AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, January 24, 2023, 10:30 AM

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

   Pastor Bobbi Lassiter, Christ United Methodist Church

3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **COMMUNICATIONS FROM THE MAYOR**
7. **ADOPTION OF THE AGENDA**
8. **APPEALS**

   Request of Micah Gaston for a waiver of the Noise Ordinance at Denton Park on April 9, 2023, from 7:00 a.m. - 10:30 a.m. (District 5).

   Request of Cystic Fibrosis Foundation for a waiver of the Noise Ordinance at Medal of Honor Park on April 29, 2023, from 7:00 a.m. - 1:00 p.m. (District 6).

9. **PUBLIC HEARINGS**

   Public hearing to rezone property located at 1710 Dauphin Island Parkway, 2005 & 2009 Douglas Lane, and 2008 Faye Street from R-1 and B-2 to B-2 (District 3).

   Public hearing to rezone property located at 6712 Old Dobbin Drive North from R-1, R-2 and B-1 to R-1 (District 6)

   Public hearing to declare the structure at 2658 Reaves Street a public nuisance and order it demolished (District 1).

   Public hearing to declare the structure at 1521 Plover Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1071 Arlington Street a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 2011 Height Street a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 3201 Lees Lane a public nuisance and order it demolished (District 4).

Public hearing to declare the structure at 7127 13th Street a public nuisance and order it demolished (District 7).

10. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Derick Payne - Suggest improvements to Hero Park (District 4).

Christopher Edwards - What are the City's policies and procedures regarding high speed police chases?

Reggie Hill - Mobile Civic Center, annexation and public safety.

11. RESOLUTIONS HELD OVER

08-064 Approve purchase order to Coblentz Equipment & Parts Co., Inc. for mowers for Public Services Dept.; $39,924.40 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-065 Approve purchase order to Sunbelt Fire, Inc. for 100 sets of leather fire boots for MFRD; $55,800.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-066 Transfer funds from General Fund (unassigned fund balance) to Capital Improvement Fund, Capital Project Civic Center-New Parking Facility; $1,000,000.00 (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

21-067 Authorize contract with Wattier Surveying, Inc. for surveying services at the new Police Department Mounted Unit; $28,400.00 (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-068 Authorize contract with Overstreet and Associates, PLLC for engineering design services for pedestrian improvements on Water St. at Beauregard St.; $32,000.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Marybeth Bergin, Traffic Engineering Dept.).

21-069 Authorize contract with Kimley-Horn & Associates, Inc. for park entrance and amphitheater improvements at Medal of Honor Park; $221,665.75 (sponsored by Councilmember Jones and Mayor Stimpson) (submitted by

Cassie Boatwright, REAM Dept.).

21-070 Authorize appropriation contract with Mobile County Commission for Hillwood Project (Sponsored by Councilmember Daves and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

35-071 Authorize ground lease and project agreement with FDS Mobile AL, LLC (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-072 Authorize Settlement Agreement and Release of Claims; Moore (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-073 Authorize Settlement Agreement and Release of Claims; Whitfield (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

12. ORDINANCES BEING INTRODUCED

64-004 rezone property located at 1710 Dauphin Island Parkway, 2005 & 2009 Douglas Lane, and 2008 Faye Street from R-1 and B-2 to B-2 (sponsored by Councilmember Small).

64-005 Rezone property located at 6712 Old Dobbin Drive North from R-1, R-2 and B-1 to R-1 (sponsored by Councilmember Jones)

13. CONSENT RESOLUTIONS BEING INTRODUCED

03-074 Appoint Jay Weber to the Water and Sewer Board of Commissioners (sponsored by Councilmember Jones) (submitted by Lisa C. Lambert, City Clerk).

03-075 Re-appoint Ellis Foster and Patrick Murphy to the Industrial Development Board (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

40-076 Declare the structure at 2658 Reaves Street a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-077 Declare the structure at 1071 Arlington Street a public nuisance and order it demolished (sponsored by Councilmember Small).

40-078 Declare the structure at 2011 Height Street a public nuisance and order it demolished (sponsored by Councilmember Small).

40-079 Declare the structure at 1521 Plover Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-080 Declare the structure at 3201 Lees Lane a public nuisance and order it demolished (sponsored by Councilmember Reynolds).

40-081 Declare the structure at 7127 13th Street a public nuisance and order it

demolished (sponsored by Councilmember Gregory).

60-082 Determine an appropriation to Serving Our Unique People serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Rebecca Christian, Accounting Dept.).

60-095 Determine an appropriation to Special Needs Athletes Program, Inc. serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Rebecca Christian, Accounting Dept.).

14. RESOLUTIONS BEING INTRODUCED

08-083 Approve purchase order to Vulcan Construction Materials, LP for 1300 tons of limestone (Public Services Dept.); $58,500.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-084 Approve purchase order to Autonation Ford Mobile for 4 Ford F250 Utility Body Trucks (Facilities Maintenance); $238,314.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-085 Approve purchase order to Stivers Ford Lincoln, Inc. for 2023 Ford Expedition (Animal Services); $51,657.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-086 Approve purchase order to ProtecVideo, LLC for annual renewal of Eagle Eye Camera software/support and ALPR Camera licenses (MPD Cyber Division); $262,168.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-087 Approve purchase orders for fuel for various City locations (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-088 Approve purchase order to Mitylite, Inc. for dance floor kits for Convention Center; $207,806.32 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-089 Approve purchase order to Mitylite, Inc. for 1,000 chairs for Convention Center; $127,880.92 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-090 Approve purchase order to K&K Systems, Inc. for solar-power radar-feedback speed limit signs; $18,217.92 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-091 Approve purchase order to T S Wall & Sons, Inc. for flooring for fire training center; $21,687.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-092 Approve purchase order to Chris Francis Tree Care for tree pruning on

Mardi Gras parade routes; $29,987.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-093 Authorize contract with Goodwyn Mills Cawood, Inc. for the design and construction administration of a Public Safety Training Center; $997,206.53 (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-094 Authorize contract with Tindle Construction, LLC for lineset repairs at the Saenger Theater; $49,975.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

15. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:1/24/2023

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	1/4/2023 - 1:23 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/24/2023

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
Gaston	Cover Memo	1/19/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/19/2023 - 11:52 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: MICAH GASTON
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-479-4543 Cell Number: 251-533-6729

Organization (if applicable) 3CIRCLE CHURCH MIDTOWN

Mailing Address of Applicant 150 S. SAGE AVE.

Telephone No. 251-479-4543 E-mail address MICAH@3CIRCLECHURCH.COM

Location or address of event where amplification will be used:
DENTON PARK 2859 EMOGENE ST.

Date of Event: APRIL 9 Starting Time: 7AM Ending Time 10:30A
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: COMMUNITY EASTER EGG HUNT

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

Music containing obscene language or profanity is prohibited

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

AGENDA ITEM SUMMARY SHEET

Agenda of:1/24/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Jones

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Cystic Fibrosis	Cover Memo	1/19/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/19/2023 - 11:54 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: Cystic Fibrosis Foundation/Margaret Smith
PLEASE PRINT ALL INFORMATION

Home Phone Number: 205-870-8565 Cell Number: 205-837-2843

Organization (if applicable) _____

Mailing Address of Applicant 217 Country Club Park #432

Telephone No. 205-870-8565 E-mail address mksmith@cff.org

Location or address of event where amplification will be used:
Medal of Honor Park/Bicentennial pavilion

Date of Event: 4/29/2023 Starting Time: 7am Ending Time 1pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: non profit awareness walk

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

Music containing obscene language or profanity is prohibited

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

CITY CLERK DEPARTMENT
2023 JAN 12 PM 4:24

AGENDA ITEM SUMMARY SHEET

Agenda of:1/24/2023

Sponsored by:

Councilmember Small

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	12/22/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/22/2022 - 12:05 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 1710 Dauphin Island Parkway, 2005 & 2009 Douglas Lane,
and 2008 Faye Street (Southwest corner of Dauphin Island Parkway and Douglas Lane,
extending to the Northwest corner of Dauphin Island Parkway and Faye Street)

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 14, 2021, a public hearing will be held on the 24th day of January, 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 1710 Dauphin Island Parkway, 2005 & 2009 Douglas Lane, zand 2008 Faye Street (Southwest corner of Dauphin Island Parkway and Douglas Lane, extending to the Northwest corner of Dauphin Island Parkway and Faye Street) from R-1, Single-Family Residential District and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

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

Lisa C. Lambert
City Clerk

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

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

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

THAT CERTAIN PIECE OF PORTION OF LAND, DESIGNATED AS PARCEL 1 OF RESUBDIVISION OF LOTS 6, 7, 10, & 11 AND PARCELS A & B, BLOCK 2 OF HAKANSON SUBDIVISION, SITUATED IN SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, MOBILE COUNTY, ALABAMA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" CAPPED IRON ROD FOUND ON THE SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE AND WESTERLY RIGHT OF WAY OF DAUPHIN ISLAND PARKWAY S00°09'55"W A DISTANCE OF 94.92 FEET TO A 5/8" CAPPED IRON ROD FOUND; THENCE ALONG SAID WESTERLY RIGHT OF WAY OF DAUPHIN ISLAND PARKWAY S12°39'26"E A DISTANCE OF 229.86 FEET TO A 5/8" CAPPED IRON ROD SET ON THE SAID WESTERLY RIGHT OF WAY LINE OF

DAUPHIN ISLAND PARKWAY AND NORTHERLY RIGHT OF WAY LINE OF FAYE STREET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE OF DAUPHIN ISLAND PARKWAY AND ALONG SAID NORTHERLY RIGHT OF WAY LINE OF FAYE STREET N89°40'51"W A DISTANCE OF 174.58 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY OF FAYE STREET N00°05'11"W A DISTANCE OF 147.22 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE S85°30'51"W A DISTANCE OF 24.18 FEET TO A ½" IRON ROD WITH FLAGGING FOUND; THENCE N00°21'50"W A DISTANCE OF 142.41 FEET TO A 1" CRIMPED IRON PIPE FOUND ON THE SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N81°20'11"E A DISTANCE OF 99.92 FEET TO A ½" CAPPED IRON ROD FOUND; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N83°07'41"E A DISTANCE OF 102.29 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N88°38'13"E A DISTANCE OF 23.89 FEET TO A MAG NAIL FOUND; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N88°36'03"E A DISTANCE OF 94.34 FEET TO THE POINT OF BEGINNING.

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

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 24th day of January, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 6th day of January, 2023 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **1710 Dauphin Island Parkway, 2005 & 2009 Douglas Lane, and 2008 Faye Street** (Southwest corner of Dauphin Island Parkway and Douglas Lane, extending to the Northwest corner of Dauphin Island Parkway and Faye Street).

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

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

AN ORDINANCE 2022

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

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

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

THAT CERTAIN PIECE OF PORTION OF LAND, DESIGNATED AS PARCEL 1 OF RESUBDIVISION OF LOTS 6, 7, 10, & 11 AND PARCELS A & B, BLOCK 2 OF HAKANSON SUBDIVISION, SITUATED IN SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, MOBILE COUNTY, ALABAMA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" CAPPED IRON ROD FOUND ON THE SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE AND WESTERLY RIGHT OF WAY OF DAUPHIN ISLAND PARKWAY S00°09'55"W A DISTANCE OF 94.92 FEET TO A 5/8" CAPPED IRON ROD FOUND; THENCE ALONG SAID WESTERLY RIGHT OF WAY OF DAUPHIN ISLAND PARKWAY S12°39'26"E A DISTANCE OF 229.86 FEET TO A 5/8" CAPPED IRON ROD SET ON THE SAID WESTERLY RIGHT OF WAY LINE OF DAUPHIN ISLAND PARKWAY AND NORTHERLY RIGHT OF WAY LINE OF FAYE STREET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE OF DAUPHIN ISLAND PARKWAY AND ALONG SAID NORTHERLY RIGHT OF WAY LINE OF FAYE STREET N89°40'51"W A DISTANCE OF 174.58 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY OF FAYE STREET N00°05'11"W A DISTANCE OF 147.22 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE S85°30'51"W A DISTANCE OF 24.18 FEET TO A ½" IRON ROD WITH FLAGGING FOUND; THENCE N00°21'50"W A DISTANCE OF 142.41 FEET TO A 1" CRIMPED IRON PIPE FOUND ON THE SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N81°20'11"E A DISTANCE OF 99.92 FEET TO A ½" CAPPED IRON

ROD FOUND; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N83°07'41"E A DISTANCE OF 102.29 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N88°38'13"E A DISTANCE OF 23.89 FEET TO A MAG NAIL FOUND; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N88°36'03"E A DISTANCE OF 94.34 FEET TO THE POINT OF BEGINNING.

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

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

Adopted:

_____

Lisa Lambert, City Clerk

Duplantis Design Group, PC
1710 Dauphin Island Parkway, 2005 & 2009 Douglas Lane, and 2008 Faye Street (Southwest corner of Dauphin Island Parkway and Douglas Lane, extending to the Northwest corner of Dauphin Island Parkway and Faye Street)
Council District 3
C.J. Small

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

December 21, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of August 18, 2022 considered the request of **Duplantis Design Group, PC** for a change in zoning from **R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District** for the property located at **1710 Dauphin Island Parkway, 2005 & 2009 Douglas Lane, and 2008 Faye Street** (Southwest corner of Dauphin Island Parkway and Douglas Lane, extending to the Northwest corner of Dauphin Island Parkway and Faye Street).

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

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

August 22, 2022

Evan Geerts
Duplantis Design Group
3703 Old Shell Road
Mobile, Alabama 36608

Re: **1710 Dauphin Island Parkway, 2005 & 2009 Douglas Lane, and 2008 Faye Street**
(Southwest corner of Dauphin Island Parkway and Douglas Lane, extending to the Northwest corner of Dauphin Island Parkway and Faye Street).
Council District 3
ZON-002132-2022 (Rezoning)
Duplantis Design Group, PC
Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.

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

At its meeting on August 18, 2022, the Planning Commission considered the above referenced Subdivision application.

The Commission recommends this application Approval for the following reason:

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

The rezoning should be subject to the following condition:

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

The advertising fee for this application based on the current legal description is $379.75. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: _____
Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

August 4, 2022

PUBLIC HEARING NOTICE

Re: **1710 Dauphin Island Parkway, 2005 & 2009 Douglas Lane, and 2008 Faye Street**
(Southwest corner of Dauphin Island Parkway and Douglas Lane, extending to the Northwest corner of Dauphin Island Parkway and Faye Street).
Council District 3
ZON-002132-2022 (Rezoning)
Duplantis Design Group, PC
Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, August 18, 2022, at 2:00 p.m.** to consider your above referenced application.

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

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

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, August 17, 2022,** to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION

August 4, 2022

PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **1710 Dauphin Island Parkway, 2005 & 2009 Douglas Lane, and 2008 Faye Street**
(Southwest corner of Dauphin Island Parkway and Douglas Lane, extending to the Northwest corner of Dauphin Island Parkway and Faye Street).
Council District 3
ZON-002132-2022 (Rezoning)
Duplantis Design Group, PC
Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, August 18, 2022, at 2:00 p.m.,** to consider the above referenced application.

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

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

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, August 17, 2022,** to allow adequate time for the Commission members to review the information.

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

ZON-002132-2022

Application Submission
Contact Information

Name of Project DIP I-10

Address 1701 Dauphin Island Parkway

Owner DIP I-10

Address 3201 Dauphin Street Suite A Zip Code 36606

Phone _____ Fax _____ Email _____

Authorized Agent Duplantis Design Group - Evan Geerts

Address 3703 Old Shell Road Zip Code 36608

Phone 9852280920 Fax _____ Email egeerts@ddgpc.com

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer Duplantis Design Group - Evan Geerts

Address 3703 Old Shell Road Zip Code 36608

Phone 9852280920 Fax _____ Email egeerts@ddgpc.com

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

DDG

BROAD VISION. EXPERT FOCUS.

July 18th, 2022 (Revised 8/2/22)

City of Mobile
Planning & Zoning
205 Government Street
3rd Floor, South Tower
Mobile, AL 36602

Re: Dauphin Island Pkwy and Faye St
DDG Project #21-892

To whom it may concern:

DDG, on behalf of DIP I-10, LLC and as authorized on the enclosed Affidavit of Ownership by the owners of the subject property is applying for resubdivision and rezoning of certain property 17110 Dauphin Island Parkway, Mobile, AL 36605. As requested by planning, this letter has been revised to correct the requested zoning to B-3, consistent with the submitted application and the adjacent parcels.

Our client has acquired several adjacent parcels and completed vacation of the Nicholson Road right-of-way. We are requesting to combine these properties into a single lot of record through the subdivision process. Additionally, we are requesting to rezone parcel 3204340003127001 from R-1 to B-2 to be consistent with the zoning of the other parcels included in the subdivision.

There is no definitive tenant or purchaser or firmly defined use for the property at this time; however, a commercial use would be consistent with the character of the area and contribute to the redevelopment of this part of the City of Mobile. Combination of these parcels will facilitate our client's marketing of this property for redevelopment. Given that no firm plans for development exist, and the requested zoning is consistent with the current zoning of the adjacent parcels included in the subdivision, a site plan and landscape plan is not available and should not be necessary to include with this request.

We appreciate the Planning Commission's and City's continued assistance with this important development effort.

Sincerely,

Evan M. Geerts, P.E.
Mobile Lead
O: 251.930.5891 | **C:** 985.228.0920
E: egeerts@ddgpc.com
3703 Old Shell Rd., Mobile, AL 36608

BROAD VISION. EXPERT FOCUS.

July 18th, 2022

City of Mobile
Planning & Zoning
205 Government Street
3rd Floor, South Tower
Mobile, AL 36602

Re: Dauphin Island Pkwy and Faye St
DDG Project #21-892

To whom it may concern:

DDG, on behalf of DIP I-10, LLC and as authorized on the enclosed Affidavit of Ownership by the owners of the subject property is applying for resubdivision and rezoning of certain property 17110 Dauphin Island Parkway, Mobile, AL 36605.

Our client has acquired several adjacent parcels and completed vacation of the Nicholson Road right-of-way. We are requesting to combine these properties into a single lot of record through the subdivision process. Additionally, we are requesting to rezone parcel 3204340003127001 from R-1 to B-3 to be consistent with the zoning of the other parcels included in the subdivision.

There is no definitive tenant or purchaser or firmly defined use for the property at this time; however, a commercial use would be consistent with the character of the area and contribute to the redevelopment of this part of the City of Mobile. Combination of these parcels will facilitate our client's marketing of this property for redevelopment. Given that no firm plans for development exist, and the requested zoning is consistent with the current zoning of the adjacent parcels included in the subdivision, a site plan and landscape plan is not available and should not be necessary to include with this request.

We appreciate the Planning Commission's and City's continued assistance with this important development effort.

Sincerely,

Evan M. Geerts, P.E.
Mobile Lead
O: 251.930.5891 | **C:** 985.228.0920
E: egeerts@ddgpc.com
3703 Old Shell Rd., Mobile, AL 36608

Affidavit of Ownership and Authorization

We, the undersigned owners of the property described below hereby:

1. Request resubdivision for the subject property.
2. Request rezoning of a portion of the subject property.
3. Grant permission, if required, to the City of Mobile or its agent(s) to erect a sign on said property for the purposes of public notice associated with the requested action(s).
4. Authorize the applicant(s) listed below to act on our behalf in the subject application with the City of Mobile and the boards, commission, committees, or other public bodies thereof, and other Authorities Having Jurisdiction associated with the action requested.
5. Acknowledge that we have read and understood the requirements and procedures for such application and the laws, codes, and regulations pertaining thereto.

Petitioned Property

Address: 1710 Dauphin Island Parkway, Mobile, AL 36605

Section: 34 Township: 05S Range: 01W

Parcel Number(s): Multiple, see below

Owner(s) of Petitioned Property

Parcel ID, Lot #:	3204340003127001, 3204340003127XXX, 3204340003128XXX, 3204340003135XXX, 3204340003134XXX, 3204340003133XXX, 3204340003129XXX
Parcel Owner:	DIP 1-10, LLC
Mailing Address:	3201 Dauphin Street Suite A
City, State & Zip:	MOBILE, AL 36606
Email:	
Phone:	
Signature:	
Printed Name:	John White-Spunner
Date:	
Title:	

Authorized Applicant

Name: Duplantis Design Group, PC c/o Evan M. Geerts or Designee

Company: Duplantis Design Group, PC

RESUBDIVISION OF
LOTS 6, 7, 10 & 11 AND PARCELS A & B
BLOCK 2 OF HAKANSON SUBDIVISION
INTO
PARCEL 1

SECTION 34, TOWNSHIP 5 SOUTH - RANGE 1 WEST,
MOBILE COUNTY, ALABAMA

NOTES:
GRID NORTH, ALABAMA STATE PLANE WEST ZONE,
NAD 83 (2011) (EPOCH 2010.0000) FROM AN OPUS SOLUTION.

ACCEPTANCE OF OWNER

HITTSON, LLC

BY: BLACKSHEAR WHITE-SPUNNER - MANAGER

STATE OF ALABAMA
COUNTY OF MOBILE

I, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID STATE AND COUNTY, HEREBY CERTIFY THAT BLACKSHEAR WHITE-SPUNNER, WHOSE NAME AS MANAGER OF HITTSON, LLC, IS SIGNED TO THE FOREGOING INSTRUMENT AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY, THAT BEING INFORMED OF THE CONTENTS OF THE WITHIN INSTRUMENT HE, WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS THE
DAY OF _____

_____
NOTARY PUBLIC

PLANNING COMMISSION

_____
PLANNING COMMISSION

TRAFFIC ENGINEER

_____
TRAFFIC ENGINEER

CITY ENGINEER

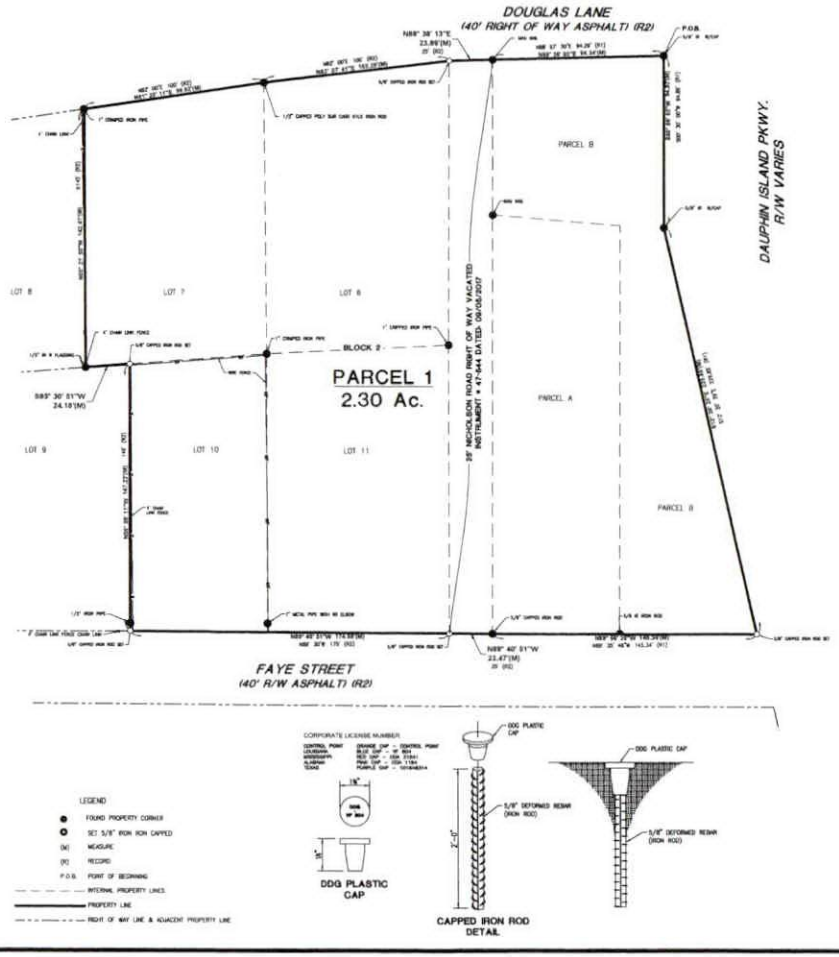
_____
CITY ENGINEER

PARCEL 1 DESCRIPTION:

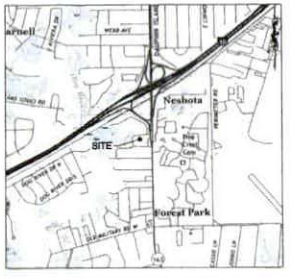
THAT CERTAIN PIECE OR PORTION OF LAND, DESIGNATED AS PARCEL 1 OF RESUBDIVISION OF LOTS 6, 7, 10 & 11 AND PARCELS A & B, BLOCK 2, OF HAKANSON SUBDIVISION, SITUATED IN SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, MOBILE COUNTY, ALABAMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" CAPPED IRON ROD FOUND ON THE SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE AND WESTERLY RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY, ALSO BEING THE NORTHEAST CORNER OF PARCEL 1; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY OF DOUGLAS LANE AND ALONG SAID WESTERLY RIGHT OF WAY OF DAUPHIN ISLAND PARKWAY S00°58'30"W A DISTANCE OF 94.83 FEET TO A 5/8" CAPPED IRON ROD FOUND; THENCE ALONG SAID WESTERLY RIGHT OF WAY OF DAUPHIN ISLAND PARKWAY S12°36'28"E A DISTANCE OF 229.66 FEET TO A 5/8" CAPPED IRON ROD SET ON THE SAID WESTERLY RIGHT OF WAY LINE OF DAUPHIN ISLAND PARKWAY AND NORTHERLY RIGHT OF WAY LINE OF FAYE STREET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE OF DAUPHIN ISLAND PARKWAY AND ALONG SAID NORTHERLY RIGHT OF WAY LINE OF FAYE STREET N89°58'28"W A DISTANCE OF 145.34 FEET TO A 5/8" CAPPED IRON ROD; THENCE ALONG SAI NORTHERLY RIGHT OF WAY LINE OF FAYE STREET N89°40'31"W A DISTANCE OF 23.47 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY OF FAYE STREET N89°40'31"W A DISTANCE OF 174.08 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY OF FAYE STREET N00°05'11"W A DISTANCE OF 147.22 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE S89°36'51"W A DISTANCE OF 24.18 FEET TO A 1/2" IRON ROD WITH FLAGGING FOUND; THENCE N00°21'36"W A DISTANCE OF 140.41 FEET TO A 1" CRIMPED IRON PIPE FOUND ON THE SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N67°35'11"E A DISTANCE OF 89.82 FEET TO A 1/2" CAPPED IRON ROD FOUND; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N63°07'41"E A DISTANCE OF 152.28 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N68°26'13"E A DISTANCE OF 23.89 FEET TO A MAG NAIL FOUND; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N68°26'55"E A DISTANCE OF 94.24 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 2.30 ACRES MORE OR LESS AS SHOWN ON SURVEY BY DUPLANTIS DESIGN GROUP, PC, DATED JUNE 30, 2022, PROJECT NO. 21-892, AND IS SUBJECT TO ANY SERVITUDES, EASEMENTS, AND RESTRICTIONS OF RECORD.



LEGEND
- FOUND PROPERTY CORNER
- SET 5/8" IRON ROD CAPPED
- (M) MEASURE
- (R) RECORD
- P.O.B. POINT OF BEGINNING
- INTERNAL PROPERTY LINES
- PROPERTY LINE
- RIGHT OF WAY LINE & ADJACENT PROPERTY LINE



VICINITY MAP

NOTES

1. THE PROPERTY DESCRIBED HEREON IS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP NO. 01080C0064L, DATED 06/05/2020, AND IS SHOWN TO BE IN FLOOD ZONE "X-SHADED".
2. NO STRUCTURE SHALL BE LOCATED IN ANY EASEMENTS UNLESS APPROVED BY THE EASEMENT HOLDER.
3. A LAND DISTURBANCE PERMIT WILL BE REQUIRED FOR ANY LAND DISTURBING ACTIVITY IN ACCORDANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL; THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGEMENT PLAN 19 AND THE RULES FOR EROSION AND SEDIMENTS ION CONTROL AND STORM WATER RUNOFF CONTROL.
4. APPROVAL OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO ISSUANCE OF A LAND DISTURBANCE PERMIT.
5. SIDEWALK IS REQUIRED TO BE CONSTRUCTED, AND/OR REPAIRED, ALONG THE FRONTAGE OF EACH LOT, OR PARCEL, AT TIME OF A NEW DEVELOPMENT OR CONSTRUCTION, UNLESS A SIDEWALK WAIVER IS APPROVED.
6. 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.
7. ALL EASEMENTS SHALL REMAIN IN EFFECT UNTIL VACATED THROUGH THE PROPER VACATION PROCESS.
8. PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH STATE AND LOCAL LAWS THAT PERTAIN TO TREE PRESERVATION AND PROTECTION ON BOTH CITY AND PRIVATE PROPERTIES (ACT 629 OF THE 1984 REGULAR SESSION OF THE ALABAMA LEGISLATURE (ACTS 1981, P. 1467), AS AMENDED, AND THE CITY CODE CHAPTERS 57 AND 65). PRIVATE REMOVAL OF TREES IN THE RIGHT-OF-WAY WILL REQUIRE APPROVAL OF THE MOBILE TREE COMMISSION. REMOVAL OF HERITAGE TREES FROM UNDEVELOPED RESIDENTIAL SITES, DEVELOPED RESIDENTIAL SITES IN HISTORIC DISTRICTS AND ALL COMMERCIAL SITES WILL REQUIRE A TREE REMOVAL PERMIT.
9. ALL PROJECTS WITHIN THE CITY LIMITS OF MOBILE SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF MOBILE FIRE CODE ORDINANCE (2012 INTERNATIONAL FIRE CODE). FIRE APPARATUS ACCESS IS REQUIRED TO BE WITHIN 150' OF ALL COMMERCIAL AND RESIDENTIAL BUILDINGS. A FIRE HYDRANT IS REQUIRED TO BE WITHIN 400' OF ALL COMMERCIAL AND RESIDENTIAL BUILDINGS. A FIRE HYDRANT IS REQUIRED TO BE WITHIN 400' OF NON-SPRINKLED COMMERCIAL BUILDINGS AND 600' OF SPRINKLED COMMERCIAL BUILDINGS.
10. BEARING AND DISTANCES ON THE PLAT ARE BASED ON AND REFERENCED TO THE ALABAMA STATE PLANE COORDINATES SYSTEM GRID (NAD 83-WEST ZONE)
CONVERGENCE ANGLE= -00° 17' 59.94"
SCALE FACTOR= 0.99997648
CLASS "B" SURVEY

REFERENCES

1) ALTA/ACSM LAND TITLE SURVEY OF PROPERTY AT 1710 NICHOLSON ROAD, BY: MCCRORY WILLIAMS, INC.
2) HAKANSON SUBDIVISION PLAT RECORDED IN MAP BOOK 4, PAGES 55-56.
3) RESOLUTION ASSENTING TO VACATION OF A PORTION OF THE RIGHT OF WAY OF NICHOLSON ROAD BY DP 1-10, LLC. INSTRUMENT # 47-544, DATED: 08/08/2017.

UTILITY LOCATIONS

UTILITIES SHOWN HAVE BEEN LOCATED FROM VISIBLE UTILITY FEATURES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES, EXCEPT FOR ABOVE GROUND VISIBLE UTILITY FEATURES. NO EXCAVATIONS WERE MADE DURING THE PROCESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES.

I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

PRELIMINARY - NOT TO BE USED FOR CONSTRUCTION, BIDDING, RECORDATION, CONVEYANCE, SALES, OR AS THE BASIS FOR THE ISSUANCE OF A PERMIT.

DATE OF PLAT: 06/30/2022

SHAWN P. MACMEDMARN, PLS
AL REG. 36176-S
SMACMEDMARN@DDGPC.COM

SCALE IN FEET
30' 15' 0 30' 60' 90'

REVISION	BY

DUPLANTIS DESIGN GROUP, PC
SURVEY
16564 Brewster Road, Suite 101
Covington, LA 70433
Phone: 985.249.6180 \\ Fax: 985.249.6190
1308 Camellia Blvd, Suite 200
Lafayette, LA 70508
www.DDGPC.com

DDG
DUPLANTIS DESIGN GROUP

RESUBDIVISION
MOBILE, ALABAMA
MOBILE COUNTY

FOR:
WHITE-SPUNNER INVESTMENTS

DRAWN	SJO
CHECKED	SPM
PROJECT NO.	21-892
FILE	21-892_S_06272022
SHEET	1 – 1

S:\21-000\21-892 DWG\21-892_S_06272022.dwg

KEVIN J & HEATHER M WICHMANN
2054 FAYE ST
MOBILE, AL 36605

CLARK OIL COMPANY INC
720 STATION ST
WAYNESBORO, MS 39367

CLARK OIL COMPANY INC
721 STATION ST
WAYNESBORO, MS 39367

FULL GOSPEL NATIVE
PO BOX 7598
PRYOR, OK 74362-0890

S E CEMETERIES OF ALABAMA INC
PO BOX 5347
MOBILE, AL 36605

S E CEMETERIES OF ALABAMA INC
PO BOX 5348
MOBILE, AL 36605

SEAFARERS BUILDING CORP
1640 DAUPHIN ISLAND PKWY
MOBILE, AL 36605

ABSOLUTE MGT, LLC
PO BOX 50344
MOBILE, AL 36605-0344

FULTON ROAD BAPTIST CHURCH
1800 DAUPHIN ISLAND PKWY
MOBILE, AL 36605

TIMOTHY & GLORIA JENKINS
2004 MAGNOLIA LN
MOBILE, AL 36605-3011

CLYDE JENKINS OR WILSON MILTON
2015 FAYE ST
MOBILE, AL 36605-3038

ROSEMARY G FLOWERS
2054 MAGNOLIA LN
MOBILE, AL 36605-3011

WILSON MILTON
2015 FAYE ST
MOBILE, AL 36605-3038

WILSON MILTON
2015 FAYE ST
MOBILE, AL 36605-3038

WILSON & BELINDA MILTON
2015 FAYE ST
MOBILE, AL 36605-3038

JONATHAN MICHAEL BOONE
954 LOUISE AVE
MOBILE, AL 36609-5115

CLYDE D JENKINS JR
2004 MAGNOLIA LN
MOBILE, AL 36605

CITY OF MOBILE
P O BOX 1826
MOBILE, AL 36633

C/O CITY OF MOBILE LEGAL DEPT
P O BOX 1827
MOBILE, AL 36633

WH CAPITAL LLC
P O BOX 6450
NORCROSS, GA 30091

A & Z MANAGEMENT SERVICES INC, C/O
DIP I-10 LLC
3201 DAUPHIN ST STE A
MOBILE, AL 36606-4057

WILSON & BELINDA J MILTON
2015 FAYE ST
MOBILE, AL 36605-3038

WILSON MILTON
2015 FAYE ST
MOBILE, AL 36605-3038

MICHAEL WATTS
1211 GORGAS ST
MOBILE, AL 36605

KKJ HOLDINGS LLC
3201 DAUPHIN ST STE A
MOBILE, AL 36606-4057

DUPLANTIS DESIGN GROUP, PC
3707 OLD SHELL ROAD
MOBILE, AL 36608

DIP I-10, LLC
3201 DAUPHIN STREET, STE A
MOBILE, AL 36606

DUPLANTIS DESIGN GROUP, PC
3707 OLD SHELL ROAD
MOBILE, AL 36608

DIP I-10, LLC
3201 DAUPHIN STREET, STE A
MOBILE, AL 36606

SUBDIVISION & ZONING AMENDMENT STAFF REPORT Date: August 18, 2022

APPLICANT NAME Duplantis Design Group, PC

SUBDIVISION NAME Hakanson Subdivision, Block 2, Resubdivision of Lots 6, 7, 10, & 11 and Parcels A & B

LOCATION 1710 Dauphin Island Parkway, 2005 & 2009 Douglas Lane, and 2008 Faye Street
(Southwest corner of Dauphin Island Parkway and Douglas Lane, extending to the Northwest corner of Dauphin Island Parkway and Faye Street).

CITY COUNCIL DISTRICT Council District 3

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

PROPOSED ZONING B-2, Neighborhood Business District

AREA OF PROPERTY 1 Lot / 2.3± Acres

CONTEMPLATED USE Subdivision Approval to create a single legal lot of record from one (1) metes-and-bounds parcel, eight (8) legal lots of record, and a vacated right-of-way; and Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.
It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Add street names to the vicinity map (i.e. Dauphin Island Parkway, Faye Street).

C. Show and label all flood zones. New maps went into effect on June 5, 2020.
D. Provide a new Subdivision Title.
E. Change the new lot designation from "PARCEL 1" TO "LOT 1".
F. Show and label the BFE (Base Flood Elevation) on each lot that contains an AE, V, or X (shaded) flood zone designation.
G. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 27 - #80) 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 – 33,000 sf.
H. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

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 (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 Dauphin Island Parkway (State Highway 163) is an ALDOT maintained roadway. Driveway number, size, location, and design to be approved by ALDOT (Dauphin Island Pkwy) and Traffic Engineering and conform to AASHTO standards. Any new

on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.

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

FIRE DEPARTMENT COMMENTS All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings. The applicant should review Chapter 23 of the International Fire Code (IFC) 2012, section 2304.

TIME SCHEDULE FOR DEVELOPMENT None provided

REMARKS The applicant is requesting Subdivision Approval to create a single legal lot of record from one (1) metes-and-bounds parcel, eight (8) legal lots of record, and a vacated right-of-way; and Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.

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

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

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

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

individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.

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

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

The applicant proposes to create a single legal lot of record from one (1) metes-and-bounds parcel, eight (8) legal lots of record, and a vacated right-of-way. The lot size is depicted in acres on the plat, and exceeds the minimum lot size requirements of Section V.D.2. of the Subdivision Regulations. If approved, the lot size in square feet and acres should be provided on the Final Plat.

The site has frontages along Dauphin Island Parkway, Faye Street, and Douglas Lane. Dauphin Island Parkway, a proposed major street on the Major Street Plan and an ALDOT maintained roadway, should have a minimum 100-foot right-of-way, and is indicated as having a right-of-way that varies. The plat should be revised to depict the minimum existing right-of-way width, and if less than 100-feet, dedication may be necessary to provide 50-feet from the centerline. Faye Street, is a minor street without curb and gutter, therefore it should have an associated right-of-way of 60-feet. The preliminary plat illustrates Faye Street as having an existing right-of-way of 40-foot, making dedications necessary to provide 30-feet from the centerline. Douglas Lane, is a minor street with curb and gutter adjacent to a portion of the site, therefore it should have an associated right-of-way of 50-feet and 60-feet. The preliminary plat illustrates Douglas Lane as having an existing right-of-way of 40-feet, making dedications necessary to provide 25-feet and 30-feet from the centerline. Nicholson Road is a right-of-way that bisects the site, was vacated in 2017, and is included as part of the subject property.

The preliminary plat does not illustrate the 25-foot minimum building setback line along any street frontage. If approved, the setback should be depicted on the Final Plat, along all frontages, adjusted for dedication.

In regards to access management, a note stating Traffic Engineering comments should be placed on the Final Plat, if approved.

The existing site is mostly undeveloped, with an existing dwelling and accessory structure located on a portion of the site. If approved, one or both of these structures should be demolished, with permits, so as to prevent multiple structures from being located on a single commercial site.

It should be noted that the portion of the site to the East of the vacated Nicholson Road had similar, previous one (1)-lot Subdivision and Rezoning applications before the Planning Commission at its March 3, 2016 meeting, however the applications were withdrawn.

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

The site is bounded to the North, across Douglas Lane, by B-3, Community Business District; to the West, by B-2, Neighborhood Business District developed residentially; to the South, across Faye Street, by R-1, Single-Family Residential District; and to the East, across Dauphin Island Parkway, by B-3 and R-1 property.

The applicant states the following to address the rational for the zoning request:

> *DDG, on behalf of DIP I-10, LLC and as authorized on the enclosed Affidavit of Ownership by the owners of the subject property is applying for resubdivision and rezoning of certain property 17110 Dauphin Island Parkway, Mobile, AL 36605.*
>
> *Our client has acquired several adjacent parcels and completed vacation of the Nicholson Road right-of-way. We are requesting to combine these properties into a single lot of record through the subdivision process. Additionally, we are requesting to rezone parcel 3204340003127001 from R-1 to B-2 to be consistent with the zoning of the other parcels included in the subdivision.*
> *There is no definitive tenant or purchaser or firmly defined use for the property at this time; however, a commercial use would be consistent with the character of the area and contribute to the redevelopment of this part of the City of Mobile. Combination of these parcels will facilitate our client's marketing of this property for redevelopment. Given that no firm plans for development exist, and the requested zoning is consistent with the current zoning of the adjacent parcels included in the subdivision, a site plan and landscape plan is not available and should not be necessary to include with this request.*
>
> *We appreciate the Planning Commission's and City's continued assistance with this important development effort.*

Section 64-9.A.2.b. of the Zoning Ordinance states that new B-2 districts should contain a minimum of two (2) acres, unless abutting an existing commercially or industrially zoned property.

