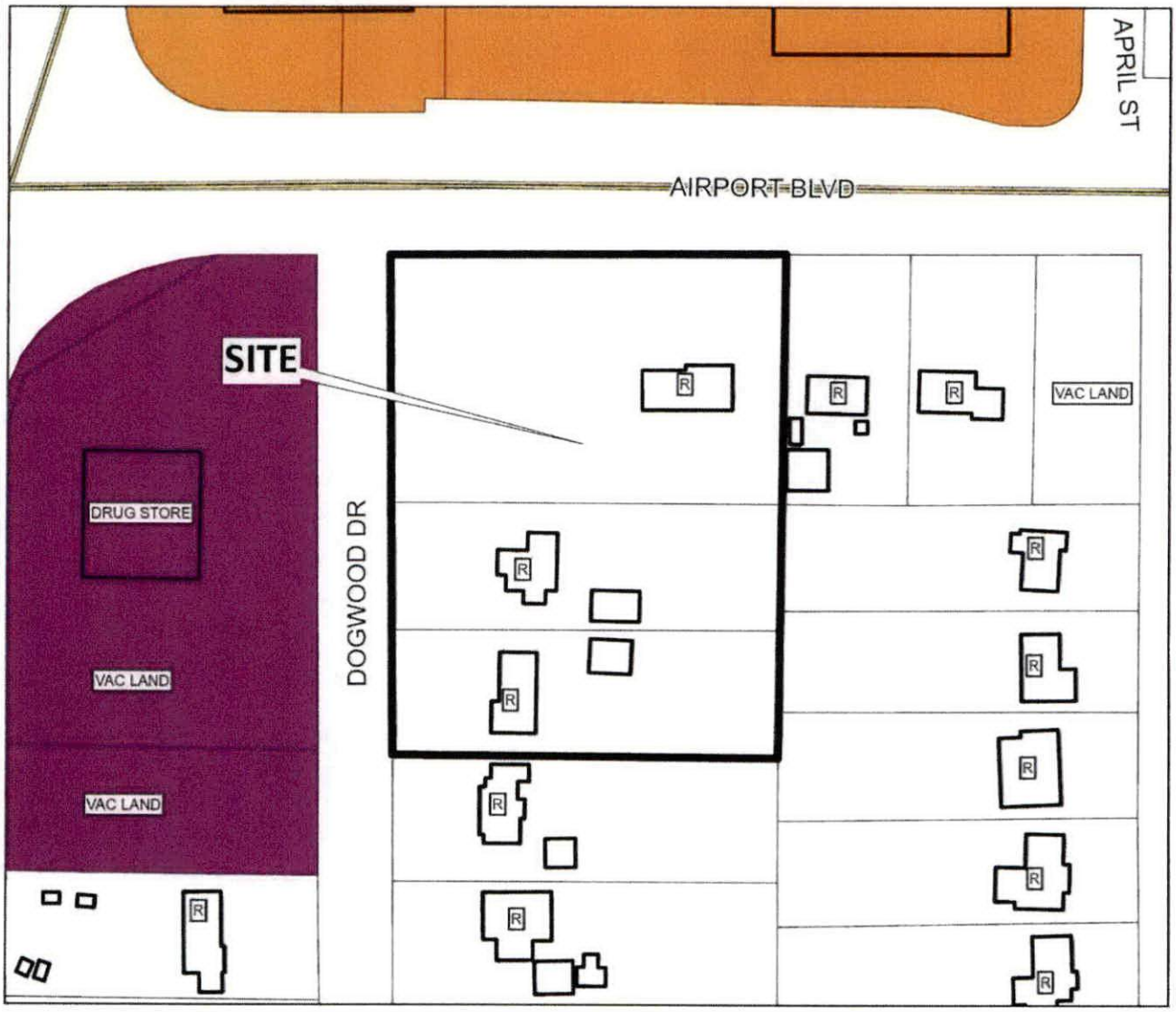
REQUEST Subdivision, Rezoning from R-1 to B-1

- 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

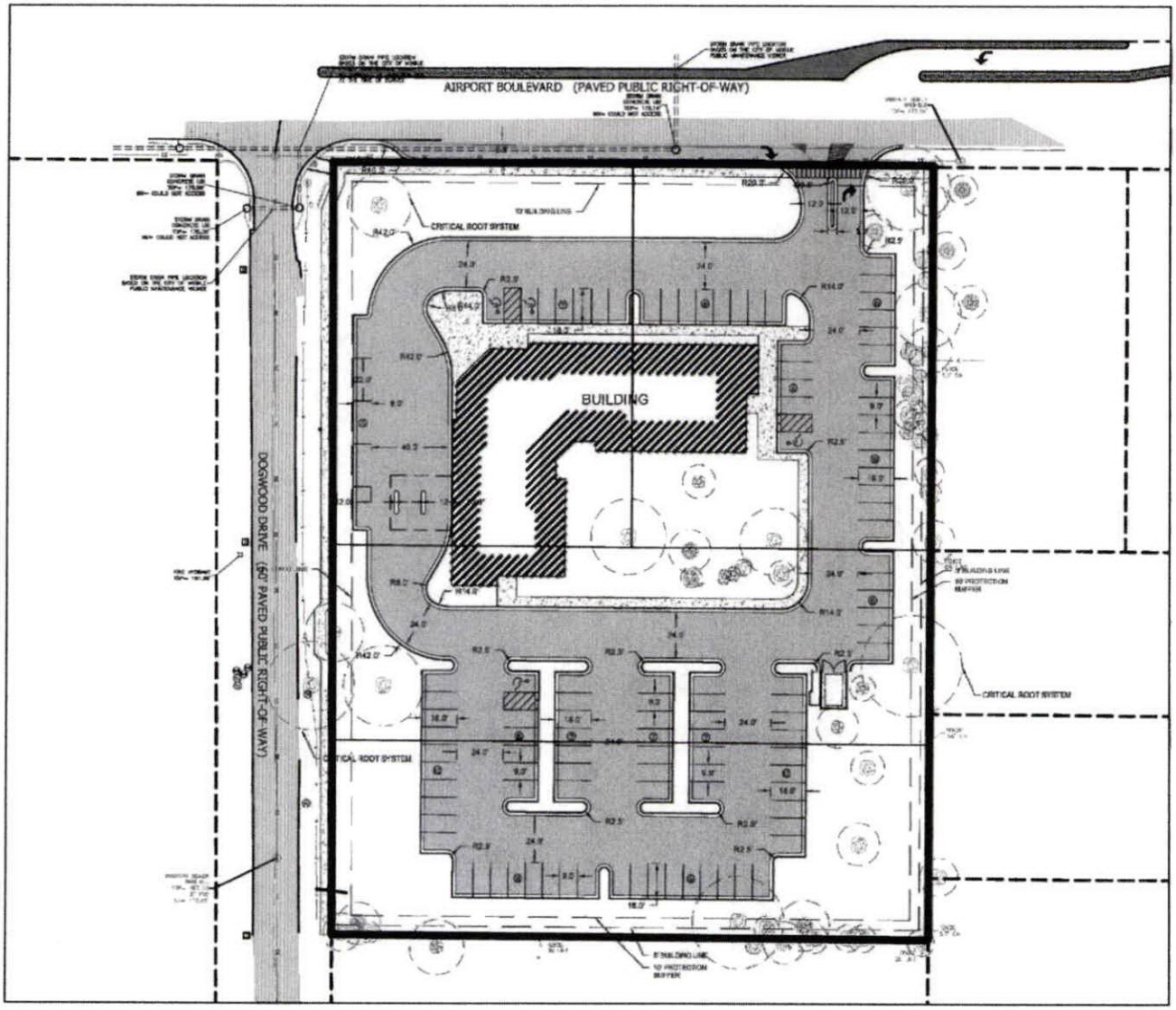
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R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
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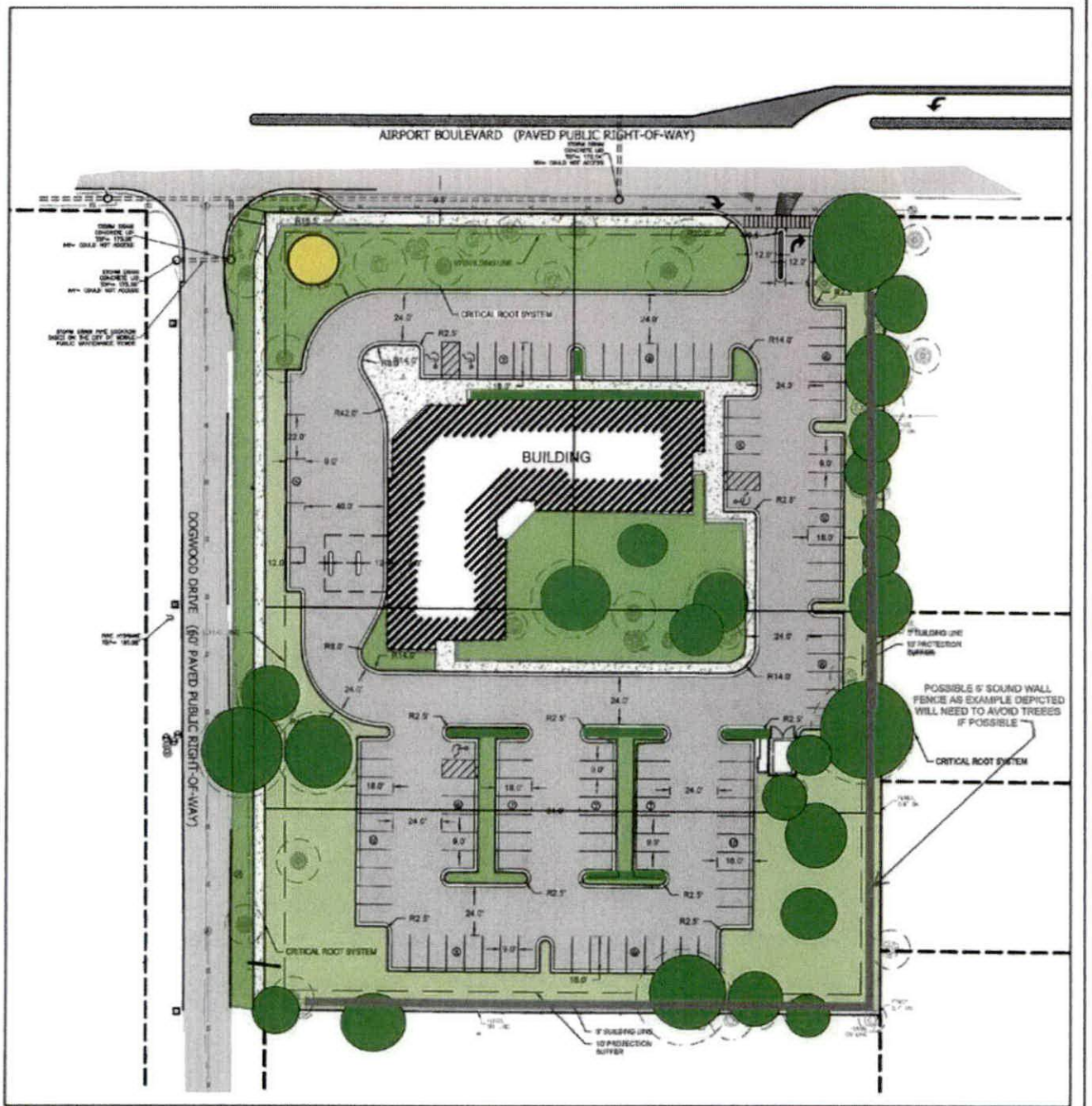
SITE PLAN



The site plan illustrates the proposed building , and parking.

APPLICATION NUMBER 1 DATE November 16, 2023	N
APPLICANT SDC-B1 Subdivision	
REQUEST Subdivision, Rezoning from R-1 to B-1	NTS

LANDSCAPE SITE PLAN



APPLICATION NUMBER 1 DATE November 16, 2023

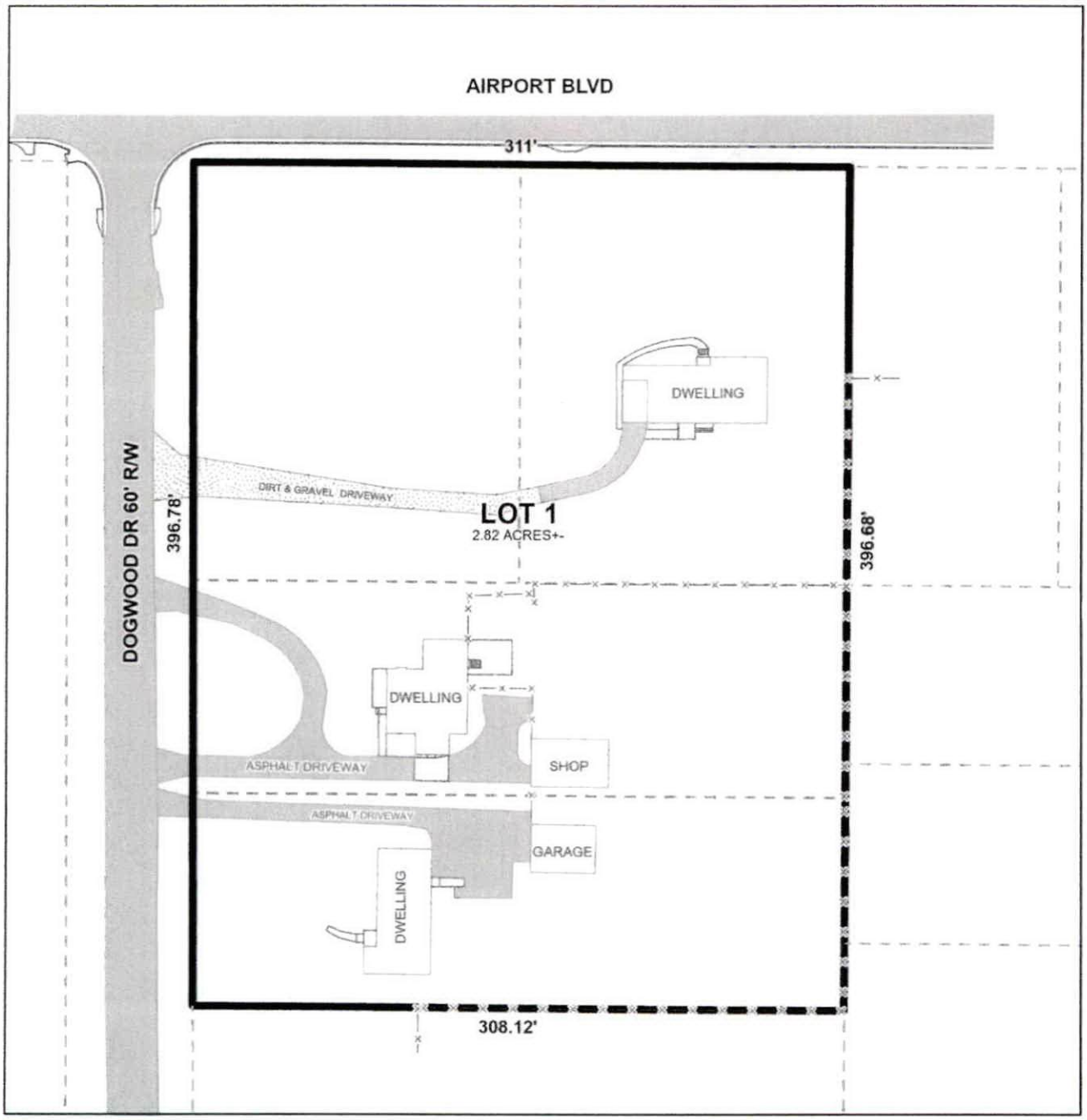
APPLICANT SDC-B1 Subdivision

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

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 1 DATE November 16, 2023

APPLICANT SDC-B1 Subdivision

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

N

NTS

ZONING DISTRICT CORRESPONDENCE MATRIX

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

Zoning District Correspondence Matrix

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

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 # 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.

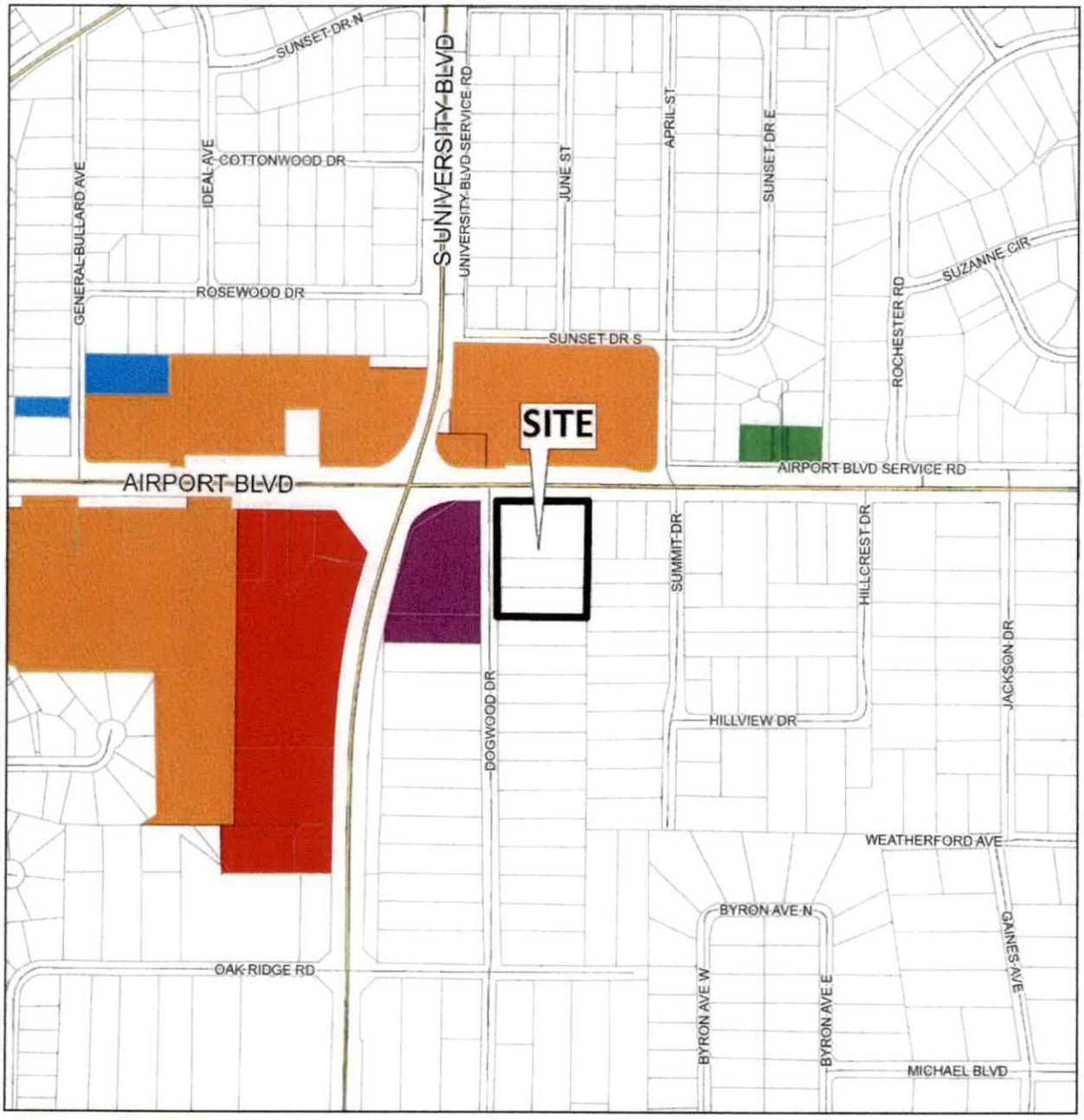
The applicant's responses to address the above criteria are available in the link on page one (1).

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,
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LOCATOR ZONING MAP



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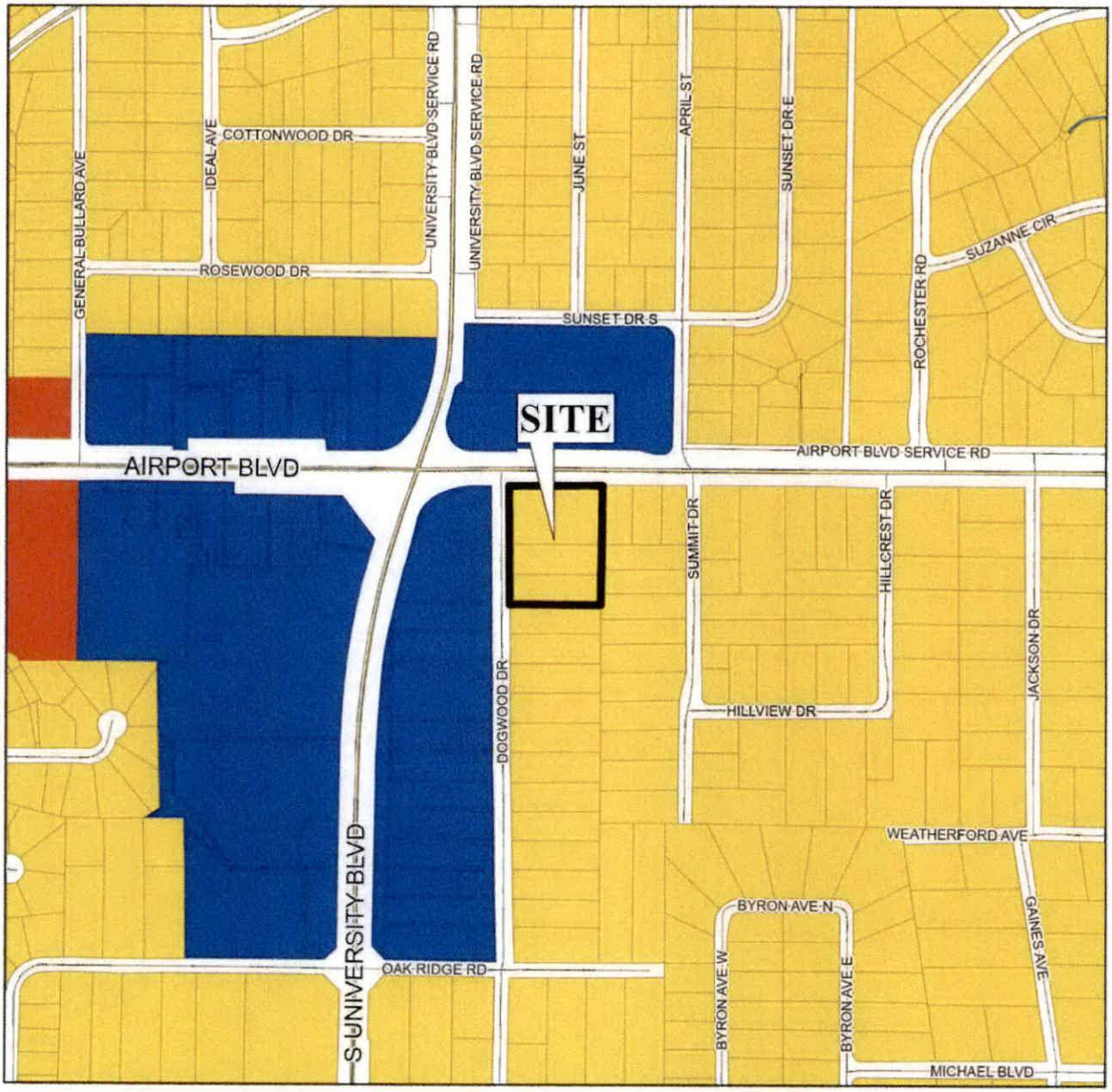
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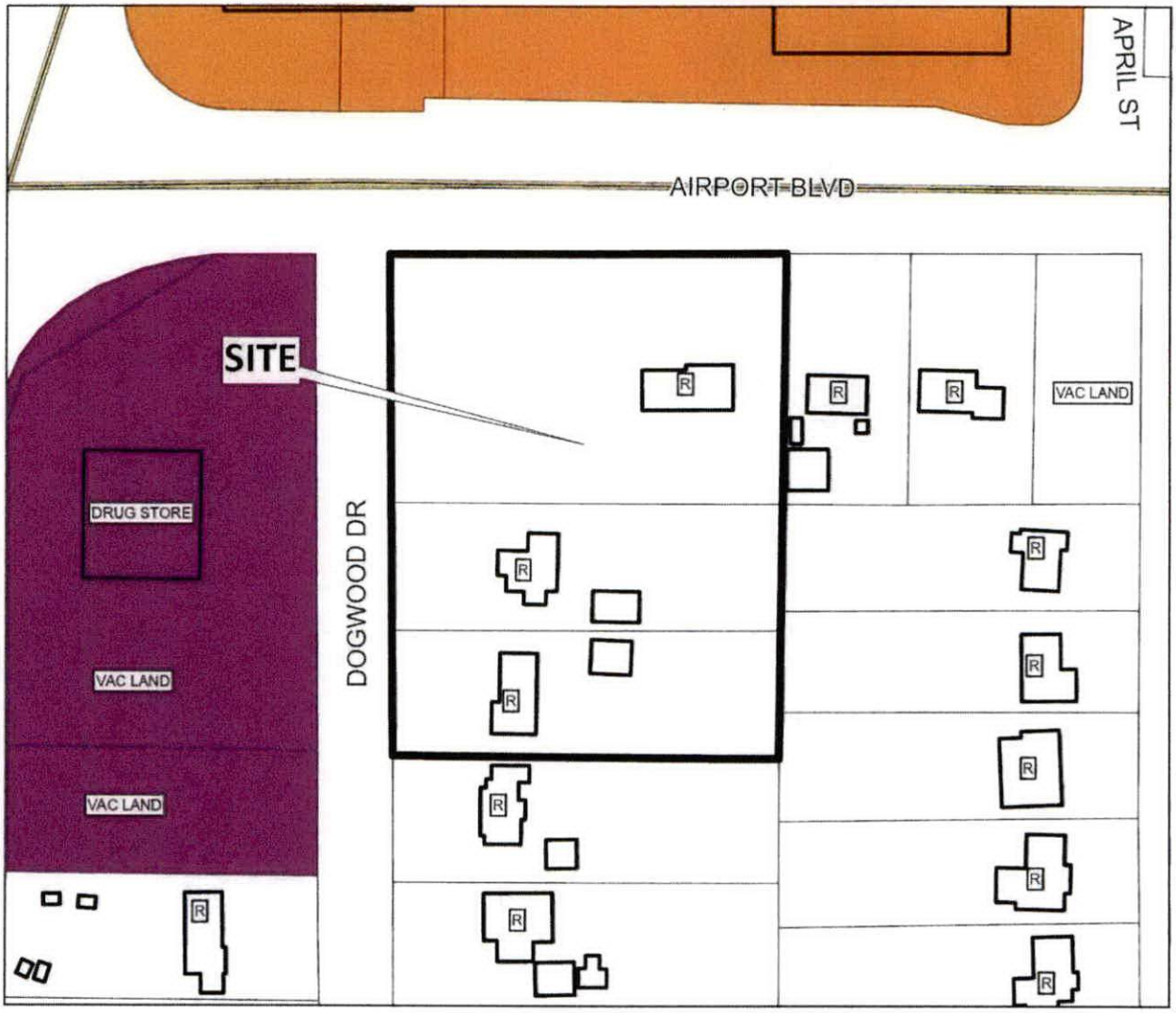
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PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



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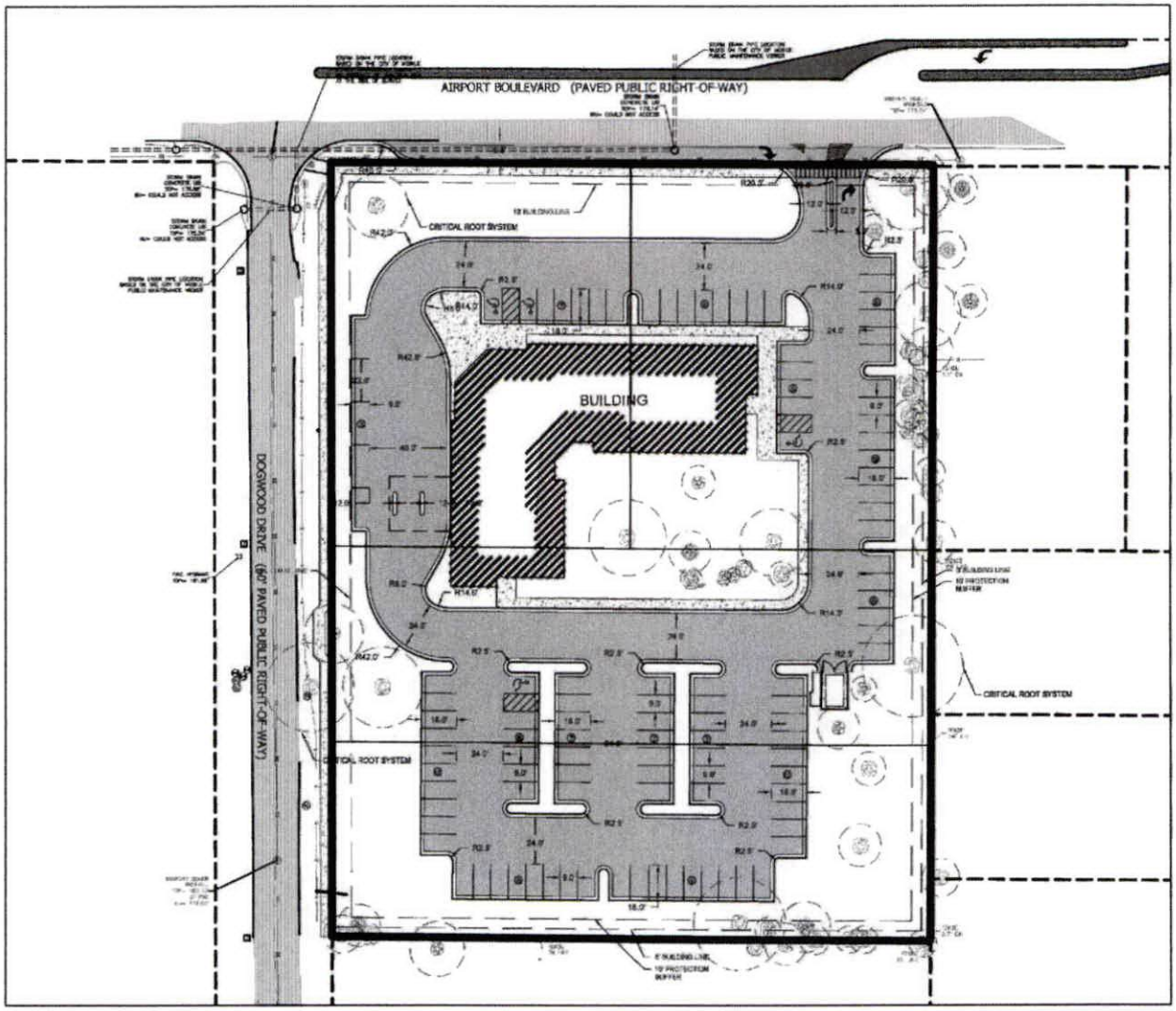
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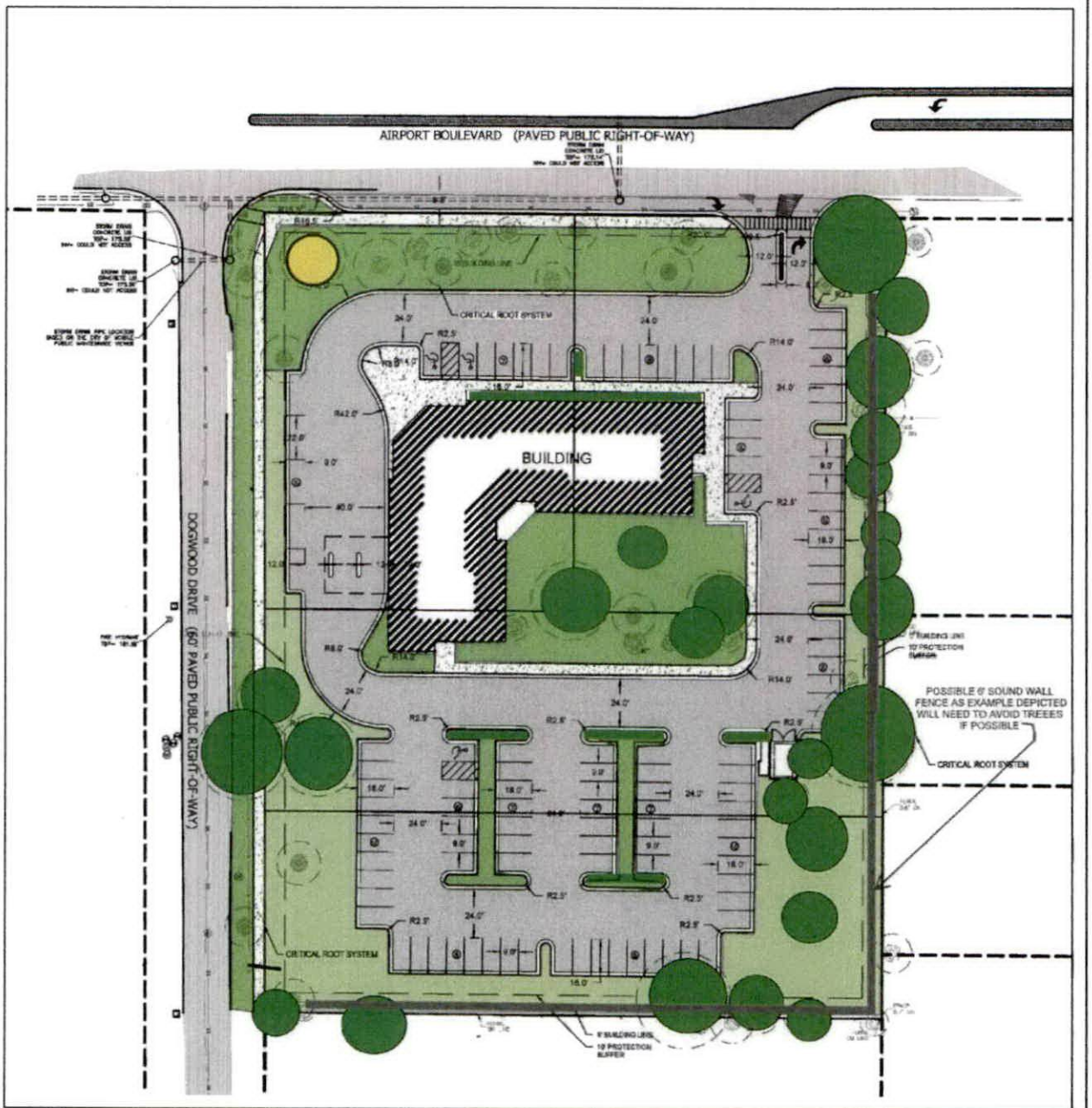
SITE PLAN



The site plan illustrates the proposed building , and parking.

APPLICATION NUMBER 8 DATE November 2, 2023 APPLICANT SDC-B1 Subdivision REQUEST Subdivision, Rezoning from R-1 to B-1	N NTS

LANDSCAPE SITE PLAN



APPLICATION NUMBER 8 DATE November 2, 2023

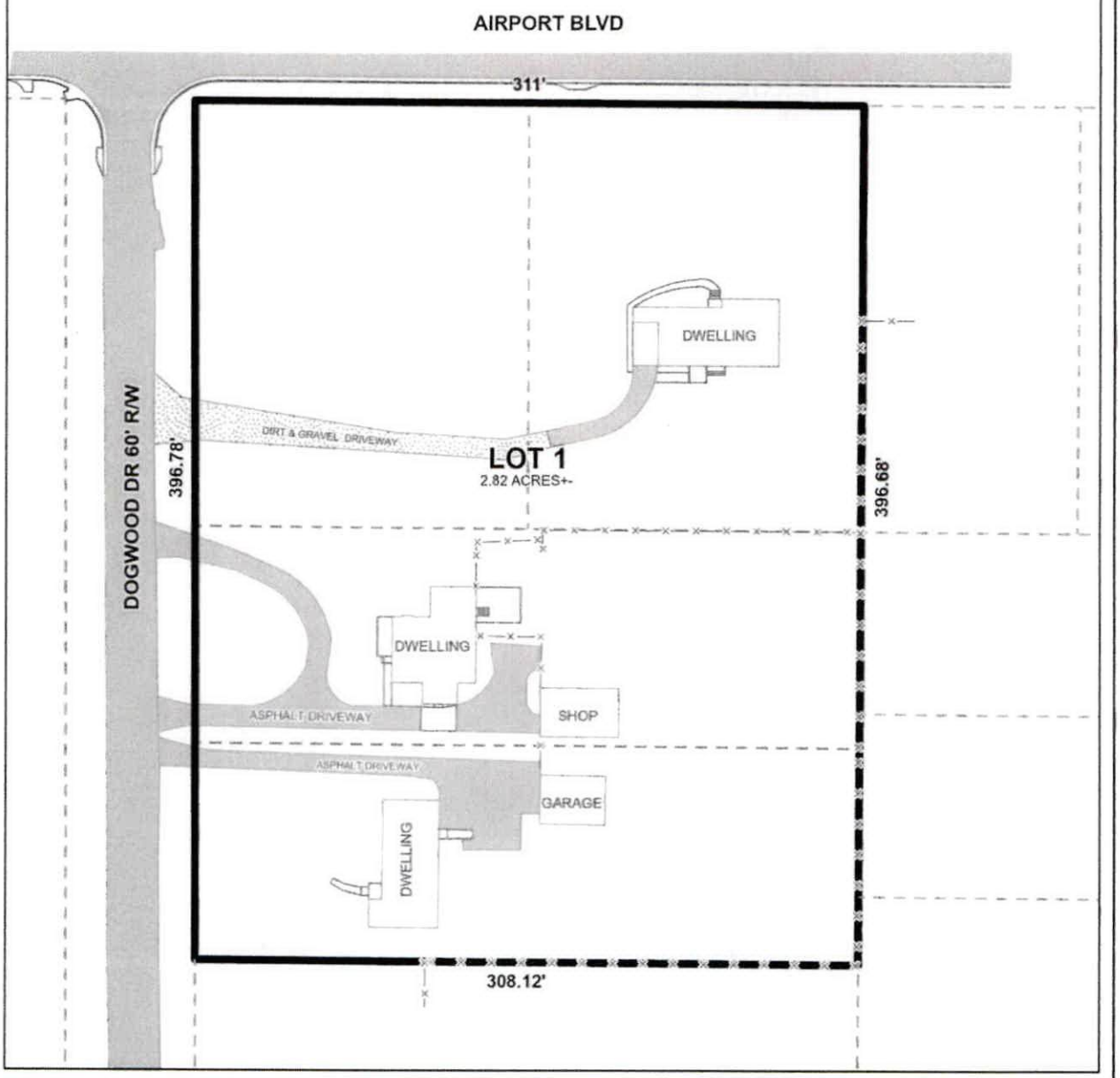
APPLICANT SDC-B1 Subdivision

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

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NTS

DETAIL SITE PLAN



APPLICATION NUMBER 8 DATE November 2, 2023

APPLICANT SDC-B1 Subdivision

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

N

NTS

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

Zoning District Correspondence Matrix

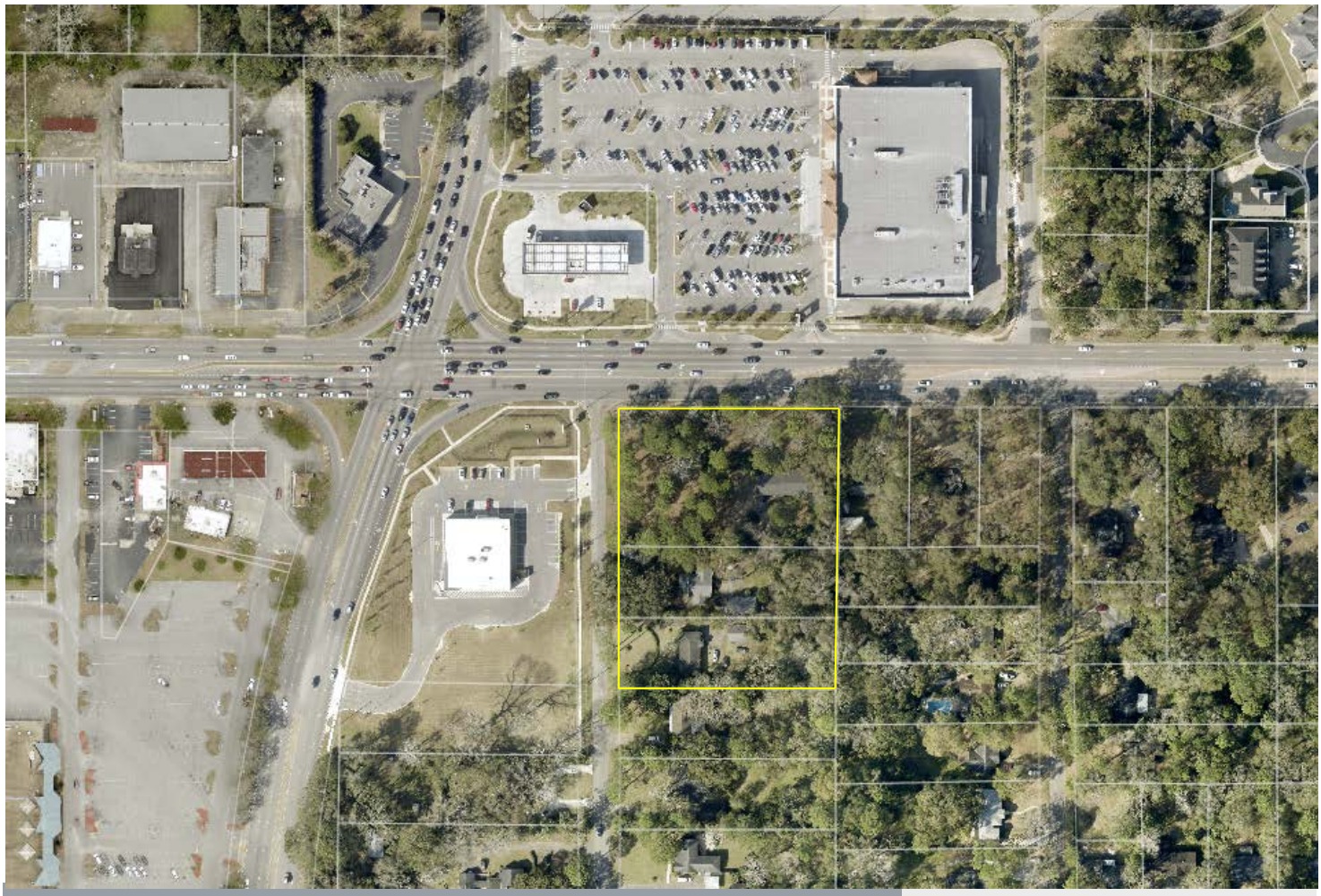
- ■ Directly Related
- O Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

LOW DENSITY RESIDENTIAL (LDR)

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

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

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



Traffic Impact Study

Saad Mixed-Use Airport Boulevard Development

Mobile, AL

Prepared For:

SAAD
REALTY PARTNERS
SAAD DEVELOPMENT CORPORATION

Prepared By:

SKIPPER
CONSULTING INC

September 2023

Saad Mixed-Use Airport Boulevard Development
Mobile, Alabama

Traffic Impact Study

PREPARED FOR:

SAAD
REALTY PARTNERS
SAAD DEVELOPMENT CORPORATION

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ALABAMA
REGISTERED
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PROFESSIONAL
ENGINEER
JULIE W. LENOIR
9/5/23

September 2023

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C. Existing Capacity Analyses Printouts
D. Future Turn Lane Warrant Worksheets
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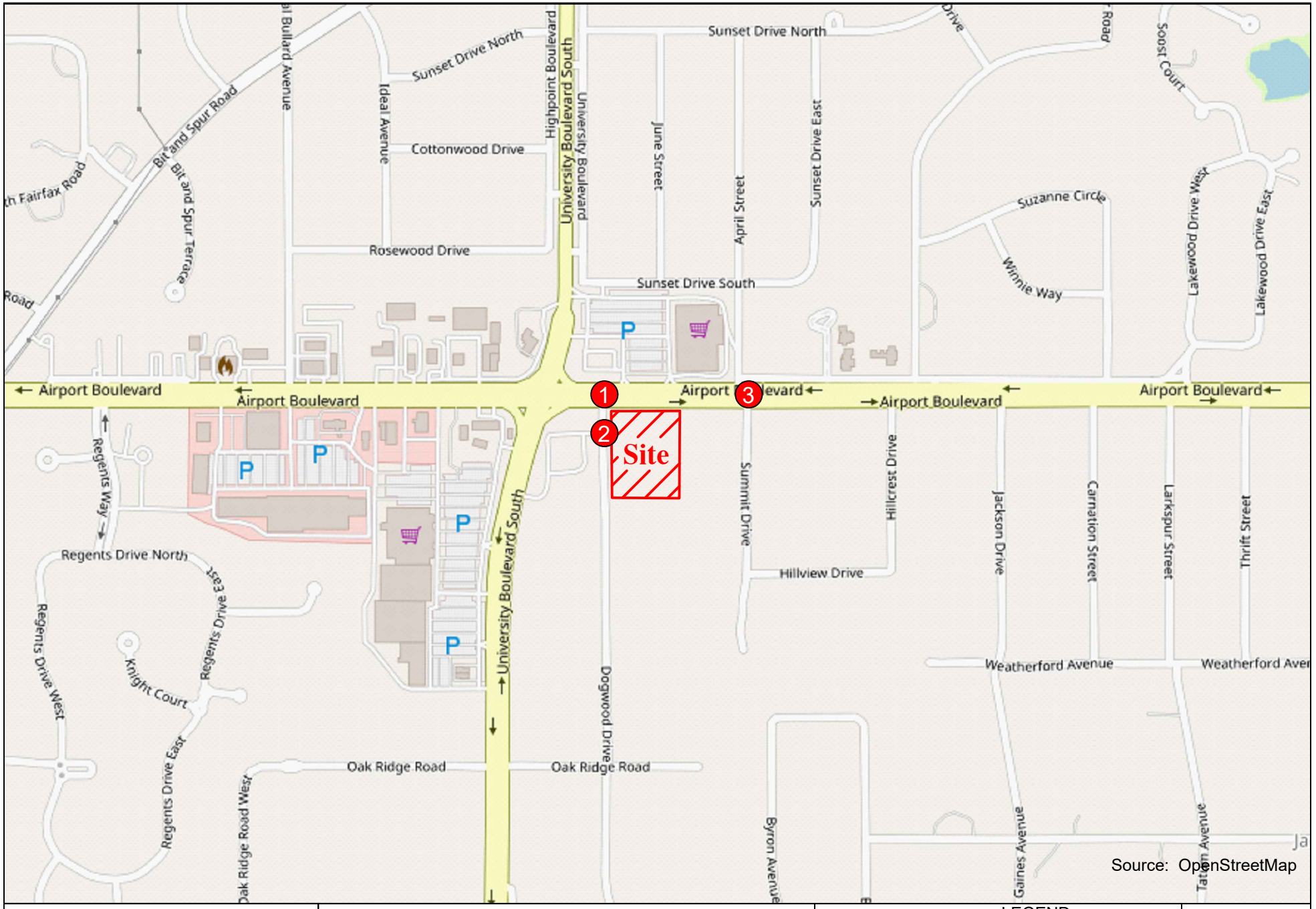
INTRODUCTION

The purpose of this report is to document the findings of traffic analyses conducted for a proposed mixed-use development in Mobile, Alabama. The property planned for development is located along the south side of Airport Boulevard, east of Dogwood Drive. Access to the subject property is planned on Airport Boulevard as a right-in/left-in/right-out only driveway on the northeast side of the property. **Figure 1** illustrates the location of the proposed mixed-use development relative to the surrounding roadways in Mobile.

The purpose of this study is to achieve the following objectives:

- to assess existing traffic conditions within the vicinity of the proposed development site;
- to estimate the amount of traffic expected to be generated by the proposed development;
- to predict the directional distribution of development related traffic;
- to assign site generated traffic to the study intersections;
- to assess post-development traffic conditions at the study intersections; and,
- to determine the geometric and traffic control improvements, if any, that would be needed to accommodate existing and post-development traffic conditions at the study intersections.

Sources of information used in this report include: Saad Realty Partners, LLC; Poly Surveying; the Alabama Department of Transportation (ALDOT); the City of Mobile, Alabama; the Institute of Transportation Engineers (ITE); the Transportation Research Board (TRB); the Federal Highway Administration (FHWA); the American Association of State Highway and Transportation Officials (AASHTO); and the files and field reconnaissance efforts of Skipper Consulting, Inc.



SKIPPER CONSULTING INC

Figure 1 - Site Location Map
Airport Road Mixed-Use Development
Mobile, Alabama

LEGEND

Site Location

Study Intersection

Scale: Not to Scale
Date: SEPT. 2023

North

BACKGROUND INFORMATION

Site Description and Access

The proposed mixed-use development site is proposed on the south side of Airport Boulevard, east of Dogwood Drive. The site currently contains a small number of single-family homes and is planned to contain approximately 14,000 square feet of office space and approximately 10,000 square feet of a drive-in bank/credit union. Access to the site is planned via one access driveway on Airport Boulevard as a right-in/left-in/right-out only driveway on the northeast side of the property. A preliminary layout of the proposed site plan is provided in **Appendix A** for reference.

Study Roadways and Intersection

North of the site, Airport Boulevard is a six-lane median divided principal arterial roadway with a posted speed limit of 45 miles per hour. To the west, Airport Boulevard intersects University Boulevard at a four-way signalized intersection. South of Airport Boulevard, University Boulevard is a four-lane median divided principal arterial roadway that widens to a six-lane median divided roadway with a posted speed limit of 40 miles per hour. For the purposes of this study, Airport Boulevard is considered an east/west roadway, and University Boulevard is considered a north/south roadway.

Immediately west of the site, Dogwood Drive is a two-lane roadway with a posted speed limit of 25 miles per hour and a 15 miles per hour warning speed for existing speed lumps. Dogwood Drive intersects Airport Boulevard at a side-street stop condition. For the purposes of this study, Dogwood Drive is considered a north/south roadway.

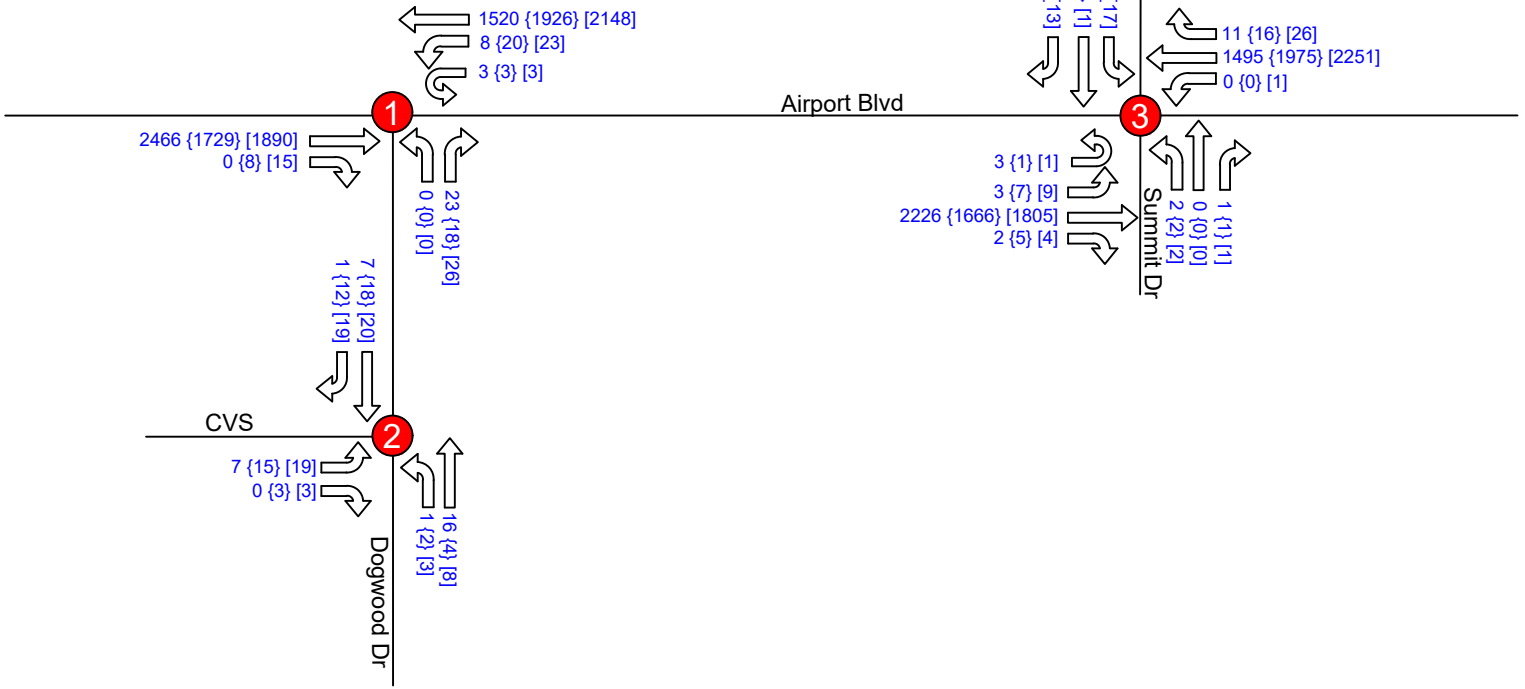
To the east, April Street/Summit Drive intersect Airport Boulevard at a side-street stop condition. April Street is a two-lane mostly residential roadway with no posted speed limit that connects to a service road that parallels Airport Boulevard. Summit Drive is a two-lane residential roadway with a posted speed limit of 25 miles per hour. For the purposes of this study, April Street and Summit Drive are considered north/south roadways.

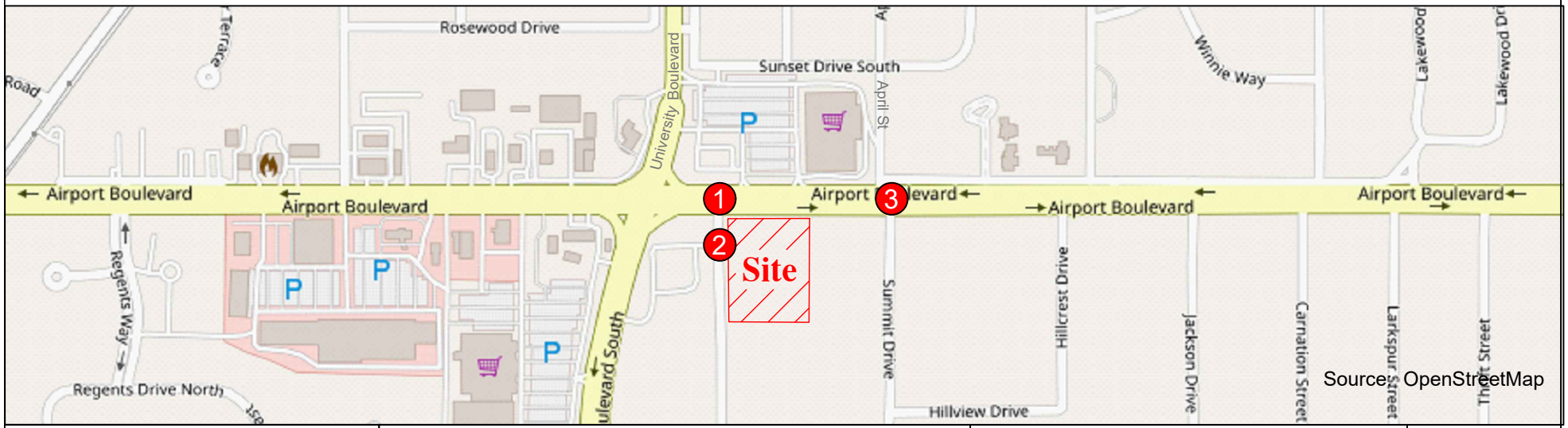
Planned and Programmed Improvements

The City of Mobile is planning to implement traffic signal coordination timings on Airport Boulevard which would include the signal at University Boulevard. The goal of implementation of a coordinated signal system on Airport Boulevard is to improve the traffic flows along Airport Boulevard by synchronization of the traffic signals.

Existing Traffic Counts

Peak period turning movement traffic counts were conducted at the study intersections for a typical weekday from 7:00 to 9:00 a.m., 2:15 to 3:45 p.m., and 4:00 to 6:00 p.m. beginning Tuesday, May 16, 2023. Existing peak hour traffic counts are illustrated in **Figure 2**. In addition to the turning movement counts, 24-hour traffic counts with speed were conducted on Dogwood Drive south of Airport Boulevard and the CVS driveway (north of the speed humps) beginning Tuesday, May 16, 2023. The 24-hour traffic count on Dogwood Drive was 357 vehicles, and the 85th percentile speed was approximately 29 miles per hour. Traffic count data is provided in **Appendix B** for reference.





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Figure 2 - Existing Peak Hour Counts
Airport Road Mixed-Use Development
Mobile, Alabama

LEGEND

Site Location

AM {PM School} [PM] Peak Counts

Study Intersection

Scale: Not to Scale

Date: SEPT. 2023

North

Existing Intersection Capacity Analyses

Using methods as outlined in the *Highway Capacity Manual, latest Edition,* the existing capacity and operation of the study intersections were evaluated. According to this method of analysis, traffic capacities are expressed as levels of service, ranging from "A" (best) to "F" (worst). In general, a level of service (LOS) "C" is considered desirable, while a level of service "D" is considered acceptable during peak hours of traffic flow. The level of service for each approach is illustrated in **Table 1**. Capacity analysis printouts that illustrate the results of the analyses for existing conditions are provided in **Appendix C**.

Table 1 – Existing Intersection Capacity Analysis

Intersection (traffic control)	Approach	AM Peak Hour	PM School Peak Hour	PM Peak Hour
Airport Boulevard at Dogwood Drive (side-street stop)	EB Airport Boulevard	A	A	A
	WB Airport Boulevard	A	A	A
	NB Dogwood Drive	E	C	D
Dogwood Drive at CVS Access (side-street stop)	EB CVS Access	A	A	A
	NB Dogwood Drive	A	A	A
	SB Dogwood Drive	A	A	A
Airport Boulevard at Summit Drive/April Street (side-street stop)	EB Airport Boulevard	A	A	A
	WB Airport Boulevard	A	A	A
	NB Summit Drive	F	F	E
	SB April Street	F	F	F

As indicated in **Table 1**, each approach of the study intersections is operating with acceptable levels of service during the existing peak hours with the exception of the following: Airport Boulevard at Dogwood Drive – the northbound approach during the morning peak hour; and Airport Boulevard at Summit Drive/April Street – the side street approaches during all of the peak hours. It can be typical for side-street approaches intersecting a major principal arterial with heavier traffic volumes during the peak period to experience poorer levels of service under a side-street stop condition. Gaps in traffic on Airport Boulevard created by the adjacent signal to the west at University Boulevard should increase with the signal coordination project that will be installed on Airport Boulevard.

FUTURE TRAFFIC CONDITIONS

Trip Generation Estimates

Trip generation estimates were developed for the proposed mixed-use development using data contained in the *Trip Generation Manual, Eleventh Edition,* as published by the Institute of Transportation Engineers. Trips to be generated by the proposed development are considered to be a combination of intercept trips and new trips. Intercept trips can be defined as a portion of existing traffic on adjacent roadways which would enter and exit the development en route to another destination. Intercept rates were developed from information provided in the *Trip Generation Handbook*, published by the Institute of Transportation Engineers. New trips are described as traffic resulting from the development that would not have otherwise traveled study area roadways. Peak hour trip generation estimates for the proposed mixed-use development is summarized in **Table 2**.

Table 2 - Trip Generation Estimates

Land Use (ITE#)	Units (SF)	AM		School PM		PM	
		In	Out	In	Out	In	Out
General Office Building (710)	14,000	27	4	8	8	6	27
Drive-in Bank (912)	10,000	58	42	51	53	105	105
Total	***24,000***	***85***	***46***	***59***	***61***	***111***	***132***
Intercept Trips Only		17	12	18	19	37	37
New Trips Only		**68**	**33**	**41**	**42**	**74**	**95**

Trip Distribution

The directional distribution of new traffic generated by the proposed mixed-use development was estimated based upon population concentrations in the area, current traffic patterns, and planned access for the development. The anticipated directional distribution pattern for the proposed development is as follows:

- approximately 40% to/from the east on Airport Boulevard; and
- approximately 60% to/from the west on Airport Boulevard.

The distribution of intercept trips was estimated based upon the current distribution of traffic on the adjacent roadway by time of day. Based on the current distribution of peak hour traffic volumes on Airport Boulevard adjacent to the proposed development site, the following intercept rates are anticipated:

- approximately 60% eastbound/40% westbound would come from and return to the traffic flows on Airport Boulevard during the morning peak hour;
- approximately 50% eastbound/50% westbound would come from and return to the traffic flows on Airport Boulevard during the afternoon school peak hour; and
- approximately 45% eastbound/55% westbound would come from and return to the traffic flows on Airport Boulevard during the afternoon peak hour.

Background Growth

Because the proposed development is anticipated to be completed within approximately eighteen (18) months, background growth was not added to the existing traffic volumes.

Trip Assignment and Future Peak Hour Traffic Volumes

Using the distribution patterns outlined above, projected development trips for the peak hours were assigned to the study intersections and site access. Development generated trips were added to existing traffic counts to result in future peak hour traffic volumes. **Figure 3** illustrates the resulting future morning, afternoon school, and afternoon peak hour traffic volumes.

Turn Lane Warrant Assessments

The need for left and right turn lanes on Airport Boulevard at the proposed right-in/left-in/right-out only development access was evaluated for future conditions post-development using methods outlined in the *National Cooperative Highway Research Program* (NCHRP) *Report 457, Evaluating Intersection Improvements: An Engineering Study Guide*. Future peak hour traffic volumes were compared with the criteria outlined in the *NCHRP Report 457*. Because the analysis criteria in NCHRP Report 457 utilizes traffic volumes for a four-lane roadway maximum, and the existing cross-section of Airport Boulevard is a six-lane median divided roadway, the future traffic volumes were adjusted to best replicate conditions under a four-lane roadway by dividing the traffic volumes by three and multiplying by two. The results of the analyses indicate:

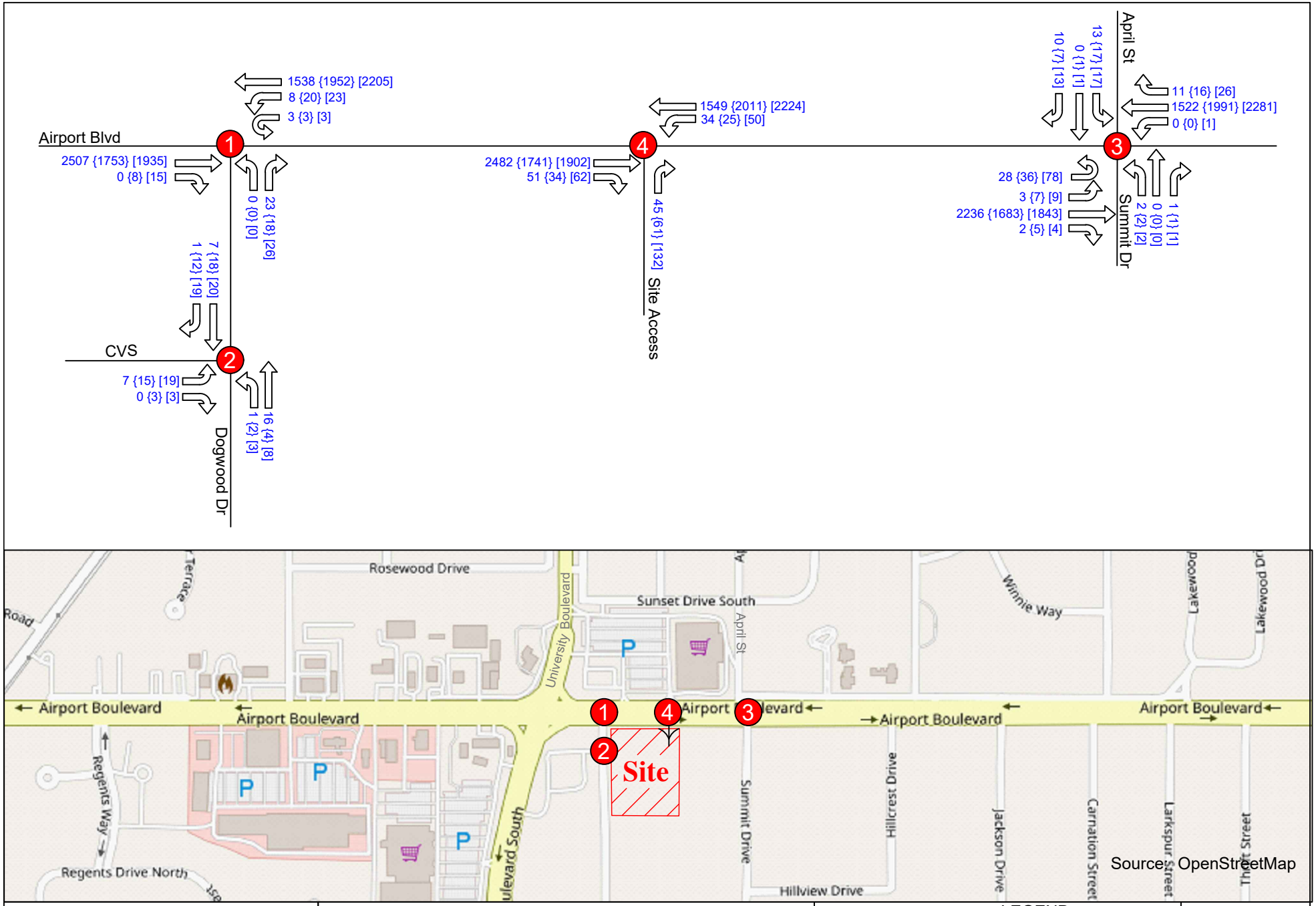
- Future peak hour traffic volumes would be sufficient to meet the warrant criteria for a westbound left-turn lane on Airport Boulevard at the proposed right-in/left-in/right-out only development access; and
- Future peak hour traffic volumes would be sufficient to meet the warrant criteria for an eastbound right-turn lane on Airport Boulevard at the proposed right-in/left-in/right-out only development access.

Turn lane warrant printouts for future post-development conditions are provided in **Appendix D**.

Recommended Geometric and Traffic Control Improvements

To accommodate the proposed development, the following geometric and traffic control improvements are recommended below and are illustrated in **Figure 4**:

- Access to the site is recommended via a right-in/left-in/right-out only driveway on the northeast side of the property;
- An eastbound right turn lane should be constructed on Airport Boulevard at the proposed site access;
- A westbound left turn should be constructed on Airport Boulevard at the proposed site access;
- Advance street name signage for the University Boulevard intersection should be installed on Airport Boulevard in advance of the proposed westbound left turn lane into the site for clarification;
- The site access should be constructed with a two-lane cross section (one entrance lane and one exit lane); and
- The site access should be controlled by a side-street yield condition.



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Figure 3 - Future Peak Hour Volumes
Airport Road Mixed-Use Development
Mobile, Alabama

LEGEND

Site Location

AM {PM School} [PM] Peak Volumes

Study Intersection

Scale: Not to Scale

Date: SEPT. 2023

North



NO.	REVISIONS	DRN	CHK	DATE

SKIPPER CONSULTING INC
3644 Vann Road, Suite 100
Birmingham, Alabama 35235
Telephone: (205)655-8855
Fax: (205)655-8825
www.skipperinc.com

FIGURE 4 - SITE ACCESS CONCEPT

AIRPORT BOULEVARD
MOBILE, ALABAMA

DATE	SCALE
SEPT. 2023	AS SHOWN
SHEET NO.	DRAWN BY
9	CBW
	CHECKED
	JWL
	PROJECT NO.
	1817-008

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Future Intersection Capacity Analysis

Using methods as previously outlined in the *Highway Capacity Manual, latest Edition*, the peak hour capacity and operation of the study intersections were evaluated for the morning, afternoon school, and afternoon peak hours for post development conditions. Capacity analyses of future conditions were conducted assuming the recommended improvements mentioned above and future peak hour traffic volumes as shown in **Figure 3** would be in place. **Table 3** summarizes levels of service for future capacity analysis for the study intersections.

Table 3 – Future Intersection Capacity Analysis

Intersection (traffic control)	Approach	AM Peak Hour	PM School Peak Hour	PM Peak Hour
Airport Boulevard at Dogwood Drive (side-street stop)	EB Airport Boulevard	A	A	A
	WB Airport Boulevard	A	A	A
	NB Dogwood Drive	E	D	D
Dogwood Drive at CVS Access (side-street stop)	EB CVS Access	A	A	A
	NB Dogwood Drive	A	A	A
	SB Dogwood Drive	A	A	A
Airport Boulevard at Summit Drive/April Street (side-street stop)	EB Airport Boulevard	A	A	A
	WB Airport Boulevard	A	A	A
	NB Summit Drive	F	F	F
	SB April Street	F	F	F
Airport Boulevard at Right-in/Left-in/Right-out only (side-street yield)	EB Airport Boulevard	A	A	A
	WB Airport Boulevard	A	A	A
	NB Site Access	F	C	E

As indicated in **Table 3**, each approach of the study intersections would operate with acceptable levels of service during the future peak hours with the exception of the following: Airport Boulevard at Dogwood Drive – the northbound approach during the morning peak hour; and Airport Boulevard at Summit Drive/April Street – the side street approaches during all of the peak hours; and Airport Boulevard at the proposed site access during the morning and afternoon peak hours. It can be typical for side-street approaches intersecting a major principal arterial with heavier traffic volumes during the peak period to experience poorer levels of service under a side-street stop condition. Gaps in traffic on Airport Boulevard created by the adjacent signal to the west at University Boulevard should increase with the signal coordination project that will be installed on Airport Boulevard. Capacity printouts for future conditions are provided in **Appendix E** for reference.

CONCLUSIONS

Based upon the analyses presented in this document, the following conclusions can be stated:

1. A mixed-use development is being proposed for construction in Mobile, Alabama. The proposed site is located on the south side of Airport Boulevard, east of Dogwood Drive. The site currently contains a small number of single-family homes and is planned to contain approximately 14,000 square feet of office space and approximately 10,000 square feet of a drive-in bank/credit union.
2. Access to the site is planned via one access driveway on Airport Boulevard as a right-in/left-in/right-out only driveway on the northeast side of the property.
3. Existing peak hour capacity analyses were conducted for the study intersections. The existing capacity analyses indicate each approach of the study intersections is operating with acceptable levels of service during the existing peak hours with the exception of the following: Airport Boulevard at Dogwood Drive – the northbound approach during the morning peak hour; and Airport Boulevard at Summit Drive/April Street – the side street approaches during all of the peak hours. It can be typical for side-street approaches intersecting a major principal arterial with heavier traffic volumes during the peak period to experience poorer levels of service under a side-street stop condition. Gaps in traffic on Airport Boulevard created by the adjacent signal to the west at University Boulevard should increase with the signal coordination project that will be installed on Airport Boulevard.
4. The proposed mixed-use development is expected to generate approximately 131 trips in the morning peak hour (85 entering and 46 exiting trips), approximately 120 trips in the afternoon school peak hour (59 entering and 61 exiting), and approximately 243 trips in the afternoon peak hour (111 entering and 132 exiting trips).
5. Future peak hour traffic volumes were compared with the criteria of the *NCHRP Report 457* to determine if turn lanes would be warranted on Airport Boulevard at the proposed site access for future conditions. The results of these assessments indicate:
   - Future peak hour traffic volumes would be sufficient to meet the warrant criteria for a westbound left-turn lane on Airport Boulevard at the proposed right-in/left-in/right-out only development access; and
   - Future peak hour traffic volumes would be sufficient to meet the warrant criteria for an eastbound right-turn lane on Airport Boulevard at the proposed right-in/left-in/right-out only development access.
6. To accommodate the proposed development, the following geometric and traffic control improvements are recommended:
   - Access to the site is recommended via a right-in/left-in/right-out only driveway on the northeast side of the property;
   - An eastbound right turn lane should be constructed on Airport Boulevard at the proposed site access;
   - A westbound left turn should be constructed on Airport Boulevard at the proposed site access;
   - Advance street name signage for the University Boulevard intersection should be installed on Airport Boulevard in advance of the proposed westbound left turn lane into the site for clarification;
   - The site access should be constructed with a two-lane cross section (one entrance lane and one exit lane); and
   - The site access should be controlled by a side-street yield condition.

7. Future capacity analyses were conducted for the study intersections assuming roadway improvements, outlined above, and future traffic volumes would be in place. Capacity analyses indicate each approach of the study intersections would operate with acceptable levels of service during the future peak hours with the exception of the following: Airport Boulevard at Dogwood Drive – the northbound approach during the morning peak hour; and Airport Boulevard at Summit Drive/April Street – the side street approaches during all of the peak hours; and Airport Boulevard at the proposed site access during the morning and afternoon peak hours. It can be typical for side-street approaches intersecting a major principal arterial with heavier traffic volumes during the peak period to experience poorer levels of service under a side-street stop condition. Gaps in traffic on Airport Boulevard created by the adjacent signal to the west at University Boulevard should increase with the signal coordination project that will be installed on Airport Boulevard.

The proposed access plan and geometric and traffic control improvements presented in this document would help to provide safe and efficient access for the proposed development and would help reduce the potential traffic impacts of the proposed development.

Appendix A
Preliminary Site Plan

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PLOTTED: Aug 18, 2023 - 12:59 pm



307

SITE PLAN

C-100
sheet 000 of 000

SAAD DEVELOPEMENT
CITY OF MOBILE
MOBILE, AL

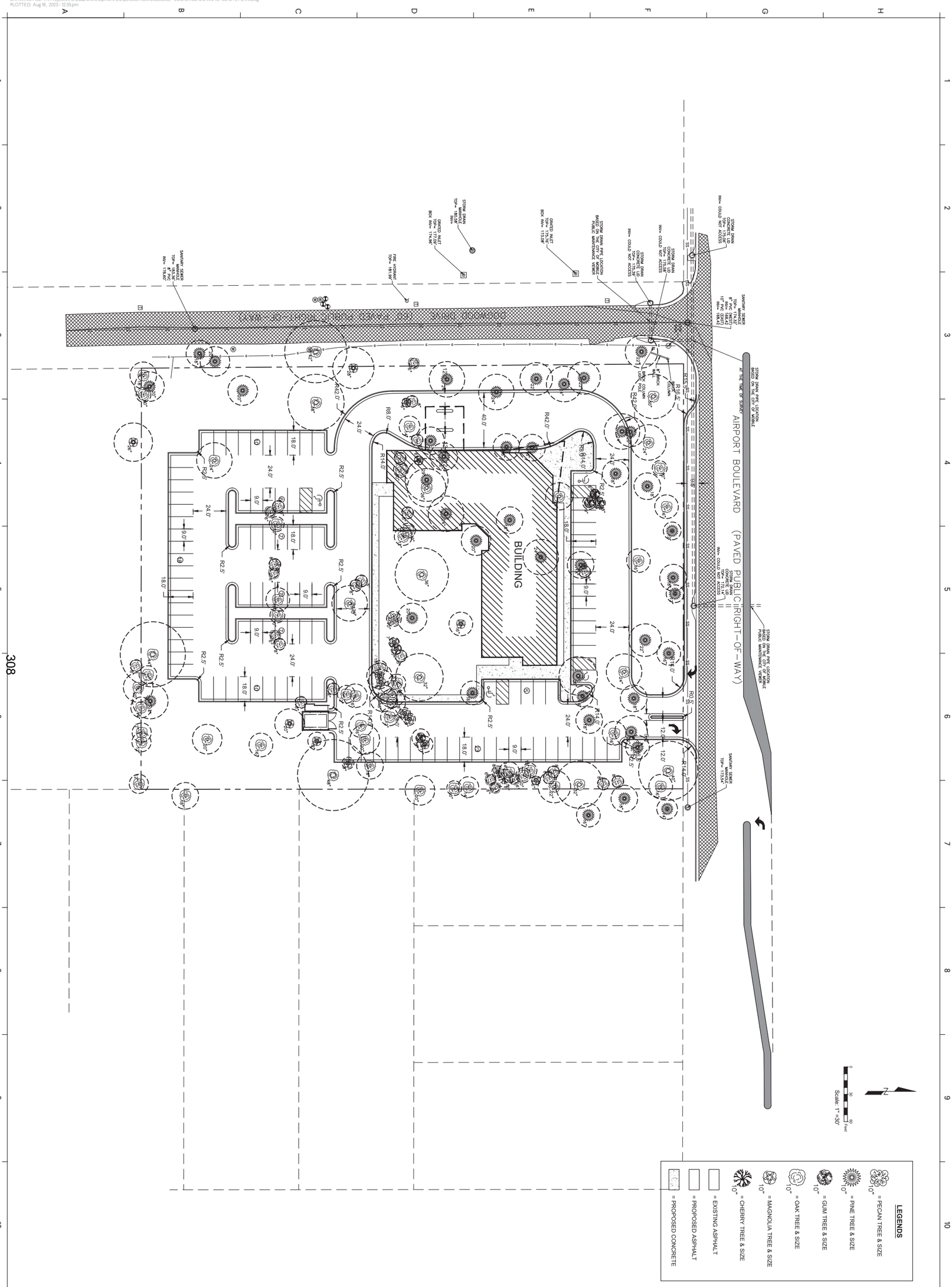
GMC Project #
CMOB230033

ISSUE	DATE
DRAWN BY:	BMS
CHECKED BY:	JWS

2039 Main Street
Daphne, AL 36526
T 251.626.2626
GMCNETWORK.COM

GMC

DRAWING FILE: T:\Projects\AAL\Saad Development Corporation\CMOB230033 - SDC Office\0 DWG\C-100 SITE PLAN.dwg
PLOTTED: Aug 16, 2023 - 12:55 pm



SITE PLAN

C-100
sheet 000 of 000

SAAD DEVELOPEMENT
CITY OF MOBILE
MOBILE, AL

GMC Project #
CMOB230033

ISSUE	DATE
DRAWN BY:	BMS
CHECKED BY:	JWS

2039 Main Street
Daphne, AL 36526
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GMCNETWORK.COM

GMC

Appendix B
Traffic Count Data

TRAFFIC DATA, LLC

PO Box 187
Cullman, AL 35056
205-824-0125

Mobile, AL

File Name : mobile03
Site Code : 00000000
Start Date : 05/16/2023
Page No : 1

Groups Printed- 1 - Unshifted

	AIRPORT BLVD Westbound			DOGWOOD DR Northbound		AIRPORT BLVD Eastbound		
Start Time	Left	Thru	uturn	Left	Right	Thru	Right	Int. Total
02:15 PM	1	430	0	0	5	326	8	770
02:30 PM	4	389	0	0	4	404	4	805
02:45 PM	4	475	2	0	4	445	2	932
Total	9	1294	2	0	13	1175	14	2507
03:00 PM	1	455	0	0	3	382	4	845
03:15 PM	8	578	0	0	5	401	1	993
03:30 PM	7	418	1	0	6	501	1	934
Total	16	1451	1	0	14	1284	6	2772
04:00 PM	2	524	2	0	2	443	2	975
04:15 PM	2	477	1	0	10	444	5	939
04:30 PM	5	503	0	0	5	424	3	940
04:45 PM	1	567	1	0	3	462	2	1036
Total	10	2071	4	0	20	1773	12	3890
05:00 PM	8	540	0	0	11	462	6	1027
05:15 PM	9	538	2	0	7	542	4	1102
05:30 PM	6	526	1	0	6	394	6	939
05:45 PM	4	422	0	0	8	379	5	818
Total	27	2026	3	0	32	1777	21	3886
07:00 AM	1	311	1	0	6	657	0	976
07:15 AM	2	345	0	0	8	670	0	1025
07:30 AM	4	415	1	0	5	584	0	1009
07:45 AM	1	449	1	0	4	555	0	1010
Total	8	1520	3	0	23	2466	0	4020
08:00 AM	5	366	0	0	3	495	0	869
08:15 AM	2	325	0	1	3	470	1	802
08:30 AM	0	331	0	0	8	374	1	714
08:45 AM	1	354	1	0	3	435	5	799
Total	8	1376	1	1	17	1774	7	3184
Grand Total	78	9738	14	1	119	10249	60	20259
Apprch %	0.8	99.1	0.1	0.8	99.2	99.4	0.6	
Total %	0.4	48.1	0.1	0.0	0.6	50.6	0.3	

		AIRPORT BLVD Westbound				DOGWOOD DR Northbound			AIRPORT BLVD Eastbound			
Start Time	App. Total	Left	Thru	uturn	App. Total	Left	Right	App. Total	Thru	Right	App. Total	Int. Total
Peak Hour From 02:15 PM to 05:45 PM - Peak 1 of 1												
Intersection	04:30 PM											
Volume	0	23	2148	3	2174	0	26	26	1890	15	1905	4105
Percent		1.1	98.8	0.1		0.0	100.0		99.2	0.8		
05:15 Volume	0	9	538	2	549	0	7	7	542	4	546	1102
Peak Factor												0.931
High Int.	2:00:00 PM	04:45 PM				05:00 PM			05:15 PM			
Volume	0	1	567	1	569	0	11	11	542	4	546	
Peak Factor					0.955			0.591			0.872	

TRAFFIC DATA, LLC
PO Box 187
Cullman, AL 35056
205-824-0125

File Name : mobile03
Site Code : 00000000
Start Date : 05/16/2023
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		AIRPORT BLVD Westbound				DOGWOOD DR Northbound			AIRPORT BLVD Eastbound			
Start Time	App. Total	Left	Thru	uturn	App. Total	Left	Right	App. Total	Thru	Right	App. Total	Int. Total
Peak Hour From 02:15 PM to 05:45 PM - Peak 1 of 1												
By Approach	02:15 PM	04:45 PM				05:00 PM			04:30 PM			
Volume	0	24	2171	4	2199	0	32	32	1890	15	1905	
Percent		1.1	98.7	0.2		0.0	100.0		99.2	0.8		
High Int.	-	04:45 PM				05:00 PM			05:15 PM			
Volume	-	1	567	1	569	0	11	11	542	4	546	
Peak Factor	-				0.966			0.727			0.872	
Peak Hour From 07:00 AM to 08:45 AM - Peak 1 of 1												
Intersection	07:00 AM											
Volume	0	8	1520	3	1531	0	23	23	2466	0	2466	4020
Percent		0.5	99.3	0.2		0.0	100.0		100.0	0.0		
07:15 Volume	0	2	345	0	347	0	8	8	670	0	670	1025
Peak Factor												0.980
High Int.		07:45 AM				07:15 AM			07:15 AM			
Volume	0	1	449	1	451	0	8	8	670	0	670	
Peak Factor					0.849			0.719			0.920	
Peak Hour From 07:00 AM to 08:45 AM - Peak 1 of 1												
By Approach	07:00 AM	07:15 AM				07:00 AM			07:00 AM			
Volume	0	12	1575	2	1589	0	23	23	2466	0	2466	
Percent		0.8	99.1	0.1		0.0	100.0		100.0	0.0		
High Int.	-	07:45 AM				07:15 AM			07:15 AM			
Volume	-	1	449	1	451	0	8	8	670	0	670	
Peak Factor	-				0.881			0.719			0.920	

TRAFFIC DATA, LLC

PO Box 187
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205-824-0125

Mobile, AL

File Name : mobile01
Site Code : 00000000
Start Date : 05/16/2023
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Groups Printed- Unshifted

	APRIL ST Southbound			AIRPORT BLVD Westbound			SUMMIT DR Northbound			AIRPORT BLVD Eastbound				
Start Time	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	uturn	Int. Total
02:15 PM	0	0	3	1	400	1	1	0	0	1	310	1	0	718
02:30 PM	2	0	2	0	449	4	0	0	0	0	421	1	0	879
02:45 PM	3	0	2	0	440	4	0	0	0	0	423	1	0	873
Total	5	0	7	1	1289	9	1	0	0	1	1154	3	0	2470
03:00 PM	3	0	1	0	491	7	0	0	0	0	376	3	0	881
03:15 PM	3	0	0	0	509	1	2	0	0	3	384	1	1	904
03:30 PM	8	1	4	0	535	4	0	0	1	4	483	0	0	1040
Total	14	1	5	0	1535	12	2	0	1	7	1243	4	1	2825
04:00 PM	0	0	2	0	556	7	0	0	0	2	431	0	2	1000
04:15 PM	1	0	4	0	525	7	1	0	0	4	435	2	2	981
04:30 PM	7	0	5	0	559	9	1	0	0	3	421	0	0	1005
04:45 PM	3	0	2	0	578	6	1	0	0	1	430	0	0	1021
Total	11	0	13	0	2218	29	3	0	0	10	1717	2	4	4007
05:00 PM	4	1	1	0	570	3	0	0	0	2	473	2	1	1057
05:15 PM	3	0	5	1	544	8	0	0	1	3	481	2	0	1048
05:30 PM	0	0	7	0	528	3	1	0	2	1	379	2	0	923
05:45 PM	2	0	4	1	434	5	1	0	0	4	364	1	1	817
Total	9	1	17	2	2076	19	2	0	3	10	1697	7	2	3845
07:00 AM	4	0	1	0	261	1	0	0	1	1	514	0	0	783
07:15 AM	2	0	3	0	356	5	0	0	0	0	617	0	1	984
07:30 AM	2	0	0	0	474	2	2	0	0	0	564	0	1	1045
07:45 AM	5	0	6	0	404	3	0	0	0	2	531	2	1	954
Total	13	0	10	0	1495	11	2	0	1	3	2226	2	3	3766
08:00 AM	2	0	1	0	375	0	1	0	1	0	476	1	1	858
08:15 AM	4	0	2	0	333	1	0	0	2	2	457	0	3	804
08:30 AM	2	0	2	0	335	2	0	0	1	1	374	0	0	717
08:45 AM	1	0	1	0	346	0	0	0	0	6	418	0	2	774
Total	9	0	6	0	1389	3	1	0	4	9	1725	1	6	3153
Grand Total	61	2	58	3	10002	83	11	0	9	40	9762	19	16	20066
Apprch %	50.4	1.7	47.9	0.0	99.1	0.8	55.0	0.0	45.0	0.4	99.2	0.2	0.2	
Total %	0.3	0.0	0.3	0.0	49.8	0.4	0.1	0.0	0.0	0.2	48.6	0.1	0.1	

	APRIL ST Southbound				AIRPORT BLVD Westbound				SUMMIT DR Northbound				AIRPORT BLVD Eastbound					
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	uturn	App. Total	Int. Total
Peak Hour From 02:15 PM to 05:45 PM - Peak 1 of 1																		
Intersection	04:30 PM																	
Volume	17	1	13	31	1	2251	26	2278	2	0	1	3	9	1805	4	1	1819	4131
Percent	54.8	3.2	41.9		0.0	98.8	1.1		66.7	0.0	33.3		0.5	99.2	0.2	0.1		
05:00 Volume	4	1	1	6	0	570	3	573	0	0	0	0	2	473	2	1	478	1057
Peak Factor																		0.977
High Int.	04:30 PM				04:45 PM				04:30 PM				05:15 PM					
Volume	7	0	5	12	0	578	6	584	1	0	0	1	3	481	2	0	486	
Peak Factor				0.646				0.975				0.750					0.936	

TRAFFIC DATA, LLC
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Cullman, AL 35056
205-824-0125

File Name : mobile01
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	APRIL ST Southbound				AIRPORT BLVD Westbound				SUMMIT DR Northbound				AIRPORT BLVD Eastbound					
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	uturn	App. Total	Int. Total
Peak Hour From 02:15 PM to 05:45 PM - Peak 1 of 1																		
By Approach	04:30 PM				04:30 PM				04:45 PM				04:30 PM					
Volume	17	1	13	31	1	2251	26	2278	2	0	3	5	9	1805	4	1	1819	
Percent	54.8	3.2	41.9		0.0	98.8	1.1		40.0	0.0	60.0		0.5	99.2	0.2	0.1		
High Int.	04:30 PM				04:45 PM				05:30 PM				05:15 PM					
Volume	7	0	5	12	0	578	6	584	1	0	2	3	3	481	2	0	486	
Peak Factor				0.646				0.975				0.417					0.936	
Peak Hour From 07:00 AM to 08:45 AM - Peak 1 of 1																		
Intersection	07:15 AM																	
Volume	11	0	10	21	0	1609	10	1619	3	0	1	4	2	2188	3	4	2197	3841
Percent	52.4	0.0	47.6		0.0	99.4	0.6		75.0	0.0	25.0		0.1	99.6	0.1	0.2		
07:30 Volume	2	0	0	2	0	474	2	476	2	0	0	2	0	564	0	1	565	1045
Peak Factor																		0.919
High Int.	07:45 AM				07:30 AM				07:30 AM				07:15 AM					
Volume	5	0	6	11	0	474	2	476	2	0	0	2	0	617	0	1	618	
Peak Factor				0.477				0.850				0.500					0.889	
Peak Hour From 07:00 AM to 08:45 AM - Peak 1 of 1																		
By Approach	07:45 AM				07:15 AM				07:30 AM				07:00 AM					
Volume	13	0	11	24	0	1609	10	1619	3	0	3	6	3	2226	2	3	2234	
Percent	54.2	0.0	45.8		0.0	99.4	0.6		50.0	0.0	50.0		0.1	99.6	0.1	0.1		
High Int.	07:45 AM				07:30 AM				07:30 AM				07:15 AM					
Volume	5	0	6	11	0	474	2	476	2	0	0	2	0	617	0	1	618	
Peak Factor				0.545				0.850				0.750					0.904	

TRAFFIC DATA, LLC

PO Box 187
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205-824-0125

Mobile, AL

File Name : mobile02
Site Code : 00000000
Start Date : 05/16/2023
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Groups Printed- Unshifted

	DOGWOOD DR Southbound		DOGWOOD DR Northbound		CVS ACCESS Eastbound		
Start Time	Thru	Right	Left	Thru	Left	Right	Int. Total
02:15 PM	7	3	1	2	2	0	15
02:30 PM	2	4	0	2	2	0	10
02:45 PM	4	3	0	1	3	0	11
Total	13	10	1	5	7	0	36
03:00 PM	3	3	0	0	3	1	10
03:15 PM	7	2	0	2	3	0	14
03:30 PM	4	4	2	1	6	2	19
Total	14	9	2	3	12	3	43
04:00 PM	2	2	0	2	0	0	6
04:15 PM	3	4	1	1	9	0	18
04:30 PM	5	3	1	1	4	1	15
04:45 PM	1	1	0	0	4	0	6
Total	11	10	2	4	17	1	45
05:00 PM	5	11	1	3	8	1	29
05:15 PM	9	4	1	4	3	1	22
05:30 PM	8	4	0	2	5	2	21
05:45 PM	3	6	0	1	6	0	16
Total	25	25	2	10	22	4	88
07:00 AM	1	0	0	6	0	0	7
07:15 AM	2	0	0	6	0	0	8
07:30 AM	3	0	0	2	0	0	5
07:45 AM	1	1	1	2	7	0	12
Total	7	1	1	16	7	0	32
08:00 AM	3	2	0	2	2	0	9
08:15 AM	1	2	1	2	2	3	11
08:30 AM	0	1	1	1	7	0	10
08:45 AM	1	5	0	2	1	0	9
Total	5	10	2	7	12	3	39
Grand Total	75	65	10	45	77	11	283
Apprch %	53.6	46.4	18.2	81.8	87.5	12.5	
Total %	26.5	23.0	3.5	15.9	27.2	3.9	

	DOGWOOD DR Southbound				DOGWOOD DR Northbound			CVS ACCESS Eastbound			
Start Time	Thru	Right	App. Total	App. Total	Left	Thru	App. Total	Left	Right	App. Total	Int. Total
Peak Hour From 02:15 PM to 05:45 PM - Peak 1 of 1											
Intersection	05:00 PM										
Volume	25	25	50	0	2	10	12	22	4	26	88
Percent	50.0	50.0			16.7	83.3		84.6	15.4		
05:00 Volume	5	11	16	0	1	3	4	8	1	9	29
Peak Factor											0.759
High Int.	05:00 PM			2:00:00 PM	05:15 PM			05:00 PM			
Volume	5	11	16	0	1	4	5	8	1	9	
Peak Factor			0.781				0.600			0.722	

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File Name : mobile02
Site Code : 00000000
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	DOGWOOD DR Southbound				DOGWOOD DR Northbound			CVS ACCESS Eastbound			
Start Time	Thru	Right	App. Total	App. Total	Left	Thru	App. Total	Left	Right	App. Total	Int. Total
Peak Hour From 02:15 PM to 05:45 PM - Peak 1 of 1											
By Approach	05:00 PM			02:15 PM	05:00 PM			04:15 PM			
Volume	25	25	50	0	2	10	12	25	2	27	
Percent	50.0	50.0			16.7	83.3		92.6	7.4		
High Int.	05:00 PM			-	05:15 PM			04:15 PM			
Volume	5	11	16	-	1	4	5	9	0	9	
Peak Factor			0.781	-			0.600			0.750	
Peak Hour From 07:00 AM to 08:45 AM - Peak 1 of 1											
Intersection	07:45 AM										
Volume	5	6	11	0	3	7	10	18	3	21	42
Percent	45.5	54.5			30.0	70.0		85.7	14.3		
07:45 Volume	1	1	2	0	1	2	3	7	0	7	12
Peak Factor											0.875
High Int.	08:00 AM				07:45 AM			07:45 AM			
Volume	3	2	5	0	1	2	3	7	0	7	
Peak Factor			0.550				0.833			0.750	
Peak Hour From 07:00 AM to 08:45 AM - Peak 1 of 1											
By Approach	08:00 AM			07:00 AM	07:00 AM			07:45 AM			
Volume	5	10	15	0	1	16	17	18	3	21	
Percent	33.3	66.7			5.9	94.1		85.7	14.3		
High Int.	08:45 AM			-	07:00 AM			07:45 AM			
Volume	1	5	6	-	0	6	6	7	0	7	
Peak Factor			0.625	-			0.708			0.750	

TRAFFIC DATA, LLC

PO Box 187
Cullman, AL 35056
205-824-0125

Mobile, AL

@ Universty Blvd

File Name : mobile04
Site Code : 00000000
Start Date : 05/16/2023
Page No : 1

Groups Printed- 1 - Unshifted

	AIRPORT BLVD Westbound	
Start Time	Left	Int. Total
02:15 PM	81	81
02:30 PM	90	90
02:45 PM	88	88
Total	259	259
03:00 PM	87	87
03:15 PM	149	149
03:30 PM	84	84
Total	320	320
04:00 PM	120	120
04:15 PM	123	123
04:30 PM	111	111
04:45 PM	152	152
Total	506	506
05:00 PM	107	107
05:15 PM	104	104
05:30 PM	119	119
05:45 PM	100	100
Total	430	430
07:00 AM	32	32
07:15 AM	58	58
07:30 AM	88	88
07:45 AM	92	92
Total	270	270
08:00 AM	72	72
08:15 AM	52	52
08:30 AM	76	76
08:45 AM	55	55
Total	255	255
Grand Total	2040	2040
Apprch %	100.0	
Total %	100.0	

		AIRPORT BLVD Westbound				
Start Time	App. Total	Left	App. Total	App. Total	App. Total	Int. Total
Peak Hour From 02:15 PM to 05:45 PM - Peak 1 of 1						
Intersection	04:00 PM					
Volume	0	506	506	0	0	506
Percent		100.0				
04:45 Volume	0	152	152	0	0	152
Peak Factor						0.832
High Int.	2:00:00 PM	04:45 PM		2:00:00 PM	2:00:00 PM	
Volume	0	152	152			
Peak Factor			0.832			

TRAFFIC DATA, LLC
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Cullman, AL 35056
205-824-0125

File Name : mobile04
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		AIRPORT BLVD Westbound				
Start Time	App. Total	Left	App. Total	App. Total	App. Total	Int. Total
Peak Hour From 02:15 PM to 05:45 PM - Peak 1 of 1						
By Approach	02:15 PM	04:00 PM		02:15 PM	02:15 PM	
Volume	0	506	506	0	0	
Percent		100.0				
High Int.	-	04:45 PM		-	-	
Volume	-	152	152	-	-	
Peak Factor	-		0.832	-	-	
Peak Hour From 07:00 AM to 08:45 AM - Peak 1 of 1						
Intersection	07:15 AM					
Volume	0	310	310	0	0	310
Percent		100.0				
07:45 Volume	0	92	92	0	0	92
Peak Factor						0.842
High Int.		07:45 AM				
Volume	0	92	92			
Peak Factor			0.842			
Peak Hour From 07:00 AM to 08:45 AM - Peak 1 of 1						
By Approach	07:00 AM	07:15 AM		07:00 AM	07:00 AM	
Volume	0	310	310	0	0	
Percent		100.0				
High Int.	-	07:45 AM		-	-	
Volume	-	92	92	-	-	
Peak Factor	-		0.842	-	-	

TRAFFIC DATA, LLC
PO Box 187, Cullman, AL 35056
205-824-0125

Location:: DOGWOOD DR south of AIRPORT BLVD
City, State:: MOBILE, AL
Speed Limit:: 25 mph

Date: 5/16/2023
Tuesday

24 Hour Volume

Begin	SB		NB		Combined	
1:00 PM	6	27	4	8	10	35
1:15 PM	9		0		9	
1:30 PM	7		3		10	
1:45 PM	5		1		6	
2:00 PM	11	24	2	7	13	31
2:15 PM	7		1		8	
2:30 PM	1		2		3	
2:45 PM	5		2		7	
3:00 PM	1	20	0	9	1	29
3:15 PM	9		2		11	
3:30 PM	6		1		7	
3:45 PM	4		6		10	
4:00 PM	2	13	3	7	5	20
4:15 PM	4		2		6	
4:30 PM	5		2		7	
4:45 PM	2		0		2	
5:00 PM	3	28	3	11	6	39
5:15 PM	12		4		16	
5:30 PM	9		2		11	
5:45 PM	4		2		6	
6:00 PM	3	10	2	5	5	15
6:15 PM	2		0		2	
6:30 PM	1		1		2	
6:45 PM	4		2		6	
7:00 PM	2	10	2	4	4	14
7:15 PM	3		0		3	
7:30 PM	3		1		4	
7:45 PM	2		1		3	
8:00 PM	4	10	1	5	5	15
8:15 PM	3		0		3	
8:30 PM	3		3		6	
8:45 PM	0		1		1	
9:00 PM	1	5	0	2	1	7
9:15 PM	3		1		4	
9:30 PM	1		0		1	
9:45 PM	0		1		1	
10:00 PM	2	7	0	0	2	7
10:15 PM	1		0		1	
10:30 PM	1		0		1	
10:45 PM	3		0		3	
11:00 PM	0	2	1	1	1	3
11:15 PM	0		0		0	
11:30 PM	2		0		2	
11:45 PM	0		0		0	
5/17/2023 12:00 AM	3	3	0	0	3	3
12:15 AM	0		0		0	
12:30 AM	0		0		0	
12:45 AM	0		0		0	

Begin	SB		NB		Combined	
1:00 AM	0	1	0	0	0	1
1:15 AM	0		0		0	
1:30 AM	1		0		1	
1:45 AM	0		0		0	
2:00 AM	1	1	0	0	1	1
2:15 AM	0		0		0	
2:30 AM	0		0		0	
2:45 AM	0		0		0	
3:00 AM	0	0	0	0	0	0
3:15 AM	0		0		0	
3:30 AM	0		0		0	
3:45 AM	0		0		0	
4:00 AM	0	0	0	0	0	0
4:15 AM	0		0		0	
4:30 AM	0		0		0	
4:45 AM	0		0		0	
5:00 AM	0	1	1	4	1	5
5:15 AM	1		2		3	
5:30 AM	0		1		1	
5:45 AM	0		0		0	
6:00 AM	0	5	1	10	1	15
6:15 AM	1		0		1	
6:30 AM	0		4		4	
6:45 AM	4		5		9	
7:00 AM	1	7	6	17	7	24
7:15 AM	2		7		9	
7:30 AM	3		2		5	
7:45 AM	1		2		3	
8:00 AM	3	8	2	8	5	16
8:15 AM	4		2		6	
8:30 AM	0		3		3	
8:45 AM	1		1		2	
9:00 AM	2	7	1	3	3	10
9:15 AM	2		0		2	
9:30 AM	1		1		2	
9:45 AM	2		1		3	
10:00 AM	3	13	2	5	5	18
10:15 AM	3		0		3	
10:30 AM	2		1		3	
10:45 AM	5		2		7	
11:00 AM	0	18	2	9	2	27
11:15 AM	3		3		6	
11:30 AM	6		3		9	
11:45 AM	9		1		10	
12:00 PM	6	14	2	8	8	22
12:15 PM	1		1		2	
12:30 PM	2		2		4	
12:45 PM	5		3		8	

	SB	NB	Combined
24 Hour Volume	234 (65.5%)	123 (34.5%)	357

12:00 AM - 12:00 PM

	SB	NB	Combined
Count	64	56	120
	53.3 %	46.7 %	
Peak Hour	11:00 AM	6:30 AM	6:45 AM
Volume	18	22	30
Factor	0.50	0.79	0.83

12:00 PM - 12:00 AM

SB	NB	Combined
170	67	237
71.7 %	28.3 %	
1:15 PM	3:45 PM	5:00 PM
32	13	39
0.73	0.54	0.61

TRAFFIC DATA, LLC
PO Box 187, Cullman, AL 35056
205-824-0125

Location:: DOGWOOD DR south of AIRPORT BLVD
City, State:: MOBILE, AL
Speed Limit:: 25 mph

Date: 5/16/2023
Tuesday

24 Hour Speed
Combined Channels

mph	Total	0 - < 15	15 - < 20	20 - < 25	25 - < 30	30 - < 35	35 - < 40	40 - < 45	45 - < 50	50 - < 55	55 - < 60	60 - < 65	65 - < 70	70 - < 200
1:00 PM	35	5	11	8	8	3	0	0	0	0	0	0	0	0
2:00 PM	31	6	8	13	2	1	1	0	0	0	0	0	0	0
3:00 PM	29	8	4	7	8	2	0	0	0	0	0	0	0	0
4:00 PM	20	3	5	6	6	0	0	0	0	0	0	0	0	0
5:00 PM	39	6	6	12	10	4	1	0	0	0	0	0	0	0
6:00 PM	15	2	2	7	2	2	0	0	0	0	0	0	0	0
7:00 PM	14	2	3	6	1	2	0	0	0	0	0	0	0	0
8:00 PM	15	1	2	9	2	1	0	0	0	0	0	0	0	0
9:00 PM	7	0	2	3	2	0	0	0	0	0	0	0	0	0
10:00 PM	7	0	0	4	2	1	0	0	0	0	0	0	0	0
11:00 PM	3	0	1	1	1	0	0	0	0	0	0	0	0	0
5/17/2023														
12:00 AM	3	0	0	3	0	0	0	0	0	0	0	0	0	0
1:00 AM	1	0	0	0	1	0	0	0	0	0	0	0	0	0
2:00 AM	1	0	0	0	1	0	0	0	0	0	0	0	0	0
3:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 AM	5	0	1	3	0	1	0	0	0	0	0	0	0	0
6:00 AM	15	1	4	1	5	4	0	0	0	0	0	0	0	0
7:00 AM	24	1	0	8	11	4	0	0	0	0	0	0	0	0
8:00 AM	16	6	2	4	4	0	0	0	0	0	0	0	0	0
9:00 AM	10	1	2	3	2	2	0	0	0	0	0	0	0	0
10:00 AM	18	5	1	6	5	1	0	0	0	0	0	0	0	0
11:00 AM	27	5	3	8	10	1	0	0	0	0	0	0	0	0
12:00 PM	22	6	4	6	4	2	0	0	0	0	0	0	0	0
Total	357	58	61	118	87	31	2	0	0	0	0	0	0	0
%		16.2	17.1	33.1	24.4	8.7	0.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Percentile Speeds	10 %	15 %	50 %	85 %	90 %
(mph)	13.4	14.6	22.6	28.6	29.8

10 mph Pace Speed 19.3 - 29.3
Number in Pace 211 (59.1 %)

Average 22.1 mph
Minimum 5.2 mph
Maximum 39.2 mph

Speeds Exceeded	15 mph	25 mph	35 mph
	83.8 %	33.6 %	0.6 %
Count	299	120	2

Appendix C
Existing Capacity Analyses Printouts

Intersection Level Of Service Report
Intersection 2: Dogwood Dr @ Airport Blvd

Control Type:	Two-way stop	Delay (sec / veh):	69.6
Analysis Method:	HCM 7th Edition	Level Of Service:	F
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.161

Intersection Setup

Name	Dogwood Dr		Airport Blvd		Airport Blvd		
Approach	Northbound		Eastbound		Westbound		
Lane Configuration							
Turning Movement	Left	Right	Thru	Right	U-turn	Left	Thru
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	0	2	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	200.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	25.00		45.00		45.00		
Grade [%]	0.00		0.00		0.00		
Crosswalk	No		No		No		

Volumes

Name	Dogwood Dr		Airport Blvd		Airport Blvd		
Base Volume Input [veh/h]	0	23	2466	0	3	8	1520
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	4.00	2.00	2.00	2.00	4.00
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	0	23	2466	0	3	8	1520
Peak Hour Factor	0.7200	0.7200	0.9200	0.9200	0.8500	0.8500	0.8500
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	0	8	670	0	1	2	447
Total Analysis Volume [veh/h]	0	32	2680	0	4	9	1788
Pedestrian Volume [ped/h]	0		0		0		

Intersection Settings

Priority Scheme	Stop		Free		Free		
Flared Lane	No						
Storage Area [veh]	0		0		0		
Two-Stage Gap Acceptance	No						
Number of Storage Spaces in Median	0		0		0		

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.00	0.26	0.03	0.00	0.04	0.16	0.02
d_M, Delay for Movement [s/veh]	331.93	44.52	0.00	0.00	43.28	69.56	0.00
Movement LOS	F	E	A	A	E	F	A
95th-Percentile Queue Length [veh/ln]	0.98	0.98	0.00	0.00	0.02	0.02	0.00
95th-Percentile Queue Length [ft/ln]	24.43	24.43	0.00	0.00	0.55	0.55	0.11
d_A, Approach Delay [s/veh]	44.52		0.00		0.44		
Approach LOS	E		A		A		
d_I, Intersection Delay [s/veh]	0.49						
Intersection LOS	F						

Intersection Level Of Service Report
Intersection 3: CVS Access at Dogwood Dr

Control Type:	Two-way stop	Delay (sec / veh):	8.8
Analysis Method:	HCM 7th Edition	Level Of Service:	A
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.029

Intersection Setup

Name	Dogwood Dr		Dogwood Dr		CVS	
Approach	Northbound		Southbound		Eastbound	
Lane Configuration						
Turning Movement	Left	Thru	Thru	Right	Left	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	0	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	25.00		25.00		30.00	
Grade [%]	0.00		0.00		0.00	
Crosswalk	No		No		No	

Volumes

Name	Dogwood Dr		Dogwood Dr		CVS	
Base Volume Input [veh/h]	1	16	7	1	7	0
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0
Total Hourly Volume [veh/h]	1	16	7	1	7	0
Peak Hour Factor	0.7100	0.7100	0.6700	0.6700	0.2500	0.2500
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	0	6	3	0	7	0
Total Analysis Volume [veh/h]	1	23	10	1	28	0
Pedestrian Volume [ped/h]	0		0		0	

Intersection Settings

Priority Scheme	Free	Free	Stop
Flared Lane			No
Storage Area [veh]	0	0	0
Two-Stage Gap Acceptance			No
Number of Storage Spaces in Median	0	0	0

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.00	0.00	0.00	0.00	0.03	0.00
d_M, Delay for Movement [s/veh]	7.24	0.00	0.00	0.00	8.79	8.47
Movement LOS	A	A	A	A	A	A
95th-Percentile Queue Length [veh/ln]	0.00	0.00	0.00	0.00	0.09	0.09
95th-Percentile Queue Length [ft/ln]	0.04	0.04	0.00	0.00	2.21	2.21
d_A, Approach Delay [s/veh]	0.30		0.00		8.79	
Approach LOS	A		A		A	
d_I, Intersection Delay [s/veh]	4.02					
Intersection LOS	A					

Intersection Level Of Service Report
Intersection 4: Airport Blvd @ Summit Dr/April St

Control Type:	Two-way stop	Delay (sec / veh):	720.2
Analysis Method:	HCM 7th Edition	Level Of Service:	F
Analysis Period:	15 minutes	Volume to Capacity (v/c):	1.557

Intersection Setup

Name	Summit Dr			April St			Airport Blvd				Airport Blvd		
Approach	Northbound			Southbound			Eastbound				Westbound		
Lane Configuration													
Turning Movement	Left	Thru	Right	Left	Thru	Right	U-tu	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	0	0	0	1	0	0	0	1	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00	50.00	100.0	100.0	100.0	50.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	25.00			25.00			45.00				45.00		
Grade [%]	0.00			0.00			0.00				0.00		
Crosswalk	No			No			No				No		

Volumes

Name	Summit Dr			April St			Airport Blvd				Airport Blvd		
Base Volume Input [veh/h]	2	0	1	13	0	10	3	3	2226	2	0	1495	11
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.000	1.000	1.000	1.000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	4.00	2.00	2.00	4.00	2.00
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.000	1.000	1.000	1.000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	2	0	1	13	0	10	3	3	2226	2	0	1495	11
Peak Hour Factor	0.3800	0.3800	0.3800	0.5200	0.5200	0.5200	0.900	0.900	0.900	0.900	0.7900	0.7900	0.7900
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.000	1.000	1.000	1.000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	1	0	1	6	0	5	1	1	618	1	0	473	3
Total Analysis Volume [veh/h]	5	0	3	25	0	19	3	3	2473	2	0	1892	14
Pedestrian Volume [ped/h]	0			0			0				0		

Intersection Settings

Priority Scheme	Stop	Stop	Free	Free
Flared Lane	No	No		
Storage Area [veh]	0	0	0	0
Two-Stage Gap Acceptance	No	No		
Number of Storage Spaces in Median	0	0	0	0

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.56	0.00	0.02	1.56	0.00	0.09	0.01	0.02	0.02	0.00	0.00	0.02	0.00
d_M, Delay for Movement [s/veh]	589.45	2644.50	212.61	720.19	2929.54	512.17	20.52	31.51	0.00	0.00	55.47	0.00	0.00
Movement LOS	F	F	F	F	F	F	C	D	A	A	F	A	A
95th-Percentile Queue Length [veh/ln]	1.41	1.41	1.41	5.28	5.28	5.28	0.10	0.10	0.00	0.00	0.00	0.00	0.00
95th-Percentile Queue Length [ft/ln]	35.16	35.16	35.16	131.93	131.93	131.93	2.61	2.61	0.00	0.00	0.00	0.00	0.00
d_A, Approach Delay [s/veh]	448.14			630.36			0.06				0.00		
Approach LOS	F			F			A				A		
d_I, Intersection Delay [s/veh]	7.09												
Intersection LOS	F												

Intersection Level Of Service Report
Intersection 2: Dogwood Dr @ Airport Blvd

Control Type:	Two-way stop	Delay (sec / veh):	33.7
Analysis Method:	HCM 7th Edition	Level Of Service:	D
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.191

Intersection Setup

Name	Dogwood Dr		Airport Blvd		Airport Blvd		
Approach	Northbound		Eastbound		Westbound		
Lane Configuration							
Turning Movement	Left	Right	Thru	Right	U-turn	Left	Thru
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	0	2	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	200.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	25.00		45.00		45.00		
Grade [%]	0.00		0.00		0.00		
Crosswalk	No		No		No		

Volumes

Name	Dogwood Dr		Airport Blvd		Airport Blvd		
Base Volume Input [veh/h]	0	18	1729	8	3	20	1926
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	4.00	2.00	2.00	2.00	4.00
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	0	18	1729	8	3	20	1926
Peak Hour Factor	0.7500	0.7500	0.8700	0.8700	0.8300	0.8300	0.8300
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	0	6	497	2	1	6	580
Total Analysis Volume [veh/h]	0	24	1987	9	4	24	2320
Pedestrian Volume [ped/h]	0		0		0		

Intersection Settings

Priority Scheme	Stop	Free	Free
Flared Lane	No		
Storage Area [veh]	0	0	0
Two-Stage Gap Acceptance	No		
Number of Storage Spaces in Median	0	0	0

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.00	0.12	0.02	0.00	0.02	0.19	0.02
d_M, Delay for Movement [s/veh]	191.10	24.55	0.00	0.00	21.71	33.69	0.00
Movement LOS	F	C	A	A	C	D	A
95th-Percentile Queue Length [veh/ln]	0.38	0.38	0.00	0.00	0.05	0.05	0.01
95th-Percentile Queue Length [ft/ln]	9.62	9.62	0.00	0.00	1.18	1.18	0.24
d_A, Approach Delay [s/veh]	24.55		0.00		0.38		
Approach LOS	C		A		A		
d_I, Intersection Delay [s/veh]	0.34						
Intersection LOS	D						

Intersection Level Of Service Report
Intersection 3: CVS Access at Dogwood Dr

Control Type:	Two-way stop	Delay (sec / veh):	8.8
Analysis Method:	HCM 7th Edition	Level Of Service:	A
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.018

Intersection Setup

Name	Dogwood Dr		Dogwood Dr		CVS	
Approach	Northbound		Southbound		Eastbound	
Lane Configuration						
Turning Movement	Left	Thru	Thru	Right	Left	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	0	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	25.00		25.00		30.00	
Grade [%]	0.00		0.00		0.00	
Crosswalk	No		No		No	

Volumes

Name	Dogwood Dr		Dogwood Dr		CVS	
Base Volume Input [veh/h]	2	4	18	12	15	3
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0
Total Hourly Volume [veh/h]	2	4	18	12	15	3
Peak Hour Factor	0.5000	0.5000	0.8300	0.8300	0.9000	0.9000
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	1	2	5	4	4	1
Total Analysis Volume [veh/h]	4	8	22	14	17	3
Pedestrian Volume [ped/h]	0		0		0	

Intersection Settings

Priority Scheme	Free	Free	Stop
Flared Lane			No
Storage Area [veh]	0	0	0
Two-Stage Gap Acceptance			No
Number of Storage Spaces in Median	0	0	0

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.00	0.00	0.00	0.00	0.02	0.00
d_M, Delay for Movement [s/veh]	7.29	0.00	0.00	0.00	8.82	8.52
Movement LOS	A	A	A	A	A	A
95th-Percentile Queue Length [veh/ln]	0.01	0.01	0.00	0.00	0.06	0.06
95th-Percentile Queue Length [ft/ln]	0.17	0.17	0.00	0.00	1.57	1.57
d_A, Approach Delay [s/veh]	2.43		0.00		8.77	
Approach LOS	A		A		A	
d_I, Intersection Delay [s/veh]	3.01					
Intersection LOS	A					

Intersection Level Of Service Report
Intersection 4: Airport Blvd @ Summit Dr/April St

Control Type:	Two-way stop	Delay (sec / veh):	5,392.2
Analysis Method:	HCM 7th Edition	Level Of Service:	F
Analysis Period:	15 minutes	Volume to Capacity (v/c):	3.931

Intersection Setup

Name	Summit Dr			April St			Airport Blvd				Airport Blvd		
Approach	Northbound			Southbound			Eastbound				Westbound		
Lane Configuration													
Turning Movement	Left	Thru	Right	Left	Thru	Right	U-tu	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	0	0	0	1	0	0	0	1	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00	50.00	100.0	100.0	100.0	50.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	25.00			25.00			45.00				45.00		
Grade [%]	0.00			0.00			0.00				0.00		
Crosswalk	No			No			No				No		

Volumes

Name	Summit Dr			April St			Airport Blvd				Airport Blvd		
Base Volume Input [veh/h]	2	0	1	17	1	7	1	7	1666	5	0	1975	16
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.000	1.000	1.000	1.000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	4.00	2.00	2.00	4.00	2.00
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.000	1.000	1.000	1.000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	2	0	1	17	1	7	1	7	1666	5	0	1975	16
Peak Hour Factor	0.3800	0.3800	0.3800	0.4800	0.4800	0.4800	0.860	0.860	0.860	0.860	0.9200	0.9200	0.9200
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.000	1.000	1.000	1.000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	1	0	1	9	1	4	0	2	484	1	0	537	4
Total Analysis Volume [veh/h]	5	0	3	35	2	15	1	8	1937	6	0	2147	17
Pedestrian Volume [ped/h]	0			0			0				0		

Intersection Settings

Priority Scheme	Stop	Stop	Free	Free
Flared Lane	No	No		
Storage Area [veh]	0	0	0	0
Two-Stage Gap Acceptance	No	No		
Number of Storage Spaces in Median	0	0	0	0

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	3.93	0.00	0.01	2.45	0.93	0.08	0.01	0.08	0.02	0.00	0.00	0.02	0.00
d_M, Delay for Movement [s/veh]	5392.22	4245.96	2578.76	1633.83	3051.12	1401.61	26.81	42.87	0.00	0.00	31.94	0.00	0.00
Movement LOS	F	F	F	F	F	F	D	E	A	A	D	A	A
95th-Percentile Queue Length [veh/ln]	2.15	2.15	2.15	7.29	7.29	7.29	0.27	0.27	0.00	0.00	0.00	0.00	0.00
95th-Percentile Queue Length [ft/ln]	53.63	53.63	53.63	182.35	182.35	182.35	6.63	6.63	0.00	0.00	0.00	0.00	0.00
d_A, Approach Delay [s/veh]	4337.18			1621.35			0.19				0.00		
Approach LOS	F			F			A				A		
d_I, Intersection Delay [s/veh]	28.59												
Intersection LOS	F												

Intersection Level Of Service Report
Intersection 2: Dogwood Dr @ Airport Blvd

Control Type:	Two-way stop	Delay (sec / veh):	41.0
Analysis Method:	HCM 7th Edition	Level Of Service:	E
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.240

Intersection Setup

Name	Dogwood Dr		Airport Blvd		Airport Blvd		
Approach	Northbound		Eastbound		Westbound		
Lane Configuration							
Turning Movement	Left	Right	Thru	Right	U-turn	Left	Thru
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	0	2	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	200.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	25.00		45.00		45.00		
Grade [%]	0.00		0.00		0.00		
Crosswalk	No		No		No		

Volumes

Name	Dogwood Dr		Airport Blvd		Airport Blvd		
Base Volume Input [veh/h]	0	26	1890	15	3	23	2148
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	4.00	2.00	2.00	2.00	4.00
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	0	26	1890	15	3	23	2148
Peak Hour Factor	0.5900	0.5900	0.8700	0.8700	0.9600	0.9600	0.9600
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	0	11	543	4	1	6	559
Total Analysis Volume [veh/h]	0	44	2172	17	3	24	2238
Pedestrian Volume [ped/h]	0		0		0		

Intersection Settings

Priority Scheme	Stop	Free	Free
Flared Lane	No		
Storage Area [veh]	0	0	0
Two-Stage Gap Acceptance	No		
Number of Storage Spaces in Median	0	0	0

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.00	0.25	0.02	0.00	0.02	0.24	0.02
d_M, Delay for Movement [s/veh]	257.04	31.48	0.00	0.00	28.49	40.98	0.00
Movement LOS	F	D	A	A	D	E	A
95th-Percentile Queue Length [veh/ln]	0.92	0.92	0.00	0.00	0.05	0.05	0.01
95th-Percentile Queue Length [ft/ln]	23.12	23.12	0.00	0.00	1.14	1.14	0.23
d_A, Approach Delay [s/veh]	31.48		0.00		0.47		
Approach LOS	D		A		A		
d_I, Intersection Delay [s/veh]	0.55						
Intersection LOS	E						

Intersection Level Of Service Report
Intersection 3: CVS Access at Dogwood Dr

Control Type:	Two-way stop	Delay (sec / veh):	9.0
Analysis Method:	HCM 7th Edition	Level Of Service:	A
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.020

Intersection Setup

Name	Dogwood Dr		Dogwood Dr		CVS	
Approach	Northbound		Southbound		Eastbound	
Lane Configuration						
Turning Movement	Left	Thru	Thru	Right	Left	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	0	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	25.00		25.00		30.00	
Grade [%]	0.00		0.00		0.00	
Crosswalk	No		No		No	

Volumes

Name	Dogwood Dr		Dogwood Dr		CVS	
Base Volume Input [veh/h]	3	8	20	19	19	3
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0
Total Hourly Volume [veh/h]	3	8	20	19	19	3
Peak Hour Factor	0.5500	0.5500	0.6100	0.6100	1.0000	1.0000
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	1	4	8	8	5	1
Total Analysis Volume [veh/h]	5	15	33	31	19	3
Pedestrian Volume [ped/h]	0		0		0	

Intersection Settings

Priority Scheme	Free	Free	Stop
Flared Lane			No
Storage Area [veh]	0	0	0
Two-Stage Gap Acceptance			No
Number of Storage Spaces in Median	0	0	0

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.00	0.00	0.00	0.00	0.02	0.00
d_M, Delay for Movement [s/veh]	7.35	0.00	0.00	0.00	8.97	8.62
Movement LOS	A	A	A	A	A	A
95th-Percentile Queue Length [veh/ln]	0.01	0.01	0.00	0.00	0.07	0.07
95th-Percentile Queue Length [ft/ln]	0.21	0.21	0.00	0.00	1.80	1.80
d_A, Approach Delay [s/veh]	1.84		0.00		8.93	
Approach LOS	A		A		A	
d_I, Intersection Delay [s/veh]	2.20					
Intersection LOS	A					

Intersection Level Of Service Report
Intersection 4: Airport Blvd @ Summit Dr/April St

Control Type:	Two-way stop	Delay (sec / veh):	3,750.0
Analysis Method:	HCM 7th Edition	Level Of Service:	F
Analysis Period:	15 minutes	Volume to Capacity (v/c):	1.224

Intersection Setup

Name	Summit Dr			April St			Airport Blvd				Airport Blvd		
Approach	Northbound			Southbound			Eastbound				Westbound		
Lane Configuration													
Turning Movement	Left	Thru	Right	Left	Thru	Right	U-tu	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	0	0	0	1	0	0	0	1	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00	50.00	100.0	100.0	100.0	50.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	25.00			25.00			45.00				45.00		
Grade [%]	0.00			0.00			0.00				0.00		
Crosswalk	No			No			No				No		

Volumes

Name	Summit Dr			April St			Airport Blvd				Airport Blvd		
Base Volume Input [veh/h]	2	0	1	17	1	13	1	9	1805	4	1	2251	26
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.000	1.000	1.000	1.000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	4.00	2.00	2.00	4.00	2.00
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.000	1.000	1.000	1.000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	2	0	1	17	1	13	1	9	1805	4	1	2251	26
Peak Hour Factor	0.7500	0.7500	0.7500	0.6500	0.6500	0.6500	0.940	0.940	0.940	0.940	0.9800	0.9800	0.9800
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.000	1.000	1.000	1.000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	1	0	0	7	0	5	0	2	480	1	0	574	7
Total Analysis Volume [veh/h]	3	0	1	26	2	20	1	10	1920	4	1	2297	27
Pedestrian Volume [ped/h]	0			0			0				0		

Intersection Settings

Priority Scheme	Stop	Stop	Free	Free
Flared Lane	No	No		
Storage Area [veh]	0	0	0	0
Two-Stage Gap Acceptance	No	No		
Number of Storage Spaces in Median	0	0	0	0

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.03	0.00	0.00	2.39	1.22	0.12	0.01	0.12	0.02	0.00	0.01	0.02	0.00
d_M, Delay for Movement [s/veh]	40.13	2250.68	22.38	1877.59	3749.99	1568.32	33.59	52.79	0.00	0.00	31.54	0.00	0.00
Movement LOS	E	F	C	F	F	F	D	F	A	A	D	A	A
95th-Percentile Queue Length [veh/ln]	0.10	0.10	0.10	6.98	6.98	6.98	0.41	0.41	0.00	0.00	0.02	0.00	0.00
95th-Percentile Queue Length [ft/ln]	2.54	2.54	2.54	174.42	174.42	174.42	10.15	10.15	0.00	0.00	0.55	0.00	0.00
d_A, Approach Delay [s/veh]	35.70			1826.75			0.29				0.01		
Approach LOS	E			F			A				A		
d_I, Intersection Delay [s/veh]	20.51												
Intersection LOS	F												

Appendix D
Future Turn Lane Warrant Worksheets

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

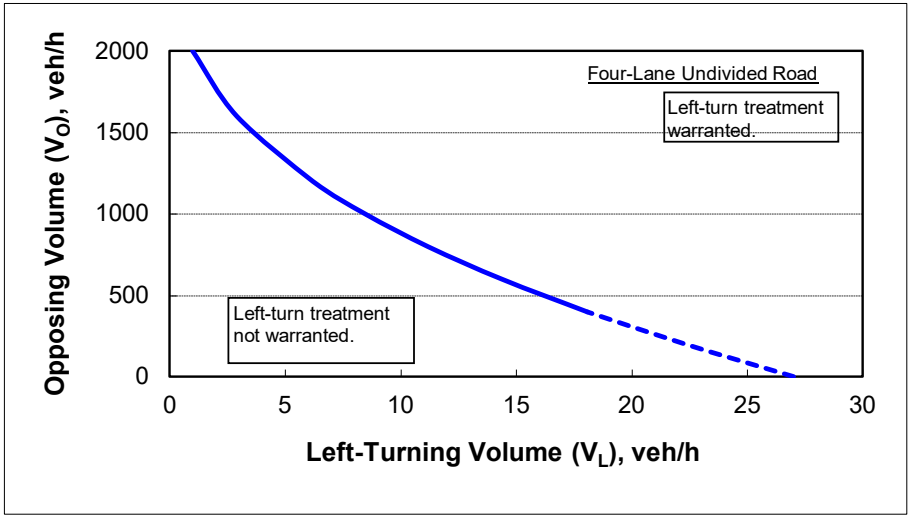
4-lane roadway

INPUT

Variable	Value
Left-turning volume (V_L), veh/h:	34
Advancing volume (V_A), veh/h:	1067
Opposing volume (V_O), veh/h:	1706

OUTPUT

Variable	Message
Opposing volume (Vo) check:	O.K.
Combined volume (V_A and V_O) check:	O.K.
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment warranted.	



Note: When V_O < 400 veh/h (dashed line), a left-turn lane is not normally warranted unless the advancing volume (V_A) in the same direction as the left-turning traffic exceeds 400 veh/h (V_A > 400 veh/h).

CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	4.0
Critical headway, s:	6.0

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

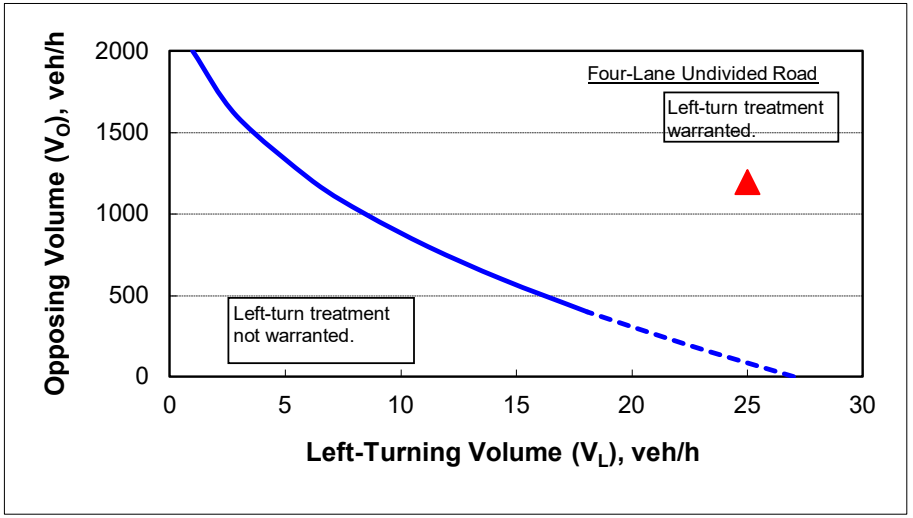
4-lane roadway

INPUT

Variable	Value
Left-turning volume (V_L), veh/h:	25
Advancing volume (V_A), veh/h:	1366
Opposing volume (V_O), veh/h:	1194

OUTPUT

Variable	Message
Opposing volume (Vo) check:	O.K.
Combined volume (V_A and V_O) check:	O.K.
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment warranted.	



Note: When V_O < 400 veh/h (dashed line), a left-turn lane is not normally warranted unless the advancing volume (V_A) in the same direction as the left-turning traffic exceeds 400 veh/h (V_A > 400 veh/h).

CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	4.0
Critical headway, s:	6.0

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

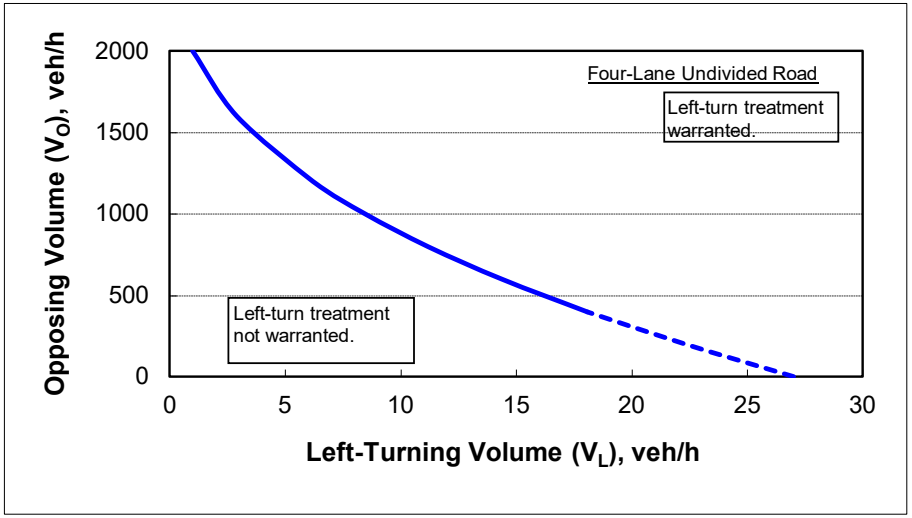
4-lane roadway

INPUT

Variable	Value
Left-turning volume (V_L), veh/h:	50
Advancing volume (V_A), veh/h:	1599
Opposing volume (V_O), veh/h:	1330

OUTPUT

Variable	Message
Opposing volume (Vo) check:	O.K.
Combined volume (V_A and V_O) check:	O.K.
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment warranted.	



Note: When V_O < 400 veh/h (dashed line), a left-turn lane is not normally warranted unless the advancing volume (V_A) in the same direction as the left-turning traffic exceeds 400 veh/h (V_A > 400 veh/h).

CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	4.0
Critical headway, s:	6.0

Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	4-lane roadway

Variable	Value
Major-road speed, mph:	45
Major-road volume (one direction), veh/h:	1706
Right-turn volume, veh/h:	51

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	12
Guidance for determining the need for a major-road right-turn bay for a 4-lane roadway:	
Add right-turn bay.	

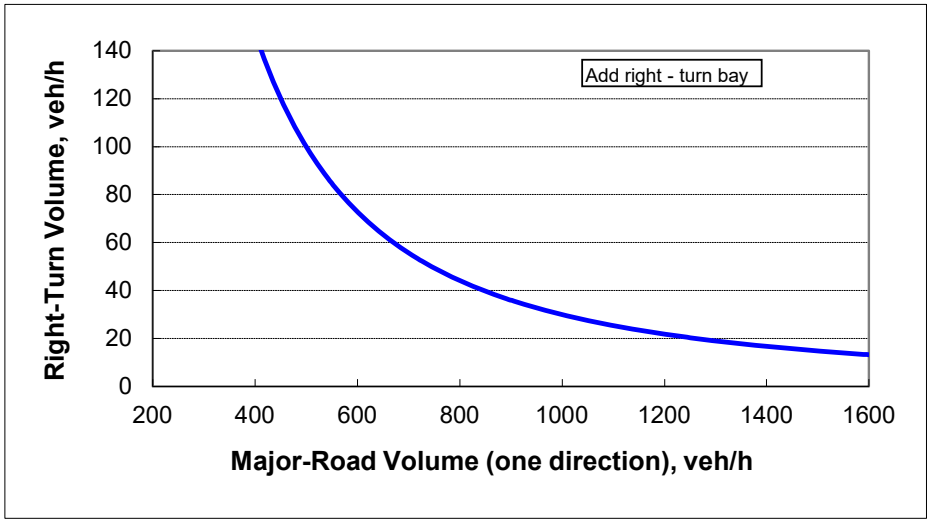


Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	4-lane roadway

Variable	Value
Major-road speed, mph:	45
Major-road volume (one direction), veh/h:	1194
Right-turn volume, veh/h:	33

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	22
Guidance for determining the need for a major-road right-turn bay for a 4-lane roadway:	
Add right-turn bay.	

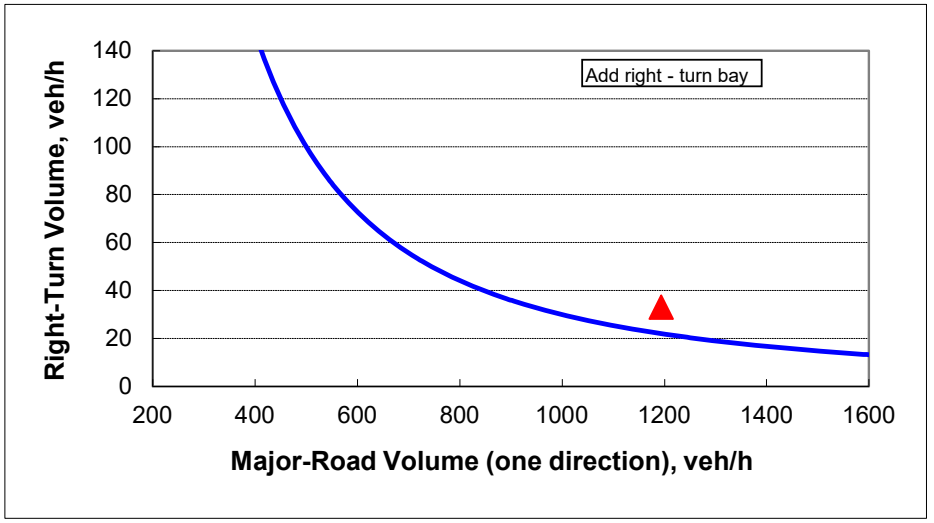


Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

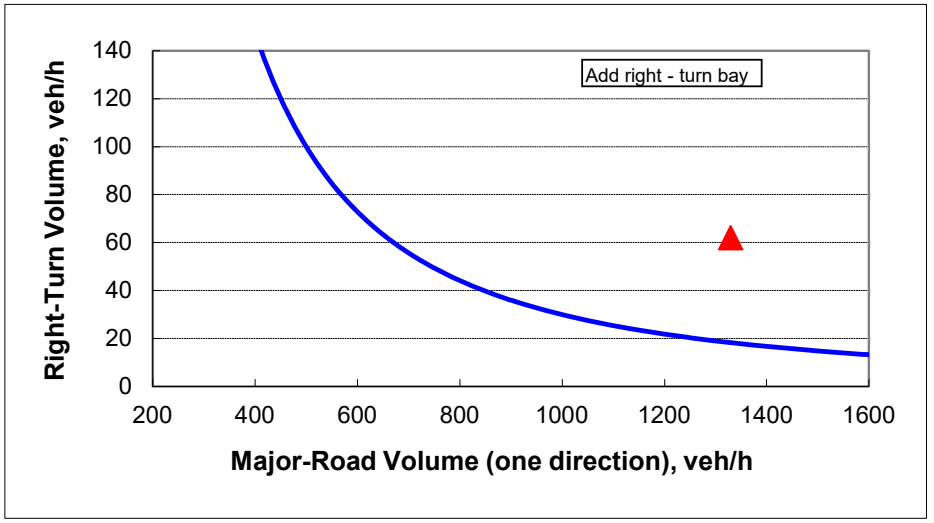
INPUT

Roadway geometry:	4-lane roadway

Variable	Value
Major-road speed, mph:	45
Major-road volume (one direction), veh/h:	1330
Right-turn volume, veh/h:	62

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	18
Guidance for determining the need for a major-road right-turn bay for a 4-lane roadway:	
Add right-turn bay.	



Appendix E
Future Capacity Analyses Printouts

Intersection Level Of Service Report
Intersection 2: Dogwood Dr @ Airport Blvd

Control Type:	Two-way stop	Delay (sec / veh):	73.2
Analysis Method:	HCM 7th Edition	Level Of Service:	F
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.170

Intersection Setup

Name	Dogwood Dr		Airport Blvd		Airport Blvd		
Approach	Northbound		Eastbound		Westbound		
Lane Configuration							
Turning Movement	Left	Right	Thru	Right	U-turn	Left	Thru
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	0	2	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	200.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	25.00		45.00		45.00		
Grade [%]	0.00		0.00		0.00		
Crosswalk	No		No		No		

Volumes

Name	Dogwood Dr		Airport Blvd		Airport Blvd		
Base Volume Input [veh/h]	0	23	2466	0	3	8	1518
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	4.00	2.00	2.00	2.00	4.00
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	41	0	0	0	20
Diverted Trips [veh/h]	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	0	23	2507	0	3	8	1538
Peak Hour Factor	0.7200	0.7200	0.9200	0.9200	0.8500	0.8500	0.8500
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	0	8	681	0	1	2	452
Total Analysis Volume [veh/h]	0	32	2725	0	4	9	1809
Pedestrian Volume [ped/h]	0		0		0		

Intersection Settings

Priority Scheme	Stop	Free	Free
Flared Lane	No		
Storage Area [veh]	0	0	0
Two-Stage Gap Acceptance	No		
Number of Storage Spaces in Median	0	0	0

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.00	0.27	0.03	0.00	0.04	0.17	0.02
d_M, Delay for Movement [s/veh]	362.44	46.42	0.00	0.00	45.48	73.15	0.00
Movement LOS	F	E	A	A	E	F	A
95th-Percentile Queue Length [veh/ln]	1.02	1.02	0.00	0.00	0.02	0.02	0.00
95th-Percentile Queue Length [ft/ln]	25.45	25.45	0.00	0.00	0.55	0.55	0.11
d_A, Approach Delay [s/veh]	46.42		0.00		0.46		
Approach LOS	E		A		A		
d_I, Intersection Delay [s/veh]	0.51						
Intersection LOS	F						

Intersection Level Of Service Report
Intersection 3: CVS Access at Dogwood Dr

Control Type:	Two-way stop	Delay (sec / veh):	8.8
Analysis Method:	HCM 7th Edition	Level Of Service:	A
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.029

Intersection Setup

Name	Dogwood Dr		Dogwood Dr		CVS	
Approach	Northbound		Southbound		Eastbound	
Lane Configuration						
Turning Movement	Left	Thru	Thru	Right	Left	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	0	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	25.00		25.00		30.00	
Grade [%]	0.00		0.00		0.00	
Crosswalk	No		No		No	

Volumes

Name	Dogwood Dr		Dogwood Dr		CVS	
Base Volume Input [veh/h]	1	16	7	1	7	0
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0
Total Hourly Volume [veh/h]	1	16	7	1	7	0
Peak Hour Factor	0.7100	0.7100	0.6700	0.6700	0.2500	0.2500
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	0	6	3	0	7	0
Total Analysis Volume [veh/h]	1	23	10	1	28	0
Pedestrian Volume [ped/h]	0		0		0	

Intersection Settings

Priority Scheme	Free	Free	Stop
Flared Lane			No
Storage Area [veh]	0	0	0
Two-Stage Gap Acceptance			No
Number of Storage Spaces in Median	0	0	0

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.00	0.00	0.00	0.00	0.03	0.00
d_M, Delay for Movement [s/veh]	7.24	0.00	0.00	0.00	8.79	8.47
Movement LOS	A	A	A	A	A	A
95th-Percentile Queue Length [veh/ln]	0.00	0.00	0.00	0.00	0.09	0.09
95th-Percentile Queue Length [ft/ln]	0.04	0.04	0.00	0.00	2.21	2.21
d_A, Approach Delay [s/veh]	0.30		0.00		8.79	
Approach LOS	A		A		A	
d_I, Intersection Delay [s/veh]	4.02					
Intersection LOS	A					

Intersection Level Of Service Report
Intersection 4: Airport Blvd @ Summit Dr/April St

Control Type:	Two-way stop	Delay (sec / veh):	1,037.2
Analysis Method:	HCM 7th Edition	Level Of Service:	F
Analysis Period:	15 minutes	Volume to Capacity (v/c):	2.046

Intersection Setup

Name	Summit Dr			April St			Airport Blvd				Airport Blvd		
Approach	Northbound			Southbound			Eastbound				Westbound		
Lane Configuration													
Turning Movement	Left	Thru	Right	Left	Thru	Right	U-tu	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	0	0	0	1	0	0	0	1	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00	50.00	100.0	100.0	100.0	50.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	25.00			25.00			45.00				45.00		
Grade [%]	0.00			0.00			0.00				0.00		
Crosswalk	No			No			No				No		

Volumes

Name	Summit Dr			April St			Airport Blvd				Airport Blvd		
Base Volume Input [veh/h]	2	0	1	13	0	10	8	3	2223	2	0	1495	11
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.000	1.000	1.000	1.000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	4.00	2.00	2.00	4.00	2.00
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.000	1.000	1.000	1.000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	20	0	13	0	0	27	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	2	0	1	13	0	10	28	3	2236	2	0	1522	11
Peak Hour Factor	0.3800	0.3800	0.3800	0.5200	0.5200	0.5200	0.900	0.900	0.900	0.900	0.7900	0.7900	0.7900
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.000	1.000	1.000	1.000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	1	0	1	6	0	5	8	1	621	1	0	482	3
Total Analysis Volume [veh/h]	5	0	3	25	0	19	31	3	2484	2	0	1927	14
Pedestrian Volume [ped/h]	0			0			0				0		

Intersection Settings

Priority Scheme	Stop	Stop	Free	Free
Flared Lane	No	No		
Storage Area [veh]	0	0	0	0
Two-Stage Gap Acceptance	No	No		
Number of Storage Spaces in Median	0	0	0	0

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.72	0.00	0.02	2.05	0.00	0.09	0.13	0.02	0.02	0.00	0.00	0.02	0.00
d_M, Delay for Movement [s/veh]	804.88	3580.73	311.11	1037.16	4005.89	759.09	23.32	34.84	0.00	0.00	56.14	0.00	0.00
Movement LOS	F	F	F	F	F	F	C	D	A	A	F	A	A
95th-Percentile Queue Length [veh/ln]	1.57	1.57	1.57	5.78	5.78	5.78	0.54	0.54	0.00	0.00	0.00	0.00	0.00
95th-Percentile Queue Length [ft/ln]	39.17	39.17	39.17	144.45	144.45	144.45	13.40	13.40	0.00	0.00	0.00	0.00	0.00
d_A, Approach Delay [s/veh]	619.71			917.08			0.33				0.00		
Approach LOS	F			F			A				A		
d_I, Intersection Delay [s/veh]	10.22												
Intersection LOS	F												

Intersection Level Of Service Report
Intersection 8: Site Access at Airport Boulevard

Control Type:	Two-way stop	Delay (sec / veh):	207.9
Analysis Method:	HCM 7th Edition	Level Of Service:	F
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.802

Intersection Setup

Name	Site Access		Airport Blvd		Airport Blvd	
Approach	Northbound		Eastbound		Westbound	
Lane Configuration						
Turning Movement	Left	Right	Thru	Right	Left	Thru
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	1	1	0
Entry Pocket Length [ft]	100.00	100.00	100.00	250.00	125.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	30.00		45.00		45.00	
Grade [%]	0.00		0.00		0.00	
Crosswalk	No		No		No	

Volumes

Name	Site Access		Airport Blvd		Airport Blvd	
Base Volume Input [veh/h]	0	12	2482	10	7	1529
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	33	0	41	27	20
Diverted Trips [veh/h]	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0
Total Hourly Volume [veh/h]	0	45	2482	51	34	1549
Peak Hour Factor	1.0000	0.9000	0.9000	0.9000	0.9000	0.9000
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	0	13	689	14	9	430
Total Analysis Volume [veh/h]	0	50	2758	57	38	1721
Pedestrian Volume [ped/h]	0		0		0	

Intersection Settings

Priority Scheme	Stop		Free		Free	
Flared Lane						
Storage Area [veh]	0		0		0	
Two-Stage Gap Acceptance	No					
Number of Storage Spaces in Median	0		0		0	

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.00	0.43	0.03	0.00	0.80	0.02
d_M, Delay for Movement [s/veh]	0.00	58.35	0.00	0.00	207.86	0.00
Movement LOS		F	A	A	F	A
95th-Percentile Queue Length [veh/ln]	0.00	1.87	0.00	0.00	3.23	0.00
95th-Percentile Queue Length [ft/ln]	0.00	46.81	0.00	0.00	80.84	0.00
d_A, Approach Delay [s/veh]	58.35		0.00		4.49	
Approach LOS	F		A		A	
d_I, Intersection Delay [s/veh]	2.34					
Intersection LOS	F					

Intersection Level Of Service Report
Intersection 2: Dogwood Dr @ Airport Blvd

Control Type:	Two-way stop	Delay (sec / veh):	34.6
Analysis Method:	HCM 7th Edition	Level Of Service:	D
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.197

Intersection Setup

Name	Dogwood Dr		Airport Blvd		Airport Blvd		
Approach	Northbound		Eastbound		Westbound		
Lane Configuration							
Turning Movement	Left	Right	Thru	Right	U-turn	Left	Thru
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	0	2	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	200.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	25.00		45.00		45.00		
Grade [%]	0.00		0.00		0.00		
Crosswalk	No		No		No		

Volumes

Name	Dogwood Dr		Airport Blvd		Airport Blvd		
Base Volume Input [veh/h]	0	18	1729	8	3	20	1927
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	4.00	2.00	2.00	2.00	4.00
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	24	0	0	0	25
Diverted Trips [veh/h]	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	0	18	1753	8	3	20	1952
Peak Hour Factor	0.7500	0.7500	0.8700	0.8700	0.8300	0.8300	0.8300
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	0	6	504	2	1	6	588
Total Analysis Volume [veh/h]	0	24	2015	9	4	24	2352
Pedestrian Volume [ped/h]	0		0		0		

Intersection Settings

Priority Scheme	Stop		Free		Free		
Flared Lane	No						
Storage Area [veh]	0		0		0		
Two-Stage Gap Acceptance	No						
Number of Storage Spaces in Median	0		0		0		

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.00	0.12	0.02	0.00	0.02	0.20	0.02
d_M, Delay for Movement [s/veh]	204.06	25.03	0.00	0.00	22.20	34.64	0.00
Movement LOS	F	D	A	A	C	D	A
95th-Percentile Queue Length [veh/ln]	0.39	0.39	0.00	0.00	0.05	0.05	0.01
95th-Percentile Queue Length [ft/ln]	9.85	9.85	0.00	0.00	1.18	1.18	0.24
d_A, Approach Delay [s/veh]	25.03		0.00		0.39		
Approach LOS	D		A		A		
d_I, Intersection Delay [s/veh]	0.34						
Intersection LOS	D						

Intersection Level Of Service Report
Intersection 3: CVS Access at Dogwood Dr

Control Type:	Two-way stop	Delay (sec / veh):	8.8
Analysis Method:	HCM 7th Edition	Level Of Service:	A
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.018

Intersection Setup

Name	Dogwood Dr		Dogwood Dr		CVS	
Approach	Northbound		Southbound		Eastbound	
Lane Configuration						
Turning Movement	Left	Thru	Thru	Right	Left	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	0	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	25.00		25.00		30.00	
Grade [%]	0.00		0.00		0.00	
Crosswalk	No		No		No	

Volumes

Name	Dogwood Dr		Dogwood Dr		CVS	
Base Volume Input [veh/h]	2	4	18	12	15	3
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0
Total Hourly Volume [veh/h]	2	4	18	12	15	3
Peak Hour Factor	0.5000	0.5000	0.8300	0.8300	0.9000	0.9000
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	1	2	5	4	4	1
Total Analysis Volume [veh/h]	4	8	22	14	17	3
Pedestrian Volume [ped/h]	0		0		0	

Intersection Settings

Priority Scheme	Free	Free	Stop
Flared Lane			No
Storage Area [veh]	0	0	0
Two-Stage Gap Acceptance			No
Number of Storage Spaces in Median	0	0	0

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.00	0.00	0.00	0.00	0.02	0.00
d_M, Delay for Movement [s/veh]	7.29	0.00	0.00	0.00	8.82	8.52
Movement LOS	A	A	A	A	A	A
95th-Percentile Queue Length [veh/ln]	0.01	0.01	0.00	0.00	0.06	0.06
95th-Percentile Queue Length [ft/ln]	0.17	0.17	0.00	0.00	1.57	1.57
d_A, Approach Delay [s/veh]	2.43		0.00		8.77	
Approach LOS	A		A		A	
d_I, Intersection Delay [s/veh]	3.01					
Intersection LOS	A					

Intersection Level Of Service Report
Intersection 4: Airport Blvd @ Summit Dr/April St

Control Type:	Two-way stop	Delay (sec / veh):	4,862.0
Analysis Method:	HCM 7th Edition	Level Of Service:	F
Analysis Period:	15 minutes	Volume to Capacity (v/c):	1.438

Intersection Setup

Name	Summit Dr			April St			Airport Blvd				Airport Blvd		
Approach	Northbound			Southbound			Eastbound				Westbound		
Lane Configuration													
Turning Movement	Left	Thru	Right	Left	Thru	Right	U-tu	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	0	0	0	1	0	0	0	1	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00	50.00	100.0	100.0	100.0	50.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	25.00			25.00			45.00				45.00		
Grade [%]	0.00			0.00			0.00				0.00		
Crosswalk	No			No			No				No		

Volumes

Name	Summit Dr			April St			Airport Blvd				Airport Blvd		
Base Volume Input [veh/h]	2	0	1	17	1	7	11	7	1666	5	0	1975	16
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.000	1.000	1.000	1.000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	4.00	2.00	2.00	4.00	2.00
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.000	1.000	1.000	1.000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	25	0	17	0	0	16	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	2	0	1	17	1	7	36	7	1683	5	0	1991	16
Peak Hour Factor	0.3800	0.3800	0.3800	0.4800	0.4800	0.4800	0.860	0.860	0.860	0.860	0.9200	0.9200	0.9200
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.000	1.000	1.000	1.000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	1	0	1	9	1	4	10	2	489	1	0	541	4
Total Analysis Volume [veh/h]	5	0	3	35	2	15	42	8	1957	6	0	2164	17
Pedestrian Volume [ped/h]	0			0			0				0		

Intersection Settings

Priority Scheme	Stop	Stop	Free	Free
Flared Lane	No	No		
Storage Area [veh]	0	0	0	0
Two-Stage Gap Acceptance	No	No		
Number of Storage Spaces in Median	0	0	0	0

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.13	0.00	0.01	3.69	1.44	0.08	0.22	0.08	0.02	0.00	0.00	0.02	0.00
d_M, Delay for Movement [s/veh]	112.11	2626.92	33.01	2653.76	4862.04	2293.95	33.36	49.80	0.00	0.00	32.57	0.00	0.00
Movement LOS	F	F	D	F	F	F	D	E	A	A	D	A	A
95th-Percentile Queue Length [veh/ln]	0.48	0.48	0.48	7.76	7.76	7.76	1.20	1.20	0.00	0.00	0.00	0.00	0.00
95th-Percentile Queue Length [ft/ln]	11.97	11.97	11.97	194.11	194.11	194.11	30.05	30.05	0.00	0.00	0.00	0.00	0.00
d_A, Approach Delay [s/veh]	82.45			2634.90			0.89				0.00		
Approach LOS	F			F			A				A		
d_I, Intersection Delay [s/veh]	32.79												
Intersection LOS	F												

Intersection Level Of Service Report
Intersection 8: Site Access at Airport Boulevard

Control Type:	Two-way stop	Delay (sec / veh):	31.1
Analysis Method:	HCM 7th Edition	Level Of Service:	D
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.154

Intersection Setup

Name	Site Access		Airport Blvd		Airport Blvd	
Approach	Northbound		Eastbound		Westbound	
Lane Configuration						
Turning Movement	Left	Right	Thru	Right	Left	Thru
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	1	1	0
Entry Pocket Length [ft]	100.00	100.00	100.00	250.00	125.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	30.00		45.00		45.00	
Grade [%]	0.00		0.00		0.00	
Crosswalk	No		No		No	

Volumes

Name	Site Access		Airport Blvd		Airport Blvd	
Base Volume Input [veh/h]	0	19	1741	10	9	1986
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	42	0	24	16	25
Diverted Trips [veh/h]	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0
Total Hourly Volume [veh/h]	0	61	1741	34	25	2011
Peak Hour Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	0	15	435	9	6	503
Total Analysis Volume [veh/h]	0	61	1741	34	25	2011
Pedestrian Volume [ped/h]	0		0		0	

Intersection Settings

Priority Scheme	Stop		Free		Free	
Flared Lane						
Storage Area [veh]	0		0		0	
Two-Stage Gap Acceptance	No					
Number of Storage Spaces in Median	0		0		0	

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.00	0.24	0.02	0.00	0.15	0.02
d_M, Delay for Movement [s/veh]	0.00	23.70	0.00	0.00	31.15	0.00
Movement LOS		C	A	A	D	A
95th-Percentile Queue Length [veh/ln]	0.00	0.92	0.00	0.00	0.53	0.00
95th-Percentile Queue Length [ft/ln]	0.00	22.96	0.00	0.00	13.23	0.00
d_A, Approach Delay [s/veh]	23.70		0.00		0.38	
Approach LOS	C		A		A	
d_I, Intersection Delay [s/veh]	0.57					
Intersection LOS	D					

Intersection Level Of Service Report
Intersection 2: Dogwood Dr @ Airport Blvd

Control Type:	Two-way stop	Delay (sec / veh):	43.3
Analysis Method:	HCM 7th Edition	Level Of Service:	E
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.255

Intersection Setup

Name	Dogwood Dr		Airport Blvd		Airport Blvd		
Approach	Northbound		Eastbound		Westbound		
Lane Configuration							
Turning Movement	Left	Right	Thru	Right	U-turn	Left	Thru
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	0	2	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	200.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	25.00		45.00		45.00		
Grade [%]	0.00		0.00		0.00		
Crosswalk	No		No		No		

Volumes

Name	Dogwood Dr		Airport Blvd		Airport Blvd		
Base Volume Input [veh/h]	0	26	1890	15	3	23	2148
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	4.00	2.00	2.00	2.00	4.00
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	45	0	0	0	57
Diverted Trips [veh/h]	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	0	26	1935	15	3	23	2205
Peak Hour Factor	0.5900	0.5900	0.8700	0.8700	0.9600	0.9600	0.9600
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	0	11	556	4	1	6	574
Total Analysis Volume [veh/h]	0	44	2224	17	3	24	2297
Pedestrian Volume [ped/h]	0		0		0		

Intersection Settings

Priority Scheme	Stop		Free		Free		
Flared Lane	No						
Storage Area [veh]	0		0		0		
Two-Stage Gap Acceptance	No						
Number of Storage Spaces in Median	0		0		0		

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.00	0.26	0.02	0.00	0.02	0.25	0.02
d_M, Delay for Movement [s/veh]	293.48	32.92	0.00	0.00	30.01	43.25	0.00
Movement LOS	F	D	A	A	D	E	A
95th-Percentile Queue Length [veh/ln]	0.97	0.97	0.00	0.00	0.05	0.05	0.01
95th-Percentile Queue Length [ft/ln]	24.26	24.26	0.00	0.00	1.14	1.14	0.23
d_A, Approach Delay [s/veh]	32.92		0.00		0.49		
Approach LOS	D		A		A		
d_I, Intersection Delay [s/veh]	0.56						
Intersection LOS	E						

Intersection Level Of Service Report
Intersection 3: CVS Access at Dogwood Dr

Control Type:	Two-way stop	Delay (sec / veh):	9.0
Analysis Method:	HCM 7th Edition	Level Of Service:	A
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.020

Intersection Setup

Name	Dogwood Dr		Dogwood Dr		CVS	
Approach	Northbound		Southbound		Eastbound	
Lane Configuration						
Turning Movement	Left	Thru	Thru	Right	Left	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	0	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	25.00		25.00		30.00	
Grade [%]	0.00		0.00		0.00	
Crosswalk	No		No		No	

Volumes

Name	Dogwood Dr		Dogwood Dr		CVS	
Base Volume Input [veh/h]	3	8	20	19	19	3
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0
Diverted Trips [veh/h]	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0
Total Hourly Volume [veh/h]	3	8	20	19	19	3
Peak Hour Factor	0.5500	0.5500	0.6100	0.6100	1.0000	1.0000
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	1	4	8	8	5	1
Total Analysis Volume [veh/h]	5	15	33	31	19	3
Pedestrian Volume [ped/h]	0		0		0	

Intersection Settings

Priority Scheme	Free	Free	Stop
Flared Lane			No
Storage Area [veh]	0	0	0
Two-Stage Gap Acceptance			No
Number of Storage Spaces in Median	0	0	0

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.00	0.00	0.00	0.00	0.02	0.00
d_M, Delay for Movement [s/veh]	7.35	0.00	0.00	0.00	8.97	8.62
Movement LOS	A	A	A	A	A	A
95th-Percentile Queue Length [veh/ln]	0.01	0.01	0.00	0.00	0.07	0.07
95th-Percentile Queue Length [ft/ln]	0.21	0.21	0.00	0.00	1.80	1.80
d_A, Approach Delay [s/veh]	1.84		0.00		8.93	
Approach LOS	A		A		A	
d_I, Intersection Delay [s/veh]	2.20					
Intersection LOS	A					

Intersection Level Of Service Report
Intersection 4: Airport Blvd @ Summit Dr/April St

Control Type:	Two-way stop	Delay (sec / veh):	10,000.0
Analysis Method:	HCM 7th Edition	Level Of Service:	F
Analysis Period:	15 minutes	Volume to Capacity (v/c):	3.940

Intersection Setup

Name	Summit Dr			April St			Airport Blvd				Airport Blvd		
Approach	Northbound			Southbound			Eastbound				Westbound		
Lane Configuration													
Turning Movement	Left	Thru	Right	Left	Thru	Right	U-tu	Left	Thru	Right	Left	Thru	Right
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	0	0	0	1	0	0	0	1	0	0
Entry Pocket Length [ft]	100.00	100.00	100.00	100.00	100.00	100.00	50.00	100.0	100.0	100.0	50.00	100.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0	0	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	25.00			25.00			45.00				45.00		
Grade [%]	0.00			0.00			0.00				0.00		
Crosswalk	No			No			No				No		

Volumes

Name	Summit Dr			April St			Airport Blvd				Airport Blvd		
Base Volume Input [veh/h]	2	0	1	17	1	13	21	9	1805	4	1	2251	26
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.000	1.000	1.000	1.000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	4.00	2.00	2.00	4.00	2.00
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.000	1.000	1.000	1.000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	0	0	0	0	0	57	0	38	0	0	30	0
Diverted Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Hourly Volume [veh/h]	2	0	1	17	1	13	78	9	1843	4	1	2281	26
Peak Hour Factor	0.7500	0.7500	0.7500	0.6500	0.6500	0.6500	0.940	0.940	0.940	0.940	0.9800	0.9800	0.9800
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	1.000	1.000	1.000	1.000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	1	0	0	7	0	5	21	2	490	1	0	582	7
Total Analysis Volume [veh/h]	3	0	1	26	2	20	83	10	1961	4	1	2328	27
Pedestrian Volume [ped/h]	0			0			0				0		

Intersection Settings

Priority Scheme	Stop	Stop	Free	Free
Flared Lane	No	No		
Storage Area [veh]	0	0	0	0
Two-Stage Gap Acceptance	No	No		
Number of Storage Spaces in Median	0	0	0	0

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.41	0.00	0.00	7.28	3.94	0.13	0.55	0.12	0.02	0.00	0.01	0.02	0.00
d_M, Delay for Movement [s/veh]	658.26	7390.79	184.42	6465.88	10000.0	5480.68	69.76	89.77	0.00	0.00	32.85	0.00	0.00
Movement LOS	F	F	F	F	F	F	F	F	A	A	D	A	A
95th-Percentile Queue Length [veh/ln]	0.92	0.92	0.92	7.78	7.78	7.78	3.69	3.69	0.00	0.00	0.02	0.00	0.00
95th-Percentile Queue Length [ft/ln]	23.02	23.02	23.02	194.59	194.59	194.59	92.30	92.30	0.00	0.00	0.58	0.00	0.00
d_A, Approach Delay [s/veh]	539.80			6202.63			3.25				0.01		
Approach LOS	F			F			A				A		
d_I, Intersection Delay [s/veh]	68.65												
Intersection LOS	F												

Intersection Level Of Service Report
Intersection 8: Site Access at Airport Boulevard

Control Type:	Two-way stop	Delay (sec / veh):	48.8
Analysis Method:	HCM 7th Edition	Level Of Service:	E
Analysis Period:	15 minutes	Volume to Capacity (v/c):	0.383

Intersection Setup

Name	Site Access		Airport Blvd		Airport Blvd	
Approach	Northbound		Eastbound		Westbound	
Lane Configuration						
Turning Movement	Left	Right	Thru	Right	Left	Thru
Lane Width [ft]	12.00	12.00	12.00	12.00	12.00	12.00
No. of Lanes in Entry Pocket	0	0	0	1	1	0
Entry Pocket Length [ft]	100.00	100.00	100.00	250.00	125.00	100.00
No. of Lanes in Exit Pocket	0	0	0	0	0	0
Exit Pocket Length [ft]	0.00	0.00	0.00	0.00	0.00	0.00
Speed [mph]	30.00		45.00		45.00	
Grade [%]	0.00		0.00		0.00	
Crosswalk	No		No		No	

Volumes

Name	Site Access		Airport Blvd		Airport Blvd	
Base Volume Input [veh/h]	0	37	1902	17	20	2267
Base Volume Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Heavy Vehicles Percentage [%]	2.00	2.00	2.00	2.00	2.00	2.00
Growth Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
In-Process Volume [veh/h]	0	0	0	0	0	0
Site-Generated Trips [veh/h]	0	95	0	45	30	57
Diverted Trips [veh/h]	0	0	0	0	0	0
Pass-by Trips [veh/h]	0	0	0	0	0	0
Existing Site Adjustment Volume [veh/h]	0	0	0	0	0	0
Other Volume [veh/h]	0	0	0	0	0	0
Total Hourly Volume [veh/h]	0	132	1902	62	50	2324
Peak Hour Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Other Adjustment Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000
Total 15-Minute Volume [veh/h]	0	33	476	16	13	581
Total Analysis Volume [veh/h]	0	132	1902	62	50	2324
Pedestrian Volume [ped/h]	0		0		0	

Intersection Settings

Priority Scheme	Stop	Free	Free
Flared Lane			
Storage Area [veh]	0	0	0
Two-Stage Gap Acceptance	No		
Number of Storage Spaces in Median	0	0	0

Movement, Approach, & Intersection Results

V/C, Movement V/C Ratio	0.00	0.59	0.02	0.00	0.38	0.02
d_M, Delay for Movement [s/veh]	0.00	41.94	0.00	0.00	48.82	0.00
Movement LOS		E	A	A	E	A
95th-Percentile Queue Length [veh/ln]	0.00	3.35	0.00	0.00	1.61	0.00
95th-Percentile Queue Length [ft/ln]	0.00	83.63	0.00	0.00	40.20	0.00
d_A, Approach Delay [s/veh]	41.94		0.00		1.03	
Approach LOS	E		A		A	
d_I, Intersection Delay [s/veh]	1.78					
Intersection LOS	E					

AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

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:2/27/2024

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	2/22/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/22/2024 - 1:55 PM

R E S O L U T I O N

Sponsored by: Councilmember William Carroll

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:	Special Events Retail Liquor License
Submitted by:	Callaghan's Irish Social Club, Inc.
Location:	St. Patrick's Street Party 250 Marine Street Vacant Lot Mobile, AL 36604

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

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
02/16/2024	NEW APPLICATION	2024 - 5638	120998	February 27, 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

Gentlemen:

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)

140 - SPECIAL EVENTS RETAIL

Legal Business Name **CALLAGHANS IRISH SOCIAL CLUB INC**

Trade Name (DBA) **ST PATRICKS STREET PARTY**

Location Address **250 MARINE STREET VACANT LOT**

City, State, Zip Code **MOBILE AL 36604**

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

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

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02/16/2024	NEW APPLICATION	2024 - 5638	120998	February 27, 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

Gentlemen:

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)

140 - SPECIAL EVENTS RETAIL

Legal Business Name **CALLAGHANS IRISH SOCIAL CLUB INC**

Trade Name (DBA) **ST PATRICKS STREET PARTY**

Location Address **250 MARINE STREET VACANT LOT**

City, State, Zip Code **MOBILE AL 36604**

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

City of Mobile Alcoholic Beverage License Approval Request

TO: City of Mobile City Council
FROM: City of Mobile Revenue Department
RE: Alcoholic Beverage License Request

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
02/16/2024	NEW APPLICATION	2024 - 5638	120998	February 27, 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.