As the proposed lot to be rezoned is 2.3± acres, and contains existing B-2 zoning, this site meets the recommendations for the creation of a new B-2 district. Furthermore, if approved without the rezoning as proposed, the Subdivision would result in a split-zoned lot.

As there is no specific development proposed for the lot at this time, no site plan depicting a proposed development was submitted with the application. It should be noted that if approved, the site will be required to be developed under full compliance with the Zoning Ordinance.

Finally, it should be noted that a sidewalk will be required to be constructed at the time of development along all street frontages, unless a sidewalk waiver is granted by the Planning Commission.

RECOMMENDATION

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

1) either dedication to provide 50-feet from the centerline of Dauphin Island Parkway or revision of the plat to show sufficient right-of-way currently exists;
2) dedication to provide 30-feet from the centerline of Faye Street;
3) dedication to provide 25-feet from the centerline of Douglas Lane where it has curb and gutter;
4) dedication to provide 30-feet from the centerline of Douglas Lane where it does not have curb and gutter;
5) provision of the lot sizes in square feet and acres, adjusted for any dedication;
6) illustration of the 25-foot minimum building setback lines along all street frontages, adjusted for any dedication;
7) full compliance with Engineering comments: *(FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Add street names to the vicinity map (i.e. Dauphin Island Parkway, Faye Street). C. Show and label all flood zones. New maps went into effect on June 5, 2020. D. Provide a new Subdivision Title. E. Change the new lot designation from "PARCEL 1" TO "LOT 1". F. Show and label the BFE (Base Flood Elevation) on each lot that contains an AE, V, or X (shaded) flood zone designation. G. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 27 - #80) 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 – 33,000 sf. H. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.);*

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

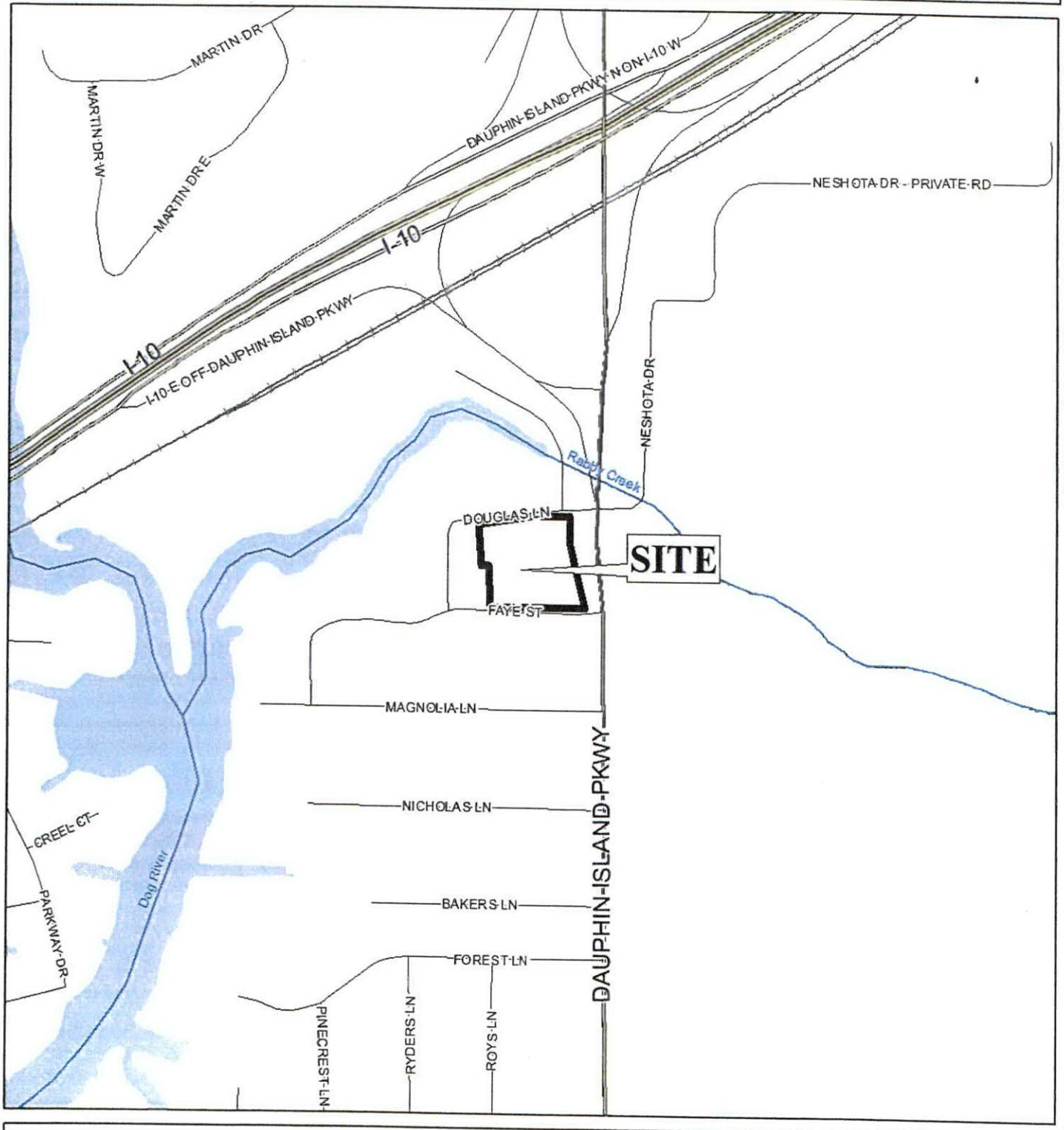
Rezoning: Based on the preceding, this application is recommended for Approval for the following reason:

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

The rezoning should be subject to the following condition:

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

LOCATOR MAP



APPLICATION NUMBER 7 DATE August 18, 2022

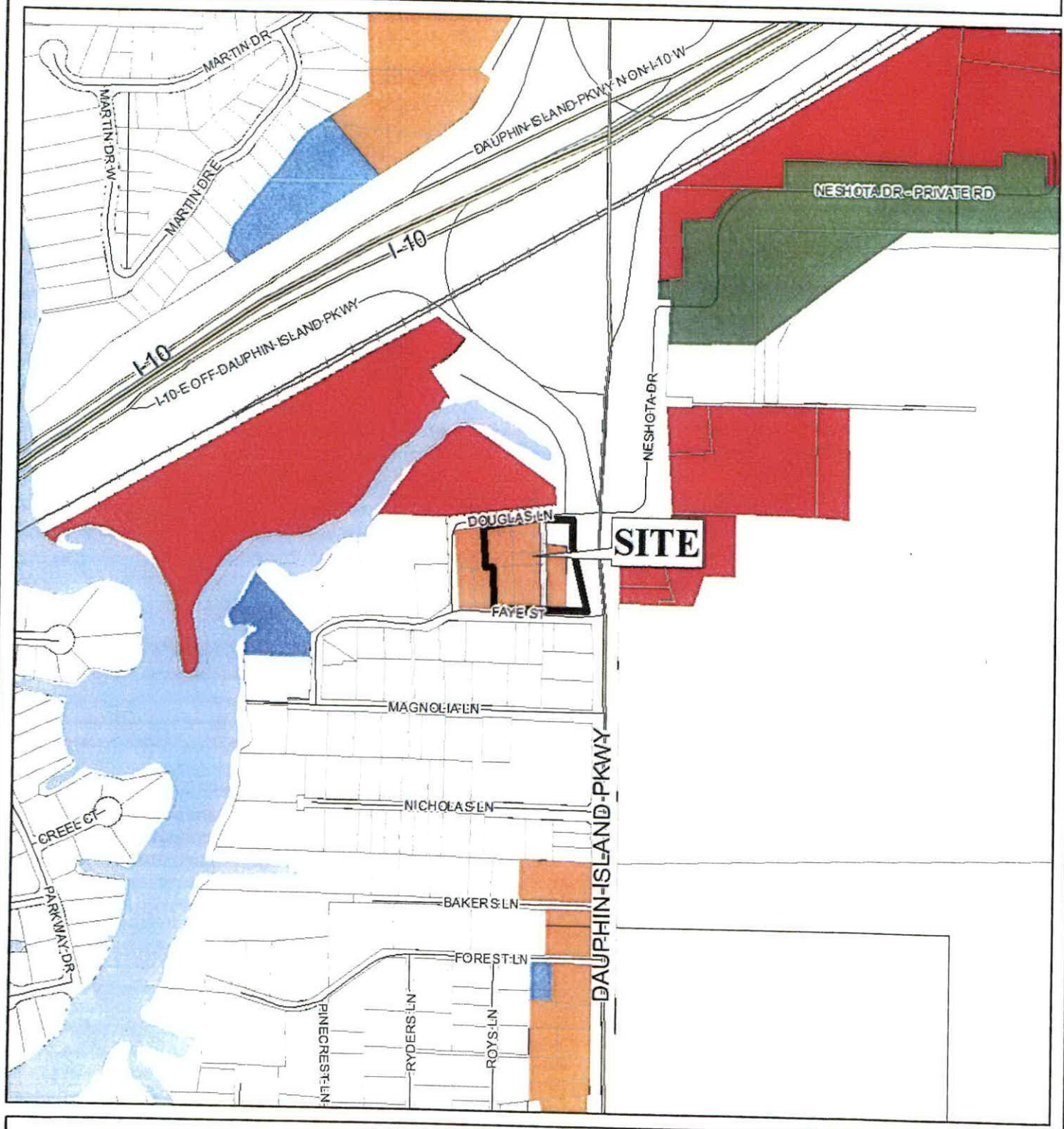
APPLICANT Hakanson Subdivision, Block 2, Resubdivision of Lots 6, 7, 10, & 11 and Parcels A & B

REQUEST Subdivision, Rezoning from R-1 and B-2 to B-2

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 7 DATE August 18, 2022

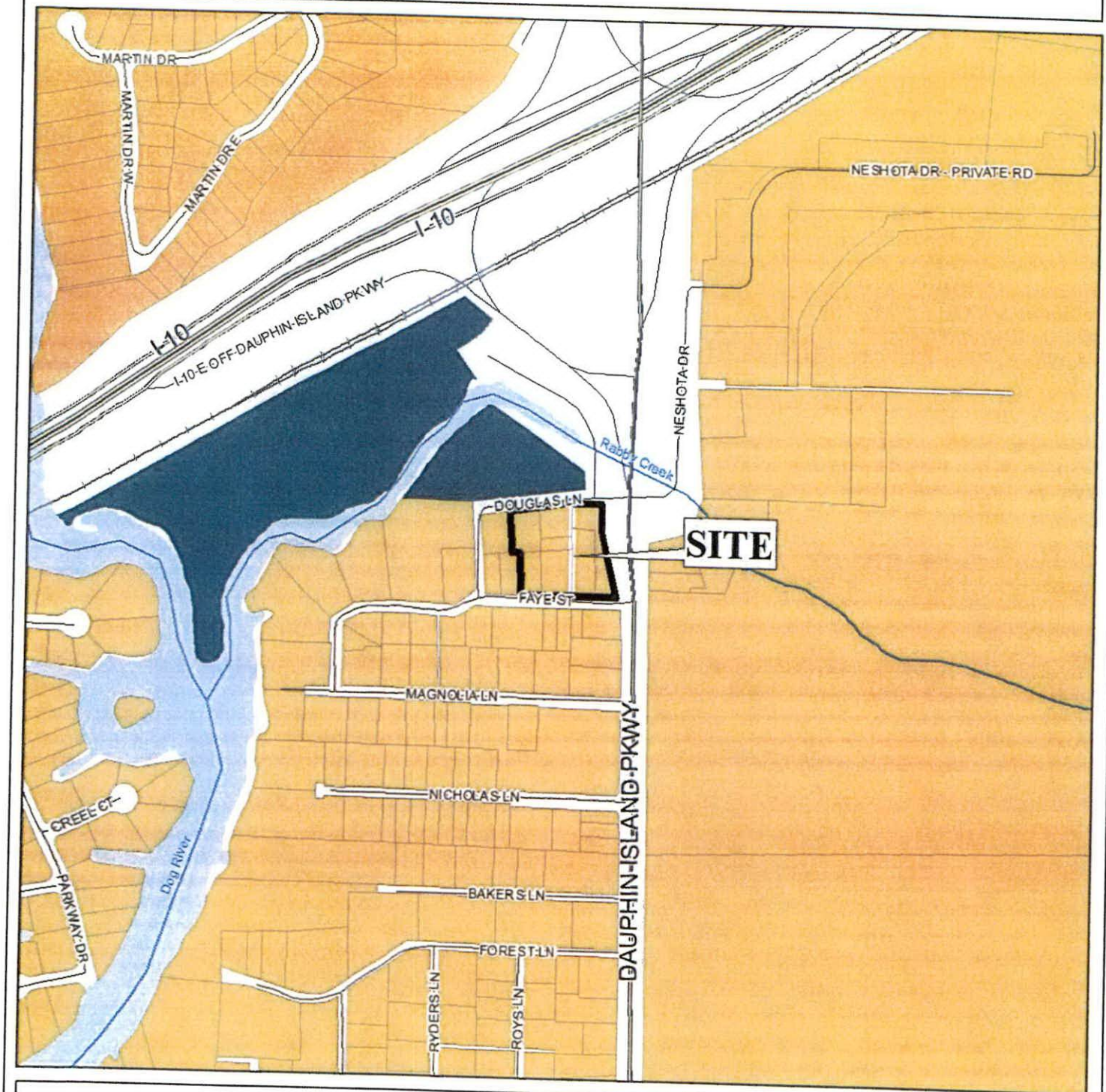
APPLICANT Hakanson Subdivision, Block 2, Resubdivision of Lots 6, 7, 10, & 11 and Parcels A & B

REQUEST Subdivision, Rezoning from R-1 and B-2 to B-2

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE August 18, 2022

APPLICANT Hakanson Subdivision, Block 2, Resubdivision of Lots 6, 7, 10, & 11 and Parcels A & B

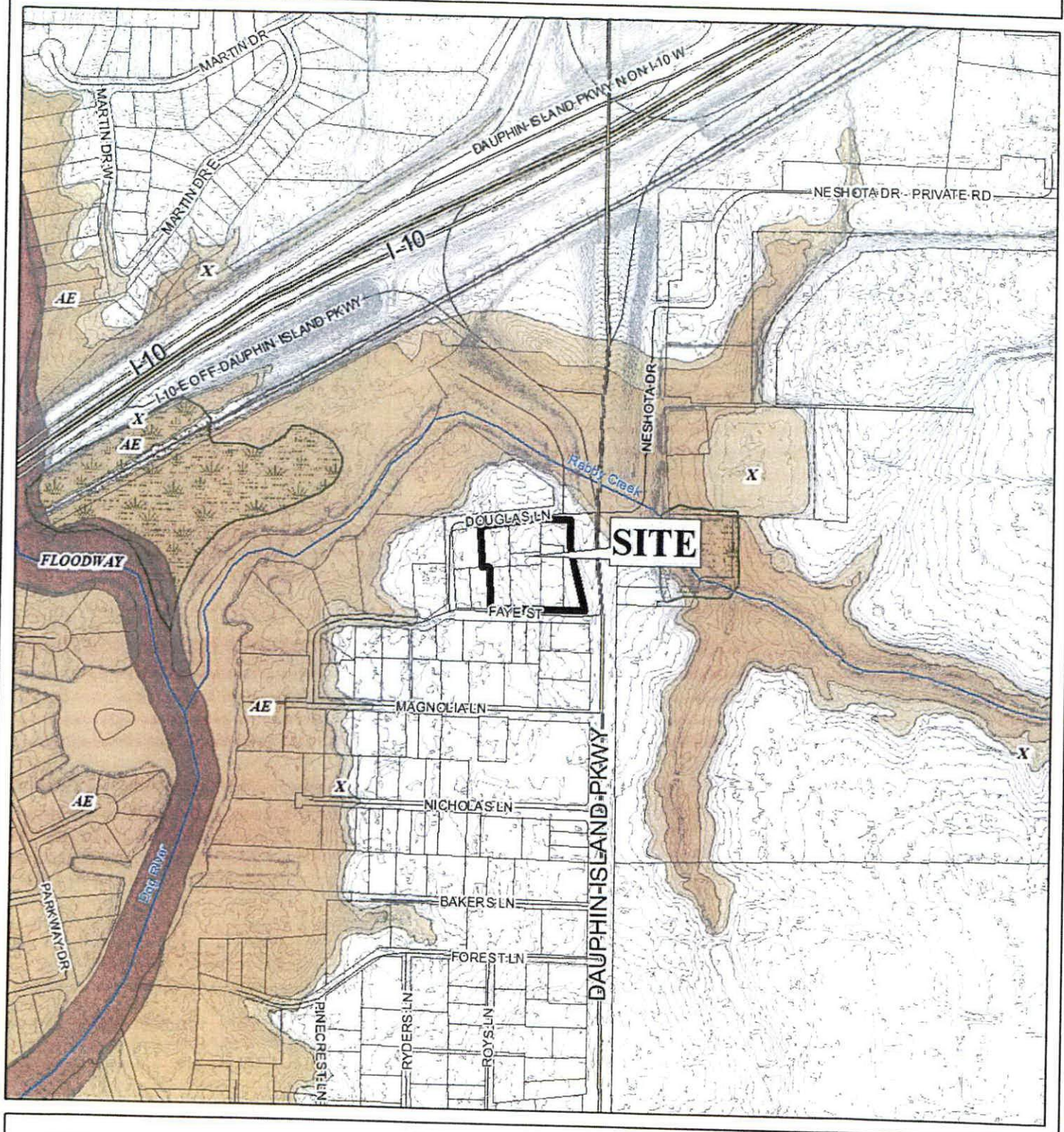
REQUEST Subdivision, Rezoning from R-1 and B-2 to B-2

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

N

NTS

ENVIRONMENTAL LOCATOR MAP



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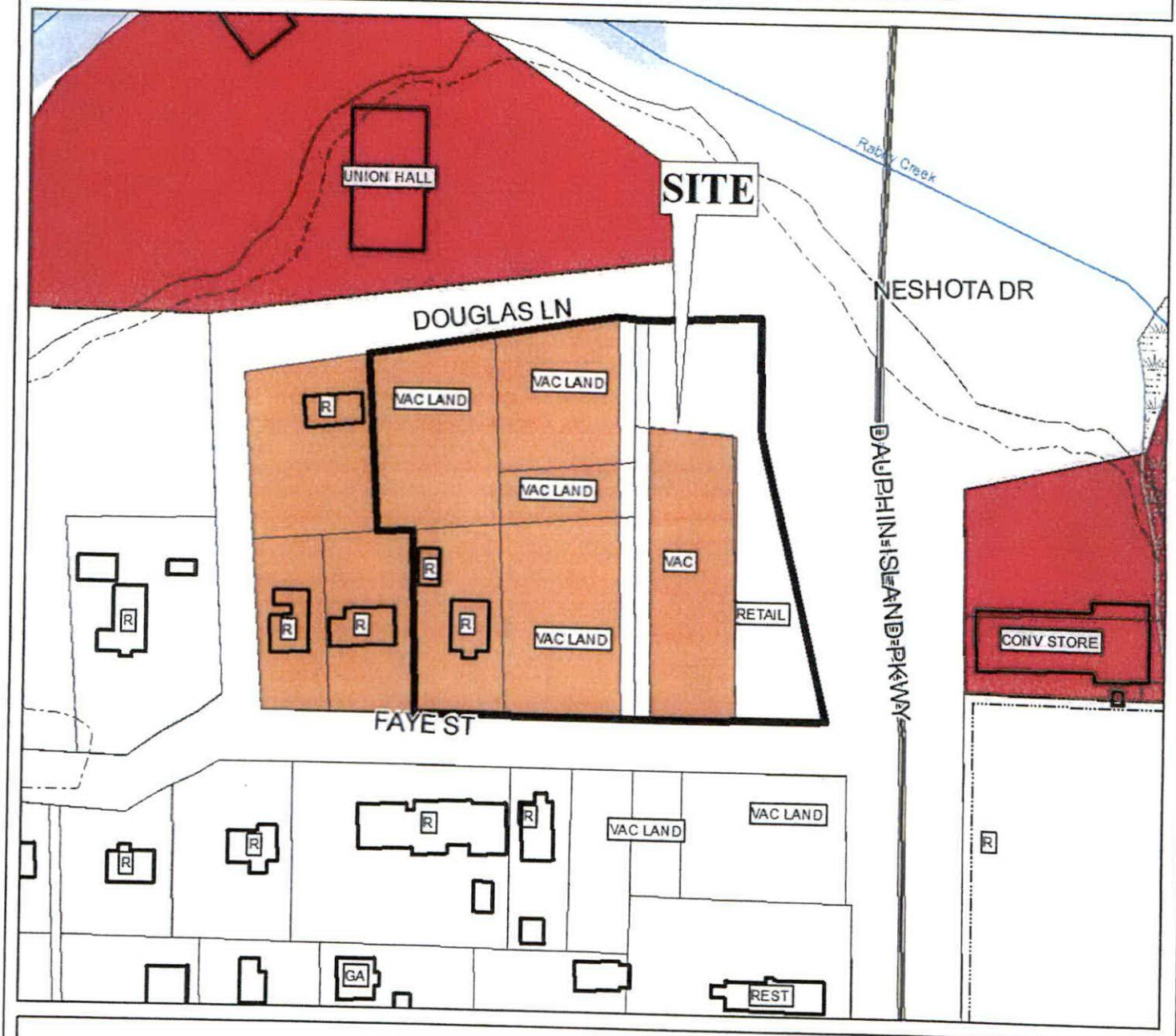
REQUEST Subdivision, Rezoning from R-1 and B-2 to B-2

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. A convenience store lies east of the site.

APPLICATION NUMBER 7 DATE August 18, 2022

APPLICANT Hakanson Subdivision, Block 2, Resubdivision of Lots 6, 7, 10, & 11 and Parcels A & B

REQUEST Subdivision, Rezoning from R-1 and B-2 to B-2

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by residential units. A convenience store lies east of the site.

APPLICATION NUMBER 7 DATE August 18, 2022

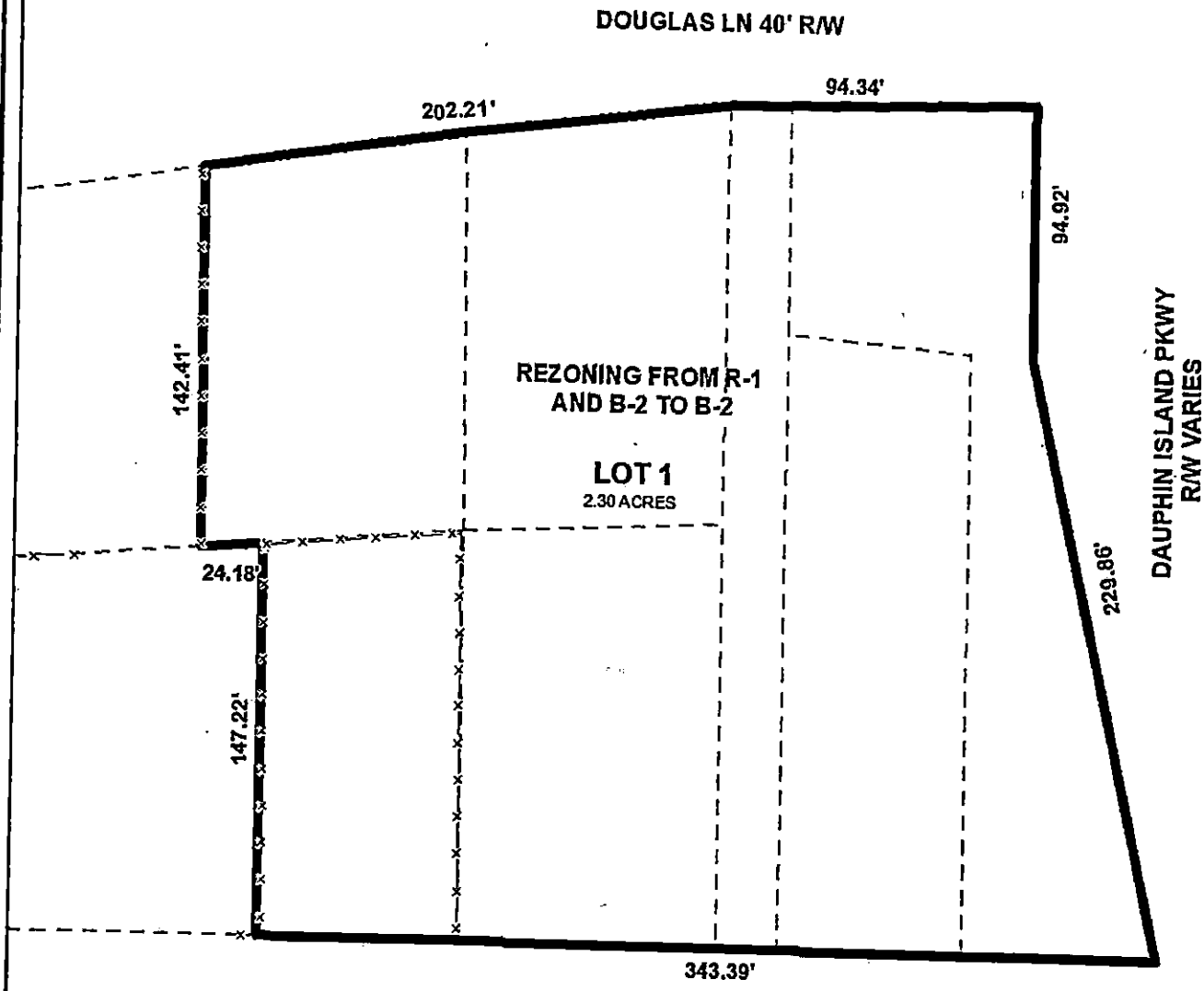
APPLICANT Hakanson Subdivision, Block 2, Resubdivision of Lots 6, 7, 10, & 11 and Parcels A & B

REQUEST Subdivision, Rezoning from R-1 and B-2 to B-2

N

NTS

SITE PLAN



The site plan illustrates

APPLICATION NUMBER 7 DATE August 18, 2022

APPLICANT Hakanson Subdivision, Block 2, Resubdivision of Lots 6, 7, 10, & 11 and Parcels A & B

REQUEST Subdivision, Rezoning from R-1 and B-2 to B-2

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:1/24/2023

Sponsored by:

Councilmember Jones

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	12/15/2022
packet 2	Cover Memo	12/19/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/15/2022 - 2:09 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 6712 Old Dobbin Drive North
(East terminus of Blue Ridge Boulevard, extending to the West terminus of Old Dobbin Drive North, the west terminus of Harness Way, the north terminus of Creekline Drive, and the north terminus of Valleydale Drive)

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 20, 2022, a public hearing will be held on the 24th day of January, 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 6712 Old Dobbin Drive North (East terminus of Blue Ridge Boulevard, extending to the West terminus of Old Dobbin Drive North, the west terminus of Harness Way, the north terminus of Creekline Drive, and the north terminus of Valleydale Drive) from R-1, Single Family Residential District, R-2, Two Family Residential District, and B-1, Buffer Business District to R-1, Single Family Residential District..

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

Lisa C. Lambert
City Clerk

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

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

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

PARCEL A:

COMMENCING AT A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 5 SOUTH RANGE 2 WEST, MOBILE COUNTY, ALABAMA WHERE IT IS INTERSECTED BY THE SOUTH RIGHT OF WAY LINE OF A 40 FOOT SERVICE ROAD SOUTH OF AND PARALLEL WITH COTTAGE HILL ROAD, SAID POINT BEING THE NORTHEAST CORNER OF ASHVILLE, UNIT ONE, ACCORDING TO PLAT RECORDED IN MAP BOOK 66 PAGE 111 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, RUN SOUTH 00 DEGREES 09 MINUTES 20 SECONDS WEST ALONG THE EASTERN BOUNDARY OF ASHVILLE, UNIT ONE 280.70 FEET TO A POINT; THENCE CONTINUING ALONG SAID EASTERN

BOUNDARY OF ASHVILLE, UNIT ONE RUN NORTH 89 DEGREES 18 MINUTES 55 SECONDS EAST 221.41 FEET TO A POINT; THENCE CONTINUING ALONG SAID EASTERN BOUNDARY RUN SOUTH 68 DEGREES 34 MINUTES 44 SECONDS EAST 130.86 FEET TO THE NORTHWEST CORNER OF CARRIAGE HILLS, UNIT TWO, ACCORDING TO PLAT RECORDED IN MAP BOOK 24, PAGE 92 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, SAID POINT BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE ALONG THE WESTERN BOUNDARY OF SAID CARRIAGE HILLS, UNIT TWO, RUN AS FOLLOWS: SOUTH 16 DEGREES 14 MINUTES 47 SECONDS WEST 111.93 FEET, SOUTH 22 DEGREES 30 MINUTES 13 SECONDS EAST 170.00 FEET, SOUTH 04 DEGREES 24 MINUTES 43 SECONDS EAST 109.05 FEET, SOUTH 17 DEGREES 08 MINUTES 07 SECONDS WEST 70.0 FEET, SOUTH 00 DEGREES 08 MINUTES 07 SECONDS WEST 665.10 FEET TO THE NORTHWEST CORNER OF CARRIAGE HILLS, UNIT FOUR, ACCORDING TO PLAT RECORDED IN MAP BOOK 26 PAGE 31 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE WESTERN BOUNDARY OF SAID CARRIAGE HILLS UNIT FOUR, RUN AS FOLLOWS: SOUTH 42 DEGREES 38 MINUTES 07 SECONDS WEST 158.00 FEET SOUTH 19 DEGREES 08 MINUTES 51 SECONDS WEST 32.09 FEET, SOUTH 11 DEGREES 06 MINUTES 39 SECONDS EAST 170.0 FEET, SOUTH 00 DEGREES 36 MINUTES 39 SECONDS EAST 250,0 FEET, SOUTH 21 DEGREES 36 MINUTES 39 SECONDS EAST 260 FEET, NORTH 69 DEGREES 08 MINUTES 38 SECONDS EAST 71.40 FEET, SOUTH 08 DEGREES 15 MINUTES 32 SECONDS WEST 225.00 FEET, SOUTH 04 DEGREES 45 MINUTES 32 SECONDS WEST 205.00 FEET TO THE SOUTHWEST CORNER OF SAID CARRIAGE HILLS, UNIT FOUR; THENCE ALONG THE SOUTHERN BOUNDARY OF SAID CARRIAGE HILLS, UNIT FOUR, RUN SOUTH 71 DEGREES 14 MINUTES 28 SECONDS EAST 170,00 FEET TO THE NORTHWEST CORNER OF CARRIAGE HILLS, UNIT FIVE ACCORDING TO PLAT RECORDED IN MAP BOOK 26 PAGE 51 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY ALABAMA; THENCE ALONG THE WESTERN BOUNDARY OF SAID CARRIAGE HILLS, UNIT FIVE, RUN SOUTH 39 DEGREES 05 MINUTES 43 SECONDS EAST 44.49 FEET TO THE NORTHWEST CORNER OF CARRIAGE HILLS, UNIT SIX ACCORDING TO PLAT RECORDED IN MAP BOOK 26 PAGE 109 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE WESTERN BOUNDARY OF SAID CARRIAGE HILLS, UNIT SIX, RUN AS FOLLOWS: SOUTH 35 DEGREES 47 MINUTES 57 SECONDS WEST 344.67 FEET, SOUTH 82 DEGREES 11 MINUTES 57 SECONDS WEST 84.95 FEET, SOUTH 00 DEGREES 12 MINUTES 03 SECONDS EAST 750.00 FEET, SOUTH 13 DEGREES 00 MINUTE 57 SECONDS WEST 215.05 FEET TO THE NORTHEAST CORNER OF CHELSEA, UNIT TWO, ACCORDING TO PLAT RECORDED IN MAP BOOK 58 PAGE 121 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE NORTHERN BOUNDARY OF SAID CHELSEA, UNIT TWO RUN AS FOLLOWS; NORTH 67 DEGREES 58 MINUTES 45 SECONDS WEST 23.28 FEET, SOUTH 73 DEGREES 23 MINUTE 36 SECONDS WEST 37.80 FEET, SOUTH 88 DEGREES 01 MINUTES 28 SECONDS WEST 100.40 FEET, NORTH 78 DEGREES 17 MINUTES 13 SECONDS WEST 38.00 FEET, SOUTH 73 DEGREES 35 MINUTES 25 SECONDS \VEST 45.53 FEET, SOUTH 83 DEGREES 56 MINUTES 56 SECONDS WEST 82.26 FEET, SOUTH 80 DEGREES 05

MINUTES 10 SECONDS WEST 84.51 FEET, SOUTH 77 DEGREES 36 MINUTES 42 SECONDS WEST 96.74 FEET, SOUTH 69 DEGREES 00 MINUTES 48 SECONDS WEST 145.45 FEET, NORTH 66 DEGREES 00 MINUTES 52 SECONDS WEST 87.50 FEET, NORTH 70 DEGREES 01 MINUTES 43 SECONDS WEST 28.57 FEET, SOUTH 80 DEGREES 43 MINUTES 13 SECONDS WEST 55.18 FEET, SOUTH 44 DEGREES 07 MINUTES 19 SECONDS WEST 42.54 FEET, SOUTH 70 DEGREES 36 MINUTES 08 SECONDS WEST 149.28 FEET, SOUTH 44 DEGREES 56 MINUTES 38 SECONDS WEST 250 FEET, MORE OR LESS TO THE CENTER OF MILKHOUSE CREEK; THENCE ALONG THE MEANDERING OF SAID CENTER OF MILKHOUSE CREEK RUN NORTHWARDLY 1350 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF SHADOW CREEK, ACCORDING TO PLAT RECORDED IN MAP BOOK 84 PAGE 40 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE EASTERN BOUNDARY OF SAID SHADOW CREEK, SAID EASTERN BOUNDARY BEING THE CENTER OF MILKHOUSE CREEK RUN NORTHWARDLY 200 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SHADOW CREEK, SAID CORNER BEING THE SOUTHEAST CORNER OF CHARLESTON OAKS, UNIT FOUR, ACCORDING TO THE PLAT RECORDED IN MAP BOOK 52 PAGE 77 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE EASTERN BOUNDARY OF SAID CHARLESTON OAKS, UNIT FOUR SAID EASTERN BOUNDARY BEING THE CENTER OF MILKHOUSE CREEK RUN NORTHWARDLY 620 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF SAID CHARLESTON OAKS, UNIT FOUR, SAID POINT BEING THE SOUTHEAST CORNER OF CHARLESTON OAKS, UNIT FIVE ACCORDING TO PLAT RECORDED IN MAP BOOK 53 PAGE 31 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE EASTERN BOUNDARY OF CHARLESTON OAKS, UNIT FIVE, SAID EASTERN BOUNDARY BEING THE CENTER OF MILKHOUSE CREEK, RUN NORTHWARDLY 1670 FEET MORE OR LESS, TO THE NORTHEAST CORNER OF SAID CHARLESTON OAKS, UNIT FIVE, SAID POINT BEING ON THE NORTH LINE THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 5 TOWNSHIP 5 SOUTH RANGE 2 WEST; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5 TOWNSHIP 5 SOUTH RANGE 2 WEST, RUN SOUTH 89 DEGREES 50 MINUTES 05 SECONDS EAST 843. 76 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5, TOWNSHIP 5 SOUTH, RANGE 2 WEST; THENCE ALONG THE EAST LINE RUN NORTH 00 DEGREES 09 MINUTES 20 SECONDS WEST 25.00 FEET TO A POINT; THENCE RUN NORTH 89 DEGREES 50 MINUTES 05 SECONDS WEST 451 FEET, MORE OR LESS TO THE CENTER OF MILKHOUSE CREEK; THENCE ALONG SAID CENTER OF MILKHOUSE CREEK RUN NORTHWARDLY 344 FEET, MORE OR LESS TO A POINT THAT WOULD BE A WESTWARD EXTENSION OF THE SOUTHERN BOUNDARY OF THE AFOREMENTIONED ASHVILLE, UNIT ONE; THENCE ALONG SAID EXTENSION AND ALONG SAID SOUTHERN BOUNDARY OF ASHVILLE, UNIT ONE, RUN NORTH 76 DEGREES 18 MINUTES 45 SECONDS EAST 404 FEET MORE OR LESS TO A POINT; THENCE CONTINUING ALONG SAID SOUTHERN BOUNDARY OF ASHVILLE, UNIT ONE RUN NORTH 85 DEGREES 48 MINUTES 45 SECONDS EAST 238.07 FEET TO A POINT; THENCE ALONG THE SOUTHEASTERN BOUNDARY OF ASHVILLE, UNIT ONE,

RUN AS FOLLOWS: NORTH 38 DEGREES 35 MINUTES 05 SECONDS EAST 150.00 FEET, NORTH 34 DEGREES 37 MINUTES 21 SECONDS EAST 50.12 FEET, NORTH 43 DEGREES 05 MINUTES 05 SECONDS EAST 165.00 FEET, NORTH 51 DEGREES 09 MINUTES 25 SECONDS EAST 170.38 FEET TO THE POINT OF BEGINNING.

PARCEL B:

COMMENCE AT THE SOUTHWEST COMER OF SECTION 8, TOWNSHIP 5, RANGE 2 WEST, ST. STEPHENS MERIDIAN AND RUN SOUTH 89 DEGREES 33 MINUTES 29 SECONDS EAST , FOR A DISTANCE OF 1330.59 FEET FOR A POINT OF BEGINNING; THENCE RUN NORTH 00 DEGREES 12 MINUTES 50 SECONDS WEST, 3050.01 FEET; THENCE RUN NORTHEASTWARDLY 380 FEET, MORE OR LESS, THENCE RUN NORTHWARDLY 830 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF UNO SUBDIVISION, PHASE ONE AS SHOWN BY MAP OR PLAT THEREOF RECORDED IN MAP BOOK 121, PAGE 22; THENCE RUN SOUTH 88 DEGREES 02 MINUTES 54 SECONDS WEST, 63.01 FEET; THENCE RUN NORTH 00 DEGREES 12 MINUTES 28 SECONDS EAST, 276.71 FEET; THENCE RUN SOUTH 88 DEGREES 47 MINUTES 57 SECONDS EAST, ALONG THE SOUTH MARGIN OF SHADOW CREEK SUBDIVISION, AS SHOWN ON MAP OR PLAT THEREOF RECORDED IN MAP BOOK 84, PAGE 40, FOR A DISTANCE OF 615 FEET, MORE OR LESS TO A POINT IN THE CENTER OF MILKHOUSE CREEK; THENCE RUN SOUTHWARDLY ALONG THE CENTERLINE OF THE MEANDERINGS OF MILKHOUSE CREEK A DISTANCE OF 1350 MORE OR LESS, TO A POINT ON THE NORTH BOUNDARY OF CHELSEA SUBDIVISION, UNIT TWO, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT MAP BOOK 58, PAGE 121, THENCE RUN SOUTH 44 DEGREES 56 MINUTES 38 SECONDS WEST, A DISTANCE OF 42 FEET, MORE OR LESS, THENCE RUN SOUTH 17 DEGREES 28 MINUTES 54 SECONDS EAST, ALONG THE WEST LINE OF SAID CHELSEA SUBDIVISION, UNIT TWO AND ALSO CHELSEA SUBDIVISION, UNIT ONE, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT MAP BOOK 39, PAGE 82, FOR A DISTANCE OF 890.57 FEET, THENCE RUN SOUTH 14 DEGREES 34 MINUTES 24 SECONDS EAST, A DISTANCE OF 169.91 FEET; THENCE RUN SOUTH 04 DEGREES 54 MINUTES 01 SECONDS WEST, A DISTANCE OF 430.02 FEET, THENCE RUN SOUTH 16 DEGREES 37 MINUTES 54 SECONDS EAST, A DISTANCE OF 659.14 FEET; THENCE RUU SOUTH 25 DEGREES 35 MINUTES 52 SECONDS EAST, A DISTANCE 405.03 FEET; THENCE RUN SOUTH 39 DEGREES 35 MINUTES 49 SECONDS EAST, A DISTANCE OF 200.01 FEET; THENCE RUN SOUTH 00 DEGREES 35 MINUTES 58 SECONDS EAST, A DISTANCE OF 360.02 FEET; THENCE RUN SOUTH 20 DEGREES 42 MINUTES 15 SECONDS EAST, A DISTANCE OF 278.19 FEET; THENCE RUN SOUTH 56 DEGREES 34 MINUTES 43 SECONDS, A DISTANCE OF 412.01 FEET, THENCE RUN NORTH 89 DEGREES 33 MINUTES 29 SECONDS, A DISTANCE OF 1673.23 FEET TO THE POINT OF BEGINNING.