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

CALLAGHANS IRISH SOCIAL CLUB INC

Trade Name (DBA)

ST PATRICKS STREET PARTY

Location Address

250 MARINE STREET VACANT LC MOBILE AL 36604

Business Contact Person Information			
Name	Title	Phone	Email
JOHN M THOMPSON	OWNER	"	CALLAGHANSINMOBILE@HOTMAIL

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

What is/was the start date of this business? **03.16.2024**

The alcohol license will not be issued until two (2) letters of approval 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
02/16/2024	NEW APPLICATION	2024 - 5638	120998	February 27, 2024

License Type applied for with Alabama ABC Board	2nd License Type applied for with Alabama ABC Board
140 - SPECIAL EVENTS RETAIL	

Business Information

Legal Business Name	Trade Name (DBA)
CALLAGHANS IRISH SOCIAL CLUB INC	ST PATRICKS STREET PARTY

Business Structure Type	Incorporation Date	Entity ID	State	County
CORP - CORPORATION	07.02.2004	5615-943	AL	MOBILE

Federal Tax ID (FEIN)	AL State Tax ID
20-1434741	490042463

Physical Address of Business (Street Address, Suite #)	City	State	Zip Code
250 MARINE STREET VACANT LOT	MOBILE	AL	36604

Mailing Address for Business (PO Box, Street Name, Suite #)	City	State	Zip Code
916 CHARLESTON STREET	MOBILE	AL	36604

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

Business Contact Person Information

Name	Title	Phone	Email
JOHN M THOMPSON	OWNER ☐ POA	(251) 401-4688	CALLAGHANSINMOBILE@HOTMAIL.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
JOHN AND DENISE THOMPSON		CALLAGHANSINMOBILE@HOTMAIL.COM

Property Owner Address	City	State	Zip Code

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	License Covers
2,000	200	YES	NO	SINGLE	OTHER

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**

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)
THOMPSON, JOHN MCDERMOTT	OWNER	

Home Street Address	City	State	

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)
YES	MANCIS ANTIQUE CLUB INC	MANCIS ANTIQUE CLUB INC	1715 MAIN STREET DAPHNE 36526
	NIXONS MIDTOWN INC	NIXONS	1801 OLD SHELL ROAD MOBILE 36607

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)
SHERER, ROY R	VICE PRESIDENT	

Home Street Address	City	State	Zip Code
	MOBILE	AL	36602

Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile Number
	USA		

Have you been [illegible] 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)
YES	NIXONS MIDTOWN INC	NIXONS	1801 OLD SHELL ROAD MOBILE 36607

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**

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

JT **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.**

JT **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.**

JT **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.**

JT **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.**

JT **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.**

JT **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
John Thompson	2/16/24
Owner/Applicant Signature	**Title**
	OWNER

Sworn to and subscribed before me this 16th 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

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

Signature Page

CITY OF MOBILE

REVENUE DEPARTMENT

February 16, 2024

SPEC EVNT - CALLAGHANS ST PATRICKS STREE

250 MARINE STREET

MOBILE, AL 36604 USA

ACCOUNT NUMBER: 120998 TERRITORY 2

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1732951	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

02/16/2024 10:17AM NICKOL H.
038624-0004

BUSINESS LICENSE
CALLAGHANS IRISH SOCIAL CLUB INC
120998
2024 Item: 1732951
ALCOHOL APPLICATION FEE $50.00

$50.00

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

REVENUE CC $52.50
MasterCard **********6636
Ref=38f0d3ca-3895-42a3-8b62-a2222024a572
Auth=001705

Change due **$0.00**

Paid by: THOMPSON/JOHN



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: 20240208092710265

Type License: 140 - SPECIAL EVENTS RETAIL **State:** $150.00 **County:** $150.00

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

Trade Name: ST PATRICKS STREET PARTY **Filing Fee:** $50.00

Applicant: CALLAGHANS IRISH SOCIAL CLUB INC **Transfer Fee:**

Location Address: 250 MARINE ST VACANT LOT MOBILE, AL 36604

Mailing Address: 916 CHARLESTON ST MOBILE, AL 36604

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

Product Type: **Type Ownership:** CORPORATION

Book, Page, or Document info: 5615 943

Do you sell Draft Beer?:

Date Incorporated: 07/02/2004 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 07/02/2004

Federal Tax ID: 20-1434741 **Alabama State Sales Tax ID:** 490042463

Name:	Title:	Date and Place of Birth:	Residence Address:
[redacted]	VICE PRESIDENT		
[redacted]	PRESIDENT		

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: JOHN THOMPSON
Business Phone: 251-433-9374
Fax:

Home Phone: 251-401-4688
Cell Phone: 251-401-4688
E-mail: CALLAGHANSINMOBILE@HOTMAIL.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: 20240208092710265

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: JOHN THOMPSON AND DENISE THOMPSON 251-401-4688
What is lessors primary business? RESTAURANT/BARS
Is lessor involved in any way with the alcoholic beverage business? YES
Is there any further interest, or connection with, the licensee's business by the lessor? YES

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: 2000 Display Square Footage:
Building seating capacity: 200 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE 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: 20240208092710265

Initial each — **Signature page**

Initial each	
JT	In reference to law violations, I attest to the truthfulness of the responses given within the application.
JT	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
JT	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.
JT	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.
XXX	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
XXX	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
JT	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.
JT	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.
JT	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): John Thompson

Signature of Applicant: JT

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: 20240208092710265

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:

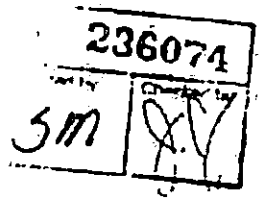
Special Events / Special Retail (7 days or less)
Starting Date: 03/16/2024 Ending Date: 03/17/2024
Special terms and conditions for special event/special retail:
EVENT WILL TAKE PLACE ON MARCH 16, 2024. LICENSE COVERS THE TENT IN THE VACANT LOT ACROSS THE STREET FROM CALLAGHANS IRISH SOCIAL CLUB. BEER WINE AND LIQUOR WILL BE SERVED. NO ALCOHOL IS TO LEAVE THE LICENSE PREMISE. ENTRANCE/EXITS WILL BE CONTROLLED. THIS IS A NON RENEWABLE LICENSE.

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: TENT IN PARKING LOT
Are there any special restrictions, instructions, and/or conditions for this license?: EVENT WILL TAKE PLACE ON MARCH 16, 2024. LICENSE COVERS THE TENT IN THE VACANT LOT ACROSS THE STREET FROM CALLAGHANS IRISH SOCIAL CLUB. BEER WINE AND LIQUOR WILL BE SERVED. NO ALCOHOL IS TO LEAVE THE LICENSE PREMISE. ENTRANCE/EXITS WILL BE CONTROLLED. THIS IS A NON RENEWABLE LICENSE.
Is the lessor involved in any way with the alcohol beverage business?: NIXONS, MANCIS ANTIQUE CLUB
Is ther any further interest in, or connection with, the licensee's business by the lessor?: THE APPLICANT AND LANDLORD ARE THE SAME PERSON

ARTICLES OF INCORPORATION
OF

CALLAGHAN'S IRISH SOCIAL CLUB, INC.



KNOW ALL MEN BY THESE PRESENTS, that the undersigned, acting pursuant to duly authorized resolution of Callaghan's Irish Social Club, Inc. under the Code of Alabama, hereby adopt the following Articles of Incorporation for such Corporation:

ARTICLE I

The name of the Corporation is Callaghan's Irish Social Club, Inc.

ARTICLE II

The period of the duration of the Corporation shall be perpetual

ARTICLE III

The purposes for which the Corporation is organized are as follows:

1 To engage in the business of restaurant management and any other business the Board may deem appropriate.

2. To acquire and pay for in cash or otherwise, stock or bonds, the good will, rights, assets and property, in whole or in part, tangible or intangible of any other firm or Corporation, and to undertake or assume the whole or any part of any such business acquired; and to exercise all of the powers necessary or convenient in and about the conduct of and management of such business

3 To enter into, make and perform contracts of any kind and description with any person, firm, association, corporation, municipality, country, state, body politic or government or dependency thereof.

RECEIVED
JUL - 2 1991
SECRETARY OF STATE

The address of the initial registered office of the Corporation is 916 Charleston Street, Mobile, Alabama 36604, and the names of its initial registered agents at such address are John Thompson and Charles E. ("Chuck") Commiskey.

ARTICLE VII

This Corporation will be authorized to operate as an S Corporation as defined in Subchapter S, Revision Act of 1982, of the United States Revenue Code, if it so desires.

ARTICLE VIII

The number of Directors constituting the Board of Directors of the Corporation is two, and the names and addresses of the persons who are to serve as Directors are as follows:

John Thompson, President
351 West Street
Mobile, Alabama 36604

Charles E. ("Chuck") Commiskey, Secretary/Treasurer
53 N. Ann Street
Mobile, Alabama 36604

ARTICLE IX

The name and address of the Incorporators shall be declared as follows:

John Thompson
351 West Street
Mobile, Alabama 36604

Charles E. ("Chuck") Commiskey
53 N. Ann Street
Mobile, Alabama 36604

IN WITNESS WHEREOF, the said Incorporators have executed these Articles of Incorporation on this the 26 day of May, 2004.

State of Alabama-Mobile County
I certify this instrument was filed on
Friday, June 25, 2004 (8:11:39 PM
F.E. FEE $2.00
RECORDING FEES $36.00
TOTAL AMOUNT $38.00

20040627302
Don Davis, Judge of Probate

JOHN THOMPSON, Incorporator

CHARLES E. COMMISKEY, Incorporator

STATE OF ALABAMA
COUNTY OF MOBILE

I, Thomas Boller a Notary Public, in and for the said State and County, do hereby certify that John Thompson and Charles E. Commiskey, whose names are signed to the foregoing Articles of Incorporation and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this 1st day of June, 2004.

NOTARY PUBLIC
State of Alabama at Large
EXPIRES 2/13/05

CERTIFIED TRUE COPY
Probate Court of Mobile Co., AL
Don Davis, Judge
Signature: [illegible] Chief Clerk
Date: 6-28-04

PREPARED BY:
Thomas R. Boller, Attorney at Law, 150 Government Street, Suite 1001, Mobile, Alabama 36602
251-433-2133

Nancy L. Worley
Secretary of State

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

STATE OF ALABAMA

I, Nancy L. Worley, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that pursuant to the provisions of Section 10-2B-4.02, Code of Alabama 1975, and upon an examination of the corporation records on file in this office, the following corporate name is reserved as available:

Callaghan's Irish Social Club, Inc.

This domestic corporation name is proposed to be incorporated in Mobile County and is for the exclusive use of Thomas Boller, 150 Government St Ste 1001, Mobile, AL 36602 for a period of one hundred twenty days beginning June 21, 2004 and expiring October 20, 2004.

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 21, 2004

Date

Nancy L. Worley

Nancy L. Worley Secretary of State

RESIGNATION

I, Charles E. Commiskey, do hereby on this day resign from the board of directors and in any capacity as any officer in Callaghan's Irish Social Club, Inc. and Callaghan Irish Social Club, Incorporated.

Date: _____

CHARLES E. COMMISKEY
a/k/a Chuck Commiskey

Sworn to and subscribed before me this 15TH day of February, 2008.

_____
Notary Public
My Commission Expires: 8/12/09

MOBILE COUNTY, PROBATE COURT
DON DAVIS, JUDGE
P. O. BOX 7 MOBILE, 36601 (251) 574-8497

DOCUMENT TYPE: PERSONAL PROPERTY, BILL OF SALE, ETC.
DATE: Wednesday, February 6, 2008 RECEIPT NUMBER: 200802060617
RECEIVED OF: THOMAS BOLLER Book-6455 Page-764 1st Of 2 Page(s)

2 DOCUMENT PAGE (S)	$5.00
1 DEED TAX	$0.50
1 SURCHARGE	$10.00
1 S.H. FEE	$2.00
1 RECORDATION STAMP	$1.00
1 CASH	-$19.50
RECORDING COST	$16.50

TELLER: pcm103

FEB-18-2008 05:28PM From: ID:DISTRICT 7 Page:003 R=95%

STOCK TRANSFER IN
CALLAGHAN'S IRISH SOCIAL CLUB, INC.

For full and adequate consideration received, John Thompson hereby sells, assigns, and transfers to Roy Richard Sherer, 10% of the shares of stock assigned by H. Wendell Quimby on June 3, 2003 in Callaghan's Irish Social Club, Incorporated.

DATED 7/17/2018

JOHN THOMPSON

Sworn to and subscribed before me on this 17th day of July 2018.

NOTARY PUBLIC
My Commission Expires: 8/22/21

List of Current Officer(s) of CALLAGHANS IRISH SOCIAL CLUB INC

The following is the List of Officer(s) of CALLAGHANS IRISH SOCIAL CLUB INC

NAME	TITLE
JOHN THOMPSON	PRESIDENT
ROY SHERER	VICE PRESIDENT



JOHN THOMPSON
PRESIDENT

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 CALLAGHANS IRISH SOCIAL CLUB

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 15th day of FEB. 2024

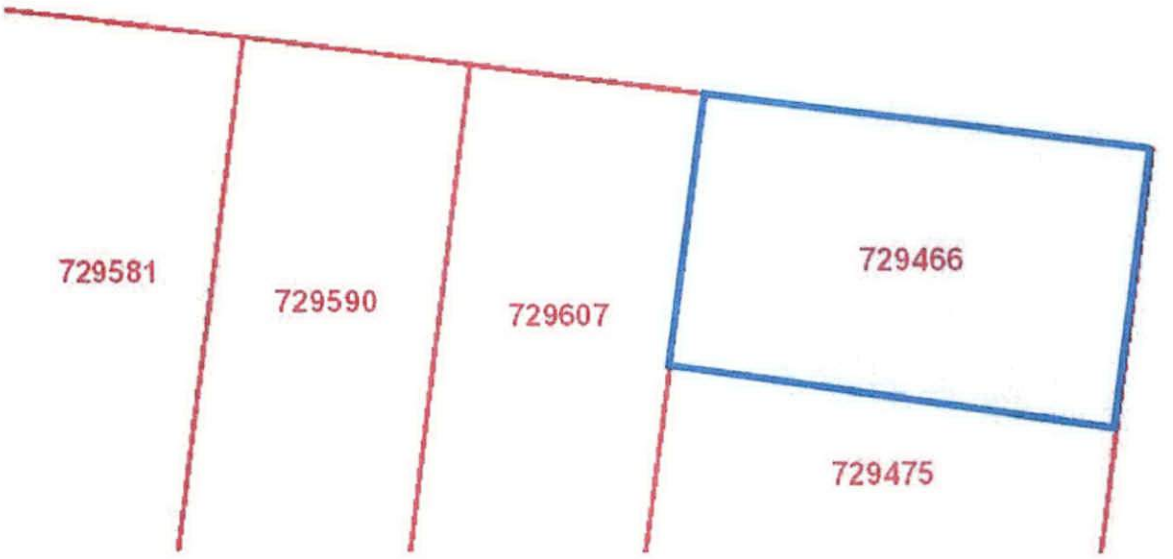
Notary Printed Name	Notary Signature	My (Notary) Commission Expires
THOMAS BOLLER	[signature]	7/2/25

Notary Stamp	Owner of Property (Print Name)	Applicant Name (Print Name)
	John Thompson	John Thompson
	Owner of Property (Signature)	Applicant Name (Signature)
	[signature]	[signature]
	Street Address	Street Address
	City, State, Zip	City, State, Zip 07
	Date Agreement Signed	Date Agreement Signed
	2/14/2024	2/14/2024

Mobile County Property Search

Key Number: 729466 For Year 2023

Map



Property Details

Account

Key Number:	729466
Legal Description:	THE N 1/2 OF LOTS 1 & 2 SQR 48 WEST GORDON DIV OF FAVRE TRT DBK 34 P 150 DESC AS BEG AT SW COR OF CHARLESTON & MARINE STS RUN TH WLY ALG & PAR WITH CHARLESTON ST 100 FT TO PT THEN RUN SLY & PAR WITH MARINE ST 60 FT TO PT TH ELY PAR WITH CHARLESTON ST 100 FT TO PT ON W/L OF MARINE ST THEN RUN NLY ALG W/L OF MARINE ST 60 FT TO POB #SEC 39 T4S R1W #MP29 06 39 0 003
Parcel Number:	2906390003190XXX
Type:	Real
Property Class:	2

Location

Address:	250 MARINE ST MO

Owner

Name:	QUIMBY HORACE W
Mailing Address:	T

Information for address:
250 MARINE ST

- **Parcel Information:**

Key / ID:
00729466 / R022906390003190.000
Owner:
Quimby Horace W C/o Thompson John M & Denise B Thompson
261 Levert St

Mobile, Al 36607

Subdivision:

- **Jurisdiction:**
City of Mobile

- **Historic District:**
Oakleigh Garden

- **Neighborhood Renewal District:**

- **Revenue District:**
2

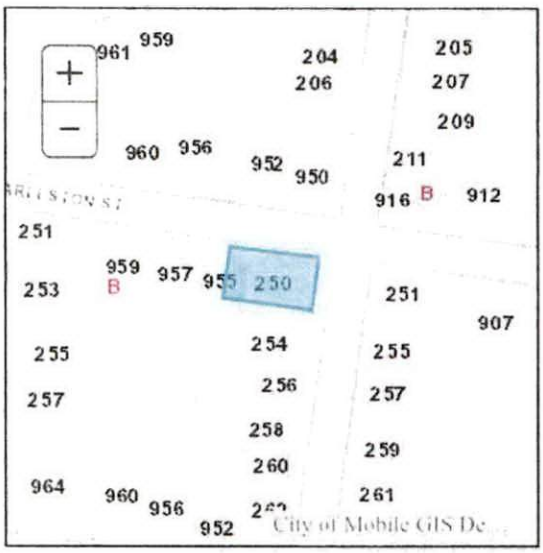
- **Township/Range/Section:**
4s1w23

- **Tract Census 2010:**
001002

- **Zipcode:**
Mobile

- **XY Location(NAD83 State Plane Al West 102 Ft):**
X: 1794049.414
Y: 248649.800

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



Political:

- **City Council District:**
2 - William Carroll

- **County Commissioner District:** 1

- **State House District:** 97

- **State Senate District:** 33

School:

- **Elementary School District:**
Leinkauf

- **High School District:**
Murphy

- **Middle School District:**
Calloway Smith

- **School Board District:** 4

Services:

- **Community Action Group:**
Oakleigh District

- **Fire District:**
Fire Central Station 3

- **Garbage Pickup Day:**
Tuesday-East - Route I

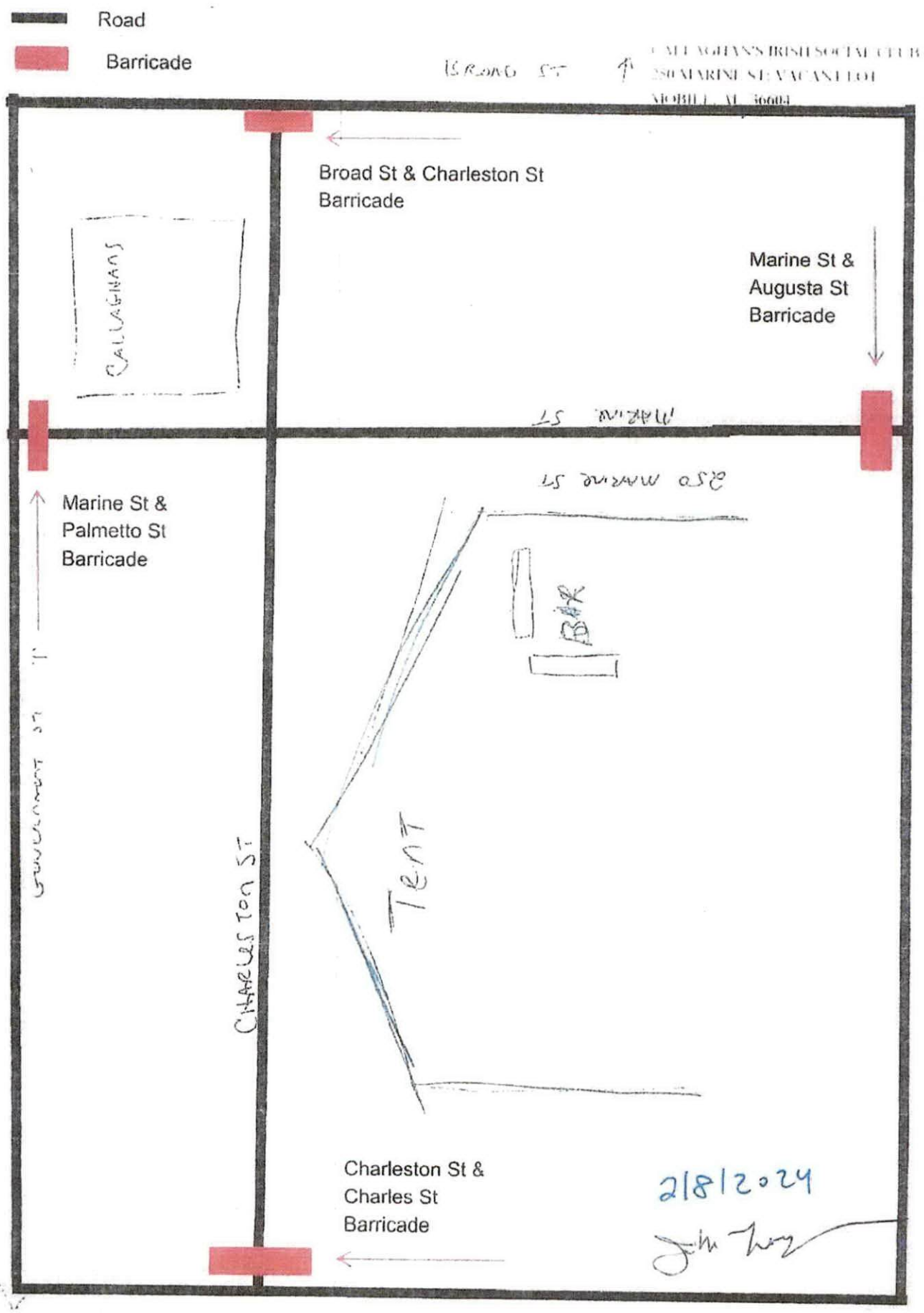
- **Police Precinct / Beat:**
Precinct - 1 / Beat - 15

- **Trash Pickup Day/ Unit:**
Monday South - biweekly / Td-1

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.


Road
Barricade
Broad St & Charleston St Barricade
Marine St & Augusta St Barricade
Marine St & Palmetto St Barricade
Charleston St & Charles St Barricade
CALLAGHANS
TENT
BAR
2/8/2024

NOTICE!

Notice is herby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

CALLAGHANS IRISH SOCIAL CLUB INC

Trade Name (DBA)

ST PATRICKS STREET PARTY

Location Address

250 MARINE STREET VACANT LOT MOBILE AL 36604

Application Number

2024 - 5638

Post Date

02/16/2024

That public hearing on said application has been set before the City Council @ 1030am on Tuesday

February 27, 2024

Date

at the Government Plaza Auditorium (1st floor) located at 205 Government Street, Mobile Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the City of Mobile City Clerk Office

Applicant Signature

Revenue Dept Representative

R Shawn Skinner

In accordance to City of Mobile Code , the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

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	2/22/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/22/2024 - 2:06 PM

R E S O L U T I O N

Sponsored by: Councilmember C. J. Small

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:	Retail Beer (Off Premises Only) Liquor License
Submitted by:	Parkway2, LLC
Location:	Parkway Foodmart 3300 Dauphin Island Parkway Suite A Mobile, AL 36605

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

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
02/20/2024	NEW APPLICATION	2024 - 5617	127229	February 27, 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

Gentlemen:

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)

050 - RETAIL BEER (OFF PREMISES ONLY)

Legal Business Name **PARKWAY2 LLC**

Trade Name (DBA) **PARKWAY FOODMART**

Location Address **3300 DAUPHIN ISLAND PKWY STE A**

City, State, Zip Code **MOBILE AL 36605**

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

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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PO Box 1151 Montgomery AL 36101

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Location Address **3300 DAUPHIN ISLAND PKWY STE A**

City, State, Zip Code **MOBILE AL 36605**

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

City of Mobile Alcoholic Beverage License Approval Request

TO: City of Mobile City Council
FROM: City of Mobile Revenue Department
RE: Alcoholic Beverage License Request

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
02/20/2024	NEW APPLICATION	2024 - 5617	127229	February 27, 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.

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

Legal Business Name

PARKWAY2 LLC

Trade Name (DBA)

PARKWAY FOODMART

Location Address

3300 DAUPHIN ISLAND PKWY STE MOBILE AL 36605

Business Contact Person Information			
Name	Title	Phone	Email
MEET P PATEL	OWNER		PARKWAY3300@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? **12.22.2023**

The alcohol license will not be issued until two (2) letters of approval 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
12/07/2023	NEW APPLICATION	2024 - 5617	127229	February 27, 2024

License Type applied for with Alabama ABC Board	2nd License Type applied for with Alabama ABC Board
050 - RETAIL BEER (OFF PREMISES ONLY)	

Business Information

Legal Business Name	Trade Name (DBA)
PARKWAY2 LLC	PARKWAY FOODMART

Business Structure Type	Incorporation Date	Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	08.16.2023	011-094-661	AL	MOBILE

Federal Tax ID (FEIN)	AL State Tax ID
93-2925450	R011934912

Physical Address of Business (Street Address, Suite #)	City	State	Zip Code
3300 DAUPHIN ISLAND PKWY STE A	MOBILE	AL	36605

Mailing Address for Business (PO Box, Street Name, Suite #)	City	State	Zip Code
3300 DAUPHIN ISLAND PKWY STE A	MOBILE	AL	36605

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

Business Contact Person Information

Name	Title	Phone	Email
MEET P PATEL	OWNER ☐ POA	[redacted]	PARKWAY3300@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
PARESHKUMAR PATEL		

Property Owner Address	City	State	Zip Code

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	License Covers
2,050	0	YES	NO	SINGLE	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? NO

Will the business be operated primarily as a package store? YES

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)	
PATEL, MEET PARESHKUMAR	OWNER		
Home Street Address	**City**	**State**	**Zip Code**
		AL	
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**

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

MP 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.

MP 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.

MP 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.

MP 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.

MP 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.

MP 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
Meet Patel	12/07/23
Owner/Applicant Signature	**Title**
	Owner

Sworn to and subscribed before me this 7th day of DECEMBER 20 23

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

Notary Stamp: R SHAWN SKINNER NOTARY PUBLIC State of Alabama - State at Large My Commission Expires Nov. 19, 2025

Signature Page

CITY OF MOBILE

REVENUE DEPARTMENT

December 7, 2023

PARKWAY FOOD MART

3300 DAUPHIN ISLAND PARKWAY STE A

MOBILE, AL 36605 USA

ACCOUNT NUMBER: 127229 TERRITORY 3

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1690250	12/2023	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

12/07/2023 12:44PM JESSICA C
037365-0001

BUSINESS LICENSE

PARKWAY 2 LLC	
127229	
2023 Item: 1690250	
ALCOHOL APPLICATION FEE	$50.00
PARKWAY2 LLC	
127230	
2023 Item: 1690261	
ALCOHOL APPLICATION FEE	$50.00
	$100.00
Subtotal	**$100.00**
TP CC FEE	$3.00
Total	**$103.00**
REVENUE CC ***********1015	$103.00
Ref=b47df59d-f8cc-426b-b7ab-0d59fbe5dea1	
Auth=864075	
Change due	**$0.00**

Paid by: PATEL/MEET

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: 20231206135939391

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) **State:** $150.00 **County:** $75.00

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

Trade Name: PARKWAY FOODMART **Filing Fee:** $50.00

Applicant: PARKWAY2 LLC **Transfer Fee:**

Location Address: 3300 DAUPHIN ISLAND PKWY STE A MOBILE, AL 36605

Mailing Address: 3300 DAUPHIN ISLAND PKWY STE A MOBILE, AL 36605

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 03 **Type Ownership:** LLC

Book, Page, or Document info: 001-094-661

Do you sell Draft Beer?:

Date Incorporated: 08/16/2023 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority:

Federal Tax ID: 93-2925450 **Alabama State Sales Tax ID:** R011934912

Name:	Title:	Date and Place of Birth:	Residence Address:
MEET PATEL	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: MEET PATEL
Business Phone: 352-278-7400
Fax:

Home Phone: 352-278-7400
Cell Phone:
E-mail: PARKWAY3300@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: 20231206135939391

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: OM BABA SAI LLC 407-325-1626
What is lessors primary business? REAL ESTATE
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? NO

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 2050 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: PORTION OF
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 miles
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)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231206135939391

Initial each

Signature page

Initial each	
MP	In reference to law violations, I attest to the truthfulness of the responses given within the application.
MP	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
MP	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.
XXXX	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.
XXXX	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
XXXX	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
MP	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.
MP	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.
MP	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): Meet Patel

Signature of Applicant:

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:**

Receipt Confirmation Page

Receipt Confirmation Number: 20231206135939391

Application Payment Confirmation Number: 96850146

Payment Summary	
Payment Item	**Fee**
Application Fee for License 050	$50.00
Total Amount to be Charged	$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	**County Fee**	**State Fee**	**Total Fee**
050 - RETAIL BEER (OFF PREMISES ONLY)	$75.00	$150.00	$225.00
			$0.00
Total Amount to be Charged	$75.00	$150.00	$225.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 050 - RETAIL BEER (OFF PREMISES ONLY)
License Type 2:
License County: MOBILE
Business Type: LLC
Trade Name: **PARKWAY FOODMART**
Applicant Name: **PARKWAY2 LLC**
Location Address: 3300 DAUPHIN ISLAND PKWY STE A
MOBILE, AL 36605
Mailing Address: 3300 DAUPHIN ISLAND PKWY STE A
MOBILE, AL 36605
Contact Person: MEET PATEL
Contact Home Phone:
Contact Business Phone
Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:

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

October 25th, 2023

Dear Mr. Patel,

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

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

xxxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxxx
TCN:
NAME:PATEL,MEET PARESHKUMAR
SOC:
ABI RESULT:IDENT
SID:

CERTIFIED COPY OF ALEA DOCUMENT

10-25-2023 13:09
*ATN/
*OPR/AFIS
*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID AL02533304
*-NO RECORD FOUND - REPORT DATE: 10-25-2023

*LAST PAGE ON SID

SEQ # 734 MRI #

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:

   PARKWAY2 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): MEET PATEL

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

   3300 DAUPHIN ISLAND PKWY MOBILE, AL 36605

   *COUNTY of above address: MOBILE

   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

001-094-661 DLL

Date	08/16/2023
Time	12:38:00
File	$100.00
County	$100.00
Total	$200.00

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 8 / 16 / 2023 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 0 : 38 ○ 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).

8 / 16 / 2023
Date (MM/DD/YYYY)

MEET PATEL
Signature as required by 10A-5A-2.04

LLC MEMBER
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
MEET PATEL		

Wes Allen
Secretary of State

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

STATE OF ALABAMA

I, Wes Allen, 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:

PARKWAY2 LLC

This name reservation is for the exclusive use of MEET PATEL, 3924 TRUMBULL CT, MOBILE, AL 36619 for a period of one year beginning August 16, 2023 and expiring August 16, 2024

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.

August 16, 2023

Date

RES109316

Wes Allen **Secretary of State**

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

Date of this notice: 08-16-2023

Employer Identification Number:
93-2925450

Form: SS-4

Number of this notice: CP 575 A

PARKWAY2 LLC
MEET PATEL MBR
3924 TRUMBULL CT
MOBILE, AL 36619

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 93-2925450. 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 941	10/31/2023
Form 940	01/31/2024
Form 1065	03/15/2024

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.

2023

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

PARKWAY2 LLC
3300 DAUPHIN ISLAND PKWY
MOBILE, AL 36605-3813

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011934912	10/31/2023	12/31/2023

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

Janet N. Harthcock

Deputy Commissioner

NAICS CODE: 445110

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 Parkway LLC

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 08 day of Dec 20 23

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Christine Redmond	Christine Redmond	

Notary Stamp

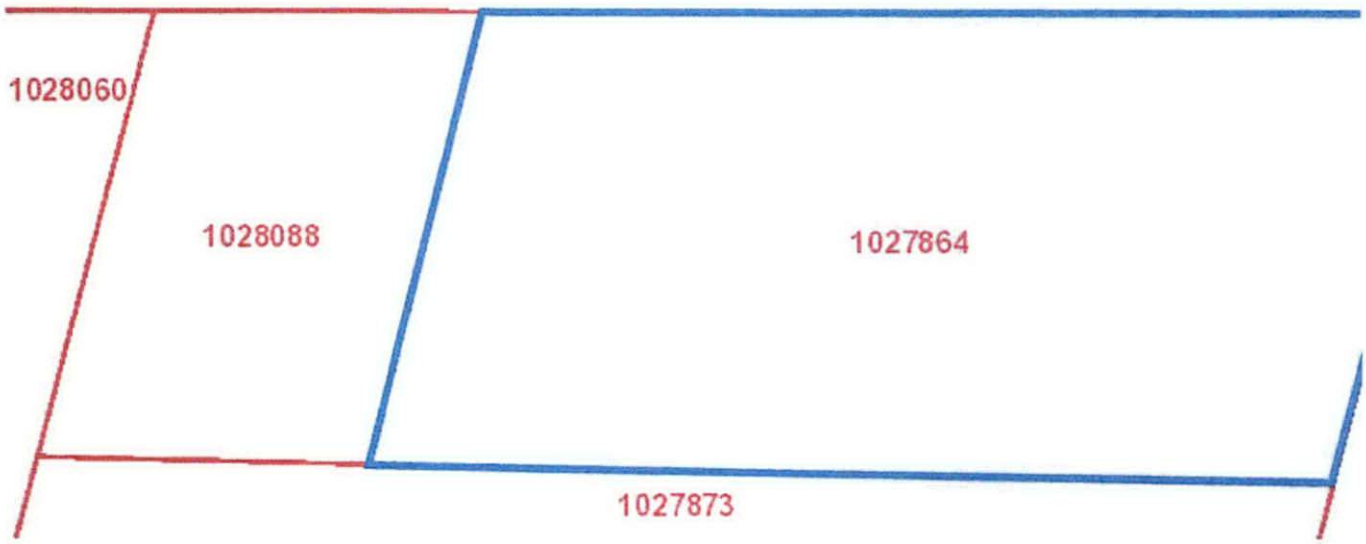
CHRISTINE REDMOND
My Commission Expires
August 23, 2027

	Owner of Property (Print Name)	Applicant Name (Print Name)
	Parshkumar Patel	Meet Patel
	Owner of Property (Signature)	Applicant Name (Signature)
	Street Address	Street Address
	City, State, Zip	City, State, Zip
	Date Agreement Signed	Date Agreement Signed
		12/08/23

Mobile County Property Search

Key Number: 1027864 For Year 2023

Map



Property Details

Account

Key Number:	1027864
Legal Description:	THE E 211 FT OF LOT 1 OF EDWIN TOWNSENDS SUB #1 IN LOT 1 OF 1ST DIV OF MCVOY TRT MBK 2 P 39
Parcel Number:	3208400001130XXX
Type:	Real
Property Class:	2

Location

Address:	3300 DAUPHIN ISLAND PKWY MOBILE, AL 36605

Owner

Name:	ONAGBOLA ERICA
Mailing Address:	
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Information for address:
3300 DAUPHIN ISLAND PKWY



- **Parcel Information:**

Key / ID:
01027864 / R023208400001130.000
Owner:
Onagbola Erica
3300 Dauphin Island Pkwy

Mobile, Al 36605

Subdivision:

- **Jurisdiction:**
City of Mobile

- **Neighborhood Renewal District:**
Community Block Grant Area

- **Revenue District:**
3

- **Township/Range/Section:**
5s1w21

- **Tract Census 2010:**
001901

- **Zipcode:**
Mobile

- **Historic District:**
N/A

- **XY Location(NAD83 State Plane Al West 102 Ft):**
X: 1787045.993
Y: 220048.554

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

Services:

- **Fire District:**
Fire Station 20 Petrey

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

- **Police Precinct / Beat:**
Precinct - 1 / Beat - 19

- **Trash Pickup Day/ Unit:**
Tuesday South - biweekly / Td-6

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

Political:

- **City Council District:**
3 - C.j. Small

- **County Commissioner District:** 3

- **State House District:** 97

- **State Senate District:** 33

School:

- **Elementary School District:**
Gilliard

- **High School District:**
B C Rain

- **Middle School District:**
Pillans

- **School Board District:** 4

Hurricane / Flooding Information:

Please note the information provided is for risk area only and is not a guarantee that your home will or will not flood.

- **Hurricane Evacuation Zones :**
Zone 1

- **Storm Surge Category:** 4

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

Disclaimer: This document was created by [illegible]. The information used in this document was compiled from various sources and subject to constant revision. This document should not be used to determine the relationship of various activities to property lines, streets, buildings, etc. This map and/or its contents is not to be used for general public information.

Inst. # 2023058738 Pages: 1 of 1 I certify this instrument filed on: 9/29/2023 10:24 AM
Doc: ORDR Don Davis, Judge of Probate Mobile County, AL Rec: $5.50
Clerk: JHANCOCK

DOCUMENT 30

ELECTRONICALLY FILED
9/15/2023 2:56 PM
02-CV-2023-900795.00
CIRCUIT COURT OF
MOBILE COUNTY, ALABAMA
SHARLA KNOX, CLERK

FILED/EFILED IN MOBILE CIRCUIT COURT

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

OM BABA SAI LLC,
Plaintiff,

V.

ONAGBOLA ERICA,
Defendant.

Case No.: CV-2023-900795.00

CERTIFIED AS A TRUE COPY
This 21st Day of September 2023
Sharla Knox
Clerk, Circuit Court of Mobile County, Alabama

ORDER

This matter having come before the Court on Plaintiff's Motion For Summary Judgment and based on the pleadings, the references therein to the documents recorded in Mobile County Probate Court, the Affidavit of Plaintiff, and the Report of the Guardian Ad Litem it is ORDERED, ADJUDGED and DECREED that the right, title, and interest of the Plaintiff in and to the property described below is here established and forever quieted:

The East 211 Feet of Lot 1 of Edwin Townsends Subdivision, No. 1 in Lot 3 of the 1st Division of McVoy Tract, according to plat thereof recorded in Map Book 2, Page 39 of the records of the Office of the Judge of Probate Court of Mobile County, Alabama commonly known as 3300 Dauphin Island Parkway, Mobile, Alabama.

Plaintiff shall pay a reasonable Guardian ad Litem fee of $1,210.00 directly to Deena Tyler within 30 days from this Order. All other costs are taxed as paid.

DONE this 15th day of September, 2023.

/s/ BRANDY B HAMBRIGHT
CIRCUIT JUDGE

NOTICE!

Notice is herby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

Legal Business Name

PARKWAY2 LLC

Trade Name (DBA)

PARKWAY FOODMART

Location Address

3300 DAUPHIN ISLAND PKWY STE A MOBILE AL 36605

Application Number

2023 - 5617

Post Date

12/07/2023

That public hearing on said application has been set before the City Council @ 1030am on Tuesday

December 19, 2023

Date

at the Government Plaza Auditorium (1st floor) located at 205 Government Street, Mobile Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the City of Mobile City Clerk Office

Applicant Signature

Revenue Dept Representative

R Shawn Skinner

In accordance to City of Mobile Code , the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

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)
Parkway 2 LLC	Parkway Food Mart

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
3300 Dauphin Island Pkwy Ste A	Mobile	AL	36

Business Contact Person Information

Name	Title	Phone	Email
Meet Patel	Owner		

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
~2,596 sqft	14	9	Yes	B-2	Yes

Comments

Approved per Peggy Ford and certificate of occupancy issued by Permitting Dept.

Print Name	Signature	Date
Payton Rogers	Digitally signed by Payton W. Rogers Location: Mobile, AL Contact Info: 251-208-5895 Date: 2024.02.20 12:47:30-06'00'	2/15/2024

CITY OF MOBILE

BUILD MOBILE

CERTIFICATE OF OCCUPANCY

Certificate Number
10783

Date: 2/14/24

This certificate issued pursuant to the requirements of the 2021 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-125769-2024

Name of Business (Building) PARKWAY FOODMART

Building Address 3300 DAUPHIN ISLAND PKWY UNIT A

Owner of Building OM BABA SAI, LLC

OCC LOAD 11

Architect / Engineer: N/A

Occupancy Type: BUS

Type of Construction: N/A

Fuel Gas Contrator: N/A

Plumbing Contractor: N/A

Mechanical Contractor: N/A

Building Official / Title Frank C Palombo

Zoning Classification: B-2

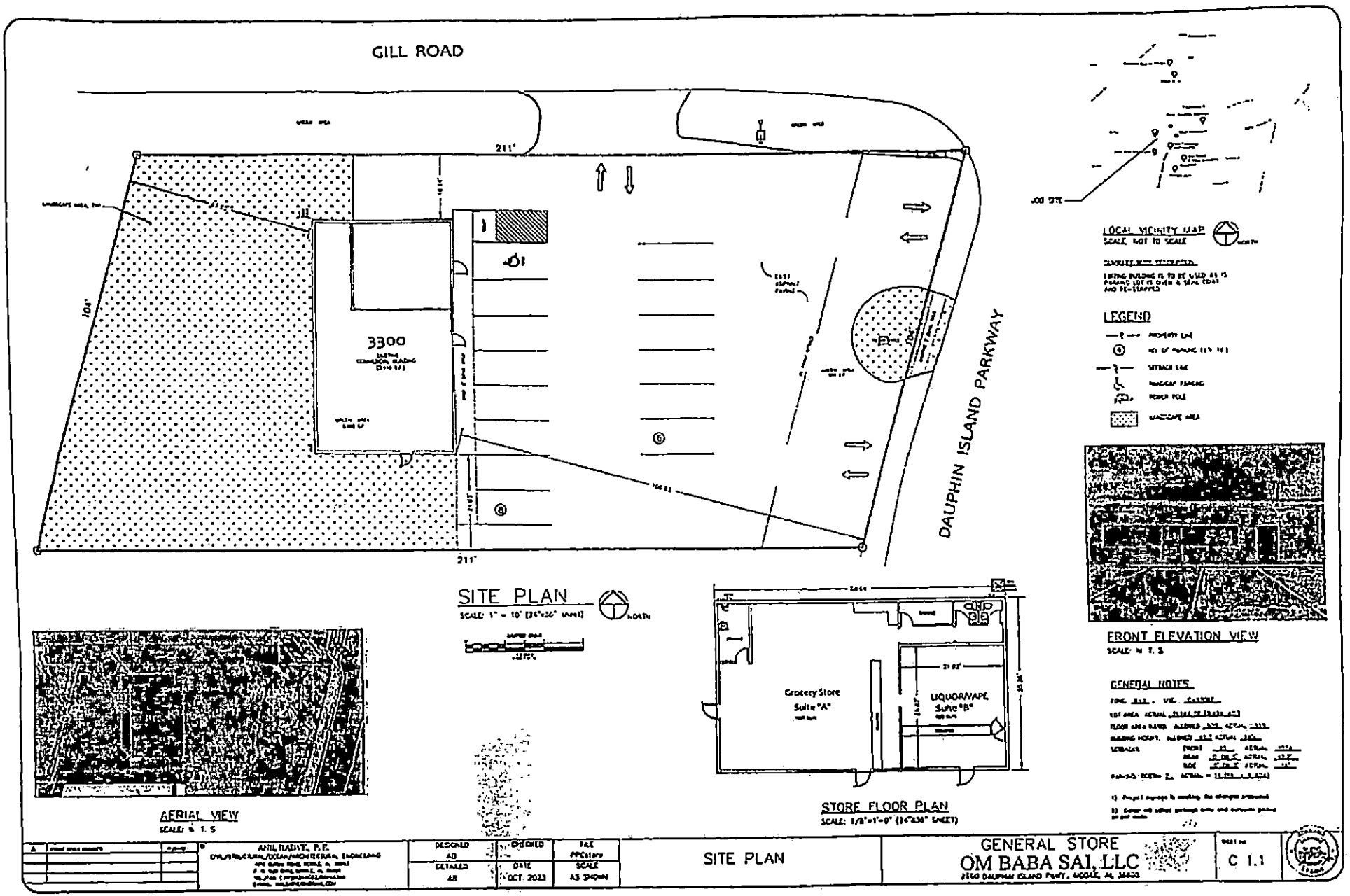
Flood Zone: X-UNSHADED

Sprinkled Building: NO

Building Contractor: OM BABA SAI, LLC

Electrical Contractor: N/A

Deputy Director Of Permitting


GILL ROAD
211'
211'
104'
3300
DAUPHIN ISLAND PARKWAY
SITE PLAN
SCALE: 1" = 10'
LOCAL VICINITY MAP
SCALE: NOT TO SCALE
LEGEND
FRONT ELEVATION VIEW
SCALE: N. T. S
Grocery Store
Suite "A"
LIQUOR/VAPE
Suite "B"
STORE FLOOR PLAN
SCALE: 1/8"=1'-0"
AERIAL VIEW
SCALE: N. T. S
GENERAL NOTES
SITE PLAN
GENERAL STORE
OM BABA SAI, LLC
C 1.1

AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

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	2/22/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/22/2024 - 2:04 PM

R E S O L U T I O N

Sponsored by: Councilmember C. J. Small

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:	Retail Beer (Off Premises Only) Liquor License
Submitted by:	Parkway2, LLC
Location:	Parkway Liquor 3300 Dauphin Island Parkway Suite B Mobile, AL 36605

Adopted:

_____
City Clerk

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

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
02/20/2024	NEW APPLICATION	2024 - 5618	127230	February 27, 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

Gentlemen:

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)

011 - LOUNGE RETAIL LIQUOR CLASS II (PACKAGE STORE)

Legal Business Name **PARKWAY2 LLC**

Trade Name (DBA) **PARKWAY LIQUOR**

Location Address **3300 DAUPHIN ISLAND PKWY STE B**

City, State, Zip Code **MOBILE AL 36605**

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

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

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PO Box 1151 Montgomery AL 36101

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Trade Name (DBA) **PARKWAY LIQUOR**

Location Address **3300 DAUPHIN ISLAND PKWY STE B**

City, State, Zip Code **MOBILE AL 36605**

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

City of Mobile Alcoholic Beverage License Approval Request

TO: City of Mobile City Council
FROM: City of Mobile Revenue Department
RE: Alcoholic Beverage License Request

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
02/20/2024	NEW APPLICATION	2024 - 5618	127230	February 27, 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.

License Type(s)

011 - LOUNGE RETAIL LIQUOR CLASS II (PACKAGE STORE)

Legal Business Name

PARKWAY2 LLC

Trade Name (DBA)

PARKWAY LIQUOR

Location Address

3300 DAUPHIN ISLAND PKWY STE MOBILE AL 36605

Business Contact Person Information			
Name	Title	Phone	Email
MEET P PATEL	OWNER		PARKWAY3300@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? **12.22.2023**

The alcohol license will not be issued until two (2) letters of approval 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
12/07/2023	NEW APPLICATION	2024 - 5618	127230	February 27, 2024

License Type applied for with Alabama ABC Board	2nd License Type applied for with Alabama ABC Board
011 - LOUNGE RETAIL LIQUOR CLASS II (PACKAGE STORE)	

Business Information

Legal Business Name	Trade Name (DBA)
PARKWAY2 LLC	PARKWAY LIQUOR

Business Structure Type	Incorporation Date	Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	08.16.2023	011-094-661	AL	MOBILE

Federal Tax ID (FEIN)	AL State Tax ID
93-2925450	R011934912

Physical Address of Business (Street Address, Suite #)	City	State	Zip Code
3300 DAUPHIN ISLAND PKWY STE B	MOBILE	AL	36605

Mailing Address for Business (PO Box, Street Name, Suite #)	City	State	Zip Code
3300 DAUPHIN ISLAND PKWY STE B	MOBILE	AL	36605

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

Business Contact Person Information

Name	Title	Phone	Email
MEET P PATEL	OWNER ☐ POA		RKWAY3300@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
PARESHKUMAR PATEL		

Property Owner Address	City	State	Zip Code
3924 TRUMBULL COURT	MOBILE	AL	36619

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	License Covers
2,050	0	YES	NO	SINGLE	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? **NO**

Will the business be operated primarily as a package store? **YES**

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)		
PATEL, MEET PARESHKUMAR	OWNER			
Home Street Address	**City**	**State**	**Zip Code**	
		AL		
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**

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

MP 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.

MP 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.

MP 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.

MP 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.

MP 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.

MP 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
Meet Patel	12/07/23
Owner/Applicant Signature	**Title**
	Owner

Sworn to and subscribed before me this 7th day of DECEMBER 20 23

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

Notary Stamp: R SHAWN SKINNER NOTARY PUBLIC State of Alabama - State at Large My Commission Expires Nov. 19, 2025

Signature Page

CITY OF MOBILE

REVENUE DEPARTMENT

December 7, 2023

PARKWAY LIQUOR

3300 DAUPHIN ISLAND PARKWAY STE B

MOBILE, AL 36605 USA

ACCOUNT NUMBER: 127230 TERRITORY 3

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1690261	12/2023	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

12/07/2023 12:44PM JESSICA C
037365-0001

BUSINESS LICENSE

PARKWAY 2 LLC	
127229	
2023 Item: 1690250	
ALCOHOL APPLICATION FEE	$50.00
PARKWAY2 LLC	
127230	
2023 Item: 1690261	
ALCOHOL APPLICATION FEE	$50.00
	$100.00
Subtotal	**$100.00**
TP CC FEE	$3.00
Total	**$103.00**
REVENUE CC	$103.00
**********1015	
Ref=b47df59d-f8cc-426b-b7ab-0d59fbe5dea1	
Auth=864075	
Change due	**$0.00**

Paid by: PATEL/MEET



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: 20231206141808101

Type License: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) **State:** $300.00 **County:** $300.00

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

Trade Name: PARKWAY LIQUOR **Filing Fee:** $50.00

Applicant: PARKWAY2 LLC **Transfer Fee:**

Location Address: 3300 DAUPHIN ISLAND PKWY STE B MOBILE, AL 36605

Mailing Address: 3300 DAUPHIN ISLAND PKWY STE B MOBILE, AL 36605

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

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 001-094-661

Do you sell Draft Beer?:

Date Incorporated: 08/16/2023 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority:

Federal Tax ID: 93-2925450 **Alabama State Sales Tax ID:** R011934912

Name:	Title:	Date and Place of Birth:	Residence Address:
MEET PATEL	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: MEET PATEL
Business Phone: 352-278-7400
Fax:

Home Phone: 352-278-7400
Cell Phone:
E-mail: PARKWAY3300@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: 20231206141808101

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: OM BABA SAI LLC 407-325-1626
What is lessors primary business? REAL ESTATE
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? NO

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 2050 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: PORTION OF
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 miles
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)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231206141808101

Initial each

Signature page

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

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

MP — 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.

XXXX — 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.

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

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

MP — 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.

MP — 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.

MP — 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): Meet Patel

Signature of Applicant:

Notary Name (print): SANDY DURHAM

Notary Signature: 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:**

Receipt Confirmation Page

Receipt Confirmation Number: 20231206141808101

Application Payment Confirmation Number: 96851020

Payment Summary	
Payment Item	**Fee**
Application Fee for License 011	$50.00
Total Amount to be Charged	$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	**County Fee**	**State Fee**	**Total Fee**
011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)	$300.00	$300.00	$600.00
			$0.00
Total Amount to be Charged	$300.00	$300.00	$600.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)
License Type 2:
License County: MOBILE
Business Type: LLC
Trade Name: **PARKWAY LIQUOR**
Applicant Name: **PARKWAY2 LLC**
Location Address: 3300 DAUPHIN ISLAND PKWY STE B
MOBILE, AL 36605
Mailing Address: 3300 DAUPHIN ISLAND PKWY STE B
MOBILE, AL 36605
Contact Person: MEET PATEL
Contact Home Phor
Contact Business Phone:
Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:

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

October 25th, 2023

Dear Mr. Patel,

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

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

xxxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxxx
TCN
NAME:PATEL,MEET PARESHKUMAR
SOC
ABI RESULT:IDENT
SID

CERTIFIED COPY OF ALEA DOCUMENT

10-25-2023 13:09
*ATI
*OPR/AFIS
*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID AL02533304
*-NO RECORD FOUND - REPORT DATE: 10-25-2023 *

*LAST PAGE ON SII

SEQ # 734 MRI

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:

   PARKWAY2 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): MEET PATEL

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

   3300 DAUPHIN ISLAND PKWY MOBILE, AL 36605

   *COUNTY of above address: MOBILE

   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

001-094-661 DLL

Date	08/16/2023
Time	12:38:00
File	$100.00
County	$100.00
Total	$200.00

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 8 / 16 / 2023 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 0 : 38 ○ 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).

8 / 16 / 2023
Date (MM/DD/YYYY)

MEET PATEL
Signature as required by 10A-5A-2.04

LLC MEMBER
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
MEET PATEL		

Wes Allen
Secretary of State

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

STATE OF ALABAMA

I, Wes Allen, 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:

PARKWAY2 LLC

This name reservation is for the exclusive use of MEET PATEL, 3924 TRUMBULL CT, MOBILE, AL 36619 for a period of one year beginning August 16, 2023 and expiring August 16, 2024

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.

August 16, 2023

Date

RES109316

Wes Allen **Secretary of State**

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

Date of this notice: 08-16-2023

Employer Identification Number:
93-2925450

Form: SS-4

Number of this notice: CP 575 A

PARKWAY2 LLC
MEET PATEL MBR
3924 TRUMBULL CT
MOBILE, AL 36619

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 93-2925450. 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 941	10/31/2023
Form 940	01/31/2024
Form 1065	03/15/2024

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.

2023

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011934912	10/31/2023	12/31/2023

ISSUED TO:

PARKWAY2 LLC
3300 DAUPHIN ISLAND PKWY
MOBILE, AL 36605-3813

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

Deputy Commissioner

NAICS CODE: 445110

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 Parkway 2 LLC

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 8 day of Dec. 2023

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Christine Redmond	Christine Redmond	

Notary Stamp

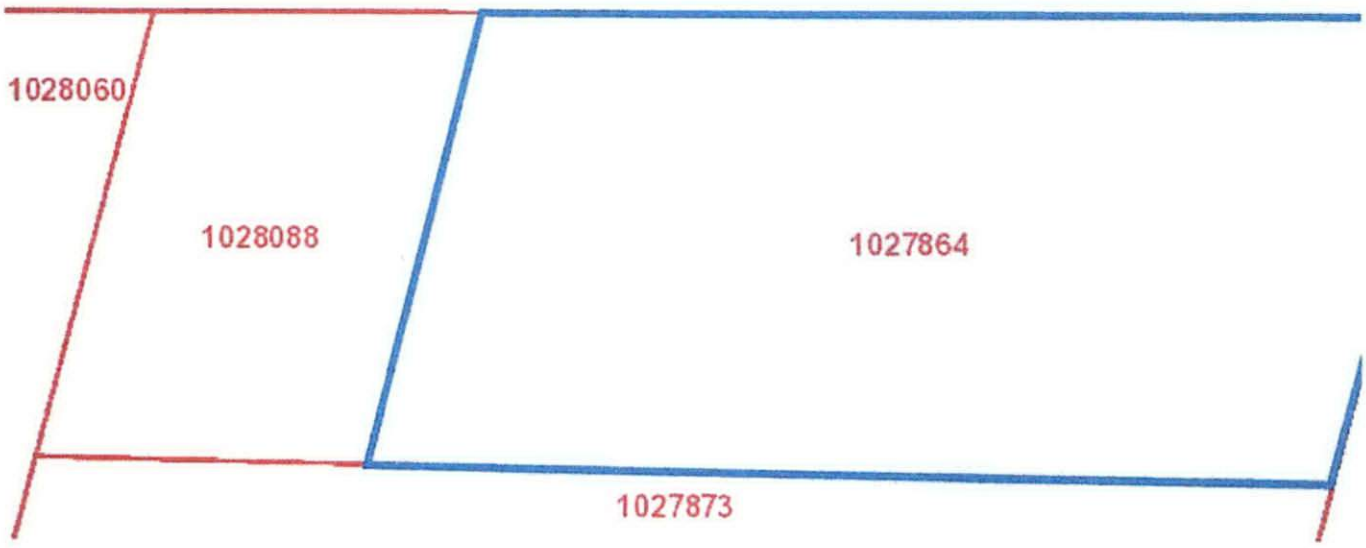
STATE OF ALABAMA NOTARY PUBLIC
CHRISTINE REDMOND
My Commission Expires
August 23, 2027

Owner of Property (Print Name)	Applicant Name (Print Name)
Rajeshkumar Patel	Neel Patel
Owner of Property (Signature)	Applicant Name (Signature)
Street Address	Street Address
City, State, Zip	City, State, Zip
Date Agreement Signed	Date Agreement Signed
	12/08/23

Mobile County Property Search

Key Number: 1027864 For Year 2023

Map



Property Details

Account

Key Number:	1027864
Legal Description:	THE E 211 FT OF LOT 1 OF EDWIN TOWNSENDS SUB #1 IN LOT 1 OF 1ST DIV OF MCVOY TRT MBK 2 P 39
Parcel Number:	3208400001130XXX
Type:	Real
Property Class:	2

Location

Address:	3300 DAUPHIN ISLAND PKWY MOBILE, AL 36605

Owner

Name:	ONAGBOLA ERICA
Mailing Address:	;T
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Information for address:
3300 DAUPHIN ISLAND PKWY



- **Parcel Information:**

Key / ID:
01027864 / R023208400001130.000
Owner:
Onagbola Erica
3300 Dauphin Island Pkwy

Mobile, Al 36605

Subdivision:

- **Jurisdiction:**
City of Mobile

- **Neighborhood Renewal District:**
Community Block Grant Area

- **Revenue District:**
3

- **Township/Range/Section:**
5s1w21

- **Tract Census 2010:**
001901

- **Zipcode:**
Mobile

- **Historic District:**
N/A

- **XY Location(NAD83 State Plane Al West 102 Ft):**
X: 1787045.993
Y: 220048.554

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

Services:

- **Fire District:**
Fire Station 20 Petrey

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

- **Police Precinct / Beat:**
Precinct - 1 / Beat - 19

- **Trash Pickup Day/ Unit:**
Tuesday South - biweekly / Td-6

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

Political:

- **City Council District:**
3 - C.j. Small

- **County Commissioner District:** 3

- **State House District:** 97

- **State Senate District:** 33

School:

- **Elementary School District:**
Gilliard

- **High School District:**
B C Rain

- **Middle School District:**
Pillans

- **School Board District:** 4

Hurricane / Flooding Information:

Please note the information given is at risk assessment, not a fact that your home will or will not flood.

- **Hurricane Evacuation Zones :**
Zone 1

- **Storm Surge Category:** 4

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

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

Inst: # 2023058738 Pages: 1 of 1 I certify this instrument filed on: 9/29/2023 10:24 AM
Doc: ORDR Don Davis, Judge of Probate Mobile County, AL Rec: $5.50
Clerk: JHANCOCK

DOCUMENT 30

ELECTRONICALLY FILED
9/15/2023 2:56 PM
02-CV-2023-900795.00
CIRCUIT COURT OF
MOBILE COUNTY, ALABAMA
SHARLA KNOX, CLERK

FILED SEP 28 '23 AM 10:09 MCPC

IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

OM BABA SAI LLC,
Plaintiff,

V.

ONAGBOLA ERICA,
Defendant.

Case No.: CV-2023-900795.00

CERTIFIED AS A TRUE COPY
This 21st Day of September 2023
Clerk, Circuit Court of Mobile County, Alabama

ORDER

This matter having come before the Court on Plaintiff's Motion For Summary Judgment and based on the pleadings, the references therein to the documents recorded in Mobile County Probate Court, the Affidavit of Plaintiff, and the Report of the Guardian Ad Litem it is ORDERED, ADJUDGED and DECREED that the right, title, and interest of the Plaintiff in and to the property described below is here established and forever quieted:

The East 211 Feet of Lot 1 of Edwin Townsends Subdivision, No. 1 in Lot 3 of the 1st Division of McVoy Tract, according to plat thereof recorded in Map Book 2, Page 39 of the records of the Office of the Judge of Probate Court of Mobile County, Alabama commonly known as 3300 Dauphin Island Parkway, Mobile, Alabama.

Plaintiff shall pay a reasonable Guardian ad Litem fee of $1,210.00 directly to Deena Tyler within 30 days from this Order. All other costs are taxed as paid.

DONE this 15th day of September, 2023.

/s/ BRANDY B HAMBRIGHT
CIRCUIT JUDGE

NOTICE!