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

Residential District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a R-1, Single Family Residential District until all of the conditions set forth below have been complied with: 1) Full compliance with the Engineering Comments (Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). 2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. 3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. 4. Each Lot Owner shall be required to submit a Single-Family Residential Affidavit application with the initial construction of a single-family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area. 5. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. 6. 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. 7. 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. 8. The proposed development must comply with all Engineering Department design requirements and Policy Letters.); and, 2) full compliance with all municipal codes and ordinances.

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

AN ORDINANCE 2022

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

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

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

PARCEL A:

COMMENCING AT A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 5 SOUTH RANGE 2 WEST, MOBILE COUNTY, ALABAMA WHERE IT IS INTERSECTED BY THE SOUTH RIGHT OF WAY LINE OF A 40 FOOT SERVICE ROAD SOUTH OF AND PARALLEL WITH COTTAGE HILL ROAD, SAID POINT BEING THE NORTHEAST CORNER OF ASHVILLE, UNIT ONE, ACCORDING TO PLAT RECORDED IN MAP BOOK 66 PAGE 111 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, RUN SOUTH 00 DEGREES 09 MINUTES 20 SECONDS WEST ALONG THE EASTERN BOUNDARY OF ASHVILLE, UNIT ONE 280.70 FEET TO A POINT; THENCE CONTINUING ALONG SAID EASTERN BOUNDARY OF ASHVILLE, UNIT ONE RUN NORTH 89 DEGREES 18 MINUTES 55 SECONDS EAST 221.41 FEET TO A POINT; THENCE CONTINUING ALONG SAID EASTERN BOUNDARY RUN SOUTH 68 DEGREES 34 MINUTES 44 SECONDS EAST 130.86 FEET TO THE NORTHWEST CORNER OF CARRIAGE HILLS, UNIT TWO, ACCORDING TO PLAT RECORDED IN MAP BOOK 24, PAGE 92 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, SAID POINT BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE ALONG THE WESTERN BOUNDARY OF SAID CARRIAGE HILLS, UNIT TWO, RUN AS FOLLOWS: SOUTH 16 DEGREES 14 MINUTES 47 SECONDS WEST 111.93 FEET, SOUTH 22 DEGREES 30 MINUTES 13 SECONDS EAST 170.00 FEET, SOUTH 04 DEGREES 24 MINUTES 43 SECONDS EAST 109.05 FEET, SOUTH 17 DEGREES 08 MINUTES 07 SECONDS WEST 70.0 FEET, SOUTH 00 DEGREES 08 MINUTES

07 SECONDS WEST 665.10 FEET TO THE NORTHWEST CORNER OF CARRIAGE HILLS, UNIT FOUR, ACCORDING TO PLAT RECORDED IN MAP BOOK 26 PAGE 31 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE WESTERN BOUNDARY OF SAID CARRIAGE HILLS UNIT FOUR, RUN AS FOLLOWS: SOUTH 42 DEGREES 38 MINUTES 07 SECONDS WEST 158.00 FEET SOUTH 19 DEGREES 08 MINUTES 51 SECONDS WEST 32.09 FEET, SOUTH 11 DEGREES 06 MINUTES 39 SECONDS EAST 170.0 FEET, SOUTH 00 DEGREES 36 MINUTES 39 SECONDS EAST 250,0 FEET, SOUTH 21 DEGREES 36 MINUTES 39 SECONDS EAST 260 FEET, NORTH 69 DEGREES 08 MINUTES 38 SECONDS EAST 71.40 FEET, SOUTH 08 DEGREES 15 MINUTES 32 SECONDS WEST 225.00 FEET, SOUTH 04 DEGREES 45 MINUTES 32 SECONDS WEST 205.00 FEET TO THE SOUTHWEST CORNER OF SAID CARRIAGE HILLS, UNIT FOUR; THENCE ALONG THE SOUTHERN BOUNDARY OF SAID CARRIAGE HILLS, UNIT FOUR, RUN SOUTH 71 DEGREES 14 MINUTES 28 SECONDS EAST 170,00 FEET TO THE NORTHWEST CORNER OF CARRIAGE HILLS, UNIT FIVE ACCORDING TO PLAT RECORDED IN MAP BOOK 26 PAGE 51 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY ALABAMA; THENCE ALONG THE WESTERN BOUNDARY OF SAID CARRIAGE HILLS, UNIT FIVE, RUN SOUTH 39 DEGREES 05 MINUTES 43 SECONDS EAST 44.49 FEET TO THE NORTHWEST CORNER OF CARRIAGE HILLS, UNIT SIX ACCORDING TO PLAT RECORDED IN MAP BOOK 26 PAGE 109 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE WESTERN BOUNDARY OF SAID CARRIAGE HILLS, UNIT SIX, RUN AS FOLLOWS: SOUTH 35 DEGREES 47 MINUTES 57 SECONDS WEST 344.67 FEET, SOUTH 82 DEGREES 11 MINUTES 57 SECONDS WEST 84.95 FEET, SOUTH 00 DEGREES 12 MINUTES 03 SECONDS EAST 750.00 FEET, SOUTH 13 DEGREES 00 MINUTE 57 SECONDS WEST 215.05 FEET TO THE NORTHEAST CORNER OF CHELSEA, UNIT TWO, ACCORDING TO PLAT RECORDED IN MAP BOOK 58 PAGE 121 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE NORTHERN BOUNDARY OF SAID CHELSEA, UNIT TWO RUN AS FOLLOWS; NORTH 67 DEGREES 58 MINUTES 45 SECONDS WEST 23.28 FEET, SOUTH 73 DEGREES 23 MINUTE 36 SECONDS WEST 37.80 FEET, SOUTH 88 DEGREES 01 MINUTES 28 SECONDS WEST 100.40 FEET, NORTH 78 DEGREES 17 MINUTES 13 SECONDS WEST 38.00 FEET, SOUTH 73 DEGREES 35 MINUTES 25 SECONDS \VEST 45.53 FEET, SOUTH 83 DEGREES 56 MINUTES 56 SECONDS WEST 82.26 FEET, SOUTH 80 DEGREES 05 MINUTES 10 SECONDS WEST 84.51 FEET, SOUTH 77 DEGREES 36 MINUTES 42 SECONDS WEST 96.74 FEET, SOUTH 69 DEGREES 00 MINUTES 48 SECONDS WEST 145.45 FEET, NORTH 66 DEGREES 00 MINUTES 52 SECONDS WEST 87.50 FEET, NORTH 70 DEGREES 01 MINUTES 43 SECONDS WEST 28.57 FEET, SOUTH 80 DEGREES 43 MINUTES 13 SECONDS WEST 55.18 FEET, SOUTH 44 DEGREES 07 MINUTES 19 SECONDS WEST 42.54 FEET, SOUTH 70 DEGREES 36 MINUTES 08 SECONDS WEST 149.28 FEET, SOUTH 44 DEGREES

56 MINUTES 38 SECONDS WEST 250 FEET, MORE OR LESS TO THE CENTER OF MILKHOUSE CREEK; THENCE ALONG THE MEANDERING OF SAID CENTER OF MILKHOUSE CREEK RUN NORTHWARDLY 1350 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF SHADOW CREEK, ACCORDING TO PLAT RECORDED IN MAP BOOK 84 PAGE 40 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE EASTERN BOUNDARY OF SAID SHADOW CREEK, SAID EASTERN BOUNDARY BEING THE CENTER OF MILKHOUSE CREEK RUN NORTHWARDLY 200 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SHADOW CREEK, SAID CORNER BEING THE SOUTHEAST CORNER OF CHARLESTON OAKS, UNIT FOUR, ACCORDING TO THE PLAT RECORDED IN MAP BOOK 52 PAGE 77 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE EASTERN BOUNDARY OF SAID CHARLESTON OAKS, UNIT FOUR SAID EASTERN BOUNDARY BEING THE CENTER OF MILKHOUSE CREEK RUN NORTHWARDLY 620 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF SAID CHARLESTON OAKS, UNIT FOUR, SAID POINT BEING THE SOUTHEAST CORNER OF CHARLESTON OAKS, UNIT FIVE ACCORDING TO PLAT RECORDED IN MAP BOOK 53 PAGE 31 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE EASTERN BOUNDARY OF CHARLESTON OAKS, UNIT FIVE, SAID EASTERN BOUNDARY BEING THE CENTER OF MILKHOUSE CREEK, RUN NORTHWARDLY 1670 FEET MORE OR LESS, TO THE NORTHEAST CORNER OF SAID CHARLESTON OAKS, UNIT FIVE, SAID POINT BEING ON THE NORTH LINE THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 5 TOWNSHIP 5 SOUTH RANGE 2 WEST; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5 TOWNSHIP 5 SOUTH RANGE 2 WEST, RUN SOUTH 89 DEGREES 50 MINUTES 05 SECONDS EAST 843. 76 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5, TOWNSHIP 5 SOUTH, RANGE 2 WEST; THENCE ALONG THE EAST LINE RUN NORTH 00 DEGREES 09 MINUTES 20 SECONDS WEST 25.00 FEET TO A POINT; THENCE RUN NORTH 89 DEGREES 50 MINUTES 05 SECONDS WEST 451 FEET, MORE OR LESS TO THE CENTER OF MILKHOUSE CREEK; THENCE ALONG SAID CENTER OF MILKHOUSE CREEK RUN NORTHWARDLY 344 FEET, MORE OR LESS TO A POINT THAT WOULD BE A WESTWARD EXTENSION OF THE SOUTHERN BOUNDARY OF THE AFOREMENTIONED ASHVILLE, UNIT ONE; THENCE ALONG SAID EXTENSION AND ALONG SAID SOUTHERN BOUNDARY OF ASHVILLE, UNIT ONE, RUN NORTH 76 DEGREES 18 MINUTES 45 SECONDS EAST 404 FEET MORE OR LESS TO A POINT; THENCE CONTINUING ALONG SAID SOUTHERN BOUNDARY OF ASHVILLE, UNIT ONE RUN NORTH 85 DEGREES 48 MINUTES 45 SECONDS EAST 238.07 FEET TO A POINT; THENCE ALONG THE SOUTHEASTERN BOUNDARY OF ASHVILLE, UNIT ONE, RUN AS FOLLOWS: NORTH 38 DEGREES 35 MINUTES 05

SECONDS EAST 150.00 FEET, NORTH 34 DEGREES 37 MINUTES 21 SECONDS EAST 50.12 FEET, NORTH 43 DEGREES 05 MINUTES 05 SECONDS EAST 165.00 FEET, NORTH 51 DEGREES 09 MINUTES 25 SECONDS EAST 170.38 FEET TO THE POINT OF BEGINNING.

PARCEL B:

COMMENCE AT THE SOUTHWEST COMER OF SECTION 8, TOWNSHIP 5, RANGE 2 WEST, ST. STEPHENS MERIDIAN AND RUN SOUTH 89 DEGREES 33 MINUTES 29 SECONDS EAST , FOR A DISTANCE OF 1330.59 FEET FOR A POINT OF BEGINNING; THENCE RUN NORTH 00 DEGREES 12 MINUTES 50 SECONDS WEST, 3050.01 FEET; THENCE RUN NORTHEASTWARDLY 380 FEET, MORE OR LESS, THENCE RUN NORTHWARDLY 830 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF UNO SUBDIVISION, PHASE ONE AS SHOWN BY MAP OR PLAT THEREOF RECORDED IN MAP BOOK 121, PAGE 22; THENCE RUN SOUTH 88 DEGREES 02 MINUTES 54 SECONDS WEST, 63.01 FEET; THENCE RUN NORTH 00 DEGREES 12 MINUTES 28 SECONDS EAST, 276.71 FEET; THENCE RUN SOUTH 88 DEGREES 47 MINUTES 57 SECONDS EAST, ALONG THE SOUTH MARGIN OF SHADOW CREEK SUBDIVISION, AS SHOWN ON MAP OR PLAT THEREOF RECORDED IN MAP BOOK 84, PAGE 40, FOR A DISTANCE OF 615 FEET, MORE OR LESS TO A POINT IN THE CENTER OF MILKHOUSE CREEK; THENCE RUN SOUTHWARDLY ALONG THE CENTERLINE OF THE MEANDERINGS OF MILKHOUSE CREEK A DISTANCE OF 1350 MORE OR LESS, TO A POINT ON THE NORTH BOUNDARY OF CHELSEA SUBDIVISION, UNIT TWO, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT MAP BOOK 58, PAGE 121, THENCE RUN SOUTH 44 DEGREES 56 MINUTES 38 SECONDS WEST, A DISTANCE OF 42 FEET, MORE OR LESS, THENCE RUN SOUTH 17 DEGREES 28 MINUTES 54 SECONDS EAST, ALONG THE WEST LINE OF SAID CHELSEA SUBDIVISION, UNIT TWO AND ALSO CHELSEA SUBDIVISION, UNIT ONE, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT MAP BOOK 39, PAGE 82, FOR A DISTANCE OF 890.57 FEET, THENCE RUN SOUTH 14 DEGREES 34 MINUTES 24 SECONDS EAST, A DISTANCE OF 169.91 FEET; THENCE RUN SOUTH 04 DEGREES 54 MINUTES 01 SECONDS WEST, A DISTANCE OF 430.02 FEET, THENCE RUN SOUTH 16 DEGREES 37 MINUTES 54 SECONDS EAST, A DISTANCE OF 659.14 FEET; THENCE RUU SOUTH 25 DEGREES 35 MINUTES 52 SECONDS EAST, A DISTANCE 405.03 FEET; THENCE RUN SOUTH 39 DEGREES 35 MINUTES 49 SECONDS EAST, A DISTANCE OF 200.01 FEET; THENCE RUN SOUTH 00 DEGREES 35 MINUTES 58 SECONDS EAST, A DISTANCE OF 360.02 FEET; THENCE RUN SOUTH 20 DEGREES 42 MINUTES 15 SECONDS EAST, A DISTANCE OF 278.19 FEET; THENCE RUN SOUTH 56 DEGREES 34 MINUTES 43 SECONDS, A DISTANCE OF 412.01 FEET, THENCE RUN NORTH 89 DEGREES 33 MINUTES 29 SECONDS, A DISTANCE OF 1673.23 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from **R-1, Single Family Residential District, R-2, Two Family Residential District, and B-1, Buffer Business District to R-1, Single Family Residential District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **R-1, Single Family Residential District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **R-1, Single Family Residential District** until all of the conditions set forth below have been complied with: **1) Full compliance with the Engineering Comments** (***Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). 2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. 3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. 4. Each Lot Owner shall be required to submit a Single-Family Residential Affidavit application with the initial construction of a single-family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area. 5. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. 6. 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. 7. 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. 8. The proposed development must comply with all Engineering Department design requirements and Policy Letters.)***; **and, 2) full compliance with all municipal codes and ordinances.**

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

Adopted:

_____

Lisa Lambert, City Clerk

Benchmark Homes Group, LLC
6712 Old Dobbin Drive North
(East terminus of Blue Ridge Boulevard, extending to the West terminus of Old Dobbin Drive North, the West terminus of Harness Way, the North terminus of Creekline Drive, and the North terminus of Valleydale Drive)
Council District 6
Scott Jones

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 24th day of January, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 23rd day of December, 2022 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **6712 Old Dobbin Drive North** (East terminus of Blue Ridge Boulevard, extending to the West terminus of Old Dobbin Drive North, the West terminus of Harness Way, the North terminus of Creekline Drive, and the North terminus of Valleydale Drive).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-1, Single Family Residential District, R-2, Two Family Residential District, and B-1, Buffer Business District to R-1, Single Family Residential District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **R-1** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **R-1** districts until the following conditions have been complied with: **1) Full compliance with the Engineering Comments** ***(Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). 2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. 3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. 4. Each Lot Owner shall be required to submit a Single-Family Residential Affidavit application with the initial construction of a single-family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area. 5. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. 6. 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. 7. 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. 8. The proposed development must comply with all Engineering Department design requirements and Policy Letters.); **and, 2) full compliance with all municipal codes and ordinances.**

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

BENCHMARK HOMES GROUP, LLC
2212 MAIN STREET
DAPHNE, AL 36526
251-473-8600

3441
85-136/653

DATE 12-1-22

PAY TO THE ORDER OF City of Mobile $ 1,125.60

Eleven Hundred Twenty-Five & 60/100 DOLLARS

Security features included. Details on back.

Merchants & Marine Bank MandMBank.com

MEMO ZON-002157-2022

Robin L. Light MP

Main Street Traditional Pink

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

December 12, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of September 1, 2022 considered the request of **Benchmark Homes Group, LLC** for a change in zoning from **R-1, Single Family Residential District, R-2, Two Family Residential District, and B-1, Buffer Business District to R-1, Single Family Residential District** for the property located at **6712 Old Dobbin Drive North** (East terminus of Blue Ridge Boulevard, extending to the West terminus of Old Dobbin Drive North, the West terminus of Harness Way, the North terminus of Creekline Drive, and the North terminus of Valleydale Drive).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) Full compliance with the Engineering Comments (*Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). 2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. 3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. 4. Each Lot Owner shall be required to submit a Single-Family Residential Affidavit application with the initial construction of a single-family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area. 5. A 25' riparian buffer may be required, during***

***development, along the edge of anything considered by ADEM to be a water of the state. 6. 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. 7. 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. 8. The proposed development must comply with all Engineering Department design requirements and Policy Letters.)*; **and, 2) full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

September 6, 2022

Trey Jinright
Jade Consulting, LLC
P.O. Box 1929
Fairhope, Alabama 36532

Re: **6712 Old Dobbin Drive North**
(East terminus of Blue Ridge Boulevard, extending to the West terminus of Old Dobbin Drive North, the West terminus of Harness Way, the North terminus of Creekline Drive, and the North terminus of Valleydale Drive).
Council District 6
ZON-002157-2022 (Rezoning)
Benchmark Homes Group, LLC
Rezoning from R-1, Single Family Residential District, R-2, Two Family Residential District, and B-1, Buffer Business District to R-1, Single Family Residential District.

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

At its meeting on September 1, 2022, the Planning Commission considered the above referenced Subdivision application.

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

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

As such, the Planning Commission voted to recommend Approval of the rezoning request to the City Council, subject to the following conditions:

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

City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. 4. Each Lot Owner shall be required to submit a Single-Family Residential Affidavit application with the initial construction of a single-family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area. 5. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. 6. 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. 7. 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. 8. The proposed development must comply with all Engineering Department design requirements and Policy Letters.); and,

2) full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is $1,125.60. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas

Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

August 19, 2022

PUBLIC HEARING NOTICE

Re: **6712 Old Dobbin Drive North**
(East terminus of Blue Ridge Boulevard, extending to the West terminus of Old Dobbin Drive North, the West terminus of Harness Way, the North terminus of Creekline Drive, and the North terminus of Valleydale Drive).
Council District 6
ZON-002157-2022 (Rezoning)
Benchmark Homes Group, LLC
Rezoning from R-1, Single Family Residential District, R-2, Two Family Residential District, and B-1, Buffer Business District to R-1, Single Family Residential District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, September 1, 2022, at 2:00 p.m.** to consider your above referenced application.

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

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

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, August 31, 2022,** to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION

August 19, 2022

PUBLIC HEARING NOTICE

Re: **6712 Old Dobbin Drive North**
(East terminus of Blue Ridge Boulevard, extending to the West terminus of Old Dobbin Drive North, the West terminus of Harness Way, the North terminus of Creekline Drive, and the North terminus of Valleydale Drive).
Council District 6
ZON-002157-2022 (Rezoning)
Benchmark Homes Group, LLC
Rezoning from R-1, Single Family Residential District, R-2, Two Family Residential District, and B-1, Buffer Business District to R-1, Single Family Residential District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, September 1, 2022, at 2:00 p.m.,** to consider the above referenced application.

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

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

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, August 31, 2022,** to allow adequate time for the Commission members to review the information.

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

ZON-002157-2022

Print Form

MOBILE CITY PLANNING COMMISSION

Mailing Address:
Urban Development Department
Planning Section
P O Box 1827
Mobile, Alabama 36633
Phone: (251) 208-5895; Fax: (251) 208-5896

Location
Mobile Government Plaza
205 Government Street
Third Floor - South Tower
Mobile, AL 36644

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

Type of Application and Fees:

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

☐ **Planning Approval** $ 150.00 (non-profit $ 50.00)

☐ **Planned Unit Development** $ 150.00

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

1. Applicant: Benchmark Homes Group LLC
(if other than owner, must furnish written authorization from owner)
Full Address: 1290 Main St., Ste. E, Daphne, AL 36526
Telephone: 251-421-2467

2. Owner: Benchmark Homes Group, LLC
(Submit evidence, such as deed or tax assessment, that the above person clearly has right of possession to the land area and any structures thereon)

3. Attach a brief description of property location. See attached

4. Attach a copy of the legal description and parcel number of the property in question. See attached
(Parcel Number)

5. Present Zoning: See attached Proposed Zoning: R-1

6. Area of property, sq. ft. or acres: 83.9 AC

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

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

9. **Planned Unit Development applications:** attach a statement describing the PUD ownership, and copies of agreements or covenants proposed to govern the PUD (see Section 64-5.D.2.a. for other required documentation).

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

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

12. **LABELS AND NOTIFICATION REQUIREMENTS:** 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).

13. **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.

DATE 7/30/2022 APPLICANT'S SIGNATURE: [signature]

Form 150LU008, Jan 2011

JADE CONSULTING JINRIGHT & ASSOCIATES DEVELOPMENT ENGINEERS

LETTER OF TRANSMITTAL

TO: City of Mobile
Mobile Government Plaza
205 Government St., 3rd Floor
Mobile, AL 36644
251-208-5895

FROM: Perry C. "Trey" Jinright, III, PE

DATE: August 1, 2022

REFERENCE NO.: BENCH – 1639

RE: Benchmark Homes Group, LLC

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ AS REQUESTED ☒ FOR APPROVAL ☒ FOR YOUR FILES

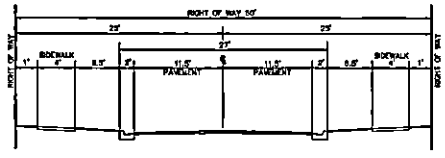
Enclosed please find the following documents for Rezone Approval:

1. Rezone Narrative

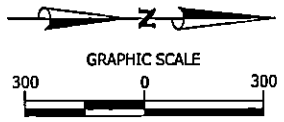
Appendix A	Rezoning Application
Appendix B	Proof of Ownership (Tax Assessors Report)
Appendix C	Adjacent Property Owners Map, List & 5160 Labels
Appendix D	Utility Will Serve Letters
Appendix E	Legal Description
Appendix F	Conceptual Site and Phasing Plan

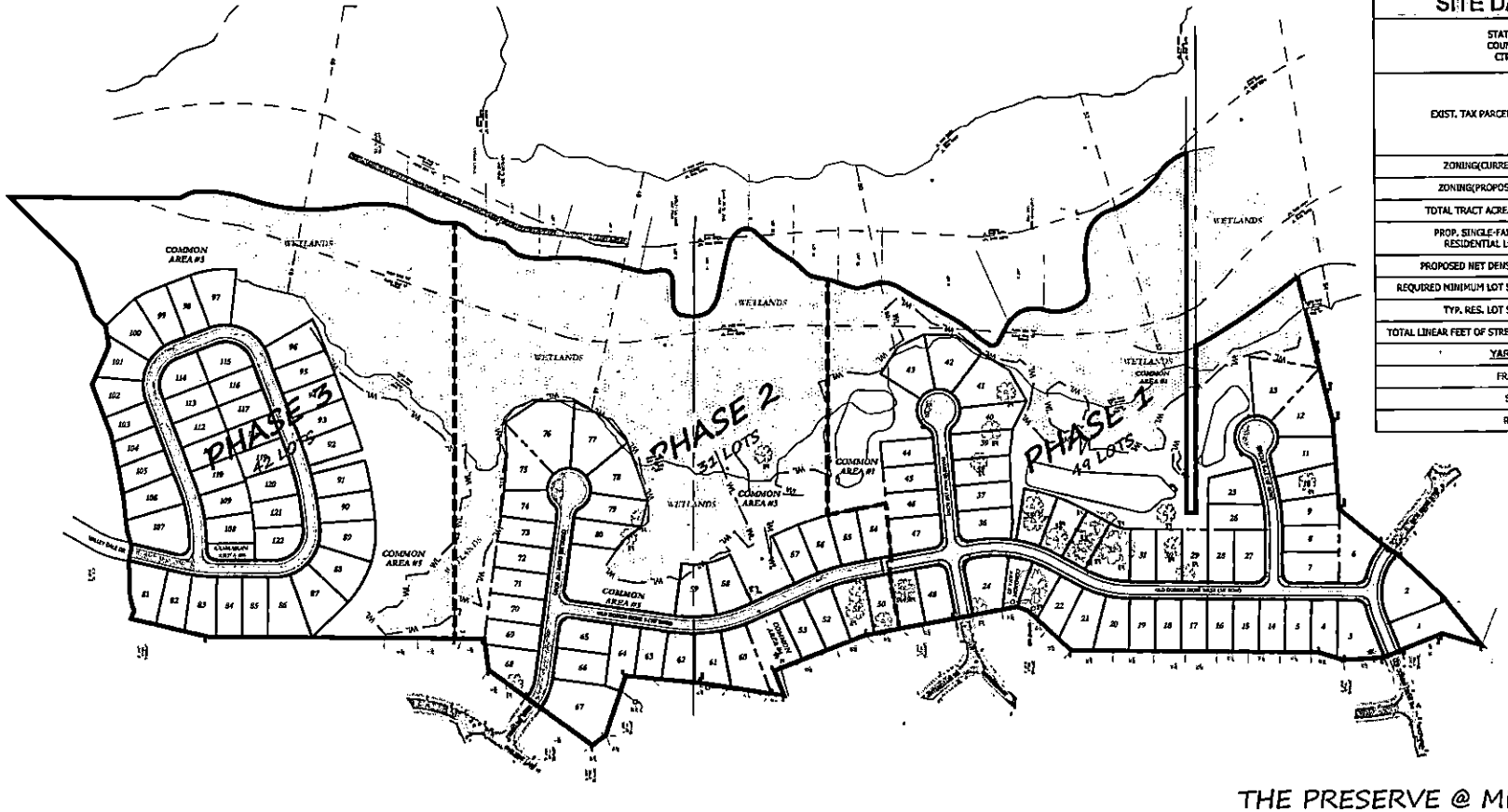
JADE CONSULTING
Jinright & Associates Development Engineers
208 Greene Road North Fairhope, Alabama 36532
P.O. Box 1929 Fairhope, Alabama 36533
251.928.3443(tel) 251.928.3465(fax)
jadeng@aol.com

DATE: 07/28/2022



TYPICAL ROADWAY SECTION





SITE DATA TABLE	
STATE OF ALABAMA COUNTY OF MOBILE CITY OF MOBILE	
EXIST. TAX PARCEL ID:	R023303054001030 R023303053000001.042 R023303053000007.013 R023303053000007 R023303054001030.02 R023303082000001 R023303081003046
ZONING(CURRENT):	SPLIT ZONED B-1, R-1, & R-2
ZONING(PROPOSED):	R-1
TOTAL TRACT ACREAGE:	±83.9 AC
PROP. SINGLE-FAMILY RESIDENTIAL LOTS:	122 LOTS
PROPOSED NET DENSITY:	1.45 UNITS/AC
REQUIRED MINIMUM LOT SIZE:	7,200 SF
TYP. RES. LOT SIZE:	70'x140' = 9,800 SF
TOTAL LINEAR FEET OF STREETS:	± 6,050 LF
YARD SETBACKS:	
FRONT:	25'
SIDE:	8' / 20' (CORNER LOT)
REAR:	8'

THE PRESERVE @ MILKHOUSE CREEK

CONCEPTUAL SITE & PHASING PLAN
PROPOSED SINGLE-FAMILY RESIDENTIAL DEVELOPMENT
OLD DOBBIN DRIVE
MOBILE, AL

R023303053000001.021
AFZALIRAD ALI & CHARITY MASON
6758 BILTMORE CT
MOBILE, AL 36695

R023303081003016.000
ANGELIDIS ALEXANDER PAUL &
RENEE J LLAUGET
2816 GASLIGHT LN W
MOBILE, AL 36695

R023303053000001.040
ASHEVILLE HOMEOWNERS
ASSOCIATION INC A CORPORATION
PO BOX 9291
MOBILE, AL 36691

R023303081002073.000
BEASLEY KYLE
2813 GASLIGHT LN W
MOBILE, AL 36695

R023303081002072.000
BETHUNE GEORGE E & TYRONNDA
1321 TOMOKA TOWN CENTER DR
APT 110
DAYTONA BEACH, FL 32117

R023303081003018.000
BOSCO RICHARD A
2824 GASLIGHT LN W
MOBILE, AL 36695

R023303082000001.006
BROOKS TRE R
6820 COVENTRY COURT
MOBILE, AL 36695

R023303053000001.043 & .044
CASTRO VICTOR
3370 BRISTLECONE DR
MOBILE, AL 36693

R023303082000001.064
CHARLESTON APT. OF MOBILE LLC
116 ONE MADISON PLAZA STE 2100
MADISON, MS 39110

R023303081003024.000
COLEMAN ANTONIO D
2904 GASLIGHT LN W
MOBILE, AL 36695

R023303054001099.000
ALFARO JORGE & SILVA YADIERA
2559 WAGON TONGUE DR S
MOBILE, AL 36609

R023303053000001.022
ANSARI SANA S
6762 BILTMORE CT
MOBILE, AL 36695

R023303082000001.028
BAKER JUDY M AS SOLE TRUSTEE
2801 CHURCHBELL DR
MOBILE, AL 36695

BENCHMARK HOMES GROUP LLC
2212 MAIN ST
DAPHNE, AL 36526

R023303081003001.000
BLOOM DONALD A & NEDRA W
6721 HITCHING POST CT
MOBILE, AL 36695

R023303053000001.026
BOUDREAUX HARRY
6763 BILTMORE COURT
MOBILE, AL 36695

R023303054001098.000
BURROUGHS BRUCE JOHN
8305 REIDY CT
MOBILE, AL 36695

R023303054001100.000
STEVEN M & VANESSA H CHAPPELL
C/O ANDREA & JOSEPH TARNECKI
2555 WAGON TONGUE DR
MOBILE, AL 36695

R023303053000001.001
CHARLESTON OAKS HOMEOWNERS
ASSOCIATION INC
PO BOX 9434
MOBILE, AL 36691

R023303054001047.000
COORS JESSI PAIGE KELLEY
6704 THOROUGHBRED CT
MOBILE, AL 36695

R023303054001046.000
ANDERS RICHARD DEAN & VINCENT
ALLEN MILLER
2608 ANTEBELLUM DR
MOBILE, AL 36695

R023303053000001.023
ARNOLD LARRY J & DIANNE C
ARNOLD
6766 BILTMORE CT
MOBILE, AL 36693

R023303082000001.026
BALL CLARENCE M JR &
CHARLESETTA
1 SOUTHERN WAY
MOBILE, AL 36619

R023303054001055.000
BOLTZ SHERRY L & JOSEPH H
BOOKER
6709 HITCHING POST CT
MOBILE, AL 36695

R023303081003020.000
BRIGGS ANTHONY & DEBRA L
2832 W GASLIGHT LANE
MOBILE, AL 36695

R023303054001048.000
BUTLER BRUCE & ANGELA BUTLER
30229 WESTMINISTER GATES DR
SPANISH FORT, AL 36527

R023303053000001.030
COCHRAN SAMUEL M & SABRINA L
COCHRAN
6747 BILTMORE CT
MOBILE, AL 36695

R023303081003012.000
CRENSHAW DAPHIAN V & LEANNA
CRENSHAW
2800 GASLIGHT LN W
MOBILE, AL 36695

R023303054001030.006
CUMBEST PAM
2828 COTSWOLD CT
KELLER, TX 76248

R023303054001030.003
DAVIS WALTER FRANK II C/O WALKER LATORIA J
2517 BLUE RIDGE BLVD
MOBILE, AL 36695

R023303054001039.000
DELFIERRO ROSS & ANICIA DELFIERRO
605 CHELSEA DR E
MOBILE, AL 36608

R023303081003046.096
EDWARDS CECIL W & JOANN
2909 VALLEY DALE DR
MOBILE, AL 36695

R023303054001027.000
FECAS MICHAEL P & MARIE FECAS
6640 OLD DOBBIN DR N
MOBILE, AL 36695

R023303081003026.000
GREER DAVID
2912 GASLIGHT LN W
MOBILE, AL 36695

R023303053000001.027
GUARDIAN TAX AL LLC C/O CURRY DEBORAH A & RANDY B CURRY
13575 LYNAM DR
OMAHA, NE 68138

R023303054001048.01
HAVARD JOHN BRADY AND SAMANTHA RENE HAVARD
6709 THOROUGHBRED CT
MOBILE, AL 36695

R023303081003010.000
HOLLEY ANDREA MOBLEY
6620 GASLIGHT LN N
MOBILE, AL 36695

R023303082000001.039
HYDER RICHARD AKA RICHARD R & DEBORAH HYDER AKA DEBORAH
6817 GARDEN RIDGE CT
MOBILE, AL 36695

R023303054001097.000
CUNNINGHAM TANYA C/O RATLEDGE EDWIN
2571 WAGON TONGUE DR
MOBILE, AL 36695

R023303054001036.000
DAY MARVIN E & KELLEY C
2574 WAGON TONGUE DR
MOBILE, AL 36695

R023303082000001.001
DUDLEY ERIC JOHN & DEBRA LEE
2908 VALLEY DALE DRIVE
MOBILE, AL 36695

R023303082000001.035
ELLIFF DARYL & BRENDA ELLIFF
6801 GARDEN RIDGE CT
MOBILE, AL 36695

R023303054001051.000
FERRY ROBERT R & CAROL
6704 HITCHING POST COURT
MOBILE, AL 36695

R023303054001093.000
GREGORY JIMMY TERRELL & REBECCA C
2587 WAGON TONGUE DR
MOBILE, AL 36695

R023303081003033.000
GUENDOUZI JACQUELINE A & MAHDI GUENDOUZI
6617 GATEWOOD DR
MOBILE, AL 36695

R023303081003011.000
HAYNES RONALD H & LUCY G
6624 GASLIGHT LN N
MOBILE, AL 36695

R023303054001043.000
HOLT EDDIE & SHEILA HOLT
6712 HARNESS WAY
MOBILE, AL 36695

R023303054001033.000
JACOBS PEGGY M
2560 WAGON TONGUE DR
MOBILE, AL 36695

R023303054001050.000
DAMRON DENVER L & ALEXIS G
2624 ANTEBELLUM DRIVE
MOBILE, AL 36695

R023303054001041.000
DEBLAEY MATTHEW L
6704 HARNESS WAY
MOBILE, AL 36695

R023303053000001.031
DYAL SHAHRZAD & EVAN DYAL
2516 BLUE RIDGE BLVD
MOBILE, AL 36695

R023303081003025.000
EVANS CORA L
2908 GASLIGHT LANE W
MOBILE, AL 36695

R023303081003021.000
FREY ALICE LOUISE
2836 W GASLIGHT LN
MOBILE, AL 36695

R023303054001053.000
GRIFFITH DAWN
6712 HITCHING POST CT
MOBILE, AL 36695

R023303081002087.000
HARKINS CHARLES G & ELIZABETH HARKINS
6624 HORSEMANS CIR
MOBILE, AL 36695

R023303081003023.000
HENN JEFFREY D & KAREN E
2900 GASLIGHT LANE
MOBILE, AL 36695

R023303054001025.000
HUNTER LARRY JR
6632 OLD DOBBIN DR N
MOBILE, AL 36695

R023303054001034.000
JEFFREY CHARLES C
2564 WAGON TONGUE DR
MOBILE, AL 36695

R023303081003027.000
JOHNSON HOLLIE CATHERINE
2916 GASLIGHT LN W
MOBILE, AL 36695

R023303081003015.000
KBS PROPERTIES LLC C/O TERRY & HOLLY STEWART
2812 GASLIGHT LN W
MOBILE, AL 36695

R023303054001042.000
KNOTTS TABITHA & TRENT JOHNSON
6708 HARNESS WAY
MOBILE, AL 36695

R023303081003046.095
LAMBERT JAMES R JR
2905 VALLEY DALE DR
MOBILE, AL 36695

R023303054001031.000
LEPRE LYNDELL JOSEPH JR & THERESA LYNNE
2550 WAGON TONGUE DR
MOBILE, AL 36695

R023303053000001.024
LUCAS DAVID NATHANIEL & ALLISON BETTS LUCAS
6770 BILTMORE CT
MOBILE, AL 36695

R023303082000001.043
MARTIN ESTELLE A
6812 GARDEN RIDGE CT
MOBILE, AL 36695

R023303081002086.000
MCCANTS PATRICNELLA C & VICTOR MARCELL MCCANTS
6620 HORSEMAN'S CIR
MOBILE, AL 36695

R023303054001035.000
DALLAS FREDERICK JR & MARY M MILLER C/O JACQUELINE BENSON
2570 WAGON TONGUE DR
MOBILE, AL 36695

R023303081003008.000
MOORE MICHAEL B & DENISE C
6612 GASELIGHT LANE N
MOBILE, AL 36695

R023303081003046.097
JOHNSON LATERRIA
2913 VALLEY DALE DR
MOBILE, AL 36695

R023303054001069.000
KELLER CURTIS L & JACQUELINE B KELLER & FRANCES M KELLER
2600 WAGON TONGUE DR
MOBILE, AL 36695

R023303054001040.000
KOVAL RICKY & ROSEMARY
2592 WAGON TONGUE DR
MOBILE, AL 36695

R023303054001096.000
LEAVER VERONICA L
2575 WAGON TONGUE DR
MOBILE, AL 36695

R023303054001030.005
LIBERTY REAL ESTATE LLC
2735 BENNINGTON DR
MOBILE, AL 36695

R023303053000007.012
MALLIPEDDI VISHWANTH REDDY
2817 CHURCHBELL CT
MOBILE, AL 36695

R023303054001045.000
MARVEL KIM D
2604 ANTEBELLUM DR
MOBILE, AL 36695

R023303081003046.099
MCGUIRE MARY S C/O MCGUIRE MARY S
2921 VALLEY DALE DRIVE
MOBILE, AL 36695

R023303082000001.044
MILLER THERESA F PROVINCE
6808 GARDEN RIDGE CT
MOBILE, AL 36695

R023303054001044.000
MORRISSETTE CAROLYN
856 S DEARBORN ST
MOBILE, AL 36603

R023303081002057.001
JONES BRYANT M & KERI M SPARKS
6616 GATEWOOD DR
MOBILE, AL 36695

R023303053000001.005
KIRBY PROPERTIES L L C
7060 AIRPORT BLVD
MOBILE, AL 36608

R023303081003013.000
LAMBERT GEORGE T & GERALDINE Y
2804 GASLIGHT LN W
MOBILE, AL 36609

R023303054001055.01
LEE BROOKS FRANCIS & MORGAN LEIGH ODEN
6705 HITCHING POST
MOBILE, AL 36695

R023303081003022.000
LIEBLING IRWIN & CARLA J
2840 GASLIGHT LANE W
MOBILE, AL 36695

R023303053000001.032-034 & 30.004
MARR THOMAS M JR
PO BOX 82
POINT CLEAR, AL 36564

R023303053000007.010
MATHEWS CRAIG & DEBORAH
2809 CHURCHBELL CT
MOBILE, AL 36695

R023303054001066.000
MCKNIGHT JAMES P JR & BONNIE R
2609 ANTEBELLUM DR
MOBILE, AL 36609

R023303082000001.045
MILLER WILLIAM EUGENE JR
6804 GARDEN RIDGE
MOBILE, AL 36695

R023303054001092.000
MORRISSETTE RUDELL & SANDRA ANNICE MORRISSETTE
2591 WAGON TONGUE DR
MOBILE, AL 36695

R023303081002059.000
MUDREAC CLAUDIU L & CARNELIA
2905 W GASLIGHT LN
MOBILE, AL 36605

R023303081002089.000
NGUYEN PHUOC VAN C/O PLUMLEE
JEFFREY & SARAH PLUMLEE
6817 N GASLIGHT LN N
MOBILE, AL 36695

R023303054001054.000
OVERSTREET JEFFERY S
6716 HITCHING POST CT
MOBILE, AL 36695

R023303081003029.000
PERCIVAL CHRISTINE
2924 GASLIGHT LN W
MOBILE, AL 36695

R023303081003002.000
POLIZZI KRISTINA E
6717 HITCHING POST CT
MOBILE, AL 36695

R023303054001095.000
POWELL APRIL L
2579 WAGON TONGUE DR
MOBILE, AL 36695

R023303081002074.000
RASCH KAREN M
2809 GASLIGHT LN W
MOBILE, AL 36695

R023303082000001.005
RICHBOURG BRANDY N
6816 COVENTRY COURT
MOBILE, AL 36695

R023303081002060.000
RUSH GEORGE F
6609 DEVONDALE CT
MOBILE, AL 36695

R023303053000007.009
MYC LUKASZ ANDRZEJ & LAURA ELIZABETH-ROOP MYC
2805 CHURCHBELL CT
MOBILE, AL 36695

R023303081003019.000
HERBERT B & PATRICIA W ORR, TRUSTEES OF THEIR SUCCESSORS
2828 GASLIGHT LANE W
MOBILE, AL 36695

R023303082000001.007
OWLER JOHN F & THERESA M
6817 COVENTRY CT
MOBILE, AL 36695

R023303054001094.000
PEREZ JONATHAN H & ANNE PEREZ
2583 WAGON TONGUE DR
MOBILE, AL 36695

R023303081003014.000
POLK JOHN WAYNE & NANCY L
2808 GASLIGHT LANE WEST
MOBILE, AL 36695

R023303054001068.000
PRESLEY RANDAL G & HANNAH J PRESLEY
6707 HARNESS WAY
MOBILE, AL 36695

R023303082000001.037
RHYNE MELISSA J C/O RHYNE MELISSA J
6809 GARDEN RIDGE CT
MOBILE, AL 36695

R023303081002064.000
ROBERTSON PAMELA B
2833 GASLIGHT LANE W
MOBILE, AL 36695

R023303081002075.000
SAMUELS DORIS B
6625 HORSEMAN'S CIR
MOBILE, AL 36695

R023303082000001.036
NELSON DAVID G JR
6805 GARDEN RIDGE CT
MOBILE, AL 36695

R023303054001052.000
OUTLAW SUSAN JACKSON
6708 HITCHING POST CT
MOBILE, AL 36695

R023303053000001.000
PEOPLES BANK OF ALABAMA THE
C/O VEE SERVICES INC
11700 PRESTON RD # 660-193
DALLAS, TX 75230

R023303083000001.002
PHAN AMY
600 SHALIMAR RD
MOBILE, AL 36609

R023303082000001.030
PORTER DARRYL R & SONYA PORTER
2800 CHURCHBELL DR
MOBILE, AL 36695

R023303082000001.053, 54 & 67
RAAMS LLC, A LMTD LIABILITY CO & ASEM HASAN
151 SCHILLINGER RD S
MOBILE, AL 36608

R023303054001067.000
RANKIN ANNA MARIE
P O BOX 190854
MOBILE, AL 36619

R023303053000006.000
RICHARDSON RAYFORD J & VICKI H RICHARDSON
2821 CHURCHBELL CT
MOBILE, AL 36695

R023303053000001.020
ROWLAND JAMES B & MARTHA E
6754 BILTMORE CT
MOBILE, AL 36695

R023303054001028.000
SANCHEZ APRIL V
6700 OLD DOBBIN DRIVE N
MOBILE, AL 36695

R023303081003046.098
SCOTT DESIREE L
2917 VALLEY DALE DR
MOBILE, AL 36695

R023303082000001.029
SELLERS DANIEL C JR & CHRISTIE T
4351 ORTEGA FOREST DR
JACKSONVILLE, FL 32210

R023303054001026.000
SHELTON BRAD A & TERRI A
6636 OLD DOBBIN DR N
MOBILE, AL 36695

R023303082000002.000 & 5.000
SOLLIE ROAD DEVELOPMENT LLC
C/O LYNN NOLEN CONST. INC
3800 SOLLIE RD
MOBILE, AL 36619

R023303082000001.046
STEPHENS CAROL M
2912 VALLEYDALE DR
MOBILE, AL 36695

R023303082000001.018
THISTLETHWAITE ROBERT C & ANDREA BROOKE CARTEE
6825 WINDSOR COURT
MOBILE, AL 36695

R023303053000001.029
UMBEHAGEN OSCAR J JR & VICKI L UMBEHAGEN
6751 BILTMORE CT
MOBILE, AL 36695

R023303082000001.086
UNO DEVELOPMENT LLC
P O BOX 1040
MAGNOLIA SPRINGS, AL 36555

R023303081003017.000
VOLOSHIK JAMES J & CONNIE L
2820 GASLIGHT LANE W
MOBILE, AL 36695

R023303054001032.000
WASHINGTON MORGAN V & ANDREW WASHINGTON
2556 WAGON TONGUE DR
MOBILE, AL 36695

R023303082000001.042
SCOTT MICHAEL C & CECILIA L SCOTT
6816 GARDEN RIDGE CT
MOBILE, AL 36695

R023303054001037.000
SELLERS JAMES DURDEN
2578 WAGON TONGUE DR
MOBILE, AL 36695

R023303054001038.000
SMITH JOHN E & ELAINE A SMITH
2584 WAGON TONGUE DR
MOBILE, AL 36695

R023303053000001.019
STOCKMAN MICHAEL RYAN & LIZA NOEL HUDSPETH STOCKMAN
2504 BLUE RIDGE BLVD
MOBILE, AL 36695

R023303082000001.041
THOMANN ERIC C & CARRIE A
6820 GARDEN RIDGE CT
MOBILE, AL 36695

R023303053000007.011
UMBREIT NICOLETTE
2813 CHURCHBELL CT
MOBILE, AL 36695

R023303081003003.000
VALENTINO FRANCES MARION WARD & PAMELA V KULAKOWSKI
6713 HITCHING POST CT
MOBILE, AL 36695

R023303082000001.040
WALKER DAWN
6821 GARDEN RIDGE CT
MOBILE, AL 36695

R023303081002088.000
WATTS WILLIAM H & PATRICIA M
6621 GASLIGHT LN N
MOBILE, AL 36695

R023303054001101.000
SECRETARY OF HOUSING & URBAN DEV. C/O GUTIERREZ GROUP LLC
3575 PIEDMONT RD NE
ATLANTA, GA 30305

R023303082000001.038
SHAMBURGER SHARRON
6813 GARDEN RIDGE CT
MOBILE, AL 36695

R023303082000001.017
SMITH TONY LEE
6820 WINDSOR CT
MOBILE, AL 36695

R023303081003009.000
SPARKMAN JOSHUA D & LORI J SPARKMAN
6616 GASLIGHT LN N
MOBILE, AL 36695

R023303054001049.000
RON G & JACQUELINE G STUMP
8147 YORKHAVEN RD
MOBILE, AL 36695

R023303054001030.002
TREBESH THOMAS ROBERT REVOCABLE TRUST
5519 SPOONFLOWER DR
PENSACOLA, FL 32526

R023303053000001.028
UNDERWOOD JUDITH & LOWELL THOMAS UNDERWOOD
6755 BILTMORE CT
MOBILE, AL 36695

R023303054001098.01
CARLOS A & MARIA E VIZOSO C/O MCLEOD CHRIS & HAILEY MCLEOD
2205 ANGELCREEK CT
JACKSONVILLE, FL 32221

R023303081003028.000
WASHINGTON LAMAR R
P O BOX 501063
MOBILE, AL 36605

R023303053000001.025
WESLEY MARZELLA
6767 BILTMORE CT
MOBILE, AL 36695

R023303081002065.000
TRUSTEE OF THE THOMAS M WHITESIDE JR REVOCABLE TRUST
2825 GASLIGHT LANE W
MOBILE, AL 36695

R023303082000001.027
ZUSCHKE CHRISTEN A & ANGELA A
2829 CHURCHBELL CT
MOBILE, AL 36695

R023303054001029.000
WIDDOWS RICHARD W & SHIRLEY M
6704 OLD DOBBIN DR N
MOBILE, AL 36695

R023303053000007.007
WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE LOAN TRUST A
1600 S DOUGLASS RD STE 200-A
ANAHEIM, CA 92806

SUBDIVISION, &
ZONING AMENDMENT STAFF REPORT **Date: September 1, 2022**

NAME	Benchmark Homes Group, LLC
SUBDIVISION NAME	Preserve at Milkhouse Creek Subdivision
LOCATION	6712 Old Dobbin Drive North (East terminus of Blue Ridge Boulevard, extending to the West terminus of Old Dobbin Drive North, the West terminus of Harness Way, the North terminus of Creekline Drive, and the North terminus of Valleydale Drive).
CITY COUNCIL DISTRICT	District 6
PRESENT ZONING	R-1, Single Family Residential District, R-2, Two Family Residential District, and B-1, Buffer Business District
PROPOSED ZONING	R-1, Single-Family Residential District
AREA OF PROPERTY	122 Lots / 83.9± Acres
CONTEMPLATED USE	Subdivision approval to create 122 single-family residential lots; and Rezoning from R-1, Single Family Residential District, R-2, Two Family Residential District, and B-1, Buffer Business District, to R-3, Multi-Family Residential District. **It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.**
TIME SCHEDULE FOR DEVELOPMENT	In phases, 18-24 months between each phase
ENGINEERING COMMENTS	

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. On Sheet 1 of 3 - correct the LOT numbers shown in the DRAWING INDEX.
C. On Sheet 1 of 3 - show and label the existing ROW for Blue Ridge Blvd., Old Dobbin Dr. N., Old Dobbin Dr. W., and Harness Way.
D. Sheet 2 of 3 - show and label the existing ROW for Blue Ridge Blvd. Old Dobbin Dr. N., and Wagon Tongue Dr.
E. Sheet 2 of 3 – Provide the exact measurement "observed" on the property lines that begin/end in Milhouse Creek. The monumentation indicates that an exact measurement should be available.
F. Sheet 2 of 3 – Label each and every Common Area.
G. Sheet 3 of 3 – show and label the existing ROW for Old Dobbin Dr. W., and Harness Way.
H. Sheet 3 of 3 – Show and label the BFE (Base Flood Elevation) on each lot (LOT 41, 42, & 43) that contains an AE, V, or X (shaded) flood zone designation. BFE for that portion is elevation 51'.
I. Sheet 2 & 3 - Check and revise the distances shown on the Plat and in the legal description. Four (4) legs do not show the bearing, and one (1) does not show the distance.
J. Sheet 2 & 3 - Check the monumentation and written bearing and distance for the part that includes the western property line along Milkhouse Creek. The distances shown and written should be exact distances since the distance is between sets of capped rods.
K. Label the different Common Areas on each of the three (3) sheets.
L. Revise the plat to label the size (acres and square feet) of each Common Area. Place it underneath the Common Area label.
M. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
N. All subdivision corners (exterior and interior) are required to be set prior to the City Engineer signing the PLAT.
O. 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. Each Lot Owner shall be required to submit a Single Family Residential Affidavit application with the initial construction of a single family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area.
5. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
6. 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.
7. 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.
8. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

TRAFFIC ENGINEERING COMMENTS A traffic impact study has been previously conducted for this site and no off-site improvements are warranted based on the findings in the study. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards.

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

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

REMARKS The applicant is requesting Subdivision approval to create 122 lots from several metes-and-bounds parcels and Rezoning from R-1, Single-Family Residential District, R-2, Two Family Residential and B-1, Buffer-Business District to R-1, Single-Family Residential District.

The site has been given a Low Density Residential land use designation per the Future Land Use Plan and Map, adopted by the Planning Commission at its May 18, 2017 meeting. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting. This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

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

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

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

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

The applicant submitted the following information:

INTRODUCTION/SUMMARY

This narrative is provided in support of the proposed Preserve at Milkhouse Creek subdivision, a 122 lot, single- family subdivision, pursuant to City of Mobile, Zoning Ordinance No. 80-057, May 16, 1967, substantially as enacted with the exception of § 64-10.E. In support of this development, all of the following approvals are being sought.

Approval Type	Approval Authority	Applicable Regulation	Summary
Rezoning	City Council	City of Mobile Zoning Ordinance No. 80-057, May 16, 1967, substantially as enacted with the exception of § 64-10.E	The proposed property is currently split zoned with B-1, R-1 and R-2. The owner is applying for a rezone of all listed parcels to R-1, which will allow for a uniform zoning within the proposed single-family subdivision.

PRESENT AND PROPOSED ZONING

Tax Parcel No.	Current Zoning	Proposed Zoning
R023303053000001.042	B-1	R-1
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R023303081003046	Split Zoned R-1&R-2	R-1
R023303053000007.013	R-2	R-1
R023303054001030	R-2	R-1

PROPERTY LOCATION

Property is located between the Carriage Hills subdivision and Charleston Oaks subdivision. Milkhouse Creek runs along the western property boundary with Old Dobbin Drive accessing the northern portion and Valley Dale Drive accessing the southern portion.

SITE DESCRIPTION

The proposed project request to rezone 83.9 acres of property that is located within the City limits of Mobile. The property is currently split zoned B-1, R-1, and R-2. This rezone request will rezone the 83.9 acres to a uniform zoning of R-1 that will allow for a 122-lot single-family subdivision development.

The property had a wetlands delineation performed by EcoSolutions back in 2018. The report indicates the site has approximately 35 acres of jurisdictional wetlands located on the property

EXISTING CONDITIONS/STRUCTURES

The 83.9 acre property that is being requested for rezoning is currently woods and has some wetland areas along the creek banks. The site has roughly 70' of relief as it slopes from the existing Carriage Hills subdivision west down to Milkhouse Creek. The wetlands delineation of the site indicates that there are protected features located on the property along the creek banks. There are existing stormwater and sanitary sewer structures conveying runoff and sewage from the adjacent developed public right-of-ways across

the subject property, which will be rerouted and design included in the subdivision construction plans to be submitted during the preliminary plat subdivision process with the City of Mobile.

PROPERTY BACKGROUND

The current property owner purchased the property back in 2017. The property carried the split zonings of B-1, R-1, and R-2 at the time of purchase. The property has remained vacant since that period. A rezoning request was previously brought before the Planning Commission in 2020 for rezoning to R-1 and was approved. After the rezoning approval the project progression was delayed due to the need for resolution of differences with City Council members, City Staff, adjacent property owners, and developer. These have been resolved but the previous rezoning approval has since sunset, so the rezoning of the project is being reapplied for.

TIME SCHEDULE

The proposed subdivision is scheduled to be constructed in three phases, with each phase buildout being roughly separated by 1.5 to 2 years. Future economic activity will determine lot consumption which will ultimately control the timing of each phase of this subdivision. The anticipated lot count for each phase is as follows: Phase 1 – 49 lots, Phase 2 – 31 lots, and Phase 3 – 42 lots.

There is a detailed history associated with the site which was originally assigned an R-A, Residential-Agricultural District classification upon adoption of the current Zoning Ordinance in 1967. In 1980, an area was rezoned from R-A to R-1 and most of the site was rezoned from R-A to R-2; however, there was a condition associated with both rezonings which denies direct access to Carriage Hills. This condition prohibits direct access to the site via Old Dobbin Drive, Harness Way and Creekline Drive; thus, all access to the site (based on the current conditions) must be via Blue Ridge Boulevard and Valley Dale Road. The small B-1 district was created in 1988.

In June 2020, the site was the subject of a Rezoning from R-1, Single-Family Residential District, R-2, Two-Family Residential District, and B-1, Buffer Business District, to R-1, Single-Family Residential. The rezoning application was recommended for approval to the City Council by the Planning Commission, but after several public hearings, the applicant withdrew their request from City Council consideration.

The site was also considered for a 49-lot subdivision (ending just south of Harness Way) at the Commission's August 20, 2020 meeting. The application was granted Tentative Approval; however, the Tentative Approval has expired.

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

The proposed plan calls for 122 lots on 83.9 acres to be developed in three (3) phases. The first phase encompasses approximately 30± acres and extends from the East terminus of Blue Ridge Boulevard and the West terminus of Old Dobbin Drive North, to approximately 250' South of the West terminus of Harness Way. Proposed Phase 2 would then extend to a short distance South of the West terminus of Creekline Drive, and Phase 3 would then extend to the North terminus of Valleydale Drive. The plat illustrates large tracts that will remain as undeveloped Common Areas.

Proposed streets are labeled to have compliant 50-foot rights-of-way and cul-de-sacs are indicated to have a compliant 120-foot diameter; if approved, these dimensions should be retained on the Final Plat. Corner lots are indicated to have compliant 25-foot corner radius curves. All lots are indicated to have a compliant 25-foot minimum building setback from the street frontages, except along side streets where a 20-foot setback is noted (and is compliant with Zoning Ordinance requirements); this information should be retained on the Final Plat.

A site date table is provided for phase 1 which illustrates the average lot size as 11,966 square feet, with the smallest lot proposed as 9,278 square feet. Each lot has this information as well, in both square feet and acres, and should be retained on the Final Plat. This information will also be required for Phases 2 and 3. As submitted, all lots exceed the minimum area required for an individual lot.

As submitted, the site contains several easements and there is a note on the Tentative Plat stating that no structures shall be constructed or placed within any easement without the permission of the easement holder; this note should be retained on the Final Plat.

A large portion of the site consists of Common Areas. There is a note on the preliminary plat stating that all 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. This note should be revised on the Final Plat to simply state that the maintenance of all Common Areas is the responsibility of the property owners.

As per the Traffic Engineering comments, the driveway number, size, location and design are to be approved by Traffic Engineering and conform to AASHTO standards; there is a note on the Tentative Plat stating such, which should be retained on the Final Plat.

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

While the three current zoning classifications would allow for R-1 use, the entire site is proposed to be rezoned to R-1 to eliminate the possibility of split zoning on any of the lots, standardize the allowances within a single-family residential subdivision and to remove conditions associated with the existing zoning districts, such as denial of access to the existing street stubs in Carriage Hills.

Removal of this condition allows for proper connectivity via the existing street stubs to distribute traffic via five (5) access points rather than concentrating traffic onto two (2) streets (Blue Ridge and Valley Dale).

While none of the four (4) conditions as stated above were cited in the application to support the rezoning, the property is proposed to be subdivided into single-family lots. This would indicate that over the course of time that the rezoning is necessary and desirable to continue the development of single-family homes, and that the subdivision of land into building (home) sites makes the reclassification of the land necessary and desirable.

RECOMMENDATION

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

1) retention of the right-of-way width label for all streets on the Final Plat;
2) retention of the 25' minimum building setback line along all street frontages on the Final Plat;
3) retention of each lot with its size in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
4) revision of Note #10 concerning structures in easements to state on the Final Plat that no structures shall be constructed or placed within any easement without permission of the easement holder;,
5) revision of Note #14 concerning the maintenance of detention facilities, common areas and wetlands to state on the Final Plat that the maintenance of all Common Areas is the responsibility of the property owner(s);
6) compliance with the Engineering comments: *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. On Sheet 1 of 3 - correct the LOT numbers shown in the DRAWING INDEX. C. On Sheet 1 of 3 - show and label the existing ROW for Blue Ridge Blvd., Old Dobbin Dr. N., Old Dobbin Dr. W., and Harness Way. D. Sheet 2 of 3 - show and label the existing ROW for Blue Ridge Blvd. Old Dobbin Dr. N., and Wagon Tongue Dr. E. Sheet 2 of 3 – Provide the exact measurement "observed" on the property lines that begin/end in Milhouse Creek. The monumentation indicates that an exact measurement should be available. F. Sheet 2 of 3 – Label each and every Common Area. G. Sheet 3 of 3 – show and label the existing ROW for Old Dobbin Dr. W., and Harness Way. H. Sheet 3 of 3 – Show and label the BFE (Base Flood Elevation) on each lot (LOT 41, 42, & 43) that contains an AE, V, or X (shaded) flood zone designation. BFE for that portion is elevation 51'. I. Sheet 2 & 3 - Check and revise the distances shown on the Plat and in the legal description. Four (4) legs do not show the bearing, and one (1) does not show the distance. J. Sheet 2 & 3 - Check the monumentation and written bearing and distance for the part that includes the western property line along Milkhouse Creek. The distances shown and written should be exact distances since the distance is between sets of capped rods. K. Label the different Common Areas on each of the three (3) sheets. L. Revise the plat to label the size (acres and square feet) of each Common Area. Place it underneath*

the Common Area label. M. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. N. All subdivision corners (exterior and interior) are required to be set prior to the City Engineer signing the PLAT. O. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.;

7) placement of a note on the Final Plat stating the Traffic Engineering comments: (*A traffic impact study has been previously conducted for this site and no off-site improvements are warranted based on the findings in the study. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards.)*;
8) compliance with the Urban Forestry comments: *(Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.)*;
9) compliance with the Fire Department comments: *(All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.)*; and,
10) completion of the Rezoning process prior the approval of the Final Plat.

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

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

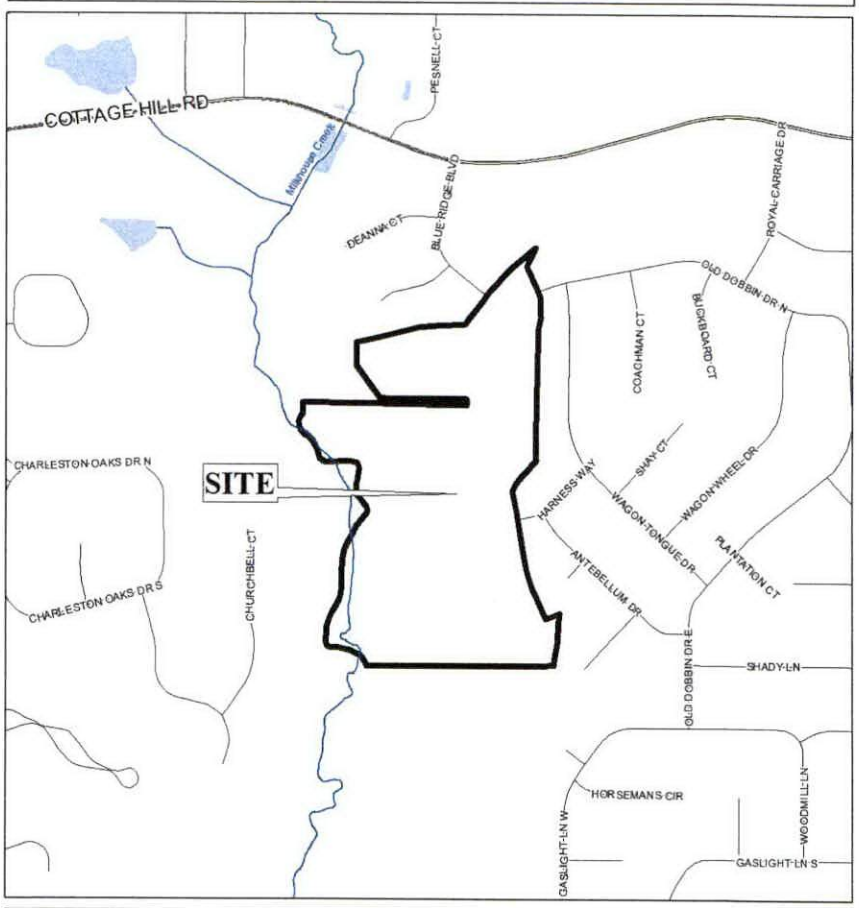
The approval should be subject to the following conditions:

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

Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. 4. Each Lot Owner shall be required to submit a Single Family Residential Affidavit application with the initial construction of a single family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area. 5. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. 6. 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. 7. 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. 8. The proposed development must comply with all Engineering Department design requirements and Policy Letters.); and,

2) full compliance with all municipal codes and ordinances.

LOCATOR MAP



APPLICATION NUMBER 6 DATE September 1, 2022

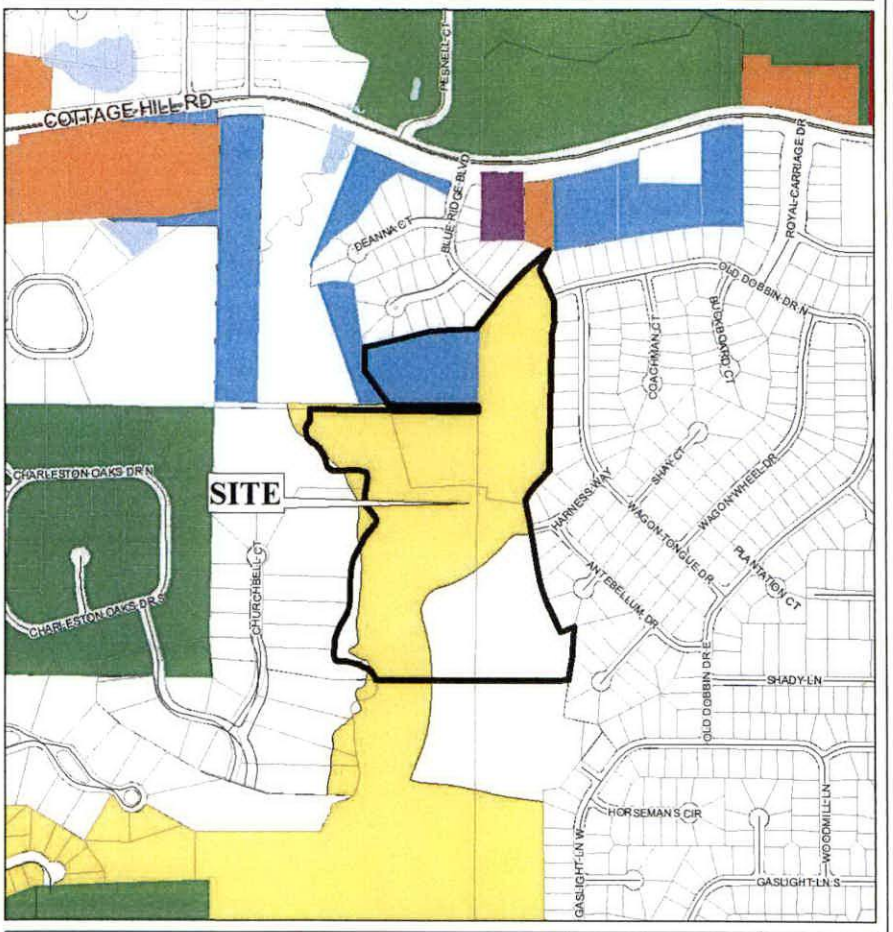
APPLICANT Preserve at Milkhouse Creek Subdivision

REQUEST Subdivision, Rezoning from R-1, R-2, and B-1 to R-1

N

NTS

LOCATOR ZONING MAP



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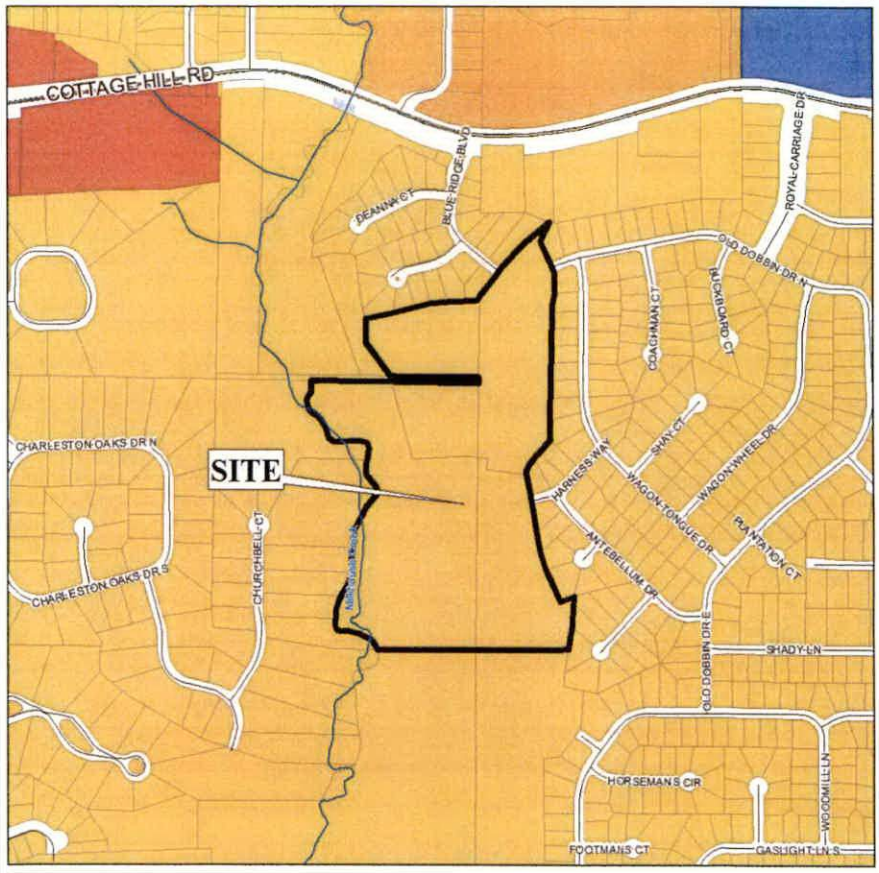
FLUM LOCATOR MAP



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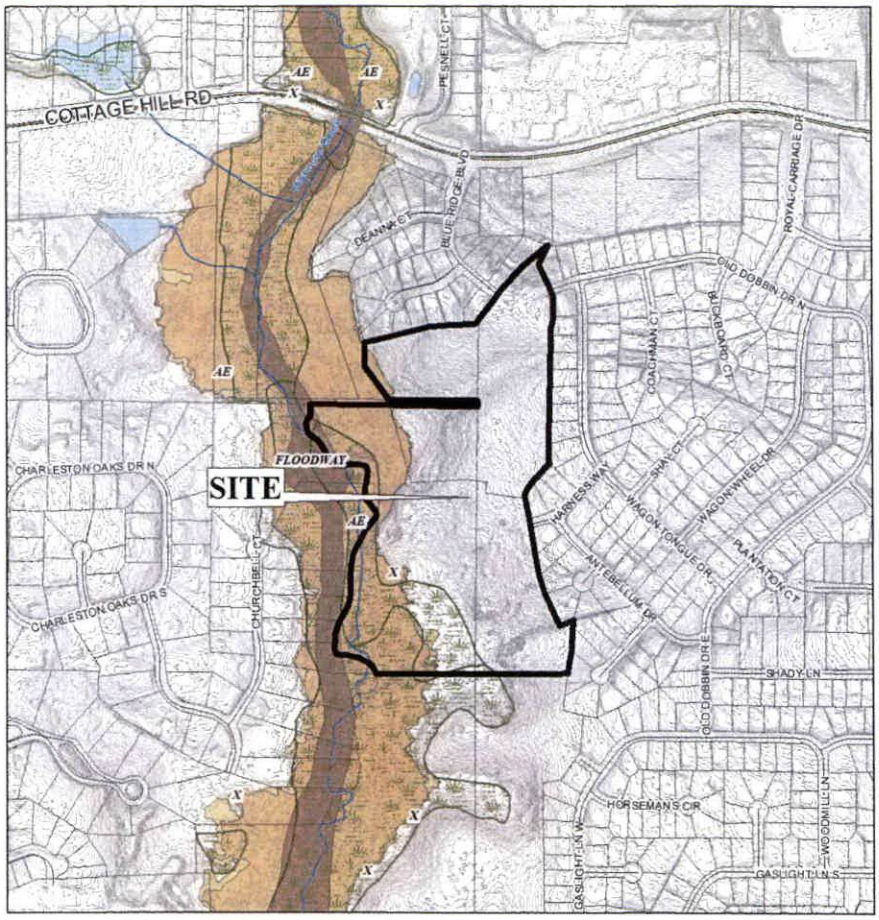
- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Downtown Waterfront
- Light Industry
- Heavy Industry
- Institutional
- Parks & Open Space
- Water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

N

NTS

ENVIRONMENTAL LOCATOR MAP



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PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by single family residential units.

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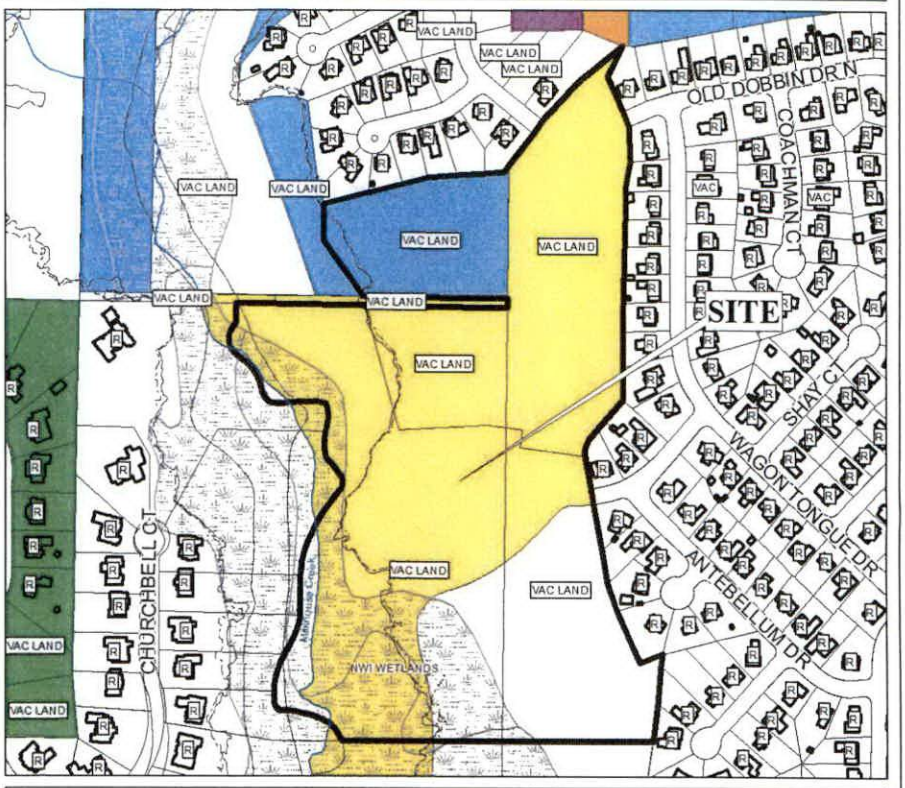

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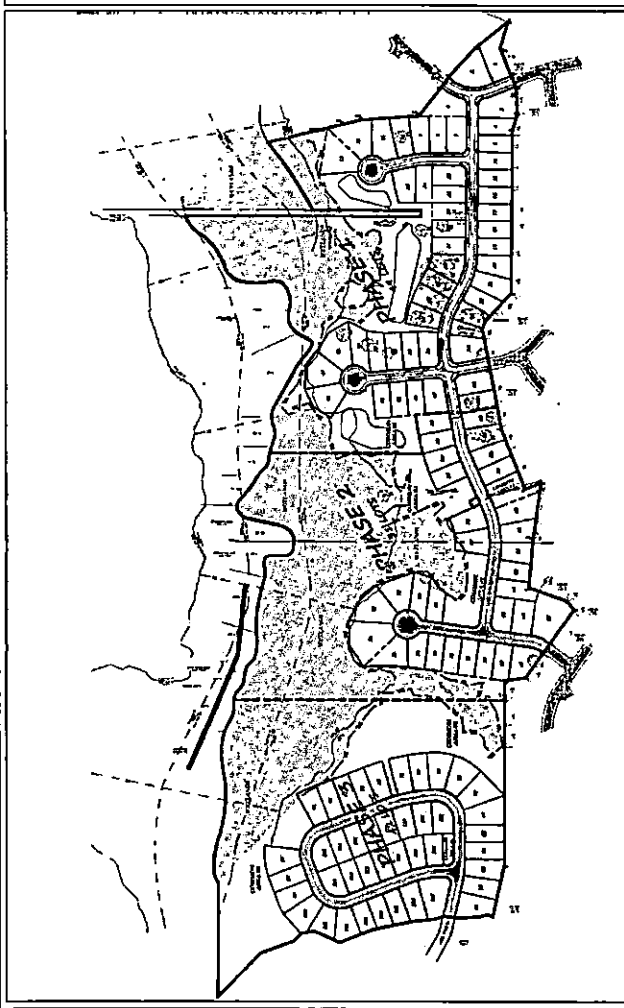
R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6

N

NTS

DETAIL SITE PLAN



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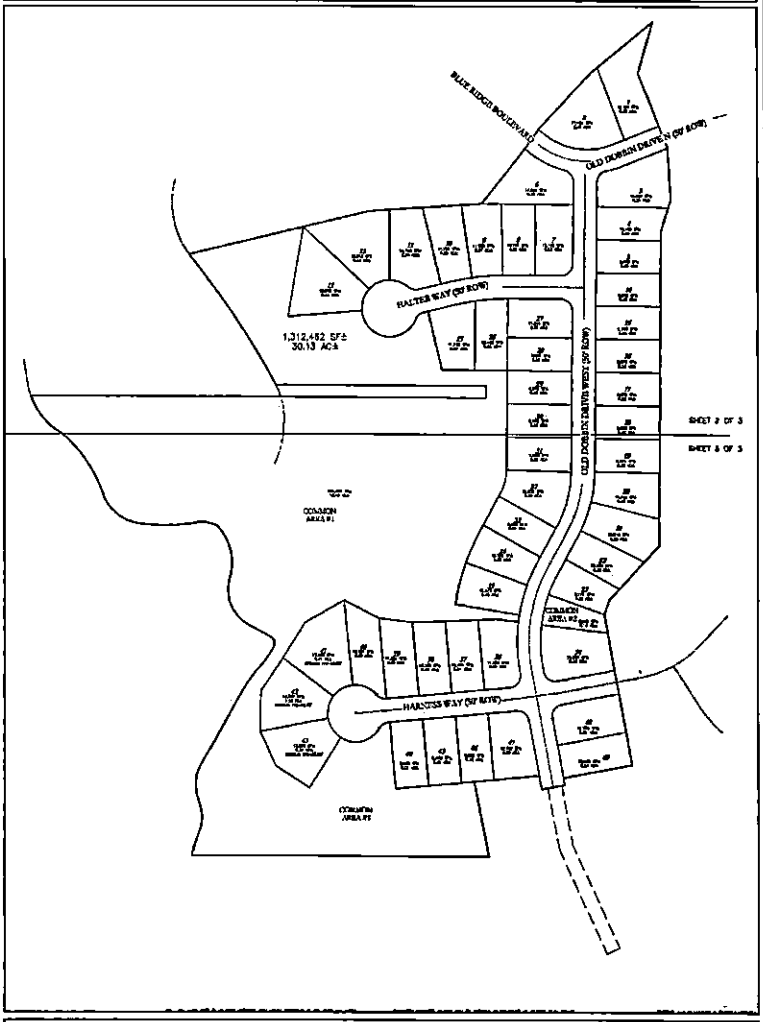

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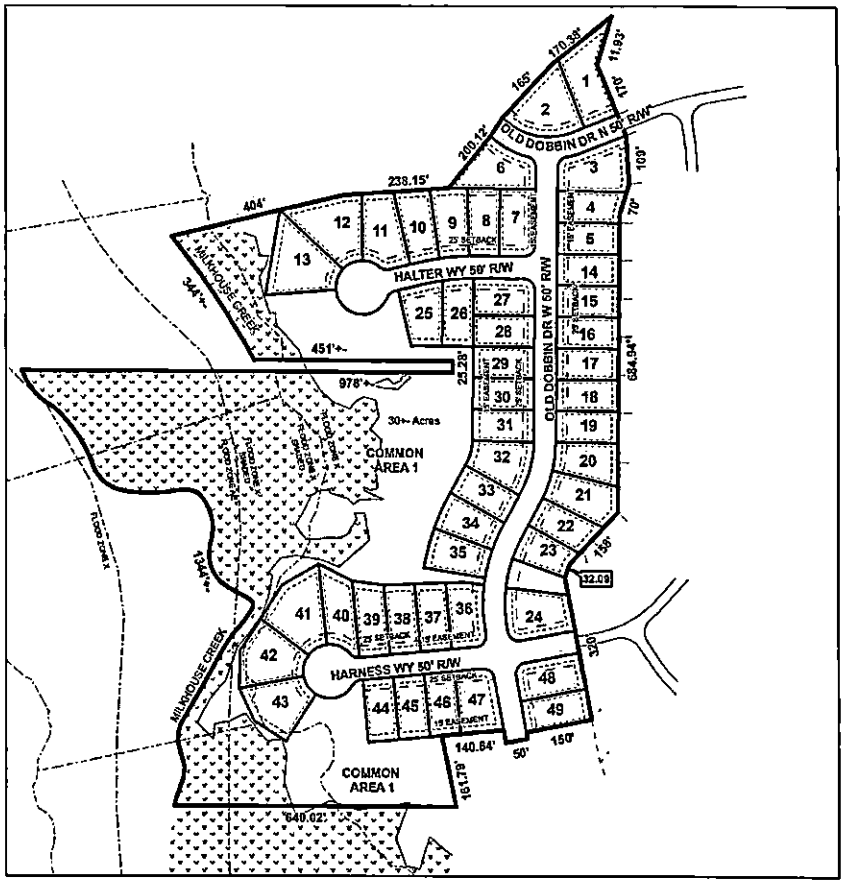

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Application For:

Rezoning Request

For

The Preserve at Milkhouse Creek
Mobile, AL

July 28, 2022

Applicant:

Benchmark Homes Group, LLC, LLC
1290 Main St., Ste. E
Daphne, AL 36526
251-421-2467

Prepared by:

Post Office Box 1929
Fairhope, AL 36533
PHONE: (251) 928-3443

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Appendix D	Utility Will Serve Letters
Appendix E	Legal Description
Appendix F	Conceptual Site and Phasing Plan
Appendix G	Traffic Impact Study

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PROJECT TEAM AND CONTACT INFORMATION

Developer/Owner:	**Benchmark Homes Group, LLC** 1290 Main St., Ste. E, Daphne, AL 36526 (251) 421-2467 Bobbie Radcliff, Managing Member bobby@brickhome.net
Civil Engineer:	**JADE Consulting, LLC** 208 N. Greeno Rd., Ste. C Fairhope, AL 36532 (251) 928-3443 Perry C. "Trey" Jinright III, P.E., LEED AP tjinright@jadengineers.com Lee Rambo, Designer lrambo@jadengineers.com Sherry Ruth, Project Coordinator sruth@jadengineers.com
Surveyor:	**Smith, Clark & Associates, LLC.** P.O. Box 7082 Spanish Fort, AL 36577 Office: (251) 626-0404 Daniel Clark, P.L.S. danny@smithclarkllc.com

Appendix A Rezoning Application

Print Form

MOBILE CITY PLANNING COMMISSION

Mailing Address:
Urban Development Department
Planning Section
P. O. Box 1827
Mobile, Alabama 36633
Phone: (251) 208-5895; Fax: (251) 208-5896

Location
Mobile Government Plaza
205 Government Street
Third Floor - South Tower
Mobile, AL 36644

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

Type of Application and Fees:

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

☐ **Planning Approval** $ 150.00 (non-profit $ 50.00)

☐ **Planned Unit Development** $ 150.00

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

1. Applicant: Benchmark Homes Group LLC
(if other than owner, must furnish written authorization from owner)
Full Address: 1290 Main St., Ste. E, Daphne, AL 36526
Telephone: 251-421-2467

2. Owner: Benchmark Homes Group, LLC
(Submit evidence, such as deed or tax assessment, that the above person clearly has right of possession to the land area and any structures thereon)

3. Attach a brief description of property location. See attached

4. Attach a copy of the legal description and parcel number of the property in question. See attached
(Parcel Number)

5. Present Zoning: See attached Proposed Zoning: R-1

6. Area of property, sq. ft. or acres: 83.9 AC

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

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

9. **Planned Unit Development applications:** attach a statement describing the PUD ownership, and copies of agreements or covenants proposed to govern the PUD (see Section 64-5.D.2.a. for other required documentation).