Notice is herby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages

License Type(s)

011 - LOUNGE RETAIL LIQUOR CLASS II (PACKAGE STORE)

Legal Business Name

PARKWAY2 LLC

Trade Name (DBA)

PARKWAY LIQUOR

Location Address

3300 DAUPHIN ISLAND PKWY STE B MOBILE AL 36605

Application Number

2023 - 5618

Post Date

12/07/2023

That public hearing on said application has been set before the City Council @ 1030am on Tuesday

December 19, 2023

Date

at the Government Plaza Auditorium (1st floor) located at 205 Government Street, Mobile Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the City of Mobile City Clerk Office

Applicant Signature

Revenue Dept Representative

R Shawn Skinner

In accordance to City of Mobile Code , the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

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)
Parkway 2 LLC	Parkway Liquor

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
3300 Dauphin Island Pkwy, Suite B	Mobile	AL	

Business Contact Person Information

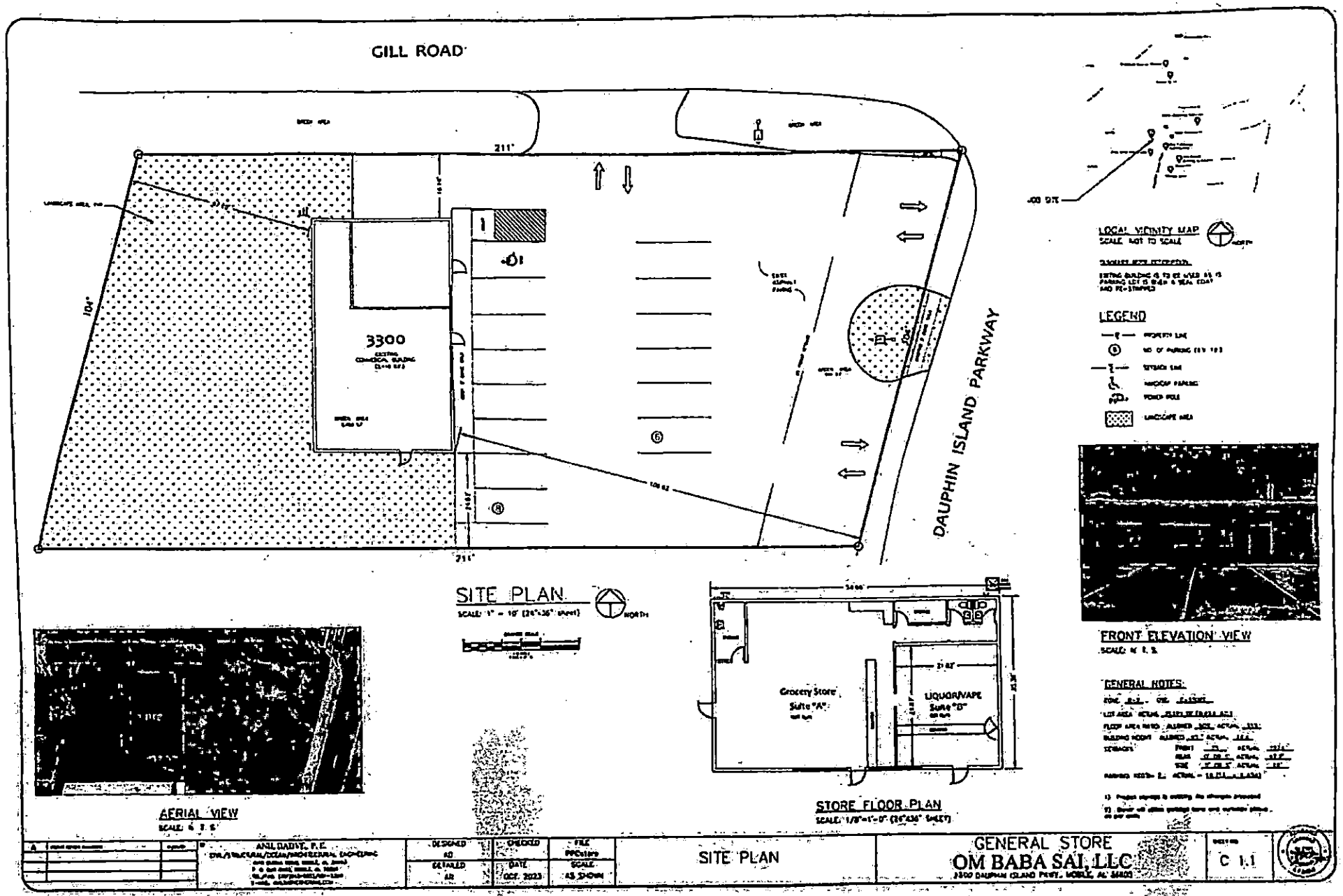
Name	Title	Phone	Email
Meet Patel	Owner		

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved

Comments

Print Name	Signature	Date


GILL ROAD
211'
104'
3300
DAUPHIN ISLAND PARKWAY
SITE PLAN
LOCAL VICINITY MAP
SCALE: NOT TO SCALE
LEGEND
FRONT ELEVATION VIEW
GENERAL NOTES:
AERIAL VIEW
Grocery Store
Suite "A"
LIQUOR/VAPE
Suite "B"
bar
STORE FLOOR PLAN
ANIL DADIVE, P.E.
DESIGNED
AD
CHECKED
DRAWN
AR
DATE
OCT. 2023
SCALE
AS SHOWN
SITE PLAN
GENERAL STORE
OM BABA SAI, LLC
C 1.1

CITY OF MOBILE
BUILD MOBILE
CERTIFICATE OF OCCUPANCY

Certificate Number
10784

Date: 2/14/24

This certificate issued pursuant to the requirements of the 2021 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-125777-2024

Name of Business (Building) LIQUOR/VAPE SHOP

Building Address 3300 DAUPHIN ISLAND PKWY UNIT B

Owner of Building OM BABA SAI, LLC

OCC LOAD 4

Architect / Engineer: N/A

Occupancy Type: BUS

Type of Construction: N/A

Fuel Gas Contrator: N/A

Plumbing Contractor: N/A

Mechanical Contractor: N/A

Zoning Classification: B-2

Flood Zone: X-UNSHADED

Sprinkled Building: NO

Building Contractor: OM BABA SAI, LLC

Electrical Contractor: N/A

Building Official / Title Frank C Palombo Deputy Director Of Permitting

AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

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	2/22/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/22/2024 - 2:21 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **611 McDonough Street**

Sponsored by: Councilmember Cory Penn

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolished*** of the structure at **611 McDonough Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolished*** of the structure **611 McDonough Street** to be **$2,500.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **$2,500.00** shall constitute a special assessment against the property at structure **611 McDonough Street** and being that property more particularly described as follows:

LOT 41 MCDONOUGH SUBDIV DBK 156 P 495 GRT SEC 44 T4S R1W#SEC 44 T4S R1W #MP29 02 44 0 015

Parcel No.: **29 02 44 0 015 329**

Owner: **PARKER BIRDIE LEE C/O JANICE HOLLINGSWORTH**
508 E 15TH ST
LAUREL MS 39440-3118

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolished*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **February 27, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **611 McDonough Street**, for the proposed amount of **$2,500.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert
City Clerk

January 3, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-145-22	**611 McDonough Street**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 41 MCDONOUGH SUBDIV DBK 156 P 495 GRT SEC 44 T4S R1W #SEC 44 T4S R1W #MP29 02 44 0 015

Parcel Number: **29 02 44 0 015 329**
Amount: ~~**$2,300.00**~~ $2,500.00
Assessed: PARKER BIRDIE LEE C/O JANICE HOLLINGSWORTH
508 E 15TH ST
LAUREL MS 39440-3118

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member, Corey Penn, David Daughenbaugh, James Roberts, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

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	2/22/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/22/2024 - 2:22 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **559 North Carolina Street**

Sponsored by: Councilmember Cory Penn

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolished*** of the structure at **559 North Carolina Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolished*** of the structure **559 North Carolina Street** to be **$8,700.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **$8,700.00** shall constitute a special assessment against the property at structure **559 North Carolina Street** and being that property more particularly described as follows:

BEG AT SE COR WARREN & NORTH CAROLINA STS TH RUN E ALG S/L OF NORT HCAROLINA ST 69.2 FT TO PT TH S & PAR WITH WARREN ST 100 FT TO PT TH 2 & PAR WITH NORTH CAROLINA ST 69.2 FT TO PT TH N ALG E/L WARREN ST DIS OF 11 FT TO POB SEC 37 T 4S R1W #SEC 37 T 4S R1W #MP29 10 37 0 003

Parcel No.: **29 10 37 0 003 009**

Owner: **MAGEE BETTIE C/O KENNITA P LETT**
219 DAUPHIN ISLAND PKWY APT 106
MOBILE, AL 36605

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolished*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **February 27, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **559 North Carolina Street**, for the proposed amount of **$8,700.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert
City Clerk

January 5, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-123-22	**559 North Carolina Street**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: BEG AT SE COR WARREN & NORTH CAROLINA STS TH RUN E ALG S/L OF NORTH CAROLINA ST 69.2 FT TO PT TH S & PAR WITH WARREN ST 100 FT TO PT TH W & PAR WITH NORTH CAROLINA ST 69.2 FT TO PT TH N ALG E/L WARREN ST DIS OF 100 FT TO POB SEC 37 T4S R1W #SEC 37 T4S R1W #MP29 10 37 0 003

Parcel Number: **29 10 37 0 003 009**
Amount: ~~**$ 8,500.00**~~ $8,700.00
Assessed: MAGEE BETTIE C/O KENNITA P LETT
219 DAUPHIN ISLAND PKWY APT 106
MOBILE, AL 36605

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member, C. J. Small, David Daughenbaugh, James Roberts, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

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	2/22/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/22/2024 - 2:25 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **1156 Oliver Street**

Sponsored by: Councilmember C. J. Small

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolished*** of the structure at **1156 Oliver Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolished*** of the structure **1156 Oliver Street** to be **$1,950.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **$1,950.00** shall constitute a special assessment against the property at structure **1156 Oliver Street** and being that property more particularly described as follows:

PART LOT C ROWELL EST S/D MBK 4 P 160 DESC AS BEG AT A PT ON W/L OLIVER ST 195 FT FLY FR COR OF SAID ST & POLLARD LANE THE CONT SLY 91 FT TH 2 210.5 FT N 60 FT E 142 FT TO POB #SEC 51 T4S R1W #MP29 09 51 0 007

Parcel No.: **29 09 51 0 007 213**

Owner: **THOMPSON HORACE S & MILDRED S**
1156 OLIVER ST
MOBILE AL 36606-2147

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolished*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **February 27, 2024**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **1156 Oliver Street**, for the proposed amount of **$1,950.00**.

If you have any questions regarding this matter, please contact the City of Mobile ***Municipal Enforcement Department at (251) 208-1538***.

Lisa C. Lambert

Lisa C. Lambert
City Clerk

January 5, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-184-22	**1156 Oliver Street**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: PART LOT C ROWELL EST S/D MBK 4 P 160 DESC AS BEG AT A PT ON W/L OLIVER ST 195 FT SLY FR SW COR OF SAID ST & POLLARD LANE TH CONT SLY 91 FT TH W 210.5 FT N 60 FT E 142 FT TO POB #SEC 51 T4S R1W #MP29 09 51 0 007

Parcel Number: **29 09 51 0 007 213**
Amount: ~~**$1,750.00**~~ $1,950.00
Assessed: THOMPSON HORACE S & MILDRED S
1156 OLIVER ST
MOBILE AL 36606-2147

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member, C. J. Small, David Daughenbaugh, James Roberts, file copy

AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Council District 1	Cory Penn	2 Cases
Council District 2	William Carroll	13 Cases
Council District 3	C J Small	7 Cases
Council District 4	Ben Reynolds	0 Cases
Council District 5	Joel Daves	0 Cases
Council District 6	Josh Woods	0 Cases
Council District 7	Gina Gregory	0 Cases

Purpose and Scope of Project:

Declare weeds noxious, Group 1654

Effective Date of Contract:

2/27/2024

Funding Source

Project # Weed Lien Group 1654 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Declare weeds noxious, Group 1654	Backup Material	2/22/2024
resolution	Cover Memo	2/22/2024

REVIEWERS:

Department	Reviewer	Action	Date
Municipal			2/22/2024 - 2:17

Enforcement	Gauthier, Lana	Approved	PM

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **February 19, 2024**

SUBJECT: WEED LIEN GROUP **1654**

Attached, please find Assessment Lists for Weed Lien Group Number **1654** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 2/27/2024

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 4/2/2024

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

**********FOR LOT CLEANING OFFICE USE**********

NUISANCE PHOTOS (DATED): 2/29/2024

LEGAL NOTICE DUE TO LAGNIAPPE: 3/14/2024

LEGAL NOTICE ADS: 3/20/2024-3/27/2024

POSTING DATE: 3/26/2024

Copy to: Marchetta Taite

	WEED LIEN	
	1654	Res. No.
2/27/2024	LOTS TO BE DECLARED	58-
4/2/2024	LOTS FOR PUBLIC HEARING	58-
//2023	LOTS TO BE ASSESSED FOR COST	58-

		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	12 Washington Pl	32304	34412		2	
2	520 Yukers St	29793	34413		2	
3	164 Hemley Ave	31921	34414		2	
4	2665 Murrell Lane	32416	34415		1	
5	2601 Pierce St	29480	34416		1	
6	1303 Gulf Field Dr E	31250	34417		3	
7	1611 Van Dorn St	26989	34418		3	
8	0 Peach St	33466	34419		2	
	Par No (29 06 13 0 002 601)					
9	1158 Adams St	33363	34420		2	
10	659 Peach St	33449	34421		2	
11	610 Cedar Ave	31784	34422		2	
12	1209 Chinquapin St	26712	34424		2	
13	607 Cedar Ave	31639	34425		2	
14	1314 Pecan St	28358	34426		2	
15	1312 Menas Ave	31588	34427		2	
16	608 S Carolina St	32554	34428		3	
17	658 S Carolina St	32558	34429		3	
18	606 S Carolina St	32553	34430		3	
19	604 S Carolina St	32547	34431		3	
20	963 Dearborn St	32533	34432		3	
21	204 Locust St	33000	34433		2	
22	1054 Chinquapin St	33115	34434		2	
				$ -		

Distr	
1	2
2	13
3	7
4	0
5	0
6	0
7	0
	22

0

*ADD Added in from other Groups

*CBO Cut By Owner

*N/A Taken out by Inspector

Larry Jackson 2/22/24

Marcheta Jacks 2.22.24

A RESOLUTION DETERMINING WHAT OBJECTIONS SHALL BE ALLOWED AND WHAT OBJECTIONS SHALL BE OVERRULED TO THE REMOVAL OF NOXIOUS OR DANGEROUS WEEDS ON OR IN FRONT OF CERTAIN PARCELS OF LAND.

WHEREAS, notice has been duly given and posted at least five days prior to the date of this resolution in the manner provided by law offering full opportunity to all interested parties to object to the removal of noxious or dangerous weeds on the hereinafter described parcels of land, and the City Council of Mobile having held such public hearing in connection with the notices given and no objections having been filed or made by any of the interested parties; and

WHEREAS, Parcels Nos. 1 through **21** described in the resolution adopted on the **23rd** day of **January, 2024**, have not been cleared of noxious and dangerous weeds and continue to be public nuisances.

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

SECTION 1. It is hereby ascertained and determined that the dangerous and noxious weeds growing on the hereinafter described parcels of real property are public nuisances, and it is hereby ordered and directed that the employees of the City of Mobile assigned to that work promptly remove the weeds on such parcels of property:

PARCELS OR PIECES OF PROPERTY ON WHICH NOXIOUS OR DANGEROUS WEEDS ARE TO BE REMOVED:

Parcels of real property located in the City of Mobile and more particularly described as Parcels Nos. 1 through **21**, as described in the resolution adopted on the **23rd day of January, 2023**, and entitled: "A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES."

(Lot Cleaning Liens, Group No.**1652** on file in the office of the City Clerk).

SECTION 2. The employees of the City of Mobile assigned to the work required by this resolution are hereby expressly authorized to enter upon such described pieces of property for the purpose of removing the weeds authorized by this resolution to be removed. The owner of any of the above-described pieces of property shall have the right to remove the weeds ordered by this resolution to be removed from this property provided such removal is done prior to the arrival of the employees of the City of Mobile against his property by reason of any action taken hereunder. An accurate account of the costs with respect to each piece of property shall be kept by the employees of the City of Mobile covering the costs of removing such weeds in front of or in front of or on each separate lot or parcel of land where the work is done by the City of Mobile or its employees, and promptly thereafter an itemized report in writing shall be made to the City Council showing such costs with respect to each separate lot or parcel of land but before the report is submitted to the City Council a copy of the itemized costs with respect to each such lot or parcel of land shall be posted for at least three days prior to such report on the door of the Council Chamber at the City Hall of Mobile, Alabama, together with a notice of the time when the report will be submitted to the City Council for confirmation.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

Submitted by:

Joseph Snowden, Executive Director of Administrative Services

Sponsored by:

Mayor William S. Stimpson

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Cover Memo	2/2/2024

REVIEWERS:

Department	Reviewer	Action	Date
Adminstrative Services	Gauthier, Lana	Approved	2/22/2024 - 2:27 PM

January 2, 2024

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:

- **JANUARY 2024 – Nadine Jones (Employee #20649) Administrative Services**

  Animal Services - Animal Placement Specialist/Rescue

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:2/27/2024

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Gina Gregory

Purpose and Scope of Project:

Funds will be used to assist with the 2024 Saints Run on March 24, 2024

Amount of Contract:

$1,200.00

Funding Source

Project # DSC-07/10041020-42080 **Discretionary Funds** DSC-07

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - ST. PAUL'S EPISCOPAL SCHOOL	Cover Memo	2/22/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	2/22/2024 - 1:52 PM

60- 2024

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Gregory

WHEREAS, Councilmember Gregory wishes to appropriate **$1,200.00** to St. Paul's Episcopal School, from her discretionary funds; and

WHEREAS, St. Paul's Episcopal School., 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 St. Paul's Episcopal School, will be used to assist with the 2024 Saints Run on March 24, 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 **$1,200.00** to St. Paul's Episcopal School, for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Gina Gregory

Purpose and Scope of Project:

Funds will be used to assist with the 19th Annual Unity Walk Weekend Celebration on September 13-15, 2024

Amount of Contract:

$500.00

Funding Source

Project # DSC-07/10041020-42080	**Discretionary Funds** DSC-07
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - KINGDOM COVENANT CONNECTIONS, INC.	Cover Memo	2/22/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	2/22/2024 - 1:55 PM

60- 2024

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Gregory

WHEREAS, Councilmember Gregory wishes to appropriate **$500.00** to Kingdom Covenant Connections, Inc., from her discretionary funds; and

WHEREAS, Kingdom Covenant Connections, Inc., is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Kingdom Covenant Connections, Inc., will be used to assist with the 19th Annual Unity Walk Weekend Celebration on September 13-15, 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 **$500.00** to Kingdom Covenant Connections, Inc., for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Gina Gregory

Purpose and Scope of Project:

Funds will be used to assist with the support of advocating against all violence

Amount of Contract:

$500.00

Funding Source

Project # DSC-07/10041020-42080 **Discretionary Funds** DSC-07

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - MOTHERS INVOLVED AGAINST GUN VIOLENCE	Cover Memo	2/22/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	2/22/2024 - 2:02 PM

60- 2024

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Gregory

WHEREAS, Councilmember Gregory wishes to appropriate **$500.00** to Mothers Involved Against Gun Violence., from her discretionary funds; and

WHEREAS, Mothers Involved Against Gun Violence, 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 Mothers Involved Against Gun Violence, will be used to assist with the support of advocating against all violence, 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 **$500.00** to Mothers Involved Against Gun Violence, 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:2/27/2024

Submitted by:
Donna Bryars, Comptroller

Sponsored by:
Councilmember Josh Woods

Purpose and Scope of Project:
Funds will be used to assist with the Seminars and Entertainment venue

Amount of Contract:
$2,000.00

Funding Source

Project # DSC-06/10041020-42080 **Discretionary Funds** DSC-06

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - PROVIDENCE FOUNDATION	Cover Memo	2/22/2024

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	2/22/2024 - 2:04 PM

60- 2024

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Woods

WHEREAS, Councilmember Woods wishes to appropriate **$2,000.00** to Providence Foundation, from his discretionary funds; and

WHEREAS, Providence Foundation, 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 Providence Foundation, will be used to assist with the Seminars and Entertainment venue, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **$2,000.00** to Providence Foundation, 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:2/27/2024

Submitted by:

Scott Kearney, IT

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Purchase software to replace current criminal records management system that does not meet the needs of the Police Department.

Amount of Contract:

$600,000.00

Funding Source

Project # C0942 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION	Resolution Letter	2/22/2024
CWS Statement of Work	Backup Material	2/22/2024
agreement	Cover Memo	2/22/2024
email	Cover Memo	2/22/2024

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Kern, Chris	Approved	2/22/2024 - 3:01 PM
Legal	Kern, Chris	Approved	2/22/2024 - 3:02 PM
Capital	Rhodes, Brenda	Approved	2/22/2024 - 4:34 PM

Mayors Office	Barber, James	Approved	2/22/2024 - 4:47 PM

2024

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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 to execute and attest, respectively, for and on behalf of the City of Mobile, the Master Services Agreement between the City of Mobile and CWS Group, Inc. and the Statement of Work for the Mobile Police Department RMS Core, attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk.

ADOPTED: _____

_____
City Clerk

CWS Group, Inc.

STATEMENT OF WORK

FOR

PROJECT: City of Mobile – Mobile Police Department RMS Core

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General Information
This Statement of Work ("SOW") is entered into and agreed upon effective as of November 13, 2023 (the "Commencement Date") by and between CWS Group, Inc. ("CWS") and the customer identified below ("Customer"). This SOW is supplemental to, will be governed by, and expressly incorporates by reference the entirety of that certain Master Services Agreement between CWS and Mobile Police Department dated November 13, 2023 (the "Agreement"). If the Customer identified below is not a party to the Agreement identified above, then the Customer identified below agrees that upon incorporation of the Agreement into this SOW all provisions applicable to the "Customer" in the Agreement shall be applicable to the Customer identified below. Upon execution by CWS and Customer, this SOW shall constitute a binding agreement. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

Commencement Date:	October 31, 2023
Customer Name:	City of Mobile – Mobile Police Department
Designated Location:	
Customer Contact:	Major William Reed
Customer Phone:	Customer Email:

Statement of Work Approval (Customer)			
Print name of authorizing person:			
Print title of authorizing person:			
Signature of authorizing person:		Date:	

Statement of Work Approval (CWS)	
Print name of authorizing person:	
Print title of authorizing person:	

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Signature of authorizing person:		Date:	

Statement of Work Approval (Other Stakeholders)			
Print name of authorizing person:			
Print title of authorizing person:			
Signature of authorizing person:		Date:	

Statement of Work Amendment History

Version	Date	By	Approval Signature
			Customer:
			CWS:
			Customer:
			CWS:
			Customer:
			CWS:
			Customer:
			CWS:
			Customer:
			CWS:

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1. Introduction

This Statement of Work ("SOW") defines scope, project services, deliverables, dependencies, assumptions, and responsibilities of the Customer and CWS for the implementation of the Scope of Work (the "Project") defined below.

All services outlined in this SOW are offered and delivered based on and subject to the following assumptions and prerequisites, which are the sole responsibility of the Customer. CWS shall not be responsible for any delays in project implementation and/or system performance problems if and to the extent that such delays and/or system performance problems result from the non-conformance of the Customer's environment and personnel with such assumptions and prerequisites. Where CWS personnel are requested to rectify non-conformance with such assumptions and prerequisites, the Customer will be charged for such services at time and materials rates separate from and in addition to the price quoted for the applicable services in the Pricing Details section herein. The term of the Project shall start at the Commencement Date and continue unless terminated pursuant to Section 13 of the Agreement.

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2. Scope of Work

The scope defines the boundaries of the project, outlining what is included in the project based on the products and services purchased by the Customer. Anything not outlined below is outside the scope of this project.

The Customer has procured the following products, ancillaries, and interfaces to be delivered under this SOW.

A. RMS Core

a. Applications. Included in RMS Core are the following modules:
   i. Records Management System
   ii. Personnel/User Management[1]
   iii. Property/Evidence[2]
   iv. Incident Reporting
   v. Reporting
      1. CID Unit Summary
      2. DV Summary
      3. ICE Status/Summary
      4. Narcotics Activity
      5. Patrol Monthly/Summary
      6. Intelligence
      7. Special Ops Monthly/Summary
   vi. Citation and Crash Search
   vii. Incident Search
   viii. Case Review
   ix. Crime Mapping (by Crime type)
   x. Security (Management of Users and Roles)

b. Interfaces. Interfaces available based on procurement are as follows:
   i. Online RMS Core user interfaces
   ii. Incident Interface display based on 911 data received
   iii. Records Administration Maintenance Interfaces

c. Custom Functionality, Ancillaries, and/or Interfaces. Included in RMS Core are the following ancillaries based on Customer's purchase:
   i. Integration with LexisNexis Citizen Online Reporting
   ii. eCrash
   iii. eCitation
   iv. Warrants (when feature becomes available)
   v. JMS/Mugshots

[1] The Personnel/User Management module shall include only the following basic functionalities: Department Entry; Add/Edit employees/users; Case routing by Supervisors (new and previously assigned); Employee assignment to department; and Supervisor assignment to department.
[2] The Evidence/Property module shall include only the following basic functionalities: Ability to search and manage incident property/evidence; track receipt of property/evidence items from officers, assign items to location, document chain of custody, and return to owner/ turn-in; and the ability to manage agency property items and assign or unassign those items to agency personnel.

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B. Data Conversion Services
C. Training (40 hours)
D. Hosting (on Microsoft Azure platform)
E. Maintenance and Support

Purchased Services:

1. Configuration and Delivery of RMS Core Software (the "Licensed Program").
2. Data Conversion Services (Tyler Database) – Conversion of all Customer Data from Tyler database from 2016 to Present including new, supplemental and updated records. (the "Specified Legacy Application Data").
3. Training. 40 hours of onsite services (additional days can be purchased at $1000/per day). A "day" is defined as one person for 8 hours per day.
4. Cloud-based Hosting on Microsoft Azure platform.
5. Maintenance and Support for the Licensed Program after Cutover is included. All other maintenance and support billed separately as described herein.

The Customer understands and acknowledges that this project will deliver a set of products as outlined in the table above with functionality, features, integration and workflows which are designed to operate as delivered to the Customer and will not be customized, modified, altered, added or changed by CWS at the Customer's request other than as specifically identified and priced in this SOW or a subsequently issued Change Order. Additional features and enhancements to RMS Core modules may be ordered by Customer and delivered by CWS pursuant to a subsequently issued Change Order. Accordingly, the Customer accepts the CWS product(s) as-is and will not require functionality or feature gaps based on comparison to Customer's existing installed applications or CWS's other product lines; Customer's internal workflows are subject to change to adapt to the CWS Products.

A product functional specification is listed in ***Attachment A: RMS Functional Specifications.*** It will be used in the Quality Control report and User Acceptance Testing described in Section 3.3.1.

A detailed project schedule is listed in ***Attachment B: Project Schedule***.

A list of all standard reports is listed and described in ***Attachment C: Standard Reports.***

The following features and/or functionality are excluded from the scope of the project, including but not limited to:

- CWS maintenance and support obligations do not extend to resolution of errors resulting from (a) use of the Licensed Programs with third party software or equipment which has not been previously approved by Licensor, (b) any non-Licensor modification to the Licensed Program, or (c) other technical issues not caused by Defects of the Licensed Programs.
- RMS Core modules not described herein.

CWS reserves the right to deploy, rollout and/or phase out the following items based on availability and shall not constitute a requirement for cutover of the overall project.

- Any modules, features and/or interfaces specifically identified in the SOW as roadmap or future development and listed in the table above under the column named: "Custom Functionality, Ancillaries and/or interfaces".
- Delays or unavailability of external systems and/or interfaces not made available by the Customer or third-party agencies to CWS.

3. Scope of Services & Responsibilities

This section defines the principal services and responsibilities of the Customer and CWS for the implementation of the Scope of Work as set forth above. Scope of services in this SOW may be completed concurrently, sequentially, or non-sequentially as determined best by CWS. Many project tasks are assigned to or dependent on Customer resources.

3.1 PROJECT MANAGEMENT SERVICES

A project manager from CWS will be assigned to the Customer to work with the Customer's designated Project Manager each of whom shall be responsible for the items outlined below.

- CWS's project manager shall provide oversight, definition, tracking, and guidance of the Project to optimize successful delivery of the Customer's Project in accordance with this SOW, Customer's Project Manager's inputs consistent therewith, and following project management best industry standards.
- CWS's project manager will enforce and administer the Agreement and SOW inclusive of any project Change Orders and invoices. The Customer's Project Manager is to comply with the Agreement, SOW, project Change Orders, and invoices.
- CWS's project manager will provide management for major activities as described herein. The Customer's Project Manager is to manage the expectations of the Stakeholder Management Team, (herein defined as key Customer representatives, sponsors, stewards, third parties, and others), project team, end users, and general public regarding the tasks to be completed on the project.
- CWS's project manager shall schedule all CWS staff and subcontractor support to ensure project progress and completion in accordance with the project schedule. The Customer's Project Manager is expected to coordinate and facilitate all Customer staff and third-party (vendors and/or agencies) training and support to ensure project progress and completion in accordance with the SOW and project schedule.
- Jointly with the Customer develop the following plans and teams:
    - Project Schedule Plan. This plan will be developed to ensure schedules, and resource contracts for all the activity that must occur during the implementation for CWS and Customer personnel.

Deliverables:

- Project Schedule Plan

3.2 PROJECT PLANNING

Within seven (7) days of the Commencement Date, CWS will start the project definition and planning phase.

3.2.1 Project Initiation/Kickoff Meeting

The objective of this meeting includes:

a. Conduct formal review of project scope and services defined in this SOW.
b. Establish a clear chain of communication and authority.
    - System Configuration Review
    - Data Conversion Review

CWS Responsibilities include:

- At CWS's discretion, schedule a kickoff meeting remotely at a mutually agreed time with the Customer but not to exceed fifteen (15) days from the Commencement Date, and provide agenda five (5) business days prior to the scheduled meeting.
- Conduct the kickoff meeting and provide the appropriate resources to comply with the objective stated above.
- Jointly with the Customer review and agree with the project scope and services by completing a

final scope statement. Any deviations from the signed SOW will be handled via Change Order. This step will be executed upon the completion of all of the review sessions.

Customer Responsibilities include:

- Provide adequate participation from stakeholders, decision makers, and department users during the kickoff meeting.
- Work with CWS on the final definition of scope delivery in accordance with the Agreement, SOW, and any applicable Change Order. Any deviations from the signed SOW will be handled via Change Order. This step will be executed upon the completion of all of the review sessions.

Deliverables:

- Kickoff agenda and meeting

3.2.2 RMS Data Conversion Review (if necessary)

The objective of this meeting is to evaluate the Customer's existing data to be converted for implementation and use in the Licensed Program and create a Data Conversion Scope Document.

CWS Responsibilities include:

- Remotely, schedule the data conversion review meeting at a mutually agreeable time with the Customer.
- Conduct the data conversion review meeting and provide the appropriate resources to comply with the objective stated above.

Customer Responsibilities include:

- Participate in the data conversion review and provide adequate personnel participation. Participation needs to include personnel with an understanding of Customer's existing product and who are capable of making decisions for the Customer and/or provide information about current business processes and requirements.
- Provide data that is to be converted in a usable format. As the owner of such data, it is the Customer's responsibility to extract the data from the existing system or provide the data files to CWS.
- All data shall be owned by the Customer. As owner of such data, it is the Customer's responsibility to ensure the integrity, accuracy and completeness of such data. CWS shall have no liability of any kind related to any pre-existing error, loss of, issue, defect, or cause of action arising out of or related to such data.

3.3 PROJECT EXECUTION

CWS will start the rollout of the project in conformance with the agreed upon project schedule. The high-level activities are included below.

3.3.1 Licensed Program Configuration and/or Customizations (if applicable)

The Licensed Program shall be configured by CWS with appropriate inputs, enhancements, and customizations as may be provided or requested by Customer. Except as provided herein, the Custom Functionality, Ancillaries, and/or Interfaces identified in Section 2.A.c. shall be available at Cutover. CWS reserves the right to deploy, rollout and/or phase out the following items based on availability and shall not constitute a requirement for Cutover of the overall project.

- Any modules, features and/or interfaces specifically identified in the SOW as roadmap or future development.
- Enhancements and additional functionality to the Warrants, Personnel/User Management

and Evidence/Property modules as requested by Customer.
- Delays or unavailability of external systems and/or interfaces not made available by the Customer or third-party agencies to CWS.

CWS Responsibilities include:
- Configure and install the Licensed Program in accordance with Section 2.
- Perform Quality Control (QC) testing of completed systems.
- Deliver QC report listing all functionality in Attachment A tested and approved.

Customer Responsibilities include:
- Conformance and on-time delivery of all activities as set forth and agreed upon in the project schedule.
- Satisfaction and availability of the Infrastructure Requirements described in Section 5 herein.
- User Acceptance Testing (UAT) of all functionality listed in Attachment A.

Deliverables:
- Licensed Program configuration and testing.

3.3.2 License of Licensed Program

Beginning on the date of Cutover (as defined herein), the Licensed Program shall be licensed to Customer for a term of four years (the "Initial Subscription Term") for the Annual License Cost set forth in the Pricing Details herein. Unless otherwise terminated pursuant to the Agreement, the Subscription Term shall automatically renew for successive one-year Subscription Terms (each a "Renewal Subscription Term") subject to CWS's adjustment of the Annual License Cost as described in Section 3.6 of the Agreement.

3.3.3 RMS Data Conversion(s) Execution

This task includes two (2) major activities, stated below, that will be performed independently of each other based on the agreed upon schedule. Final Data Conversion might be executed prior or post Cutover as agreed upon by both parties.
- Initial extraction, conversion, loading, and testing of the Specified Legacy Application Data into the new application database(s), based upon the approved data conversion plan created during the planning phase; and
- Final data conversion.

CWS Responsibilities include:

Initial Data Conversion:
- Following receipt of all necessary items from the Customer, perform an initial process to convert a portion of the Specified Legacy Application Data for testing and review.
- Review resulting test files with the Customer, document any problems, and collaborate with the Customer on a plan for corrective action.

Final Data Conversion:
- Notify the Customer in writing, immediately following the conversion of the Specified Legacy Application Data to RMS Core, that the product(s), ancillary(ies) and interface(s) are complete.

Customer Responsibilities include:
- Customer must be able to provide the appropriate Specified Legacy Application Data, including file layouts and specifications, data dictionaries, reports, etc. in a format specified as follows:

    - Provide Specified Legacy Application Data in a timely fashion. Failure to submit functional data within the timeline specified will result in project timelines being rescheduled to a later date.
    - Provide virus-free data to be converted in an acceptable format, which includes delimited or fixed column ASCII text, MS Access, MSSQL 6.5 and later, ODBC Compliant data base with drivers and .XLS spreadsheet, via acceptable media which includes CD ROM, DVD or CWS provided ftp site. Assist CWS in mapping the existing values to those required for the new CWS databases.
- Review converted Specified Legacy Application Data in a timely manner.
- Review resulting test files with CWS, document any problems, and collaborate with CWS on a plan for corrective action within three (3) business days of receiving the results.
- Correct any problems identified during the initial data conversion task in accordance with the agreed upon schedule.
- Provide CWS with the complete set of final Specified Legacy Application Data files to be converted in accordance with the data conversion plan.
- The Customer has ten (10) business days to review the data conversion and note any discrepancies and/or changes, if no discrepancies and/or changes are identified during this time period, the data conversion is deemed accepted. In the event CWS identifies missing data items that are required by the State or Federal Crime Reporting Agency, Customer shall correct or supplement the missing data.

Deliverables:

- RMS Records Initial Conversion
- RMS Records Final Data Conversion

3.3.4 Training

Provide the number of hours of Train-the-Trainers user training for the Licensed Program described in the table of Purchased Services in Section 2; Training will be conducted at the Customer's location, unless otherwise noted below, on the dates and times mutually agreed upon by Customer and CWS. Customer's users who do not attend some or all of the scheduled training sessions may attend make-up training upon Customer's purchase of additional training days.

CWS Responsibilities include:

- If applicable, Provide training materials prior to the training sessions.
- Provide onsite training in accordance with the terms set forth in Section 2.

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Customer's Responsibilities include:

- Participate in the training sessions by providing adequate personnel participation.
- Provide the appropriate training area and workstations for the CWS trainers, including internet access, server and workstation access, teacher's workstations, overhead projector, whiteboard, and markers.
- For training the trainer classes ensure that all staff personnel are trained prior to cutover operations.

Deliverables:

- Training Sessions

3.3.5 Cutover

Cutover means the implementation and "go-live" of the Licensed Program at the Customer's premises so that the Licensed Program, made available as a hosted service, is available to Customer's personnel in accordance with CWS specifications in all material respects. Once all other phases and tasks are completed, CWS will develop a Cutover Readiness Plan with the Customer that will illustrate the requirements, and activities required to bring into production use the Scope of Work defined in Section 2. The execution of Cutover will be at the mutually agreed date with the Customer.

The Customer may elect not to Cutover any single application, ancillary module or major feature; however, this shall not prevent CWS from proceeding with Cutover or any subsequent task. CWS will support the Cutover of any pending application, ancillary module or major feature at the time the Customer is ready via remote access. Remote access is limited to one (1) day per application, ancillary module and/or major feature.

CWS Responsibilities include:

- Execute a go/no-go meeting with the Customer in conformance with the project schedule against the Cutover Readiness Plan.
- Bring products to operational use and monitor the products, ancillaries, and interfaces for up to seven (7) days. Any Cutover delays resulting from or related to Customer cause shall be supported via remote access or onsite as deemed necessary.

Customer's Responsibilities include:

- Execute a go/no-go meeting with CWS against the Cutover Readiness Plan in preparation of Cutover.
- At Cutover, begin using the products and notify CWS of any issues in accordance with the Cutover Readiness Plan.

Deliverables:

- Cutover Readiness Plan

3.3.6 Maintenance and Support

Following Cutover, maintenance of the Licensed Program and Custom Functionalities described in this SOW shall be provided by CWS on an annual basis and the costs of such maintenance are included in the Annual License Cost. Maintenance fees for any additional software or third-party software licensed by Customer in the future from CWS, or for a new release of the Licensed Program for which an additional license fee is

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charged may be added to and will result in additional maintenance fees at rates to be agreed upon by the parties. CWS's obligation to provide maintenance of the Licensed Program extends only to (i) the Licensed Program(s) and Custom Functionality(ies) described in this SOW free of additions or changes that have not been made or approved by CWS, and (ii) platforms and operating environments approved by CWS for use with the Licensed Program(s) and Custom Functionality(ies) described in this SOW. All other Maintenance and Support time and expenses shall be billed at CWS hourly rates as set forth in the Pricing Details herein.

Provided Customer is current in payments required under the applicable agreements, CWS will correct or repair any failure of the Licensed Program to operate in accordance with the Documentation (a "Defect") based on the following maintenance priorities and associated response time:

Priority Level	Response Time
Minor Defect (any Defect that is cosmetic, de minimis, does not affect the functionality of the Licensed Program, or is not a Critical Defect)	Three (3) business days, with remedial maintenance to occur within thirty (30) days.
Critical Defect (any Defect that materially affects Customer's ability to use the Licensed Program)	One (1) business day, with remedial maintenance to occur within two (2) business days.

CWS Responsibilities Include:

- CWS shall designate a phone number and an email address to receive notifications from Customer of Defects. Though available to receive notifications at all times, CWS's acknowledgement of receipt of notifications made outside of regular business hours shall be made within eight (8) hours of Customer's notification of the Defect.
- Respond by email to the Customer providing notice of the Defect and the Customer's designated representative describing the Defect, CWS's identification of the Defect, the proposed solution to correct the Defect (including any temporary solution or workaround), the timeline for remedial maintenance to correct the Defect, and as applicable, periodic status updates concerning the progress of the remedial maintenance.

Customer's Responsibilities Include:

- Customer shall designate an individual representative and associated email address for maintenance communications to and from CWS.
- Customer shall report any Defect to CWS as soon as practicable after the discovery of a Defect by email with a description of the Defect.
-

4. Dependencies & Conditions

4.1 Software Customization and Enhancements

No software customizations or modifications are included in the scope of services to be delivered, except those that are specifically outlined in the SOW and/or Software Requirements Definition (SRD). Any further customization or modifications which are requested by the Customer shall require a Change Order and/or

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new SOW/SRD specifying the project specifications, schedule, and associated price which is signed by both parties.

4.2 Software Requirements Definition (SRD)

A Software Requirements Definition (SRD) signed by authorized representatives of both parties will be required for any modification of the functionality of CWS software or any other Customer software development by CWS. The SRD typically includes: background information, software modification description, technical specifications, notes and assumptions, Customer and CWS resources needed, Customer and CWS responsibilities, estimated timeframe, and cost. Note that some SRDs are complex and time consuming, and that CWS reserves the right to provide a quote for the creation of the SRD itself.

4.3 Custom Requirements

All custom requirements will be expressly contained in this SOW or a subsequently agreed Change Order. Custom deliverables that result in the need for professional services not described in the Pricing Details will be charged at CWS's standard time and material rates.

4.4 Software Interfaces

Required software interfaces specified in this SOW will be reviewed and documented during the early stage of the project. CWS Software Engineering will develop the interfaces and deliver in preparation for testing in accordance with the mutually agreed upon project schedule.

4.5 Data Ownership

All data, including but not limited to geo-data, shall be owned by the Customer. As owner of such data, it is the Customer's responsibility to ensure the integrity, accuracy, and completeness of such data.

4.6 Scope Change and Change Orders

Changes to the scope of the project can be initiated only by a written Change Order signed by both parties and may impact the project cost, schedule, and/or timing of deliverables. All alterations to an executed Statement of Work or Software Requirements Definition (SRD) require a written Change Order signed by an authorized representative of the Customer and an authorized representative of CWS. The Change Order serves as an amendment to the "parent" document and enumerates the modifications.

4.7 Work Hours

All work will be performed at the Customer and CWS offices and will be performed during normal business hours (8 A.M CDT to 5 P.M CDT) unless mutually agreed upon.

4.8 Cancellation Policy

In situations where the parties have agreed on a specific date for CWS to perform training or other services at the Customer's site (collectively, the "Scheduled Services"), the Customer shall be responsible for adequately preparing the applicable site and ensuring availability of the applicable Customer personnel and/or contractors to facilitate CWS's performance of the Scheduled Services (collectively, the "Preparation").

In the event the Customer wishes to cancel or reschedule a scheduled site visit, or the required preparation was not completed at the appointed time for the scheduled site visit, the Customer shall pay to CWS (i) the fee for one (1) day of the scheduled services for each of the CWS personnel and authorized subcontractors

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which were to perform the scheduled services ("One-Day Service Fee"), (ii) the per diem services fee for travel time associated with the actual travel undertaken by CWS personnel and authorized subcontractors en route to the applicable Customer site ("Billable Travel Time"), and (iii) reimbursement for any non-refundable travel and lodging expenses incurred by CWS and authorized subcontractors in connection with such scheduled site visit ("Non-refundable T&E").

Unless otherwise specified in the applicable SOW, in the event that the Customer provides written notice of its cancellation of a scheduled site visit at least 48 hours prior to the appointed date and time of the scheduled visit, the Customer shall not be required to pay the One-Day Service Fee referenced above in connection with such site visit.

For avoidance of doubt, the foregoing payments relating to the One-Day Service Fee, Billable Travel Time and Non-refundable T&E are intended to compensate CWS for expenses associated with a lost day of work and related expenses. Such payments do not in any way (i) relieve either party of its obligations with regard to performance of and payment for the scheduled services, (ii) replace, amend or modify any of the terms relating to cancellation and/or change order requirements, rights and remedies set forth in this SOW or the Agreement that otherwise relate to the scheduled services, or (iii) grant to the Customer any right to cancel its order for the scheduled services.

5. Infrastructure Requirements

5.1 Electrical and Network Infrastructures

The Customer's electrical and computer network (LAN and WAN) infrastructures shall be stable and sufficient to meet the bandwidth requirements of the CWS solution being implemented. Inadequate infrastructure frequently results in less than desirable performance and CWS's determination of Customer's optimal bandwidth needs is beyond the scope of this SOW. In the event Customer notifies CWS of degraded performance of the Licensed Program and CWS determines that the degraded performance is due to insufficient bandwidth, CWS may request that the Customer acquire additional bandwidth or take other corrective action. CWS is not responsible for the inability of a particular network to support features of the web-based software due to bandwidth restrictions. The customer is solely responsible for implementing sufficient procedures and checkpoints to satisfy its particular requirements for anti-virus protection and data and computer security. In the event the Computer Aided Dispatch software does not have the capability to allow a direct or Application Program Interface (API) connection or the hosting agency does not allow such connections to any third-party hosted software such as RMS Core, the Customer will provide a local server for hosting APIs that RMS Core uses to collect data and transmit to the cloud hosted RMS application. In such event, Customer will provide CWS with access to the appropriate server(s) upon request for the maintenance of such APIs.

5.2 Software Updates

With respect to CWS Software, so long as the Customer remains current on annual support and maintenance fees, CWS will provide, once made generally available and in a commercially reasonable amount of time, all updates, upgrades, patches and workarounds to the Software covered under this Agreement, including all modifications or customizations described in this SOW (or future changes orders; provided, however, that maintenance and support fees may increase based on the scope or terms of

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such change order).

For all hosting solutions the Licensed Program will be installed at CWS's hosting center.

5.3 Software Compatibility

The Customer accepts sole responsibility for any compatibility problems between the Software and any other application software or non-current software programs not residing on, maintained by, or supported by CWS as part of the SaaS Solution or cloud-hosted infrastructure.

5.4 Software Updates

It shall be the responsibility of the Customer to maintain all operating system and firmware updates, including version releases, patches, and service packs for any integrated third-party software not maintained or supported by CWS.

6. Attachments

The following attachments are attached hereto and incorporated by reference into this Statement of Work.

- Attachment A – Functional Specifications
- Attachment B – Project Schedule
- Attachment C – Standard Reports

7. Pricing Details and Payment Terms

- **Initial License & Delivery Fee - $235,000**
  - Half of the Initial License & Delivery Fee shall be due within ten (10) days of the Commencement Date; and the second half shall be due within thirty (30) days of the Cutover Date (or the date Customer specifies "no go" as described in Section 3.3.5).
  - Forty (40) hours onsite training. Any requested additional training will be on a time-basis by the day or half-day sessions at a rate of $1,000 per day. Initial delivery will contain base RMS Core functionality including the following items add-on features:
    - LexisNexis Citizen Online Reporting Module
    - METRO JMS Mugshots
    - eCrash and eCitation Integration
    - Personnel
    - Property
- **Annual License Cost: $50, 000** (to be paid within thirty (30) days of the anniversary of the Cutover Date for the Initial Subscription Term).
- **Specified Legacy Application Data Conversion From Existing System (Tyler). $200,000.** One-third due within ten (10) days of the Commencement Date; one-third due within ten (10) days of the Final Data Conversion; and one-third due within ten (10) days of Customer's acceptance of the Data Conversion and Migration.
- **Custom Changes and Functionality –** All custom changes and enhancement features will be based on a separate Scope of Work/Change Order at the rate of $125.00 per hour.
  - **Legacy Data –** Data records from previous RMS(s) prior to 2016 (prior to Specified Legacy Application Data). SRD required to define the scope of services to provide a

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"searchable" interface of the database(es) to be described in a separate SOW after Cutover.

- **Maintenance and Support** – CWS's Support Services are included in the license for the Licensed Program. Any maintenance and support provided by CWS due to Customer's alteration or misuse of the SaaS Solution or malfunctions caused by any programs or systems not supplied by CWS will be billed at the rate of $125.00 per hour.
- **Hosting –** Coud-based hosting on Microsoft Azure platform.
    - **SQL Server Database**
    - **Application Web Server:** Estimated Costs - $8,000.00 per month based on Customer's data storage and usage (actual amount to be billed to Customer and paid monthly, in advance)
    - Final Hosting Costs TBD and subject to increase due to increased data usage and potential Microsoft cost increases not subject to CWS control.
- CWS shall not begin and shall not be expected to begin any work described in this SOW until (i) Customer executes both the Agreement and this SOW; and (ii) Customer makes the first payments described above for both (a) the Initial License and Delivery Fee, and (b) the Specified Legacy Application Data Conversion.

Agreed to by the Parties as of the Commencement Date.

CITY OF MOBILE	**CWS GROUP, INC.**
By: _____	By: _____
(Signature)	(Signature)
_____	_____
(Printed Name)	(Printed Name)
As its: _____	As its: _____
Date: _____	Date: _____

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Attachment A - Functional Specifications

General

The RMS is a SQL Server Cloud-based solution providing the capabilities:

- Add developed modules in the future.
- Supports Microsoft Edge, Google Chrome and mobile devices.
- Interfaces contain data validation to maintain compliance with federal and state crime reporting requirements. Incomplete entries or omissions will notify the user to fix the issue before saving the record.
- Non-NIBRS and ALEA statute drop-down selection text can be configured.
- The narrative section captures text that is virtually unlimited.
- Capability for Supervisors to view cases not started, in-progress and complete/passed validation and awaiting approval.
- The supervisor can approve or reject a case based on requiring additional information.
- Capability to route a case to other departments.
- Routed cases display to new department with ability to assign to subs.
- Search routed cases by department for new assignments and previously assigned (not started).
- Capability to view, remove or re-route cases.
- Supplements - Narrative and Report

Search

Incident Search based on the following fields:

- Case number
- Report Date(s)
- Occurrence Date(s)
- Dropdowns...
- Sector
- Squad
- Disposition
- Status
- Reporting Officer
- Shift
- Title
- Section
- Sub
- Occurrence Type
- Incident Type
- Sub Type
- Method of Entry
- Point of Entry
- Description
- Hate/Bias
- Class
- Degree

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- Last Name
- First Name
- Middle Name
- Alias
- SSN
- DL Number
- DL State Dropdown
- Email

Capable of supporting the wildcard search in names and aliases.

Mapping
Capable of displaying Part 1 and other crime maps using Google Maps.
Capable of creating custom maps for sharing with other agencies or officers/investigators.

User Admin
- Capable of searching Users in the system
- Capable of Adding/Editing users and assigning roles and notification groups.
- System Admin has the capability to add, edit, lock or disable a user.
- Capability for the agency to create and manage the available roles.
- Enforcement of Usernames and Passwords. Passwords must contain special characters, numbers and meet minimum length requirements.
- Capability for Users to reset forgotten password.

File Manager
Photos and documents can be saved in File Manager, with limitations related to size of the files (short video clips). Videos that are too large for the File Manager must be stored on a network location.
- Property/Evidence
- ADFS Form Entry
- Bailee Receipts

Intel
- Case Review - Search by Case Number or Date(s)
- Case Routing Review - Squad Routed Cases by Reporting Squad and Date(s)
- Citation Search by Ticket Number or Date(s)
- Capability to search for Property, Vehicles or Vessels

Property/Evidence
- NCIC Entry
- NCIC Case Search
- Property Transfer and Accept
- Property Turn-In
- Property Not Turned In - Current Custody

Property/Evidence Search by:
- Miscellaneous property, drugs or weapons

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- Occurrence or Report Date(s)
- Case Number
- Status
- Officer
- Type
- Category
- Description
- Make
- Model
- Color
- Serial Number
- Owner Name, SSN, DL Number, DL State

Vehicle Search by:

- Vehicle or Tag
- Occurrence or Report Date(s)
- Status
- Officer
- Category
- VIN
- Description
- Year
- Make
- Model
- Style
- Color/Other
- Tag
- Tag State
- Tag Year
- Tag Type
- Tow Type
- Tow Service
- Owner Name, SSN, DL Number, DL State

Vessel Seach by:

- Vessel or Motor
- Occurrence or Report Date(s)
- Case Number
- Status
- Officer
- Type
- Category
- Hull Number
- Hull Type

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- Year
- Make
- Model
- Length
- Vessel Name
- Vessel Registration Number
- Reg Year
- Reg State
- Color/Other
- Motor Type
- Horsepower
- Owner Name, SSN, DL Number, DL State

Address Search by Street, City, State Zip Code
Address Search by Cross Street Intersection

Maintenance

- Records Admin ability to search and view case events by Case Number.
- Records Admin ability to assign unit numbers to officers/Patrol Units.
- Route Departments - Records Admin management of Route Department and Supervisors. Capability to Add, Edit, Delete or Deactivate.
- Statute Search by Title, Section or Sub
- Tow Service - Records Admin capability to manage tow companies and related information. Capable of Add or Deactivate.
- Unmatched Citations - View unmatched citations by officer and assign to correct officer.

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Attachment B - Project Schedule

- Within seven (7) days of the Commencement Date, CWS will start the project definition and planning phase.
- Project Initiation/Kickoff Meeting
- The objective of this meeting includes:
    - Conduct an onsite meeting/review of the project scope and services defined in this SOW.
    - Establish a clear chain of communication and authority.
- Begin System Configuration and development of add-on features agreed to in the SOW.
- Begin Data Conversion (Initial) - During data conversion, Customer will review resulting test files with CWS, document any problems, and collaborate with CWS on a plan for corrective action within three (3) business days of receiving the results.
- Data Conversion (Final)
- Training
- Conduct a go/no-go meeting to ensure readiness in preparation for Cut over.
- Bring products to operational use and monitor the products, ancillaries, and interfaces for up to seven (7) days.
- Final Delivery Estimated Completion - Six (6) Months from Contract Execution Date.

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Attachment C - Standard Reports

Capable of saving/exporting reports as: PDF, Excel, CSV, RTF, Docx, MHT, HTML, Text or Image.

Unit Reports

- CID Summary
- CID Unit Summary
- Domestic Violence Summary
- ICE Status/Summary
- Narcotics Activity
- Patrol Monthly/Summary
- Intelligence Monthly
- Special Ops Monthly/Summary

Property/Agency

The Property module shall include the following functionalities:

- Ability to search and manage incident property/evidence.
- Track receipt of property items from officers
- Assign items to location.
- Document chain of custody
- Return to owner/turn-in
- Ability to manage agency property items and assign or unassign those items to agency personnel.
- Property Reports by Officer, Item Type, Department or Unit

Personnel Module

The Personnel/User Management module shall include the following functionalities:

- Department Entry
- Add/Edit employees/user information - Signature and Photo.
- Case routing by Supervisors (new and previously assigned).
- Employee assignment to department.
- Supervisor assignment to department.

Personnel Reports

- Employee Report by Department
- Employee Detail Report - Active and Departed
- Employee Yearbook
- Employee Report Summary by Date/Department

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MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "MSA" or this "Agreement") dated as of November 13, 2023 (the "Effective Date"), is entered into by and between CWS Group, Inc., a Louisiana corporation ("CWS"), with offices at 14418 Island Ave., Magnolia Springs, AL 36555, and The City of Mobile, Alabama, an Alabama municipal corporation and the Mobile Police Department (together, the "Customer"), with its principal office at 2460 Government Street, Mobile, AL 36606. CWS and Customer are collectively the "Parties" and individually a "Party." "Customer" will include Customer affiliates identified on the Work Order(s) and Service Level Agreements entered into pursuant to this Agreement, as applicable.

1. DEFINITIONS

1.1. "Agreement" means collectively this MSA, Work Orders, Service Level Agreements, and all other attachments and exhibits attached hereto.

1.2. "Confidential Information" means any information, regardless of form, proprietary to or maintained in confidence by either Party, including, without limitation, any Customer Data, Protected Information, information, technical data or know-how relating to discoveries, ideas, inventions, software, designs, specifications, processes, systems, diagrams, research, development, business plans, strategies or opportunities, and information related to finances, costs, prices, suppliers, vendors, customers and employees which is disclosed by a Party or on its behalf whether directly or indirectly, orally, visually, or in writing, to the other Party or any of its employees or agents. The terms and conditions of this Agreement and any order for CWS products or services will be deemed the Confidential Information of both CWS and Customer.

1.3. "Customer Data" means any materials, information, data, code, content, and other information that Customer, or its employees or agents, collects (or which CWS collects from others on behalf of Customer) or transmits to CWS whether by an initial data transfer, a SaaS Solution, or another medium for the purpose of access, display, or transmission via the Services. Customer Data shall be interpreted as broadly as possible but shall be free from and shall not include any "Protected Health Information" as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

1.4. "CWS Content" means the information, documents, software, products and services contained or made available to Customer in the course of using a SaaS Solution.

1.5. "Developed Materials" is defined in Section 4.2.2.

1.6. "Documentation" means, collectively: (a) all of the written, printed, electronic or other format materials published or otherwise made available by CWS that relate to the functional, operational and/or performance capabilities of the Licensed Program; and (b) the user instructions, notes, manuals, and on-line help files regarding the use of a SaaS Solution in the form generally made available by CWS, as updated by CWS from time to time. For greater clarity, Documentation does not include source code.

1.7. "Licensed Program" means the computer programming code in object code (i.e., machine-readable) form identified and described as a Licensed Program on a Work Order, Order Form, or Statement of Work, and for greater clarity, shall include any customizations or enhancements provided by CWS.

1.8. "Order Form" or "Work Order" means a document, including SOWs, executed by the Parties, which incorporates by reference the terms of this MSA, and describes order-specific information, such as descriptions of Services ordered, Usage Metrics, fees, and milestones.

1.9. "Products" means collectively the Licensed Program, SaaS Solutions and other software programs (including any associated materials or intellectual property, as well as any updates, improvements, modifications, or changes, and Documentation), CWS Content, Developed Materials and all toolkits and any other programs provided by CWS hereunder, training materials, tutorials and related documentation provided by CWS in connection with the performance of Services.

1.10. "Professional Services" means data import, data conversion, data mapping, implementation, site planning, configuration, integration and deployment of the SaaS Solution, training, project management, and other consulting services.

1.11. "Protected Information" means Customer Data that contains one or more of the following: (i) Social Security number; (ii) passport numbers or other government-issued identification numbers; (iii) criminal records; (iv) date of birth; (v) Customer's financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account other than payment information entered using CWS's online payments module; or (vi) other information that a reasonable person would recognize as being highly sensitive (but excluding, for avoidance of doubt, contact information such as name, title, company name, mailing address, email address, and phone number). For the avoidance of doubt, Protected Information shall not include any "Protected Health Information" as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

1.12. "SaaS Solution" means a software as a service and other software services identified in the Order Form as Licensed Program and associated Support.

1.13. "Services" means collectively SaaS Solutions and Professional Services.

1.14. "SOW" or "Statement of Work" means one or more work orders, work authorizations or statements of work that describe the Professional Services provided to or for Customer and mutually executed by the Parties.

1.15. "Subscription Term" means the period during which Customer is authorized to use a SaaS Solution pursuant to an Order Form.

1.16. "Support Services" is defined in Section 6.1 and as may be further described in a Work Order and/or Service Level Agreement.

1.17. "Viruses" shall mean any programs, subroutines, code, instructions, data or functions, (including but not limited to viruses, worms, date bombs, time bombs, shut-down devices, keys, authorization codes, or passwords allowing CWS access), the purpose of which is expressly intending to result in damaging, interrupting, interfering with or hindering the operation of any software or data on Customer's equipment configuration, or any other equipment or system with which the equipment configuration or SaaS Solutions are capable of communicating.

2. PURPOSE AND SCOPE

2.1. Purpose. This MSA establishes the general terms and conditions for CWS's provision of the Services to Customer. Additional terms for the subscription or use of a specific Service are in the applicable exhibits (each a "Product Exhibit") attached hereto and incorporated herein. Each Product Exhibit is only applicable to the Service identified on that Product Exhibit.

2.2. Additional Order Forms. During the Term, Customer may subscribe to or purchase additional Services or otherwise expand the scope of Services granted under an Order Form, upon mutual agreement and execution of a new Order Form specifying details the foregoing.

2.3. Order of Precedence. The terms and conditions of this MSA control to the extent any terms and conditions of this MSA conflict with the terms and conditions of an Order Form or any Product Exhibit, except where the Order Form or Product Exhibit specifically states the intent to supersede a specific portion of this MSA.

3. FEES, TAXES & PAYMENTS

3.1. General. Customer shall pay the fees specified in the applicable Order Form or SOW within 30 days after the invoice date. Except as otherwise expressly specified, all payment obligations start from the execution of the SOW, Order Form, or other agreement. All payments must be by check, wire, or ACH unless CWS agrees otherwise, and if CWS permits payment via credit or debit card, then unless prohibited by applicable laws CWS reserves the right to charge Customer a surcharge of three percent (3%) of the total amount due hereunder, and Customer hereby consents to such charge being made against the credit or debit card provided by Customer.

3.2. Currency and Taxes. Fees are in the currency designated in the applicable document and exclude taxes. Customer is responsible for payment of all applicable sales, use, value added or similar taxes (excluding those on CWS's net income) imposed by a federal, state, provincial, local or other government entity relating to the provision of the Services.

3.3. Disputed Fees. Customer may reasonably and in good faith dispute an invoiced amount within thirty (30) days after the invoice date, provided that Customer shall promptly pay the undisputed portion of the invoice pursuant to Section 3.1 and may only withhold payment of the disputed portion until the dispute is resolved. The Parties shall negotiate in good faith to resolve any payment dispute within forty-five (45) days.

3.4. Failure to Pay. Failure to make timely payments is a material breach of this Agreement and CWS may suspend its performance obligations in accordance with the provisions of Section 13.4. Customer shall reimburse CWS for expenses incurred, including interest and reasonable attorney fees, in collecting amounts due under this Agreement that are not under good faith dispute by Customer. Amounts paid or payable for SaaS Solutions are not contingent upon the performance of any Professional Services. Customer agrees that its subscriptions hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by CWS regarding future functionality or features.

3.5. Travel and Lodging Expenses. If Customer requests onsite services from CWS, it shall pay CWS's reasonable travel and lodging expenses at actual cost within 30 days after the invoice date.

3.6. Fee Adjustment. The recurring fees are fixed for the initial Subscription Term of the applicable Order Form. Thereafter, CWS may increase these fees for future periods, provided that no annual increase will exceed five percent (5%) for each year of the Initial Subscription Term. Notwithstanding anything contained herein to the contrary, Professional Services fees are not subject to this Section 3.6.

4. SERVICES

4.1. SaaS Solutions.

4.1.1. Subscription Right. Subject to the provisions of this Agreement, CWS hereby grants Customer for the Subscription Term, a non-transferable, non-exclusive and revocable subscription right, without the right to grant sublicenses, to access and use the SaaS Solutions solely for the internal business purposes of Customer. Customer acknowledges that CWS has no delivery obligation and will not ship copies of the Products to Customer as part of the SaaS Solutions. Customer agrees that it does not acquire under the Agreement any license to use the Products in excess of the scope and/or duration of the SaaS Solutions. Except for the foregoing subscription right, no other rights in the Service are granted hereunder, and the Service is and will remain the sole and exclusive property of CWS and its licensors, if any, whether the Service is separate or integrated with any other products, services or deliverables.

4.1.2. Changes and Environment. Access to a SaaS Solution is limited to the version in CWS's production environment, accessed via the Internet by use of a CWS-approved Customer-provided browser. CWS regularly updates the SaaS Solutions and reserves the right to add and/or substitute functionally equivalent features in the event of product unavailability, end-of-life, or changes to software requirements. SaaS Solutions will be hosted on a server that is maintained by CWS or, if applicable, its designated third-party supplier or data center as identified on the applicable SOW. Customer is solely responsible for obtaining and maintaining at its own expense, all equipment needed to access the SaaS Solutions, including but not limited to Internet access and adequate bandwidth. There shall be no change in the third-party data center host without prior written consent from Customer.

4.1.3. User IDs. CWS shall assign Customer one or more user IDs and passwords that will enable Customer to access a SaaS Solution. Customer shall take reasonable precautions to protect against theft, loss or fraudulent use of these IDs and passwords. Each user ID is unique to the assigned individual and may not be shared with others, including other personnel of Customer.

4.2. Professional Services.

4.2.1. Scope. CWS shall perform the Professional Services described in the applicable SOW. Either Party may propose a change order to add to, reduce or change the work ordered in the SOW. Each change order must specify the changes to the Professional Services or deliverables, and the effect on the time of performance and on the fees owed to CWS. A change order is not binding until executed by

both Parties.

4.2.2. Developed Materials. If agreed in a SOW, CWS may develop modifications to Products or CWS Content ("Developed Materials"). CWS hereby grants Customer, subject to timely payment of applicable fees and charges, and subject to the restrictions in this Agreement, a personal, nonexclusive, non-transferable license for the Subscription Term to use the Developed Materials solely in connection with its use of the SaaS Solutions. Unless otherwise specified in a SOW, CWS provides updates and/or reintegration work required to make Developed Materials compatible with future versions or releases of a SaaS Solution.

4.2.3. Third Party Integration. Professional Services may include providing configurable integrations (sometimes referred to as "Connectors") with various third-party applications. Configuration and use of any CWS connector depends upon (a) Customer's maintaining an active license and login credentials for the third-party application, and (b) the continuing compatibility and stability of the third party's application programming interface. Customer understands and agrees that CWS does not control, and cannot guarantee, the fulfillment of the foregoing dependencies or the accuracy, completeness or quality of any data transmitted via "connector" or other integration to an external application except up to the point of transmission, and CWS is not liable for the quality of any third party data, or any misconfiguration, data corruption or data loss resulting from the use of CWS connectors or other such integrations.

5. CUSTOMER'S USE

5.1. Acceptable Use. CWS does not monitor or police the content of communications or Customer Data transmitted through the SaaS Solutions, and CWS is not responsible for the content of these communications or transmissions. Customer shall use a SaaS Solution exclusively for authorized and legal purposes, consistent with all applicable laws and regulations.

5.2. Restrictions. Customer shall not (i) license, sublicense, sell, resell, transfer, rent, lease, assign (except as provided in Section 14.6 (Assignment)), distribute, disclose, or otherwise commercially exploit or make available to any third party the Products or Services; (ii) copy, record, extract, scrape, modify or make derivative works based upon the Products or Services; (iii) "frame" or "mirror" the Products or Services on any other server or device; (iv) access the Products or Services for any competitive purposes or use the Services for application service provider, timesharing or service bureau purposes, or any purpose other than its own internal use, (v) decompile, disassemble, reverse engineer or attempt to discover any source code or underlying ideas or algorithms of the Products or Services, (vi) remove, obscure or modify a copyright or other proprietary rights notice in the Product Service; (vii) use the Product or Service to send or store infringing, obscene, threatening, libelous, or otherwise unlawful material, including material that violates third party privacy rights; (viii) use the Product or Service to create, use, send, store, or run material containing software viruses, worms, Trojan horses or otherwise engage in any malicious act or disrupt the security, integrity or operation of the Products or Services; (ix) without CWS's prior consent and agreement concerning the level(s) of

scanning appropriate to avoid degrading the Service or negatively affecting Customer's use of the Products, attempt to gain or permit unauthorized access to the Products or Services or related systems or networks, including but not limited to conducting any penetration testing, denial of service attacks, or similar efforts; (x) use the Products or Services other than in compliance with all applicable laws and regulations; or (xi) permit or assist any other party (including any user) to do any of the foregoing.

5.3. Breach by Authorized User. Any failure by an authorized user to comply with this Agreement is deemed to be a breach by Customer, and CWS shall not be liable for any damages incurred by Customer or any third party resulting from such breach. Customer shall immediately take all necessary steps, including providing notice to CWS, to effect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred.

5.4. Server Location. Customer acknowledges that CWS has servers located in the United States and that the SaaS Solutions are not intended to be used by Customer or third parties in any country which requires an individual's personal data to remain on servers located in that country.

5.5. Protected Information. Customer acknowledges and agrees that use of the Services involves the use and transmission of Protected Information to or through the SaaS Solutions. CWS shall use commercially reasonable efforts to prevent the inadvertent disclosure of or unauthorized access to Protected Information.

5.6. Third Party Content. Third party data, content, materials or software ("Third Party Content") published on the CWS website or otherwise made available through a SaaS Solution may be subject to third party licenses, and these licenses may be altered or revoked at any time by the applicable third party licensor, and that, provided there is no material reduction of functionality in the CWS System, removal or alteration of Third Party Content shall not constitute a material breach of this Agreement or any Order Form.

6. SUPPORT.

6.1. Obligations. Support services provided by CWS include (i) technical support and workarounds so that the SaaS Solutions operate in material conformance with the Documentation, and (ii) the provision of updates thereto, if and when available, to both the SaaS Solutions and any Developed Materials that may be described on a separate SOW (collectively, "Support Services"). For the avoidance of doubt, updates to the SaaS Solutions may include subsequent releases to Products, and may include bug fixes, patches, error corrections, minor and major releases, platform changes, or modifications or revisions that enhance existing performance. Support Services and Updates exclude Professional Services, new products, modules or functionality that are the subject of a Work Order or SOW for which CWS generally charges a separate fee.

6.2. Exceptions to Support. CWS does not provide Support Services with respect to: (i) a SaaS Solution that have been altered or modified by anyone other than CWS or its licensors; (ii) a SaaS Solution used other than in accordance with the Documentation; (iii) Professional Services, (iv) Developed Materials, (v) errors or malfunction caused by Customer's failure to comply with the minimum system requirement documentation as

provided by CWS or by Customer's use of non-conforming data, or (vi) errors and malfunction caused by any systems or programs not supplied by CWS.

6.3. Training. CWS shall provide initial training services prior to and at delivery of the SaaS Solution to enable Customer and its users to effectively use the SaaS Solution. Customer shall make reasonable efforts to ensure that all anticipated users attend initial training provided by CWS in order to reduce excessive service requests to CWS.

7. SECURITY STANDARDS AND SAFEGUARDS.

7.1. Personal Data. CWS shall maintain commercially reasonable safeguards against the unauthorized access to, destruction, disclosure, or alteration of Protected Information, Customer Data, and Customer's personal data that is in the possession of CWS. When appropriate for a particular Product or Service, CWS will provide reports (i.e., AICPA System and Organization Controls (SOC) 2 reports and the like) and/or verifications (i.e., FedRAMP, StateRAMP, and the like) requested by Customer and included on an applicable SOW.

7.2. Data Protection Agreement. Customer and CWS shall comply with all applicable privacy laws and regulations and shall provide help and cooperation to the other as is reasonably necessary or requested to comply with these laws and regulations. In order to protect Customer Data, CWS may suspend Customer's use of the Services to investigate any actual or suspected data security breach, upon (i) providing immediate notice to Customer and (ii) entering into a mutual written agreement with Customer.

7.3. Data Security. CWS will use commercially reasonable efforts to prevent the loss of or damage to Customer Data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any Customer Data that may be lost or damaged by CWS. CWS does not host Customer Data on its equipment or hardware, but will undertake commercially reasonable efforts to ensure that third-party hosts protect CWS's Software and Hosted Services and Customer Data including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. For the avoidance of doubt, a third party hosts both CWS's information and Customer Data (at the time of the execution of this Agreement, Microsoft Azure), and CWS's reliance on the third-party host's information security management system and certifications shall be deemed commercially reasonable.

7.4. Data Breach Notification. CWS will promptly, and not later than within 24 hours of discovery by CWS, notify the Customer of any loss, damage, or unauthorized access of Customer Data.

7.5. Within U.S. CWS shall not transmit any Customer Data to any entity or individual outside the United States.

7.6. Data Backup File. Upon Customer's written request, CWS shall provide, within thirty days of each annual anniversary of this Agreement during the Term of this Agreement, a complete full data backup file of the entire cloud-hosted database containing Customer data for archive purposes.

8. WARRANTIES AND DISCLAIMERS.

8.1. Representations and Warranties. CWS represents and warrants to Customer that it will

perform the Professional Services in a professional and workmanlike manner in accordance with best industry standards for similar services and in compliance with all applicable laws, and shall devote adequate resources to meet his obligations under this Agreement. CWS further represents and warrants that it will perform the Professional Services substantially in accordance with this Agreement and any documentation and proposals submitted to by CWS to Customer, and free of any material defect. CWS warrants to the Customer that, upon CWS becoming aware of any defect in design or fault or improper workmanship, CWS will notify Customer and remedy any such defect. Any failure of CWS to perform the Professional Services in compliance with this Agreement or any SOW shall be deemed a material breach of this Agreement.

8.2. Disclaimers. Except for the express warranties in this Agreement, each party hereby disclaims all warranties, either express, implied, statutory, or otherwise under this Agreement.

9. PROPRIETARY RIGHTS

9.1. CWS's Intellectual Property Rights. As between CWS and Customer, all rights, title, and interest in and to all intellectual property rights in the Products, Services, and Developed Materials (including all components, derivatives, modifications and enhancements) are and will be owned exclusively by CWS notwithstanding any other provision in this Agreement or Order Form. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Products, Services, or Developed Materials. All rights, title and interest in or to any copyright, trademark, service mark, trade secret, patents, and other proprietary right relating to the Products and Services and the related logos, product names, etc. are reserved and all rights not expressly granted are reserved by CWS. CWS alone shall own all rights, title and interest in and to any suggestions, enhancement requests, feedback, recommendations or other information provided by Customer or any third party relating thereto. Customer acknowledges and agrees any software and any Developed Materials CWS creates pursuant to this Agreement are not and will not be considered as "works made for hire" under the United States Copyright Act, Title 17, United States Code or "joint works of authorship," or any other designation tending to imply that Customer has or retains ownership or authorship rights therein or thereto, but are provided to Customer in accordance with and subject to the terms and conditions of this Agreement. To the extent that any such rights vest initially with Customer by operation of law or for any other reason, Customer hereby perpetually and irrevocably assigns, transfers, and quitclaims all such rights to CWS. Subject to CWS's confidentiality obligations under the Agreement, nothing herein prevents or limits CWS's right to undertake engagements for any other entity, transfer or license the deliverables to other parties, or to reuse them in whole or in part in other projects, including a competitor of Customer, whether or not similar to the Developed Materials. In the event CWS is unable to offer and/or provide the Professional Services contemplated herein, CWS shall (i) provide Customer with nine (9) months advance notice prior to its inability to provide the Professional Services to Customer and (ii) provide Customer with access to CWS' server and data base; provided, however, that CWS's assignment of its rights and obligations hereunder to any successor or assign shall not be considered an inability to provide the Professional Services contemplated herein.

9.2. Customer Data. As between Customer and CWS, Customer owns all rights, title and

interest in and to all Protected Information and Customer Data. Customer has sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of and right to use all Customer Data, and warrants that that it has and will have all rights and consents necessary to allow CWS to use this data as contemplated by this Agreement. Customer further warrants and represents that Customer Data shall not include and shall be free from "Protected Health Information" as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Customer hereby grants to CWS during the Subscription Term a royalty-free, fully-paid, non-exclusive, non-transferable (except as set forth in Section 14.6 (Assignment)), sub-licensable, worldwide right to use and process Customer Data solely for the purpose of providing to Customer the Products and Services and any other activities expressly agreed to by Customer.

10. **CONFIDENTIALITY**.

10.1. Obligations. The receiving Party shall not disclose or use any Confidential Information of the disclosing Party for any purpose outside the scope of this Agreement, except with the disclosing Party's prior written permission. Each Party shall protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care). If the receiving Party is compelled by law to disclose Confidential Information of the disclosing Party, it shall provide the disclosing Party with prior written notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at disclosing Party's cost, if the disclosing Party wishes to contest the disclosure, and the receiving Party shall continue to treat this information as Confidential Information for all other purposes.

10.2. Remedies. The disclosing Party has the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin any actual or threatened breach of this Section 10.

10.3. Exceptions. The receiving Party will not be obligated under this Section 10 for any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing Party; (ii) was known to the receiving Party prior to its disclosure by the disclosing Party; (iii) was independently developed by the receiving Party without use of or reference to any Confidential Information or breach of any obligation owed to the disclosing Party; or (iv) is received from a third party without restriction and without breach of any obligation owed to the disclosing Party.

10.4. Prior Non-Disclosure Agreement. Any existing non-disclosure agreement entered into by the Parties is hereby superseded and replaced by the terms in this Section 10, which will govern all disclosures and exchanges of Confidential Information made by the Parties previously under that agreement.

10.5. Information Sharing and Disclosure. CWS may use certain trusted third-party companies and individuals to help CWS provide, analyze, and improve the SaaS Solution (including, but not limited to, data storage, maintenance services, database management, web analytics, payment processing, and improvement of the SaaS Solutions's features). These third parties may have access to Customer Data only for purposes of performing these tasks on CWS's behalf and with security measures in accordance with the terms and conditions of this Agreement.

11. INDEMNIFICATION [This section intentionally omitted]

12. **LIMITATION OF LIABILITY**.

12.1. EXCLUSION OF DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE), REGARDLESS OF THE CAUSE, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF THESE DAMAGES.

13. TERM AND TERMINATION

13.1. Term. Unless this Agreement is earlier terminated in accordance with Section 13.3, this Agreement commences on the Effective Date and continues until the later to occur of: (i) the fourth anniversary of the Effective Date, or (ii) the expiration of the Subscription Term of the last outstanding Order Form ("Term"). If the Subscription Term of an Order Form is for multiple years, the specified annual fees are due in advance in each year of the Order Form, or as otherwise specified on the Order Form.

13.2. Renewal. Each Order Form will renew at the end of its Subscription Term as specified thereon unless Customer provides timely notice of nonrenewal as specified in the applicable Order Form. If an Order Form specifies a certain number of events, registrants, rooms, emails or other billable instances annually, then this limitation pertains to each term year of the Subscription Term.

13.3. Termination. Either Party may terminate this Agreement immediately upon written notice at any time if: (i) the other Party commits a non-remediable material breach of this Agreement, or if the other Party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching Party within 30 days of being notified in writing of the breach; (ii) Customer notifies CWS with thirty (30) days' written notice of Customer's termination for convenience; (iii) the other Party ceases business operations or experiences a Force Majeure Event (as defined below); or (iv) the other Party becomes insolvent, generally stops paying its debts as they become due or becomes the subject of an insolvency or bankruptcy proceeding. Termination of this Agreement by either Party will not limit a Party from pursuing any other remedies available to it, including injunctive relief. Except in the case of a termination pursuant to subparts (ii) or (iv) herein, termination of this Agreement shall not release Customer from its obligation to pay all fees that Customer has agreed to pay under this Agreement and any applicable Work Order. If Customer terminates CWS for convenience or CWS terminates this Agreement for Customer's non-payment, Customer agrees to pay to CWS the remaining value of the then-current initial or renewal term (that Customer acknowledges as liquidated damages reflecting a reasonable measure of actual damages and not a penalty) equal to the aggregate yearly (or monthly as the case may be) recurring fees (as set forth in the Order Form) that will become due during the canceled portion of such Initial or renewal term. Where a party has rights to terminate, the non-breaching party may at its discretion either terminate the entire Agreement or the applicable Order Form or SOW. Order Forms and SOWs that are not terminated shall continue in full force and effect under

the terms of this Agreement. If a Party terminates this Agreement, then the Parties shall proceed to wind down all ongoing work under the respective Work Orders in effect that are subject to this Agreement by the termination date. Upon payment of all amounts owed under this Agreement, any SOW, or both, each Party shall take commercially reasonable steps to bring the work to a close, to reduce its costs and expenditures, and in the case of CWS, provide reasonable assistance to return or make available Customer Data.

13.4. Suspension. CWS may immediately restrict or suspend access of a user of the Services if CWS becomes aware of, or reasonably suspects, any breach of this Agreement by a Customer authorized user. CWS may remove any violating Customer Data posted or transmitted through a SaaS Solution. CWS will act in good faith and use reasonable efforts to notify Customer via phone or email before initiating suspending or restricting any Service. Customer is still responsible for full payment of the Order Form(s) even if access to the Services is suspended or terminated for any breach of this Agreement.

13.5. Return of Data. Within 30 days after the effective date of expiration or termination of this Agreement, CWS shall, provided Customer is not in breach of any of its obligations under the Agreement and upon Customer's payment of the applicable fees, make available to Customer for download a file of Customer Data in its then current format. After this 30-day period, CWS has no obligation to maintain or provide any Customer Data and shall, within thirty (30) days of the termination of the Services shall certify, in writing, that all Customer Data maintained in its production systems has been deleted (unless legally prohibited), provided CWS may retain archival copies of Customer data on backup media for a reasonable period of time not to exceed two (2) years following expiration or termination of any Order Form.

14. MISCELLANEOUS

14.1. Force Majeure. A Party will be excused from performance under this Agreement for any period of time that the Party is prevented from performing its obligations hereunder as a result of an act of God, criminal acts, distributed denial of service attacks, cyberterrorism, any acts of the common enemy, the elements, earthquakes, floods, fires, disaster, epidemics, pandemics, riots, war, utility or communication failures, travel restriction(s) issued by a governmental agency, curtailment of transportation facilities, or other cause of a comparable nature beyond the Party's reasonable control that makes it illegal or impossible for a Party to perform its obligations under this Agreement or frustrates the purpose of this Agreement (a "Force Majeure Event"). Both Parties shall use reasonable efforts to mitigate the effect of a Force Majeure Event.

14.2. OFAC. Customer represents and warrants that it is not and will not provide a Service to any entity incorporated in or resident in a country subject to economic or trade sanctions by the U.S. State Department and/or OFAC or are listed as a "Specially Designated National," a "Specially Designated Global Terrorist," a "Blocked Person," or similar designation under the OFAC sanctions regime. Any breach of this Section is a material breach of this Agreement and CWS may immediately terminate this Agreement.

14.3. Waiver. The delay or failure of a Party at any time to enforce a right or remedy available to it under this Agreement with respect to any breach or failure will not be construed as a waiver with respect to that breach or failure or any other breach or failure.

14.4. Headings. The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.

14.5. Severability. If any provision of this Agreement is held invalid or unenforceable by a court, this Agreement will be construed as if not containing the invalid or unenforceable provision, and the rights and obligations of Customer and CWS shall be construed and enforced accordingly.