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

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

12. **LABELS AND NOTIFICATION REQUIREMENTS:** 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).

13. **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.

DATE: 7/30/2021 **APPLICANT'S SIGNATURE:** [signature]

Form 150LU008, Jan 2011

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

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

DATE: 7/3/2023 **APPLICANT'S SIGNATURE:** _____

CHECKLIST
(ZON, PUD, PLA)

CSS — SEVEN (7) COPIES OF COMPLETED APPLICATION

YES — LEGAL DESCRIPTION OF SITE IN QUESTION (FROM DEED OR SURVEY, NOT A TAX ASSESSMENT DESCRIPTION)

YES — PARCEL NUMBER OF SITE IN QUESTION

YES — DETAILED DESCRIPTION OF PROPOSAL

CSS — SEVEN (7) COPIES OF SITE PLAN SHOWING ALL INFORMATION LISTED ON THE APPLICATION (DRAWN TO SCALE)

CSS — DIGITAL COPY OF SITE PLAN (DXF or DWG - AutoCAD 2007 compatible)

YES — ALL TREES 24" AND LARGER SHOWN ON PLAN

YES — ADDRESS LABELS FOR PROPERTY OWNERS WITHIN 300 FT.; ADDRESS LABEL FOR APPLICANT; AND, IF APPLICANT AND OWNER DIFFER, ADDRESS LABEL FOR OWNER

BILLED — FIRST-CLASS POSTAGE FEE FOR EACH PROPERTY OWNER, APPLICANT AND/OR OWNER. (PLEASE DO NOT SUBMIT ADDRESSED ENVELOPES OR POSTAGE STAMPS)

BILLED — NOTIFICATION FEE ($ 1.00) PER MAILING LABEL

CSS — ONE PHOTOCOPY OF ADDRESS LABELS

YES — SIGNATURE OF PROPERTY OWNER OR LETTER AUTHORIZING APPLICANT TO SUBMIT APPLICATION

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

IF YOU HAVE ANY QUESTIONS
PLEASE CALL (251) 208-5895

"NOTIFICATION REQUIREMENTS

Effective January 1, 2007, ALL property ownership information provided for notification MUST be verified through Probate Court records. This new policy, which is the result of an Alabama Court Decision, will ensure proper legal notification of the current owner if the property has sold since the last assessment records. It is the applicant's responsibility to verify this information; and failure to do so may cause delays in processing or a decision by the Planning Commission or Board of Zoning Adjustment."

Appendix B Proof of Ownership (Tax Assessors Report)

Mobile Property Search

Key Number: 1099625 For Year 2020

Map

Property Details

Account	
Key Number:	1099625
Legal Description:	COMG AT THE SE COR OF THE NE 1/4 OF THE SW 1/4 OF SEC 5 T5S R2W TH RUN S 368 FT (S) TO POB TH CONT S 958 FT (S) TO S/L OF SEC 5 TH RUN W 498 FT(S) TO C/L OF MILK- HOUSE CREEK TH RUN NLY ALG MEAND OF CREEK TO APT ON N/L OF THE SE 1/4 OF THE SW 1/4 OF SEC 5 TH RUN E 400 FT(S) TH SELY 398 FT(S) TH ELY 275 FT(S) TH SELY 58 FT (S) TOP POB #SEC 05 T5S R2W #MP33 03 05 3 000
Parcel Number:	3303053000007XXX
Type:	Real
Property Class:	2
Location	
Address:	
Owner	
Name:	BENCHMARK HOMES GROUP LLC AN ALABAMA LLC
Mailing Address:	1290 MAIN ST STE # E DAPHNE , AL 36526
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Taxable Value	Total Estimated Tax With Exemptions

Total Millage Rate: N\A

Property Improvement - Building

Property Land

Type	Description	Acres	Sqft	Eff Front	Eff Depth	Taxable Value	Prod. Value
91	UNDEVELOPED	16.5	0.00	0.00	0.00	N\A	N\A

Property Roll Value History

Year	Improvements	Land Market	Appraised	Assessed
2019	$0	$89,100	$89,100	$17,820
2018	$0	$89,100	$89,100	$17,820
2017	$0	$89,100	$89,100	$17,820
2016	$0	$89,100	$89,100	$17,820
2015	$0	$89,100	$89,100	$17,820
2014	$0	$89,100	$89,100	$17,820
2013	$0	$89,100	$89,100	$0
2012	$0	$89,100	$89,100	$0
2011	$0	$89,100	$89,100	$0
2010	$0	$89,100	$89,100	$17,820
2009	$0	$89,100	$89,100	$17,820
2008	$0	$89,100	$89,100	$17,820

Property Deed History

Deed Date	Deed Type	Sale Price	Grantor	Grantee	Sale Type	Number
6/14/2017	2	$350,000	THOMSON L L C	BENCHMARK HOMES GROUP LLC	Land	7521-754
3/3/2017	2	$400,000	CROSSROADS LLC	THOMSON LLC	Land	7505-1184
8/21/2007	MULTIPLE PARCELS	$3,750,000			Land & Bldg	WD6245-254

DISCLAIMER

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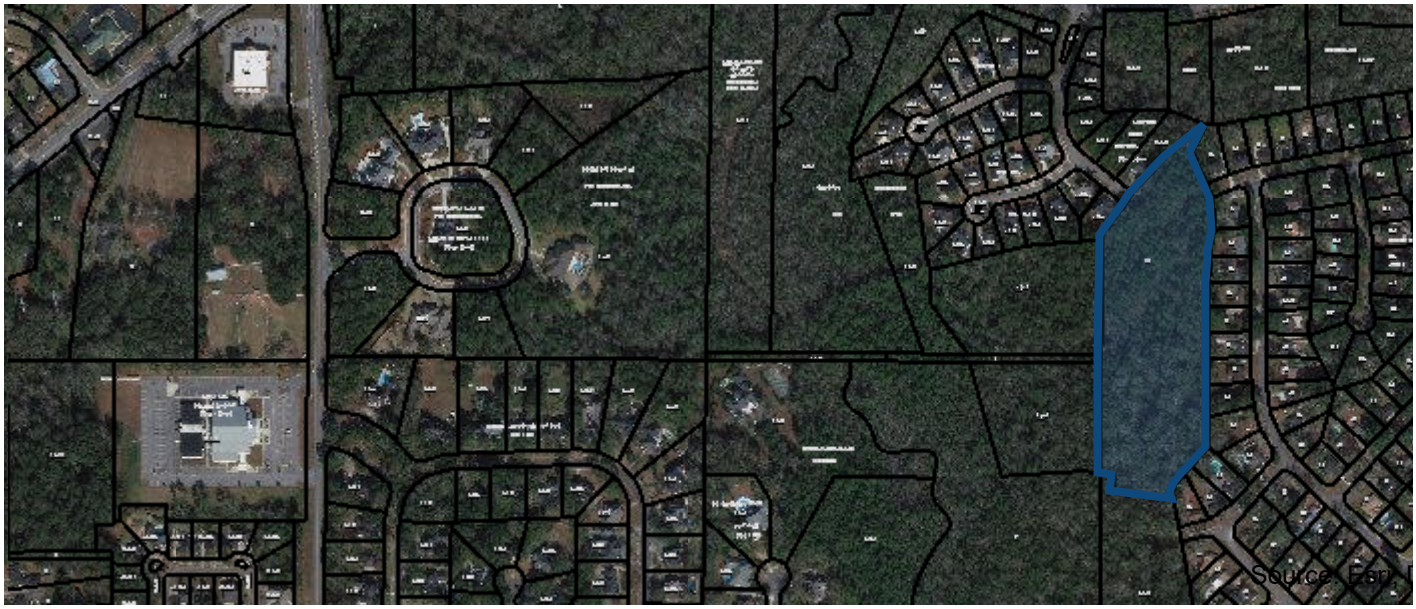
Mobile Property Search

Key Number: 1099938 For Year 2019

Map



Property Details

Account	
Key Number:	1099938
Legal Description:	BEG AT SE COR LOT 1 COASTAL S/D MBK 47/48 TH RUN N 405 FT(S) TH RUN NELY 915 FT(S) TH NE COR OF LOT 27 ASHVILLE UNIT ONE MBK 66 PG 111 TH SWLY 111.98 FT TH SELY 168 FT(S) TH SLY 109.05 FT TH SWLY 70 FT TH SLY 655 FT TO NE COR OF LOT 24 TH SWLY 165 FT(S) TH SLY 32.09 FT TH SELY 20 FT(S) TH WLY 205 FT(S) TH NLY 55 FT(S) TH 50 FT TH N 450 FT (S) TO POB #SEC 05 T5S R2W #MP33 03 05 4 001
Parcel Number:	3303054001030XXX
Type:	Real
Property Class:	2
Location	
Address:	
Owner	
Name:	BENCHMARK HOMES GROUP LLC
Mailing Address:	1290 MAIN ST STE E DAPHNE , AL 36526
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value:	$0
Land Value:	$150,500
Appraised Value:	$150,500
Taxable Value:	$150,500
Assessed Value:	$30,100

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for

accuracy.

Property Taxing Jurisdiction

Entity	Description	Millage Rate	Taxable Value	Total Estimated Tax With Exemptions
14	STATE	6.500000	$30,100	$195.65
14	SCHOOL	14.000000	$30,100	$421.40
14	FOREST	0.000000	$0	$0.00
14	DIST SCHOOL	15.500000	$30,100	$466.55
14	COUNTY	20.500000	$30,100	$617.05
14	CITY	7.000000	$30,100	$210.70

Total Millage Rate: 63.500000

Property Improvement - Building

Property Land

Type	Description	Acres	Sqft	Eff Front	Eff Depth	Taxable Value	Prod. Value
91	UNDEVELOPED	8.6	0.00	0.00	0.00	$150,500	$0

Property Roll Value History

Year	Improvements	Land Market	Appraised	Assessed
2019	$0	$150,500	$150,500	$30,100
2018	$0	$150,500	$150,500	$30,100
2017	$0	$150,500	$150,500	$30,100
2016	$0	$150,500	$150,500	$30,100
2015	$0	$150,500	$150,500	$30,100
2014	$0	$150,500	$150,500	$30,100
2013	$0	$150,500	$150,500	$0
2012	$0	$150,500	$150,500	$0
2011	$0	$150,500	$150,500	$0
2010	$0	$150,500	$150,500	$30,100
2009	$0	$150,500	$150,500	$30,100
2008	$0	$150,500	$150,500	$30,100

Property Deed History

Deed Date	Deed Type	Sale Price	Grantor	Grantee	Sale Type	Number
6/14/2017	2	$350,000	THOMSON L L C	BENCHMARK HOMES GROUP LLC	Land	7521-754
3/3/2017	2	$400,000	CROSSROADS LLC	THOMSON LLC	Land	7505-1184
8/21/2007	MULTIPLE PARCELS	$3,750,000			Land & Bldg	WD6245-254
5/17/2007	MULTIPLE PARCELS	$300,000			Land & Bldg	6197-1537
9/10/2003	MULTIPLE PARCELS	$300,000			Land & Bldg	WD5458-1373

DISCLAIMER

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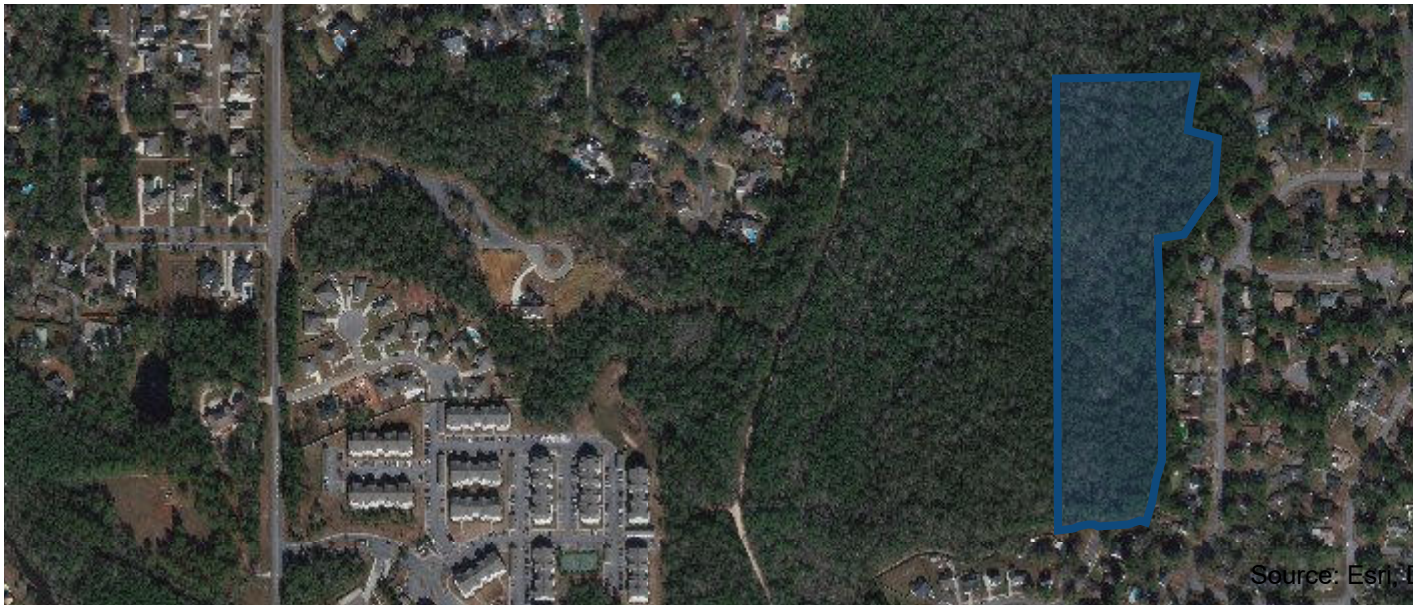
Mobile Property Search

Key Number: 1109428 For Year 2020

Map



Property Details

Account	
Key Number:	1109428
Legal Description:	BEG NW COR OF NE 1/4 SEC 08 T5S R2W TH E ALG N/L 450 FT TO NW COR OF CARRIAGE HILLS UNIT 4 SUB TH S 185 FT TH SELY 100 FT(S) TH S 193.29 FT TH SW 170 FT(S) TH W 85 FT TH S 760 FT(S) TH SW 210 FT(S) TH NW 23.28 FT TH SW 37.8 FT TH SW 100.40 FT TH NW 38 FT TH SW 45.53 FT TH SWLY 56 FT(S) TH N ALG W/L SD NE 1/4 OF SD SEC TO POB #SEC 08 T5S R2W #MP33 03 08 1 003
Parcel Number:	3303081003046XXX
Type:	Real
Property Class:	2
Location	
Address:	
Owner	
Name:	BENCHMARK HOMES GROUP LLC
Mailing Address:	1290 MAIN ST STE E DAPHNE , AL 36526
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Taxable Value	Total Estimated Tax With Exemptions

Total Millage Rate: N\A

Property Improvement - Building

Property Land

Type	Description	Acres	Sqft	Eff Front	Eff Depth	Taxable Value	Prod. Value
91	UNDEVELOPED	17	0.00	0.00	0.00	N\A	N\A

Property Roll Value History

Year	Improvements	Land Market	Appraised	Assessed
2019	$0	$127,500	$127,500	$25,500
2018	$0	$127,500	$127,500	$25,500
2017	$0	$127,500	$127,500	$25,500
2016	$0	$127,500	$127,500	$25,500
2015	$0	$127,500	$127,500	$25,500
2014	$0	$127,500	$127,500	$25,500
2013	$0	$127,500	$127,500	$0
2012	$0	$127,500	$127,500	$0
2011	$0	$127,500	$127,500	$0
2010	$0	$127,500	$127,500	$25,500
2009	$0	$127,500	$127,500	$25,500
2008	$0	$127,500	$127,500	$25,500

Property Deed History

Deed Date	Deed Type	Sale Price	Grantor	Grantee	Sale Type	Number
6/14/2017	2	$350,000	THOMSON L L C	BENCHMARK HOMES GROUP LLC	Land	7521-754
3/3/2017	2	$400,000	CROSSROADS LLC	THOMSON LLC	Land	7505-1184
8/21/2007	MULTIPLE PARCELS	$3,750,000			Land & Bldg	WD6245-254

DISCLAIMER

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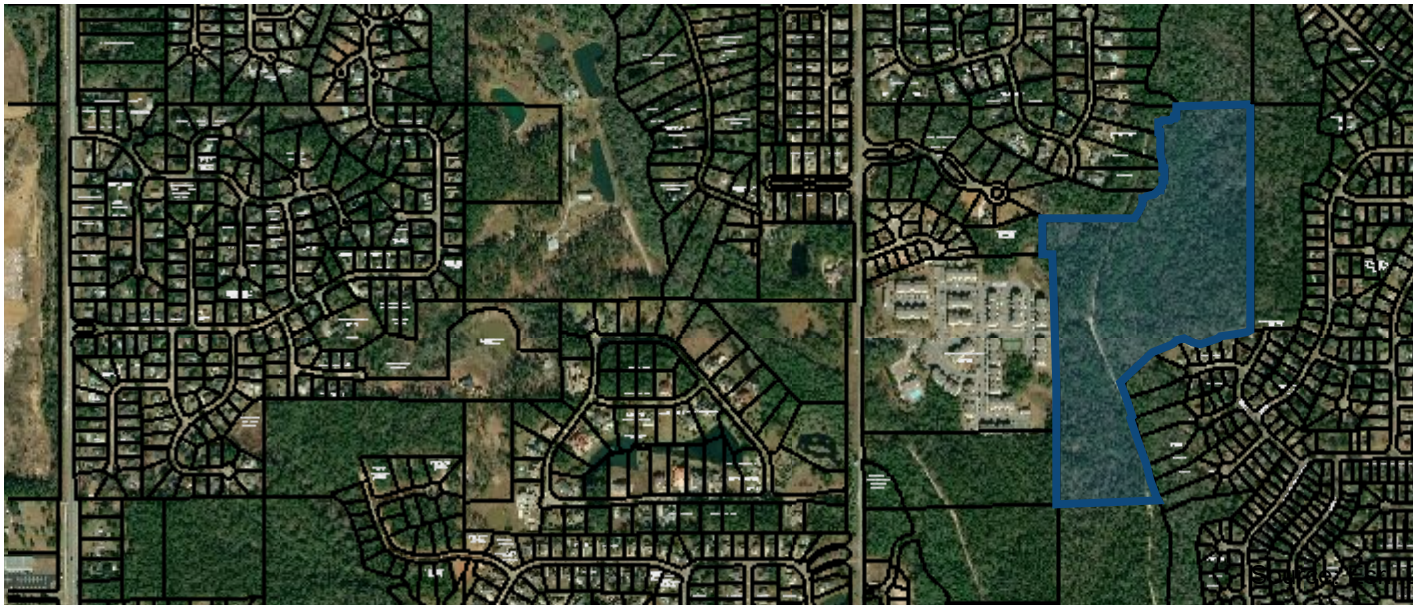
Mobile Property Search

Key Number: 1110318 For Year 2020

Map



Property Details

Account	
Key Number:	1110318
Legal Description:	COMM AT SW COR OF LOT 15 SHADOWCREEK MBK 84/40 TH E 387.97 FT TH SE 340.04 FT TH ELY 227.35 FT TH RUN NELY 263.19 FT TH RUN SELY 69.80 FT TO THE POB TH RUN E 615 FT(S) TH RUN NELY ALG THE MEANDERINGS OF MILKHOUSE CREEK A DIST OF 927 FT(S) TH RUN E 500 FT(S) TH RUN S 1515 FT(S) TH RUN WLY ALG THE N/L OF CHELSEA UNIT TWO MBK 58/121 TO THE NW COR OF LOT 6 OF SD S/D TH RUN SELY 828 FT(S) TH RUN W 690 FT(S) TH RUN N 1677 FT(S) TH RUN W 63.01 FT TH RUN N 276.71 FT TO THE POB
Parcel Number:	3303082000001XXX
Type:	Real
Property Class:	2
Location	
Address:	SOLLIE RD & COTTAGE HILL RD MOBILE, AL 36695
Owner	
Name:	BENCHMARK HOMES GROUP LLC
Mailing Address:	1290 MAIN ST STE E DAPHNE , AL 36526
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Taxable Value	Total Estimated Tax With Exemptions

Total Millage Rate: N\A

Property Improvement - Building

Property Land

Type	Description	Acres	Sqft	Eff Front	Eff Depth	Taxable Value	Prod. Value
91	UNDEVELOPED	50	0.00	0.00	0.00	N\A	N\A

Property Roll Value History

Year	Improvements	Land Market	Appraised	Assessed
2019	$0	$300,000	$300,000	$60,000
2018	$0	$300,000	$300,000	$60,000
2017	$0	$300,000	$300,000	$60,000
2016	$0	$300,000	$300,000	$60,000
2015	$0	$300,000	$300,000	$60,000
2014	$0	$300,000	$300,000	$0
2013	$0	$300,000	$300,000	$0
2012	$0	$300,000	$300,000	$0
2011	$0	$300,000	$300,000	$60,000
2010	$0	$300,000	$300,000	$60,000
2009	$0	$356,400	$356,400	$71,280
2008	$0	$570,000	$570,000	$114,000

Property Deed History

Deed Date	Deed Type	Sale Price	Grantor	Grantee	Sale Type	Number
6/14/2017	2	$350,000	THOMSON L L C	BENCHMARK HOMES GROUP LLC	Land	7521-754
6/1/2017		$33,000	VESSMENT HOLDINGS LLC	THOMSON L L C	Land	7517-409
8/21/2007	MULTIPLE PARCELS	$3,750,000			Land & Bldg	WD6245-254

DISCLAIMER

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Mobile Property Search

Key Number: 1099956 For Year 2020

Map

Property Details

Account	
Key Number:	1099956
Legal Description:	BEG AT THE SW COR OF THE SW 1/4 OF THE SE 1/4 OF SEC 5 T5S R2W TH RUN N 958 FT(S) TH RUN SELY 50 FT(S) TH SW- LY 55 FT(S) TH SELY 205 FT (S) TO W/L OF LOT 26 TH RUN SLY 390 FT(S) TH SELY 263 FT(S) TH ELY 75 FT(S) TH SLY 268 FT(S) TO S/L OF SEC 5 TH RUN W 468 FT(S) TO POB #SEC 05 T5S R2W #MP33 03 05 4 001
Parcel Number:	330305400103002X
Type:	Real
Property Class:	2
Location	
Address:	
Owner	
Name:	BENCHMARK HOMES GROUP LLC
Mailing Address:	1290 MAIN ST STE E DAPHNE , AL 36526
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Taxable Value	Total Estimated Tax With Exemptions

Total Millage Rate: N\A

Property Improvement - Building

Property Land

Type	Description	Acres	Sqft	Eff Front	Eff Depth	Taxable Value	Prod. Value
91	UNDEVELOPED	7.4	0.00	0.00	0.00	N\A	N\A

Property Roll Value History

Year	Improvements	Land Market	Appraised	Assessed
2019	$0	$55,500	$55,500	$11,100
2018	$0	$55,500	$55,500	$11,100
2017	$0	$55,500	$55,500	$11,100
2016	$0	$55,500	$55,500	$11,100
2015	$0	$55,500	$55,500	$11,100
2014	$0	$55,500	$55,500	$11,100
2013	$0	$55,500	$55,500	$0
2012	$0	$55,500	$55,500	$0
2011	$0	$55,500	$55,500	$0
2010	$0	$55,500	$55,500	$11,100
2009	$0	$55,500	$55,500	$11,100
2008	$0	$55,500	$55,500	$11,100

Property Deed History

Deed Date	Deed Type	Sale Price	Grantor	Grantee	Sale Type	Number
6/14/2017	2	$350,000	THOMSON L L C	BENCHMARK HOMES GROUP LLC	Land	7521-754
3/3/2017	2	$400,000	CROSSROADS LLC	THOMSON LLC	Land	7505-1184
8/21/2007	MULTIPLE PARCELS	$3,750,000			Land & Bldg	WD6245-254

DISCLAIMER

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Mobile Property Search

Key Number: 2645089 For Year 2020

Map

Property Details

Account	
Key Number:	2645089
Legal Description:	COMG AT THE SE COR OF THE NE 1/4 OF THE SW 1/4 TH RUN N 25 FT TO POB TH CONT N 405 FT(S) TH SWLY 25 FT(S) TH WLY 238.07 FT TH CONT WLY 335.05 FT TH S 115 FT TH SELY 208 FT(S) TH E 450 FT(S) TO POB #SEC 05 T5S R2W #MP33 03 05 3 000
Parcel Number:	3303053000001042
Type:	Real
Property Class:	2
Location	
Address:	
Owner	
Name:	BENCHMARK HOMES GROUP LLC
Mailing Address:	1290 MAIN ST STE E DAPHNE , AL 36526
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Taxable Value	Total Estimated Tax With Exemptions

Total Millage Rate: N\A

Property Improvement - Building

Property Land

Type	Description	Acres	Sqft	Eff Front	Eff Depth	Taxable Value	Prod. Value
91	UNDEVELOPED	4	0.00	0.00	0.00	N\A	N\A

Property Roll Value History

Year	Improvements	Land Market	Appraised	Assessed
2019	$0	$24,000	$24,000	$4,800
2018	$0	$24,000	$24,000	$4,800
2017	$0	$24,000	$24,000	$4,800
2016	$0	$24,000	$24,000	$4,800
2015	$0	$24,000	$24,000	$4,800
2014	$0	$24,000	$24,000	$4,800
2013	$0	$24,000	$24,000	$0
2012	$0	$24,000	$24,000	$0
2011	$0	$24,000	$24,000	$0
2010	$0	$24,000	$24,000	$4,800
2009	$0	$24,000	$24,000	$4,800
2008	$0	$24,000	$24,000	$4,800

Property Deed History

Deed Date	Deed Type	Sale Price	Grantor	Grantee	Sale Type	Number
6/14/2017	2	$350,000	THOMSON L L C	BENCHMARK HOMES GROUP LLC	Land	7521-754
3/3/2017	2	$400,000	CROSSROADS LLC	THOMSON LLC	Land	7505-1184
8/21/2007	MULTIPLE PARCELS	$3,750,000			Land & Bldg	WD6245-254
5/17/2007	MULTIPLE PARCELS	$300,000			Land & Bldg	6197-1537
9/10/2003	MULTIPLE PARCELS	$300,000			Land & Bldg	WD5458-1373

DISCLAIMER

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Mobile Property Search

Key Number: 2655371 For Year 2020

Map

Property Details

Account	
Key Number:	2655371
Legal Description:	BEG AT SE COR OF NE 1/4 OF SW 1/4 OF SEC 5 T5S R2W TH RUN S 368 FT(S) TH RUN NW- LY 58FT(S) TH RUN W-LY 275 FT(S) TH NW-LY 398 FT(S) TH RUN E 445 FT(S) TO POB #SEC 05 T5S R2W #MP33 03 05 3 000
Parcel Number:	3303053000007013
Type:	Real
Property Class:	2
Location	
Address:	
Owner	
Name:	BENCHMARK HOMES GROUP LLC
Mailing Address:	1290 MAIN ST STE E DAPHNE , AL 36526
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Taxable Value	Total Estimated Tax With Exemptions

Total Millage Rate: N\A

Property Improvement - Building

Property Land

Type	Description	Acres	Sqft	Eff Front	Eff Depth	Taxable Value	Prod. Value
91	UNDEVELOPED	3.3	0.00	0.00	0.00	N\A	N\A

Property Roll Value History

Year	Improvements	Land Market	Appraised	Assessed
2019	$0	$19,800	$19,800	$3,960
2018	$0	$19,800	$19,800	$3,960
2017	$0	$19,800	$19,800	$3,960
2016	$0	$19,800	$19,800	$3,960
2015	$0	$19,800	$19,800	$3,960
2014	$0	$19,800	$19,800	$3,960
2013	$0	$19,800	$19,800	$0
2012	$0	$19,800	$19,800	$0
2011	$0	$19,800	$19,800	$0
2010	$0	$19,800	$19,800	$3,960
2009	$0	$19,800	$19,800	$3,960
2008	$0	$19,800	$19,800	$3,960

Property Deed History

Deed Date	Deed Type	Sale Price	Grantor	Grantee	Sale Type	Number
6/14/2017	2	$350,000	THOMSON L L C	BENCHMARK HOMES GROUP LLC	Land	7521-754
3/3/2017	2	$400,000	CROSSROADS LLC	THOMSON LLC	Land	7505-1184
8/21/2007	MULTIPLE PARCELS	$3,750,000			Land & Bldg	WD6245-254
5/17/2007	MULTIPLE PARCELS	$300,000			Land & Bldg	6197-1537
9/10/2003		$0			Land & Bldg	WD5458-1373

DISCLAIMER

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for accuracy.

Appendix C Adjacent Property Owners Map, List

R023303053000001.021
AFZALIRAD ALI & CHARITY MASON
6758 BILTMORE CT
MOBILE, AL 36695

R023303081003016.000
ANGELIDIS ALEXANDER PAUL & RENEE J LLAUGET
2816 GASLIGHT LN W
MOBILE, AL 36695

R023303053000001.040
ASHEVILLE HOMEOWNERS ASSOCIATION INC A CORPORATION
PO BOX 9291
MOBILE, AL 36691

R023303081002073.000
BEASLEY KYLE
2813 GASLIGHT LN W
MOBILE, AL 36695

R023303081002072.000
BETHUNE GEORGE E & TYRONNDA
1321 TOMOKA TOWN CENTER DR APT 110
DAYTONA BEACH, FL 32117

R023303081003018.000
BOSCO RICHARD A
2824 GASLIGHT LN W
MOBILE, AL 36695

R023303082000001.006
BROOKS TRE R
6820 COVENTRY COURT
MOBILE, AL 36695

R023303053000001.043 & .044
CASTRO VICTOR
3370 BRISTLECONE DR
MOBILE, AL 36693

R023303082000001.064
CHARLESTON APT. OF MOBILE LLC
116 ONE MADISON PLAZA STE 2100
MADISON, MS 39110

R023303081003024.000
COLEMAN ANTONIO D
2904 GASLIGHT LN W
M0BILE, AL 36695

R023303054001099.000
ALFARO JORGE & SILVA YADIERA
2559 WAGON TONGUE DR S
MOBILE, AL 36609

R023303053000001.022
ANSARI SANA S
6762 BILTMORE CT
MOBILE, AL 36695

R023303082000001.028
BAKER JUDY M AS SOLE TRUSTEE
2801 CHURCHBELL DR
MOBILE, AL 36695

BENCHMARK HOMES GROUP LLC
2212 MAIN ST
DAPHNE, AL 36526

R023303081003001.000
BLOOM DONALD A & NEDRA W
6721 HITCHING POST CT
MOBILE, AL 36695

R023303053000001.026
BOUDREAUX HARRY
6763 BILTMORE COURT
MOBILE, AL 36695

R023303054001098.000
BURROUGHS BRUCE JOHN
8305 REIDY CT
MOBILE, AL 36695

R023303054001100.000
STEVEN M & VANESSA H CHAPPELL
C/O ANDREA & JOSEPH TARNECKI
2555 WAGON TONGUE DR
MOBILE, AL 36695

R023303053000001.001
CHARLESTON OAKS HOMEOWNERS ASSOCIATION INC
PO BOX 9434
MOBILE, AL 36691

R023303054001047.000
COORS JESSI PAIGE KELLEY
6704 THOROUGHBRED CT
MOBILE, AL 36695

R023303054001046.000
ANDERS RICHARD DEAN & VINCENT ALLEN MILLER
2608 ANTEBELLUM DR
MOBILE, AL 36695

R023303053000001.023
ARNOLD LARRY J & DIANNE C ARNOLD
6766 BILTMORE CT
MOBILE, AL 36693

R023303082000001.026
BALL CLARENCE M JR & CHARLESETTA
1 SOUTHERN WAY
MOBILE, AL 36619

R023303054001055.000
BOLTZ SHERRY L & JOSEPH H BOOKER
6709 HITCHING POST CT
MOBILE, AL 36695

R023303081003020.000
BRIGGS ANTHONY & DEBRA L
2832 W GASLIGHT LANE
MOBILE, AL 36695

R023303054001048.000
BUTLER BRUCE & ANGELA BUTLER
30229 WESTMINISTER GATES DR
SPANISH FORT, AL 36527

R023303053000001.030
COCHRAN SAMUEL M & SABRINA L COCHRAN
6747 BILTMORE CT
MOBILE, AL 36695

R023303081003012.000
CRENSHAW DAPHIAN V & LEANNA CRENSHAW
2800 GASLIGHT LN W
MOBILE, AL 36695

R023303054001030.006
CUMBEST PAM
2828 COTSWOLD CT
KELLER, TX 76248

R023303054001030.003
DAVIS WALTER FRANK II C/O WALKER LATORIA J
2517 BLUE RIDGE BLVD
MOBILE, AL 36695

R023303054001039.000
DELFIERRO ROSS & ANICIA DELFIERRO
605 CHELSEA DR E
MOBILE, AL 36608

R023303081003046.096
EDWARDS CECIL W & JOANN
2909 VALLEY DALE DR
MOBILE, AL 36695

R023303054001027.000
FECAS MICHAEL P & MARIE FECAS
6640 OLD DOBBIN DR N
MOBILE, AL 36695

R023303081003026.000
GREER DAVID
2912 GASLIGHT LN W
MOBILE, AL 36695

R023303053000001.027
GUARDIAN TAX AL LLC C/O CURRY DEBORAH A & RANDY B CURRY
13575 LYNAM DR
OMAHA, NE 68138

R023303054001048.01
HAVARD JOHN BRADY AND SAMANTHA RENE HAVARD
6709 THOROUGHBRED CT
MOBILE, AL 36695

R023303081003010.000
HOLLEY ANDREA MOBLEY
6620 GASLIGHT LN N
MOBILE, AL 36695

R023303082000001.039
HYDER RICHARD AKA RICHARD R & DEBORAH HYDER AKA DEBORAH
6817 GARDEN RIDGE CT
MOBILE, AL 36695

R023303054001097.000
CUNNINGHAM TANYA C/O RATLEDGE EDWIN
2571 WAGON TONGUE DR
MOBILE, AL 36695

R023303054001036.000
DAY MARVIN E & KELLEY C
2574 WAGON TONGUE DR
MOBILE, AL 36695

R023303082000001.001
DUDLEY ERIC JOHN & DEBRA LEE
2908 VALLEY DALE DRIVE
MOBILE, AL 36695

R023303082000001.035
ELLIFF DARYL & BRENDA ELLIFF
6801 GARDEN RIDGE CT
MOBILE, AL 36695

R023303054001051.000
FERRY ROBERT R & CAROL
6704 HITCHING POST COURT
MOBILE, AL 36695

R023303054001093.000
GREGORY JIMMY TERRELL & REBECCA C
2587 WAGON TONGUE DR
MOBILE, AL 36695

R023303081003033.000
GUENDOUZI JACQUELINE A & MAHDI GUENDOUZI
6617 GATEWOOD DR
MOBILE, AL 36695

R023303081003011.000
HAYNES RONALD H & LUCY G
6624 GASLIGHT LN N
MOBILE, AL 36695

R023303054001043.000
HOLT EDDIE & SHEILA HOLT
6712 HARNESS WAY
MOBILE, AL 36695

R023303054001033.000
JACOBS PEGGY M
2560 WAGON TONGUE DR
MOBILE, AL 36695

R023303054001050.000
DAMRON DENVER L & ALEXIS G
2624 ANTEBELLUM DRIVE
MOBILE, AL 36695

R023303054001041.000
DEBLAEY MATTHEW L
6704 HARNESS WAY
MOBILE, AL 36695

R023303053000001.031
DYAL SHAHRZAD & EVAN DYAL
2516 BLUE RIDGE BLVD
MOBILE, AL 36695

R023303081003025.000
EVANS CORA L
2908 GASLIGHT LANE W
MOBILE, AL 36695

R023303081003021.000
FREY ALICE LOUISE
2836 W GASLIGHT LN
MOBILE, AL 36695

R023303054001053.000
GRIFFITH DAWN
6712 HITCHING POST CT
MOBILE, AL 36695

R023303081002087.000
HARKINS CHARLES G & ELIZABETH HARKINS
6624 HORSEMANS CIR
MOBILE, AL 36695

R023303081003023.000
HENN JEFFREY D & KAREN E
2900 GASLIGHT LANE
MOBILE, AL 36695

R023303054001025.000
HUNTER LARRY JR
6632 OLD DOBBIN DR N
MOBILE, AL 36695

R023303054001034.000
JEFFREY CHARLES C
2564 WAGON TONGUE DR
MOBILE, AL 36695

R023303081003027.000
JOHNSON HOLLIE CATHERINE
2916 GASLIGHT LN W
MOBILE, AL 36695

R023303081003015.000
KBS PROPERTIES LLC C/O TERRY & HOLLY STEWART
2812 GASLIGHT LN W
MOBILE, AL 36695

R023303054001042.000
KNOTTS TABITHA & TRENT JOHNSON
6708 HARNESS WAY
MOBILE, AL 36695

R023303081003046.095
LAMBERT JAMES R JR
2905 VALLEY DALE DR
MOBILE, AL 36695

R023303054001031.000
LEPRE LYNDELL JOSEPH JR & THERESA LYNNE
2550 WAGON TONGUE DR
MOBILE, AL 36695

R023303053000001.024
LUCAS DAVID NATHANIEL & ALLISON BETTS LUCAS
6770 BILTMORE CT
MOBILE, AL 36695

R023303082000001.043
MARTIN ESTELLE A
6812 GARDEN RIDGE CT
MOBILE, AL 36695

R023303081002086.000
MCCANTS PATRICNELLA C & VICTOR MARCELL MCCANTS
6620 HORSEMAN'S CIR
MOBILE, AL 36695

R023303054001035.000
DALLAS FREDERICK JR & MARY M MILLER C/O JACQUELINE BENSON
2570 WAGON TONGUE DR
MOBILE, AL 36695

R023303081003008.000
MOORE MICHAEL B & DENISE C
6612 GASELIGHT LANE N
MOBILE, AL 36695

R023303081003046.097
JOHNSON LATERRIA
2913 VALLEY DALE DR
MOBILE, AL 36695

R023303054001069.000
KELLER CURTIS L & JACQUELINE B KELLER & FRANCES M KELLER
2600 WAGON TONGUE DR
MOBILE, AL 36695

R023303054001040.000
KOVAL RICKY & ROSEMARY
2592 WAGON TONGUE DR
MOBILE, AL 36695

R023303054001096.000
LEAVER VERONICA L
2575 WAGON TONGUE DR
MOBILE, AL 36695

R023303054001030.005
LIBERTY REAL ESTATE LLC
2735 BENNINGTON DR
MOBILE, AL 36695

R023303053000007.012
MALLIPEDDI VISHWANTH REDDY
2817 CHURCHBELL CT
MOBILE, AL 36695

R023303054001045.000
MARVEL KIM D
2604 ANTEBELLUM DR
MOBILE, AL 36695

R023303081003046.099
MCGUIRE MARY S C/O MCGUIRE MARY S
2921 VALLEY DALE DRIVE
MOBILE, AL 36695

R023303082000001.044
MILLER THERESA F PROVINCE
6808 GARDEN RIDGE CT
MOBILE, AL 36695

R023303054001044.000
MORRISSETTE CAROLYN
856 S DEARBORN ST
MOBILE, AL 36603

R023303081002057.001
JONES BRYANT M & KERI M SPARKS
6616 GATEWOOD DR
MOBILE, AL 36695

R023303053000001.005
KIRBY PROPERTIES L L C
7060 AIRPORT BLVD
MOBILE, AL 36608

R023303081003013.000
LAMBERT GEORGE T & GERALDINE Y
2804 GASLIGHT LN W
MOBILE, AL 36609

R023303054001055.01
LEE BROOKS FRANCIS & MORGAN LEIGH ODEN
6705 HITCHING POST
MOBILE, AL 36695

R023303081003022.000
LIEBLING IRWIN & CARLA J
2840 GASLIGHT LANE W
MOBILE, AL 36695

R023303053000001.032-034 & 30.004
MARR THOMAS M JR
PO BOX 82
POINT CLEAR, AL 36564

R023303053000007.010
MATHEWS CRAIG & DEBORAH
2809 CHURCHBELL CT
MOBILE, AL 36695

R023303054001066.000
MCKNIGHT JAMES P JR & BONNIE R
2609 ANTEBELLUM DR
MOBILE, AL 36609

R023303082000001.045
MILLER WILLIAM EUGENE JR
6804 GARDEN RIDGE
MOBILE, AL 36695

R023303054001092.000
MORRISSETTE RUDELL & SANDRA ANNICE MORRISSETTE
2591 WAGON TONGUE DR
MOBILE, AL 36695

R023303081002059.000
MUDREAC CLAUDIU L & CARNELIA
2905 W GASLIGHT LN
MOBILE, AL 36605

R023303081002089.000
NGUYEN PHUOC VAN C/O PLUMLEE JEFFREY & SARAH PLUMLEE
6617 N GASLIGHT LN N
MOBILE, AL 36695

R023303054001054.000
OVERSTREET JEFFERY S
6716 HITCHING POST CT
MOBILE, AL 36695

R023303081003029.000
PERCIVAL CHRISTINE
2924 GASLIGHT LN W
MOBILE, AL 36695

R023303081003002.000
POLIZZI KRISTINA E
6717 HITCHING POST CT
MOBILE, AL 36695

R023303054001095.000
POWELL APRIL L
2579 WAGON TONGUE DR
MOBILE, AL 36695

R023303081002074.000
RASCH KAREN M
2809 GASLIGHT LN W
MOBILE, AL 36695

R023303082000001.005
RICHBOURG BRANDY N
6816 COVENTRY COURT
MOBILE, AL 36695

R023303081002060.000
RUSH GEORGE F
6609 DEVONDALE CT
MOBILE, AL 36695

R023303053000007.009
MYC LUKASZ ANDRZEJ & LAURA ELIZABETH-ROOP MYC
2805 CHURCHBELL CT
MOBILE, AL 36695

R023303081003019.000
HERBERT B & PATRICIA W ORR, TRUSTEES OF THEIR SUCCESSORS
2828 GASLIGHT LANE W
MOBILE, AL 36695

R023303082000001.007
OWLER JOHN F & THERESA M
6817 COVENTRY CT
MOBILE, AL 36695

R023303054001094.000
PEREZ JONATHAN H & ANNE PEREZ
2583 WAGON TONGUE DR
MOBILE, AL 36695

R023303081003014.000
POLK JOHN WAYNE & NANCY L
2808 GASLIGHT LANE WEST
MOBILE, AL 36695

R023303054001068.000
PRESLEY RANDAL G & HANNAH J PRESLEY
6707 HARNESS WAY
MOBILE, AL 36695

R023303082000001.037
RHYNE MELISSA J C/O RHYNE MELISSA J
6809 GARDEN RIDGE CT
MOBILE, AL 36695

R023303081002064.000
ROBERTSON PAMELA B
2833 GASLIGHT LANE W
MOBILE, AL 36695

R023303081002075.000
SAMUELS DORIS B
6625 HORSEMAN'S CIR
MOBILE, AL 36695

R023303082000001.036
NELSON DAVID G JR
6805 GARDEN RIDGE CT
MOBILE, AL 36695

R023303054001052.000
OUTLAW SUSAN JACKSON
6708 HITCHING POST CT
MOBILE, AL 36695

R023303053000001.000
PEOPLES BANK OF ALABAMA THE C/O VEE SERVICES INC
11700 PRESTON RD # 660-193
DALLAS, TX 75230

R023303083000001.002
PHAN AMY
600 SHALIMAR RD
MOBILE, AL 36609

R023303082000001.030
PORTER DARRYL R & SONYA PORTER
2800 CHURCHBELL DR
MOBILE, AL 36695

R023303082000001.053, 54 & 67
RAAMS LLC, A LMTD LIABILITY CO & ASEM HASAN
151 SCHILLINGER RD S
MOBILE, AL 36608

R023303054001067.000
RANKIN ANNA MARIE
P O BOX 190854
MOBILE, AL 36619

R023303053000006.000
RICHARDSON RAYFORD J & VICKI H RICHARDSON
2821 CHURCHBELL CT
MOBILE, AL 36695

R023303053000001.020
ROWLAND JAMES B & MARTHA E
6754 BILTMORE CT
MOBILE, AL 36695

R023303054001028.000
SANCHEZ APRIL V
6700 OLD DOBBIN DRIVE N
MOBILE, AL 36695

R023303081003046.098
SCOTT DESIREE L
2917 VALLEY DALE DR
MOBILE, AL 36695

R023303082000001.029
SELLERS DANIEL C JR & CHRISTIE T
4351 ORTEGA FOREST DR
JACKSONVILLE, FL 32210

R023303054001026.000
SHELTON BRAD A & TERRI A
6636 OLD DOBBIN DR N
MOBILE, AL 36695

R023303082000002.000 & 5.000
SOLLIE ROAD DEVELOPMENT LLC
C/O LYNN NOLEN CONST. INC
3800 SOLLIE RD
MOBILE, AL 36619

R023303082000001.046
STEPHENS CAROL M
2912 VALLEYDALE DR
MOBILE, AL 36695

R023303082000001.018
THISTLETHWAITE ROBERT C & ANDREA BROOKE CARTEE
6825 WINDSOR COURT
MOBILE, AL 36695

R023303053000001.029
UMBEHAGEN OSCAR J JR & VICKI L UMBEHAGEN
6751 BILTMORE CT
MOBILE, AL 36695

R023303082000001.086
UNO DEVELOPMENT LLC
P O BOX 1040
MAGNOLIA SPRINGS, AL 36555

R023303081003017.000
VOLOSHIK JAMES J & CONNIE L
2820 GASLIGHT LANE W
MOBILE, AL 36695

R023303054001032.000
WASHINGTON MORGAN V & ANDREW WASHINGTON
2556 WAGON TONGUE DR
MOBILE, AL 36695

R023303082000001.042
SCOTT MICHAEL C & CECILIA L SCOTT
6816 GARDEN RIDGE CT
MOBILE, AL 36695

R023303054001037.000
SELLERS JAMES DURDEN
2578 WAGON TONGUE DR
MOBILE, AL 36695

R023303054001038.000
SMITH JOHN E & ELAINE A SMITH
2584 WAGON TONGUE DR
MOBILE, AL 36695

R023303053000001.019
STOCKMAN MICHAEL RYAN & LIZA NOEL HUDSPETH STOCKMAN
2504 BLUE RIDGE BLVD
MOBILE, AL 36695

R023303082000001.041
THOMANN ERIC C & CARRIE A
6820 GARDEN RIDGE CT
MOBILE, AL 36695

R023303053000007.011
UMBREIT NICOLETTE
2813 CHURCHBELL CT
MOBILE, AL 36695

R023303081003003.000
VALENTINO FRANCES MARION WARD & PAMELA V KULAKOWSKI
6713 HITCHING POST CT
MOBILE, AL 36695

R023303082000001.040
WALKER DAWN
6821 GARDEN RIDGE CT
MOBILE, AL 36695

R023303081002088.000
WATTS WILLIAM H & PATRICIA M
6621 GASLIGHT LN N
MOBILE, AL 36695

R023303054001101.000
SECRETARY OF HOUSING & URBAN DEV. C/O GUTIERREZ GROUP LLC
3575 PIEDMONT RD NE
ATLANTA, GA 30305

R023303082000001.038
SHAMBURGER SHARRON
6813 GARDEN RIDGE CT
MOBILE, AL 36695

R023303082000001.017
SMITH TONY LEE
6820 WINDSOR CT
MOBILE, AL 36695

R023303081003009.000
SPARKMAN JOSHUA D & LORI J SPARKMAN
6616 GASLIGHT LN N
MOBILE, AL 36695

R023303054001049.000
RON G & JACQUELINE G STUMP
8147 YORKHAVEN RD
MOBILE, AL 36695

R023303054001030.002
TREBESH THOMAS ROBERT REVOCABLE TRUST
5519 SPOONFLOWER DR
PENSACOLA, FL 32526

R023303053000001.028
UNDERWOOD JUDITH & LOWELL THOMAS UNDERWOOD
6755 BILTMORE CT
MOBILE, AL 36695

R023303054001098.01
CARLOS A & MARIA E VIZOSO C/O MCLEOD CHRIS & HAILEY MCLEOD
2205 ANGELCREEK CT
JACKSONVILLE, FL 32221

R023303081003028.000
WASHINGTON LAMAR R
P O BOX 501063
MOBILE, AL 36605

R023303053000001.025
WESLEY MARZELLA
6767 BILTMORE CT
MOBILE, AL 36695

R023303081002065.000
TRUSTEE OF THE THOMAS M WHITESIDE JR REVOCABLE TRUST
2825 GASLIGHT LANE W
MOBILE, AL 36695

R023303082000001.027
ZUSCHKE CHRISTEN A & ANGELA A
2829 CHURCHBELL CT
MOBILE, AL 36695

R023303054001029.000
WIDDOWS RICHARD W & SHIRLEY M
6704 OLD DOBBIN DR N
MOBILE, AL 36695

R023303053000007.007
WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE LOAN TRUST A
1600 S DOUGLASS RD STE 200-A
ANAHEIM, CA 92806

PARCEL	NAME	MAIL_ADDR1	MAIL_CITY	STATE	ZIP
R023303053000001.021	AFZALIRAD ALI & CHARITY MASON	6758 BILTMORE CT	MOBILE	AL	36695
R023303054001099.000	ALFARO JORGE & SILVA YADIERA	2559 WAGON TONGUE DR S	MOBILE	AL	36609
R023303054001046.000	ANDERS RICHARD DEAN & VINCENT ALLEN MILLER	2608 ANTEBELLUM DR	MOBILE	AL	36695
R023303081003016.000	ANGELIDIS ALEXANDER PAUL & RENEE J LLAUGET	2816 GASLIGHT LN W	MOBILE	AL	36695
R023303053000001.022	ANSARI SANA S	6762 BILTMORE CT	MOBILE	AL	36695
R023303053000001.023	ARNOLD LARRY J & DIANNE C ARNOLD	6766 BILTMORE CT	MOBILE	AL	36693
R023303053000001.040	ASHEVILLE HOMEOWNERS ASSOCIATION INC A CORPORATION	PO BOX 9291	MOBILE	AL	36691
R023303082000001.028	BAKER JUDY M AS SOLE TRUSTEE	2801 CHURCHBELL DR	MOBILE	AL	36695
R023303082000001.026	BALL CLARENCE M JR & CHARLESETTA	1 SOUTHERN WAY	MOBILE	AL	36619
R023303081002073.000	BEASLEY KYLE	2813 GASLIGHT LN W	MOBILE	AL	36695
R023303053000001.042	BENCHMARK HOMES GROUP LLC	2212 MAIN ST	DAPHNE	AL	36526
R023303053000007.013					
R023303054001030.000					
R023303054001030.02					
R023303081003046.000					
R023303082000001.000					
R023303083000001.000					
R023303053000007.000					
R023303081002072.000	BETHUNE GEORGE E & TYRONNDA	1321 TOMOKA TOWN CENTER DR APT 110	DAYTONA BEACH	FL	32117
R023303081003001.000	BLOOM DONALD A & NEDRA W	6721 HITCHING POST CT	MOBILE	AL	36695
R023303054001055.000	BOLTZ SHERRY L & JOSEPH H BOOKER	6709 HITCHING POST CT	MOBILE	AL	36695
R023303081003018.000	BOSCO RICHARD A	2824 GASLIGHT LN W	MOBILE	AL	36695
R023303053000001.026	BOUDREAUX HARRY	6763 BILTMORE COURT	MOBILE	AL	36695
R023303081003020.000	BRIGGS ANTHONY & DEBRA L	2832 W GASLIGHT LANE	MOBILE	AL	36695
R023303082000001.006	BROOKS TRE R	6820 COVENTRY COURT	MOBILE	AL	36695
R023303054001098.000	BURROUGHS BRUCE JOHN	8305 REIDY CT	MOBILE	AL	36695
R023303054001048.000	BUTLER BRUCE & ANGELA BUTLER	30229 WESTMINISTER GATES DR	SPANISH FORT	AL	36527
R023303053000001.043	CASTRO VICTOR	3370 BRISTLECONE DR	MOBILE	AL	36693
R023303053000001.044					

PARCEL	NAME	MAIL_ADDR1	MAIL_CITY	STATE	ZIP
R023303054001100.000	CHAPPELL STEVEN M & VANESSA H CHAPPELL C/O TARNECKI ANDREA MARIE & JOSEPH HENRY TARNECKI	2555 WAGON TONGUE DR	MOBILE	AL	36695
R023303082000001.064	CHARLESTON APARTMENTS OF MOBILE LLC	116 ONE MADISON PLAZA SUITE 2100	MADISON	MS	39110
R023303053000001.001	CHARLESTON OAKS HOMEOWNERS ASSOCIATION INC	PO BOX 9434	MOBILE	AL	36691
R023303053000001.030	COCHRAN SAMUEL M & SABRINA L COCHRAN	6747 BILTMORE CT	MOBILE	AL	36695
R023303081003024.000	COLEMAN ANTONIO D	2904 GASLIGHT LN W	M0BILE	AL	36695
R023303054001047.000	COORS JESSI PAIGE KELLEY	6704 THOROUGHBRED CT	MOBILE	AL	36695
R023303081003012.000	CRENSHAW DAPHIAN V & LEANNA CRENSHAW	2800 GASLIGHT LN W	MOBILE	AL	36695
R023303054001030.006	CUMBEST PAM	2828 COTSWOLD CT	KELLER	TX	76248
R023303054001097.000	CUNNINGHAM TANYA C/O RATLEDGE EDWIN	2571 WAGON TONGUE DR	MOBILE	AL	36695
R023303054001050.000	DAMRON DENVER L & ALEXIS G	2624 ANTEBELLUM DRIVE	MOBILE	AL	36695
R023303054001030.003	DAVIS WALTER FRANK II C/O WALKER LATORIA J	2517 BLUE RIDGE BLVD	MOBILE	AL	36695
R023303054001036.000	DAY MARVIN E & KELLEY C	2574 WAGON TONGUE DR	MOBILE	AL	36695
R023303054001041.000	DEBLAEY MATTHEW L	6704 HARNESS WAY	MOBILE	AL	36695
R023303054001039.000	DELFIERRO ROSS & ANICIA DELFIERRO	605 CHELSEA DR E	MOBILE	AL	36608
R023303082000001.001	DUDLEY ERIC JOHN & DEBRA LEE	2908 VALLEY DALE DRIVE	MOBILE	AL	36695
R023303053000001.031	DYAL SHAHRZAD & EVAN DYAL	2516 BLUE RIDGE BLVD	MOBILE	AL	36695
R023303081003046.096	EDWARDS CECIL W & JOANN	2909 VALLEY DALE DR	MOBILE	AL	36695
R023303082000001.035	ELLIFF DARYL & BRENDA ELLIFF	6801 GARDEN RIDGE CT	MOBILE	AL	36695
R023303081003025.000	EVANS CORA L	2908 GASLIGHT LANE W	MOBILE	AL	36695
R023303054001027.000	FECAS MICHAEL P & MARIE FECAS	6640 OLD DOBBIN DR N	MOBILE	AL	36695
R023303054001051.000	FERRY ROBERT R & CAROL	6704 HITCHING POST COURT	MOBILE	AL	36695
R023303081003021.000	FREY ALICE LOUISE	2836 W GASLIGHT LN	MOBILE	AL	36695
R023303081003026.000	GREER DAVID	2912 GASLIGHT LN W	MOBILE	AL	36695
R023303054001093.000	GREGORY JIMMY TERRELL & REBECCA C	2587 WAGON TONGUE DR	MOBILE	AL	36695

PARCEL	NAME	MAIL_ADDR1	MAIL_CITY	STATE	ZIP
R023303054001053.000	GRIFFITH DAWN	6712 HITCHING POST CT	MOBILE	AL	36695
R023303053000001.027	GUARDIAN TAX AL LLC C/O CURRY DEBORAH A & RANDY B CURRY	13575 LYNAM DR	OMAHA	NE	68138
R023303081003033.000	GUENDOUZI JACQUELINE A & MAHDI GUENDOUZI	6617 GATEWOOD DR	MOBILE	AL	36695
R023303081002087.000	HARKINS CHARLES G & ELIZABETH HARKINS	6624 HORSEMANS CIR	MOBILE	AL	36695
R023303054001048.01	HAVARD JOHN BRADY AND SAMANTHA RENE HAVARD	6709 THOROUGHBRED CT	MOBILE	AL	36695
R023303081003011.000	HAYNES RONALD H & LUCY G	6624 GASLIGHT LN N	MOBILE	AL	36695
R023303081003023.000	HENN JEFFREY D & KAREN E	2900 GASLIGHT LANE	MOBILE	AL	36695
R023303081003010.000	HOLLEY ANDREA MOBLEY	6620 GASLIGHT LN N	MOBILE	AL	36695
R023303054001043.000	HOLT EDDIE & SHEILA HOLT	6712 HARNESS WAY	MOBILE	AL	36695
R023303054001025.000	HUNTER LARRY JR	6632 OLD DOBBIN DR N	MOBILE	AL	36695
R023303082000001.039	HYDER RICHARD AKA RICHARD R & DEBORAH HYDER AKA DEBORAH	6817 GARDEN RIDGE CT	MOBILE	AL	36695
R023303054001033.000	JACOBS PEGGY M	2560 WAGON TONGUE DR	MOBILE	AL	36695
R023303054001034.000	JEFFREY CHARLES C	2564 WAGON TONGUE DR	MOBILE	AL	36695
R023303081003027.000	JOHNSON HOLLIE CATHERINE	2916 GASLIGHT LN W	MOBILE	AL	36695
R023303081003046.097	JOHNSON LATERRIA	2913 VALLEY DALE DR	MOBILE	AL	36695
R023303081002057.001	JONES BRYANT M & KERI M SPARKS	6616 GATEWOOD DR	MOBILE	AL	36695
R023303081003015.000	KBS PROPERTIES LLC C/O STEWART TERRY DUWAYNE & HOLLY PHILLIPS STEWART	2812 GASLIGHT LN W	MOBILE	AL	36695
R023303054001069.000	KELLER CURTIS L & JACQUELINE B KELLER & FRANCES M KELLER	2600 WAGON TONGUE DR	MOBILE	AL	36695
R023303053000001.005	KIRBY PROPERTIES L L C	7060 AIRPORT BLVD	MOBILE	AL	36608
R023303054001042.000	KNOTTS TABITHA & TRENT JOHNSON	6708 HARNESS WAY	MOBILE	AL	36695
R023303054001040.000	KOVAL RICKY & ROSEMARY	2592 WAGON TONGUE DR	MOBILE	AL	36695
R023303081003013.000	LAMBERT GEORGE T & GERALDINE Y	2804 GASLIGHT LN W	MOBILE	AL	36609
R023303081003046.095	LAMBERT JAMES R JR	2905 VALLEY DALE DR	MOBILE	AL	36695
R023303054001096.000	LEAVER VERONICA L	2575 WAGON TONGUE DR	MOBILE	AL	36695

PARCEL	NAME	MAIL_ADDR1	MAIL_CITY	STATE	ZIP
R023303054001055.01	LEE BROOKS FRANCIS & MORGAN LEIGH ODEN	6705 HITCHING POST	MOBILE	AL	36695
R023303054001031.000	LEPRE LYNDELL JOSEPH JR & THERESA LYNNE	2550 WAGON TONGUE DR	MOBILE	AL	36695
R023303054001030.005	LIBERTY REAL ESTATE LLC	2735 BENNINGTON DR	MOBILE	AL	36695
R023303081003022.000	LIEBLING IRWIN & CARLA J	2840 GASLIGHT LANE W	MOBILE	AL	36695
R023303053000001.024	LUCAS DAVID NATHANIEL & ALLISON BETTS LUCAS	6770 BILTMORE CT	MOBILE	AL	36695
R023303053000007.012	MALLIPEDDI VISHWANTH REDDY	2817 CHURCHBELL CT	MOBILE	AL	36695
R023303053000001.032	MARR THOMAS M JR	PO BOX 82	POINT CLEAR	AL	36564
R023303053000001.033					
R023303053000001.034					
R023303054001030.004					
R023303082000001.043	MARTIN ESTELLE A	6812 GARDEN RIDGE CT	MOBILE	AL	36695
R023303054001045.000	MARVEL KIM D	2604 ANTEBELLUM DR	MOBILE	AL	36695
R023303053000007.010	MATHEWS CRAIG & DEBORAH	2809 CHURCHBELL CT	MOBILE	AL	36695
R023303081002086.000	MCCANTS PATRICNELLA C & VICTOR MARCELL MCCANTS	6620 HORSEMAN'S CIR	MOBILE	AL	36695
R023303081003046.099	MCGUIRE MARY S C/O MCGUIRE MARY S	2921 VALLEY DALE DRIVE	MOBILE	AL	36695
R023303054001066.000	MCKNIGHT JAMES P JR & BONNIE R	2609 ANTEBELLUM DR	MOBILE	AL	36609
R023303054001035.000	MILLER DALLAS FREDERICK JR & MARY M MILLER C/O JACQUELINE BENSON	2570 WAGON TONGUE DR	MOBILE	AL	36695
R023303082000001.044	MILLER THERESA F PROVINCE	6808 GARDEN RIDGE CT	MOBILE	AL	36695
R023303082000001.045	MILLER WILLIAM EUGENE JR	6804 GARDEN RIDGE	MOBILE	AL	36695
R023303081003008.000	MOORE MICHAEL B & DENISE C	6612 GASELIGHT LANE N	MOBILE	AL	36695
R023303054001044.000	MORRISSETTE CAROLYN	856 S DEARBORN ST	MOBILE	AL	36603
R023303054001092.000	MORRISSETTE RUDELL & SANDRA ANNICE MORRISSETTE	2591 WAGON TONGUE DR	MOBILE	AL	36695
R023303081002059.000	MUDREAC CLAUDIU L & CARNELIA	2905 W GASLIGHT LN	MOBILE	AL	36605
R023303053000007.009	MYC LUKASZ ANDRZEJ & LAURA ELIZABETH-ROOP MYC	2805 CHURCHBELL CT	MOBILE	AL	36695
R023303082000001.036	NELSON DAVID G JR	6805 GARDEN RIDGE CT	MOBILE	AL	36695

PARCEL	NAME	MAIL_ADDR1	MAIL_CITY	STATE	ZIP
R023303081002089.000	NGUYEN PHUOC VAN C/O PLUMLEE JEFFREY & SARAH PLUMLEE	6617 N GASLIGHT LN N	MOBILE	AL	36695
R023303081003019.000	ORR HERBERT B & PATRICIA W ORR, TRUSTEES OF THEIR SUCCESSORS IN	2828 GASLIGHT LANE W	MOBILE	AL	36695
R023303054001052.000	OUTLAW SUSAN JACKSON	6708 HITCHING POST CT	MOBILE	AL	36695
R023303054001054.000	OVERSTREET JEFFERY S	6716 HITCHING POST CT	MOBILE	AL	36695
R023303082000001.007	OWLER JOHN F & THERESA M	6817 COVENTRY CT	MOBILE	AL	36695
R023303053000001.000	PEOPLES BANK OF ALABAMA THE C/O VEE SERVICES INC	11700 PRESTON RD # 660-193	DALLAS	TX	75230
R023303081003029.000	PERCIVAL CHRISTINE	2924 GASLIGHT LN W	MOBILE	AL	36695
R023303054001094.000	PEREZ JONATHAN H & ANNE PEREZ	2583 WAGON TONGUE DR	MOBILE	AL	36695
R023303083000001.002	PHAN AMY	600 SHALIMAR RD	MOBILE	AL	36609
R023303081003002.000	POLIZZI KRISTINA E	6717 HITCHING POST CT	MOBILE	AL	36695
R023303081003014.000	POLK JOHN WAYNE & NANCY L	2808 GASLIGHT LANE WEST	MOBILE	AL	36695
R023303082000001.030	PORTER DARRYL R & SONYA PORTER	2800 CHURCHBELL DR	MOBILE	AL	36695
R023303054001095.000	POWELL APRIL L	2579 WAGON TONGUE DR	MOBILE	AL	36695
R023303054001068.000	PRESLEY RANDAL G & HANNAH J PRESLEY	6707 HARNESS WAY	MOBILE	AL	36695
R023303082000001.053	RAAMS LLC, A LMTD LIABILITY CO & ASEM HASAN	151 SCHILLINGER RD S	MOBILE	AL	36608
R023303082000001.054					
R023303082000001.067					
R023303054001067.000	RANKIN ANNA MARIE	P O BOX 190854	MOBILE	AL	36619
R023303081002074.000	RASCH KAREN M	2809 GASLIGHT LN W	MOBILE	AL	36695
R023303082000001.037	RHYNE MELISSA J C/O RHYNE MELISSA J	6809 GARDEN RIDGE CT	MOBILE	AL	36695
R023303053000006.000	RICHARDSON RAYFORD J & VICKI H RICHARDSON	2821 CHURCHBELL CT	MOBILE	AL	36695
R023303082000001.005	RICHBOURG BRANDY N	6816 COVENTRY COURT	MOBILE	AL	36695
R023303081002064.000	ROBERTSON PAMELA B	2833 GASLIGHT LANE W	MOBILE	AL	36695
R023303053000001.020	ROWLAND JAMES B & MARTHA E	6754 BILTMORE CT	MOBILE	AL	36695

PARCEL	NAME	MAIL_ADDR1	MAIL_CITY	STATE	ZIP
R023303081002060.000	RUSH GEORGE F	6609 DEVONDALE CT	MOBILE	AL	36695
R023303081002075.000	SAMUELS DORIS B	6625 HORSEMAN'S CIR	MOBILE	AL	36695
R023303054001028.000	SANCHEZ APRIL V	6700 OLD DOBBIN DRIVE N	MOBILE	AL	36695
R023303081003046.098	SCOTT DESIREE L	2917 VALLEY DALE DR	MOBILE	AL	36695
R023303082000001.042	SCOTT MICHAEL C & CECILIA L SCOTT	6816 GARDEN RIDGE CT	MOBILE	AL	36695
R023303054001101.000	SECRETARY OF HOUSING & URBAN DEVELOPMENT C/O GUTIERREZ GROUP LLC	3575 PIEDMONT RD NE	ATLANTA	GA	30305
R023303082000001.029	SELLERS DANIEL C JR & CHRISTIE T	4351 ORTEGA FOREST DR	JACKSONVILLE	FL	32210
R023303054001037.000	SELLERS JAMES DURDEN	2578 WAGON TONGUE DR	MOBILE	AL	36695
R023303082000001.038	SHAMBURGER SHARRON	6813 GARDEN RIDGE CT	MOBILE	AL	36695
R023303054001026.000	SHELTON BRAD A & TERRI A	6636 OLD DOBBIN DR N	MOBILE	AL	36695
R023303054001038.000	SMITH JOHN E & ELAINE A SMITH	2584 WAGON TONGUE DR	MOBILE	AL	36695
R023303082000001.017	SMITH TONY LEE	6820 WINDSOR CT	MOBILE	AL	36695
R023303082000002.000	SOLLIE ROAD DEVELOPMENT LLC C/O LYNN NOLEN CONSTRUCTION INC	3800 SOLLIE RD	MOBILE	AL	36619
R023303083000005.000	SOLLIE ROAD DEVELOPMENT LLC C/O LYNN NOLEN CONSTRUCTION INC	3800 SOLLIE RD	MOBILE	AL	36619
R023303081003009.000	SPARKMAN JOSHUA D & LORI J SPARKMAN	6616 GASLIGHT LN N	MOBILE	AL	36695
R023303082000001.046	STEPHENS CAROL M	2912 VALLEYDALE DR	MOBILE	AL	36695
R023303053000001.019	STOCKMAN MICHAEL RYAN & LIZA NOEL HUDSPETH STOCKMAN	2504 BLUE RIDGE BLVD	MOBILE	AL	36695
R023303054001049.000	STUMP RON G & JACQUELINE G STUMP	8147 YORKHAVEN RD	MOBILE	AL	36695
R023303082000001.018	THISTLETHWAITE ROBERT C & ANDREA BROOKE CARTEE	6825 WINDSOR COURT	MOBILE	AL	36695
R023303082000001.041	THOMANN ERIC C & CARRIE A	6820 GARDEN RIDGE CT	MOBILE	AL	36695
R023303054001030.002	TREBESH THOMAS ROBERT REVOCABLE TRUST	5519 SPOONFLOWER DR	PENSACOLA	FL	32526
R023303053000001.029	UMBEHAGEN OSCAR J JR & VICKI L UMBEHAGEN	6751 BILTMORE CT	MOBILE	AL	36695
R023303053000007.011	UMBREIT NICOLETTE	2813 CHURCHBELL CT	MOBILE	AL	36695

PARCEL	NAME	MAIL_ADDR1	MAIL_CITY	STATE	ZIP
R023303053000001.028	UNDERWOOD JUDITH & LOWELL THOMAS UNDERWOOD	6755 BILTMORE CT	MOBILE	AL	36695
R023303082000001.086	UNO DEVELOPMENT LLC	P O BOX 1040	MAGNOLIA SPRINGS	AL	36555
R023303081003003.000	VALENTINO FRANCES MARION WARD & PAMELA V KULAKOWSKI	6713 HITCHING POST CT	MOBILE	AL	36695
R023303054001098.01	VIZOSO CARLOS A & MARIA E VIZOSO C/O MCLEOD CHRISTOPHER & HAILEY MCLEOD	2205 ANGELCREEK CT	JACKSONVILLE	FL	32221
R023303081003017.000	VOLOSHIK JAMES J & CONNIE L	2820 GASLIGHT LANE W	MOBILE	AL	36695
R023303082000001.040	WALKER DAWN	6821 GARDEN RIDGE CT	MOBILE	AL	36695
R023303081003028.000	WASHINGTON LAMAR R	P O BOX 501063	MOBILE	AL	36605
R023303054001032.000	WASHINGTON MORGAN V & ANDREW WASHINGTON	2556 WAGON TONGUE DR	MOBILE	AL	36695
R023303081002088.000	WATTS WILLIAM H & PATRICIA M	6621 GASLIGHT LN N	MOBILE	AL	36695
R023303053000001.025	WESLEY MARZELLA	6767 BILTMORE CT	MOBILE	AL	36695
R023303081002065.000	WHITESIDE THOMAS M JR AS TRUSTEE OF THE THOMAS M WHITESIDE JR REVOCABLE TRUST	2825 GASLIGHT LANE W	MOBILE	AL	36695
R023303054001029.000	WIDDOWS RICHARD W & SHIRLEY M	6704 OLD DOBBIN DR N	MOBILE	AL	36695
R023303053000007.007	WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE LOAN TRUST A	1600 S DOUGLASS RD STE 200-A	ANAHEIM	CA	92806
R023303082000001.027	ZUSCHKE CHRISTEN A & ANGELA A	2829 CHURCHBELL CT	MOBILE	AL	36695

Appendix D Utility Will Serve Letters

From:	McClain, Phyllis
To:	Sherry Ruth; Richardson, Venus
Cc:	Montgomery, James E.
Subject:	RE: Old Dobbin Drive Will Serve Letter
Date:	Monday, July 29, 2019 4:20:35 PM
Attachments:	Form - NEW - WW Capacity Assurance Instructions & Application 01-01-2018.doc.pdf

Good Afternoon Sherry,

So sorry for the delay in responding to your request! MAWSS ***does*** have water & sewer in this area ***but*** our mains would need to be extended to serve your proposed project. The plan review process will be required as well and as part of that you all are welcome to submit a Capacity Application (attached) which will determine if the MAWSS system can provide the sanitary sewer service you will need.

If you have further questions please let us know.

Thanks,

Phyllis C. McClain
Mapping & Connections
251-694-9424
4725 Moffett Road
Mobile, Al 36618
pmcclain@mawss.com

"CONFIDENTIALITY NOTICE: This e-mail message and any accompanying data or files are confidential and may contain privileged information intended only for the named recipient(s). If you are not the intended recipient(s), you are hereby notified that the dissemination, distribution, and/or copying of this message is strictly prohibited. If you receive this message in error, or are not the named recipient(s), please notify the sender at the e-mail address above, delete this e-mail from your computer, and destroy any copies in any form immediately. Receipt by anyone other than the named recipient(s) is not a waiver of any attorney-client work product or other applicable privilege.**"**

From: Sherry Ruth [mailto:sruth@jadengineers.com]
Sent: Monday, July 29, 2019 11:22 AM
To: Richardson, Venus; McClain, Phyllis
Subject: RE: Old Dobbin Drive Will Serve Letter

Good morning, we are trying to find out if MAWSS provides water & sewer to our site?

Thanks,

Sherry Ruth
JADE Consulting, LLC
208 North Greeno Road, Suite C
Fairhope, AL 36532
251.928.3443 Office | 251.928.3665 Fax
sruth@jadengineers.com | www.jadengineers.com

From: Sherry Ruth
Sent: Wednesday, July 24, 2019 9:47 AM
To: VRICHARDSON@mawss.com; PMCCLAIN@mawss.com
Subject: FW: Old Dobbin Drive Will Serve Letter

Would you send me a screen shot of where your lines are located at this site?

RE: Subdivision
west Mobile off Old Dobbin Drive
Mobile, AL
Parcel Numbers:
R023303082000001
R023303081003046
R023303054001030.02
R023303053000007
R023303053000007.013
R023303054001030
R023303053000001.042

We are requesting a Will Serve Letter or Letter of Service Availability for the proposed referenced property, attached is an concept for your review. Please review and indicate where your utility line is located from the proposed site or send a map of the locations. Also, could you have someone have your utilities marked on-site?

Please send a formal letter on your letter head stating whether you provide one of the following services at this site and if there are any required easements or any fees?

- Water – Size and location of nearest main
- Sewer – Size and location of nearest main
- Electric – How many phases
- Gas
- Phone

Thanks,

Sherry Ruth
JADE Consulting, LLC
208 North Greeno Road, Suite C
Fairhope, AL 36532
251.928.3443 Office | 251.928.3665 Fax
sruth@jadengineers.com | www.jadengineers.com

From: Lee Rambo <lrambo@jadengineers.com>
Sent: Tuesday, July 23, 2019 9:18 AM
To: palombo@cityofmobile.org

Cc: Trey Jinright <tjinright@jadengineers.com>; Sherry Ruth <sruth@jadengineers.com>
Subject: Pre Development Meeting

Mr. Frank,

We would like to please schedule a pre development meeting for a proposed subdivision over in west Mobile off Old Dobbin Drive. Possibly one day this week, if your schedule allows.

The attached is a preliminary concept showing overall connection intent for the meeting discussion.

Parcel Numbers:
R023303082000001
R023303081003046
R023303054001030.02
R023303053000007
R023303053000007.013
R023303054001030
R023303053000001.042

Thanks.

Lee Rambo
JADE Consulting, LLC.
251.928.3443 (office)
251.209.9891 (cell)

6396 Airport Blvd
Mobile, AL 36608

July 23, 2019

Sherry Ruth
Jade Consulting, LLC
208 North Greeno Rd, Suite C
Fairhope, AL 36532

RE: Subdivision

West Mobile off Old Dobbin Drive

Mobile, AL

Parcel Numbers: R023303082000001, R023303081003046, R023303054001030.02, R023303053000007, R023303053000007.013, R023303054001030, R023303053000001.042

Dear Ms. Ruth:

This is to advise you that Alabama Power Company will provide permanent electric service to the proposed referenced project. An aid-to-construction cost may be required for an underground service or any cost that exceeds the estimated annual revenue of the proposed project.

Our ability to provide this service will be contingent upon Alabama Power Company obtaining the necessary rights-of-way. Once your development plans are finalized, please provide our office with a site plan and the electrical requirements in order for our Engineering Department to begin the design of the system to provide you with electrical service.

If you have any questions, please contact me at (251) 434-5659.