14.6. Assignment. Except for assignment to a Party's affiliate (any entity which directly or indirectly controls, is controlled by, or is under common control with such Party), or in the case of a merger, acquisition or sale of all or substantially all assets not involving a direct competitor of the other Party, neither Party may assign or otherwise transfer any right or obligation set forth under this Agreement without the other Party's prior written consent, not to be unreasonably withheld or delayed. Notwithstanding the foregoing, CWS may subcontract the provision of Service in whole or in part to a CWS affiliate.

Any purported assignment or transfer in violation of this Section 14.6 is void. In the event of an assignment of this Agreement or subcontracting out the provision of Service under this Agreement, the agreement entered into with such assignee or subcontractee shall require that this Agreement remain in effect.

14.7. Relationship of the Parties. Each Party is an independent contractor in the performance of this Agreement and is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection with this Agreement.

14.8. Governing Law. This Agreement is governed by the laws of the State of Alabama without giving effect to its conflict of law provisions. Any dispute must be litigated in the state or federal courts located in Mobile County, Alabama to whose exclusive jurisdiction the Parties hereby consent. For purposes of establishing jurisdiction in Alabama under this Agreement, each Party hereby waives, to the fullest extent permitted by applicable law, any claim that: (i) it is not personally subject to the jurisdiction of the court; (ii) it is immune from any legal process with respect to it or its property; and (iii) any suit, action or proceeding is brought in an inconvenient forum. The Uniform Computer Information Transactions Act does not apply to this Agreement or orders placed under it. Each Party waives its right to a trial by jury for all matters or disputes arising from this Agreement.

14.9. Entire Agreement; Counterparts. This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior agreements on the same subject matter and shall govern all disclosures and exchanges of Confidential Information made by the parties previously hereto. This Agreement may not be modified except by a writing signed by CWS and Customer. All pre-printed or standard terms of any Customer purchase order or other business processing document are hereby rejected and will have no force or effect. The language of this Agreement is English, and only the English- language version may be used to represent this Agreement's terms. This Agreement and any SOW may be signed in any number of counterparts all of which together will constitute one and the same document. A signed copy of this Agreement or any SOW transmitted via facsimile, email or other electronic means will constitute an originally signed Agreement or SOW, as applicable, and, when together with all other required signed copies of this same Agreement or SOW, as applicable, will constitute one and the same instrument.

14.10. Use of Agents. Subject to Customer's prior approval, CWS may designate an agent or subcontractor located in the United States to perform certain tasks and functions under this Agreement. However, CWS will remain responsible for performance of its

duties under this Agreement.

14.11. All references to "days" shall mean all days, excluding the following days: Saturdays, Sundays, and all days observed as legal holidays by the State of Alabama.

14.12. Customer List; Press Releases.

14.12.1. Customer agrees that CWS may use Customer's name and logo to identify Customer as a customer of CWS on CWS's website, in investor documents (whether or not filed with the Securities and Exchange Commission), and as a part of a general list of CWS's customers for use and reference in CWS's corporate and marketing literature, however, such use of Customer's name and logo shall be discontinued upon expiration of the Term of this Agreement unless Customer provides written consent allowing otherwise.

14.12.2. Additionally, Customer agrees that CWS may issue a press release identifying Customer as a CWS customer, subject to Customer's prior approval which will not be unreasonably withheld or delayed.

14.13. Notices. Any notice required or permitted under this Agreement or required by law must be in writing and must be: (i) delivered in person; (ii) delivered by electronic mail to the address listed on the applicable Order Form; (iii) sent by first class registered mail, or air mail, as appropriate; or (iv) sent by an internationally recognized overnight air courier, in each case properly posted and fully prepaid to the contact person specified in the Order Form. Notices will be considered to have been given at the time of actual delivery in person, two (2) business days after deposit in the mail, or one (1) day after delivery to an overnight air courier service, provided in each case that delivery in fact is effected. Either Party may change its contact person or address for notices by means of notice to the other Party given in accordance with this Section.

14.14. Anti-Boycott. CWS agrees and represents that it is not currently engage 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.

14.15. Anti-Discrimination. CWS 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.

14.16. Insurance. For the term of this Agreement, CWS shall acquire and maintain in full force and effect General Liability, Worker's Compensation (if required), Automobile Liability, Professional or Errors and Omissions Liability, and comprehensive insurance, each of which will have a minimum coverage of $1,000,000 per Occurrence and $2,000,000 Annual Aggregate coverage, issued by a company, which such insurance shall name the City of Mobile as an additional insured, provide primary coverage, without contribution, waiver of subrogation, and shall provide proof thereof upon Customer's request.

14.17. Compliance with Alabama Immigration Law. By signing this Agreement, the 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.

14.18. Survival. Sections 1, 3, 5, 8.2, 9, 10, 12, 13.3, 13.5, and 14 will survive termination of this Agreement.

The Parties hereby acknowledge that they have read and agree to be bound by this Master Service Agreement as of the Effective Date.

CUSTOMER:

CITY OF MOBILE

By: William S. Stimpson
Its: Mayor

ATTEST:

_____
City Clerk

CWS GROUP, INC.

By: James Barter
Its: Director

51973604 v1
52215647 v1

From: Rhodes, Brenda
To: Gauthier, Lana
Subject: FW: MPD RMS Software
Date: Thursday, February 22, 2024 3:44:44 PM
Attachments: image003.png
image005.png

Hi Lana,
Can you download this email into NOVUS with that agreement because it is not signed by vendor?

Thank you,

Brenda Rhodes
Fiscal Officer II
City of Mobile
Finance Department
251.208.7584
brenda.rhodes@cityofmobile.org



LIVE***LOVE***LAUGH

From: Primm, Patricia <trish.primm@cityofmobile.org>
Sent: Thursday, February 22, 2024 2:39 PM
To: Rhodes, Brenda <brenda.rhodes@cityofmobile.org>; Kearney, Scott <kearney@cityofmobile.org>
Cc: Todd, Ashley <ashley.todd@cityofmobile.org>; Moore, Richard <rmoore@cityofmobile.org>; Mallory, Relya <mallory@cityofmobile.org>; Hollins, Tiffany <hollinst@cityofmobile.org>
Subject: RE: MPD RMS Software

In urgent situations, they are willing to accept an unsigned copy to get on the agenda for 1st read. This is one they want on there this week. The resolution has language in there to cover those situations.

Trish Primm
Paralegal, Civil Division
City of Mobile Legal Department
P. O. Box 1827
Mobile, AL 36633-1827
251-208-7885 - direct line
251-208-7322 - fax
trish.primm@cityofmobile.org

The information in this e-mail message is legally privileged and confidential information intended only for the use of the addressee(s) named above. If you, the reader of this message, are not the intended recipient, you are hereby notified that you should not further disseminate, distribute, or forward this e-mail message. If you have received this e-mail in error, please notify the sender as soon as possible by return e-mail message or by telephone at (251) 208-7416. In addition, please delete the erroneously received message from any device/media where the message is stored.

From: Rhodes, Brenda <brenda.rhodes@cityofmobile.org>
Sent: Thursday, February 22, 2024 2:33 PM
To: Kearney, Scott <kearney@cityofmobile.org>; Primm, Patricia <trish.primm@cityofmobile.org>
Cc: Todd, Ashley <ashley.todd@cityofmobile.org>; Moore, Richard <rmoore@cityofmobile.org>; Mallory, Relya <mallory@cityofmobile.org>; Hollins, Tiffany <hollinst@cityofmobile.org>
Subject: RE: MPD RMS Software

Also, while awaiting the Capital Contract Summary Sheet and reviewing this agreement, it has not been signed by the vendor.

Shouldn't this document be signed by vendor?

Thank you,

Brenda Rhodes
Fiscal Officer II
City of Mobile
Finance Department
251.208.7584
brenda.rhodes@cityofmobile.org

LIVE***LOVE***LAUGH

From: Rhodes, Brenda <brenda.rhodes@cityofmobile.org>
Sent: Thursday, February 22, 2024 2:26 PM
To: Kearney, Scott <kearney@cityofmobile.org>; Primm, Patricia <trish.primm@cityofmobile.org>
Cc: Todd, Ashley <ashley.todd@cityofmobile.org>; Moore, Richard <rmoore@cityofmobile.org>; Mallory, Relya <mallory@cityofmobile.org>; Hollins, Tiffany <hollinst@cityofmobile.org>
Subject: RE: MPD RMS Software

Hi Scott,
I received this agreement in NOVUS after 2 but awaiting the Capital Contract Summary Sheet to setup and approve this agreement.

Thank you,

Brenda Rhodes
Fiscal Officer II
City of Mobile
Finance Department
251.208.7584
brenda.rhodes@cityofmobile.org



LIVE***LOVE***LAUGH

From: Kearney, Scott <kearney@cityofmobile.org>
Sent: Thursday, February 22, 2024 2:10 PM
To: Mallory, Relya <mallory@cityofmobile.org>; Primm, Patricia <trish.primm@cityofmobile.org>
Cc: Todd, Ashley <ashley.todd@cityofmobile.org>; Moore, Richard <rmoore@cityofmobile.org>; Rhodes, Brenda <brenda.rhodes@cityofmobile.org>
Subject: Re: MPD RMS Software

Trish,

Were you able to get it submitted in Novus? Was Relya's group chosen in the approval workflow?

Scott

From: Mallory, Relya <mallory@cityofmobile.org>
Sent: Thursday, February 22, 2024 1:03 PM
To: Kearney, Scott <kearney@cityofmobile.org>
Cc: Todd, Ashley <ashley.todd@cityofmobile.org>; Moore, Richard <rmoore@cityofmobile.org>; Rhodes, Brenda <brenda.rhodes@cityofmobile.org>
Subject: RE: MPD RMS Software

We never received a contract through NOVUS on this project. Maybe MPD is still working on it.

From: Kearney, Scott <kearney@cityofmobile.org>
Sent: Wednesday, February 21, 2024 4:51 PM
To: Mallory, Relya <mallory@cityofmobile.org>
Cc: Todd, Ashley <ashley.todd@cityofmobile.org>
Subject: MPD RMS Software

Relya,

Since the Hexagon contract has been terminated and the last invoice (#P230000559) was approved and paid in December 2023 in accordance to the written agreement between Hexagon and the City's Legal Department, please create a new capital project named "MPD RMS Software" or similar and transfer the remaining available funds from C0675 "Police Dept - New Software System" to the new project. C0675 can be closed.

Thanks,

Scott Kearney
Chief Technology Officer
City of Mobile, AL
(251) 208-7942
kearney@cityofmobile.org

AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Kitchen Equipment & Supply Co for dishware and assorted serving supplies and equipment for Convention Center.
Convention Center capital equipment & operating supplies

Amount of Contract:

$176,134.28

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240216 Kesco Agenda Package POs	Cover Memo	2/21/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	2/22/2024 - 12:40 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
3923	2024	(F6080) CONVENTION CENTER	DISHWARE AND ASSORTED SERVING SUPPLIES AND EQUIPMENT FOR CONVENTION CENTER (SEALED BID 5869)	$176,134.28	(282978) KITCHEN EQUIPMENT & SUPPLY CO

Adopted:

_____
City Clerk

Bill To	Requisition 00003923-00 FY 2024
ACCOUNTS PAYABLE	PO 24004888
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: Converted Page 1

Vendor	Ship To
KITCHEN EQUIPMENT & SUPPLY CO	CONVENTION CENTER
KESCO-FLORIDA	1 SOUTH WATER
2716 GOVERNMENT BLVD	
	MOBILE, AL 36602
MOBILE, AL 36606	KWALL@ASMGLOBALMOBILE.COM
Tel#251-450-2221	Delivery Reference
Fax 251-450-3111	KENDALL WALL
	Deliver To
	CONVENTION CENTER
	1 SOUTH WATER
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/24	282978				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID 5869 AND YOUR BID RESPONSE			
001	GLASS GOBLET Libbey Model No. 3712 Packed 1 cs Banquet Goblet Glass, 10 1/2 oz., Safedge® rim & foot guarantee, Embassy® (H 51/4"; T 27/8"; B 27/8"; D 31/8") (24 each per case)	250.00 CASE	102.58000	25645.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS. .			25645.00

Ship To
CONVENTION CENTER
1 SOUTH WATER
MOBILE, AL 36602
Delivery Reference
KENDALL WALL

Deliver To
CONVENTION CENTER
1 SOUTH WATER
MOBILE, AL 36602

Bill To	Requisition 00003923-00 FY 2024
ACCOUNTS PAYABLE	PO 24004888
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: Converted Page 2

Vendor	Ship To
KITCHEN EQUIPMENT & SUPPLY CO	CONVENTION CENTER
KESCO-FLORIDA	1 SOUTH WATER
2716 GOVERNMENT BLVD	
	MOBILE, AL 36602
MOBILE, AL 36606	KWALL@ASMGLOBALMOBILE.COM
Tel#251-450-2221	Delivery Reference
Fax 251-450-3111	KENDALL WALL
	Deliver To
	CONVENTION CENTER
	1 SOUTH WATER
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/24	282978				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
002	GLASS DISHWASHER RACK Vollrath Model No. 5281611 Packed 3 ea Signature Lemon Drop™ Rack, full size, (30) compartments, Tall, 19 3/4"W x 193/4"D x 7"H, (compartment size 33/16" diameter x 5 11/16"H), polypropylene, light green with light green top extender, NSF, Made in USA (Refer to vollrathfoodservice.com for full warranty policy) 1 ea No imprinting, standard	200.00 EACH	55.99000	11198.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS. .			11198.00
	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference KENDALL WALL Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602			
003	DECANTER CARAFE Libbey Model No. 97000 Packed 1 cs Wine Decanter,	125.00 CASE	88.76000	11095.00

Bill To	Requisition 00003923-00 FY 2024
ACCOUNTS PAYABLE	PO 24004888
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: Converted Page 3

Vendor	Ship To
KITCHEN EQUIPMENT & SUPPLY CO	CONVENTION CENTER
KESCO-FLORIDA	1 SOUTH WATER
2716 GOVERNMENT BLVD	
	MOBILE, AL 36602
MOBILE, AL 36606	KWALL@ASMGLOBALMOBILE.COM
Tel#251-450-2221	Delivery Reference
Fax 251-450-3111	KENDALL WALL
	Deliver To
	CONVENTION CENTER
	1 SOUTH WATER
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/24	282978				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	393/4 oz. rim full (337/8 oz. at fill line), glass (H 10 7/8"; T 31/2"; B 33/4"; D 33/4") (12 each per case)			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS. .			11095.00
	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference KENDALL WALL			
	Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602			
004	GLASS DISHWASHER RACK Vollrath Model No. 5275711 Packed 2 ea Signature Lemon Drop™ Rack, full size, (20) compartments, XXXXTall, 193/4"W x 193/4"D x 123/4"H, (compartment size 315/16" diameter x 113/8"H), polypropylene, light green with light green top extender, NSF, Made in USA (Refer to vollrathfoodservice.com for	75.00 EACH	99.22000	7441.50

Bill To	Requisition 00003923-00 FY 2024
ACCOUNTS PAYABLE	PO 24004888
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: Converted Page 4

Vendor	Ship To
KITCHEN EQUIPMENT & SUPPLY CO	CONVENTION CENTER
KESCO-FLORIDA	1 SOUTH WATER
2716 GOVERNMENT BLVD	
	MOBILE, AL 36602
MOBILE, AL 36606	KWALL@ASMGLOBALMOBILE.COM
Tel#251-450-2221	Delivery Reference
Fax 251-450-3111	KENDALL WALL
	Deliver To
	CONVENTION CENTER
	1 SOUTH WATER
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/24	282978				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	full warranty policy) 20 ea No imprinting, standard			
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS. .			1984.40
	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference KENDALL WALL			
	Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602			
005	TABLETOP BASKET TableCraft Products Model No. 1176W Packed 12 ea Basket, 10" x 61/2" x 3", oval, handwoven, polypropylene cord, natural (must be purchased in multiples of 12 each)	900.00 EACH	2.18000	1962.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS. .			1962.00

Bill To	Requisition 00003923-00 FY 2024
ACCOUNTS PAYABLE	PO 24004888
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: Converted Page 5

Vendor	Ship To
KITCHEN EQUIPMENT & SUPPLY CO	CONVENTION CENTER
KESCO-FLORIDA	1 SOUTH WATER
2716 GOVERNMENT BLVD	
	MOBILE, AL 36602
MOBILE, AL 36606	KWALL@ASMGLOBALMOBILE.COM
Tel#251-450-2221	Delivery Reference
Fax 251-450-3111	KENDALL WALL
	Deliver To
	CONVENTION CENTER
	1 SOUTH WATER
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/24	282978				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference KENDALL WALL Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602			
006	DISH CART / DOLLY $6,916.00 Cambro Model No. ADCSC8PKG480 SSeries Dish Caddy, 27"W x 27"D x 313/4"H, compact, adjustable, (8) CamLever towers, (2) molded in top handles, recessed handles on all sides, minimum dish size 53/4", maximum dish size 83/4", 500 lb. capacity, 360° maneuvering, includes vinyl cover with identification pocket, (4) 5" nonmarking casters: (2) each rigid & (2) each swivel with brake, one piece molded body, polyethylene, speckled gray, NSF (ships in 2 cartons)	7.00 EACH	914.42000	6400.94
1	2000.80.00.0000.0000.0000.0000.0000.44020.			

Bill To	Requisition 00003923-00 FY 2024
ACCOUNTS PAYABLE	PO 24004888
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: Converted Page 6

Vendor	Ship To
KITCHEN EQUIPMENT & SUPPLY CO	CONVENTION CENTER
KESCO-FLORIDA	1 SOUTH WATER
2716 GOVERNMENT BLVD	
	MOBILE, AL 36602
MOBILE, AL 36606	KWALL@ASMGLOBALMOBILE.COM
Tel#251-450-2221	Delivery Reference
Fax 251-450-3111	KENDALL WALL
	Deliver To
	CONVENTION CENTER
	1 SOUTH WATER
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/24	282978				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	E C0261 .OPERSUPPLS. .			6400.94

Ship To
CONVENTION CENTER
1 SOUTH WATER
MOBILE, AL 36602
Delivery Reference
KENDALL WALL

Deliver To
CONVENTION CENTER
1 SOUTH WATER
MOBILE, AL 36602

007	DISH CART / DOLLY Cambro Model No. ADCSC480 SSeries Dish Caddy, 27"W x 27"D x 313/4"H, compact, adjustable, (4) CamLever towers, (2) molded in top handles, recessed handles on all sides, minimum dish size 9", maximum dish size 12", 500 lb. capacity, 360° maneuvering, includes vinyl cover with identification pocket, (4) 5" nonmarking casters: (2) each rigid & (2) each swivel with brake, one piece molded body, polyethylene, speckled gray, NSF	16.00 EACH	749.55000	11992.80

1 2000.80.00.0000.0000.0000.0000.0000.44020.

Bill To	Requisition 00003923-00 FY 2024
ACCOUNTS PAYABLE	PO 24004888
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: Converted Page 7

Vendor	Ship To
KITCHEN EQUIPMENT & SUPPLY CO	CONVENTION CENTER
KESCO-FLORIDA	1 SOUTH WATER
2716 GOVERNMENT BLVD	
	MOBILE, AL 36602
MOBILE, AL 36606	KWALL@ASMGLOBALMOBILE.COM
Tel#251-450-2221	Delivery Reference
Fax 251-450-3111	KENDALL WALL
	Deliver To
	CONVENTION CENTER
	1 SOUTH WATER
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/24	282978				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	E C0261 .OPERSUPPLS. .			11992.80

Ship To
CONVENTION CENTER
1 SOUTH WATER
MOBILE, AL 36602
Delivery Reference
KENDALL WALL

Deliver To
CONVENTION CENTER
1 SOUTH WATER
MOBILE, AL 36602

008	PLATE COVER / CLOCHE American Metalcraft Model No. PC1025S Packed 24 ea Plate Cover, 10" to 101/4" dia., 2"H, round, standard or English foot, with finger hole, stainless steel, satin finish	4512.00 EACH	10.72000	48368.64
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS. .			48368.64

Bill To	Requisition 00003923-00 FY 2024
ACCOUNTS PAYABLE	PO 24004888
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: Converted Page 8

Vendor	Ship To
KITCHEN EQUIPMENT & SUPPLY CO	CONVENTION CENTER
KESCO-FLORIDA	1 SOUTH WATER
2716 GOVERNMENT BLVD	
	MOBILE, AL 36602
MOBILE, AL 36606	KWALL@ASMGLOBALMOBILE.COM
Tel#251-450-2221	Delivery Reference
Fax 251-450-3111	KENDALL WALL
	Deliver To
	CONVENTION CENTER
	1 SOUTH WATER
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/24	282978				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference KENDALL WALL Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602			
009	PLATE, CHINA Tuxton China Model No. ALA102 Packed 1 dz Plate, 101/4" dia., round, wide rim, rolled edge, microwave & dishwasher safe, oven proof, fully vitrified, leadfree, Alaska, Porcelain White	250.00 DOZEN	60.92000	15230.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS. .			15230.00

Bill To	Requisition 00003923-00 FY 2024
ACCOUNTS PAYABLE	PO 24004888
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: Converted Page 9

Vendor	Ship To
KITCHEN EQUIPMENT & SUPPLY CO	CONVENTION CENTER
KESCO-FLORIDA	1 SOUTH WATER
2716 GOVERNMENT BLVD	
	MOBILE, AL 36602
MOBILE, AL 36606	KWALL@ASMGLOBALMOBILE.COM
Tel#251-450-2221	Delivery Reference
Fax 251-450-3111	KENDALL WALL
	Deliver To
	CONVENTION CENTER
	1 SOUTH WATER
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/24	282978				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference KENDALL WALL Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602			
010	STEAK KNIFE Winco Model No. K80P Packed 25 dz Jumbo Steak Knife, 91/2" O.A.L., 5" blade, round tip, stainless steel blade, solid POM handle (Qty Break = 25 dozen)	400.00 DOZEN	11.75000	4700.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS. .			4700.00
	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference KENDALL WALL Deliver To			

Bill To	Requisition 00003923-00 FY 2024
ACCOUNTS PAYABLE	PO 24004888
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: Converted

Vendor	Ship To
KITCHEN EQUIPMENT & SUPPLY CO	CONVENTION CENTER
KESCO-FLORIDA	1 SOUTH WATER
2716 GOVERNMENT BLVD	
	MOBILE, AL 36602
MOBILE, AL 36606	KWALL@ASMGLOBALMOBILE.COM
Tel#251-450-2221	Delivery Reference
Fax 251-450-3111	KENDALL WALL
	Deliver To
	CONVENTION CENTER
	1 SOUTH WATER
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/24	282978				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602			
011	UNIVERSAL PAN RACK Winco Model No. ALRK20 Sheet Pan Rack, mobile, full height, (20) 18" x 26" or (40) 18" x 13" sheet pans capacity, 700 lb. capacity, (4) 5" swivel rubber casters, 3" runner spacing, aluminum, KD, NSF (Qty Break = 1 each)	45.00 EACH	151.60000	6822.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS. .			6822.00
	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference KENDALL WALL			
	Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602			
012	45 ea ALRK20CV Sheet Pan Rack	45.00	24.32000	1094.40

Bill To	Requisition 00003923-00 FY 2024
ACCOUNTS PAYABLE	PO 24004888
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: Converted Page 11

Vendor
KITCHEN EQUIPMENT & SUPPLY CO
KESCO-FLORIDA
2716 GOVERNMENT BLVD

MOBILE, AL 36606

Tel#251-450-2221
Fax 251-450-3111

Ship To
CONVENTION CENTER
1 SOUTH WATER

MOBILE, AL 36602
KWALL@ASMGLOBALMOBILE.COM

Delivery Reference
KENDALL WALL

Deliver To
CONVENTION CENTER
1 SOUTH WATER

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/24	282978				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	Cover, for (20) and (30) tier racks (Qty Break = 4 each)	EACH		
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS. .			1094.40
	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference KENDALL WALL Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602			
013	DINNER SPOON Winco Model No. 003403 Packed 25 dz Dinner Spoon, 71/8", 18/8 stainless steel, extra heavy weight, mirror finish, Stanford (Qty Break = 25 dozen)	400.00 DOZEN	14.29000	5716.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS. .			5716.00

Bill To	Requisition 00003923-00 FY 2024
ACCOUNTS PAYABLE	PO 24004888
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: Converted Page 12

Vendor	Ship To
KITCHEN EQUIPMENT & SUPPLY CO	CONVENTION CENTER
KESCO-FLORIDA	1 SOUTH WATER
2716 GOVERNMENT BLVD	
	MOBILE, AL 36602
MOBILE, AL 36606	KWALL@ASMGLOBALMOBILE.COM
Tel#251-450-2221	Delivery Reference
Fax 251-450-3111	KENDALL WALL
	Deliver To
	CONVENTION CENTER
	1 SOUTH WATER
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/24	282978				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference KENDALL WALL Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602			
014	DINNER FORK Winco Model No. 003405 Packed 25 dz Dinner Fork, 71/8", 18/8 stainless steel, extra heavy weight, mirror finish, Stanford (Qty Break = 25 dozen)	400.00 DOZEN	14.29000	5716.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS. .			5716.00
	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference KENDALL WALL Deliver To			

Bill To	Requisition 00003923-00 FY 2024
ACCOUNTS PAYABLE	PO 24004888
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: Converted Page 13

Vendor	Ship To
KITCHEN EQUIPMENT & SUPPLY CO	CONVENTION CENTER
KESCO-FLORIDA	1 SOUTH WATER
2716 GOVERNMENT BLVD	
	MOBILE, AL 36602
MOBILE, AL 36606	KWALL@ASMGLOBALMOBILE.COM
Tel#251-450-2221	Delivery Reference
Fax 251-450-3111	KENDALL WALL
	Deliver To
	CONVENTION CENTER
	1 SOUTH WATER
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/24	282978				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602			
015	DINNER KNIFE Winco Model No. 003408 Packed 15 dz Dinner Knife, 9", 18/8 stainless steel, extra heavy weight, mirror finish, Stanford (Qty Break = 15 dozen)	400.00 DOZEN	19.03000	7612.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS. .			7612.00
	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference KENDALL WALL			
	Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602			
016	BUTTER KNIFE / SPREADER Winco Model No. 003412 Packed 25 dz Butter Spreader, 65/8", 18/8 stainless steel, extra heavy	400.00 DOZEN	12.85000	5140.00

Bill To	Requisition 00003923-00 FY 2024
ACCOUNTS PAYABLE	PO 24004888
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: Converted

Vendor	Ship To
KITCHEN EQUIPMENT & SUPPLY CO	CONVENTION CENTER
KESCO-FLORIDA	1 SOUTH WATER
2716 GOVERNMENT BLVD	
	MOBILE, AL 36602
MOBILE, AL 36606	KWALL@ASMGLOBALMOBILE.COM
Tel#251-450-2221	Delivery Reference
Fax 251-450-3111	KENDALL WALL
	Deliver To
	CONVENTION CENTER
	1 SOUTH WATER
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/24	282978				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	weight, mirror finish, Stanford (Qty Break = 25 dozen)			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS. .			5140.00

Ship To
CONVENTION CENTER
1 SOUTH WATER
MOBILE, AL 36602
Delivery Reference
KENDALL WALL

Deliver To
CONVENTION CENTER
1 SOUTH WATER
MOBILE, AL 36602

Requisition Link

Requisition Total 176134.28

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

Account	Amount	Remaining Budget
E C0261 .OPERSUPPLS. .	176134.28	12672.04

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	176134.28	1945399.07

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

Bill To	Requisition 00003923-00 FY 2024
ACCOUNTS PAYABLE	PO 24004888
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: Converted Page 15

Vendor	Ship To
KITCHEN EQUIPMENT & SUPPLY CO	CONVENTION CENTER
KESCO-FLORIDA	1 SOUTH WATER
2716 GOVERNMENT BLVD	
	MOBILE, AL 36602
MOBILE, AL 36606	KWALL@ASMGLOBALMOBILE.COM
Tel#251-450-2221	Delivery Reference
Fax 251-450-3111	KENDALL WALL
	Deliver To
	CONVENTION CENTER
	1 SOUTH WATER
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/24	282978				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
CCancelled	02/16/24	SANDRA LEWIS	Requisition item removed chang
Approved	01/24/24	CARLEEN STOUT	Auto approved by: 910519420
Approved	01/24/24	CASSIE BOATWRIGHT	
Approved	02/16/24	CARLEEN STOUT	approved!
Approved	02/16/24	CASSIE BOATWRIGHT	Auto approved by: 910518486
Approved	01/24/24	BRENDA RHODES	
Approved	01/24/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	01/24/24	RELYA MALLORY	Auto approved by: 910511034
Approved	02/16/24	BRENDA RHODES	
Approved	02/16/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	02/16/24	RELYA MALLORY	Auto approved by: 910511034
Unknown	02/16/24	SANDRA LEWIS	
Approved	02/16/24	DONALD ROSE	Auto approved by: 910518227
Approved	02/16/24	SANDRA LEWIS	
Approved	02/16/24	STEVEN KRONINGER	Auto approved by: 910518227
Approved	02/16/24	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	02/16/24	JOHN PAINE	Auto approved by: 910518227
Approved	02/16/24	MICHAEL SPAFFORD	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5869

KITCHEN DINNER SERVICE ITEMS

	ITEMS	KITCHEN EQUIPMENT AN SUPPLY COMPANY	ALWAYS AVAILABLE WHOLESALES AND SUPPLY CORP	MOBILE FIXTURE AND EQUIPMENT COMPANY	COOKS DIRECT
1	GLASS GOBLET LIBBEY MODEL NO. 3712 PACKED 1 CS BANQUET GOBLET GLASS, 101/2 OZ., SAFEDGE® RIM & FOOT GUARANTEE, EMBASSY® (H 51/4"; T 27/8"; B 27/8"; D 31/8") (24 EACH PER CASE)	$ 102.58	$ 107.38	$ 98.14	$ 88.99
2	GLASS DISHWASHER RACK VOLLRATH MODEL NO. 5281611 PACKED 3 EA SIGNATURE LEMON DROP™ RACK, FULL SIZE, (30) COMPARTMENTS, TALL, 19 3/4"W X 193/4"D X 7"H, (COMPARTMENT SIZE 33/16" DIAMETER X 5 11/16"H), POLYPROPYLENE, LIGHT GREEN WITH LIGHT GREEN TOP EXTENDER, NSF, MADE IN USA	$ 55.99	$ 58.58	$ 57.01	$ 52.99
3	DECANTER CARAFE LIBBEY MODEL NO. 97000 PACKED 1 CS WINE DECANTER, 393/4 OZ. RIM FULL (337/8 OZ. AT FILL LINE), GLASS (H 10 7/8"; T 31/2"; B 33/4"; D 33/4") (12 EACH PER CASE)	$ 88.76	$ 88.05	$ 80.48	$ 75.29
4	GLASS DISHWASHER RACK VOLLRATH MODEL NO. 5275711 PACKED 2 EA SIGNATURE LEMON DROP RACK, FULL SIZE, (20) COMPARTMENTS, XXXXTALL, 19 3/4"W X 19 3/4"D X12 3/4" H, (COMPARTMENT SIZE 3 15/16" DIAMETER X 11 3/8: H) POLYPROPYLENE, LIGHT GREEN WITH LIGHT GREEN TOP EXTENDER, NSF, MADE IN USA 20 EA NO IMPRINTING, STANDARD	$ 99.22	$ 110.24	$ 107.32	$ 99.49
5	TABLETOP BASKET TABLECRAFT PRODUCTS MODEL NO. 1176W PACKED 12 EA BASKET, 10" X 61/2" X 3", OVAL, HANDWOVEN, POLYPROPYLENE CORD,NATURAL (MUST BE PURCHASED IN MULTIPLES OF 12 EACH	$ 2.18	$ 2.16	$ 2.10	$ 1.99
6	DISH CART / DOLLY CAMBRO MODEL NO. ADCSC 8PKG 480 S SERIES DISH CADDY, 27"W X 27"D X 313/4"H, COMPACT, ADJUSTABLE, (8)CAMLEVER TOWERS, (2) MOLDED IN TOP HANDLES, RECESSED HANDLES ON ALLSIDES, MINIMUM DISH SIZE 5 3/4", MAXIMUM DISH SIZE 8 3/4", 500 LB.CAPACITY, 360° MANEUVERING, INCLUDES VINYL COVER WITH IDENTIFICATION POCKET, (4) 5" NONMARKING CASTERS: (2) EACH RIGID & (2) EACH SWIVELWITH BRAKE, ONE PIECE MOLDED BODY, POLYETHYLENE, SPECKLED GRAY, NSF(SHIPS IN 2 CARTONS)	$ 914.42	$ 945.81	$ 1,023.00	$ 834.79

7	DISH CART / DOLLY CAMBRO MODEL NO. ADCSC 480S SERIES DISH CADDY, 27"W X 27"D X 31 3/4"H, COMPACT, ADJUSTABLE, (4) CAMLEVER TOWERS, (2) MOLDED IN TOP HANDLES, RECESSED HANDLES ON ALLSIDES, MINIMUM DISH SIZE 9", MAXIMUM DISH SIZE 12", 500 LB. CAPACITY,360° MANEUVERING, INCLUDES VINYL COVER WITH IDENTIFICATION POCKET, (4) 5" NONMARKING CASTERS: (2) EACH RIGID & (2) EACH SWIVEL WITH BRAKE,ONE PIECE MOLDED BODY, POLYETHYLENE, SPECKLED GRAY, NSF NO SUBSTITUIONS	$ 749.55	$ 755.12	$ 970.75	$ 666.49
8	PLATE COVER / CLOCHE AMERICAN METALCRAFT MODEL NO. PC1025S PACKED 24 EA PLATE COVER, 10" TO 10 1/4" DIA., 2"H, ROUND, STANDARD OR ENGLISH FOOT, WITH FINGER HOLE, STAINLESS STEEL, SATIN FINISH	$ 10.72	$ 11.19	$ 10.89	$ 10.09
9	PLATE, CHINA TUXTON CHINA MODEL NO. ALA 102 PACKED 1 DZ PLATE, 10 1/4" DIA., ROUND, WIDE RIM, ROLLED EDGE, MICROWAVE & DISHWASHER SAFE, OVEN PROOF, FULLY VITRIFIED, LEADFREE, ALASKA, PORCELAIN WHITE	$ 60.92	$ 61.01	$ 54.93	$ 50.99
10	STEAK KNIFE WINCO MODEL NO. K80P PACKED 25 DZ JUMBO STEAK KNIFE, 91/2" O.A.L., 5" BLADE, ROUND TIP, STAINLESS STEELBLADE, SOLID POM HANDLE (QTY BREAK = 25 DOZEN)	$ 11.75	$ 15.45	$ 12.83	$ 11.89
11	UNIVERSAL PAN RACK WINCO MODEL NO. ALRK20 SHEET PAN RACK, MOBILE, FULL HEIGHT, (20) 18" X 26" OR (40) 18" X 13"SHEET PANS CAPACITY, 700 LB. CAPACITY, (4) 5" SWIVEL RUBBER CASTERS, 3"RUNNER SPACING, ALUMINUM, KD, NSF (QTY BREAK = 1 EACH)	$ 151.60	$ 202.25	$ 151.88	$ 142.29
12	45 EA ALRK 20CV SHEET PAN RACK COVER, FOR (20) AND (30) TIER RACKS (QTYBREAK = 4 EACH	$ 24.32	$ 29.36	$ 24.37	$ 22.59
13	DINNER SPOON WINCO MODEL NO. 003403 PACKED 25 DZ DINNER SPOON, 7 1/8", 18/8 STAINLESS STEEL, EXTRA HEAVY WEIGHT, MIRROR FINISH, STANFORD (QTY BREAK = 25 DOZEN	$ 14.29	$ 17.54	$ 14.55	$ 13.49
14	DINNER FORK WINCO MODEL NO. 003405 PACKED 25 DZ DINNER FORK, 7 1/8", 18/8 STAINLESS STEEL, EXTRA HEAVY WEIGHT, MIRROR FINISH, STANFORD (QTY BREAK = 25 DOZEN	$ 14.29	$ 17.54	$ 14.55	$ 13.49
15	DINNER KNIFE WINCO MODEL NO. 003408 PACKED 15 DZ DINNER KNIFE, 9", 18/8 STAINLESS STEEL, EXTRA HEAVY WEIGHT, MIRROR FINISH, STANFORD (QTY BREAK = 15 DOZEN	$ 19.03	$ 23.35	** 1.39	$ 17.99
16	BUTTER KNIFE / SPREADER WINCO MODEL NO. 003412 PACKED 25 DZ BUTTER SPREADER, 6 5/8", 18/8 STAINLESS STEEL, EXTRA HEAVY WEIGHT, MIRROR FINISH, STANFORD (QTY BREAK = 25 DOZEN	$ 12.85	$ 15.77	$ 13.09	$ 12.19
	Total	$ 2,332.47	$ 2,460.80	$ 2,635.89	$ 2,115.04
		Awarded		wrong price for item as per vendor	not active vendor at time of bid opening

ADDENDUM

January 29, 2024

RE: City of Mobile Bid #5869 for Kitchen/Dinner Service Items

Please consider the following to be addendum to City of Mobile Bid #5869 Kitchen/Dinner Service Items.

On Bid page 2:
What does "Vendor will need to be able to deliver and set in place all items" mean?

CLARIFICATION:
The vendor will be responsible for all equipment necessary to handle all steps of delivery to the City's designated storage area(s). City will not assist in the unloading of purchased items. Vendor will be responsible for all the items needed to offload merchandise—including, but not limited to—pallet jacks, hand trucks, dollies, etc.

ADD:
Vendor is to submit with the bid a specific plan showing how the vendor will deliver the items on or before March 1, 2024. The City reserves the right to make the final decision on the delivery plan of the vendor. It is the City's sole discretion to determine if vendor's plan will be able to fulfill delivery requirements set out by the City.

The City has the right to make any and all inquiries to verify vendor's plan of delivery.

If you have any questions, please contact purchasing@cityofmobile.org.

Thank you for your consideration in this matter.

Sincerely,

John Paine
Purchasing Agent
City of Mobile
JP/en

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 005

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
01/25/2024	5869	CONVENTION CTR	As Specified

This bid must be received and stamped by the Purchasing office not later than: **12:01 PM, Friday, February 16, 2024**

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

KITCHEN/DINNER SERVICE ITEMS

SEE ATTACHED SHEET

Quote delivered pricing FOB Mobile.

Pricing shall be firm for a 6-month period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for up to five (5) additional 6-month periods.

System / Products Bid are to be compatible with existing equipment in use by the City of Mobile.

VENDOR WILL NEED TO BE ABLE TO DELIVER AND SET IN PLACE ALL ITEMS

VENDOR MUST BE A VENDOR OF THE CITY OF MOBILE IN ACTIVE STATUS BY THE OPENING OF THE BID.

DELIVERY OF ALL ITEMS MUST BE **ON OR BEFORE** MARCH 1, 2024 AT 4:00PM.

QUESTIONS REGARDING THIS BID WILL NOT BE ACCEPTED AFTER FEBRUARY 5, 2024 AT 2:00 PM.

Upon award, the City will purchase the minimum quantity listed.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

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 Licenseand 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 firm for a one-year period after award of bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for two (2) additional one-year periods.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.

TO BE AWARDED ON AN ALL OR NONE 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.

APPROX QTY: 250- 300 cases of 24

GLASS GOBLET LIBBEY MODEL NO. 3712 PACKED 1 CS BANQUET GOBLET GLASS, 101/2 OZ., SAFEDGE® RIM & FOOT GUARANTEE, EMBASSY® (H 51/4"; T 27/8"; B 27/8"; D 31/8") (24 EACH PER CASE) NO SUBSTITUIONS

Make_____Model_____ PRICE PER UNIT $_____

APPROX QTY: 200-250 racks

GLASS DISHWASHER RACK VOLLRATH MODEL NO. 5281611 PACKED 3 EA SIGNATURE LEMON DROP™ RACK, FULL SIZE, (30) COMPARTMENTS, TALL, 19 3/4"W X 193/4"D X 7"H, (COMPARTMENT SIZE 33/16" DIAMETER X 5 11/16"H), POLYPROPYLENE, LIGHT GREEN WITH LIGHT GREEN TOP EXTENDER, NSF, MADE IN USA (REFER TO VOLLRATHFOODSERVICE.COM FOR FULL WARRANTY POLICY) NO SUBSTITUIONS

Make_____Model_____ PRICE PER UNIT $_____

APPROX QTY: 125-150 CASES

DECANTER CARAFE LIBBEY MODEL NO. 97000 PACKED 1 CS
WINE DECANTER, 393/4 OZ. RIM FULL (337/8 OZ. AT FILL LINE), GLASS (H 10 7/8"; T 31/2"; B 33/4"; D 33/4") (12 EACH PER CASE) NO SUBSTITUIONS

Make_____Model_____ PRICE PER UNIT $_____

APPROX QTY: 75-100 racks

GLASS DISHWASHER RACK VOLLRATH MODEL NO. 5275711 PACKED 2 EA
SIGNATURE LEMON DROP™ RACK, FULL SIZE, (20) COMPARTMENTS, XXXXTALL, 193/4"W X 193/4"D X 123/4"H, (COMPARTMENT SIZE 315/16" DIAMETER X 113/8"H), POLYPROPYLENE, LIGHT GREEN WITH LIGHT GREEN TOP EXTENDER, NSF, MADE IN USA (REFER TO VOLLRATHFOODSERVICE.COM FOR FULL WARRANTY POLICY) 20 EA NO IMPRINTING, STANDARD NO SUBSTITUIONS

Make_____Model_____ PRICE PER UNIT $_____

APPROX QTY: 75-80 cases of 12

TABLETOP BASKET TABLECRAFT PRODUCTS MODEL NO. 1176W PACKED 12 EA
BASKET, 10" X 61/2" X 3", OVAL, HANDWOVEN, POLYPROPYLENE CORD, NATURAL (MUST BE PURCHASED IN MULTIPLES OF 12 EACH) NO SUBSTITUIONS

Make_____Model_____ PRICE PER UNIT $_____

APPROX QTY: 7-12 carts

DISH CART / DOLLY CAMBRO MODEL NO. ADCSC8PKG480
SSERIES DISH CADDY, 27"W X 27"D X 313/4"H, COMPACT, ADJUSTABLE, (8) CAMLEVER TOWERS, (2) MOLDED IN TOP HANDLES, RECESSED HANDLES ON ALL SIDES, MINIMUM DISH SIZE 53/4", MAXIMUM DISH SIZE 83/4", 500 LB. CAPACITY, 360° MANEUVERING, INCLUDES VINYL COVER WITH IDENTIFICATION POCKET, (4) 5" NONMARKING CASTERS: (2) EACH RIGID & (2) EACH SWIVEL WITH BRAKE, ONE PIECE MOLDED BODY, POLYETHYLENE, SPECKLED GRAY, NSF (SHIPS IN 2 CARTONS)) NO SUBSTITUIONS

Make_____Model_____ PRICE PER UNIT $_____

APPROX QTY: 16-21 carts

DISH CART / DOLLY CAMBRO MODEL NO. ADCSC480
SSERIES DISH CADDY, 27"W X 27"D X 313/4"H, COMPACT, ADJUSTABLE, (4) CAMLEVER TOWERS, (2) MOLDED IN TOP HANDLES, RECESSED HANDLES ON ALL SIDES, MINIMUM DISH SIZE 9", MAXIMUM DISH SIZE 12", 500 LB. CAPACITY, 360° MANEUVERING, INCLUDES VINYL COVER WITH IDENTIFICATION POCKET, (4) 5" NONMARKING CASTERS: (2) EACH RIGID & (2) EACH SWIVEL WITH BRAKE, ONE PIECE MOLDED BODY, POLYETHYLENE, SPECKLED GRAY, NSF NO SUBSTITUIONS

Make_____Model_____ PRICE PER UNIT $_____

APPROX QTY: 188-230 cases of 24

PLATE COVER / CLOCHE
AMERICAN METALCRAFT MODEL NO. PC1025S PACKED 24 EA
PLATE COVER, 10" TO 101/4" DIA., 2"H, ROUND, STANDARD OR ENGLISH FOOT, WITH FINGER HOLE, STAINLESS STEEL, SATIN FINISH NO SUBSTITUIONS

Make_____Model_____ PRICE PER UNIT $_____

APPROX QTY: 250-300 cases of 12

PLATE, CHINA TUXTON CHINA MODEL NO. ALA102 PACKED 1 DZ
PLATE, 101/4" DIA., ROUND, WIDE RIM, ROLLED EDGE, MICROWAVE & DISHWASHER SAFE, OVEN PROOF, FULLY VITRIFIED, LEADFREE, ALASKA, PORCELAIN WHITE NO SUBSTITUIONS

Make_____Model_____ PRICE PER UNIT $_____

APPROX QTY: 192-225 cases of 25 dozen

STEAK KNIFE WINCO MODEL NO. K80P PACKED 25 DZ
JUMBO STEAK KNIFE, 91/2" O.A.L., 5" BLADE, ROUND TIP, STAINLESS STEEL BLADE, SOLID POM HANDLE (QTY BREAK = 25 DOZEN) NO SUBSTITUIONS

Make_____Model_____ PRICE PER UNIT $_____

APPROX QTY: 45-55 racks

UNIVERSAL PAN RACK WINCO MODEL NO. ALRK20
SHEET PAN RACK, MOBILE, FULL HEIGHT, (20) 18" X 26" OR (40) 18" X 13" SHEET PANS CAPACITY, 700 LB. CAPACITY, (4) 5" SWIVEL RUBBER CASTERS, 3" RUNNER SPACING, ALUMINUM, KD, NSF (QTY BREAK = 1 EACH) NO SUBSTITUIONS

Make_____Model_____ PRICE PER UNIT $_____

APPROX QTY: 12-24 cases of 4

45 EA ALRK20CV SHEET PAN RACK COVER, FOR (20) AND (30) TIER RACKS (QTY BREAK = 4 EACH NO SUBSTITUIONS

Make_____Model_____ PRICE PER UNIT $_____

APPROX QTY: 16 -20 cases of 25 dozen

DINNER SPOON WINCO MODEL NO. 003403 PACKED 25 DZ
DINNER SPOON, 71/8", 18/8 STAINLESS STEEL, EXTRA HEAVY WEIGHT, MIRROR FINISH, STANFORD (QTY BREAK = 25 DOZEN NO SUBSTITUIONS

Make_____Model_____ PRICE PER UNIT $_____

APPROX QTY: 16-20 cases of 25 dozen

DINNER FORK WINCO MODEL NO. 003405 PACKED 25 DZ
DINNER FORK, 71/8", 18/8 STAINLESS STEEL, EXTRA HEAVY WEIGHT, MIRROR FINISH, STANFORD (QTY BREAK = 25 DOZEN NO SUBSTITUIONS

Make_____Model_____ PRICE PER UNIT $_____

APPROX QTY: 16-20 cases of 25 dozen

DINNER KNIFE WINCO MODEL NO. 003408 PACKED 15 DZ
DINNER KNIFE, 9", 18/8 STAINLESS STEEL, EXTRA HEAVY WEIGHT, MIRROR FINISH, STANFORD (QTY BREAK = 15 DOZEN NO SUBSTITUIONS

Make_____Model_____ PRICE PER UNIT $_____

APPROX QTY: 16-20 cases of 25 dozen

BUTTER KNIFE / SPREADER WINCO MODEL NO. 003412 PACKED 25 DZ
BUTTER SPREADER, 65/8", 18/8 STAINLESS STEEL, EXTRA HEAVY WEIGHT, MIRROR FINISH, STANFORD (QTY BREAK = 25 DOZEN NO SUBSTITUIONS

Make_____Model_____ PRICE PER UNIT $_____

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:2/27/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Quantico Tactical for two BNVD-SG night vision binoculars for MPD.
MPD EOD Homeland Security Grant

Amount of Contract:

$15,076.80

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240216 Quantico Agenda Package POs	Cover Memo	2/16/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	2/22/2024 - 12:40 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
3851	2024	(2590) GRANT MANAGEMENT	TWO BNVD-SG NIGHT VISION BINOCULARS FOR MPD (PRICE QUOTE)	$15,076.80	(297215) QUANTICO TACTICAL

Adopted:

_____
City Clerk

Bill To	Requisition 00003851-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5300.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 910518227 Status: Approved Page 1

Vendor
QUANTICO TACTICAL
9796 ABERDEEN RD

ABERDEEN, NC 28315-0000
UNITED STATES
Tel#9109445800

Ship To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE

MOBILE, AL 36608
TIFFANY.LEVY@CITYOFMOBILE.ORG

Delivery Reference
TIFFANY LEVY/SGT PAUL ALFORD

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
02/06/24	297215				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER YOUR QUOTE			
001	BNVD-SG NIGHT VISION GOGGLES STANDARD MILITARY ISSUE MULTI-PURPOSE: HANDHELD, HEAD-MOUNTED, HELMET-MOUNTED, WITH L3 MOUNTS, LIGHTWEIGHT, EQUIPPED WITH MOMENTARY OR CONTINUOUS IR SWITCH INTERNAL LOW BATTERY AND IR INDICATORS, COMBAT, PROVEN, WATER AND FOG RESISTANT, MUST INCORPORATE WHITE PHOSPHOR IMAGING TUBE (MINIMUM OF 1900 FOM), MUST INCORPORATE AND AUTO OFF FEATURE WHEN STOWED IN THE UP POSITION. Additional Description Notes --- VENDOR TO PROVIDE 450447-BNVD-SG 28300G24-B G24 HELMENT MOUNT	2.00 EACH	7538.40000	15076.80
1	5300.30.15.0000.0000.1530.0000.0000.47010. E G-PDEOD23 .CAPEQUIPMT. .			15076.80

Bill To	Requisition 00003851-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 5300.30.15.0000.0000.1530.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor
QUANTICO TACTICAL
9796 ABERDEEN RD

ABERDEEN, NC 28315-0000
UNITED STATES
Tel#9109445800

Ship To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE

MOBILE, AL 36608
TIFFANY.LEVY@CITYOFMOBILE.ORG

Delivery Reference
TIFFANY LEVY/SGT PAUL ALFORD

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
02/06/24	297215				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE
MOBILE, AL 36608
Delivery Reference
TIFFANY LEVY/SGT PAUL ALFORD

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644

Requisition Link

Requisition Total 15076.80

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

Account	Amount	Remaining Budget
E G-PDEOD23 .CAPEQUIPMT. .	15076.80	-76.80

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

Account	Amount	Remaining Budget
5300.30.15.0000.0000.1530.0000.0000.47010.	15076.80	

MISC POLICE GRANTS EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	01/09/24	TRAVIS MARSHALL	Auto approved by: 910520251
Approved	01/09/24	LAPORTSIA NETTLES	

Bill To	Requisition 00003851-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5300.30.15.0000.0000.1530.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor
QUANTICO TACTICAL
9796 ABERDEEN RD

ABERDEEN, NC 28315-0000
UNITED STATES
Tel#9109445800

Ship To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE

MOBILE, AL 36608
TIFFANY.LEVY@CITYOFMOBILE.ORG

Delivery Reference
TIFFANY LEVY/SGT PAUL ALFORD

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
02/06/24	297215				GRANT MANAGEMENT

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	01/09/24	RANDY THREADGILL		Auto approved by: 910520251	
	Approved	02/14/24	TRAVIS MARSHALL		Auto approved by: 910520251	
	Approved	02/14/24	LAPORTSIA NETTLES			
	Approved	02/14/24	RANDY THREADGILL		Auto approved by: 910520251	
	Unknown	01/24/24	SANDRA LEWIS			
	Rejected	01/24/24	SANDRA LEWIS		as per conversation	
	Approved	02/16/24	DONALD ROSE		Auto approved by: 910518227	
	Approved	02/16/24	SANDRA LEWIS			
	Approved	02/16/24	STEVEN KRONINGER		Auto approved by: 910518227	
	Approved	02/16/24	SAMANTHA COOLEY		Auto approved by: 910518227	
	Approved	02/16/24	JOHN PAINE		Auto approved by: 910518227	
	Approved	02/16/24	MICHAEL SPAFFORD		Auto approved by: 910518227	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sunbelt Fire Inc. for 12 sets of fire bunker turnout gear for MFRD.
EMS expense - general fund

Amount of Contract:

$46,200.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240216 Sunbelt2 Agenda Package POs	Cover Memo	2/16/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	2/22/2024 - 12:41 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
4877	2024	(1510) FIRE ADMINISTRATION	12 SETS FIRE BUKNER GEAR (COAT, PANT) FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$46,200.00	(198904) SUNBELT FIRE INC

Adopted:

_____

City Clerk

Bill To	Requisition 00004877-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	RICHARDSONV@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/24	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE Q-18820 AND HGAC CONTRACT EE08-19			
001	FIRE COAT, GLDC364-J Coat, Gxcel	12.00	2200.00000	26400.00
	Pbi Max per Quote No: Q-18820	EACH		
	Vendor Item			
	1 6120.70.15.0000.0000.1510.0000.0000.44020.			26400.00
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
002	FIRE TURNOUT/BUNKER PANT;	12.00	1650.00000	19800.00
	GLFC364-J Pant System, Pbi Max per	EACH		
	Quote No: Q-18820			
	Vendor Item			

Bill To	Requisition 00004877-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	RICHARDSONV@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/24	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	6120.70.15.0000.0000.1510.0000.0000.44020.			19800.00

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 46200.00

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

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.44020.		
	46200.00	1950856.17
EMERGENCY MEDICAL SVCS EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	02/15/24	DONALD ROSE	Auto approved by: 910520704
Approved	02/15/24	SANDRA LEWIS	Auto approved by: 910520704
Approved	02/15/24	STEVEN KRONINGER	Auto approved by: 910520704
Approved	02/15/24	SAMANTHA COOLEY	
Approved	02/15/24	JOHN PAINE	Auto approved by: 910520704
Approved	02/15/24	MICHAEL SPAFFORD	Auto approved by: 910520704

Bill To	Requisition 00004877-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	RICHARDSONV@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/24	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Product Information

Product Description
Globe GX-7 2023

Manufacturer
Globe

Product Code
EE19LFH

Contract
EE08-19 Emergency Medical & Rescue Equipment

Contract Category
Emergency Equipment & Supplies

Discount
25

Price Unit
EA

Keyword(s)
Bunker/Wildland Rescue Gear

View Catalog

Vendors Offering This Product

Air One Equipment, Inc.
Martin Svihra
msvihra@aoe.net
Phone: 847-289-9000
Fax: 847-289-9001

Allsource Enterprise LLC dba Safe Industries
Meredith Martin
mmartin@safeindustries.com
Phone: 877.997.7233
Fax: 864.845.7176

MacQueen Equipment, LLC. dba MacQueen Emergency Group
Mike Purdy
mike.purdy@macqueengroup.com
Phone: 651-523-1187
Fax: 651-645-6668

MacQueen Equipment, LLC. dba MacQueen Emergency Group
Jeremy Ware
jeremy.ware@macqueengroup.com
Phone: 262-337-9176
Fax: 651-645-6668

Witmer Public Safety Group
Jeff Trego
jtrego@wpsginc.com
Phone: 610-857-8070
Fax: 888-335-9800

Allsource Enterprise LLC dba Safe Industries
Taylor Dowling
tdowling@safeindustries.com
Phone: 864-845-7175
Fax: 864-845-7176

Casco Industries, Inc.
David Stewart
david@cascoindustries.com
Phone: 800-551-8787
Fax: 253-681-7877

MacQueen Equipment, LLC. dba MacQueen Emergency Group
Mike Purdy
mike.purdy@macqueengroup.com
Phone: 651-645-5726
Fax:

Sunbelt Fire, Inc.
Kent Bradley
kbradley@sunbeltfire.com
Phone: 251-928-9917
Fax: 251-928-9933

Sunbelt Fire, Inc.
Mike Sims
msims@sunbeltfire.com
Phone: 800.642.8484
Fax: 251-928-9933

Contact HGACBuy

Veronica Johnson
veronica.johnson@h-gac.com
Phone: 713-993-2446
Fax: 713-993-4548

Return to Products & Services | View This Contract

Emergency Medical & Rescue Equipment

Contract Information

Contract Number

EE08-19

Effective Dates

08/01/2019 - 07/31/2024

Contract Details

In-Home/Work & Onsite Public Access AEDs, Biphasic AEDs, Semi-Automic Biphasic Defibrillator w/ECG Monitoring; Manual Biphasic Defibrillator w/ECG Monitoring; Semi-Automatic Manual Biphasic Defibrillator w/Escalating Joules, Chest Compression Systems, Air lift rescue bags, Fire rescue saws, Electronic Personnel Accountability System (Stand-Alone), breathing air Systems.

Note: Use of this contract may require an additional competitive step. Click here for details (/about/how-to-make-purchases.aspx)

View Contacts (/contracts/contact-informati View Documents (/contracts/documents?contrac

Return to Products & Services (/products-and-services?contractid=82)

All Products

Search Products

Description	Code	Manufacturer	Price	Discount
2019 Viking Pricing (/products-and-services/view-product?productid=22155)	EE19LMA	Viking		3%
2023 3M Scott Fire & Safety Price List (Effective 08/01/2023) (/products-and-services/view-product?productid=22108)	EE19HCA	3M Company		0%
2023 3M Scott Fire & Safety Price List (Effective 08/01/2023) (/products-and-services/view-product?productid=22066)	EE19ADA	3M Company		15%
2023 AMKUS Rescue Systems Price List: Effective Date 1/1/23 (/products-and-services/view-product?productid=22070)	EE19BBA	Amkus		
2023 AMKUS Rescue Systems Price List: Effective Date 1/1/23 (/products-and-services/view-product?productid=22077)	EE19CBA	Amkus		
2023 AMKUS Rescue Systems Price List: Effective Date 1/1/23 (/products-and-services/view-product?productid=22084)	EE19DBA	Amkus		
2023 AMKUS Rescue Systems Price List: Effective Date 1/1/23 (/products-and-services/view-product?productid=22091)	EE19EBA	Amkus		
2023 AMKUS Rescue Systems Price List: Effective Date 1/1/23 (/products-and-services/view-product?productid=22101)	EE19FFA	Amkus		

2023 Fire-Dex Consumer Price List (Effective 03/01/23) (/products-and-services/view-product?productid=22153)	EE19LKA	Chieftain	
2023 Fire-Dex Consumer Price List (Effective 03/01/23) (/products-and-services/view-product?productid=22152)	EE19LJA	Fire-Dex	
2023 Fire-Dex Consumer Price List (Effective 03/01/23) (/products-and-services/view-product?productid=22134)	EE19LCA	TECGEN	
Artic 2023 List Price (Effective 04/01/2023) (/products-and-services/view-product?productid=22122)	EE19KEA	Artic	List-2%
Bullard Fire Thermal Imaging Pricing Effective Feb. 1, 2019 (/products-and-services/view-product?productid=22106)	EE19HAA	Bullard	** -0% -7%
CARDIAC SCIENCE 2019 Price List (/products-and-services/view-product?productid=22037)	EE19A11	Cardiac Science	40% off AEDs, 25% off Accessories
CARDIAC SCIENCE 2019 Price List (/products-and-services/view-product?productid=22043)	EE19B11	Cardiac Science	40% off AEDs, 25% off Accessories
CARDIAC SCIENCE 2019 Price List (/products-and-services/view-product?productid=22048)	EE19C11	Cardiac Science	30% off Defibrillators, 25% off Accessories
Cutters Edge Retail Price List (/products-and-services/view-product?productid=22112)	EE19IAA	Cutters Edge	6.25%
Defibtech 2019 Price List (/products-and-services/view-product?productid=22042)	EE19A71	Defibtech	40% off AEDs, 20% off Accessories
Defibtech 2019 Price List (/products-and-services/view-product?productid=22053)	EE19C71	Defibtech	30% off Defibrillators, 20% off Accessories
Defibtech 2019 Price List (/products-and-services/view-product?productid=22057)	EE19D71	Defibtech	18% off Defibrillators, 18% off Accessories
Draeger Responder Catalog - Jan 2023 (/products-and-services/view-product?productid=22111)	EE19HFA	Draeger	11.00%

Draeger Responder Catalog Jan 2023 Price List (/products-and-services/view-product?productid=22063)	EE19AAA	Draeger	11.00%
Dragon Fire Brand Gloves (Effective 01/01/2023) (/products-and-services/view-product?productid=22161)	EE19LSA	Dragon Gloves	List-15%
EagleAir Price List - Effective Date 09/01/2023 (/products-and-services/view-product?productid=22121)	EE19KDA	Eagle Air	0%
Fire & Rescue Helmets Price List (Eff. Feb. 1, 2019) (/products-and-services/view-product?productid=22156)	EE19LNA	Bullard	-38%
Fire and Rescue Helmets-Effective 01/01/2024 (/products-and-services/view-product?productid=22164)	EE19LVA	MSA Safety Sales LLC	15
Fire Hooks Unlimited 2023 (Effective 02/20/2023) (/products-and-services/view-product?productid=22117)	EE19IFA	Partner	List-2%
Firecraft Safety Products, Feb 2023 Price List (/products-and-services/view-product?productid=22160)	EE19LRA	Firecraft Safety	11.00%
Fireline products & Hoods (/products-and-services/view-product?productid=22147)	EE19LGA	PGI	15
FLIR Fire Segment & UAV Kits 2018-2019 Price List (/products-and-services/view-product?productid=22110)	EE19HEA	Flir	14%
Footwear - Cosmas 2019 List Price - Effective 01/01/2019 (/products-and-services/view-product?productid=22163)	EE19LUA	Cosmas	29
Footwear 2019 Price List (/products-and-services/view-product?productid=22133)	EE19LBF	Honeywell	44%
Genesis Rescue Systems 2023 Product Price Schedule EFFECTIVE 2/27/2023 (/products-and-services/view-product?productid=22083)	EE19DAA	Genesis Rescue Systems	3.50%
Genesis Rescue Systems 2023 Product Price Schedule EFFECTIVE 2/27/2023 (/products-and-services/view-product?productid=22076)	EE19CAA	Genesis Rescue Systems	3.50%

Genesis Rescue Systems 2023 Product Price Schedule EFFECTIVE 2/27/2023 (/products-and-services/view-product?productid=22069)	EE19BAA	Genesis Rescue Systems	3.50%
Genesis Rescue Systems 2023 Product Price Schedule EFFECTIVE 2/27/2023 (/products-and-services/view-product?productid=22102)	EE19GAA	Genesis Rescue Systems	3.50%
Genesis Rescue Systems 2023 Product Price Schedule EFFECTIVE 2/27/2023 (/products-and-services/view-product?productid=22097)	EE19FAA	Genesis Rescue Systems	3.50%
Genesis Rescue Systems 2023 Product Price Schedule EFFECTIVE 2/27/2023 (/products-and-services/view-product?productid=22090)	EE19EAA	Genesis Rescue Systems	3.50%
Globe Athletix 2023 (/products-and-services/view-product?productid=22143)	EE19LFF	Globe	25
Globe Classix Metro 2023 (/products-and-services/view-product?productid=22139)	EE19LFB	Globe	25
Globe Classix SE 2023 (/products-and-services/view-product?productid=22138)	EE19LFA	Globe	25
Globe Footgear 2023 (/products-and-services/view-product?productid=22146)	EE19LFI	Globe	25
Globe G-Xcel 2023 (/products-and-services/view-product?productid=22144)	EE19LFG	Globe	25
Globe G-Xtreme 3.0 2023 (/products-and-services/view-product?productid=22142)	EE19LFE	Globe	25
Globe GX-7 2023 (/products-and-services/view-product?productid=22145)	EE19LFH	Globe	25
Globe IH Ready 2023 (/products-and-services/view-product?productid=22141)	EE19LFD	Globe	25

Globe Letters and Accessories 2023 (/products-and-services/view-product?productid=22140)	EE19LFC	Globe	25
Gloves Hoods Suspenders 2019 Price List (/products-and-services/view-product?productid=22132)	EE19LBE	Honeywell	44%
GRACE INDUSTRIES FireFighter Catalog 2020 US Price Pages (/products-and-services/view-product?productid=22118)	EE19JAA	Grace Ind.	10% Discount
Haix EMS Station Boots, Fire Boots, Forestry Boots, LE Boots, 2019 Price List (/products-and-services/view-product?productid=22162)	EE19LTA	HAIX	18%
HeartSine 2019 Price List (/products-and-services/view-product?productid=22058)	EE19E21	HeartSine	40% off Defibrillators, 25% off Accessories
HeartSine 2019 Price List (/products-and-services/view-product?productid=22049)	EE19C21	HeartSine	40% off Defibrillators, 25% off Accessories
HeartSine 2019 Price List (/products-and-services/view-product?productid=22044)	EE19B21	HeartSine	40% off AEDs, 25% off Accessories
HeartSine 2019 Price List (/products-and-services/view-product?productid=22045)	EE19B22	HeartSine	40% off AEDs, 25% off Accessories
HeartSine 2019 Price List (/products-and-services/view-product?productid=22038)	EE19A21	HeartSine	40% off AEDs, 25% off Accessories
Holmatro Rescue Tools Suggested List Price, Effective January 2, 2024 (/products-and-services/view-product?productid=22078)	EE19CCA	Holmatro	-3%
Holmatro Rescue Tools Suggested List Price, Effective January 2, 2024 (/products-and-services/view-product?productid=22071)	EE19BCA	Holmatro	-3%

Holmatro Rescue Tools Suggested List Price, Effective January 2, 2024 (/products-and-services/view-product?productid=22103)	EE19GBA	Holmatro	-3%
Holmatro Rescue Tools Suggested List Price, Effective January 2, 2024 (/products-and-services/view-product?productid=22098)	EE19FBA	Holmatro	-3%
Holmatro Rescue Tools Suggested List Price, Effective January 2, 2024 (/products-and-services/view-product?productid=22092)	EE19ECA	Holmatro	-3%
Holmatro Rescue Tools Suggested List Price, Effective January 2, 2024 (/products-and-services/view-product?productid=22085)	EE19DCA	Holmatro	-3%
Honeywell Respiratory Protection, Oct 2022 Price List (/products-and-services/view-product?productid=22068)	EE19AFA	Honeywell	11.00%
Hurst Jaws of Life - Price List 2023 - 10,000 PSI (/products-and-services/view-product?productid=22088)	EE19DDC	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - 10,000 PSI (/products-and-services/view-product?productid=22095)	EE19EDC	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - 10,000 PSI (/products-and-services/view-product?productid=22074)	EE19BDC	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - 10,000 PSI (/products-and-services/view-product?productid=22081)	EE19CDC	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - 5000 PSI (/products-and-services/view-product?productid=22073)	EE19BDB	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - 5000 PSI (/products-and-services/view-product?productid=22094)	EE19EDB	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - 5000 PSI (/products-and-services/view-product?productid=22087)	EE19DDB	Hurst Products	15%

Hurst Jaws of Life - Price List 2023 - 5000 PSI (/products-and-services/view-product?productid=22080)	EE19CDB	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - eDRAULIC (/products-and-services/view-product?productid=22093)	EE19EDA	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - eDRAULIC (/products-and-services/view-product?productid=22072)	EE19BDA	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - eDRAULIC (/products-and-services/view-product?productid=22086)	EE19DDA	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - eDRAULIC (/products-and-services/view-product?productid=22079)	EE19CDA	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - StrongArm (/products-and-services/view-product?productid=22075)	EE19BDD	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - StrongArm (/products-and-services/view-product?productid=22082)	EE19CDD	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - StrongArm (/products-and-services/view-product?productid=22096)	EE19EDD	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - StrongArm (/products-and-services/view-product?productid=22089)	EE19DDD	Hurst Products	15%
Innotex Price List 2019 VER 2019-01-01 (Eff. Jan. 1, 2023) (/products-and-services/view-product?productid=22154)	EE19LLA	Innotex	-20%
Lifeliner Hoods Catalog (/products-and-services/view-product?productid=22151)	EE19LIA	Stanfield's	15
LION HEAD & EYE PROTECTION - Feb 2023 Price List (/products-and-services/view-product?productid=22124)	EE19LAB	Lion	31.00%
LION PROTECTIVE GLOVES 2019 Price List (/products-and-services/view-product?productid=22125)	EE19LAC	Lion	20%

LION TR51 TECHNICAL RESCUE AND RECOVERY ENSEMBLE - Feb 2023 Price List (/products-and-services/view-product?productid=22126)	EE19LAE	Lion	31.00%
LION Turnouts and Accessories - Feb 2023 Price List (/products-and-services/view-product?productid=22123)	EE19LAA	Lion	31.00%
LION VERSA PRO 2019 Price List (/products-and-services/view-product?productid=22127)	EE19LAF	Lion	18%
Majestic Fire Apparel 2018-2019 (/products-and-services/view-product?productid=22157)	EE19LOA	Majestic Fire Apparel	18%
Morining Pride TAILS 2019 Price List (/products-and-services/view-product?productid=22128)	EE19LBA	Honeywell	59%
Morning Pride and EV1 Helmet 2019 Price List (/products-and-services/view-product?productid=22131)	EE19LBD	Honeywell	55%
Morning Pride RANGER 2019 Price List (/products-and-services/view-product?productid=22129)	EE19LBB	Honeywell	59%
Morning Pride Viper Edge VE 2019 Price List (/products-and-services/view-product?productid=22130)	EE19LBC	Honeywell	59%
MSA 2024 US Suggested List Price Book (Effective January 1, 2024) (/products-and-services/view-product?productid=22109)	EE19HDA	MSA Safety Sales LLC	5
MSA 2024 US Suggested List Price Book (Effective January 1, 2024) (/products-and-services/view-product?productid=22065)	EE19ACA	MSA Safety Sales LLC	15
MTS Brand - Lakeland Fire 2023 List Price Schedule - (Effective 04/01/2023) (/products-and-services/view-product?productid=22150)	EE19LHC	Lakeland Fire	List-36%

OSX Brand - Lakeland Fire 2023 List Price Schedule (Effective 04/01/2023) (/products-and-services/view-product?productid=22148)	EE19LHA	Lakeland Fire	List-36%
Paratech 2023 List Price Schedule (Effective 01/01/23) (/products-and-services/view-product?productid=22105)	EE19GDA	Paratech	List- 7%
Paratech 2023 List Price Schedule (Effective 01/01/23) (/products-and-services/view-product?productid=22099)	EE19FCA	Paratech	List- 7%
Philips 2019 Price List (/products-and-services/view-product?productid=22040)	EE19A41	Philips	42.00%
Philips 2019 Price List (/products-and-services/view-product?productid=22046)	EE19B41	Philips	42.00%
Philips 2019 Price List (/products-and-services/view-product?productid=22051)	EE19C41	Philips	30% off Defibrillators, 25% off Accessories
Philips 2019 Price List (/products-and-services/view-product?productid=22055)	EE19D41	Philips	18% off Defibrillators, 18% off Accessories
Physio-Control 2019 Price List (/products-and-services/view-product?productid=22062)	EE19F91	Physio-Control	15% off Chest Compression Device, 20% off Accessories
Physio-Control 2019 Price List (/products-and-services/view-product?productid=22059)	EE19E31	Physio-Control	18% off Defibrillators, 18% off Accessories
Physio-Control 2019 Price List (/products-and-services/view-product?productid=22039)	EE19A31	Physio-Control	40% off AEDs, 20% off Accessories
Physio-Control 2019 Price List (/products-and-services/view-product?productid=22050)	EE19C31	Physio-Control	30% off Defibrillators, 20% off Accessories
Physio-Control 2023 Price List (/products-and-services/view-product?productid=22054)	EE19D31	Physio-Control	20.00%
Rescue 42 2021 Price List (/products-and-services/view-product?productid=22100)	EE19FDA	Rescue 42	8%

RESCUE80 2021 Price List (/products-and-services/view-product?productid=22135)	EE19LCB	TECGEN	45%
SCX Brand - Lakeland Fire 2023 List Price Schedule - (Effective 04/01/2023) (/products-and-services/view-product?productid=22149)	EE19LHB	Lakeland Fire	List-36%
Shelby Specialty Gloves, Work/Rescue/Extrication/Fire-NFPA Compliant, - Aug 2022 Price List (/products-and-services/view-product?productid=22159)	EE19LQA	Shelby Specialty Gloves	18.00%
Stallion Air 2019 Price List (/products-and-services/view-product?productid=22120)	EE19KCA	Stallian air	3%
Stihl Saws (Effective 01/01/2023) (/products-and-services/view-product?productid=22116)	EE19IEA	Stihl	List-2%
Super Vac Fan Price List (Effective 04/01/23) (/products-and-services/view-product?productid=22115)	EE19IDA	Super Vac	List-22%
Tempest Technology Fire Price List, 2019 (/products-and-services/view-product?productid=22113)	EE19IBA	Tempest	16%
The argus Range of Thermal Imaging Cameras 2022 Price List (/products-and-services/view-product?productid=22107)	EE19HBA	Avon Protection Systems	8.00%
Thorogood Fire & Uniform Price List, 2018-2019 (/products-and-services/view-product?productid=22158)	EE19LPA	Weinbrenner/Thorogood	23%
Unifire Products Price List (Effective 01/01/2023) (/products-and-services/view-product?productid=22114)	EE19ICA	Unifire	List-10%
Veridian Fire Protective Gear 2022 Price List (Effective 3/20/2023) (/products-and-services/view-product?productid=22137)	EE19LEA	Veridian	30%
Vetter Rescue Price List 2021 (/products-and-services/view-product?productid=22104)	EE19GCA	Hurst-Vetter	15%

Wildland Gear (/products-and-services/view-product?productid=22136)	EE19LDA	Crewboss Div of Western Shelter	5
Zoll 2019 Price List (/products-and-services/view-product?productid=22056)	EE19D61	Zoll Medical	18% off Defibrillators, 18% off Accessories
Zoll 2019 Price List (/products-and-services/view-product?productid=22052)	EE19C61	Zoll Medical	30% off Defibrillators, 15% off Accessories
Zoll 2019 Price List (/products-and-services/view-product?productid=22047)	EE19B61	Zoll Medical	40% off AEDs, 15% off Accessories
Zoll 2019 Price List (/products-and-services/view-product?productid=22041)	EE19A61	Zoll Medical	40% off AEDs, 15% off Accessories
Zoll 2019 Price List (/products-and-services/view-product?productid=22060)	EE19E61	Zoll Medical	18% off Defibrillators, 18% off Accessories
Zoll 2019 Price List (/products-and-services/view-product?productid=22061)	EE19F61	Zoll Medical	15% off Chest Compression Device, 18% off Accessories

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
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
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by H-GAC pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing H-GAC, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that H-GAC, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, H-GAC's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sunbelt Fire Inc. for 49 leather fire boots and 28 fire helmets for MFRD.
General fund.

Amount of Contract:

$39,221.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20240216 Sunbelt Agenda Package POs	Cover Memo	2/16/2024

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	2/22/2024 - 12:41 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 requisitions as indicated below and attached herein:

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
4865, 5212	2024	(1510) FIRE ADMINISTRATION	49 LEATHER FIRE BOOTS AND 28 FIRE HELMETS FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$39,221.00	(198904) SUNBELT FIRE INC

Adopted:

_____

City Clerk

Bill To	Requisition 00004865-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	RICHARDSONV@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/24	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE Q-19669 AND HGAC CONTRACT EE08-19			
001	BOOTS FIRE, LEATHER, PULL ON, BLACK. VENDOR TO PROVIDE GLOBE 1201420.	24.00 EACH	585.00000	14040.00
	Additional Description Notes			
	per quote Q-19669			
	Vendor Item			
	Inventory Item/Loc 13931			
1	1000.30.15.1510.1522.1510.0000.0000.44020.			14040.00
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
002	HELMET FIRE AS SPECIFIED:	28.00	377.00000	10556.00

Bill To	Requisition 00004865-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	RICHARDSONV@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/24	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MSAC-TRD71C2A122100 Helmet, 1044 Def PER Quote No: Q-19669 Vendor Item	EACH		
1	1000.30.15.1510.1522.1510.0000.0000.44020.			10556.00
	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 24596.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.44020.	24596.00	5290216.47
FIRE SUPPRESSION DIV EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	02/15/24	DONALD ROSE	Auto approved by: 910520704
Approved	02/15/24	SANDRA LEWIS	Auto approved by: 910520704

Bill To	Requisition 00004865-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	RICHARDSONV@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/01/24	198904				FIRE ADMINISTRATION

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	02/15/24	STEVEN KRONINGER		Auto approved by: 910520704	
	Approved	02/15/24	SAMANTHA COOLEY			
	Approved	02/15/24	JOHN PAINE		Auto approved by: 910520704	
	Approved	02/15/24	MICHAEL SPAFFORD		Auto approved by: 910520704	
	Approved	02/15/24	JAMES NEESE JR		Auto approved by: 910520704	

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00005212-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	RICHARDSONV@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/09/24	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER QUOTE Q-19945 AND HGAC CONTRACT: EE08-19			
001	BOOTS FIRE, LEATHER, PULL ON, BLACK.	25.00 EACH	585.00000	14625.00
	Additional Description Notes			
	GL1201420			
	Boot, Supreme			
	PER QUOTE Q-19945			
	Vendor Item			
	Inventory Item/Loc 13931			
1	1000.30.15.1510.1522.1510.0000.0000.44020.			14625.00
	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			

Bill To	Requisition 00005212-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SUNBELT FIRE INC	FIRE CENTRAL SUPPLY
8050 MCGOWIN DRIVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
FAIRHOPE, AL 36532	RICHARDSONV@CITYOFMOBILE.ORG
Tel#251-928-9917	Delivery Reference
Fax 251-928-9933	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/09/24	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			14625.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.44020.	14625.00	5290216.47
FIRE SUPPRESSION DIV EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	02/15/24	DONALD ROSE	Auto approved by: 910520704
Approved	02/15/24	SANDRA LEWIS	Auto approved by: 910520704
Approved	02/15/24	STEVEN KRONINGER	Auto approved by: 910520704
Approved	02/15/24	SAMANTHA COOLEY	
Approved	02/15/24	JOHN PAINE	Auto approved by: 910520704
Approved	02/15/24	MICHAEL SPAFFORD	Auto approved by: 910520704

Authorized By: _____ Date: _____
Signature

Product Information

Product Description
Globe GX-7 2023

Manufacturer
Globe

Product Code
EE19LFH

Contract
EE08-19 Emergency Medical & Rescue Equipment

Contract Category
Emergency Equipment & Supplies

Discount
25

Price Unit
EA

Keyword(s)
Bunker/Wildland Rescue Gear

View Catalog

Vendors Offering This Product

Air One Equipment, Inc.
Martin Svihra
msvihra@aoe.net
Phone: 847-289-9000
Fax: 847-289-9001

Allsource Enterprise LLC dba Safe Industries
Meredith Martin
mmartin@safeindustries.com
Phone: 877.997.7233
Fax: 864.845.7176

MacQueen Equipment, LLC. dba MacQueen Emergency Group
Mike Purdy
mike.purdy@macqueengroup.com
Phone: 651-523-1187
Fax: 651-645-6668

MacQueen Equipment, LLC. dba MacQueen Emergency Group
Jeremy Ware
jeremy.ware@macqueengroup.com
Phone: 262-337-9176
Fax: 651-645-6668

Witmer Public Safety Group
Jeff Trego
jtrego@wpsginc.com
Phone: 610-857-8070
Fax: 888-335-9800

Allsource Enterprise LLC dba Safe Industries
Taylor Dowling
tdowling@safeindustries.com
Phone: 864-845-7175
Fax: 864-845-7176

Casco Industries, Inc.
David Stewart
david@cascoindustries.com
Phone: 800-551-8787
Fax: 253-681-7877

MacQueen Equipment, LLC. dba MacQueen Emergency Group
Mike Purdy
mike.purdy@macqueengroup.com
Phone: 651-645-5726
Fax:

Sunbelt Fire, Inc.
Kent Bradley
kbradley@sunbeltfire.com
Phone: 251-928-9917
Fax: 251-928-9933

Sunbelt Fire, Inc.
Mike Sims
msims@sunbeltfire.com
Phone: 800.642.8484
Fax: 251-928-9933

Contact HGACBuy

Veronica Johnson
veronica.johnson@h-gac.com
Phone: 713-993-2446
Fax: 713-993-4548

Return to Products & Services | View This Contract

Emergency Medical & Rescue Equipment

Contract Information

Contract Number

EE08-19

Effective Dates

08/01/2019 - 07/31/2024

Contract Details

In-Home/Work & Onsite Public Access AEDs, Biphasic AEDs, Semi-Automic Biphasic Defibrillator w/ECG Monitoring; Manual Biphasic Defibrillator w/ECG Monitoring; Semi-Automatic Manual Biphasic Defibrillator w/Escalating Joules, Chest Compression Systems, Air lift rescue bags, Fire rescue saws, Electronic Personnel Accountability System (Stand-Alone), breathing air Systems.

Note: Use of this contract may require an additional competitive step. Click here for details (/about/how-to-make-purchases.aspx)

View Contacts (/contracts/contact-informati View Documents (/contracts/documents?contrac

Return to Products & Services (/products-and-services?contractid=82)

All Products

Search Products

Description	Code	Manufacturer	Price	Discount
2019 Viking Pricing (/products-and-services/view-product?productid=22155)	EE19LMA	Viking		3%
2023 3M Scott Fire & Safety Price List (Effective 08/01/2023) (/products-and-services/view-product?productid=22108)	EE19HCA	3M Company		0%
2023 3M Scott Fire & Safety Price List (Effective 08/01/2023) (/products-and-services/view-product?productid=22066)	EE19ADA	3M Company		15%
2023 AMKUS Rescue Systems Price List: Effective Date 1/1/23 (/products-and-services/view-product?productid=22070)	EE19BBA	Amkus		
2023 AMKUS Rescue Systems Price List: Effective Date 1/1/23 (/products-and-services/view-product?productid=22077)	EE19CBA	Amkus		
2023 AMKUS Rescue Systems Price List: Effective Date 1/1/23 (/products-and-services/view-product?productid=22084)	EE19DBA	Amkus		
2023 AMKUS Rescue Systems Price List: Effective Date 1/1/23 (/products-and-services/view-product?productid=22091)	EE19EBA	Amkus		
2023 AMKUS Rescue Systems Price List: Effective Date 1/1/23 (/products-and-services/view-product?productid=22101)	EE19FFA	Amkus		

2023 Fire-Dex Consumer Price List (Effective 03/01/23) (/products-and-services/view-product?productid=22153)	EE19LKA	Chieftain	
2023 Fire-Dex Consumer Price List (Effective 03/01/23) (/products-and-services/view-product?productid=22152)	EE19LJA	Fire-Dex	
2023 Fire-Dex Consumer Price List (Effective 03/01/23) (/products-and-services/view-product?productid=22134)	EE19LCA	TECGEN	
Artic 2023 List Price (Effective 04/01/2023) (/products-and-services/view-product?productid=22122)	EE19KEA	Artic	List-2%
Bullard Fire Thermal Imaging Pricing Effective Feb. 1, 2019 (/products-and-services/view-product?productid=22106)	EE19HAA	Bullard	** -0% -7%
CARDIAC SCIENCE 2019 Price List (/products-and-services/view-product?productid=22037)	EE19A11	Cardiac Science	40% off AEDs, 25% off Accessories
CARDIAC SCIENCE 2019 Price List (/products-and-services/view-product?productid=22043)	EE19B11	Cardiac Science	40% off AEDs, 25% off Accessories
CARDIAC SCIENCE 2019 Price List (/products-and-services/view-product?productid=22048)	EE19C11	Cardiac Science	30% off Defibrillators, 25% off Accessories
Cutters Edge Retail Price List (/products-and-services/view-product?productid=22112)	EE19IAA	Cutters Edge	6.25%
Defibtech 2019 Price List (/products-and-services/view-product?productid=22042)	EE19A71	Defibtech	40% off AEDs, 20% off Accessories
Defibtech 2019 Price List (/products-and-services/view-product?productid=22053)	EE19C71	Defibtech	30% off Defibrillators, 20% off Accessories
Defibtech 2019 Price List (/products-and-services/view-product?productid=22057)	EE19D71	Defibtech	18% off Defibrillators, 18% off Accessories
Draeger Responder Catalog - Jan 2023 (/products-and-services/view-product?productid=22111)	EE19HFA	Draeger	11.00%

Draeger Responder Catalog Jan 2023 Price List (/products-and-services/view-product?productid=22063)	EE19AAA	Draeger	11.00%
Dragon Fire Brand Gloves (Effective 01/01/2023) (/products-and-services/view-product?productid=22161)	EE19LSA	Dragon Gloves	List-15%
EagleAir Price List - Effective Date 09/01/2023 (/products-and-services/view-product?productid=22121)	EE19KDA	Eagle Air	0%
Fire & Rescue Helmets Price List (Eff. Feb. 1, 2019) (/products-and-services/view-product?productid=22156)	EE19LNA	Bullard	-38%
Fire and Rescue Helmets-Effective 01/01/2024 (/products-and-services/view-product?productid=22164)	EE19LVA	MSA Safety Sales LLC	15
Fire Hooks Unlimited 2023 (Effective 02/20/2023) (/products-and-services/view-product?productid=22117)	EE19IFA	Partner	List-2%
Firecraft Safety Products, Feb 2023 Price List (/products-and-services/view-product?productid=22160)	EE19LRA	Firecraft Safety	11.00%
Fireline products & Hoods (/products-and-services/view-product?productid=22147)	EE19LGA	PGI	15
FLIR Fire Segment & UAV Kits 2018-2019 Price List (/products-and-services/view-product?productid=22110)	EE19HEA	Flir	14%
Footwear - Cosmas 2019 List Price - Effective 01/01/2019 (/products-and-services/view-product?productid=22163)	EE19LUA	Cosmas	29
Footwear 2019 Price List (/products-and-services/view-product?productid=22133)	EE19LBF	Honeywell	44%
Genesis Rescue Systems 2023 Product Price Schedule EFFECTIVE 2/27/2023 (/products-and-services/view-product?productid=22083)	EE19DAA	Genesis Rescue Systems	3.50%
Genesis Rescue Systems 2023 Product Price Schedule EFFECTIVE 2/27/2023 (/products-and-services/view-product?productid=22076)	EE19CAA	Genesis Rescue Systems	3.50%

Genesis Rescue Systems 2023 Product Price Schedule EFFECTIVE 2/27/2023 (/products-and-services/view-product?productid=22069)	EE19BAA	Genesis Rescue Systems	3.50%
Genesis Rescue Systems 2023 Product Price Schedule EFFECTIVE 2/27/2023 (/products-and-services/view-product?productid=22102)	EE19GAA	Genesis Rescue Systems	3.50%
Genesis Rescue Systems 2023 Product Price Schedule EFFECTIVE 2/27/2023 (/products-and-services/view-product?productid=22097)	EE19FAA	Genesis Rescue Systems	3.50%
Genesis Rescue Systems 2023 Product Price Schedule EFFECTIVE 2/27/2023 (/products-and-services/view-product?productid=22090)	EE19EAA	Genesis Rescue Systems	3.50%
Globe Athletix 2023 (/products-and-services/view-product?productid=22143)	EE19LFF	Globe	25
Globe Classix Metro 2023 (/products-and-services/view-product?productid=22139)	EE19LFB	Globe	25
Globe Classix SE 2023 (/products-and-services/view-product?productid=22138)	EE19LFA	Globe	25
Globe Footgear 2023 (/products-and-services/view-product?productid=22146)	EE19LFI	Globe	25
Globe G-Xcel 2023 (/products-and-services/view-product?productid=22144)	EE19LFG	Globe	25
Globe G-Xtreme 3.0 2023 (/products-and-services/view-product?productid=22142)	EE19LFE	Globe	25
Globe GX-7 2023 (/products-and-services/view-product?productid=22145)	EE19LFH	Globe	25
Globe IH Ready 2023 (/products-and-services/view-product?productid=22141)	EE19LFD	Globe	25

Globe Letters and Accessories 2023 (/products-and-services/view-product?productid=22140)	EE19LFC	Globe	25
Gloves Hoods Suspenders 2019 Price List (/products-and-services/view-product?productid=22132)	EE19LBE	Honeywell	44%
GRACE INDUSTRIES FireFighter Catalog 2020 US Price Pages (/products-and-services/view-product?productid=22118)	EE19JAA	Grace Ind.	10% Discount
Haix EMS Station Boots, Fire Boots, Forestry Boots, LE Boots, 2019 Price List (/products-and-services/view-product?productid=22162)	EE19LTA	HAIX	18%
HeartSine 2019 Price List (/products-and-services/view-product?productid=22058)	EE19E21	HeartSine	40% off Defibrillators, 25% off Accessories
HeartSine 2019 Price List (/products-and-services/view-product?productid=22049)	EE19C21	HeartSine	40% off Defibrillators, 25% off Accessories
HeartSine 2019 Price List (/products-and-services/view-product?productid=22044)	EE19B21	HeartSine	40% off AEDs, 25% off Accessories
HeartSine 2019 Price List (/products-and-services/view-product?productid=22045)	EE19B22	HeartSine	40% off AEDs, 25% off Accessories
HeartSine 2019 Price List (/products-and-services/view-product?productid=22038)	EE19A21	HeartSine	40% off AEDs, 25% off Accessories
Holmatro Rescue Tools Suggested List Price, Effective January 2, 2024 (/products-and-services/view-product?productid=22078)	EE19CCA	Holmatro	-3%
Holmatro Rescue Tools Suggested List Price, Effective January 2, 2024 (/products-and-services/view-product?productid=22071)	EE19BCA	Holmatro	-3%

Holmatro Rescue Tools Suggested List Price, Effective January 2, 2024 (/products-and-services/view-product?productid=22103)	EE19GBA	Holmatro	-3%
Holmatro Rescue Tools Suggested List Price, Effective January 2, 2024 (/products-and-services/view-product?productid=22098)	EE19FBA	Holmatro	-3%
Holmatro Rescue Tools Suggested List Price, Effective January 2, 2024 (/products-and-services/view-product?productid=22092)	EE19ECA	Holmatro	-3%
Holmatro Rescue Tools Suggested List Price, Effective January 2, 2024 (/products-and-services/view-product?productid=22085)	EE19DCA	Holmatro	-3%
Honeywell Respiratory Protection, Oct 2022 Price List (/products-and-services/view-product?productid=22068)	EE19AFA	Honeywell	11.00%
Hurst Jaws of Life - Price List 2023 - 10,000 PSI (/products-and-services/view-product?productid=22088)	EE19DDC	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - 10,000 PSI (/products-and-services/view-product?productid=22095)	EE19EDC	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - 10,000 PSI (/products-and-services/view-product?productid=22074)	EE19BDC	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - 10,000 PSI (/products-and-services/view-product?productid=22081)	EE19CDC	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - 5000 PSI (/products-and-services/view-product?productid=22073)	EE19BDB	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - 5000 PSI (/products-and-services/view-product?productid=22094)	EE19EDB	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - 5000 PSI (/products-and-services/view-product?productid=22087)	EE19DDB	Hurst Products	15%

Hurst Jaws of Life - Price List 2023 - 5000 PSI (/products-and-services/view-product?productid=22080)	EE19CDB	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - eDRAULIC (/products-and-services/view-product?productid=22093)	EE19EDA	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - eDRAULIC (/products-and-services/view-product?productid=22072)	EE19BDA	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - eDRAULIC (/products-and-services/view-product?productid=22086)	EE19DDA	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - eDRAULIC (/products-and-services/view-product?productid=22079)	EE19CDA	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - StrongArm (/products-and-services/view-product?productid=22075)	EE19BDD	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - StrongArm (/products-and-services/view-product?productid=22082)	EE19CDD	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - StrongArm (/products-and-services/view-product?productid=22096)	EE19EDD	Hurst Products	15%
Hurst Jaws of Life - Price List 2023 - StrongArm (/products-and-services/view-product?productid=22089)	EE19DDD	Hurst Products	15%
Innotex Price List 2019 VER 2019-01-01 (Eff. Jan. 1, 2023) (/products-and-services/view-product?productid=22154)	EE19LLA	Innotex	-20%
Lifeliner Hoods Catalog (/products-and-services/view-product?productid=22151)	EE19LIA	Stanfield's	15
LION HEAD & EYE PROTECTION - Feb 2023 Price List (/products-and-services/view-product?productid=22124)	EE19LAB	Lion	31.00%
LION PROTECTIVE GLOVES 2019 Price List (/products-and-services/view-product?productid=22125)	EE19LAC	Lion	20%

LION TR51 TECHNICAL RESCUE AND RECOVERY ENSEMBLE - Feb 2023 Price List (/products-and-services/view-product?productid=22126)	EE19LAE	Lion	31.00%
LION Turnouts and Accessories - Feb 2023 Price List (/products-and-services/view-product?productid=22123)	EE19LAA	Lion	31.00%
LION VERSA PRO 2019 Price List (/products-and-services/view-product?productid=22127)	EE19LAF	Lion	18%
Majestic Fire Apparel 2018-2019 (/products-and-services/view-product?productid=22157)	EE19LOA	Majestic Fire Apparel	18%
Morining Pride TAILS 2019 Price List (/products-and-services/view-product?productid=22128)	EE19LBA	Honeywell	59%
Morning Pride and EV1 Helmet 2019 Price List (/products-and-services/view-product?productid=22131)	EE19LBD	Honeywell	55%
Morning Pride RANGER 2019 Price List (/products-and-services/view-product?productid=22129)	EE19LBB	Honeywell	59%
Morning Pride Viper Edge VE 2019 Price List (/products-and-services/view-product?productid=22130)	EE19LBC	Honeywell	59%
MSA 2024 US Suggested List Price Book (Effective January 1, 2024) (/products-and-services/view-product?productid=22109)	EE19HDA	MSA Safety Sales LLC	5
MSA 2024 US Suggested List Price Book (Effective January 1, 2024) (/products-and-services/view-product?productid=22065)	EE19ACA	MSA Safety Sales LLC	15
MTS Brand - Lakeland Fire 2023 List Price Schedule - (Effective 04/01/2023) (/products-and-services/view-product?productid=22150)	EE19LHC	Lakeland Fire	List-36%

OSX Brand - Lakeland Fire 2023 List Price Schedule (Effective 04/01/2023) (/products-and-services/view-product?productid=22148)	EE19LHA	Lakeland Fire	List-36%
Paratech 2023 List Price Schedule (Effective 01/01/23) (/products-and-services/view-product?productid=22105)	EE19GDA	Paratech	List- 7%
Paratech 2023 List Price Schedule (Effective 01/01/23) (/products-and-services/view-product?productid=22099)	EE19FCA	Paratech	List- 7%
Philips 2019 Price List (/products-and-services/view-product?productid=22040)	EE19A41	Philips	42.00%
Philips 2019 Price List (/products-and-services/view-product?productid=22046)	EE19B41	Philips	42.00%
Philips 2019 Price List (/products-and-services/view-product?productid=22051)	EE19C41	Philips	30% off Defibrillators, 25% off Accessories
Philips 2019 Price List (/products-and-services/view-product?productid=22055)	EE19D41	Philips	18% off Defibrillators, 18% off Accessories
Physio-Control 2019 Price List (/products-and-services/view-product?productid=22062)	EE19F91	Physio-Control	15% off Chest Compression Device, 20% off Accessories
Physio-Control 2019 Price List (/products-and-services/view-product?productid=22059)	EE19E31	Physio-Control	18% off Defibrillators, 18% off Accessories
Physio-Control 2019 Price List (/products-and-services/view-product?productid=22039)	EE19A31	Physio-Control	40% off AEDs, 20% off Accessories
Physio-Control 2019 Price List (/products-and-services/view-product?productid=22050)	EE19C31	Physio-Control	30% off Defibrillators, 20% off Accessories
Physio-Control 2023 Price List (/products-and-services/view-product?productid=22054)	EE19D31	Physio-Control	20.00%
Rescue 42 2021 Price List (/products-and-services/view-product?productid=22100)	EE19FDA	Rescue 42	8%

RESCUE80 2021 Price List (/products-and-services/view-product?productid=22135)	EE19LCB	TECGEN	45%
SCX Brand - Lakeland Fire 2023 List Price Schedule - (Effective 04/01/2023) (/products-and-services/view-product?productid=22149)	EE19LHB	Lakeland Fire	List-36%
Shelby Specialty Gloves, Work/Rescue/Extrication/Fire-NFPA Compliant, - Aug 2022 Price List (/products-and-services/view-product?productid=22159)	EE19LQA	Shelby Specialty Gloves	18.00%
Stallion Air 2019 Price List (/products-and-services/view-product?productid=22120)	EE19KCA	Stallian air	3%
Stihl Saws (Effective 01/01/2023) (/products-and-services/view-product?productid=22116)	EE19IEA	Stihl	List-2%
Super Vac Fan Price List (Effective 04/01/23) (/products-and-services/view-product?productid=22115)	EE19IDA	Super Vac	List-22%
Tempest Technology Fire Price List, 2019 (/products-and-services/view-product?productid=22113)	EE19IBA	Tempest	16%
The argus Range of Thermal Imaging Cameras 2022 Price List (/products-and-services/view-product?productid=22107)	EE19HBA	Avon Protection Systems	8.00%
Thorogood Fire & Uniform Price List, 2018-2019 (/products-and-services/view-product?productid=22158)	EE19LPA	Weinbrenner/Thorogood	23%
Unifire Products Price List (Effective 01/01/2023) (/products-and-services/view-product?productid=22114)	EE19ICA	Unifire	List-10%
Veridian Fire Protective Gear 2022 Price List (Effective 3/20/2023) (/products-and-services/view-product?productid=22137)	EE19LEA	Veridian	30%
Vetter Rescue Price List 2021 (/products-and-services/view-product?productid=22104)	EE19GCA	Hurst-Vetter	15%

Wildland Gear (/products-and-services/view-product?productid=22136)	EE19LDA	Crewboss Div of Western Shelter	5
Zoll 2019 Price List (/products-and-services/view-product?productid=22056)	EE19D61	Zoll Medical	18% off Defibrillators, 18% off Accessories
Zoll 2019 Price List (/products-and-services/view-product?productid=22052)	EE19C61	Zoll Medical	30% off Defibrillators, 15% off Accessories
Zoll 2019 Price List (/products-and-services/view-product?productid=22047)	EE19B61	Zoll Medical	40% off AEDs, 15% off Accessories
Zoll 2019 Price List (/products-and-services/view-product?productid=22041)	EE19A61	Zoll Medical	40% off AEDs, 15% off Accessories
Zoll 2019 Price List (/products-and-services/view-product?productid=22060)	EE19E61	Zoll Medical	18% off Defibrillators, 18% off Accessories
Zoll 2019 Price List (/products-and-services/view-product?productid=22061)	EE19F61	Zoll Medical	15% off Chest Compression Device, 18% off Accessories

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
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
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by H-GAC pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing H-GAC, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that H-GAC, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, H-GAC's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson and Councilmember Small

Purpose and Scope of Project:

Conceptual design services for a new community center on DIP.

Amount of Contract:

$63,000.00

Funding Source

Project # Dauphin Island Parkway - New Community Center - Design Services PR-002-24 **Discretionary Funds**

Project String C0855 Dauphin Island Parkway - New Community Center - Design Services (20002000-42200) **Contract Number:**4889

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PR-002-24 DIP new community center design services	Cover Memo	2/6/2024

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	2/7/2024 - 12:48 PM
Capital	Rhodes, Brenda	Approved	2/8/2024 - 8:57 AM
Legal	Kern, Chris	Approved	2/20/2024 - 10:33 AM

Mayors Office	Barber, James	Approved	2/22/2024 - 12:39 PM

RESOLUTION

2024

Sponsored by:
Mayor William S. Stimpson and Councilmember C.j. Small

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	Duplantis Design Group, PC.
Project Name:	Dauphin Island Parkway – New Community Center – Design Services
Project Number:	PR-002-24
Amount:	$63,000.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Dauphin Island Parkway - New Community Center - Design Services

CAPITAL PROJECT #: C0855 (20002000-42200)

CONTRACT AMOUNT: $63,000.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-002-24

PROJECT DESCRIPTION: Conceptual design services for a new community center on DIP.

VENDOR NAME: Duplantis Design Group, PC

VENDOR NUMBER: 298956

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ___ N _X__ ; 5% of the 1st 50% ___ or

If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

*****General Construction requires Change Order for 10% overages***.

Prepared by: Emma Dean – Office Assistant I **Date:** 02/01/2024

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Mobile
Architectural Engineering Department
P. O. Box 1827
Mobile, Alabama 36633-1827

and the Architect:
(Name, legal status, address and other information)

Duplantis Design Group, PC
3703 Old Shel Road
Mobile Al 36603

City of Mobile Business License No.: 118800
Secretary of State Registration No.:000-908-930

for the following Project:
(Name, location and detailed description)

Dauphin Island Parkway – New Community Center – Design Services
1600 Boykin Boulevard
Mobile, Alabama, 36605

PR-002-24

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes: (1835622758)

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6 COST OF THE WORK

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8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. and in Exhibit A, Proposal for Architectural Services, dated December 13, 2023 for: Dauphin Island Parkway – New Community Center, and in Exhibit 1, Insurance Requirements.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Owner's program will be identified during design services per consultants fee proposal dated December 13, 2023 respectively

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

For new building program and schematic design for a new community center.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

The estimated budget of construction for the community center is Six Million and 00/100 Dollars ($6,000,000.00)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

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.1 Design phase milestone dates, if any:

Building Program and Schematic Design Completions

.2 Construction commencement date:

Immediately upon receipt of Notice to Proceed

.3 Substantial Completion date or dates:

Within Three Hundred Sixty (360) calendar days from the date of Notice to Proceed (Construction)

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Director, Real Estate Asset Management
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors, as required, and if not expressly included as a reimbursable expenses provided by the Architect's Fee Proposal, Exhibit A:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD

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.2

(Paragraphs deleted)

Other, if any:

(List any other consultants and contractors retained by the Owner.)

TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

TBD

§ 1.1.11 The Engineer shall retain the consultants identified in Sections 1.1.11.1 and as described in Exhibit A:

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

TBA

.2 Mechanical and Plumbing Engineer:

TBA

.3 Electrical Engineer:

TBA

.4 Commissioning Agent:

TBA

(Paragraphs deleted)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement,

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or shall cause such services to be performed by appropriately licensed design professionals, and shall affix a seal representing such licensure to all documents, as required.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.4 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Architect shall provide same at no additional cost:

.1 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.

.2 Comprehensive General Liability Insurance:

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

.2 Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

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

3. Automobile Liability Insurance:

.1 Automobile Liability Insurance to cover any auto, including owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

.1 Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

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.2 Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Professional Liability Insurance:

.1 Projects $0-$1,000,000, $1,000,000 annual aggregate

6. Endorsements:
All endorsements listed below are required and must be listed on the description of operations "box on the certificate of Liability Insurance" or listed separately on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule).

.1 Additional Insured: All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.

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

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

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

.5 Certificates of Insurance: - General: Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

§ 2.5.1 Within ten (10) calendar days from issuance of Contract forms for execution, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once

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approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

(Paragraphs deleted)

§ 3.2.8 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

(Paragraphs deleted)

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ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	N/A
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	N/A
§ 4.1.1.9 Landscape design	N/A
§ 4.1.1.10 Architectural interior design	N/A
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	N/A
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	N/A
§ 4.1.1.16 As-constructed record drawings	N/A
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	N/A
§ 4.1.1.22 Security evaluation and planning	N/A
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	N/A
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

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Supplemental Services	Responsibility *(Architect, Owner, or not provided)*

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

(Paragraphs deleted)

.5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph deleted)

.6 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following services, as required:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and

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comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 (Bi-weekly) visits to the site by the Architect during construction, as required based on progress of the work

.3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Three (3) inspections for any portion of the Work to determine final completion.

.5 Conduct progress meetings with Contractor, Consultants and the Owner, including the Architect's during Construction Phase.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within three (3) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground

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corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

(Paragraph deleted)

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, unless otherwise specified.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall not provide legal, accounting and /or insurance services for Architect, Contractor or others.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This provision does not release the Architect from its primary responsibility for the content of the instruments of Service as defined in paragraph 7.2).

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner as negotiated. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the

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Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the

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Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 N/A

§ 8.1.3 N/A

(Paragraphs deleted)

§ 8.1.4 This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any Actions arising out of the Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

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

§ 8.1.6 Standard of Performance:

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

§ 8.1.7 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. Costs attributable to termination do not include anticipated profit on the value of services not performed by the Architect and his Consultants.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

$0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

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N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Alabama.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department Office.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or

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unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum

A. Basic Services Stipulated Sum $63,000.00

.2 Percentage Basis
(Insert percentage value)

N/A

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be negotiated based on Architect's and/or Architect's Consultants hourly rates but, in no case shall the fee percentage of the extra work exceed the fee schedules established by the Alabama Building Commission for a Group III building or another Group as noted, for total cost of the work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifty	percent (	50 %)
Design Development Phase	Fifty	percent (	50 %)
Total Basic Compensation	one hundred	percent (	100 %)

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§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit A

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:
(Paragraphs deleted)
.1 Printing, reproductions.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

(Paragraphs deleted)
§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1
§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments
§ 11.10.2.1 Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Construction Phase payments shall be monthly based upon percentage of completion.
(Insert rate of monthly or annual interest agreed upon.)

0 %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

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.1 The Architect and the Architect's Consultants shall perform Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.

.2 The Architect shall provide the final estimate for construction cost, complete set of drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.

.3 Drawings shall be in AutoCAD version 2020 or later. Project manual shall be in Microsoft Word version 2016 or later. Estimates to be Microsoft Excel 2016 or later. Both should be turned over to Owner at the end of Construction Phase.

.4 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.

.5 The City utilizes e-Builder as its project management system. e-Builder is a secure data collection site: https://www.e-builder.net. Firms and/or individuals, including subconsultants, shall use e-Builder as an essential component of project management with the City of Mobile. Membership fees to participate in City of Mobile projects within the e-Builder project management system are free to the City's consultants and contractors.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
a. Proposal for Architectural Services, Exhibit A, dated December13, 2023
b. Insurance Requirements, Exhibit 1
c. Architect's Certificate of Insurance with Endorsements
d. Architect's E-Verify Documentation

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

N/A

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

N/A

.4 Other documents:

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(List other documents, if any, forming part of the Agreement.)

ARTICLE 14 NON DISCRIMINATION

§ 14.1 Consultant shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 15 IMMIGRATION LAW

§ 15.1 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGAINGIN IN CERTAIN BOYCOTT ACTIVITIES

§ 16.1 By signing this contract, the Consultant further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 17 SEVERABILITY CLAUSE

§ 17.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

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This Agreement entered into as of the day and year first written above.

City of Mobile	Duplantis Design Group, PC
OWNER *(Signature)*	**ARCHITECT** *(Signature)*
William S. Stimpson, Mayor *(Printed name and title)*	Stephen M. Viguerie Principal *(Printed name, title, and license number, if required)*

ATTEST:

City Clerk

STATE OF ~~ALABAMA~~ Louisiana
~~COUNTY OF MOBILE~~ Parish of Lafourche

Before me, the undersigned a Notary Public in and for said County and State, personally appeared **Stephen M. Viguerie** as _**Principal** _ of _ **Duplantis Design Group, PC** _ 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 Owner.

Sworn to and subscribed for me this 22nd day of January, 2024.

Patrice L. Oncale

NOTARY PUBLIC
My Commission Expires: at death

OFFICIAL SEAL
PATRICE L. ONCALE
NOTARY ID # 14889
STATE OF LOUISIANA
PARISH OF LAFOURCHE
My Commission is for Life

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DDG

BROAD VISION. EXPERT FOCUS.

December 13, 2023

DDG Project # 23-1402

ARCHITECTURAL DESIGN SERVICES PROPOSAL

Prepared for:
City of Mobile
Dauphin Island Parkway Community Center
Mobile. AL

WWW.DDGPC.COM

December 13, 2023

Shannon McIntyre, Capital Improvement Manager
City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827
Shannon.mcintyre@cityofmobile.org

Dauphin Island Parkway Community Center

DDG Project #: 23-1402

Dear Shannon,

Please allow this letter to serve as our proposal to provide architectural design services for the proposed Community Center located on Dauphin Island Parkway (DIP) in Mobile, AL.

The proposed design services contained herein are based on the information provided from email correspondence, internet-based site reconnaissance.

This document once executed will serve as the design service contract between your organization and DDG inclusive of the following attachments:

01 – Project Overview + Quote + Scope & Deliverables
02 – Assumptions & Exclusions
03 – Standard Rate Sheet + Terms & Conditions

DDG appreciates the opportunity to provide these services to you and is excited about being a part of the design team. If acceptable, please sign in the space provided.

This proposal shall be considered valid for sixty (60) days from the proposal date.

Sincerely,

Stephen M. Viguerie, AIA NCARB, LEED AP BD+C
Principal
Duplantis Design Group, PC

ACCEPTANCE OF PROPOSAL

By signing below I hereby certify that I am authorized to sign this agreement on behalf of the company listed above and that I have read and familiarized myself with this agreement and all attachments identified herein.

X: _____

Date: _____

01 PROJECT OVERVIEW + QUOTE + SCOPE & DELIVERABLES

PROJECT OVERVIEW

The scope of the Project is for new construction and/or renovations to the Dauphin Island Parkway (DIP) Community Center. The current budget for the Project is $6,000,000.00.

DESIGN SERVICES QUOTE

ARCHITECTURAL PROGRAMMING/SCHEMATIC DESIGN SERVICES

Initial stipulated sum of $63,000.00.

The Initial Stipulated Sum is computed based on 7% of the initial budget amount for the Cost of the Work ($6,000,000), times Fifteen Percent (15%) of the Basic Architectural Fee for design phase services through Schematic Design.

Compensation may be adjusted accordingly as the budget for the Cost of the Work and Scope of the Project are more fully developed through the Design Phases. Any adjustments will utilize the 7% fee stipulated above.

Upon authorization to commence with Design Development, Construction Documents, Procurement Phase and Construction Phase services by written amendment to this agreement, and upon completion of Procurement Phase services, the fee for basic services for the entire project shall be calculated using the low bid amount in accordance with this section.

REIMBURSABLE EXPENSES

Reimbursable expenses will be invoiced in addition to the above listed design fees per the Standard Rate Sheet in Section 03. Rates are subject to change. DDG reserves the right to change the rate sheet periodically. If DDG is being compensated based on an hourly agreement, DDG will bill the client based on the new rates established on the modified rate sheet.

ARCHITECTURAL SCOPE & DELIVERABLES

BUILDING PROGRAM

The pre-design and programming phase of the design process is where the actual program for the project is established. This phase includes coordination and participation with the project owner and any/all appropriate design consultants to; identify the building problem, conduct preliminary project research, establish goals and objectives, collect data and analysis, identify strategies, quantitative requirements and document the findings comprehensively into a document called "The Building program". The building program falls under the "Pre-Design" phase of development because it typically is quantitative data and conceptual diagrams that inform the design process. A comprehensive, detailed and accurate building program leads to a clear understanding of the building goals, objectives and requirements and aids in an efficient design process. DDG will provide the following services under this Phase.

- Seek to identify the building design problem.
- Conduct project research – preliminary code and zoning review
- Establish project Goals and Objectives
    - Design concepts
    - Design precedent
    - Project Data and Analysis
    - Project Strategies
    - Quantitative Projects Requirements – spaces, sizes, numbers of occupants
- Document findings into a Building program document.

SCHEMATIC DESIGN

Upon formal written authorization to proceed into the SD phase and receipt of appropriate building program information, DDG will provide complete SD documents for the Owner's review and comment. The process and deliverables for this phase shall be:

- The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.
- The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
- The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.
- Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.
- Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.
- The Architect shall submit to the Owner an estimate of the Cost of the Work.

02 PROJECT ASSUMPTIONS & EXCLUSIONS

PROJECT ASSUMPTIONS

The project assumptions below are believed to be reasonably accurate at the time this proposal was prepared based on the information available. These items are not to be deemed as statements of fact but only assumed parameters used in the preparation of the fees associated with this project. Changes to these parameters during the course of the project may result in decreased or increased fees.

- The Architect shall submit to the Owner an estimate of the Cost of the project based on construction costs of recent similar projects.
- The initial project budget is $6,000,000.
- DDG will attend 2 workshops to meet with the stakeholders and establish goals for the project. All other required meetings shall be teleconference via Teams.
- DDG will attend one meeting in person to present the final schematic design per the Program developed.
- DDG will provide a max of 2 schematic design options for review.
- The drawings provided will be preliminary in nature and not intended for construction.
- Once schematic design is approved, a fee amendment will be provided to complete the design process, manage bidding and permitting, and construction administration. The fee amendment will be 7% of the architect's estimate of the cost for construction.

PROJECT EXCLUSIONS

- Structural and MEP Engineering services.
- Civil engineering services, other than a preliminary site plan and site analysis.
- Final plans and specifications for bidding and construction.
- Geotechnical Engineering/Investigation
- Topographic and Boundary Surveying
- Value engineering services.
- Detailed cost estimating. Cost estimates will be based on cost per square foot of similar projects recently constructed.

03 STANDARD RATE SHEET + TERMS & CONDITIONS

LABOR CATEGORIES

Executive	$250.00/hr	GIS Analyst	$90.00/hr
Senior Principal	$225.00/hr	Regulatory Specialist III	$165.00/hr
Principal	$200.00/hr	Regulatory Specialist II	$145.00/hr
Business Unit Leader/BULIT	$190.00/hr	Regulatory Specialist I	$125.00/hr
Administration	$80.00/hr	Field Scientist III	$145.00/hr
Intern	$80.00/hr	Field Scientist II	$125.00/hr
Inspector	$85.00/hr	Field Scientist I	$110.00/hr
Senior Project Manager	$165.00/hr	Drone Pilot	$120.00/hr
Project Manager	$145.00/hr	Marine Crew	$190.00/hr
AssistantProject Manager	$125.00/hr	Hydrographer	$115.00/hr
Senior Design Manager	$190.00/hr	Marine Crew Chief	$120.00/hr
Senior Design Professional	$165.00/hr	Land Crew	$180.00/hr
Design Professional	$145.00/hr	Land Crew Chief	$110.00/hr
Design Specialist	$125.00/hr	Survey Tech IV	$125.00/hr
Senior CAD Designer	$125.00/hr	Survey Tech III	$110.00/hr
CAD Designer	$110.00/hr	Survey Tech II	$95.00/hr
CAD Technician	$90.00/hr	Survey Tech I	$85.00/hr
Design Technician	$125.00/hr	Senior PLS	$190.00/hr
Architecture Draftsman	$90.00/hr	PLS	$145.00/hr
Designer	$125.00/hr	LSI	$125.00/hr
GIS Manager	$150.00/hr	Crew Manager	$135.00/hr
GIS Specialist	$110.00/hr	Survey Coordinator	$120.00/hr

REIMBURSABLE ITEMS

Vehicle Travel for Project (subject to change based on IRS guidance)	IRS Rate
Transportation, Lodging + Subsistence for Out-of-Town Travel	Cost
Printing	Cost
Photographs, Telecopier, Shipping + Materials	Cost
Filing/Recording/Permitting Fees	Cost
Deposition/Trial Testimony by Principal, PE, AIA, PLS	Rate x 1.5
Subconsultant Services	Cost + 10%
Pipeline Detectors	
RD8100	$75.00/day
Drone	$250.00 / 1/2 Day + $500.00 / Full Day
Hydro/Marine	
Magnetometer	$200.00 / day
Applanix IMU	$300.00 / day
Single Beam	$200.00 / day
Sub-Bottom Profiler	$650.00 / day
Side Scan Sonar	$425.00 / day
Special Rental Equipment	Rental Cost
All-Terrain Vehicle	$100.00 / Day
12' Aluminum Boat	$35.00 / day
24' Crew Boat	$550.00 - 650.00 / day
26' Crew Boat	$650.00 - 750.00 / day

EFFECTIVE: AUGUST 2023

* ALL RATES ARE SUBJECT TO CHANGE

TERMS & CONDITIONS

ARTICLE 1 - PAYMENT FOR SERVICES

Client agrees to pay DDG for the performance of the services an amount determined as provided in attachments.

DDG shall invoice Client monthly for services performed during the prior month. DDG's invoices are due and payable net (30) thirty days from the date of the invoice. In the event payment is not received within this term, DDG retains the right to stop all work on the project. DDG stopping work does not relieve Client of payment obligations. Interest will accrue on all invoices past due more than thirty days at an interest rate of 1½ percent per month from the thirtieth day on any unpaid balance, plus attorney's fees for collections. Payment of DDG invoices is not to be contingent upon Client receiving funds from any Third-Party Source and Client's reliance on same shall not be deemed as cause for delay of payment beyond the terms herein.

If Client should question any charge on any invoice, Client shall so notify DDG within ten business days of the receipt of the invoice. If the leadership of DDG and Client are unsuccessful at resolving Client's question, then the matter may be addressed as provided in Article 9. In the event Client should question any charge on any invoice as aforesaid, Client shall nonetheless pay all amounts shown on such invoice which are not in dispute.

Reimbursable expenses (such as travel and accommodations, overnight mail and delivery services, special supplies, and other direct project charged incurred on behalf of the Client), and time required beyond the scope of the items described in Attachments A will be billed in accordance DDG's current rate sheet.

Assisting with project filing or correspondence, archiving old projects and general project organization will be billed as a function of the quoted professional services and not require additional fees. Those tasks may include preparation of various reports, transmittals, contracts, and other project related documents, including coordination with DDG staff on tasks, project status, billing, invoicing, accounts receivable and contract amendments.

ARTICLE 2 - TERMINATION

Client may terminate this contract within five days written notice for convenience. Either DDG or Client may terminate this contract for cause if the other party breaches any material provision hereof and does not cure such breach within ten days after receipt of written notice from the non-breaching party.

In the event of any termination of this contract, regardless of the cause of such termination, Client shall remain liable for the payment of all unpaid charges in accordance with the provisions of this contract for services performed prior to the effective date of termination, as well as for costs and expenses incurred and for services rendered in bringing the work to an orderly conclusion (including third party cancellation charges, if any).

ARTICLE 3 - INSURANCE

DDG shall provide, during the period when it is performing services hereunder, the following minimum insurance as applicable to its operations:

1. Workers' Compensation with statutory limits and Employer's Liability Insurance with a limit of $1,000,000.00.
2. Comprehensive General Liability Insurance on standard bureau form with a combined single limit for bodily injury and property damage of $2,000,000 each occurrence and $4,000,000 general aggregate.
3. Comprehensive Automobile Liability Insurance (including owned, non-owned and hired automobiles) with a combined single limit for bodily injury and property damage of $1,000,000 per accident.
4. Professional Liability Insurance with a combined single limit of $3,000,000 each occurrence and $5,000,000 aggregate.
5. If requested, DDG shall furnish certificates of insurance to Client evidencing the coverages indicated above. If the Client request to be named as an additional insured, DDG will provide a certificate evidencing the Client as additional insured if the policy allows the request.
6. DDG reserves the right to invoice Client as a reimbursable expense for the cost associated with a request to increase coverage limits for a particular project.

ARTICLE 4 – STANDARD OF CARE

DDG shall perform the services hereunder in accordance with that degree of professionalism, skill and judgment normally exercised by professional firms performing services of a similar nature. No warranties, express or implied, are made or intended by DDG with respect to the performance of services to the Client.

ARTICLE 5 - TECHNICAL DATA

It is understood that certain electronic files may be transferred between DDG and Client as an aid in the exchange of information during the design process. Such electronic files shall not be regarded as the final product. Hard copies of the final, sealed originals of completed drawings shall govern over electronic files.

Copies of all information, data, designs, plans, drawings, and specifications developed by DDG exclusively for the project and supplied or delivered to Client pursuant to this contract shall be the property of DDG. DDG grants Client a license to utilize the technical data for the purpose of the project pursuant to this contract assuming payments to DDG are in accordance with this agreement. The reuse or modification of these documents by the Client or a third party related to the Client without consent of DDG is prohibited. Client shall indemnify and hold DDG harmless from all claims, damages and expenses including attorney's fees, arising out of the Client's reuse without the permission of DDG.

ARTICLE 6 - ADDITIONAL SERVICES

DDG shall be entitled to additional compensation in the event (i) changes occur in services as requested or approved by Client, (ii) delays or changes in Client provided information or inaccuracies or deficiencies therein which affect services, (iii) changes to laws, codes, regulations or any other federal, state or local requirements or the requirements of any authority having authority to issue permits required for the project which affect services, and (iv) acts of God and any other events outside of DDG's reasonable control.

ARTICLE 7 – PROJECT SCHEDULES

Once DDG has received a fully executed contract, DDG will work towards completion of the project on an agreed upon schedule with the Client. It is acknowledged by DDG and Client that the project schedule is dependent upon factors and entities beyond the control of DDG or the Client, therefore, as the project progresses DDG and the Client shall collectively analyze and review the progression of the project. Additional time to complete DDG's task under the contract will be granted when third party decisions warrant additional time. Also, it is acknowledged between DDG and the Client the timeliness of reviews and approvals from permitting and approval authorities having jurisdiction over DDG's work may cause the project schedule to be compromised and DDG cannot be held responsible for this uncontrollable condition. Certain aspects outside of DDG's control may impact the project schedule, and therefore DDG is not guaranteeing or warrantying strict compliance with any schedule. DDG and its Client are aware that many factors outside of DDG's control may affect DDG's ability to complete the services to be provided under the Terms and Conditions and that DDG will perform its services with reasonable diligence and expediency consistent with sound professional practices.

ARTICLE 8 – OPINIONS OF PROBABLE COST
DDG acknowledges Client may request DDG to assist with the development of an opinion of probable cost for the project. DDG will utilize experience with other similar projects to develop an opinion of probable cost, however, it shall be understood by Client actual cost to construct the project may vary significantly from DDG's opinion. Factors which may affect this opinion include but are not limited to local market conditions, availability of required material and trades and time of year the project is put out to bid among other potential factors. If the Client requires more assurance as to the actual cost of the project, Client shall consult with a construction estimating specialist.

ARTICLE 9 – DISPUTE RESOLUTION
Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to good faith meeting between Client and DDG leadership within 15 days of a claim, dispute, etc. If no Agreement is reached, then the parties hereby agree to mediation as a condition precedent to litigation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the jurisdiction of where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Claims, disputes, and other matters that are not resolved by mediation shall be the subject to and decided by litigation unless the parties mutually agree otherwise.

ARTICLE 10 - ENTIRE AGREEMENT
This document constitutes the entire agreement between DDG and Client with respect to the services and supersedes all prior written and oral statements, commitments, and undertakings with respect to the services. It is understood and agreed that (a) there are no representations or warranties of any kind except as expressly set forth herein and (b) no waivers or revisions to this contract shall be effective unless made in writing and signed by an authorized representative of each party.

No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and DDG. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supersedes all previous agreements, arrangements, or understandings between the parties whether written or oral in connection with or incidental to the Project.

ARTICLE 11 - GOVERNING LAW AND SEVERABILITY
This contract shall be governed, administered and interpreted in accordance with the laws of the State of Louisiana, excluding its conflict of law provisions.

If any word, phrase, clause, article, or other provision of this contract is adjudicated or found to be unenforceable, the said word, phrase, clause, article, or other provision shall be deleted or modified, as necessary to render all the remainder of this contract valid and enforceable. All such deletions or modifications shall be the minimum necessary to affect the foregoing.

ARTICLE 12 – LIMITATION OF LIABILITY
Based on the fees of service by DDG and the relative risk and benefits to the Client and DDG, the Client agrees to the following:

1. In recognition of the relative risks and benefits of the project to both the Client and DDG, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the consultant and DDG's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of DDG and DDG's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed $50,000, or DDG total fee for services rendered on this project, whichever is lessor. It is intended that this limitation apply to all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
2. This shall apply to any claims arising from the Client or anyone associated with the Client due to claims against DDG, including but not limited to for negligence and professional errors and omissions.
3. Under no circumstances shall DDG by liable for lost profits, costs associated with delays in the project due to changed conditions or for cost associated with the means and methods of the contractor or his failure to perform the work in accordance with the construction documents.

ARTICLE 13 – HEADINGS
The headings preceding the text of the several articles hereof are inserted for convenience of reference and shall not constitute part of this contract nor affect its meaning, content, effect, nor be referred to in any interpretation thereof.

ARTICLE 14 – DESCRIPTION OF CLIENT:
The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

ARTICLE 15 – COUNTERPARTS
This contract may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be but one and the same document.

ARTICLE 16 – DDG PERSONNEL RESPONSIBILITY/CONSTRUCTION ACTIVITIES
The following are basic responsibilities of DDG:
(I) DDG shall not have control over, charge of, or responsibility for the contractors' construction means, methods, techniques, sequences, procedures, or safety programs in connection with the construction activities. (II) DDG is not responsible for the contractor's failure to perform the construction activities. (III) DDG shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing construction activities on the project. (iv) DDG cannot reject work performed at the construction site but is obligated to recommend the rejection of poor-quality work to the Owner when condition of said work is reasonably obvious (v) Review of all major material submittals and fabrication shop drawings is for general compliance. The contractor is responsible for compliance with the contract documents despite any submittal review response or comments.

ARTICLE 17– FIELD OBSERVATIONS/SAFETY
If the scope of services in the proposal includes construction field observations, DDG shall visit the project site at intervals appropriate to the stage of construction or as agreed to in writing by the Client and DDG, in order to observe the general progress and quality of the work completed by the contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the contractor's work but rather are to allow DDG to become generally familiar with the work in progress and to determine in general if the work is proceeding in accordance with the contract documents.

Should DDG provide construction field observations at the job site during construction, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including the safety of all persons and property during the performance of the work, and for compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by DDG does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

04 ADDITIONAL DOCUMENTS

(remove page if none)

Alabama Secretary of State

Duplantis Design Group, Professional Corporation	
Entity ID Number	000-908-930
Entity Type	Foreign Corporation
Principal Address	204 EAST 7TH ST THIBODAUX, LA 70301
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Louisiana
Formation Date	03/25/1997
Qualify Date	04/29/1997
Registered Agent Name	REGISTERED AGENT SOLUTIONS INC
Registered Office Street Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Nature of Business	---
Capital Authorized	
Capital Paid In	
Annual Reports	
Report Year	1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023
Transactions	
Transaction Date	01/16/2003
Legal Name Changed From	Duplantis Engineering, Inc.
Transaction Date	03/08/2010
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DRIVE STE 204 MONTGOMERY, AL 36109
Transaction Date	03/28/2017
Agent Mailing Address Changed From	* Added
Transaction Date	03/28/2017

Duplantis Design Group, Professional Corporation	
Registered Agent Changed From	C T CORPORATION SYSTEM 2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Transaction Date	05/25/2017
Registered Agent Changed From	REGISTERED AGENT SOLUTIONS INC 2094 MYRTLEWOOD DRIVE MONTGOMERY, AL 36111
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	04/29/1997 Certificate of Formation 1 pg.
Document Date / Type / Pages	01/16/2003 Legal Name Change 1 pg.
Document Date / Type / Pages	03/08/2010 Registered Agent Change 1 pg.
Document Date / Type / Pages	03/28/2017 Registered Agent Change 2 pgs.
Document Date / Type / Pages	05/25/2017 Registered Agent Change 1 pg.

Browse Results New Search

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 351178

Approved by:

Employer	
Duplantis Design Group, PC	
Name (Please Type or Print) Brandon S Guin	**Title**
Signature Electronically Signed	**Date** 08/17/2010
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 08/17/2010

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 351178

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	Duplantis Design Group, PC
Company Facility Address	314 East Bayou Road Thibodaux, LA 70301
Company Alternate Address	
County or Parish	LAFOURCHE
Employer Identification Number	721359963
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

DUPLDES-01 GBUSTILLO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/11/2024

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 License # 231432 Hub International Gulf South 3861 Ambassador Caffery Parkway Suite 550 Lafayette, LA 70503	CONTACT NAME: Lisa Savant PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: lisa.savant@hubinternational.com
INSURED Duplantis Design Group, PC 314 East Bayou Road Thibodaux, LA 70301	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Beazley Insurance Company — 37540 INSURER B : Houston Specialty Insurance Company — 12936 INSURER C : Navigators Insurance Company — 42307 INSURER D : Manufacturers Alliance Insurance Company — 36897 INSURER E : HDI Global Specialty SE — 086486 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 Occurrence Basis GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:			V35998230101	9/1/2023	9/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			HSLR180890700	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			HO23LIAZ0F16302	9/1/2023	9/1/2024	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		2023011484005Y	9/1/2023	9/1/2024	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
E	Professional Liabili			FRL-H-P-PL-000025514-01	1/18/2024	1/18/2025	Professional	5,000,000

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

City of Mobile is included as an Additional Insured in respect to General Liability and Umbrella Liability. All policies excep[t workers compensation, shall be Primary and Non-contributory with any other insurance force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobiles with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensastion and Employer's Liability. 30 Notice of Cancellation non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Department
P.O. Box 1827
Mobile, AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: DUPLDES-01 GBUSTILLO

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 231432	NAMED INSURED
Hub International Gulf South		Duplantis Design Group, PC 314 East Bayou Road Thibodaux, LA 70301 Lafourche Parish
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Coverages continued:

General Liabilty (Marine General Liability) (continued)
Blanket Additional Insured where required by written contract
Blanket Waiver of Subrogation where required by written contract
Blanket Primary and Non-Contributory where required by contract
Sudden & Accidental Pollution - 30 Days Discovery / 90 Days Reporting
1099 Endorsement
In Rem
Worldwide Coverage
Action Over Buyback / Contractual Endorsement
30 Day Notice of Cancellation
Ship Repairers Legal Liability
Stevedores Liability Endorsement
Wharfingers Liability Endorsement

Auto Liability (continued)
Blanket Additional insured where required by contract
Balnket Waiver of Subrogation where required by contract
Blanket Primary & Non Contributory Wording

Workers Compensation - State (Continued)
Blanket Alternate Employer where required by written contract
Blanket Waiver of Subrogation where required by written contract
Blanket 30 Day Notice of Cancellation where required by written contract
Voluntary Compensation and Employers Liability

Umbrella (continued)
Blanket Additional Insured where required by written contract
Blanket Waiver of Subrogation where required by written contract
Blanket Primary and Non-Contributory where required by contract
Worldwide Coverage
30 Day Notice of Cancellation

Workers Compensation - USL&H
Carrier: AMERICAN LONGSHORE MUTUAL ASSOCIATION, LTD
Policy No. ALMA-082423-071410-01
Effective 9/1/2023 - 9/1/2024
Bodily Injury by Accident $1,000,000 Each Accident
Bodily Injury by Disease $1,000,000 Annual Aggregate
Bodily Injury by Disease $1,000,000 Each Employee
Includes:
Blanket Waiver of Subrogation Endorsement where required by written contract
Gulf of Mexico Extension Endorsement
Blanket Alternate Employer

Martime Employers Liability
Carrier: Beazley Insurance Company
Policy No: V3599C230101
Effective 9/01/2023-24
Limit $1,000,000

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AGENCY CUSTOMER ID: DUPLDES-01 GBUSTILLO

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 231432	NAMED INSURED
Hub International Gulf South		Duplantis Design Group, PC 314 East Bayou Road Thibodaux, LA 70301 Lafourche Parish
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Includes:
Jones Act Coverage
Alternate Employer Endorsement
In-Rem Endorsement
30 Day Notice of Cancellation
Death on the High Seas Act
Institute Service of Suite Clause
Blanket Waiver of Subrogation Endorsement, as required by written contract

Professional Liability (continued)
Claims Made
Endorsements: Pollution Liability with PNC; Vicarious Liability; Blanket Waiver of Subrogation where required by written contract

Inland Marine
Policy No. DCE00046-0000
Effective 4/5/2023-4/5/2024
TIV - $998,880

Hull and Protection & Indemnity (continued)
Blanket Additional Insured where required by written contract
Blanket Waiver of Subrogation where required by written contract
Schedule of Vessels

Vessel Name	Year Built	Serial No.	Hull Value	P&I Limit
Mudboat - Alumnimum Runabout	2010	AWLC0135G910	$10,000.00	$1,000,000
Flatboat - Aluminum Runabout	2019	ACBR1424F919	$600.00	$1,000,000
Crewboat - Alluminum Workboat	2021	GOK02097C121	$101,353.00	$1,000,000
Scully - Steel Worboat	2022	GOK02197J222	$164,762.00	$1,000,000

Vessel Pollution
Carrier: Safe Harbor Pollution Insurance
Policy No: V1946833
Effective 9/01/2023-24
Limit: $5,000,000
(Vessel schedule above)
Blanket Additional Insured where required by written contract

Cyber
Carrier: Travelers Casualty and Surety Company of America
Policy No: 107905266
Effective 9/01/2023-24
Limit: $1,000,000

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AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

Submitted by:

Nick Amberger, P.E., Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilmembers Cory Penn, William Carroll, C.J. Small, Ben Reynolds, Joel Daves, Josh Woods, and Gina Gregory.

Purpose and Scope of Project:

To accept Change Order No. 1 increasing the original contract by $336,489.50; the total contract amount will change from $1,111,786.10 to $1,448,275.60 with Bay Area Contracting, Inc.

Amount of Contract:

$1,111,786.10

Funding Source

Project # C0758 **Discretionary Funds**

Project String 2000.2000.48010 **Contract Number:**4491

Budget Amendment **REDUCE** **INCREASE** $336,489.50

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resurfacing	Cover Memo	2/21/2024

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	2/21/2024 - 5:22 PM
Capital	Rhodes, Brenda	Approved	2/22/2024 - 10:59 AM
Legal	Kern, Chris	Approved	2/22/2024 - 11:13 AM
Mayors			2/22/2024 -

Office	Barber, James	Approved	12:39 PM

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: 2/21/2024

CHANGE ORDER: ■(when money is available in project's budget; from project to contract)

VENDOR NAME: Bay Area Contracting, Inc.

DISTRICT#: CW 1-7

DEPT. PROJECT#: 2023-3005-10

REQUEST: Please Add $ 336,489.50 from Capital Project#/Title:

C0758 City Wide Facility Parking Lot Resurfacing and Spot Street Repair

to contract#4491.

Total amount of Change Order: $ 336,489.50

Current contract amount: $ 1,111,786.10

Revised contract amount: $ 1,448,275.60

Comments: Pending approval to furnish necessary labor, materials and equipment to resurface city wide and small sections of street as needed.

Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

RESOLUTION

Sponsored by: Mayor Williams S. Stimpson
Councilmembers Cory Penn, William Carroll, C.J. Small, Ben Reynolds, Joel Daves, Josh Woods, 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, Change Order No. 1 to the contract, by and between the City of Mobile and the company listed below, for work as outlined in the Change Order attached hereto and made a part hereof as set forth in full, subject to the company signing the Change Order. A copy of said executed Change Order will be on file in the office of the City Clerk.

Name of Company:	Bay Area Contracting, Inc.
Project Name:	2023 City of Mobile Facilities Resurfacing and Spot Repairs COM Project# 2023-3005-10
Estimated Cost:	$336,489.50
Adopted:	

_____
City Clerk

JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: City Wide Facility Parking Lot Resurfacing and Spot Street Repairs

PROJECT NUMBER: 2023-3005-10

The attached change order number 1 to contract with Bay Area Contracting, Inc.

dated Feb. 21, 2024 is required because of the following:

_____ 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.

_____ 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.

_____ 3. Emergencies arising during the course of the work.

_____ 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.

__X__ 5. See attached letter.

_____ 6. Other: _____

REMARKS: _____

ENGINEER OR CONSULTANT

City Engineer

CHANGE ORDER NUMBER 1 DATE 2/21/24

PROJECT NAME AND NUMBER City Wide Facility Parking Lot Resurfacing and Spot Street Repairs
Project No. 2023-3005-10

AT

TO Bay Area Contracting, Inc.. P.O. Box 8312, Mobile, AL 36689

TERMS: You are hereby authorized, subject to the provision of your contract for this project, to make the following changes thereto in accordance with your proposal dated Feb 21, 2024

DESCRIPTION OF CHANGES OR WORK TO BE DONE: Furnish the necessary labor, materials, and equipment to resurface Hope Community Center, Lyons Parks, Azalea Golf Course, and small sections of street, as needed.

Estimated Over Run (Attachment "A")	$	336,489.50
Estimated Under Run (Attachment "B")	$	0.00
Additional Items (Attachment "C")	$	0.00
Original Contract Price	$	1,111,786.10
Net total of Previous Change Orders	$	0.00
Previous Revised Contract	$	N/A
THIS CHANGE ORDER NUMBER 1 (ADD)	$	336,489.50
Revised Contract Price this Date	$	1,448,275.60

Extension of time resulting from this change order 40

BY:

Mayor

ATTEST:

City Clerk

ACCEPTED BY:

John Meacham
Owner/President Signature

John Meacham
Printed Name

ATTEST:

Tracy Howell
Witness/Secretary Signature

Tracy Howell
Printed Name

2/21/24
Date

February 21, 2024

Nick Amberger, P.E.
City Engineer

Subject: **Change Order #1**
Project: **2023-3005-10 City Wide Facility Parking Lot Resurfacing and Spot Street Repairs**

Mr. Amberger:

Attached for your consideration is a change order request for the above referenced project.

The funding initially set aside for the project budget exceeded the actual construction contract by $338,213.90. I am requesting that the remainder of the budget be included in the contract in order to fund the resurfacing of additional parks and street patching sites.

The Hope Community Center, Lyons Park, and Azalea City Golf Course need resurfacing and many street patching sites need attention. Upon approval of the change order, the park resurfacing would take priority and any remaining funding would be applied to street patching projects that are too large for our Public Works Maintenance Department to perform. An estimated break down of the funding use is included below.

Table 1. Estimates for Change Order #1 using existing pay items

Hope Community Center	$45,241.00
Azalea City Golf Course	$156,747.50
Lyons Park	$41,949.00
Street Patching Sites (Remainder of funding after park resurfacing)	$92,552.00
Total Change Order Request	**$336,489.50**

Forty additional working days would be added to the contract for the additional work.

I believe it would be in the City of Mobile's and its citizen's best interest to continue with the current contract. I am in favor of the change order due to the existing contract's prices, the contractor's quality of work, and the increasing need for maintenance of the city's parks and

streets. Letting another contract will most likely result in an increase of contract prices and will delay repairs.

Please let me know if further information is required or if you have any questions.

Thank you,

Noel Berry, P.E.
City of Mobile
Engineer III

ATTACHMENT A
CHANGE ORDER NO. 1
CHANGE ORDER NO. 1 ITEM OVER RUN

OWNER: CITY OF MOBILE, ALABAMA

Bay Area Contracting, Inc.

TITLE: City Wide Facility Parking Lot Resurfacing and Spot Street Repairs
Project No. 2023-3005-10

ITEM			ORIGINAL CONTRACT ITEMS			TO DATE QUANTITIES		OVER RUNS	
NO	DESCRIPTION	Unit of Measure	QTY	Unit Bid Price	Total	QUANTITY	AMOUNT	QUANTITY	AMOUNT
408A052	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK)	SY	10,162	$6.00	$ 60,972.00	9155.70	$54,934.20	8675	$52,050.00
429A000	SUPERPAVE BITUMINOUS WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (165 LBS/SY)	TON	313	$134.00	$ 41,942.00	311.00	$41,674.00	486	$65,124.00
429A100	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (150 LBS/SY)	TON	3,588	$134.00	$480,792.00	3271.68	$438,405.12	1491	$199,794.00
627D000	REMOVAL OF EXISTING AND REPLACEMENT WITH NEW PRECAST CONCRETE PARKING BUMPER CURB (MATCH EXISTING MATERIAL, SIZE, SHAPE)	EACH	96	$130.00	$ 12,480.00	20.00	$2,600.00	3	$390.00
701A228	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (4" WIDE)	LF	11225	$2.50	$ 28,062.50	2,554	$6,385.00	6012	$15,030.00
701A229	SOLID BLUE, CLASS 2, TYPE A TRAFFIC STRIPE (4" WIDE)	LF	1562	$6.50	$ 10,153.00	518	$3,367.00	631	$4,101.50
	TOTALS				$634,401.50		$547,365.32		$336,489.50

TOTAL OVER RUNS FOR CHANGE ORDER No. 1 = $336,489.50

ENGINEER: _____ PRINTED NAME: _____

CONTRACTOR: Bay Area Contracting, Inc John Meacham PRINTED NAME: John Meacham

AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

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	2/8/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/8/2024 - 12:03 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 of Top Cat Limousine, LLC 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 February 27, 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 Top Cat Limousine, LLC 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 DEPARTMENT
2024 FEB -5 PM 9:18

CITY CLERK DEPARTMENT
2024 JAN 35 PM 8:37

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Juanita Mullis individually or on behalf of TOP CAT LIMOUSINE, 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:

Top Cat Limousine, llc. / Top Cat Limo

Business Address: _

Telephone: rade Name Top Cat Limousine llc / Top Cat Limo

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: SSN

Residence Address:

Address City State Zip code

Telephone Number: river's License #:

Residing in Mobile County: Years: 7 Months: 8

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: Same as above
(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)
Juanita Mullis - owner			100%

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: Airport, Hotels - field

What will be your days and hours of operation? on demand - 24 hrs

How many vehicles (carriages) do you intend to operate? 1
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: ~~ESV Escalade~~	Year: ~~2018~~	Model: ~~Cadillac~~ GM.
Make: Cadillac	Year: 2018	Model: ESV Escalade
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:

Black or Dark Grey SUV - Trade name is Top Cat Limo - with photo of cat w/ ~~attributes~~ and sophisticated attitude of

I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;

2. All of the foregoing statements are true and correct to the best of my knowledge;

3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;

4. I have read and understand Chapter 59 of the Mobile City Code;

5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Applicant's Signature

NAME OF ENTITY:

Top Cat Limousine llc

By: _____

Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS 2 **DAY OF** Feb **, 20** 24

Notary Public

GEORGE MORRIS
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 05-17-2027

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	MULLIS, JUANITA ANNE		
Address:		**Nick Name:**	
Phone:			
Race:	W - WHITE	**DOB:**	
Sex:	F	**Age:**	63
Weight:	160	**Eyes:**	HAZEL
Height:	5'08"	**Facial:**	
Hair:	BLONDE OR STRAWBERRY	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**DL #:** 7543626	**DL Type:** D	**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: R Wells

DATE: 2-2-24

AGENDA ITEM SUMMARY SHEET

Agenda of:2/27/2024

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	2/22/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/22/2024 - 2:54 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 255, 257, and 259 Dogwood Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **February 27, 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 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 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 Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 6th 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 **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.

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

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

Applicant Signature — Date ~~10/2/23~~ 1.24.2024

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

'23OCT27

10-19-2023

Chuck and Linda Sierke
257 Dogwood Dr.
Mobile, AL 36609

ECD BUILD MOBILE
OCT 23 '23 AM9:41

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

ECD BULD MOBILE
OCT 23 '23 AM9:41

MOBILE CITY PLANNING COMMISSION
October 10, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: 255, 257, 259 Dogwood Drive
ZON-UDC-002678-2023
SDC -B1 Subdivision
Gregory B. Saad, Saad Development Corporation
District 5
Rezoning from Single-Family Residential Suburban District (R-1) to Buffer Business Suburban District (B-1).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, November 2, 2023, at 2:00 p.m. to consider your above referenced application.

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

The proposed application is Rezoning from Single-Family Residential Suburban District (R-1) to Buffer Business Suburban District (B-1); however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, November 1, 2023, to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
October 10, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: 255, 257, 259 Dogwood Drive
ZON-UDC-002678-2023
SDC -B1 Subdivision
Gregory B. Saad, Saad Development Corporation
District 5
Rezoning from Single-Family Residential Suburban District (R-1) to Buffer Business Suburban District (B-1).

Dear Property Owner(s):

This letter is to advise property owners within 300 feet, as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, November 2, 2023, at 2:00 p.m., to consider the above referenced application.

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

The proposed application is Rezoning from Single-Family Residential Suburban District (R-1), to Buffer Business Suburban District (B-1); however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission.

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, November 1, 2023, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes. For additional information or assistance, please contact a Planner at (251) 208-5895.

City of Mobile · Planning & Zoning

Planning Commission Application

Zoning Request SDC-B1 Airport Boulevard and Dogwood Drive

For hard copy submissions, SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

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

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

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

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

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

☐ **Conditional Use Permits** Checklist A

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

☐ **Planned Development** Checklist C

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

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

---

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

	Applicant	Agent (If Applicable)
Name:	Gregory B. Saad	Gregory B. Saad
Firm:	Saad Development Corporation	Saad Development Corporation
Phone:	251-709-0330	251-709-0330
Email:	gregsaad@saad.com	gregsaad@saad.com
Address:	3601 Spring Hill Business Park, Suite 200 Mobile, AL 36608	3601 Spring Hill Business Park, Suite 200 Mobile, AL 36608

GS

	Owner	Design Professional
Name:	See Attached Exhibit A List of Owners	HDS Architecture and GMC
Firm:	See Attached Exhibit A	See Attached Exhibit A
Phone:	See Attached Exhibit A	See Attached Exhibit A
Email:	See Attached Exhibit A	See Attached Exhibit A
Address:	See Attached Exhibit A	See Attached Exhibit A

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

SEE ATTACHED EXHIBIT A
Property Address

2.82 ACRES SEE ATTACHED EXHIBIT A
Property Area (acres or square feet)

SEE ATTACHED EXHIBIT A
Parcel Number(s) or Key Number(s)

Suburban Single Family Residential
Present Zoning or Transect District

R1 Single Family Suburban to B1 Buffer Business Suburban
Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature

Date

GB Saad
Applicant or Agent Signature (if applicable)

October 1, 2023
Date

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

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

GB Saad
Applicant or Agent Signature

October 1, 2023
Date

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

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

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

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

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A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   SEE ATTACHED EXHBIT A - CHECKLIST B

   Low Density Residential
   Future Land Use Map (FLUM) Designation

   R-1 to B-1 SEE ATTACHED EXHBIT A - CHECKLIST B
   Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ■ No
   If yes, describe the error
   SEE ATTACHED EXHBIT A - CHECKLIST B

3. Describe how this proposal promotes the community's health, safety, and welfare.
   SEE ATTACHED EXHBIT A - CHECKLIST B.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
   SEE ATTACHED EXHBIT A - CHECKLIST B

gs

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

1. Describe the current development trends in the area of the property.
   SEE ATTACHED EXHBIT A - CHECKLIST B

2. Describe the surrounding land uses.
   SEE ATTACHED EXHBIT A - CHECKLIST B

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   SEE ATTACHED EXHBIT A - CHECKLIST B

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   SEE ATTACHED EXHBIT A - CHECKLIST B

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   SEE ATTACHED EXHBIT A - CHECKLIST B

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

Not Applicable

gs

City of Mobile · Planning & Zoning

Voluntary Conditions & Use Restrictions

I, the undersigned, as the owner of the property located at See Attached (the property), more specifically described in the attached legal description, and in consideration for Planning Commission and City Council rezoning approval, I hereby voluntarily covenant with the City of Mobile that the following uses shall be prohibited on the property as a condition of the rezoning:

I am the applicant with owner's authorization to submit. If this zoning is approved through the city of Mobile, and I acquire the properties, I voluntarily place the conditions outlined herein below. However, if the zoning request is not approved through the city of Mobile, the restrictions below will not apply.

Furthermore, I voluntarily place the following conditions and restrictions on the property as a part of the rezoning of the property:

See Attached Exhibit 1

The above stated conditions, covenants and restrictions shall run with the land and are fully enforceable by the City of Mobile as a condition of the rezoning.