Sincerely,

Josh Aikens
Distribution Engineer

Appendix E Legal Description

2017033841 1/6
Bk: LR7521 Pg:754
Document Type: D

Mobile County,Alabama
Bk: LR7521 Pg:754
filed on : 06/19/2017 09:11:46 AM
Don Davis, Probate Judge
Deed Tax : $44.00
Mortgage Tax: $.00
Mineral Tax : $.00
No Tax : $.00
Judge Fee : $.00
SR Fee: $2.00
Surcharge Fee: $10.00
Recording Fee: $16.00
Total : $72.00

2017033841
Bk: LR7521 Pg:754

[redacted]

This instrument prepared by:
Candace D. Johnson, Esq.
3315-B Old Shell Road
Mobile, Alabama 36607
(251) 476-1270

STATE OF ALABAMA
COUNTY OF MOBILE

TGA17-0046

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **THOMSON, L.L.C.**, an Alabama limited liability company ("Grantor"), for and in consideration of the sum of [redacted] and other good and valuable consideration to said Grantor in hand paid by **BENCHMARK HOMES GROUP, LLC**, an Alabama limited liability company ("Grantee"), the receipt of which is hereby acknowledged by the Grantor, does hereby, subject to the matters and things hereinafter set forth, grant, bargain, sell and convey unto Grantee, that certain real property situated, lying and being in the County of Mobile, State of Alabama, as is more particularly described to wit (the "Property"):

PARCEL A:

Commencing at a point on the East line of the Northeast Quarter of the Southwest Quarter of Section 5, Township 5 South Range 2 West, Mobile County, Alabama where it is intersected by the South Right of Way line of a 40 foot service road South of and parallel with Cottage Hill Road, said point being the Northeast corner of Ashville, Unit One, according to plat recorded in Map Book 66 Page 111 of the Probate Court records of Mobile County, Alabama, run South 00 degrees 09 minutes 20 seconds West along the Eastern boundary of Ashville, Unit One 280.70 feet to a point; thence continuing along said Eastern boundary of Ashville, Unit One run North 89 degrees 18 minutes 55 seconds East 221.41 feet to a point; thence continuing along said Eastern boundary run South 68 degrees 34 minutes 44 seconds East 130.86 feet to the Northwest corner of Carriage Hills, Unit Two, according to plat recorded in Map Book 24, Page 92 of the aforementioned Probate Court records of Mobile County, Alabama, said point being the POINT OF BEGINNING of the property herein described; thence along the Western boundary of said Carriage Hills, Unit Two, run as follows: South 16 degrees 14 minutes 47 seconds West 111.93 feet, South 22 degrees 30 minutes 13 seconds East 170.00 Feet, South 04 degrees 24 minutes 43 seconds East 109.05 feet, South 17 degrees 08 minutes 07 seconds West 70.0 feet, South 00 degrees 08 minutes 07 seconds West 665.10 feet to the Northwest corner of Carriage Hills, Unit Four, according to plat recorded in Map Book 26 Page 31 of the aforementioned Probate Court records of Mobile County, Alabama; thence along the Western boundary of said Carriage Hills Unit Four, run as follows: South 42 degrees 38 minutes 07 seconds West 158.00 feet South 19 degrees 08 minutes 51 seconds West 32.09 feet, South 11 degrees 06 minutes 39 seconds East 170.0 feet, South 00 degrees 36 minutes 39 seconds East 250.0 feet, South 21 degrees 36 minutes 39 seconds East 260 feet, North 69 degrees

08 minutes 38 seconds East 71.40 feet, South 08 degrees 15 minutes 32 seconds West 225.00 feet, South 04 degrees 45 minutes 32 seconds West 205.00 feet to the Southwest corner of said Carriage Hills, Unit Four; thence along the Southern boundary of said Carriage Hills, Unit Four, run South 71 degrees 14 minutes 28 seconds East 170.00 feet to the Northwest corner of Carriage Hills, Unit Five according to plat recorded in Map Book 26 Page 51 of the aforementioned Probate Court records of Mobile County Alabama; thence along the western boundary of said Carriage Hills, Unit Five, run South 39 degrees 05 minutes 43 seconds East 44.49 feet to the Northwest Corner of Carriage Hills, Unit six according to plat recorded in Map Book 26 Page 109 of the aforementioned Probate Court records of Mobile County, Alabama; thence along the Western boundary of said Carriage Hills, Unit Six, run as follows: South 35 degrees 47 minutes 57 seconds West 344.67 feet, South 82 degrees 11 minutes 57 seconds West 84.95 feet, South 00 degrees 12 minutes 03 seconds East 750.00 feet, South 13 degrees 00 minute 57 seconds West 215.05 feet to the Northeast corner of Chelsea, Unit Two, according to plat recorded in Map Book 58 Page 121 of the aforementioned Probate Court records of Mobile County, Alabama; thence along the Northern boundary of said Chelsea, Unit Two run as follows; North 67 degrees 58 minutes 45 seconds West 23.28 feet, South 73 degrees 23 minute 36 seconds West 37.80 feet, South 88 degrees 01 minutes 28 seconds West 100.40 feet, North 78 degrees 17 minutes 13 seconds West 38.00 feet, South 73 degrees 35 minutes 25 seconds West 45.53 feet, South 83 degrees 56 minutes 56 seconds West 82.26 feet, South 80 degrees 05 minutes 10 seconds West 84.51 feet, South 77 degrees 36 minutes 42 seconds West 96.74 feet, South 69 degrees 00 minutes 48 seconds West 145.45 feet, North 66 degrees 00 minutes 52 seconds West 87.50 feet, North 70 degrees 01 minutes 43 seconds West 28.57 feet, South 80 degrees 43 minutes 13 seconds West 55.18 feet, South 44 degrees 07 minutes 19 seconds West 42.54 feet, South 70 degrees 36 minutes 08 seconds West 149.28 feet, South 44 degrees 56 minutes 38 seconds West 250 feet, more or less to the center of Milkhouse Creek; thence along the meandering of said center of Milkhouse Creek run Northwardly 1350 feet more or less to the Southeast corner of Shadow Creek, according to plat recorded in Map Book 84 Page 40 of the aforementioned Probate Court records of Mobile County, Alabama; thence along the eastern boundary of said Shadow Creek, said Eastern boundary being the center of Milkhouse Creek run Northwardly 200 feet, more or less, to the Northeast corner of Shadow Creek, said corner being the Southeast corner of Charleston Oaks, Unit Four, according to the plat recorded in Map Book 52 Page 77 of the aforementioned Probate Court records of Mobile County, Alabama; thence along the Eastern boundary of said Charleston Oaks, Unit Four said Eastern boundary being the center of Milkhouse Creek run Northwardly 620 feet, more or less to the Northeast corner of said Charleston Oaks, Unit Four, said point being the Southeast corner of Charleston Oaks, Unit Five according to plat recorded in Map Book 53 Page 31 of the aforementioned Probate Court records of Mobile County, Alabama; thence along the Eastern boundary of Charleston Oaks, Unit Five, said Eastern boundary being the center of Milkhouse Creek, run Northwardly 1670 feet more or less, to the Northeast corner of said Charleston Oaks, Unit Five, said point being on the North line the Southeast corner of the Southwest Quarter of Section 5 Township 5 south Range 2 West; thence along the North line of the Southeast quarter of the Southwest Quarter of Section 5 Township 5 South Range 2 West, run South 89 degrees 50

minutes 05 seconds East 843.76 feet more or less to a point on the East line of the Northeast Quarter of the Southwest Quarter of said Section 5, Township 5 South, Range 2 West; thence along the East line run North 00 degrees 09 minutes 20 seconds West 25.00 feet to a point; thence run North 89 degrees 50 minutes 05 seconds West 451 feet, more or less to the center of Milkhouse Creek; thence along said center of Milkhouse Creek run Northwardly 344 feet, more or less to a point that would be a Westward Extension of the Southern boundary of the aforementioned Ashville, Unit One; thence along said extension and along said Southern boundary of Ashville, Unit One, run North 76 degrees 18 minutes 45 seconds East 404 feet more or less to a point; thence continuing along said Southern boundary of Ashville, Unit One run North 85 degrees 48 minutes 45 seconds East 238.07 feet to a point; thence along the Southeastern boundary of Ashville, Unit One, run as follows: North 38 degrees 35 minutes 05 seconds East 150.00 feet, North 34 degrees 37 minutes 21 seconds East 50.12 feet, North 43 degrees 05 minutes 05 seconds East 165.00 feet, North 51 degrees 09 minutes 25 seconds East 170.38 feet to the Point of Beginning.

PARCEL B:

Commence at the Southwest corner of Section 8, Township 5, Range 2 West, St. Stephens Meridian and run South 89 degrees 33 minutes 29 seconds East , for a distance of 1330.59 feet for a POINT OF BEGINNING; thence run North 00 degrees 12 minutes 50 seconds West, 3050.01 feet; thence run Northeastwardly 380 feet, more or less, thence run Northwardly 830 feet, more or less, to the Northeast corner of Uno Subdivision, Phase One as shown by map or plat thereof recorded in Map Book 121, page 22; thence run South 88 degrees 02 minutes 54 seconds West, 63.01 feet; thence run North 00 degrees 12 minutes 28 seconds East, 276.71 feet; thence run South 88 degrees 47 minutes 57 seconds East, along the South margin of Shadow Creek Subdivision, as shown on map or plat thereof recorded in Map Book 84, page 40, for a distance of 615 feet, more or less to a point in the center of Milkhouse Creek; thence run Southwardly along the centerline of the meanderings of Milkhouse Creek a distance of 1350 more or less, to a point on the North boundary of Chelsea Subdivision, Unit Two, as shown by map or plat thereof recorded at Map Book 58, page 121, thence run South 44 degrees 56 minutes 38 seconds West, a distance of 42 feet, more or less, thence run South 17 degrees 28 minutes 54 seconds East, along the West line of said Chelsea Subdivision, Unit Two and also Chelsea Subdivision, Unit One, as shown by map or plat thereof recorded at Map Book 39, page 82, for a distance of 890.57 feet, thence run South 14 degrees 34 minutes 24 seconds East, a distance of 169.91 feet; thence run South 04 degrees 54 minutes 01 seconds West, a distance of 430.02 feet, thence run South 16 degrees 37 minutes 54 seconds East, a distance of 659.14 feet; thence run South 25 degrees 35 minutes 52 seconds East, a distance 405.03 feet; thence run South 39 degrees 35 minutes 49 seconds East, a distance of 200.01 feet; thence run South 00 degrees 35 minutes 58 seconds East, a distance of 360.02 feet; thence run South 20 degrees 42 minutes 15 seconds East, a distance of 278.19 feet; thence run South 56 degrees 34

minutes 43 seconds, a distance of 412.01 feet, thence run North 89 degrees 33 minutes 29 seconds, a distance of 1673.23 feet to the Point of Beginning.

TOGETHER with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; **TO HAVE AND TO HOLD** unto Grantee, and to its successors and assigns forever.

This conveyance is made subject to the following title exceptions:

1. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title that would be disclosed by an accurate and complete survey of the Property.

2. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under subject Property.

3. All taxes for the year 2017 and subsequent years, not yet due and payable.

4. Subject to restrictive covenants, easements, rights of way, building setback lines and prior mineral reservations and/or conveyances, if any, of record in the Office of the Judge of Probate, Mobile County, Alabama.

5. Title to minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto as set out in instrument dated October 4, 1979, recorded in Real Property Book 2033, Page 462, in the Probate Office of Mobile County, Alabama.

6. Right of way easement granted to the City of Mobile by instrument dated January 25, 1980, recorded in Real Property Book 2107, Page 981, in the Probate Office of Mobile County, Alabama.

7. Right of way easements granted to the Board of Water and Sewer Commissioners of the City of Mobile by instrument dated January 2, 1970, recorded in Real Property Book 950, Page 18, and by instrument dated January 2, 1970, recorded in Real Property Book 950, Page 21, and by instrument dated January 2, 1970, recorded in Real Property Book 950, Page 24, and by instrument dated September 20, 1982, recorded in Real Property Book 2417, Page 994, and by instrument dated June 7, 2007, recorded in Real Property Book 6198, Page 459, and by instrument dated November 13, 2009, recorded in Real Property Book 6618, Page 1634, in the Probate records of Mobile County, Alabama.

8. Easement granted to Shalimar Corporation by instrument dated June 7, 1991, recorded in Real Property Book 3730, Page 120, in the Probate records of Mobile County, Alabama.

9. Right of way granted to Alabama Power Company by instrument dated April 13, 1977, recorded in Real Property Book 1705, Page 245, and by instrument dated May 8, 1994, recorded in Real Property Book 4201, Page 1136, in the Probate Office of Mobile County Alabama.

10. Right of way granted to Alabama Power Company by instrument dated April 3, 1986, recorded in Real Property Book 3096, Page 742, and by instrument dated April 3, 1986, recorded in Real Property Book 3096, Page 746, in the Probate Office of Mobile County, Alabama.

11. Easement granted by Shalimar Corporation to Shadow Creek Property Owners; Association, Inc. by instrument dated June 6, 2007, recorded in Real Property Book 6197, Page 1549 and by instrument dated June 6, 2007, recorded in Real Property Book 6197, Page 1544, in the Probate Office of Mobile County, Alabama.

And, except as to taxes hereafter falling due which are assumed by the Grantee herein, and except as herein otherwise provided, said Grantor does hereby covenant with the Grantee herein, and its successors and assigns, that Grantor is seized of an indefeasible estate in fee simple in and to the Property; that the Property is free and clear of all encumbrances, and that Grantor will forever WARRANT AND DEFEND the title thereto, and the peaceable possession thereof unto the said Grantee, and its successors and assigns, against the lawful claims of all persons whomsoever.

Executed this 14th day of June, 2017.

THOMSON, L.L.C., an Alabama limited liability company

By: Robert Thomson Cunningham, III
As Its: Sole Member

STATE OF Alabama
COUNTY OF Baldwin

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that on this day, before me personally appeared **Robert Thomson Cunningham, III, as Sole Member of THOMSON, L.L.C., an Alabama limited liability company**, 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 the instrument, he executed and delivered the same voluntarily and with authority on behalf of said limited liability company, on the day the same bears date.

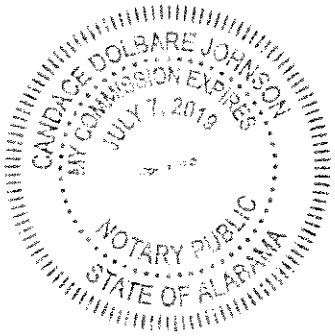
Given under my hand and official seal this the 14th day of June, 2017.

Candace Dolbare Johnson

NOTARY PUBLIC

My Commission Expires: _____

(AFFIX NOTARIAL SEAL)



Property Address:
No address (vacant land)

Grantor's Address:
1290 Main Street, suite E
Daphne, AL 36526

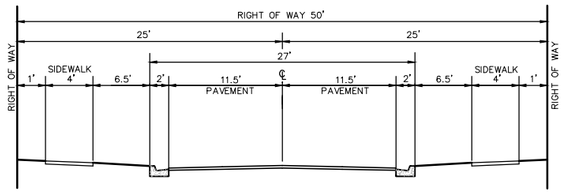
Grantee's Address:
400 E Laurel Ave.
Foley, AL 36535

NOTE: The preparer of this instrument, having served as a scrivener only, has not examined title to the Property described herein and expressly does not give an opinion with respect to the title.

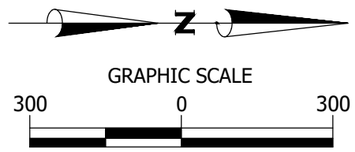
Appendix F Conceptual Site and Phasing Plan

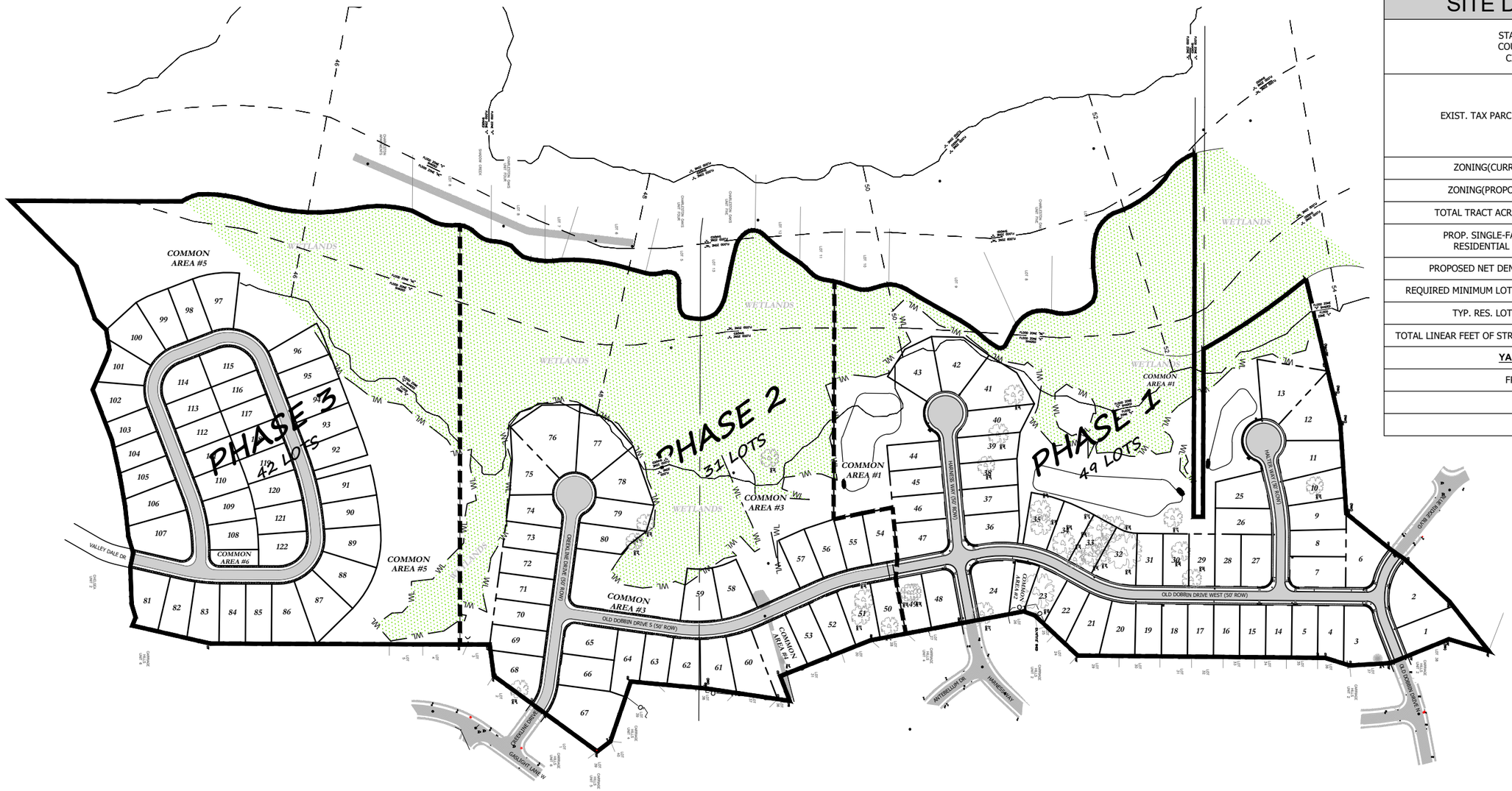
JADE CONSULTING
Jinright & Associates Development Engineers
208 Greeno Road North Fairhope, Alabama 36532
P.O. Box 1929 Fairhope, Alabama 36533
251.928.3443(tel) 251.928.3665(fax)
jadengineers.com

DATE: 0728/2022



TYPICAL ROADWAY SECTION





SITE DATA TABLE

STATE OF ALABAMA COUNTY OF MOBILE CITY OF MOBILE	
EXIST. TAX PARCEL ID:	R023303054001030 R023303053000001.042 R023303053000007.013 R023303053000007 R023303054001030.02 R023303082000001 R023303081003046
ZONING(CURRENT):	SPLIT ZONED B-1, R-1, & R-2
ZONING(PROPOSED):	R-1
TOTAL TRACT ACREAGE:	±83.9 AC
PROP. SINGLE-FAMILY RESIDENTIAL LOTS:	122 LOTS
PROPOSED NET DENSITY:	1.45 UNITS/AC
REQUIRED MINIMUM LOT SIZE:	7,200 SF
TYP. RES. LOT SIZE:	70'x140' ≈ 9,800 SF
TOTAL LINEAR FEET OF STREETS:	≈ 6,050 LF
YARD SETBACKS:	
FRONT:	25'
SIDE:	8' / 20' (CORNER LOT)
REAR:	8'

THE PRESERVE @ MILKHOUSE CREEK

CONCEPTUAL SITE & PHASING PLAN
PROPOSED SINGLE-FAMILY RESIDENTIAL DEVELOPMENT
OLD DOBBIN DRIVE
MOBILE, AL

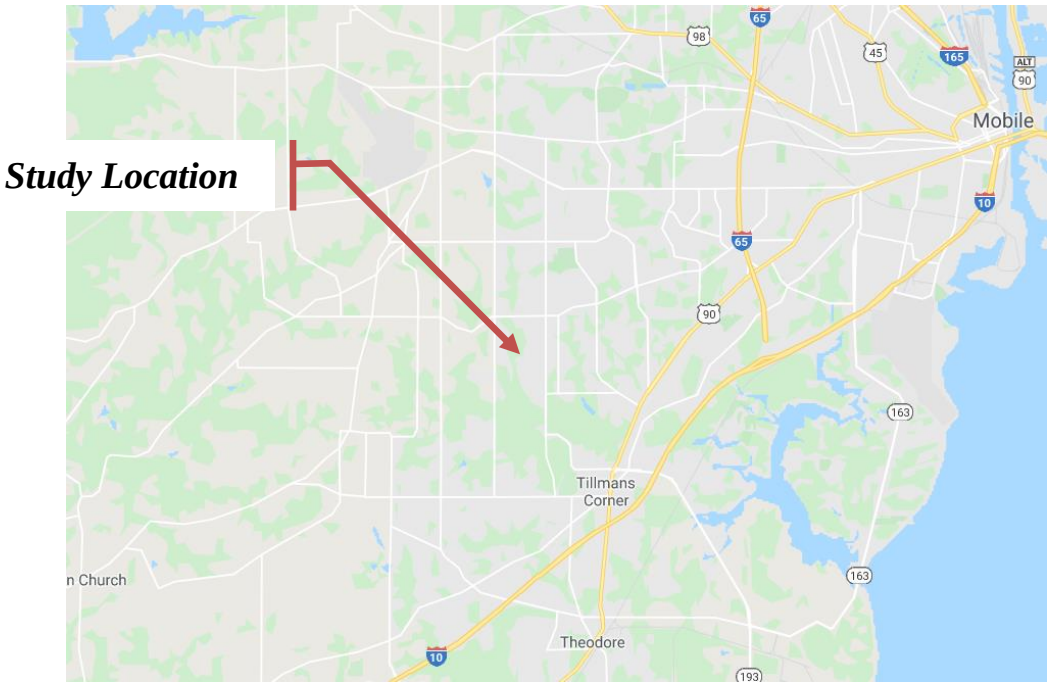
Appendix G Traffic Impact Study

TRAFFIC STUDY

For

Proposed Milkhouse Creek Residential Development

Mobile, Alabama



Prepared For:

JADE Consulting

Prepared By:

Gresham Smith

3595 Grandview Parkway, Suite 300
Birmingham, Alabama 35243
205.298.9200

April 2020

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SECTION I
STUDY SUMMARY

INTRODUCTION

Gresham Smith performed a study to assess the potential traffic impacts related to the proposed Milkhouse Creek Residential Development in Mobile, Alabama. The Milkhouse Creek Residential Development is proposed to be south of Cottage Hill Road and west of Hillcrest Road. The location and vicinity of the proposed Milkhouse Creek Residential Development is presented in Figure 1. The conceptual site plan is included in Figure 2.

Project Description

The proposed Milkhouse Creek Residential Development is planned to be completed by the year 2025 and will have a total of 124 single family residential homes. The land use details are presented in Table 1. The project will be developed in three phases over five (5) years with construction beginning in 2021 and completed in 2025. The first phase is projected to be completed in 2022, the second phase in 2023 and the third phase in 2025.

Table 1. Proposed Milkhouse Creek Land Use Summary

Land Use			Dwelling Units
Single Family Residential (ITE Code 210)			120
Phase	**Year**	**Dwelling Units**	**Total Dwelling Units**
Phase 1	2022	51	51
Phase 2	2023	31	82
Phase 3	2025	42	124

The Milkhouse Creek Residential Development will access the arterial roadway network at four intersections. These intersections are full access intersections and are stop sign controlled on the side street. The conceptual site plan is shown in Figure 2.

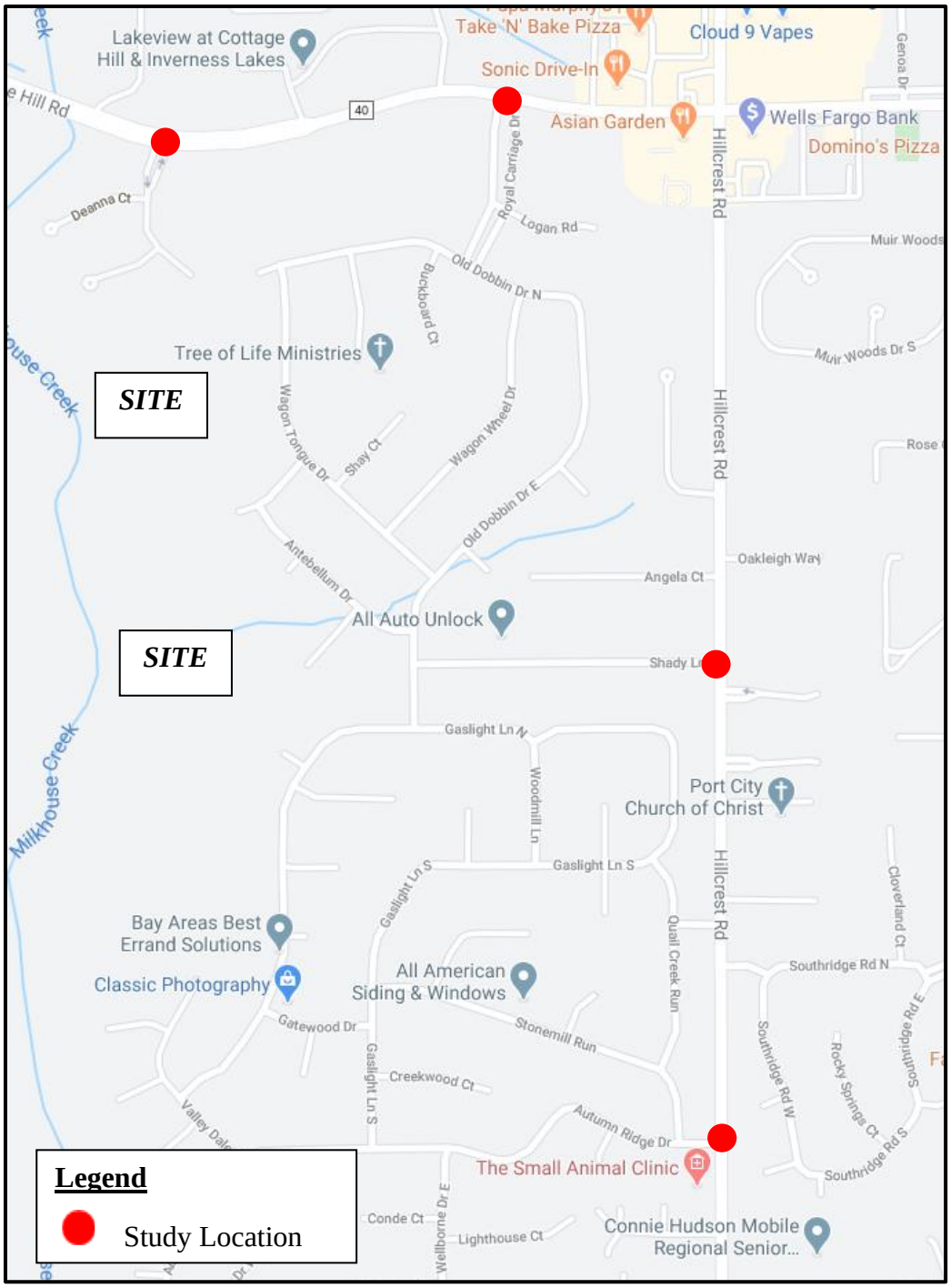


Figure 1. Site Location and Vicinity

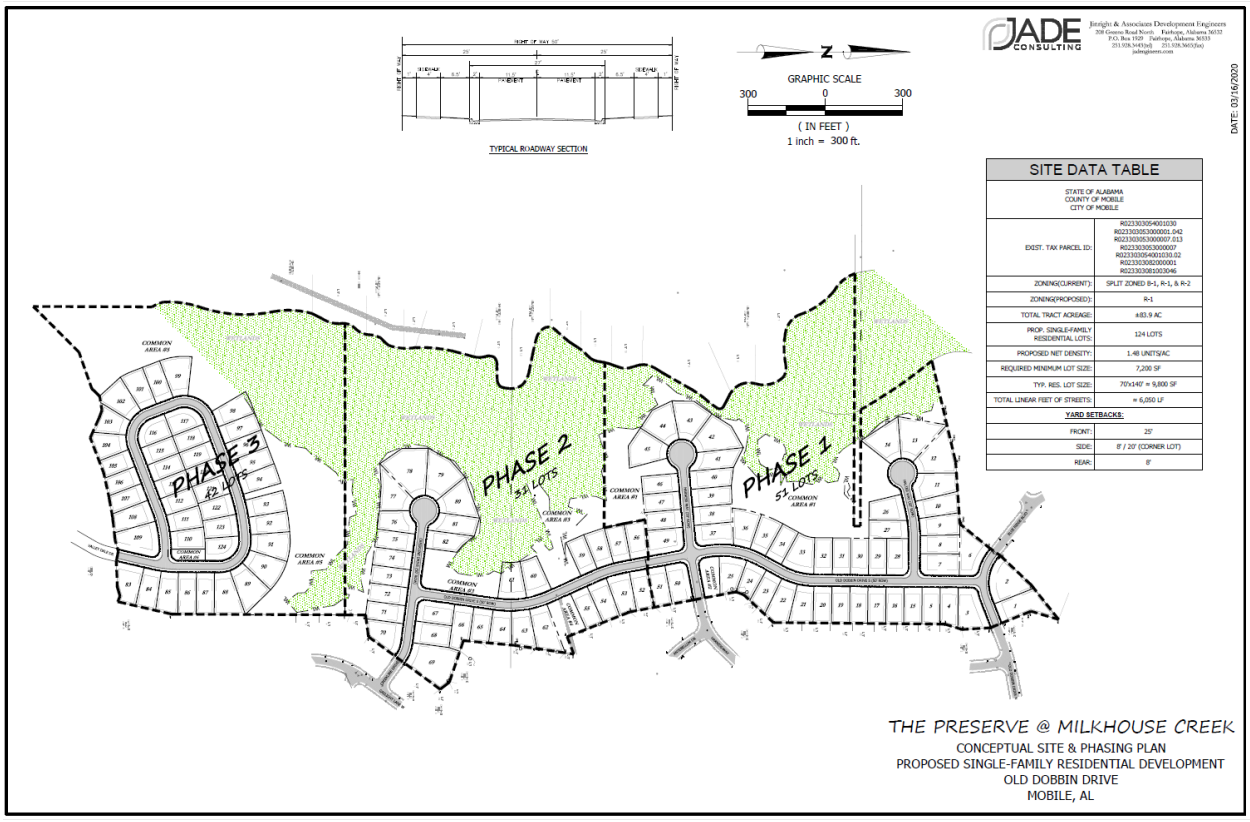


Figure 2. Proposed Site Plan

This study has been prepared in accordance with the following standards and guidelines and includes the following data sources:

- *Traffic Access and Impact Studies for Site Development*, Institute of Transportation Engineers
- *Trip Generation*, 10th Edition, Institute of Transportation Engineers
- *Trip Generation Handbook*, 2001 Edition, Institute of Transportation Engineers
- *Manual on Uniform Traffic Control Devices (MUTCD),* 2009 Edition
- *Highway Capacity Manual 2010*, Transportation Research Board
- *Envision 2045 Long Range Transportation Plan,* Draft, 2020
- NCHRP Report 457: Evaluating Intersection Improvements: An Engineering Study Guide, 2001

Scope of Traffic Study

Gresham Smith reached out to Jennifer White, the Traffic Engineering Director for the City of Mobile to determine the scope of the traffic study. We were requested to include all access points where the development connects to Cottage Hill Road and

Hillcrest Road. Based on this direction, the following intersections were analyzed as part of this impact study:

1. Cottage Hill Road at Royal Carriage Drive
2. Cottage Hill Road at Blue Ridge Boulevard
3. Hillcrest Road at Shady Lane
4. Hillcrest Road at Autumn Ridge Drive

The remainder of this report presents the following analysis:

- Year 2020 existing traffic conditions in the study area
- Trip generation estimates based on the proposed development plans
- Trip distribution and trip assignment for the proposed development at the study area intersections
- Without Project traffic conditions for each of the three (3) phases
- With Project traffic condition to determine traffic impacts for each of the three (3) phases

The term "With Project" refers to traffic conditions with the proposed Milkhouse Creek Residential Development.

CONCLUSIONS

The following are the findings and recommendations from the traffic analysis:

Findings

- Under the existing conditions, all approaches at the study area intersections operate at an overall level of service (LOS) C, or better, during the AM and PM peak hours with the exception of the southbound approach at the Cottage Hill/Royal Carriage Drive intersection, which currently operates at LOS E in the PM peak hour.

- Without the project in the Year 2022, Year 2023 and Year 2025, all study area intersections are projected to operate at an overall LOS C, or better, in both the AM and PM peak hours with the exception of the southbound approach at the Cottage Hill/Royal Carriage Drive intersection, which is projected to operate at LOS E in the PM peak hour.

- The proposed Milkhouse Creek Residential Development is projected to generate 1,171 daily trips, 92 AM peak hour trips and 123 PM peak hour trips. Of the 92 trips during the AM peak hour, 24 are inbound trips and 68 are outbound trips. Of the 123 trips during the PM peak hour, 77 are inbound trips and 46 are outbound trips.

- With the project in the Year 2022, Year 2023 and Year 2025 all study area intersections are projected to operate at an overall LOS C, or better, in both the AM and PM peak hours with the exception of the southbound approach at the Cottage Hill/Royal Carriage Drive intersection, which is projected to operate at LOS E in the PM peak hour.

- The southbound approach at the Cottage Hill/Royal Carriage Drive intersection currently operates, and is projected to operate at, LOS E without and with the project. Given the low volumes on the southbound approach (less than 20 southbound lefts), a signal would not be warranted at this location. It should be noted that the project does not change the LOS, and adds less than 3.0 seconds of delay, for less than 30 southbound vehicles (lefts and rights).

- Based on the 2025 Build traffic volumes, no right-turn lanes are recommended at the study area intersections.

Recommendations

Based on the traffic analysis documented in this report, no right-turn lanes or other off-site mitigation is recommended for the proposed Milkhouse Creek Residential development.

SECTION II
EXISTING CONDITIONS

SITE CONDITION AND ADJACENT LAND USE

The Milkhouse Creek Residential Development is proposed to be south of Cottage Hill Road and west of Hillcrest Road (see Figure 1). The site for the proposed development is currently vacant. The site is surrounded by residential land uses with commercial land uses along Cottage Hill Road and Hillcrest Road.

EXISTING TRANSPORTATION FACILITIES

The following provides a description of the existing street system in the study area, including a description of street classifications and characteristics. Refer to Figure 1 for the location of the following roadways with respect to the site.

Cottage Hill Road and Hillcrest Road: Both roadways are four lane divided with a flush median (two-way left-turn lane) arterials roadways. Both roadways have a 40 mph speed limit.

Blue Ridge Boulevard, Royal Carriage Drive, Shady Lane and Autumn Ridge Drive are residential roadways that provide access to the existing residential properties in the southwest quadrant of the Cottage Hill Road/Hillcrest Road intersection. These four (4) roadways will provide access to the proposed development.

As part of the site development, Blue Ridge Boulevard will be connected to Old Dobbin Road. This will provide a benefit to the existing residential development in the area by providing additional connectivity and multiple opportunities to access Cottage Hill Road for the existing residential properties in the southwest quadrant of the Cottage Hill Road/Hillcrest Road intersection.

All study area intersections are currently stop sign controlled on the side street. Figure 3 schematically depicts the existing lane configurations at the study area intersections.

EXISTING TRAFFIC VOLUMES

Existing AM and PM peak hour turning movement counts at the study area intersections were collected on Tuesday, March 17th, 2020, by HSA Consulting Group. It should be noted that Mobile County schools were open and operating on the day the counts were taken. The resulting Year 2020 AM and PM peak hour turning movement volumes are shown in Figure 4. The traffic count worksheets are provided in Appendix A.

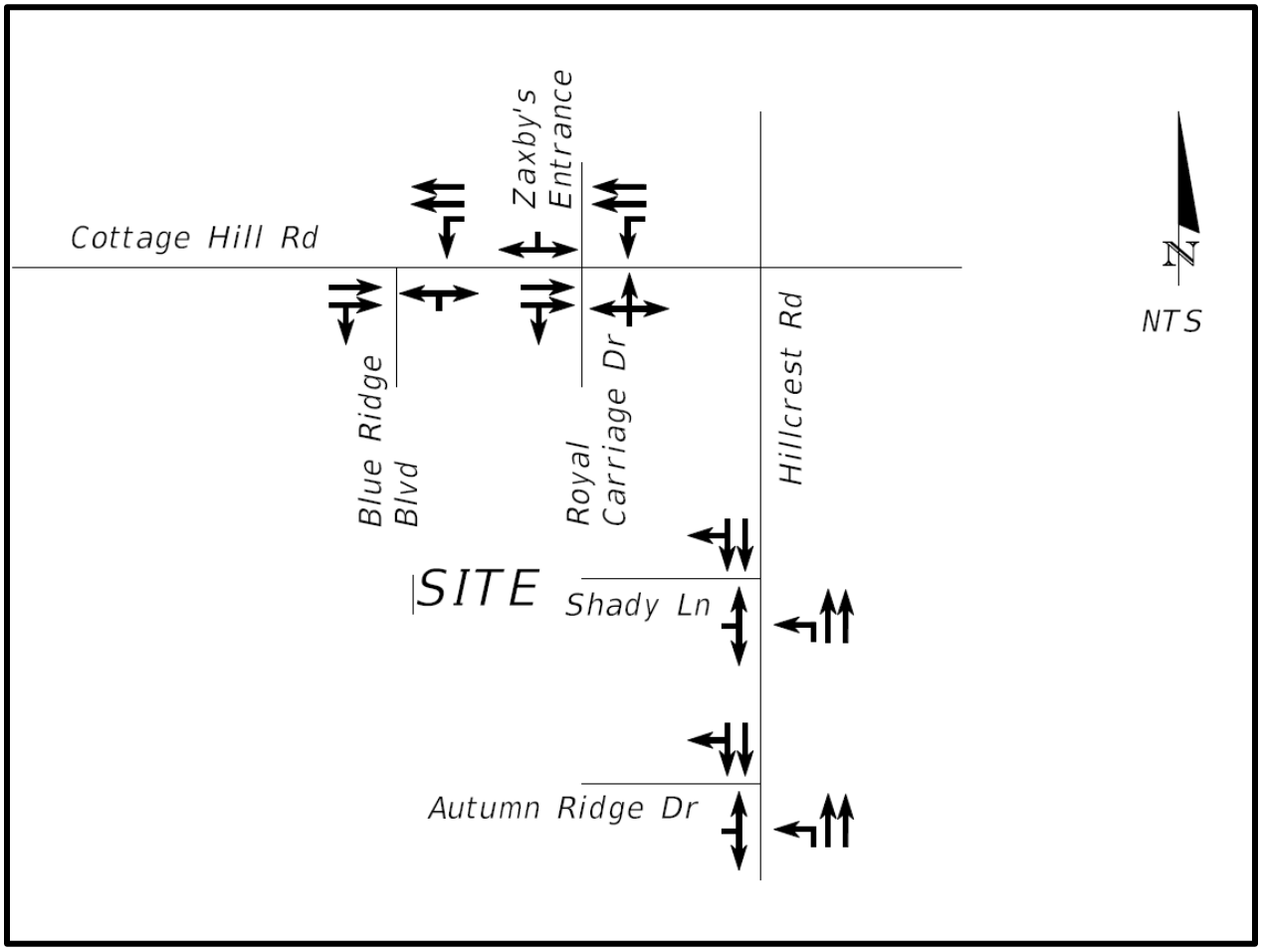


Figure 3. Existing Lane Configurations

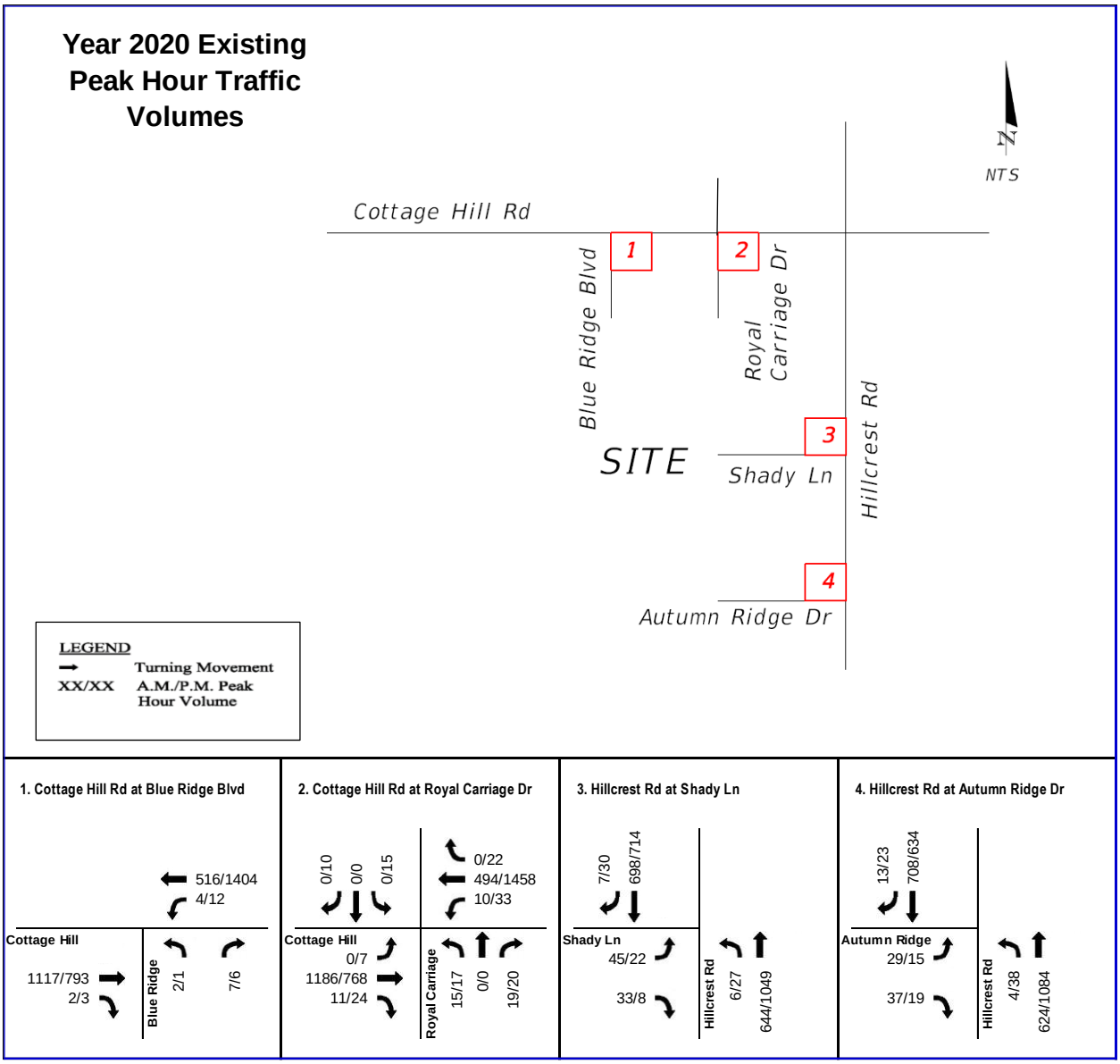


Figure 4. Year 2020 Existing AM and PM Peak Hour Traffic Volumes

EXISTING INTERSECTION LEVEL OF SERVICE

Based on the existing lane configurations presented in Figure 3, and the existing traffic volumes presented in Figure 4, peak hour traffic operations were analyzed at the study area intersections using the methodologies outlined in the *2010 Highway Capacity Manual* (HCM), using the Synchro 9.2 software program. According to the HCM, there are six levels of service (LOS) by which the operational performance of an intersection may be described. These levels of service range between LOS "A" which indicates a relatively free-flowing condition and LOS "F" which indicates operational breakdown.