See Authorizations signed

Owner Signature — Date

GB Saad

Applicant Signature — Date 10/2/23

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)
gregsaad@saad.com Email	Email
251.709.0330 Phone Number	Phone Number
DocuSigned by: P C Sierke Signature of Property Owner	October 3, 2023 | 8:47:37 AM PDT Date

DocuSign Envelope ID: BAE45F66-DE78-4D03-BC[illegible]CA81B9AC553

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Stephen A. Stokes, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 259 Dogwood Drive, Mobile, Alabama 36609.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

GREGORY B. SAAD	
Designee (1)	Designee (2)
gregsaad@saad.com	
Email	Email
251.709.0330	
Phone Number	Phone Number
DocuSigned by: [signature]	October 3, 2023 | 8:48:08 AM PDT
Signature of Property Owner	Date

DocuSign Envelope ID: FD8E8F72-B47D-438B-90 3E1114C25F41

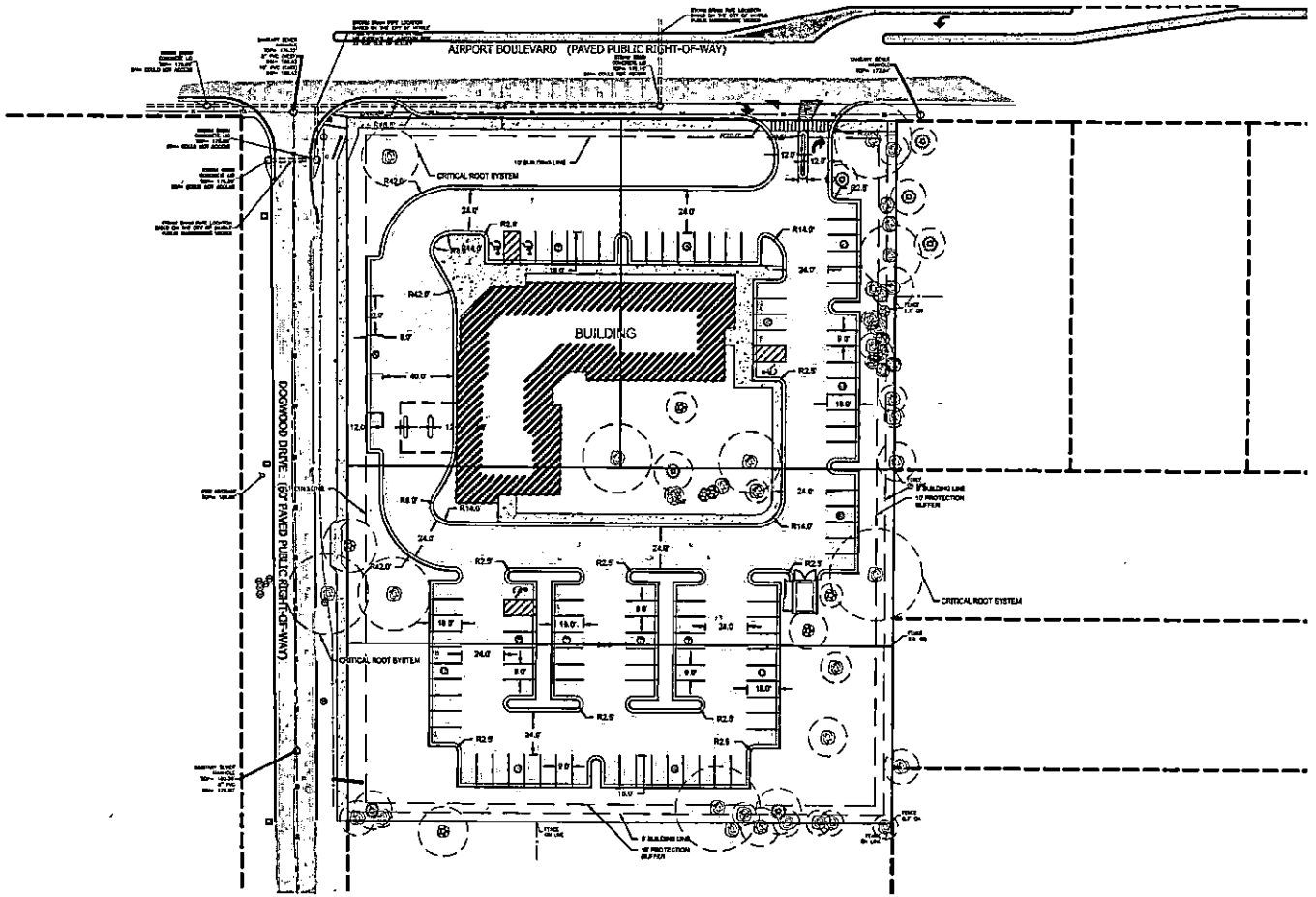
City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Paul Charles Sierke and Linda Ann Sierke, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 257 Dogwood Drive, Mobile, Alabama 36609.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

GREGORY B. SAAD Designee (1)	Designee (2)
gregsaad@saad.com Email	Email
251.709.0330 Phone Number	Phone Number
Linda Sierke Signature of Property Owner	October 3, 2023 | 11:01:15 AM PDT Date



SITE DATA TABLE

CITY OF MOBILE
MOBILE COUNTY, ALABAMA

PROPOSED SITE AREA:	2.8 AC.
ADDRESS:	AIRPORT BLVD
ZONING:	
BUILDING S.F.	APPROX. 11,930 S.F.
YARD SETBACKS:	
FRONT:	10'
SIDE:	10'
REAR:	10'
PARKING REQ'D:	60 SPACES
PARKING PROVIDED:	116 (INC. 4 H/C)

REV #	DATE	DESCRIPTION

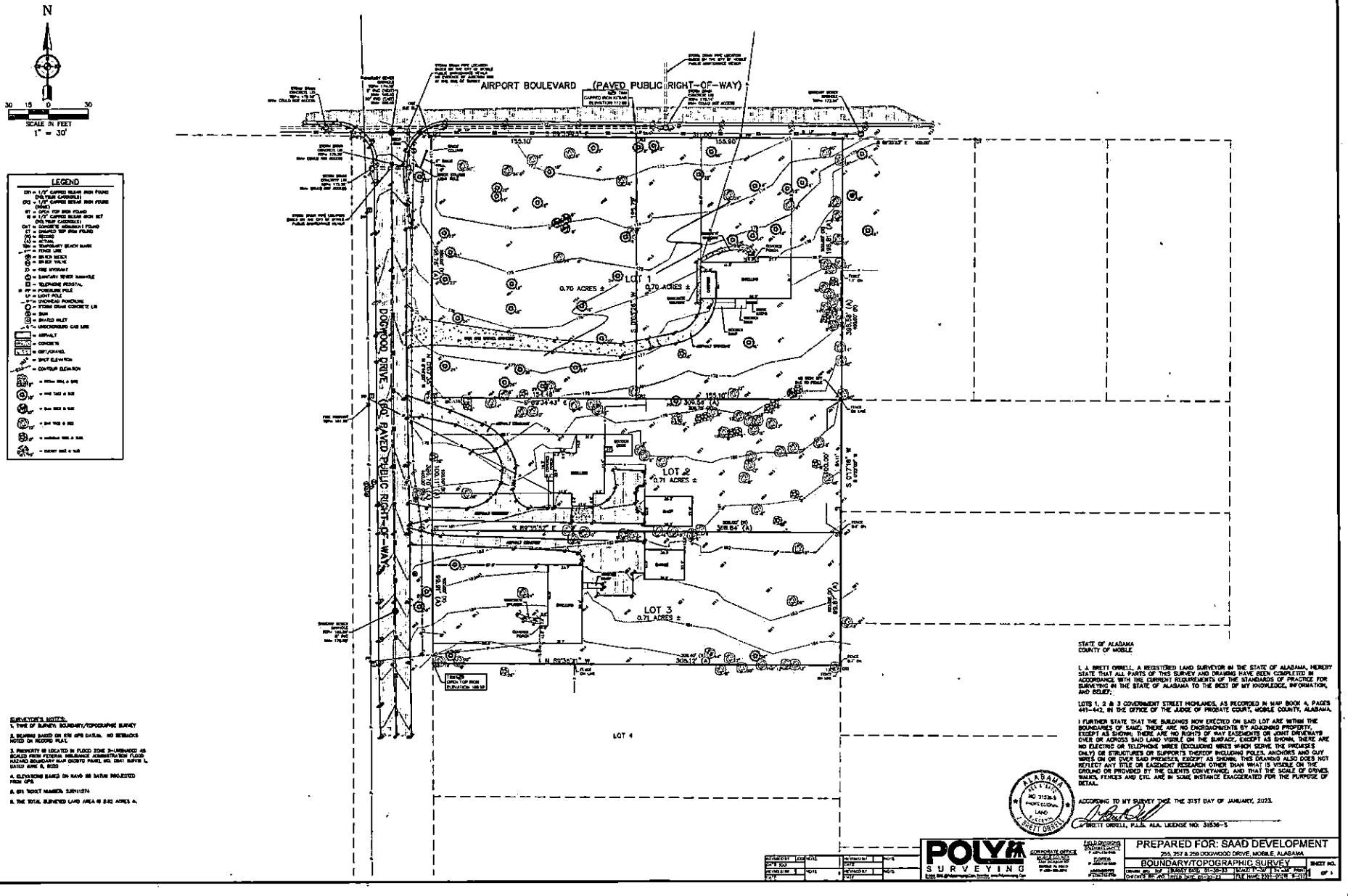
ANCHOR
59 N. Florida Street
Mobile, Alabama 36607
P: 251.459.8480

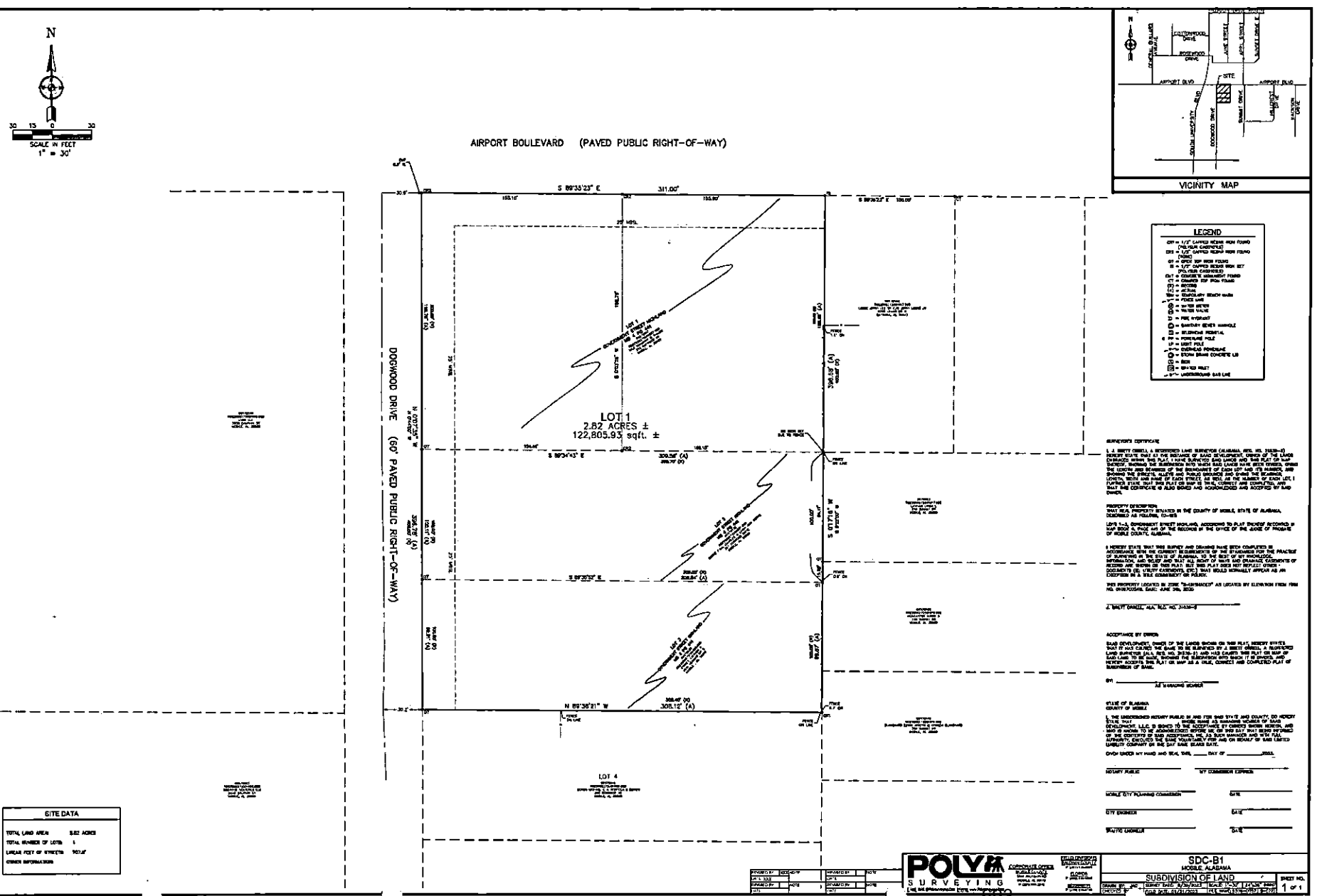
SITE CONCEPTUAL LAYOUT

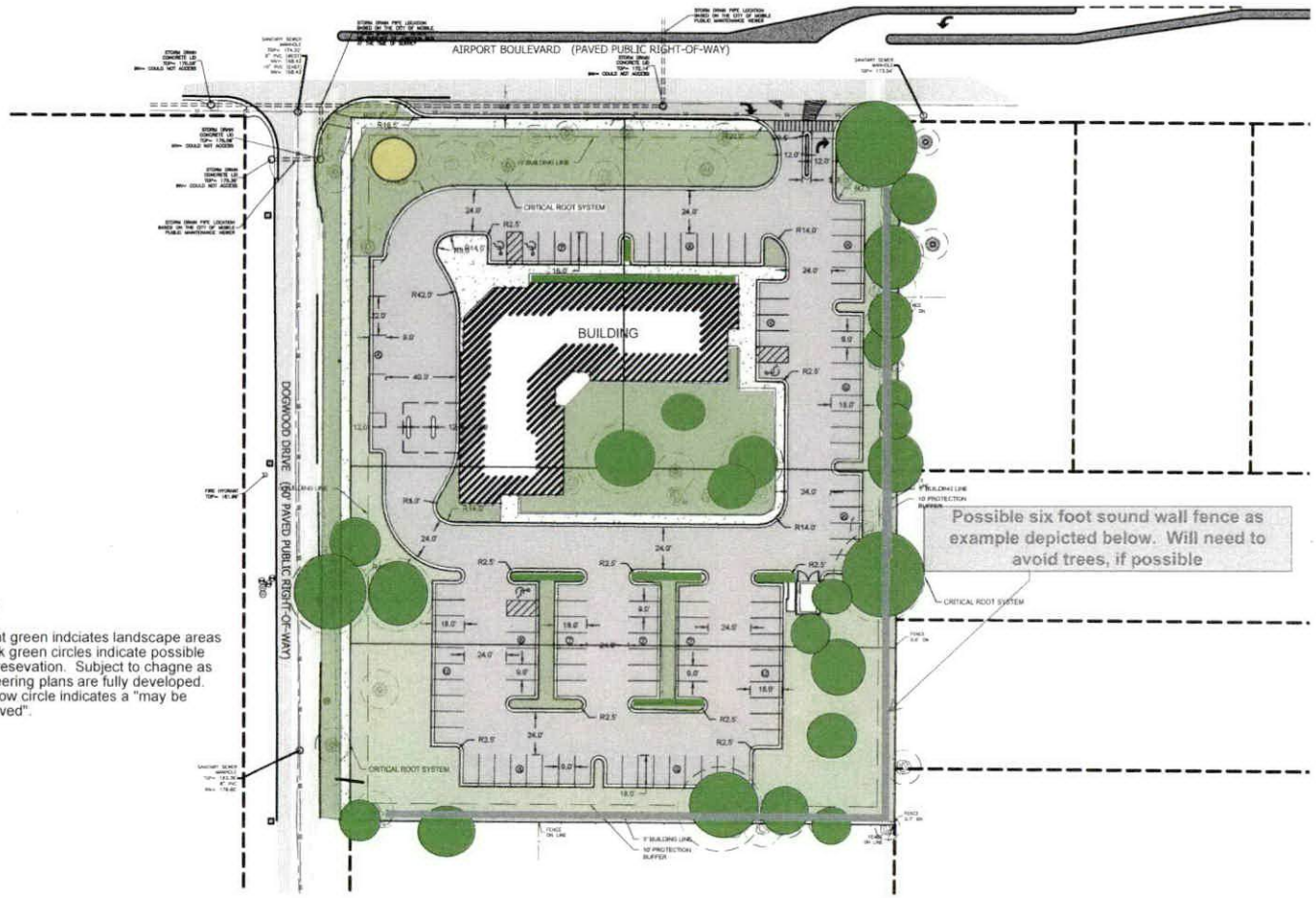
SAAD DEVELOPMENT
MOBILE, ALABAMA

SITE JURISDICTION - CITY OF MOBILE

JOB NO.	23-0024
REVISED	-
DATE	8/28/2023
SCALE	1" = 30'
SHEET	1 of 1


N
30 15 0 30
SCALE IN FEET
1" = 30'
LEGEND
AIRPORT BOULEVARD (PAVED PUBLIC RIGHT-OF-WAY)
DOGWOOD DRIVE (50' PAVED PUBLIC RIGHT-OF-WAY)
LOT 1
0.70 ACRES ±
LOT 2
0.71 ACRES ±
LOT 3
0.71 ACRES ±
LOT 4
SURVEYOR'S NOTES:
1. TYPE OF SURVEY: BOUNDARY/TOPOGRAPHIC SURVEY
2. BEARINGS BASED ON GPS DATUM. NO SETBACKS NOTED ON RECORD PLAT.
3. PROPERTY IS LOCATED IN FLOOD ZONE X-UNSHADED AS SCALED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD HAZARD BOUNDARY MAP (SCIPTO PANEL NO. 0041 SUFFIX L DATED JUNE 6, 2000
4. ELEVATIONS BASED ON NAVD 88 DATUM PROJECTED FROM GPS.
5. GPS "ROVER" NUMBER: SURVEY274
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 CONVEYANCE; 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. 31536-S
ALABAMA
NO. 31536-S
PROFESSIONAL
LAND
SURVEYOR
A. BRETT ORRELL
POLY SURVEYING
PREPARED FOR: SAAD DEVELOPMENT
255, 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
305.12' (M)
S 89°34'43" E
309.58' (M)
S 89°20'37" E
309.58' (M)
LOT 1
2.82 ACRES ±
122,805.93 sqft. ±
LOT 2
LOT 3
LOT 4
VICINITY MAP
SITE
AIRPORT BLVD
LEGEND
SITE DATA
TOTAL LAND AREA 2.82 ACRES
TOTAL NUMBER OF LOTS 1
LINEAR FEET OF STREETS 302.00'
OTHER 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
TRAFFIC ENGINEER
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

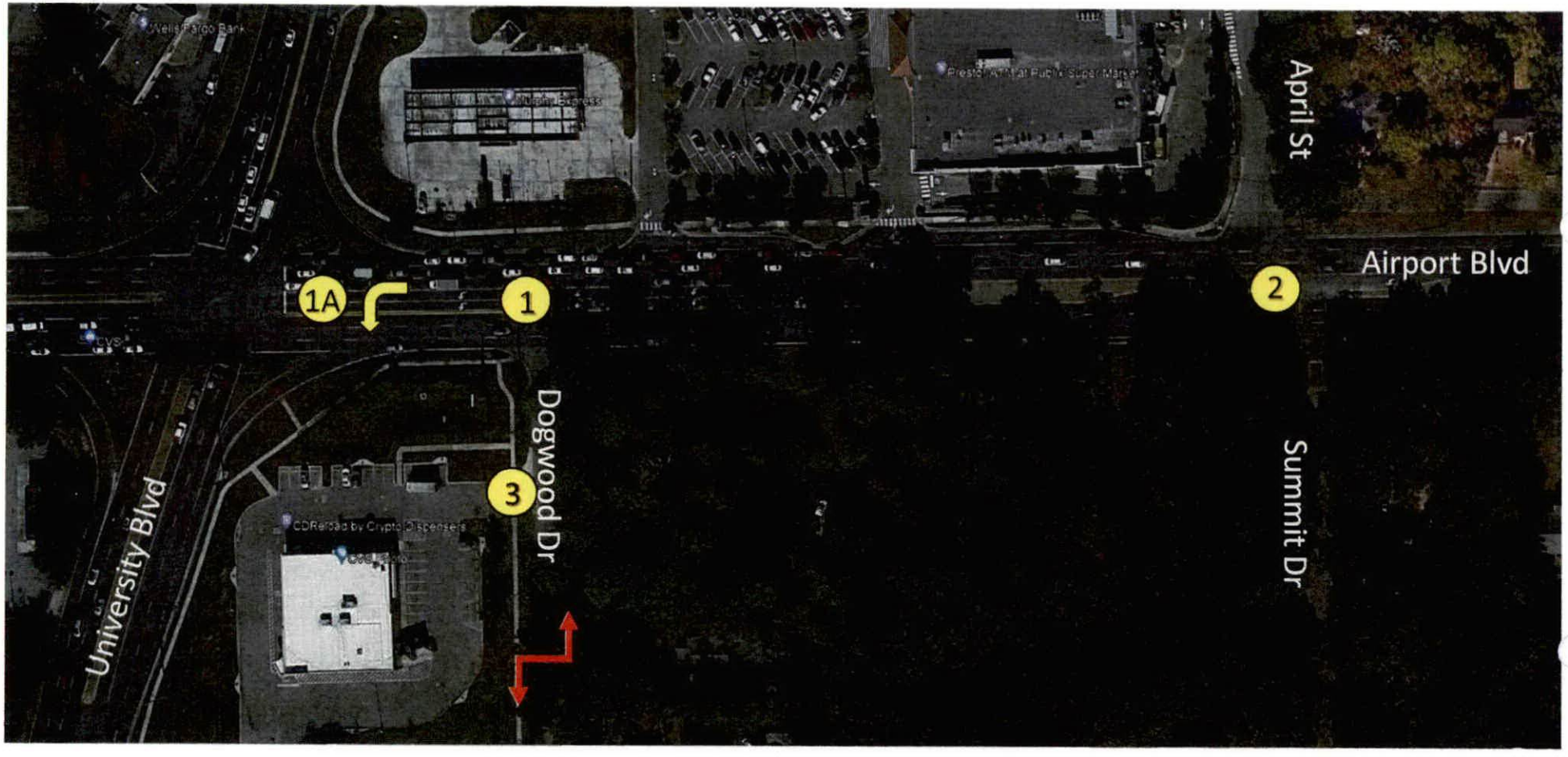
SITE CONCEPTUAL LAYOUT

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.

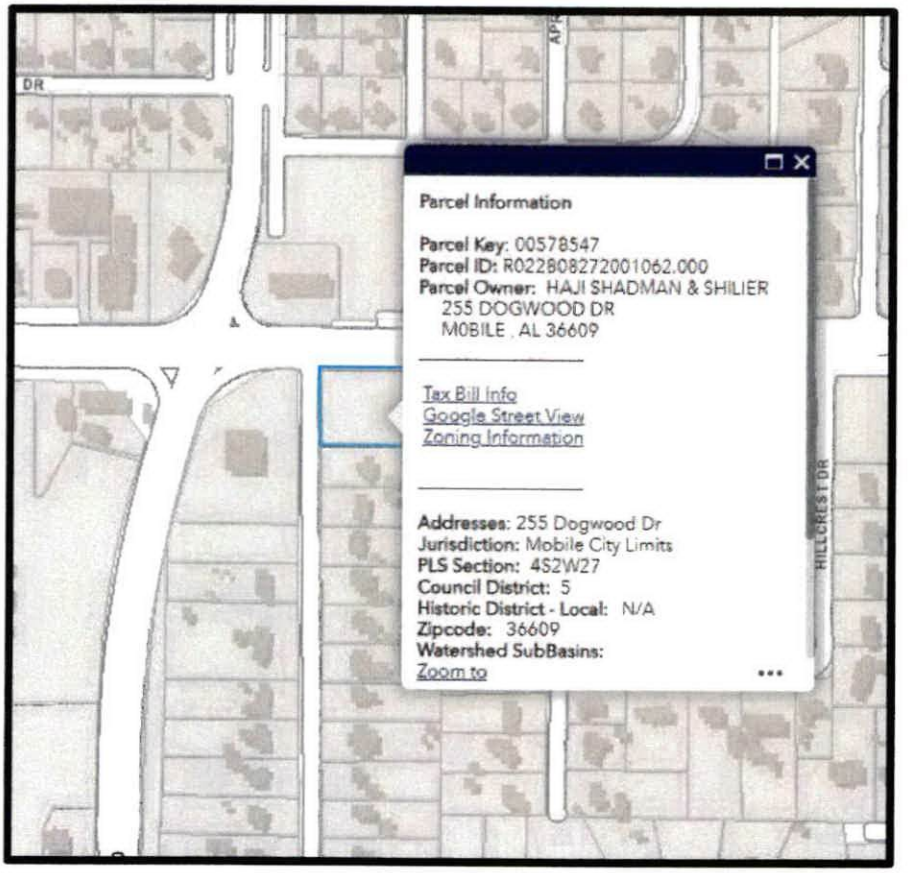
There are three contiguous individually owned properties with this request for zoning change from R-1 to B-1. The property owners and addresses are as follows:

Owner – Shadman & Shilier Haji 255 Dogwood Drive, Mobile, AL 36609

RECORD LEGAL DESCRIPTION:

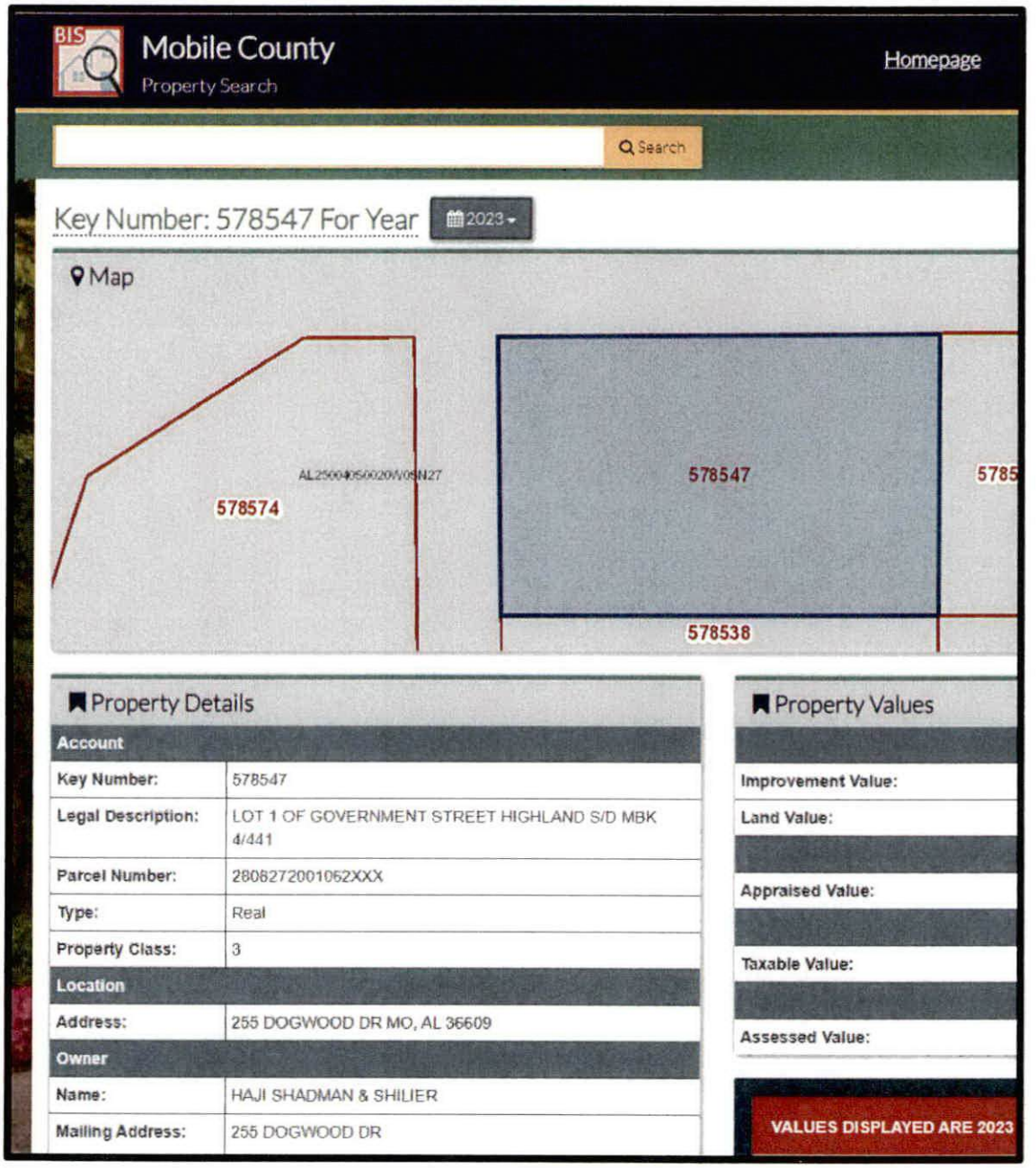
That real property situated in the County of Mobile, State of Alabama, described as follows, to-wit:

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



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255 Dogwood Drive, Mobile, AL 36609



Property Details

Account	
Key Number:	578547
Legal Description:	LOT 1 OF GOVERNMENT STREET HIGHLAND S/D MBK 4/441
Parcel Number:	2806272001062XXX
Type:	Real
Property Class:	3
Location	
Address:	255 DOGWOOD DR MO, AL 36609
Owner	
Name:	HAJI SHADMAN & SHILIER
Mailing Address:	255 DOGWOOD DR

Property Values

Improvement Value:	
Land Value:	
Appraised Value:	
Taxable Value:	
Assessed Value:	

VALUES DISPLAYED ARE 2023

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: DB6619D7-B7B4-4BF3-9C83-8109C2B880F5

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Shadman Hali and Shilier Hali, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 255 Dogwood Drive, Mobile, Alabama 36609.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

GREGORY B. SAAD Designee (1)	Designee (2)
gregsaad@saad.com Email	Email
251.709.0330 Phone Number	Phone Number
Shadman Hali Signature of Property Owner	October 3, 2023 | 1:26:53 PM PDT Date

DocuSign Envelope ID: 289F02CC-D953-4561-A9DA-14D2C9352935

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Shadman Hali and Shilier Hali, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 255 Dogwood Drive, Mobile, Alabama 36609.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

GREGORY B. SAAD Designee (1)	Designee (2)
gregsaad@saad.com Email	Email
251.709.0330 Phone Number	Phone Number
Shilier Hali Signature of Property Owner	October 3, 2023 | 2:29:11 PM PDT Date

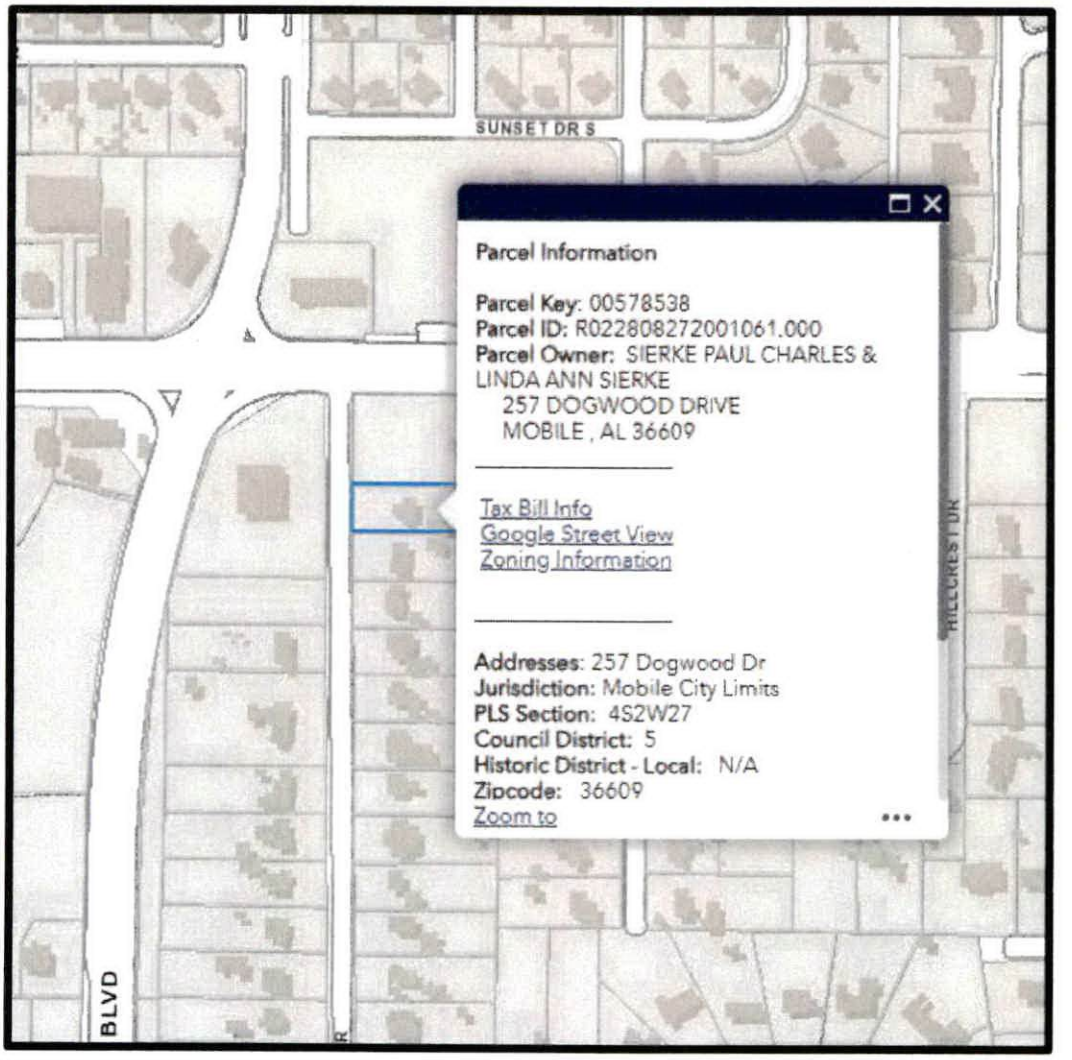
3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

Owner – Paul C. & Linda Ann Sierke 257 Dogwood Drive, Mobile, AL 36609

RECORD LEGAL DESCRIPTION:

That real property situated in the County of Mobile, State of Alabama, described as follows, to-wit:

Lot 2, Government Street Highlands, according to plat thereof recorded in Map Book 4, pages 441-442, of the records in the Office of the Judge of Probate of Mobile County, Alabama.



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OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

257 Dogwood Drive, Mobile, AL 36609

DocuSign Envelope ID: 8299E1F7-E69C-4B71-A216-271D1EBBDE07

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Paul Charles Sierke and Linda Ann Sierke, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 257 Dogwood Drive, Mobile, Alabama 36609.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

GREGORY B. SAAD Designee (1)	Designee (2)
gregsaad@saad.com Email	Email
251.709.0330 Phone Number	Phone Number
P C Sierke 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

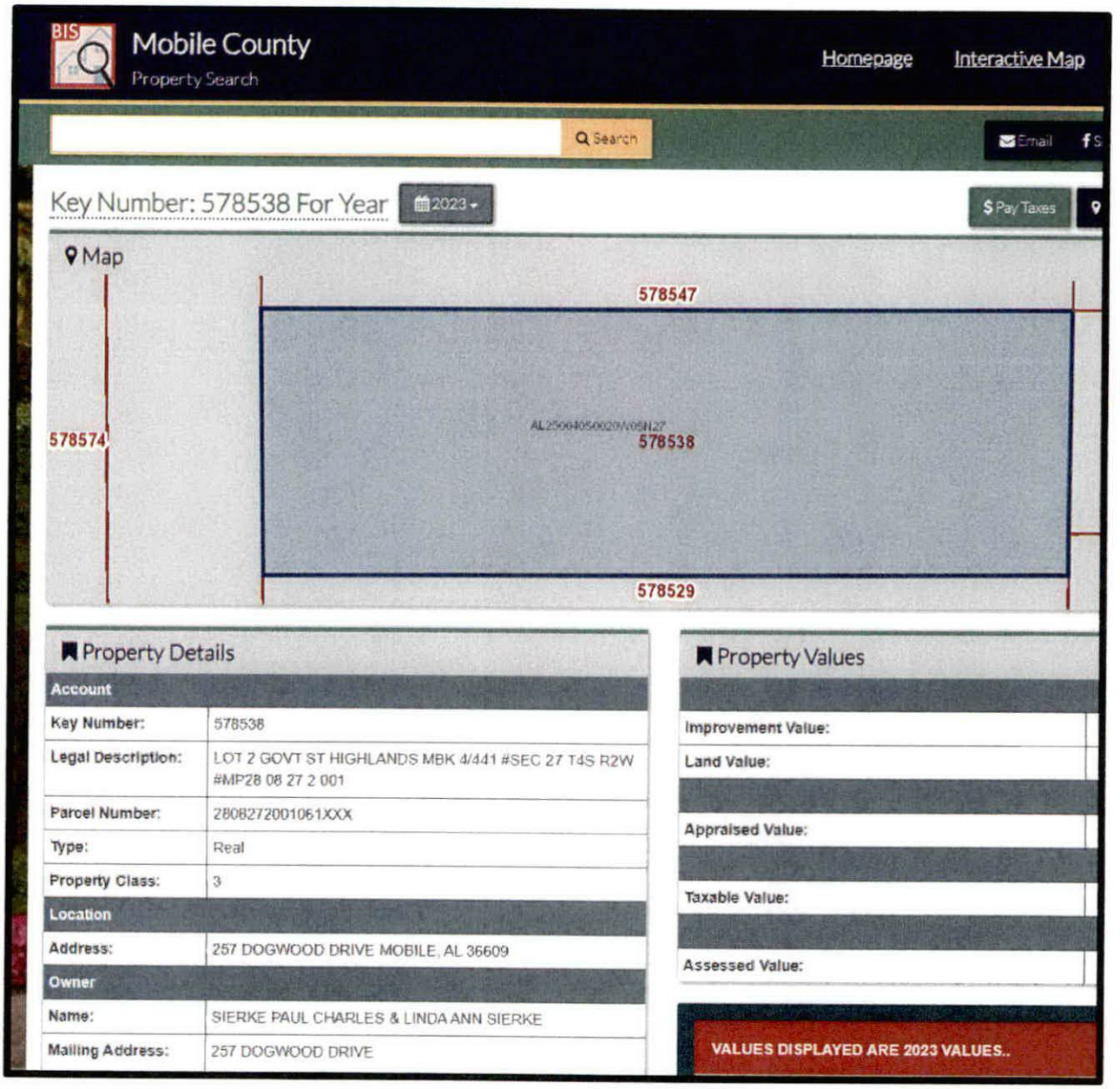
I, Paul Charles Sierke and Linda Ann Sierke, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) 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
Linda Sierke 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



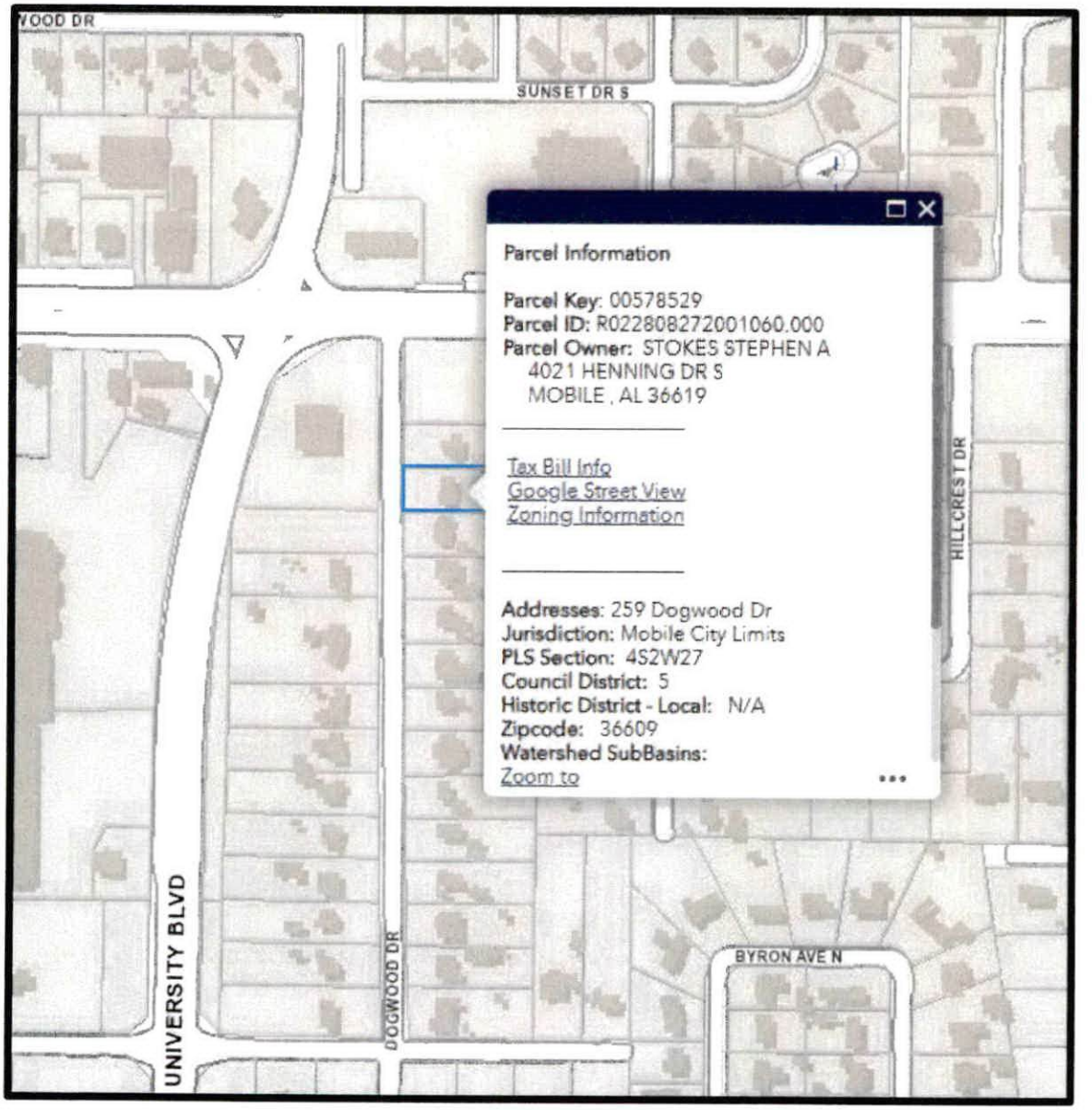
3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

Owner – Stephen A. Stokes 259 Dogwood Drive, Mobile, AL 36609

RECORD LEGAL DESCRIPTION:

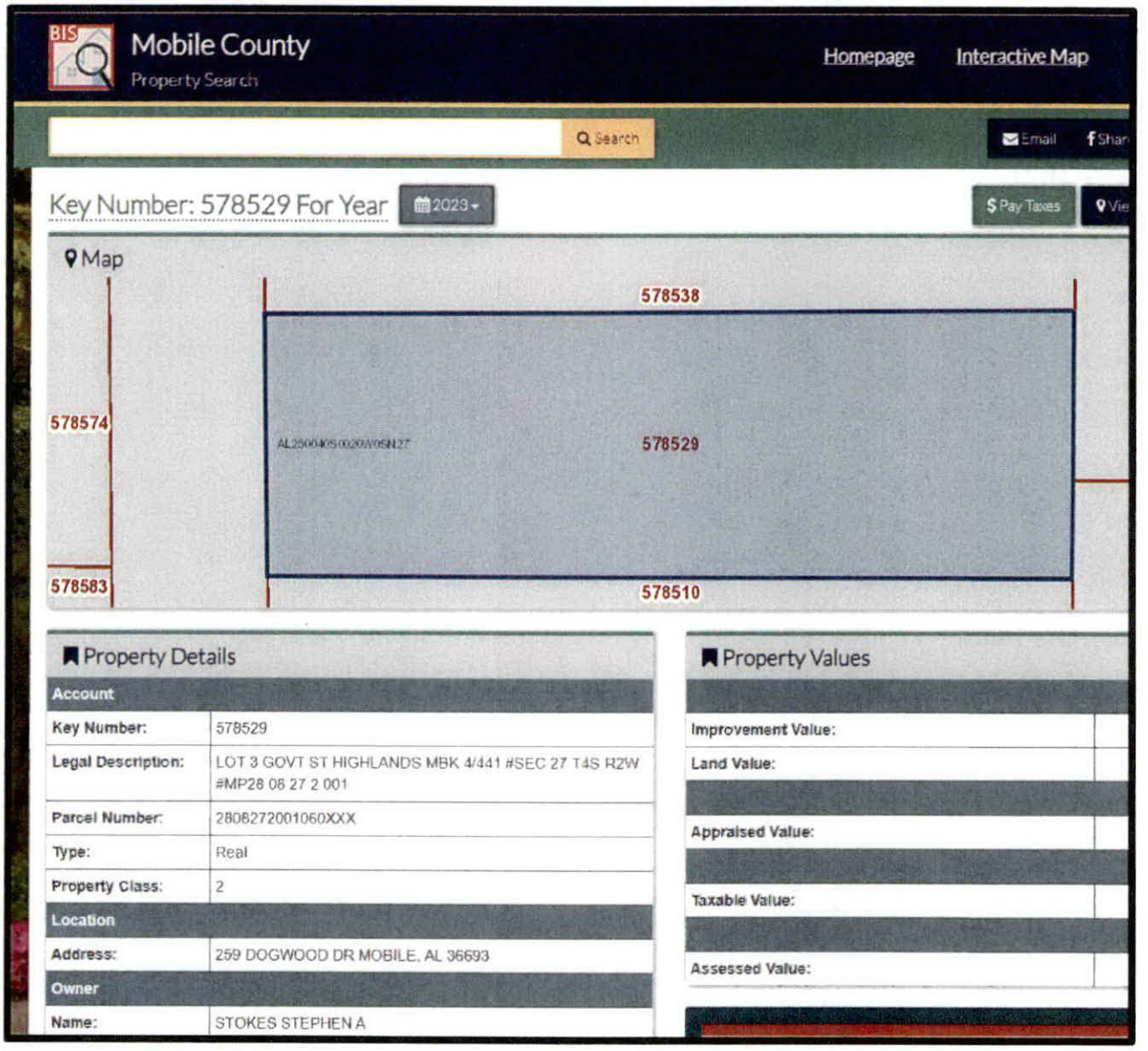
That real property situated in the County of Mobile, State of Alabama, described as follows, to-wit:

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



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

259 Dogwood Drive, Mobile, AL 36609

DocuSign Envelope ID: BAE45F66-DE78-4D03-B660-4CA81B8AC553

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 64-3-4, 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:

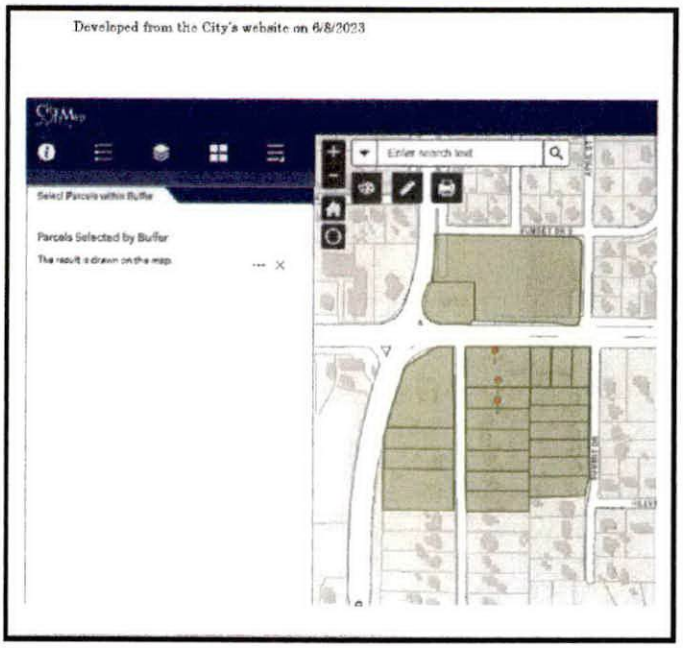
a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

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.



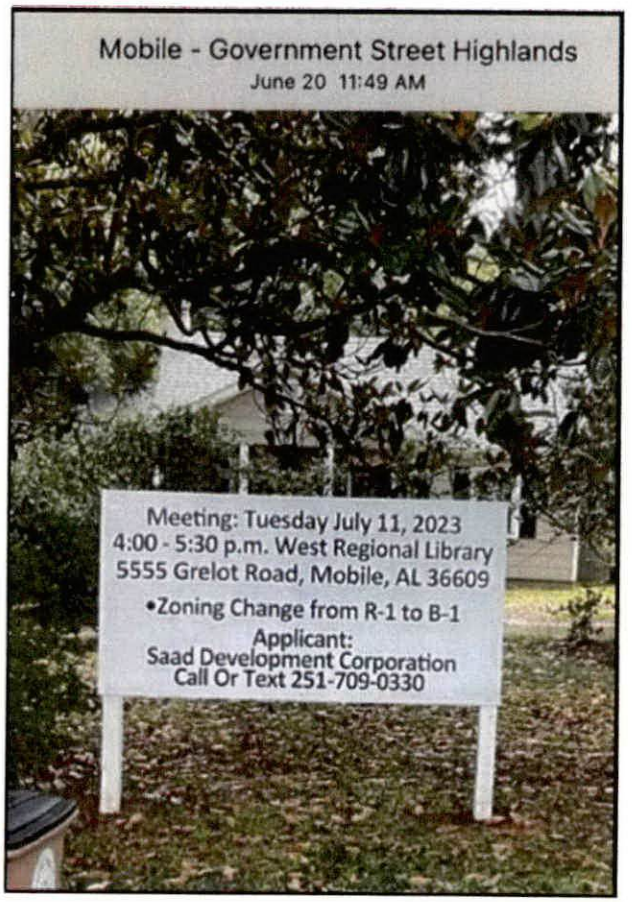
OBJECTID	KEYX	PARCEL	NAME	ADDRESS	SUBDIVISION	MAIL_ADDR1	MAIL_CITY	MAIL_STATE	MAIL_ZIP	Shape_Length	Shape_Area
1	578084	R022808272001016.000	MOBILE 2021 LLC	4601 AIRPORT BLVD		6115 FOXTAIL DR	MOBILE	AL	36693	572.2315841	17193.38835
2	578137	R022808272001021.000	KENT E CHERYLE	272 SUMMIT DR		602 SKYLINE 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	4609 AIRPORT BLVD		5290 LEMAN DR W	SATSUMA	AL	36572	603.393443	20222.70363
5	578565	R022808272001064.000	MOBILE 2021 LLC	4605 AIRPORT BLVD		6115 FOXTAIL DR	MOBILE	AL	36693	608.6810413	20264.60208
6	531437	R022805223001075.000	WAW FAMILY TRUST, DATED JANUARY C/O PUBLIX SUPER	4628 AIRPORT BLVD	SUNSET POINT SUBDIVISION	P O BOX 32018	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	849.4876558	49233.56151
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	LV5K LLC	4645 AIRPORT BOULEVARD	CVS SUBDIVISION	2600 DAUPHIN ST	MOBILE	AL	36606	1297.914673	100309.6403
10	578093	R022808272001017.000	LANHAM LINDA L	256 SUMMIT DR		256 SUMMIT DR	MOBILE	AL	36609	748.0920515	24558.57741
11	578100	R022808272001018.000	MUNCASTER MARIN D	258 SUMMIT DR		258 SUMMIT DR	MOBILE	AL	36608	740.8490536	23493.15147
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	27216.52202
15	578486	R022808272001055.01	LUSTERIO KATERINA C/O HALFORD V	277 DOGWOOD DR		277 DOGWOOD DR	MOBILE	AL	36609	822.0443566	31380.59807
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	31231.48407
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	31964.43875
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

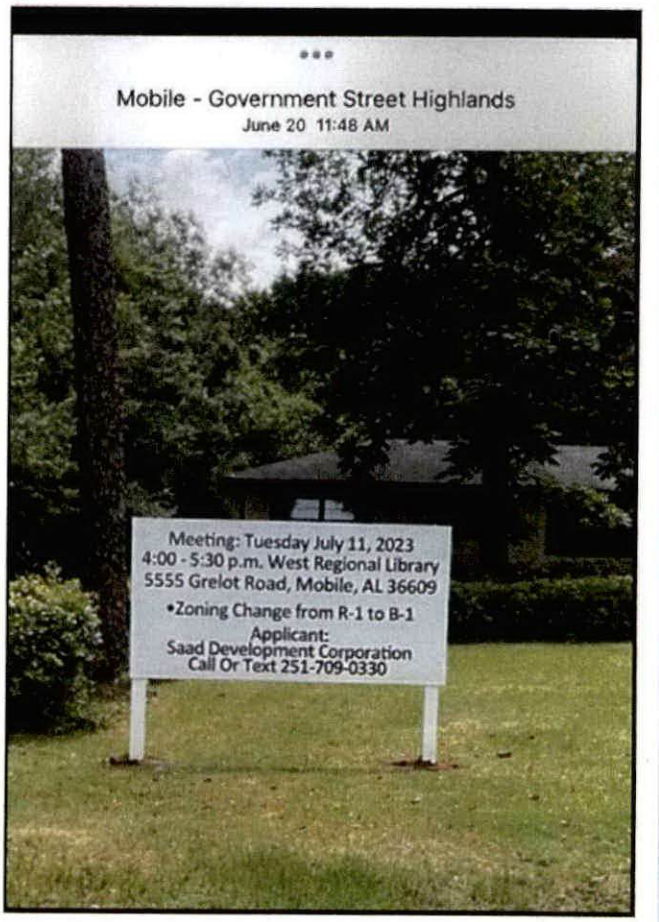
FIRST NEIGHBORHOOD MEETING – JULY 11, 2023

- 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

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FIRST NEIGHBORHOOD MEETING – JULY 11, 2023

- Dated Photographs of the posted and removed signs, date, and location of the meeting.

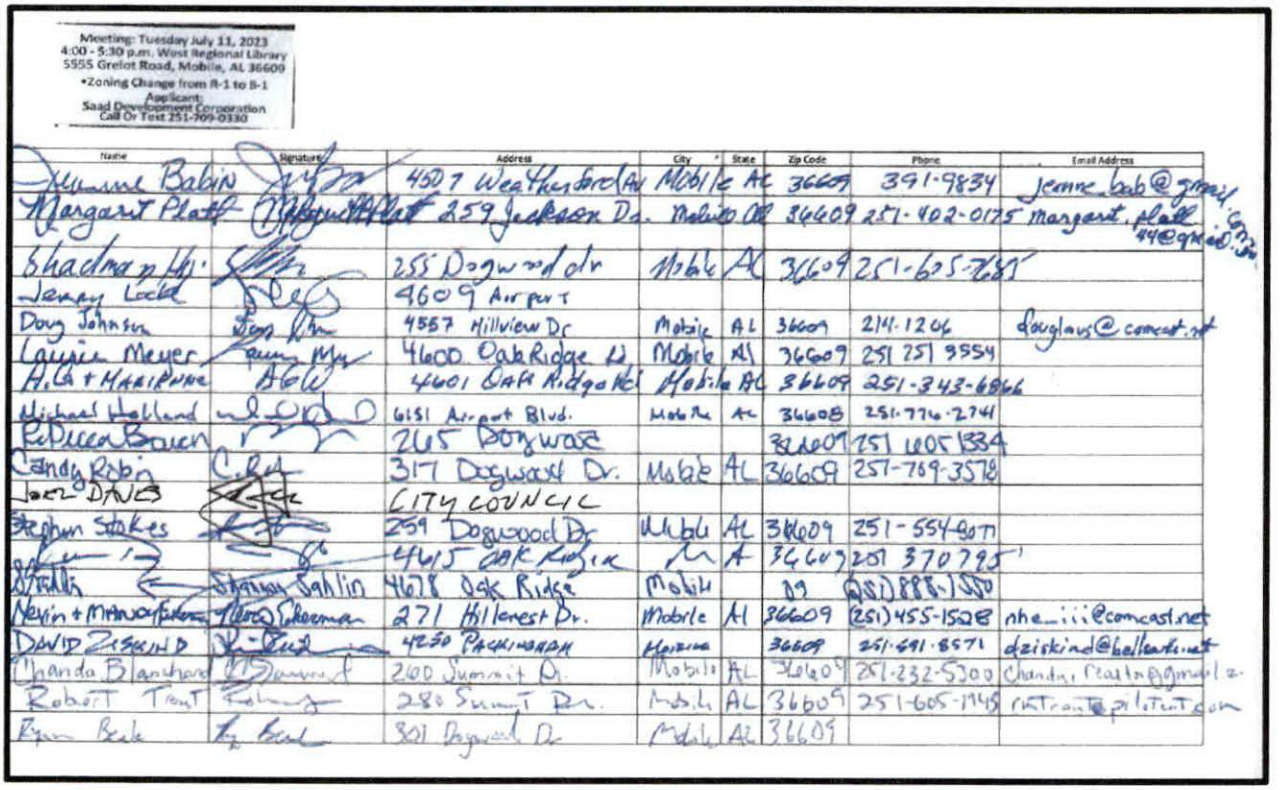




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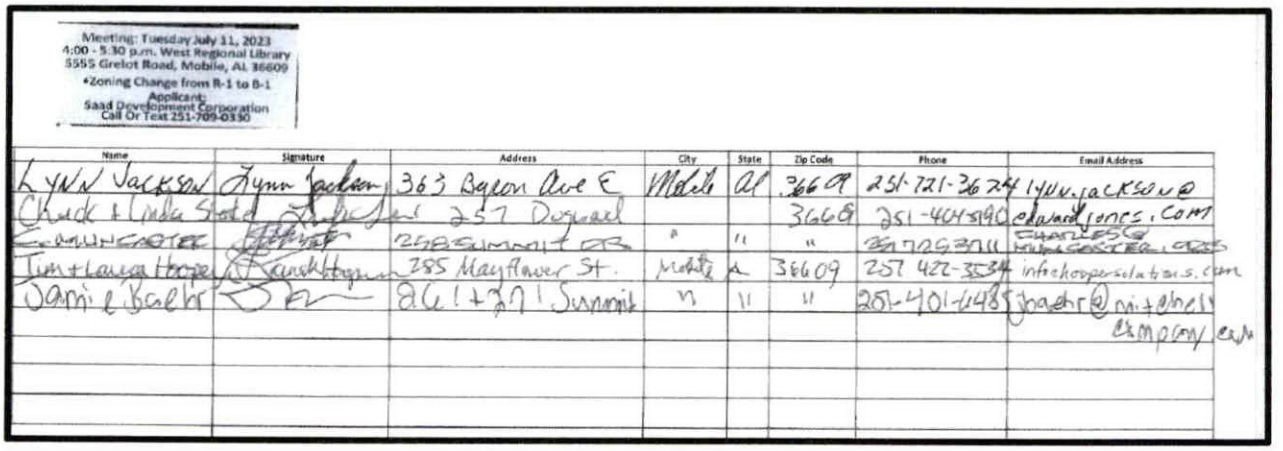
FIRST NEIGHBORHOOD MEETING – JULY 11, 2023

- 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 Dr	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 Haji		255 Dogwood dr	Mobile	AL	36609	251-605-7685	
Jenny Locke		4609 Airport					
Doug Johnson		4557 Millview Dr	Mobile	AL	36609	214-1206	douglaus@comcast.net
Laurie Meyer		4600 Oak Ridge Dr	Mobile	AL	36609	251 751 9554	
A.G + Mariana		4601 Oak Ridge Dr	Mobile	AL	36609	251-343-6866	
Michael Holland		6151 Airport Blvd.	Mobile	AL	36608	251-776-2741	
LaDeen Bauer		265 Dogwood			36609	251 605 1334	
Candy Robin		317 Dogwood Dr.	Mobile	AL	36609	251-769-3578	
Jon DANG		CITY COUNCIL					
Stephen Stokes		259 Dogwood Dr	Mobile	AL	36609	251-554-9071	
[illegible]		4645 Oak Ridge		AL	36609	251 370 795	
[illegible]		4678 Oak Ridge	Mobile		09	(251) 885-1350	
Kevin + Mandy Fisher		271 Hillcrest Dr.	Mobile	AL	36609	(251) 455-1528	nhe...iii@comcast.net
DAVID ZISKIND		4230 PACKINGHAM	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.com
Ryan Beale		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	251-721-3674	lynn.jackson@
Chuck + Linda Stokes		257 Dogwood			36609	251-404-5190	edwardjones.com
[illegible]		258 Summit Dr	"	"	"	251 726 3711	CHARLES@
Tim + Laura Hooper		285 Mayflower St.	Mobile	AL	36609	257 422-3534	infrahooperslabs.com
Jamie Beale		261 + 271 Summit	"	"	"	251-401-6485	jbeale@mitchcompany.com

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1ST NEIGHBHORHOOD MEEETING

SEE ATTACHED EXHIBIT B – JULY 11, 2023

NEIGHBORHOOD MEETING PRESENTATION

SEE BELOW JULY 11, 2023, NEIGHBORHOOD MEETING NOTES

MEETING: TUESDAY JULY 11, 2023

2.82 acres – Northeast corner of

Airport Boulevard & Dogwood Drive, Mobile, AL

Neighborhood Meeting

7.11.2023 4:00pm

The following notes are from the above-described neighborhood meeting. This meeting was held in order to engage in a discussion with the area property owners and to seek their input on the proposed zoning change from R-1 to B-1. The Applicant makes no representation that the following notes are fully accurate but rather reflect the subjects and general discussion of topics raised and presented.

- Mr. Saad welcomed all and requests that all attendees please be sure to sign up for our meeting.
- Mr. Saad introduced himself and provided an opening statement.
- Mr. Saad then distributed and presented EXHIBIT B.
- Following the presentation of EXHIBIT B, Mr. Saad opened the floor to questions and comments.
- Q - Attendee. Will the Saturday workdays be over-flow workdays after bad weather days?
- A - Mr. Saad. Yes, that is possible, but probably limited to days to coincide with long lead item delivery or schedule impacts due to bad weather. However, the exterior working hours will remain daytime only, which are typically 7:00 am to 6:00 pm.
- Q - Attendee of Jackson Heights. Traffic sometimes backs up past Summit, westbound.
- A - Confirmed there has been a traffic study approved to help the traffic lights in sequence.
- Q – Attendee. How long will the process of building the turning lane in the median of Airport take?
- A - Mr. Saad. Hard to forecast as this depends on scheduling, but I would estimate between 30 and 60 days. However, we will have to provide an acceptable plan for the city approval.
- Q – Attendee. Where will construction deliveries come in?
- A - Mr. Saad. All construction workers and deliveries will enter and exit to and from Airport Boulevard only. There will be no construction entrance off Dogwood.
- City Councilman Joel Daves. Process of this project goes as follows: neighborhood meeting, application to planning commission, planning commission meeting, planning commission

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determination, zoning change goes before city council, city council meeting, appeal to circuit court of Mobile.

- Q – Attendee. Why was this site selected?
- A - Mr. Saad. The site search criteria required an Airport Boulevard parcel. The target area is west side of I-65 on Airport extending westward to Bit & Spur Road with a parcel size of 2 to 3 acres. We have conducted this site search for over three years and after examining the very few sites which had potential, this site is the only site which meets the location and property size requirements.

- Q – Attendee. Will this project increase our property values?
- A - Mr. Saad. B – 1 is specifically designed to abut residential and in some cases, be located within residential areas. In the case of our application, the subject property will serve as a buffer between commercial to the west and north, and the residential areas to the east and south. While I cannot disclose the purchase prices for the three parcels, I believe it's safe to say, I'm paying what I believe are commercial prices for the three parcels. Also, not that the tax assessor's valuations are always correct, I believe the tax records show over the past 10 to 15 years, as the area has developed with commercial, your property valuations have also increased, maybe not each year, but overall, the values are up.
- Q – Attendee. How was the height fence determined?
- A - Mr. Saad. Generally, the city requirements call for a six-foot fence, but that is not always required depending on the size of the landscape buffer. I really do not want to install a huge masonry wall because we will be required to remove many large and beautiful trees. I have provided a larger green belt in an effort to provide a buffer and save as many trees as possible.
- Q – Attendee. Will you tell us who your tenants are?
- A – Mr. Saad. No, I'll not disclose without their authorization but all fit within the chart of uses for B-1.
- Q – Attendee. Will there be a retention pond?
- A - Mr. Saad. Yes, we anticipate storm water management plan to include either retention or detention. However, because we are leaving a sizable green space around the site, our impact of storm water will be more management and we cannot and will not develop a site which does not meet city code and requirements.
- Q – Attendee. If everybody agreed on certain restrictions, would you agree?
- A - Mr. Saad. Yes, as long as the restrictions do not hinder the use of the property for future tenants. B-1 Tenants. In fact, I have prepared the list of restrictions which addresses dumpster delivery and pickup, and parking lot cleaning both.
- Q – Attendee. Will this be a walk-in bank?
- A - Mr. Saad. Yes. Our current discussions with a financial institution would include both walk-in business as well as drive-up lanes.

Mr. Saad provided a closing statement and offered to speak with anyone after the meeting or by phone or email. Mr. Saad discussed the prepared traffic study and offered to hold a Zoom meeting with anyone who would like to discuss the traffic study result with the traffic engineers.

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Follow up:

TRAFFIC ENGINEER ZOOM MEETING

Note 1: Mr. Saad did hold a Zoom meeting with the traffic engineers who provided the study. Two residents attended the Zoom meeting. Questions were asked and answered.

Note 2: The above are notes taken at the meeting. The above is not intended to represent the notes representing all that was discussed but rather a sampling of key questions and answers provided.

Note 3: Posted signs were removed as required.

Note 4: The Final Traffic Study is identified as **Exhibit D.**

FIRST NEIGHBORHOOD MEETING

- Copies of any site plans and other documents are attached as **Exhibit B**.

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SECOND NEIGHBORHOOD MEETING – SEPTEMBER 28, 2023

- Letters to Property Owners.

SAAD
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OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

September 7, 2023

[redacted]
Mobile, Alabama 36609

Re: 2nd Neighborhood Meeting. Zoning Change for 255 DOGWOOD DR MOBILE, AL 36609, 257 DOGWOOD DR MOBILE, AL 36609, and 259 DOGWOOD DR MOBILE, AL 36609

Dear [redacted]

Because of the timing related to the date of the neighborhood meeting and the date of the public hearing, we will need to hold another neighborhood meeting. According to the Mobile, Alabama public records, you own parcel number [redacted]. As Required by City of Mobile, AL Unified Development Code Section 64-5-4, a meeting will be held as outlined below. Because your property is located within 300 feet of the subject properties, we are notifying you and encouraging you to attend. If you wish to have a conversation prior to the meeting, please feel free to text the below number and provide a call back number.

Date – Thursday September 28, 2023
Place - West Regional Library
Address - 5555 Grelot Road, Mobile, AL 36609
Take note the Mobile Public Library is only the venue for the meeting and NOT A sponsor or endorser of this Meeting.
Time - 4:30 – 6:00 pm
Applicant Request the following:

- Zoning Change from R-1 to B-1
- Subdivision Approval – combining three parcels into one parcel.
- Special Exception – Financial Institution

MEETING SPONSOR - SAAD DEVELOPMENT CORPORATION
Call or Text 251-709-0330 and provide your call back number.

We look forward to discussing our plans and hearing your thoughts and comments.

Sincerely,

SAAD DEVELOPMENT CORPORATION

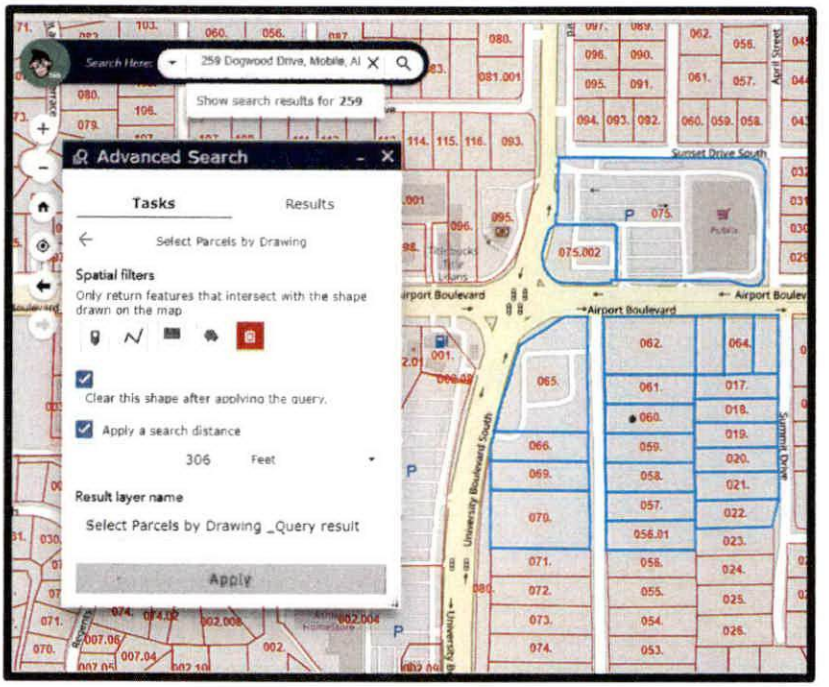
Gregory B. Saad
GBS/
Enclosure

BUILD-TO-SUIT DEVELOPERS – INDUSTRIAL AND COMMERCIAL BROKERS
SINCE 1982

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SECOND NEIGHBORHOOD MEETING – SEPTEMBER 28, 2023

- Property owners within 306 feet.



OBJECTID_12	prop_id_text	Parcel_Id	ObjectID_1	ParcelNo	NAME1	NAME2	Address1	CITY	STATE	ZIP
50251	2001016XXX	16	92,223	28 08 27 2 001 016.XXX	MOBILE 2021 LLC		6115 FOXTAIL DR	MOBILE	AL	36693-3550
51047	2001017XXX	17	92,224	28 08 27 2 001 017.XXX	LANHAM LINDA L		256 SUMMIT DR	MOBILE	AL	36609
50252	2001018XXX	18	92,225	28 08 27 2 001 018.XXX	MUNCASTER MARIN D		258 SUMMIT DR	MOBILE	AL	36608
50183	2001019XXX	19	92,226	28 08 27 2 001 019.XXX	BLANCHARD EDWIN JOSEPH & CHANDA BLANCHARD		260 SUMMIT DR	MOBILE	AL	36609
50184	2001020XXX	20	92,227	28 08 27 2 001 020.XXX	BILBREY JUSTUS PRICE & CAROLE ANNE BILBREY		268 SUMMIT DR	MOBILE	AL	36609
50185	2001021XXX	21	92,228	28 08 27 2 001 021.XXX	KENT E CHERYLE		602 SKYLINE DR W	MOBILE	AL	36609-5933
50186	2001022XXX	22	92,229	28 08 27 2 001 022.XXX	STEWART HEATHER		276 SUMMITT DR	MOBILE	AL	36609-2437
51056	200105601X	56.01	92,263	28 08 27 2 001 056.01X	LUSTERIO KATERINA	C/O HALFORD WILLIAM & BRANDI HALFORD	277 DOGWOOD DR	MOBILE	AL	36609-3411
51057	2001057XXX	57	92,265	28 08 27 2 001 057.XXX	ROFFLER MITCHELL & MICHELLE ROFFLER		275 DOGWOOD DR	MOBILE	AL	36609
50261	2001058XXX	58	92,266	28 08 27 2 001 058.XXX	SAVIO SARITA DAWN		269 DOGWOOD DR	MOBILE	AL	36609
50950	2001059XXX	59	92,267	28 08 27 2 001 059.XXX	BOWEN MICHAEL C & REBECCA E BOWEN		265 DOGWOOD DR	MOBILE	AL	36609-3411
51058	2001060XXX	60	92,268	28 08 27 2 001 060.XXX	STOKES STEPHEN A		4021 HENNING DR S	MOBILE	AL	36619-9261
51059	2001061XXX	61	92,269	28 08 27 2 001 061.XXX	SIERKE PAUL CHARLES & LINDA ANN SIERKE		257 DOGWOOD DRIVE	MOBILE	AL	36609-3411
51060	2001062XXX	62	92,270	28 08 27 2 001 062.XXX	HAJI SHADMAN & SHILIER		255 DOGWOOD DR	MOBILE	AL	36609-3411
51061	2001063XXX	63	92,271	28 08 27 2 001 063.XXX	LOCKE JERRY LEE SR	C/O JERRY LOCKE JR	5290 LEMAN DR W	SATSUMA	AL	36572
50262	2001064XXX	64	92,272	28 08 27 2 001 064.XXX	MOBILE 2021 LLC		6115 FOXTAIL DR	MOBILE	AL	36693-3550
50951	2001065XXX	65	92,273	28 08 27 2 001 065.XXX	LV5K LLC		2600 DAUPHIN ST	MOBILE	AL	36606-4802
50263	2001066XXX	66	92,274	28 08 27 2 001 066.XXX	DOGWOOD VENTURES LLC		2600 DAUPHIN ST	MOBILE	AL	36606
50264	2001069XXX	69	92,275	28 08 27 2 001 069.XXX	DOOLITTLE DAVID K & NANCY P		268 DOGWOOD DR	MOBILE	AL	36609
50952	2001070XXX	70	92,276	28 08 27 2 001 070.XXX	QUILL RICHARD O JR & MARY M		276 DOGWOOD DR	MOBILE	AL	36609-3410
45228	3001075XXX	75	86,303	28 05 22 3 001 075.XXX	LADAS S.L. AS TRUSTEE OF THE WAW FAMILY TRUST, DATED JANUARY	C/O PUBLIX SUPER MARKETS, INC	P O BOX 32018	LAKELAND	FL	33802
185471	3001075002	75.002	86,302	28 05 22 3 001 075.002	HILLCREST SOUTH, LLC, AN ALABAMA LLC	C/O MURPHY USA	PO BOX 7300	EL DORADO	AR	71731

Page 1

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Information below and above associated map is gathered from the Mobile County Revenue Department records.

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

MOBILE 2021 LLC
6115 FOXTAIL DR
MOBILE, AL 36693-3550

STEWART HEATHER
276 SUMMITT DR
MOBILE, AL 36609-2437

LANHAM LINDA L
256 SUMMIT DR
MOBILE, AL 36609

LUSTERIO KATERINA
C/O HALFORD WILLIAM & BRANDI HALFORD
277 DOGWOOD DR
MOBILE, AL 36609-3411

MUNCASTER MARIN D
258 SUMMIT DR
MOBILE, AL 36608

ROFFLER MITCHELL & MICHELLE ROFFLER
275 DOGWOOD DR
MOBILE, AL 36609

MUNCASTER MARIN D
258 SUMMIT DR
MOBILE, AL 36609

SAVIO SARITA DAWN
269 DOGWOOD DR
MOBILE, AL 36609

BLANCHARD EDWIN JOSEPH
& CHANDA BLANCHARD
260 SUMMIT DR
MOBILE, AL 36609

BOWEN MICHAEL C
& REBECCA E BOWEN
265 DOGWOOD DR
MOBILE, AL 36609-3411

BILBREY JUSTUS PRICE & CAROLE ANNE
BILBREY
268 SUMMIT DR
MOBILE, AL 36609

STOKES STEPHEN A
4021 HENNING DR S
MOBILE, AL 36619-9261

KENT E CHERYLE
602 SKYLINE DR W
MOBILE, 36609-5933

SIERKE, PAUL CHARLES &
LINDA ANN SIERKE
257 DOGWOOD DRIVE
MOBILE, AL 36609-3411

LOCKE JERRY LEE SR
C/O JERRY LOCKE JR
5290 LEMAN DR W
SATSUMA, AL 36572

HAJI SHADMAN & SHILIER
255 DOGWOOD DR
MOBILE, AL 36609-3411

LADAS S.L. AS TRUSTEE OF THE WAW FAMILY
TRUST, DATED JANUARY
C/O PUBLIX SUPER MARKETS, INC
P O BOX 32018
LAKELAND, FL 33802

LV5K LLC
2600 DAUPHIN ST
MOBILE, AL 36606-4802

HILLCREST SOUTH, LLC, AN ALABAMA LLC
C/O MURPHY USA
PO BOX 7300
El Dorado, AR 71731

MOBILE 2021 LLC
6115 FOXTAIL DR
MOBILE, AL 36693-3550

QUILL RICHARD O JR & MARY M
276 DOGWOOD DR
MOBILE, AL 36609-3410

DOGWOOD VENTURES LLC
2600 DAUPHIN ST
MOBILE, AL 36606

DOOLITTLE DAVID K & NANCY P
268 DOGWOOD DR
MOBILE, AL 36609

GREGORY B. SAAD, APPLICANT
SAAD DEVELOPMENT CORPORATION
3601 SPRING HILL BUSINESS PARK, SUITE 200
MOBILE, AL 36608

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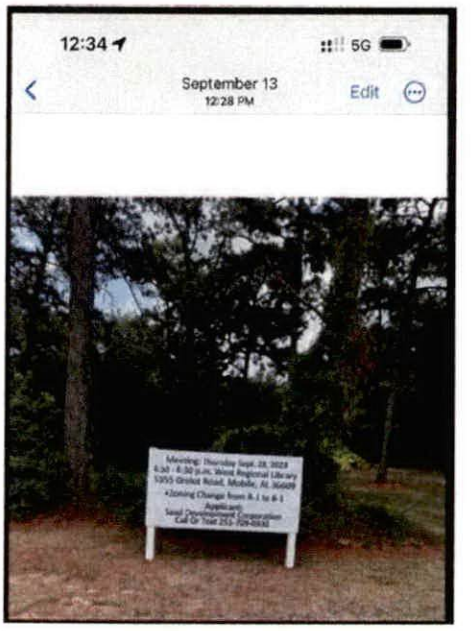
SECOND NEIGHBORHOOD MEETING – SEPTEMBER 28, 2023

- Dated Photographs of the posted and removed signs, date, and location of the meeting.

2nd Neighbor Meeting 9.28.23 - Mail Re: R1 - B1 Zoning And Subdivision for 255, 257, 259 Dogwood Drive, Mobile, AL 36609 **SIGNS INSTALLED**



255 Dogwood Drive, Mobile, AL 36609
AIRPORT BOULEVARD FRONT



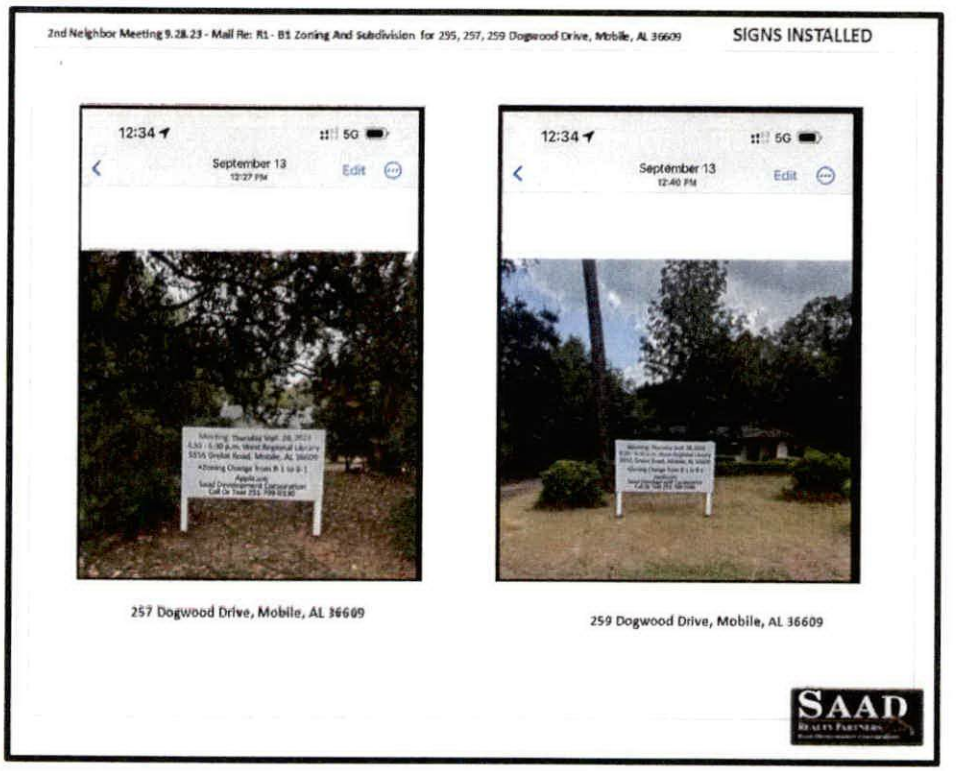
255 Dogwood Drive, Mobile, AL 36609
DOGWOOD DRIVE FRONT

SAAD REALTY PARTNERS

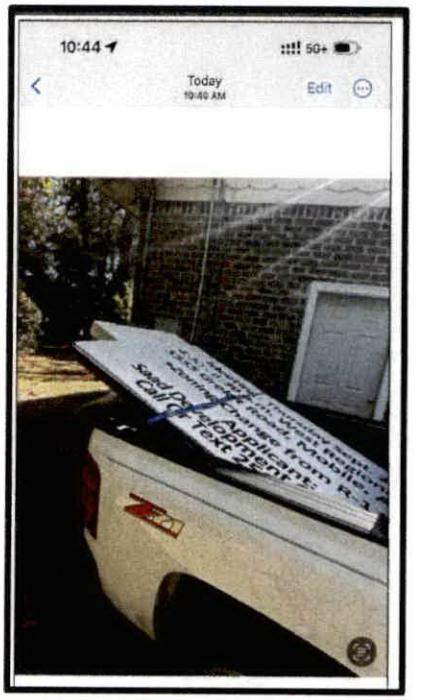
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SECOND NEIGHBORHOOD MEETING – SEPTEMBER 28, 2023

- Dated Photographs of the posted and removed signs, date, and location of the meeting.



Signs Removed October 3, 2023



3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
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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 - 4:30 - 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-3
- 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 to ask questions.

SAAD REALTY PARTNERS

Name (Print)	DAVID ZISKIND
Signature	
Address	4250 PACKINGHAM
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	460C Airport Blvd
City, State, Zip Code	
Phone	228-243-8836
Email Address	Xiaozheng83@gmail.com
Name (Print)	Cathy O'Keefe
Signature	
Address	5713 Vendome Dr. So
City, State, Zip Code	Mobile, AL 36609
Phone	251-622-5975
Email Address	cathyokeefe.usa@gmail.com
Name (Print)	[illegible]
Signature	
Address	
City, State, Zip Code	Mobile, AL.
Phone	
Email Address	
Name (Print)	Alan Wilson Legacy
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 - 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.

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	
Address	257 Dogwood Dr
City, State, Zip Code	Mobile AL 36609
Phone	251 295-1769
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 253 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 - 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

SAAD REALTY PARTNERS

Name (Print)	Shadman Hall
Signature	
Address	255 Dog Wood dr
City, State, Zip Code	Mobile AL 3660 9
Phone	
Email Address	
Name (Print)	
Signature	
Address	5 4615 Dole Ally Rd
City, State, Zip Code	Mobile AL 3660
Phone	
Email Address	
Name (Print)	
Signature	
Address	
City, State, Zip Code	
Phone	
Email Address	
Name (Print)	
Signature	
Address	
City, State, Zip Code	
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Name (Print)	
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City, State, Zip Code	
Phone	
Email Address	
Name (Print)	
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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.

SAAD REALTY PARTNERS

Name (Print)	Candy Robin
Signature	
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Phone	
Email Address	spaztikrobin@comcast.net
Name (Print)	ATEF FARAGALLA
Signature	
Address	
City, State, Zip Code	
Phone	
Email Address	
Name (Print)	Sheish Rikes
Signature	
Address	6300 Grelot Rd
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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

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:

1. The introduction of University Boulevard through Government Street Highlands.
2. The development of all four corners of University Boulevard and Airport Boulevard.
3. MAP FOR MOBILE | 112 LOW DENSITY RESIDENTIAL (LDR) ***provides "...as well as complementary retail..."*** We suggest as the text provides retail as part of LDR, which is a higher zoning classification than this application seeks, and the City ordinance provides Buffer Business B-1 is allowed to "abut" residential, this application conforms to the appropriate use of the Property.

3. Describe how this proposal promotes the community's health, safety, and welfare.
SEE ATTACHED EXHBIT A - CHECKLIST B.

As we have stated above, our primary objective was to establish that the proposed use of the Property did not adversely affect the community's health, safety, and general welfare.

Through our community outreach and dialogue, we have incorporated design characteristics which we believe do in fact contribute to the community's health, safety, and general welfare. Here are a few examples for consideration:

1. The project will be designed to provide low utilization of the site for predominantly daytime employment. Introducing jobs and economic opportunities is an essential part of community health.
2. The project will include a comprehensive security system together with video recording and notification capability which will positively contribute to any need for first responders.
3. The project will provide full sidewalks on both Airport Boulevard and Dogwood Drive which contributes toward connectivity and health enhancement exercise.
4. The project will include at least 2 Vehicle Charging stations which positively contributes toward environmental sustainability. The encouragement of electric vehicles, which may appear to be a small contribution, does contribute toward the reduction of noise as well as emission and thereby positively supports a healthier community.
5. The above are sound examples of the collective positive contribution toward the general welfare of the community.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
SEE ATTACHED EXHBIT A - CHECKLIST B

There are a number of changes to the surrounding area that are clear and indisputable reasons for granting the request for Buffer Business B-1.

1. The Property is located on Airport Boulevard and part of Government Street Highlands subdivision. The first and clear change is when Government Street Highlands was developed,

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ZONING DISTRICT CORRESPONDENCE MATRIX

The correspondence between

MAP FOR MOBILE
FRAMEWORK FOR GROWTH

CITY OF MOBILE, ALABAMA

November 5, 2015
Appendices Revised: June 2017

APPENDIX | 155

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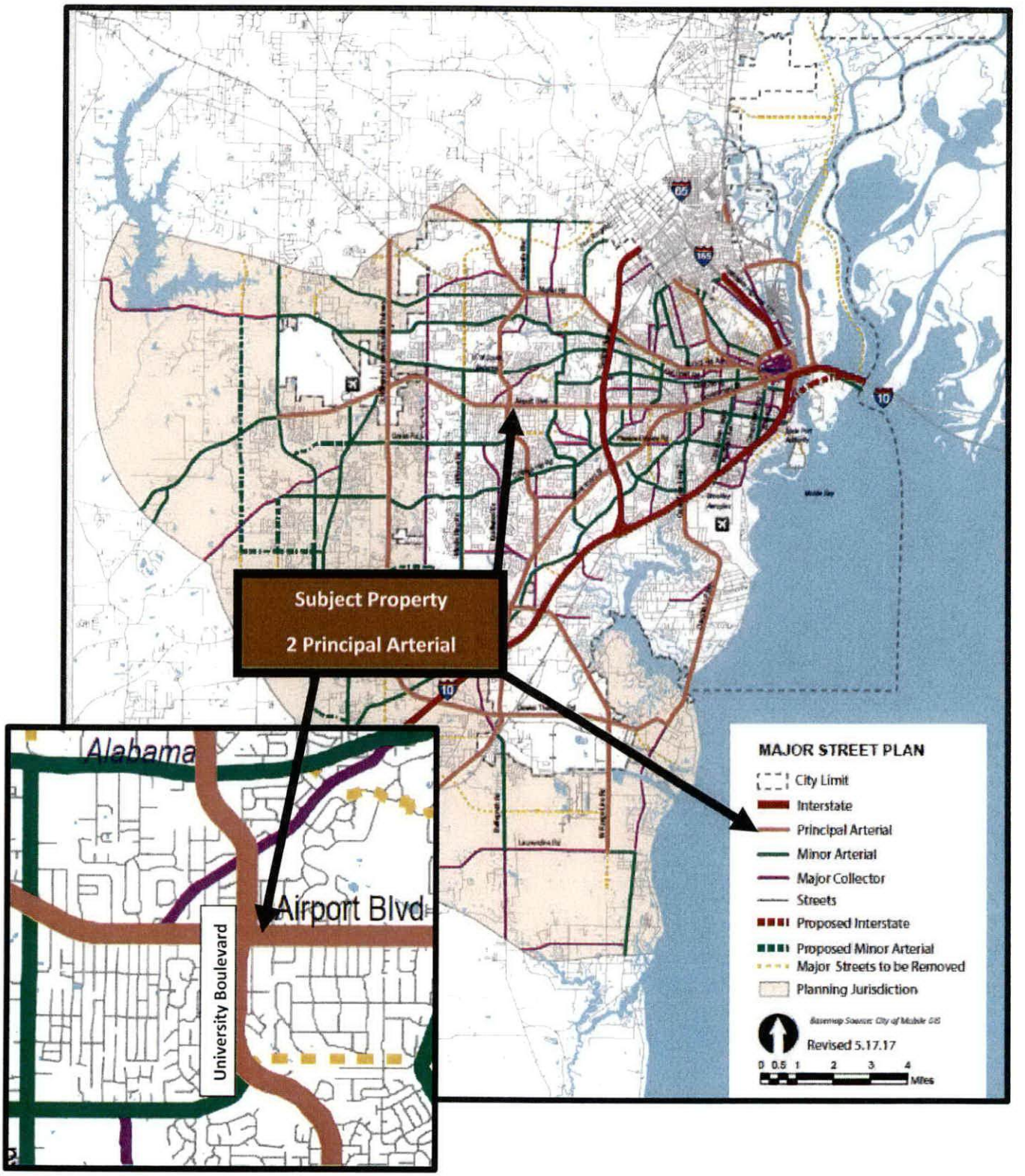
4. **Describe if there is adequate infrastructure in place to accommodate the proposed request.**
SEE ATTACHED EXHBIT A - CHECKLIST B

Our engineers have confirmed adequate infrastructure is in place to service the proposed zoning and subdivision requirements and to service the proposed project. However, it should be noted that during our neighborhood meetings, flooding at the corner of Airport Boulevard and University Boulevard has been raised as concerns. I have committed and I will follow up with members of the community to speak with the City Engineering department to discuss off-site stormwater infrastructure. We will remit the results of the discussions following completion. In any regard, the Applicant commits to fully complying with all city, state, and federal requirements for stormwater management.

5. **Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.**
SEE ATTACHED EXHBIT A - CHECKLIST B

This project reflects many of the goals and objectives set forth in the Comprehensive Plan. We believe Mobile will benefit from such a plan which reflects real results from neighborhood dialogue. The public purpose and needs are job growth, tax base increase, and the utilization of a site which is by definition, "Infill" thereby avoiding another episode of Sprawl. We believe this project is a sound example of "Built-Environment" principle.

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2. **Describe the surrounding land uses.**
SEE ATTACHED EXHBIT A - CHECKLIST B

To the north is retail extending further west than the Subject Property on the south side of Airport Boulevard. To the east on the south side of Airport Boulevard is LB2 and B3 with the B3 properties extending considerably south of Airport Boulevard. On the north side of Airport Boulevard, the properties are a mixture of commercial and buffer business. The Subject Property is compliant with the Zoning ordinance as it will serve as a "buffer between single family residential and commercial uses.

3. **Describe any potential adverse impacts on neighboring properties and how they will be mitigated.**
SEE ATTACHED EXHBIT A - CHECKLIST B

Through our many discussions with the surrounding property owners, we have taken considerable care to mitigate issues of concern. I have listed below the results of our dialogue:

1. Incorporated considerably deeper landscape buffers.
2. Incorporated extra green spaces.
3. Incorporated tree preservation initiatives.
4. Incorporated fencing which will be sound reflective.
5. Incorporated self-imposed restrictions which are designed to prevent night-time trucks and machinery use.
6. Incorporated connective with sidewalks.
7. Provided commitment to meet all city, state, and federal stormwater management requirements in order to manage stormwater.
8. Engaged and executed a full traffic study in advance of submitting the application. This study recommended the west bound left lane as an alternative to traffic flow in and out of Dogwood Drive.
9. Incorporated electric vehicle charging stations as part of our sustainability efforts.
10. Plans will include low lighting program as part of our night-time illumination of the parking and ground all with the goal of no light pollution.
11. Incorporate an east bound right turn lane for traffic safety.
12. Commitment to incorporate the subdivision name, Government Street Highlands, as part of our monument sign. See self-imposed restrictions.

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there were no plans for University Boulevard. When the City of Mobile found the need to construct University Boulevard, the need for several of the lots and homes in Government Street Highlands set the stage for what is now defined by the City of Mobile as a "Major Artery" boulevard. University Boulevard and Airport Boulevard are both major arteries which now have commercial uses on all four corners.

2. In 2017, Government Street Highlands subdivision secured sufficient votes to "Terminate" all restrictions. The was a major change in that the recorded document terminates "all" restrictions thus recognizing the changes in the area have impacted the properties such that there is no longer a restriction to just single family residential within Government Street Highlands Subdivision. This change created a pathway for this application.

3. The recent court case which cleared the way for CVS to be built, introduced the CVS project with an LB2 zoning classification. This application is seeking Buffer Business B-1, which by definition of the City zoning ordinance, B-1 is designed to be a 'buffer" between single family residential and commercial. In this case, between single family residential to the east and south and commercial (retail) to the north and west. This is exactly what is allowed in many other B-1 properties on Airport Boulevard.

4. THE FUTURE LAND USE MAP (FLUM) + DESIGNATION – APPENDIX 111
As stated, ***"The FLUM is the primary guide to the future physical development of the City of Mobile." "The map is conceptual."***

5. In examining the Mobile County Assessors records, property values have continued to increase over the years while commercial and buffer business uses have been growing in the area.

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

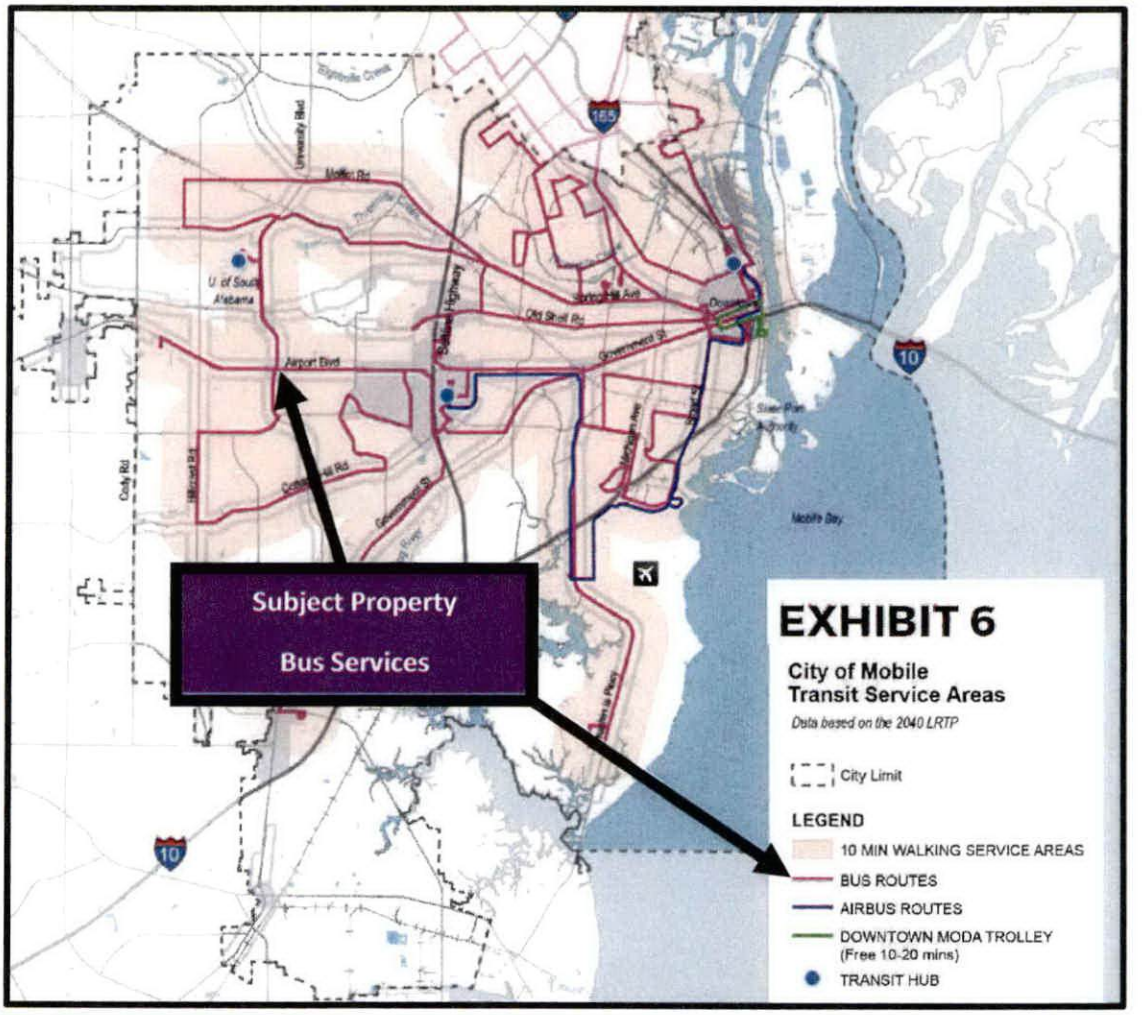
1. Describe the current development trends in the area of the property.
SEE ATTACHED EXHBIT A - CHECKLIST B

The trend in the area is clear toward commercial and buffer business. Airport Boulevard is a Major Street Artery and has developed commercially on all four corners of University Boulevard and Airport Boulevard.

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Mobile Transit Services

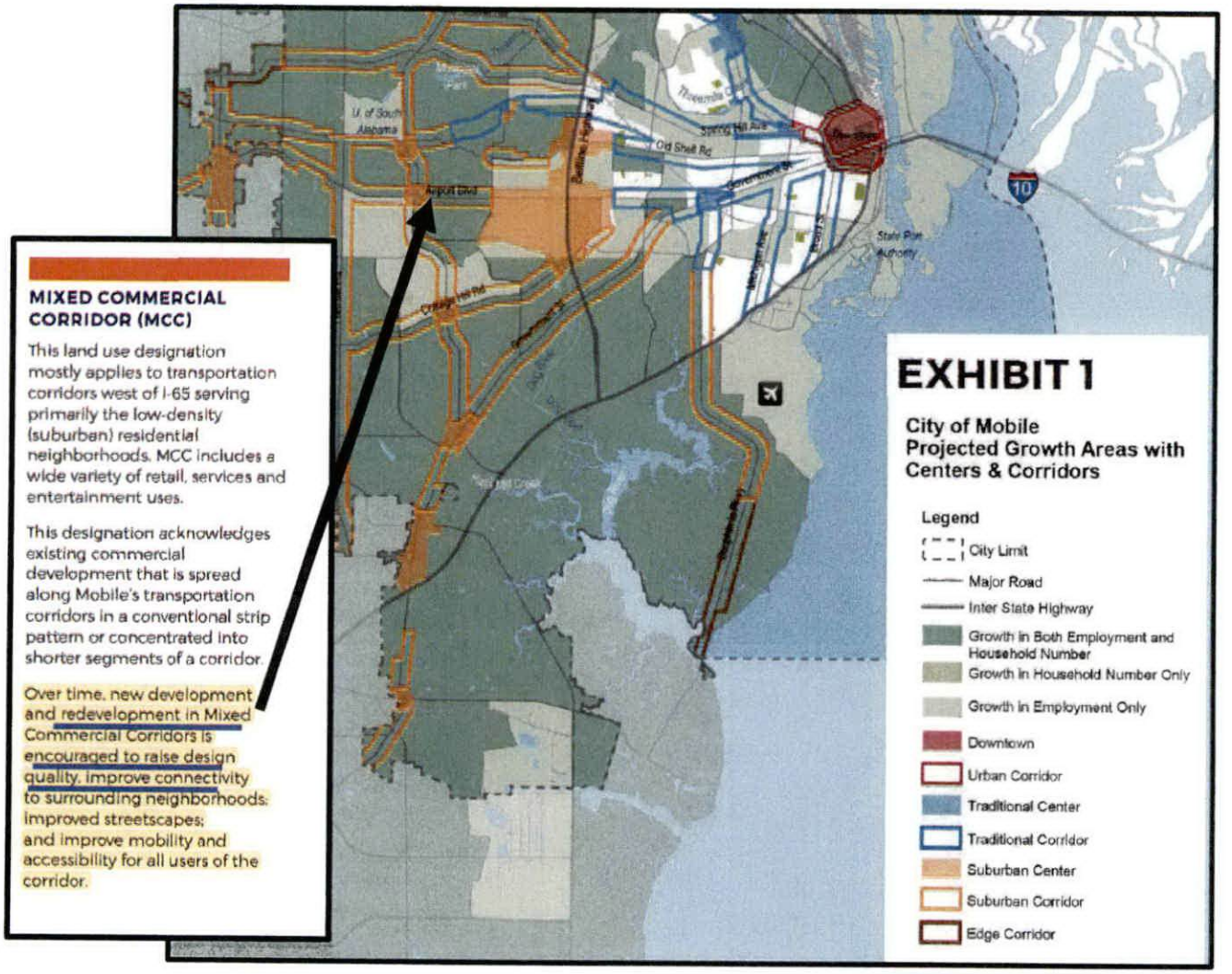
Subject Property is located on the Mobile Bus Routes



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Mixed Commercial Corridor (MCC)

Growth in both business and housing



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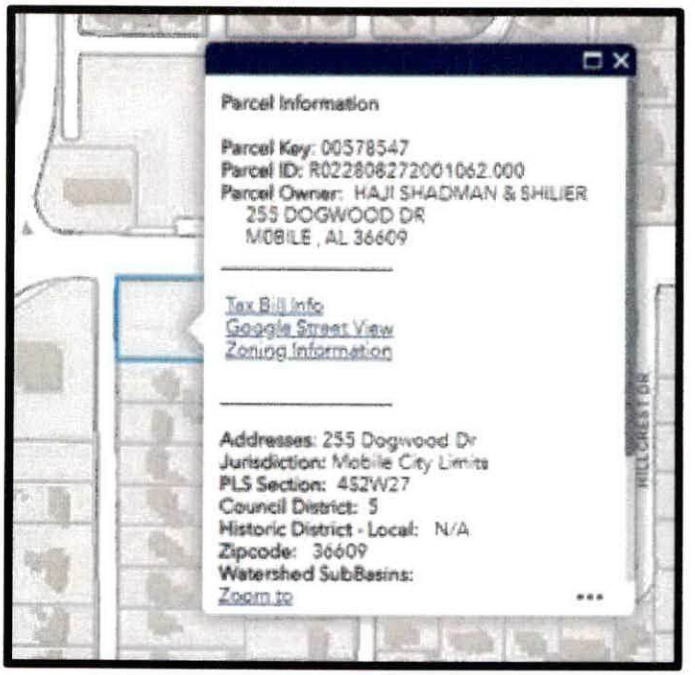
SUBDIVISION SECTION OF EXHIBIT A

Owner – Shadman & Shilier Haji 255 Dogwood Drive, Mobile, AL 36609

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

	Applicant	Agent (If Applicable)
Name:	GREGORY B. SAAD	GREGORY B. SAAD
Firm:	SAAD DEVELOPMENT CORPORATION	SAAD DEVELOPMENT CORPORATION
Phone:	251.709.0330	251.709.0330
Email:	gergsaad@saad.com	gregsaad@saad.com
Address:	3601 Spring Hill Business Park, Suite 200, Mobile, AL 36608	3601 Spring Hill Business Park, Suite 200, Mobile, AL 36608
	Owner	Civil Engineer / Surveyor
Name:	See Attached Subdivision Section of Exhibit A	J. Brett Orrell, President
Firm:		Poly Surveying
Phone:	See Attached Subdivision Section of Exhibit A	251.666.2010
Email:	See Attached Subdivision Section of Exhibit A	brett@polysurveying.com
Address:	See Attached Subdivision Section of Exhibit A	5588 Jackson Road, Mobile, AL 36619

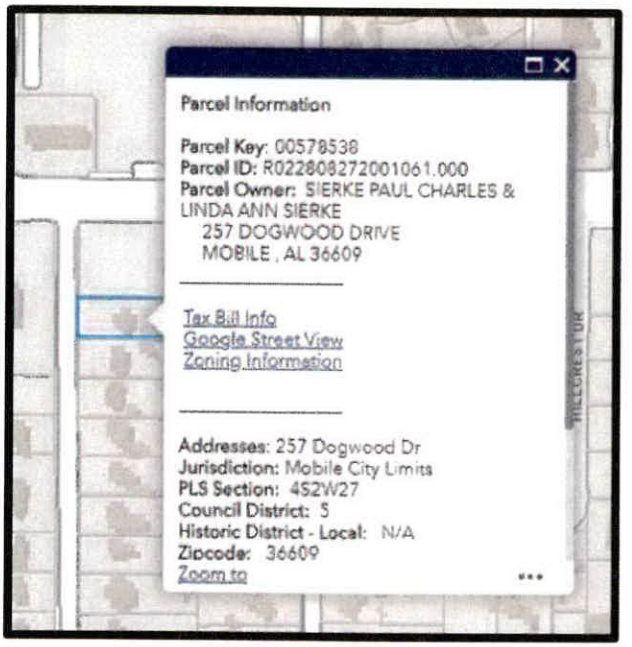
Phone – 251.605.7685 | email – shadmanihaii@yahoo.com



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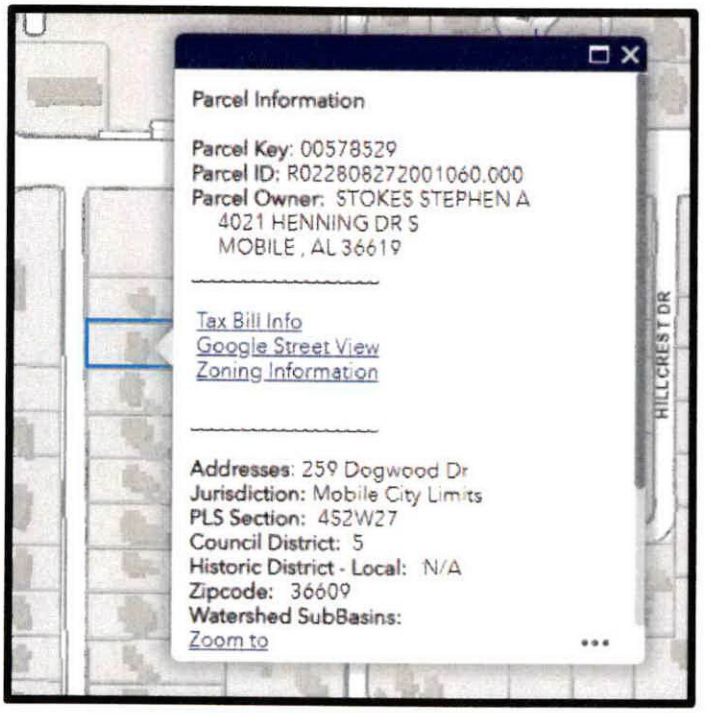
Owner – Paul C. & Linda Ann Sierke 257 Dogwood Drive, Mobile, AL 36609

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

Present Zoning or Transect District

1

Proposed Number of Lots

Sec-27 R-4S T-2W

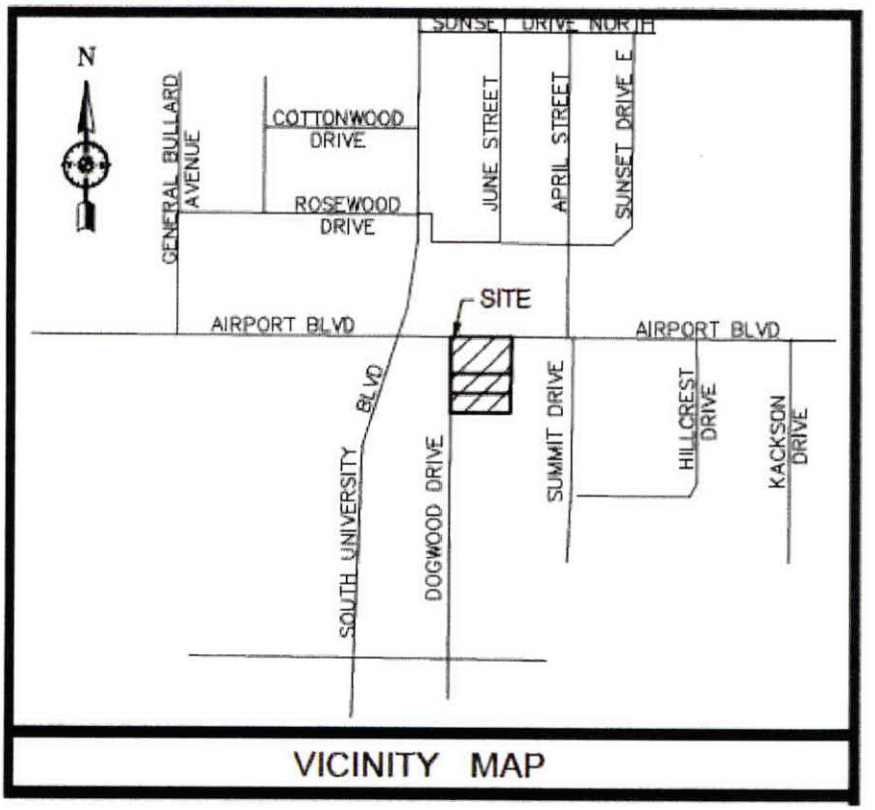
Section, Township, Range

X-Unshaded

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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SUBDIVISION APPLICATION – HARD COPIES OF ADDRESS LABELS

LANHAM LINDA L
256 SUMMIT DR
MOBILE, AL 36609

LANHAM LINDA L
256 SUMMIT DR
MOBILE, AL 36609

LANHAM LINDA L
256 SUMMIT DR
MOBILE, AL 36609

LV5K LLC
2600 DAUPHIN ST
MOBILE, AL 36606-4802

LV5K LLC
2600 DAUPHIN ST
MOBILE, AL 36606-4802

LV5K LLC
2600 DAUPHIN ST
MOBILE, AL 36606-4802

BLANCHARD EDWIN JOSEPH
& CHANDA BLANCHARD
260 SUMMIT DR
MOBILE, AL 36609

BLANCHARD EDWIN JOSEPH
& CHANDA BLANCHARD
260 SUMMIT DR
MOBILE, AL 36609

BLANCHARD EDWIN JOSEPH
& CHANDA BLANCHARD
260 SUMMIT DR
MOBILE, AL 36609

SIERKE, PAUL CHARLES &
LINDA ANN SIERKE
257 DOGWOOD DRIVE
MOBILE, AL 36609-3411

SIERKE, PAUL CHARLES &
LINDA ANN SIERKE
257 DOGWOOD DRIVE
MOBILE, AL 36609-3411

SIERKE, PAUL CHARLES &
LINDA ANN SIERKE
257 DOGWOOD DRIVE
MOBILE, AL 36609-3411

MUNCASTER MARIN D
258 SUMMIT DR
MOBILE, AL 36609

MUNCASTER MARIN D
258 SUMMIT DR
MOBILE, AL 36609

MUNCASTER MARIN D
258 SUMMIT DR
MOBILE, AL 36609

LADAS S.L. / THE WAW FAMILY TRUST
C/O PUBLIX SUPER MARKETS, INC
P O BOX 32018
LAKELAND, FL 33802

LADAS S.L. / THE WAW FAMILY TRUST
C/O PUBLIX SUPER MARKETS, INC
P O BOX 32018
LAKELAND, FL 33802

LADAS S.L. / THE WAW FAMILY TRUST
C/O PUBLIX SUPER MARKETS, INC
P O BOX 32018
LAKELAND, FL 33802

BOWEN MICHAEL C
& REBECCA E BOWEN
265 DOGWOOD DR
MOBILE, AL 36609-3411

BOWEN MICHAEL C
& REBECCA E BOWEN
265 DOGWOOD DR
MOBILE, AL 36609-3411

BOWEN MICHAEL C
& REBECCA E BOWEN
265 DOGWOOD DR
MOBILE, AL 36609-3411

DOGWOOD VENTURES LLC
2600 DAUPHIN ST
MOBILE, AL 36606

DOGWOOD VENTURES LLC
2600 DAUPHIN ST
MOBILE, AL 36606

DOGWOOD VENTURES LLC
2600 DAUPHIN ST
MOBILE, AL 36606

STOKES STEPHEN A
4021 HENNING DR S
MOBILE, AL 36619-9261

STOKES STEPHEN A
4021 HENNING DR S
MOBILE, AL 36619-9261

STOKES STEPHEN A
4021 HENNING DR S
MOBILE, AL 36619-9261

LOCKE JERRY LEE SR
C/O JERRY LOCKE JR
5290 LEMAN DR W
SATSUMA, AL 36572

LOCKE JERRY LEE SR
C/O JERRY LOCKE JR
5290 LEMAN DR W
SATSUMA, AL 36572

LOCKE JERRY LEE SR
C/O JERRY LOCKE JR
5290 LEMAN DR W
SATSUMA, AL 36572

HAJI SHADMAN & SHILIER
255 DOGWOOD DR
MOBILE, AL 36609-3411

HAJI SHADMAN & SHILIER
255 DOGWOOD DR
MOBILE, AL 36609-3411

HAJI SHADMAN & SHILIER
255 DOGWOOD DR
MOBILE, AL 36609-3411

BRETT ORELL
POLYSURVEYING
5588 JACKSON ROAD
MOBILE, AL 36619

BRETT ORELL
POLYSURVEYING
5588 JACKSON ROAD
MOBILE, AL 36619

BRETT ORELL
POLYSURVEYING
5588 JACKSON ROAD
MOBILE, AL 36619

HILLCREST SOUTH, LLC, AN ALA LLC
C/O MURPHY USA
PO BOX 7300
EL Dorado, AR 71731

HILLCREST SOUTH, LLC, AN ALA LLC
C/O MURPHY USA
PO BOX 7300
EL Dorado, AR 71731

HILLCREST SOUTH, LLC, AN ALA LLC
C/O MURPHY USA
PO BOX 7300
EL Dorado, AR 71731

GREGORY B. SAAD, APPLICANT
SAAD DEVELOPMENT CORPORATION
3601 SPRING HILL BUSINESS PK, ST 200
MOBILE, AL 36608

GREGORY B. SAAD, APPLICANT
SAAD DEVELOPMENT CORPORATION
3601 SPRING HILL BUSINESS PK, ST 200
MOBILE, AL 36608

GREGORY B. SAAD, APPLICANT
SAAD DEVELOPMENT CORPORATION
3601 SPRING HILL BUSINESS PK, ST 200
MOBILE, AL 36608

3601 SPRING HILL BUSINESS PARK, SUITE 200, MOBILE, ALABAMA 36608
OFFICE 251.478.7223 | CELL 251.709.0330 | EMAIL GREGSAAD@SAAD.COM | WWW.SAAD.COM

DESIGN PROFESSIONALS

HDSARCHITECTURE
625 Mt. Auburn Street
Cambridge, MA 02138
Office: 617.714.5870 x 108
Cell: 617.763.5005
Email: hstrauch@hdsarchitecture.com

@hdsarchitecture
HDS Architecture
www.hdsarchitecture.com

Dwayne Smith, PE
Principal

ANCHOR|dbg
50 North Florida Street
Mobile, Alabama 36607
Office: 251.459.8460
Cell: 251.510.5424
Fax: 251.650.3887

J. Brett Orrell, President
PLS AL, FL & MS
251-666-2010 (office)
brett@polysurveying.com

POLY
SURVEYING

CORPORATE OFFICE
5588 Jackson Road
Mobile, AL 36619
(251) 666-2010

was DESIGN landscape architects

CHAD WATKINS, PLA, ASLA
Principal
P: 251.948.7181
218 N. Alston St. | Foley, AL 36535
www.was-design.com

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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

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Exhibit 1

Voluntary Conditions & Use Restrictions

Subject to the City of Mobile approving the Applications for both zoning from Suburban R-1 single family residential to Suburban B-1 Buffer Business, as the Applicant, I voluntarily place the following conditions and restrictions on the property, which shall apply to the Property so long as the Property is being used for any B-1 Buffer Business use as outlined in the City of Mobile Chart of Uses.

1. Construction Schedule. Exterior construction schedule shall be limited to:
   i. Regular Schedule. Monday – Friday, 6:00 am until 6:00 pm.
   ii. Weekend Schedule. Only in cases of emergencies, due to impact by inclement weather, supply chain delays or deliveries. In all cases, hours of work shall be limited to between 6:00 am until 6:00 pm.
2. Dumpster Pick up. All dumpster trash pickup trucks, including during construction phase, shall be limited to between 7:00 am and 6:00 pm.
3. Lawncare and Parking Lot Cleaning. All lawncare and parking lot cleaning motorized machinery will be limited to between 7:00 am and 6:00 pm. In no event will the irrigation system be limited to specific hours.
4. Permanent Signage. Applicant shall install monument signs for the project.
5. Subdivision Sign. Applicant will either include the name "Government Street Highlands" as part of the monument sign or shall repair the existing Government Street Highlands sign subject to City of Mobile approvals.
6. Provided the City of Mobile approves the west bound left turn lane into the Property, Applicant will not pursue a curb cut onto Dogwood Drive. However, this restriction will not apply under the following circumstances:
   i. The Fire Marshal requires a means of ingress and egress onto Dogwood Drive for emergency purposes. Should the Fire Marshal so determine a Dogwood Drive entrance is required for safety purposes, Applicant will seek approval for a decorative gate to be installed with the customary lock box for emergency use.
   ii. In the event in the future, Dogwood Drive is abandoned as a public road south of the Property, Applicant will be released from this restriction and shall have the right to seek full ingress and egress of that portion of Dogwood Drive remaining, if any.
   iii. Should the City of Mobile deny Applicant's west bound left turn lane, Applicant shall have the right, but not the obligation to pursue one curb cut onto Dogwood Drive which shall be designed as a "left in and right out" curb opening so as to direct all outbound traffic exiting the site northward toward Airport Boulevard.

Signed this _____ day of _____, 2023.

Gregory B. Saad, Applicant

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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:

GB Saad — Gregory B. Saad, President Saad Development Corporation

Signature — Print

10/3/2023 — Developer

Date — Affiliation to project/Organization

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Revised May 2020

Agenda Item # 1 - HOLDOVER

SUB-002680-2023 & ZON-UDC-002678-2023

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
255, 257, & 259 Dogwood Drive

Subdivision Name:
SDC-B1 Subdivision

Applicant / Agent:
Gregory B. Saad, Saad Development Corporation

Property Owner:
Shadman & Shilier Haji, Paul C. & Linda Ann Sierke, and Stephen A. Stokes

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

Proposed Zoning:
B-1, Buffer Business Suburban District

Future Land Use:
Low Density Residential

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:

- Subdivision approval to create one (1) legal lot of record.
- Rezoning from R-1, Single-Family Residential Suburban District to B-1, Buffer Business Suburban District
  - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Subdivision proposal with nine (9) conditions; and
2. Rezoning with four (4) conditions.

Report Contents: **Page**

Context Map 2
Holdover Comments..... 3
Site History 3
Staff Comments 3
Subdivision Considerations 7
Rezoning Considerations 8
Exhibits 9

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units. Commercial units lie west and north of the site.

APPLICATION NUMBER 1 DATE November 16, 2023

APPLICANT SDC-B1 Subdivision

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

N

NTS

HOLDOVER COMMENTS

This application was heldover from the Planning Commission's November 2nd meeting due to a lack of a quorum. No new or revised information has been submitted by the applicant.

SITE HISTORY

The subject site consists of Lots 1-3 of the Government Street Highland Subdivision, recorded in Probate Court in 1942.

The site was most recently before the Planning Commission at its March 1, 2018 meeting, with applications for a two-lot Subdivision, Planned Unit Development Approval to allow multiple buildings on two building sites, and Rezoning from R-1, Single-Family Residential to LB-2, Limited- Neighborhood Business District and R-3, Multiple-Family District, to allow the construction of two restaurants, and to allow the construction of 12 townhomes. The applications were denied.

STAFF COMMENTS

Engineering Comments:

Subdivision:

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Dedicate the corner radius (25' minimum) at the northeast corner of LOT 1 to the City of Mobile, and list the amount of dedicated acreage (acre and square feet).
C. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands, or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated.
D. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 21 - #76) LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 28,000 sf.
E. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
F. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
G. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
H. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
I. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.

J. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

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

Revised for the November 16th meeting:

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Dedicate the corner radius (25' minimum) at the northeast corner of LOT 1 to the City of Mobile, and list the amount of dedicated acreage (acre and square feet).
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E. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
F. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
G. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.

H. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
I. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

REZONING

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2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
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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

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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,
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REZONING CONSIDERATIONS

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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

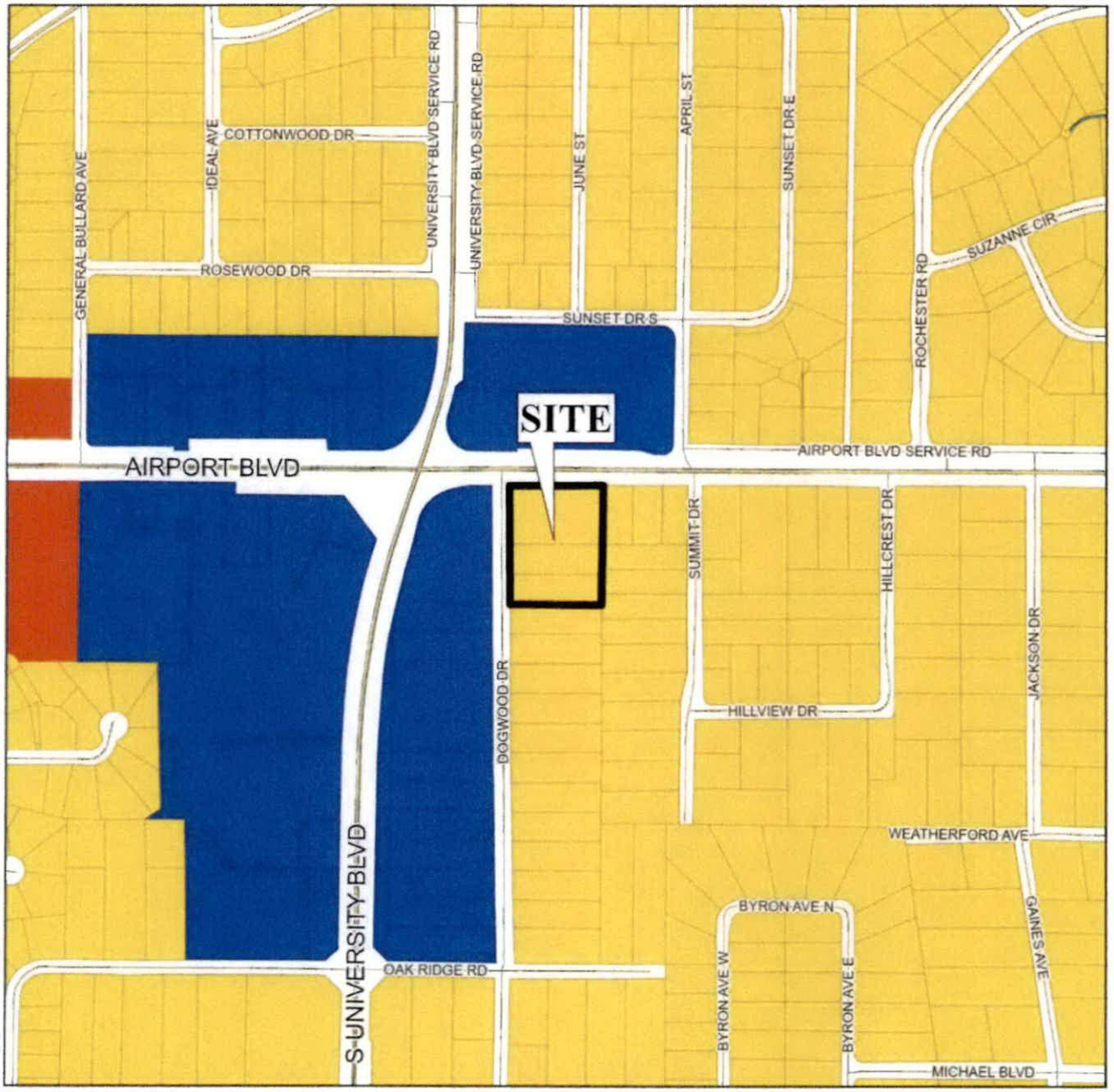
APPLICANT SDC-B1 Subdivision

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

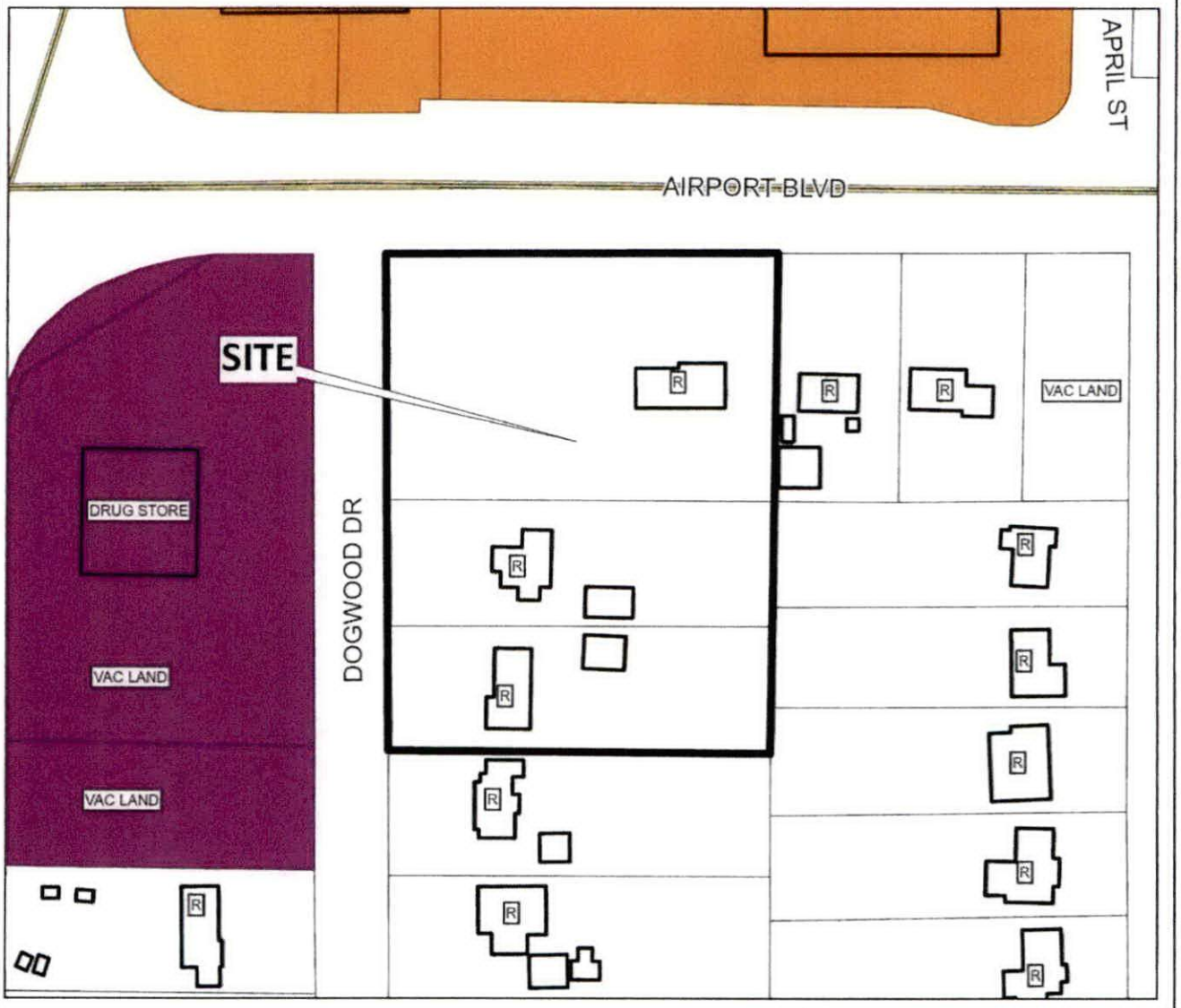
REQUEST Subdivision, Rezoning from R-1 to B-1

- 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

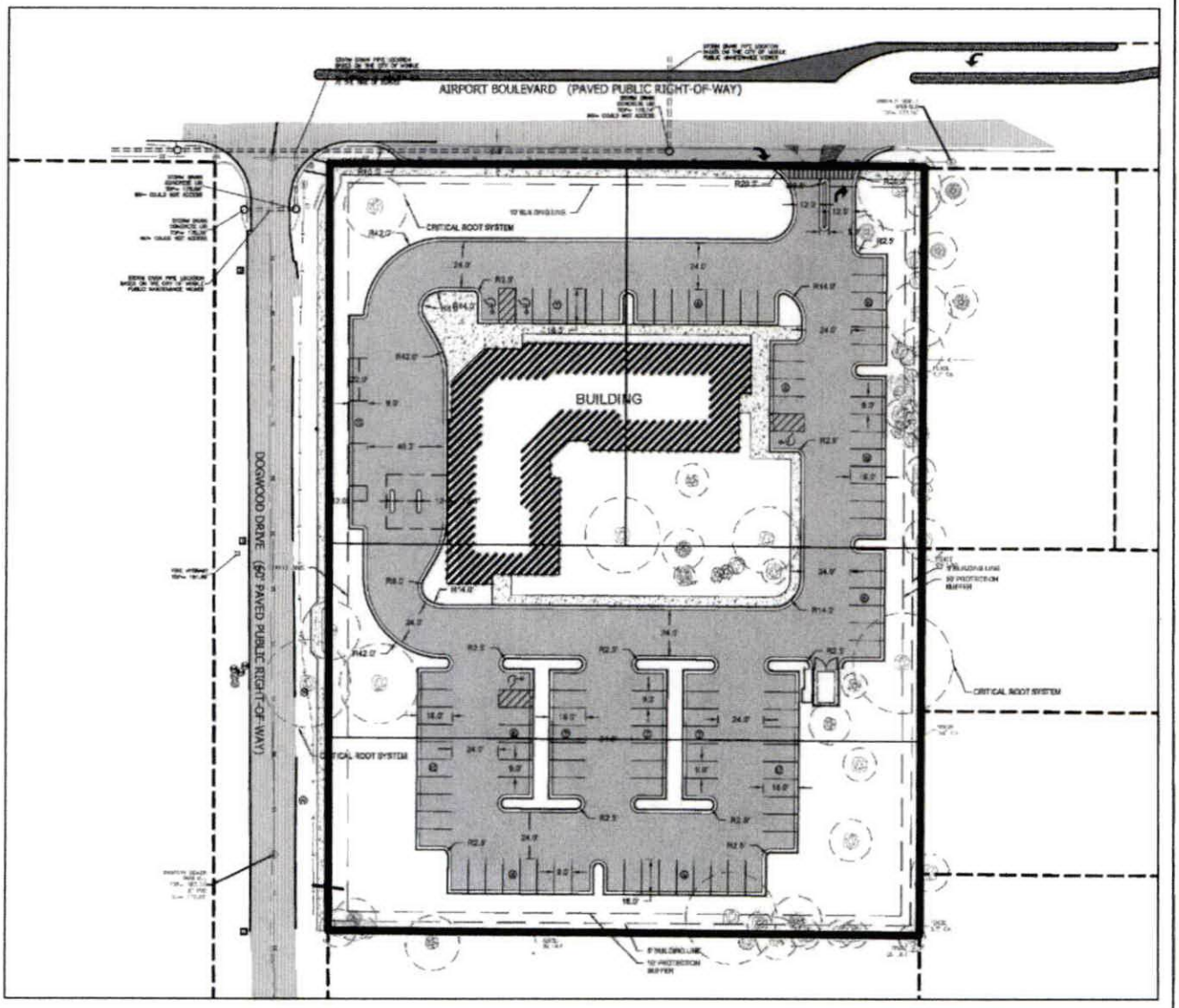
REQUEST Subdivision, Rezoning from R-1 to B-1

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

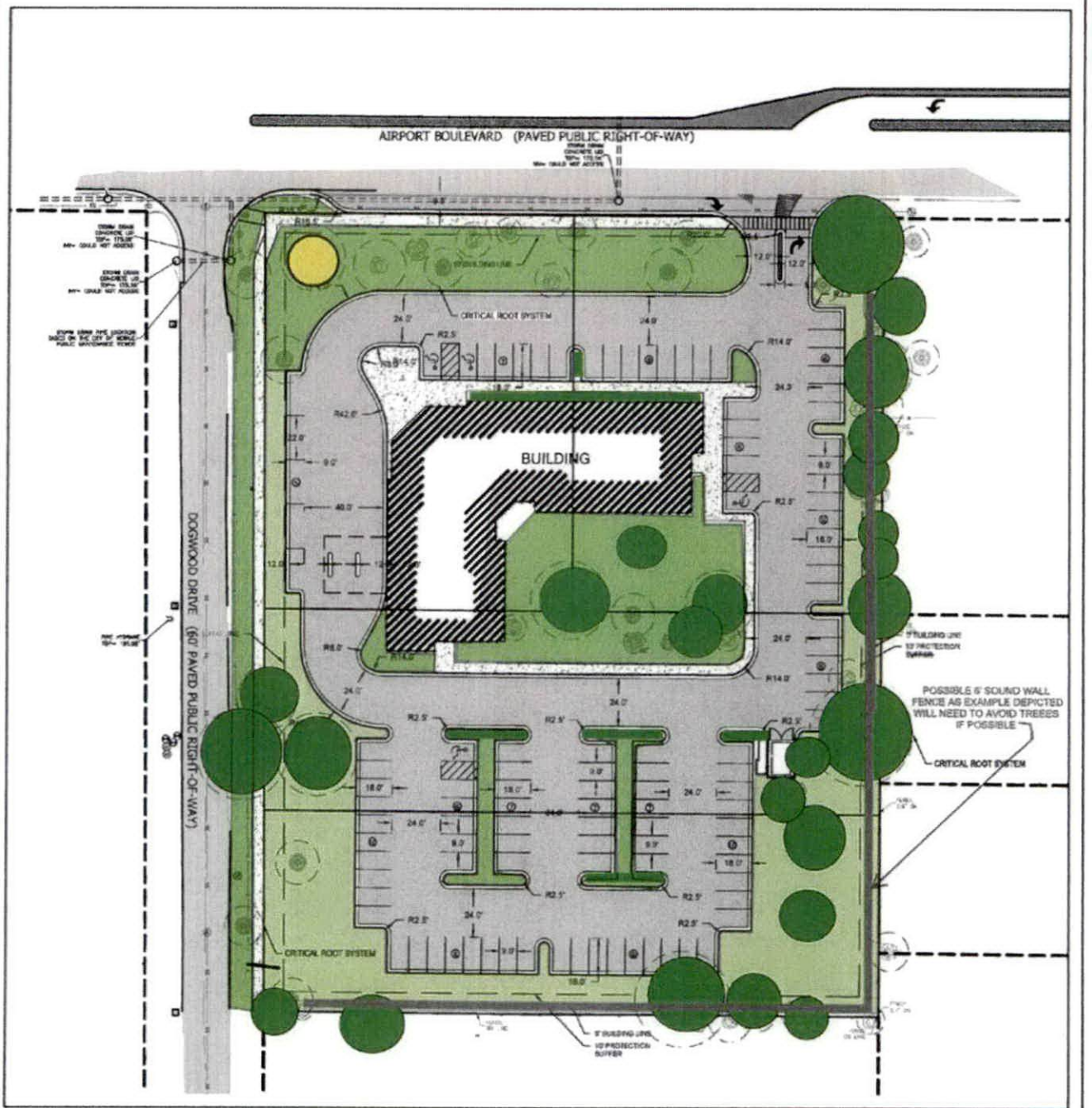
SITE PLAN



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

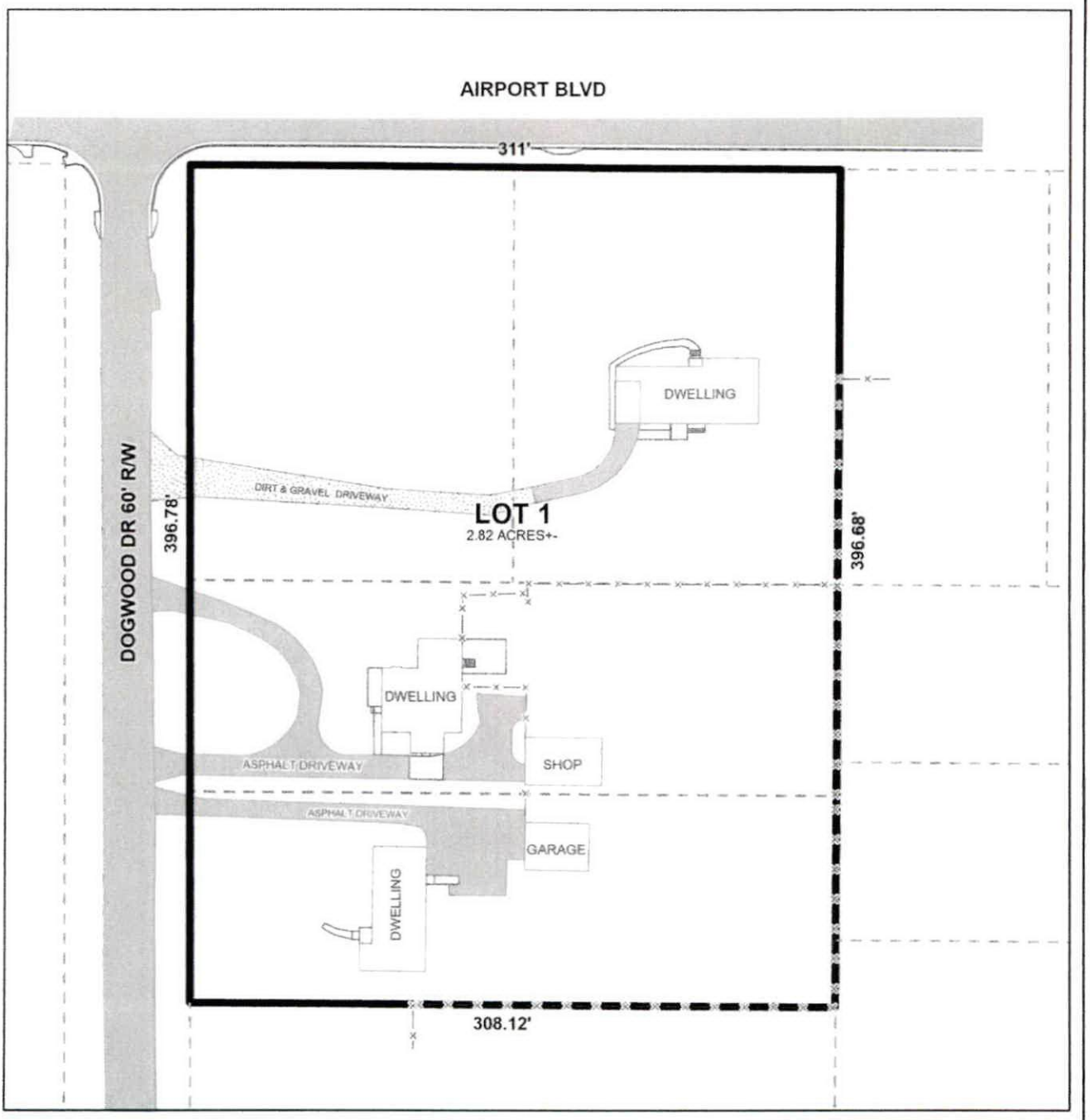
APPLICANT SDC-B1 Subdivision

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

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 1 DATE November 16, 2023

APPLICANT SDC-B1 Subdivision

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

N

NTS

ZONING DISTRICT CORRESPONDENCE MATRIX

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

Zoning District Correspondence Matrix

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

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 # 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.

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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.

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    - Would adversely impact neighboring properties; or
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- 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 8 DATE November 2, 2023

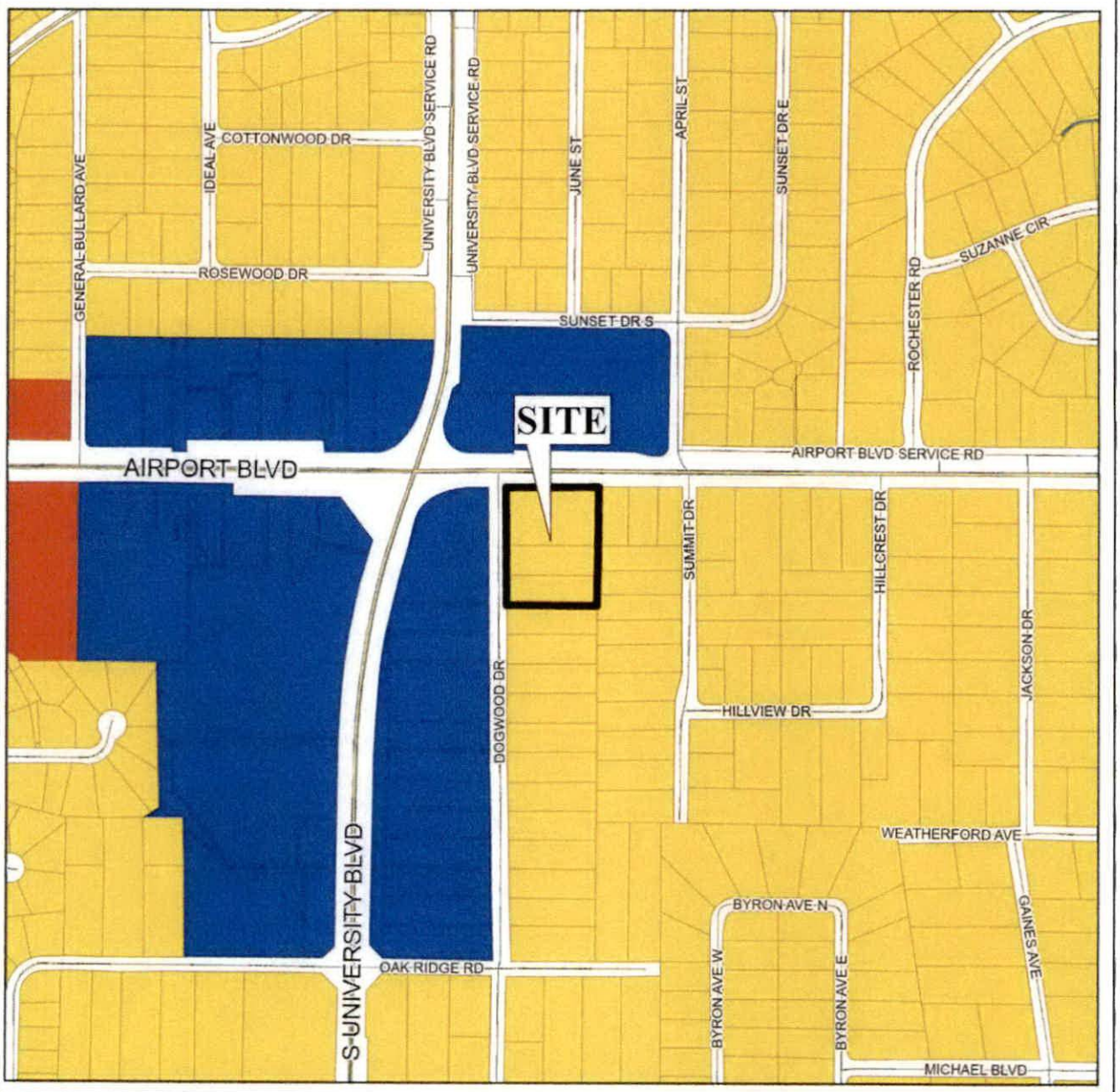
APPLICANT SDC-B1 Subdivision

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

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 8 DATE November 2, 2023

APPLICANT SDC-B1 Subdivision

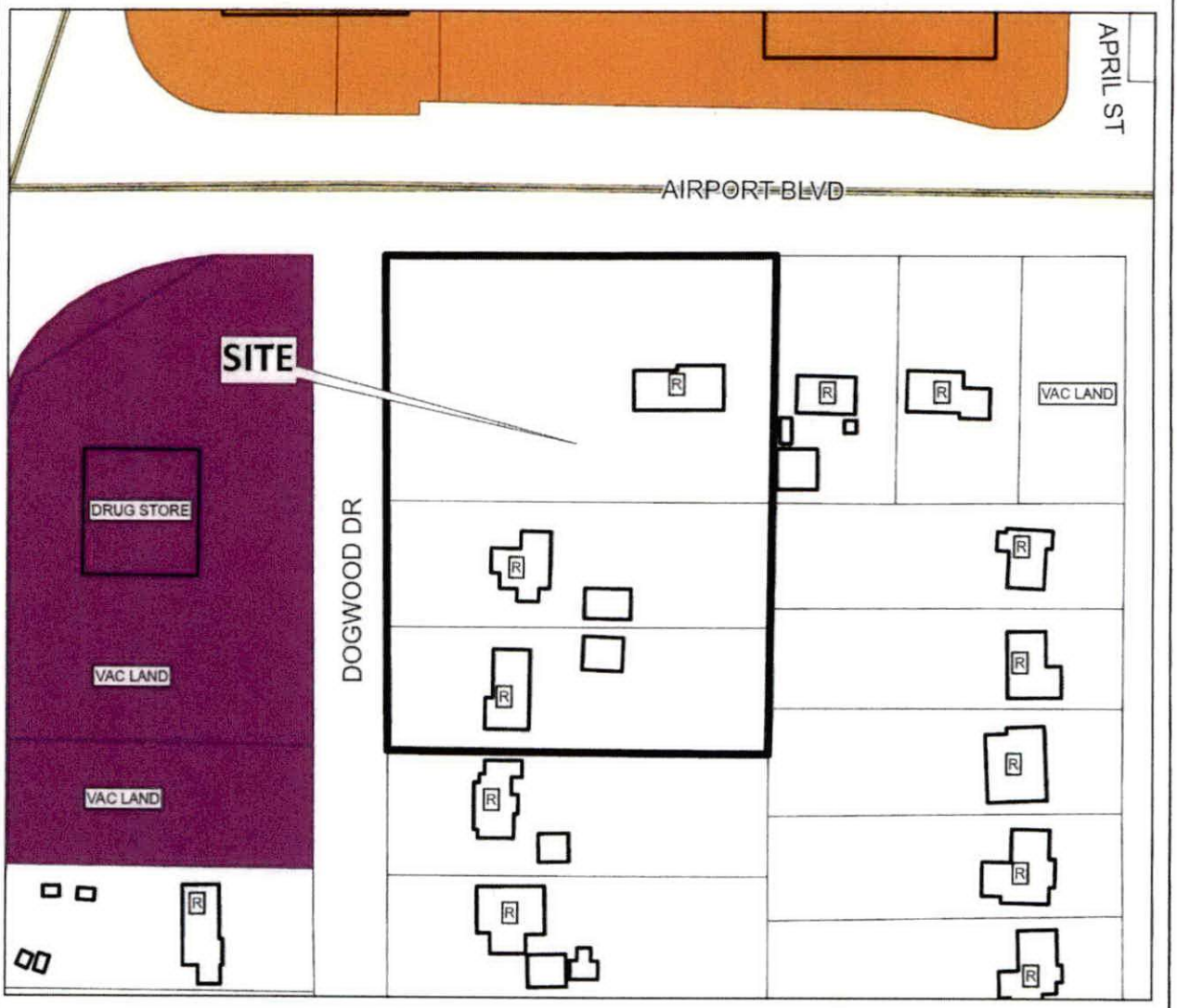
REQUEST Subdivision, Rezoning from R-1 to B-1

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. Commercial units lie west and north of the site.

APPLICATION NUMBER 8 DATE November 2, 2023

APPLICANT SDC-B1 Subdivision

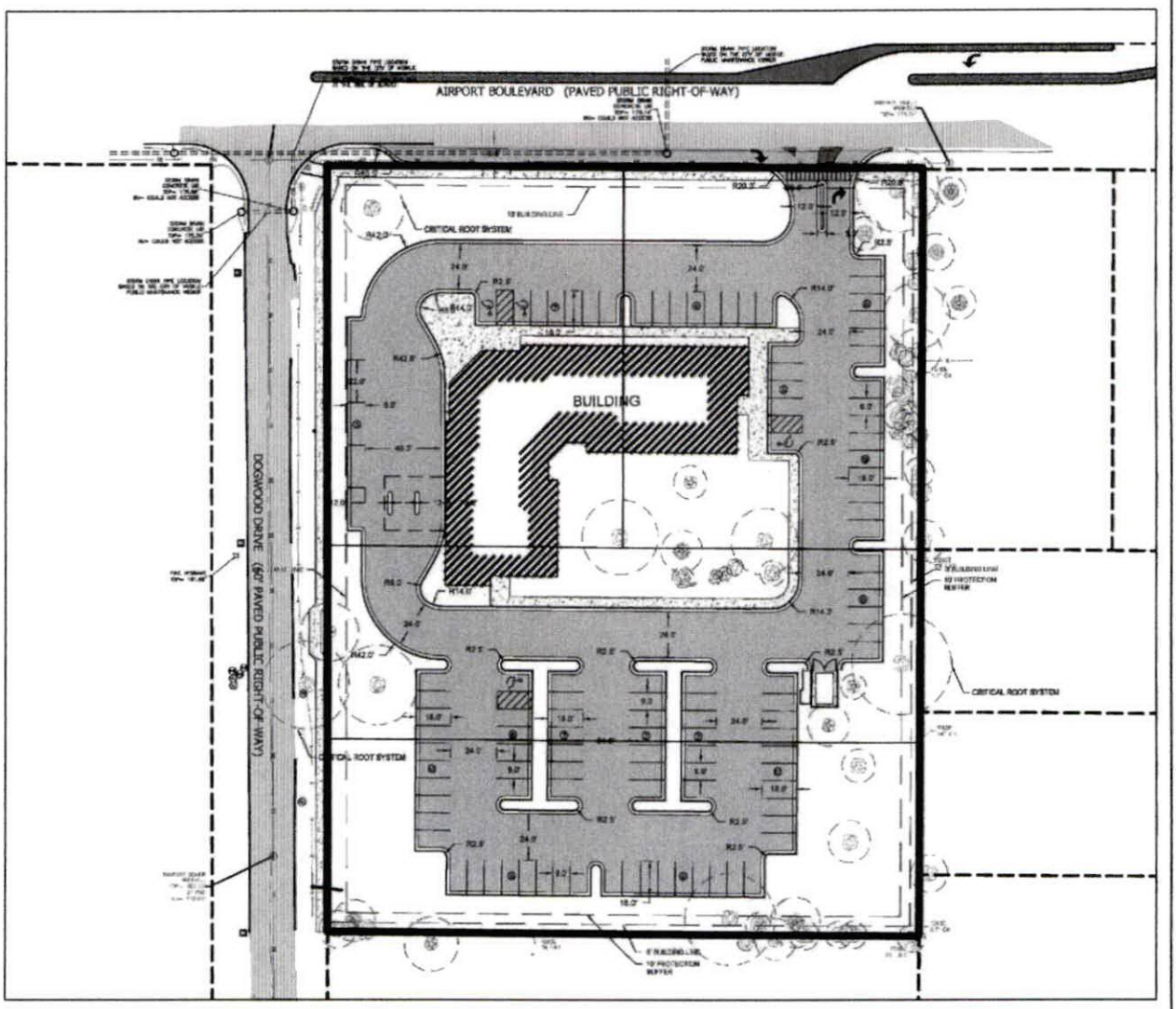
REQUEST Subdivision, Rezoning from R-1 to B-1

R-A R-3 B-1 B-2 B-5 ML I-2 OPEN T-3 T-5.2
R-1 R-B T-B B-3 CW MH PD SD T-4 T-6
R-2 H-B LB-2 B-4 MM I-1 MUN SD-WH T-5.1

N

NTS

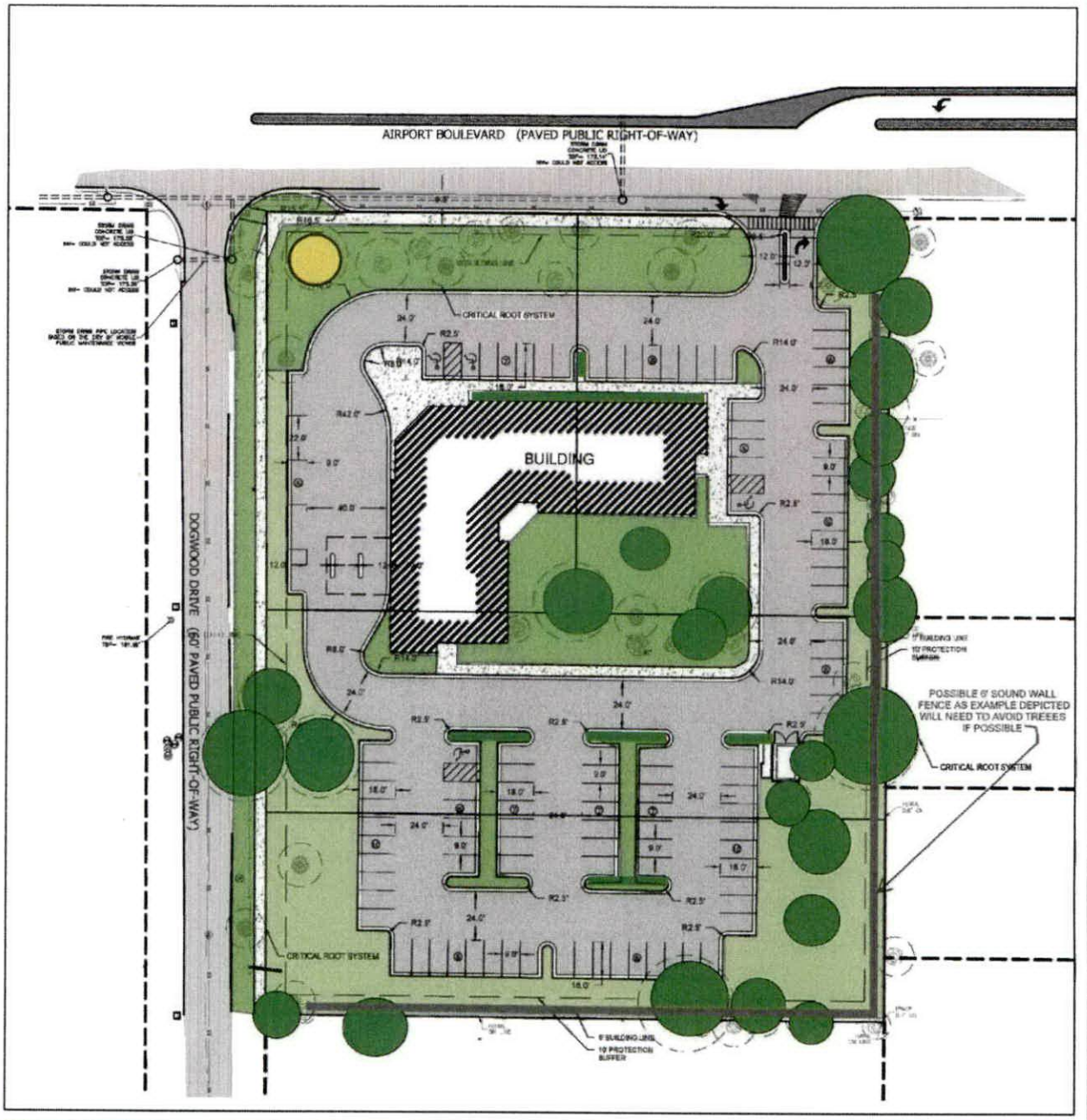
SITE PLAN



The site plan illustrates the proposed building , and parking.

APPLICATION NUMBER 8 DATE November 2, 2023	N
APPLICANT SDC-B1 Subdivision	
REQUEST Subdivision, Rezoning from R-1 to B-1	NTS

LANDSCAPE SITE PLAN



APPLICATION NUMBER 8 DATE November 2, 2023

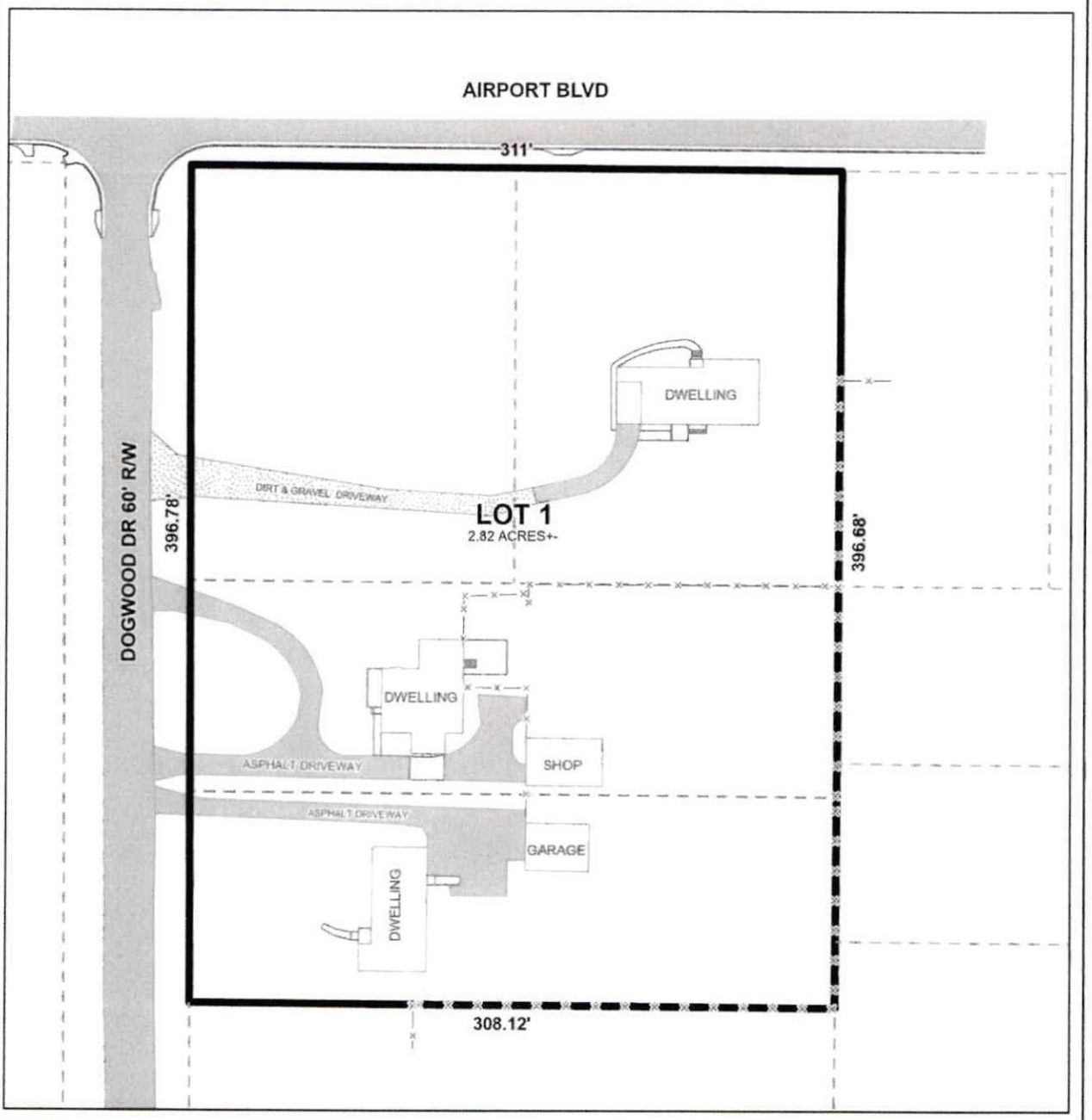
APPLICANT SDC-B1 Subdivision

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

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 8 DATE November 2, 2023

APPLICANT SDC-B1 Subdivision

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

N

NTS

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

Zoning District Correspondence Matrix

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

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.