The results of the intersection level of service analysis for the existing conditions are summarized in Table 2. As shown in Table 2, all approaches at the study area intersections operate at LOS D, or better, in the AM and PM peak hours with the exception of the southbound approach to the Cottage Hill Road/Royal Carriage Drive intersection. This approach operates at LOS E under existing conditions. Given the low volumes on the southbound approach (less than 20 southbound lefts), a signal would not be warranted at this location.

The level of service worksheets for the 2020 Existing Year condition are provided in Appendix B.

PEDESTRIAN MOVEMENTS

There are currently patches of sidewalks along Cottage Hill Road in the study area. These sections of sidewalk are adjacent to the commercial properties and mainly clustered at the intersection of Cottage Hill Road and Hillcrest Road. Along Hillcrest Road there are sidewalks along both sides of the road. There is also sidewalk on both sides of Royal Carriage Drive, Shady Lane and Autumn Ridge Drive. Field observations indicated minimal pedestrian activity along the study area roadways in the vicinity of the site.

Table 2. Year 2020 Existing Intersection Level of Service

Unsignalized Intersection	AM Peak Hour		PM Peak Hour	
	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)
Cottage Hill Rd/Blue Ridge Blvd				
Northbound Approach	B	14.8	B	12.6
Westbound Left	B	11.3	A	9.6
Cottage Hill Rd/Royal Carriage Dr				
Northbound Approach	C	22.6	C	18.0
Southbound Approach	A	0.0	E	37.2
Eastbound Left	A	0.0	B	14.1
Westbound Left	B	12.3	A	9.8
Hillcrest Rd/Shady Lane				
Northbound Left	A	9.2	A	9.7
Eastbound Approach	B	14.6	C	16.3
Hillcrest Rd/Autumn Ridge Drive				
Northbound Left	A	9.3	A	9.3
Eastbound Approach	B	14.7	C	15.1

OTHER MODES OF TRANSPORTATION

Currently, there are no bicycle lanes along any of the study area roadways. The Wave Transit System provides bus transit service in City of Mobile and Mobile County. The closest route is Route 18 (Cottage Hill/USA).

PARKING

There is no on-street parking observed or expected along Cottage Hill Road or Hillcrest Road.

PLANNED TRANSPORTATION IMPROVEMENTS

None.

SECTION III
TRAFFIC ANALYSIS

ANALYSIS METHODOLOGY

The traffic impacts related to the proposed Milkhouse Creek Residential Development were analyzed as follows:

- The proposed Milkhouse Creek Residential Development will be built in three (3) phases. The first phase is expected to be completed by the year 2022, the second in 2023 and the third in 2025. Therefore, years 2022, 2023 and 2025 were chosen as analysis years in this study.

- The future years (Year 2022, 2023 and 2025) Without Project traffic volumes were derived by applying a 1% annual growth rate to the 2020 Existing Year traffic volumes at the study area intersections.

- Estimates of AM peak hour and PM peak hour trips, generated by the proposed Milkhouse Creek Residential Development, were developed using rates published in *Trip Generation*, 10th Edition (Institute of Transportation Engineers).

- Trip distribution of site-generated traffic was developed based on existing traffic patterns.

- The estimated AM and PM peak hour site-generated traffic for the proposed Milkhouse Creek Residential Development was assigned to the roadway network and added to the Without Project traffic volumes to derive the With Project traffic volumes.

- The With Project traffic volumes were then used to determine the traffic impacts and mitigations related to the proposed Milkhouse Creek Residential Development.

A detailed discussion of the methodology summarized above, and the analysis results, are contained in the remainder of this section. The term "With Project" refers to traffic conditions with the proposed Milkhouse Creek Residential Development.

WITHOUT PROJECT VOLUMES AND INTERSECTION LEVEL OF SERVICE

The Without Project peak hour traffic volumes were forecasted by growing the 2020 Existing Year peak hour traffic volumes at an estimated annual growth rate. The annual growth rate was estimated from traffic volume information obtained from the ALDOT's Alabama Traffic data website. Historical AADT volumes along Cottage Hill Road and Hillcrest Road, and the corresponding growth rate, are provided in Table 3.

As shown in Table 3, the average annual growth from 2013 to 2018, was 0.7%. To be conservative, a growth rate of 1% was assumed to be representative of the future short-term growth in traffic on the project area roadways.

The following formula was used for the traffic projections:

$F = P (1+i)^n$

Where:

F = future projected traffic volume, vehicles per hour
P = 2020 peak hour traffic volume, vehicles per hour
i = annual growth rate = 1.00% (0.01)
n = number of years in projection, 2 for 2022, 3 for 2023 and 5 for 2025

The Year 2022, 2023 and 2025 Without Project peak hour traffic volumes are shown in Figures 5, 6 and 7 respectively.

Table 3. Historical AADT Volumes and Growth Rate

Year	Cottage Hill Rd Site 361	Cottage Hill Rd Site 362	Hillcrest Rd Site 434	Hillcrest Rd Site 742
2013	29,210	30,130	21,200	17,940
2014	27,770	27,400	21,770	18,080
2014	28,330	27,950	22,210	18,440
2016	29,020	28,630	22,750	18,890
2017	29,500	28,630	21,000	20,670
2018	29,905	29,023	21,121	20,789
Growth from 2013 to 2018	695	-1,107	-79	2,849
Annual Growth Rate	0.5%	-0.7%	-0.5%	3.2%
Average	0.7% per year			

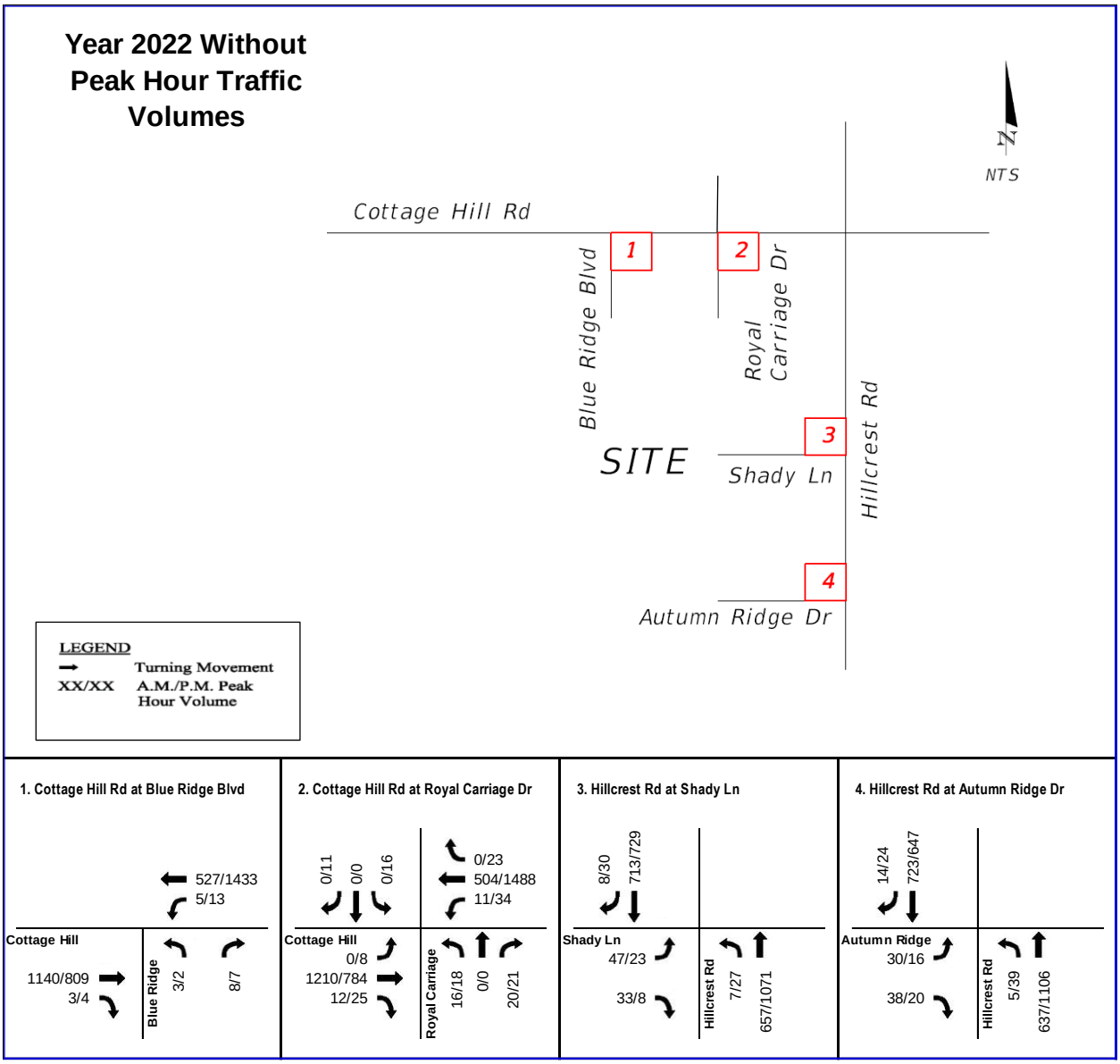


Figure 5. Year 2022 Without Project AM and PM Peak Hour Traffic Volumes

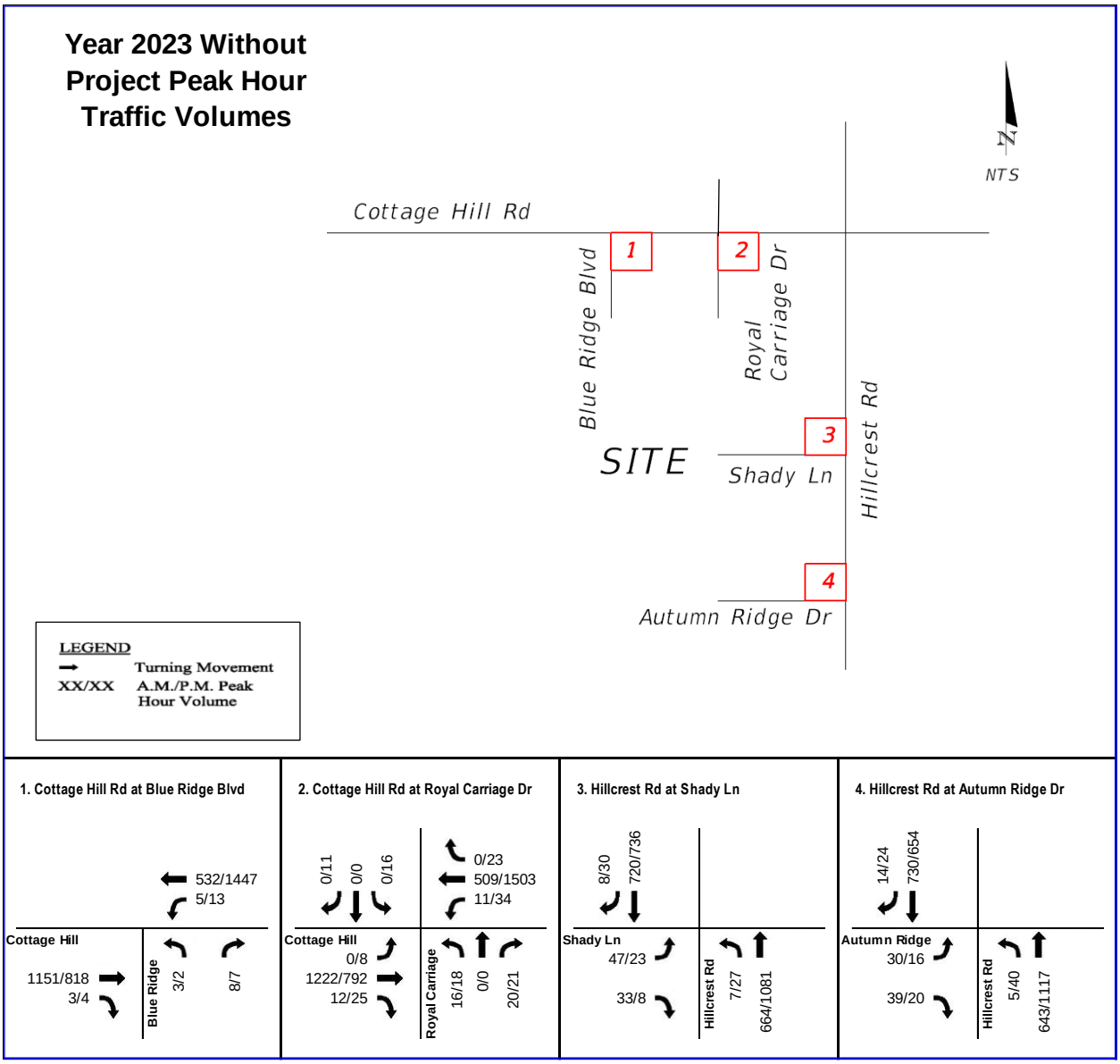


Figure 6. Year 2023 Without Project AM and PM Peak Hour Traffic Volumes

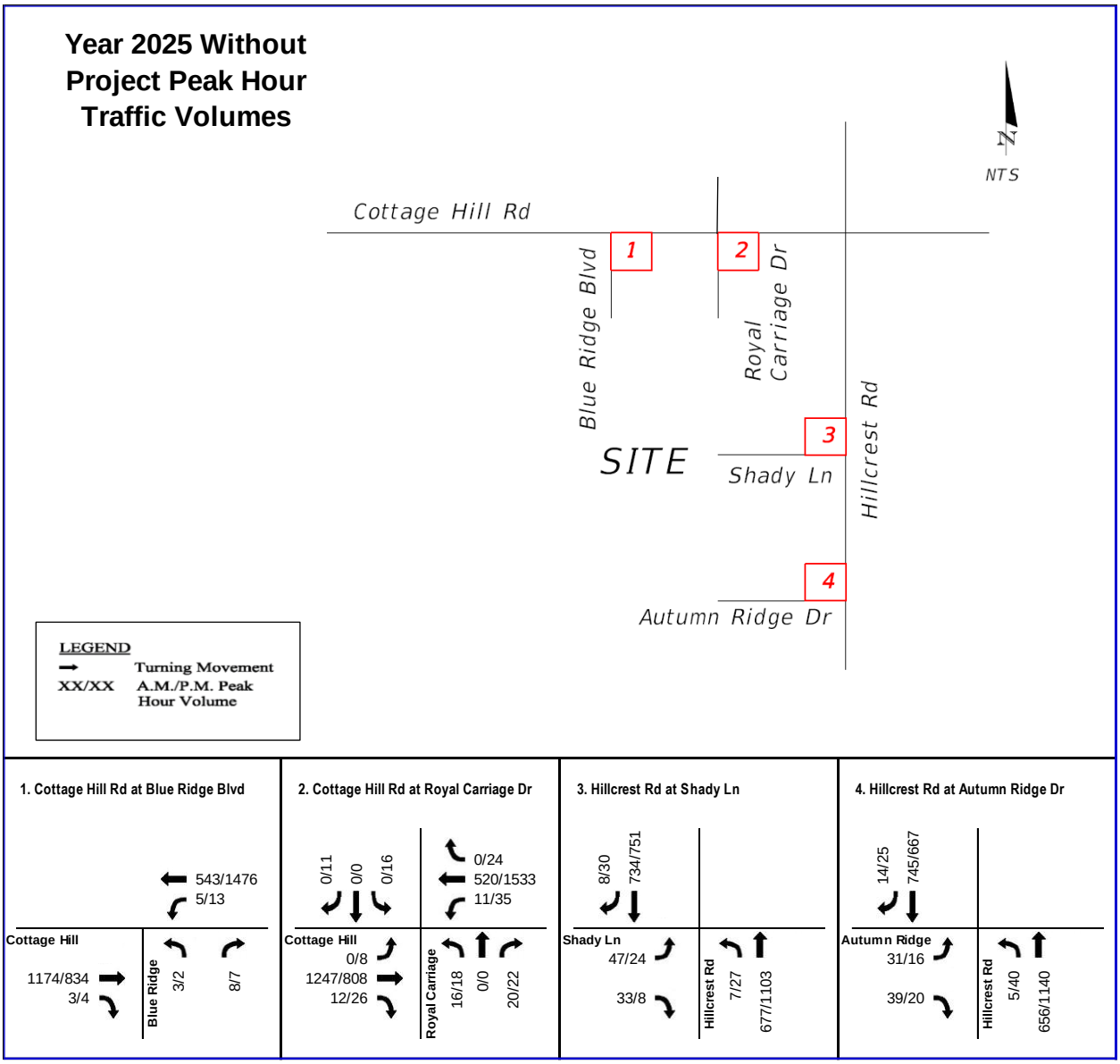


Figure 7. Year 2025 Without Project AM and PM Peak Hour Traffic Volumes

Level of service was calculated at the study area intersections based on these volumes and the existing lane configurations shown in Figure 3. The results of the level of service analysis are presented in Table 4. As shown in Table 4, all study area intersections are projected to operate at an overall LOS C, or better, in both the AM and PM peak hours in the Years 2022, 2023 and 2025 with the exception of the southbound approach at the Cottage Hill/Royal Carriage Drive, which currently operates at LOS E in the PM peak hour.

The level of service worksheets for the Year 2022, Year 2023 and Year 2025 Without Project condition are provided in Appendix C.

Table 4. Without Project Intersection Level of Service

	Year 2022				Year 2023				Year 2025			
	AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour	
Unsignalized Intersection	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)
Cottage Hill Rd/Blue Ridge Blvd												
NB Approach	C	15.5	B	13.6	C	15.7	B	13.7	C	15.9	B	13.9
WB Left	B	11.4	A	9.7	B	11.5	A	9.7	B	11.6	A	9.8
Cottage Hill Rd/Royal Carriage Dr												
NB Approach	C	23.4	C	18.7	C	23.8	C	18.8	C	24.7	C	19.1
SB Approach	A	0.0	E	39.4	A	0.0	E	40.3	A	0.0	E	42.8
EB Left	A	0.0	B	14.4	A	0.0	B	14.6	A	0.0	B	14.9
WB Left	B	12.5	A	9.9	B	12.5	A	9.9	B	12.7	B	10.0
Hillcrest Rd/Shady Ln												
NB Left	A	9.3	A	9.8	A	9.3	A	9.8	A	9.4	A	9.9
EB Approach	B	14.9	C	16.6	C	15.0	C	16.7	C	15.2	C	17.1
Hillcrest Rd/Autumn Ridge Dr												
NB Left	A	9.3	A	9.3	A	9.4	A	9.4	A	9.4	A	9.4
EB Approach	B	14.9	C	15.4	C	15.0	C	15.5	C	15.3	C	15.7

DEVELOPMENT PLANS

As discussed previously, the proposed Milkhouse Creek Residential Development is expected to be completed in three (3) phases by the year 2025 and will include 124 single family dwelling units. The land use details are presented in Table 1.

SITE ACCESS

Blue Ridge Boulevard and Royal Carriage Drive will provide access from the project to Cottage Hill Road. Shady Lane and Autumn Ridge Drive will provide from the project to Hillcrest Road (see Figure 1). All four (4) of the study intersections are full access intersections with left-turn lanes on the mainline and stop sign control on the side streets.

TRIP GENERATION

Estimates of daily, AM peak hour and PM peak hour trips generated by the proposed Milkhouse Creek Residential Development were developed from rates published in *Trip Generation Manual*, 10th Edition (Institute of Transportation Engineers). AM and PM trip generation rates used were for land use type 210, Single Family Housing.

As shown in Table 5, the proposed Milkhouse Creek Residential Development is projected to generate 1,171 daily trips, 92 AM peak hour trips and 123 PM peak hour trips. Of the 92 trips during the AM peak hour, 24 are inbound trips and 68 are outbound trips. Of the 123 trips during the PM peak hour, 77 are inbound trips and 46 are outbound trips.

TRIP DISTRIBUTION AND ASSIGNMENT

Trip distribution is the percentage of site traffic that travels on various roadways to and from the site. A generalized trip distribution for the AM and PM peak hour were developed based on existing traffic patterns. The trip distribution percentages for new trips assumed in this study, is shown in Figures 8, 9 and 10.

Table 5. Trip Generation for the Proposed Milkhouse Creek Development

Land Use Description and ITE Land Use Code	Daily	AM Peak Hour			PM Peak Hour		
		In	Out	Total	In	Out	Total
Trip Generation Rates*							
Single Family Housing (ITE 210)	9.44	0.19	0.55	0.74	0.62	0.37	0.99
Trip Generation							
Phase 1 (Year 2022)	481	10	28	38	32	19	51
Phase 2 (Year 2023)	293	6	17	23	19	11	30
Phase 3 (Year 2025)	397	8	23	31	26	16	42
Total	1,171	24	68	92	77	46	123

*Rate per dwelling unit (d.u.)

The trips generated by the proposed Milkhouse Creek Residential Development, as shown in Table 5, were assigned to the study area network according to the distributions shown in Figures 8, 9 and 10. Consideration was given to the driver's origin/destination location and the ease of access for each turning movement for all the study area intersections. The net new AM and PM peak hour trip assignment of site-generated trips, at the study area intersections, are presented in Figure 8, 9 and 10 for the Years 2022, 2023 and 2025 respectively.

WITH PROJECT TRAFFIC VOLUMES AND INTERSECTION LEVEL OF SERVICE

The Year 2022 With Project peak hour traffic volumes were developed by combining the Year 2022 Without Project Traffic Volumes (Figure 5) and the Year 2022 AM and PM Peak Hour Traffic Assignment (Figure 8). The Year 2022 With Project peak hour traffic volumes are shown in Figure 11. The Year 2023 With Project peak hour traffic volumes were developed by combining the Year 2023 Without Project Traffic Volumes (Figure 6) and the Year 2023 AM and PM Peak Hour Traffic Assignment (Figure 9). The Year 2023 With Project peak hour traffic volumes are shown in Figure 12. The Year 2025 With Project peak hour traffic volumes were developed by combining the Year 2025 Without Project Traffic Volumes (Figure 7) and the Year 2025 AM and PM Peak Hour Traffic Assignment (Figure 10). The Year 2025 With Project peak hour traffic volumes are shown in Figure 13.

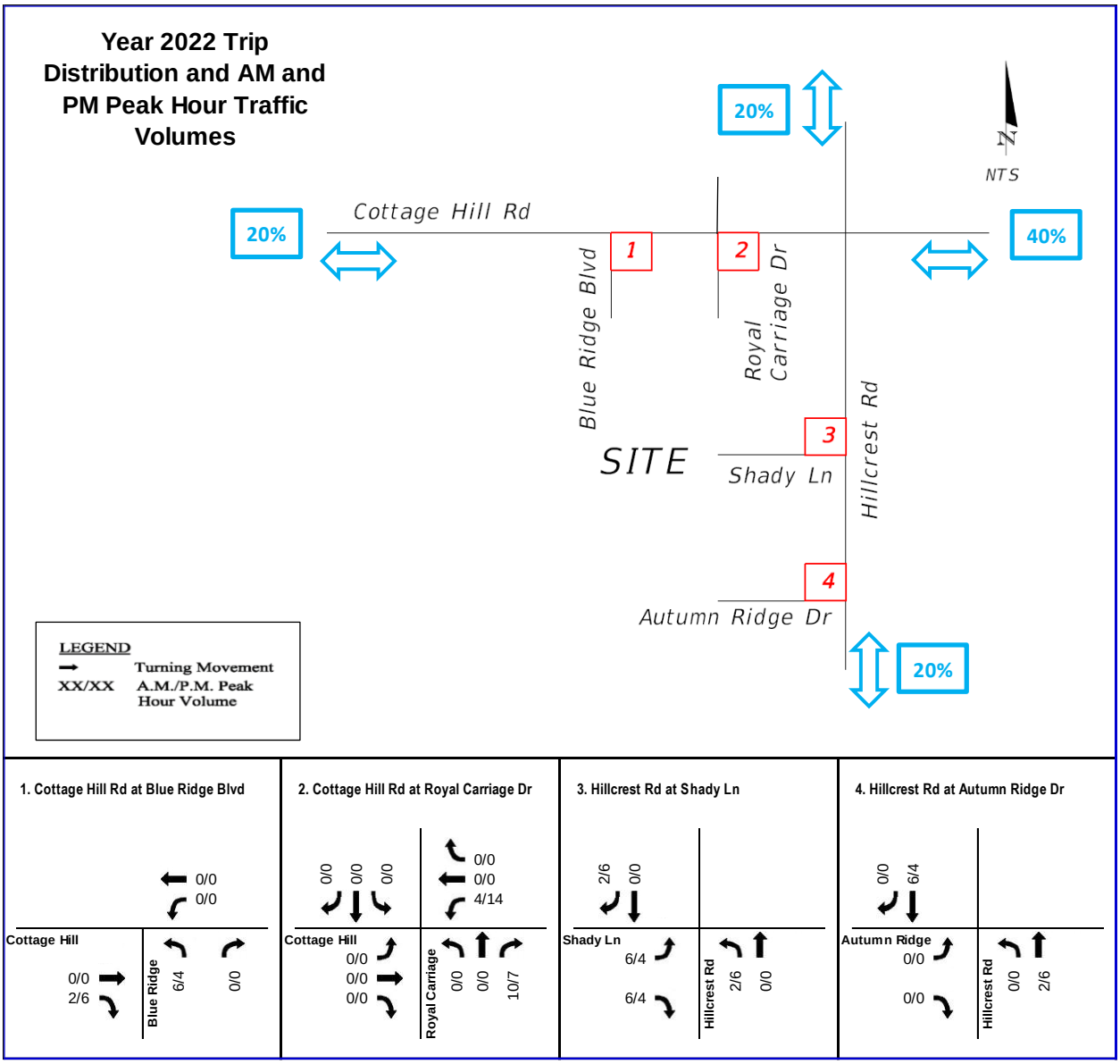


Figure 8. Trip Distribution and Year 2022 AM and PM Peak Hour Traffic Assignment

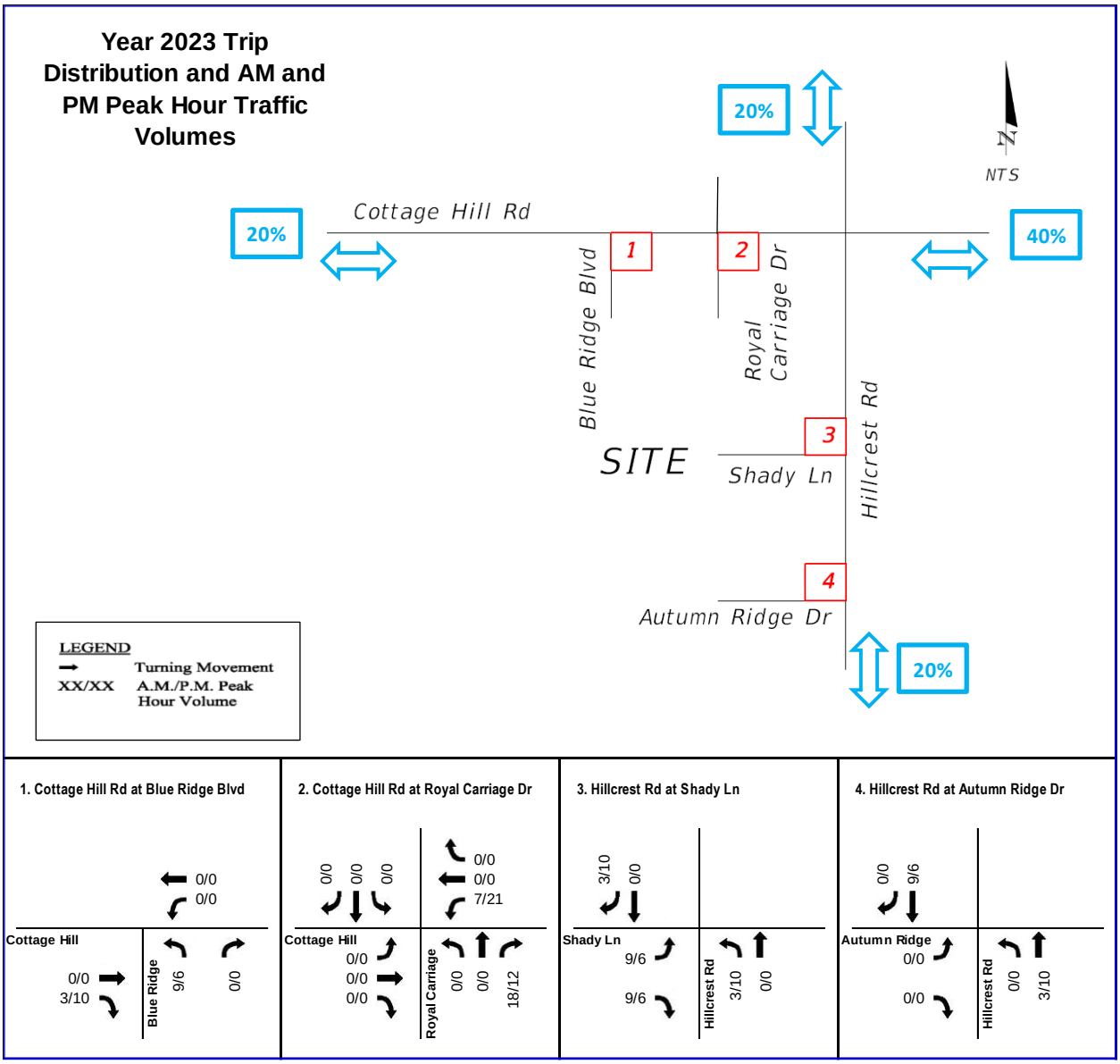


Figure 9. Trip Distribution and Year 2023 AM and PM Peak Hour Traffic Assignment

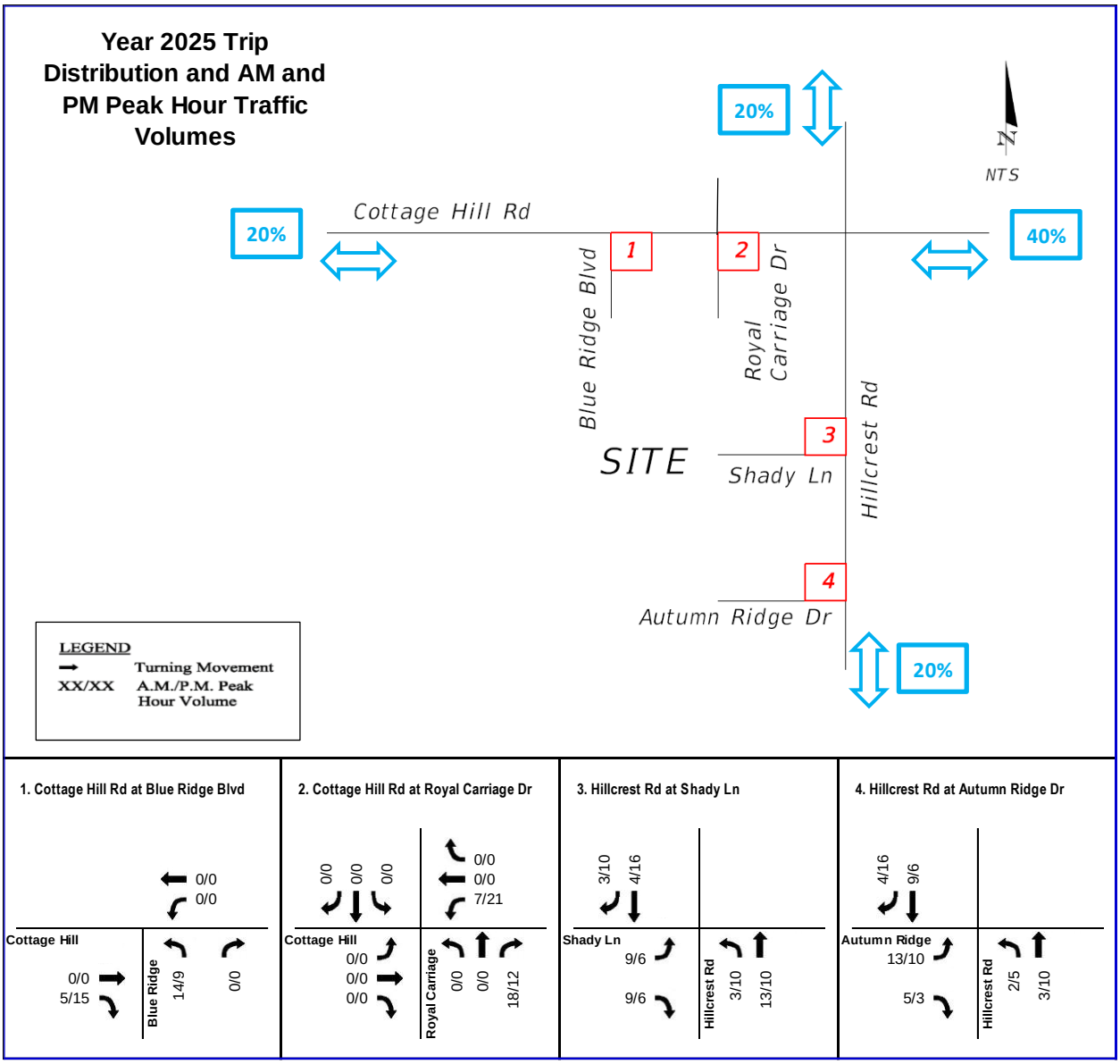


Figure 10. Trip Distribution and Year 2025 AM and PM Peak Hour Traffic Assignment

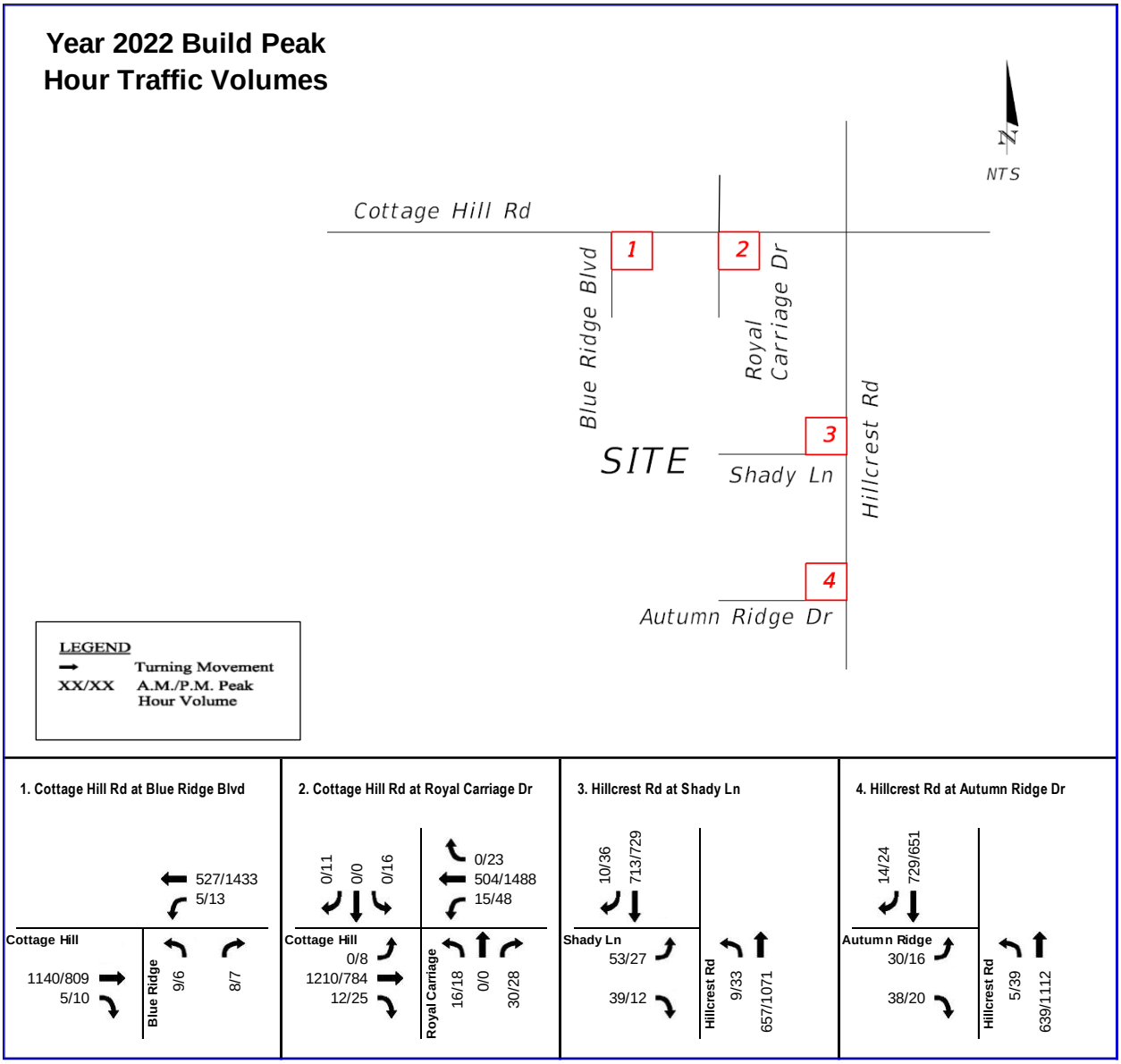


Figure 11. Year 2022 With Project AM and PM Peak Hour Traffic Volumes

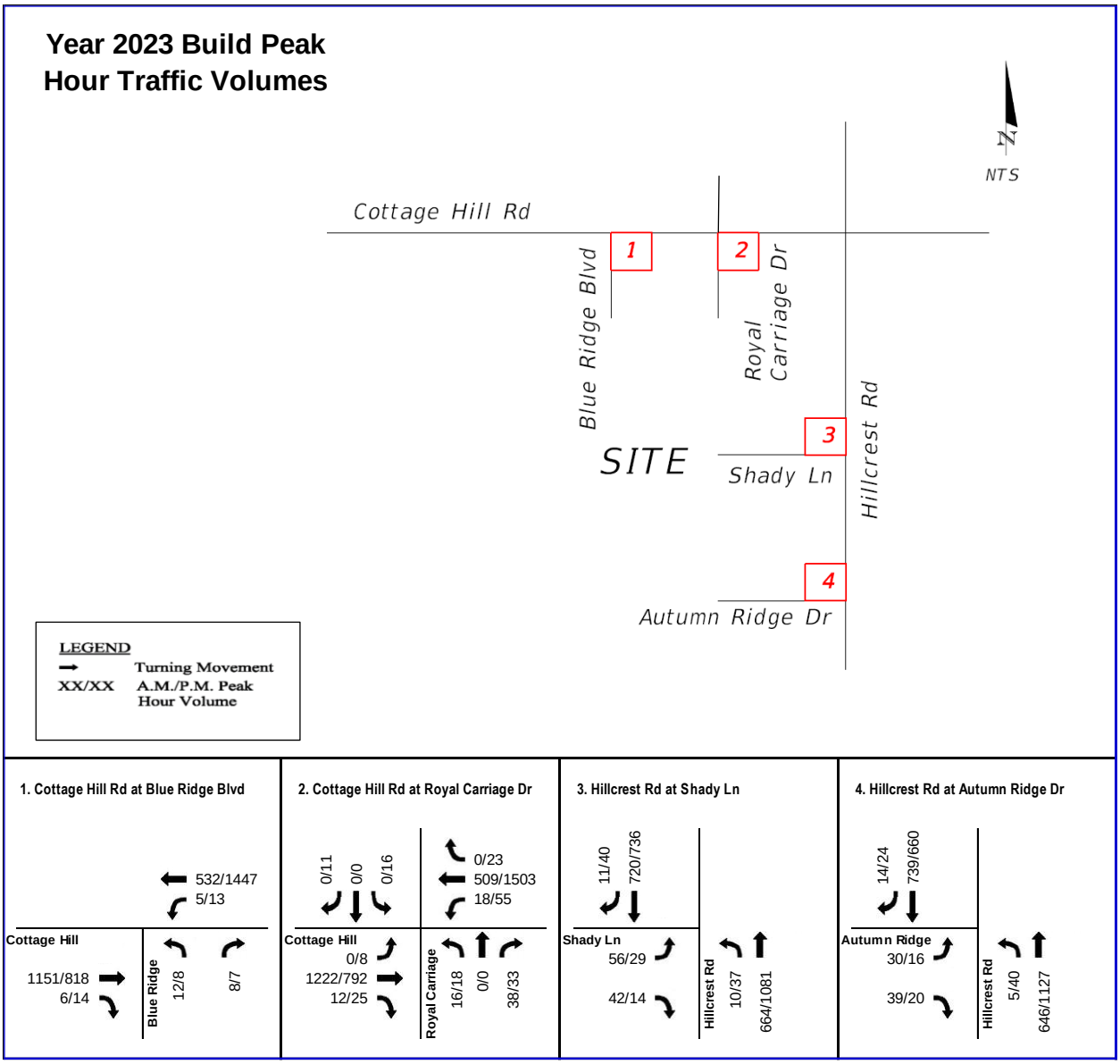


Figure 12. Year 2023 With Project AM and PM Peak Hour Traffic Volumes

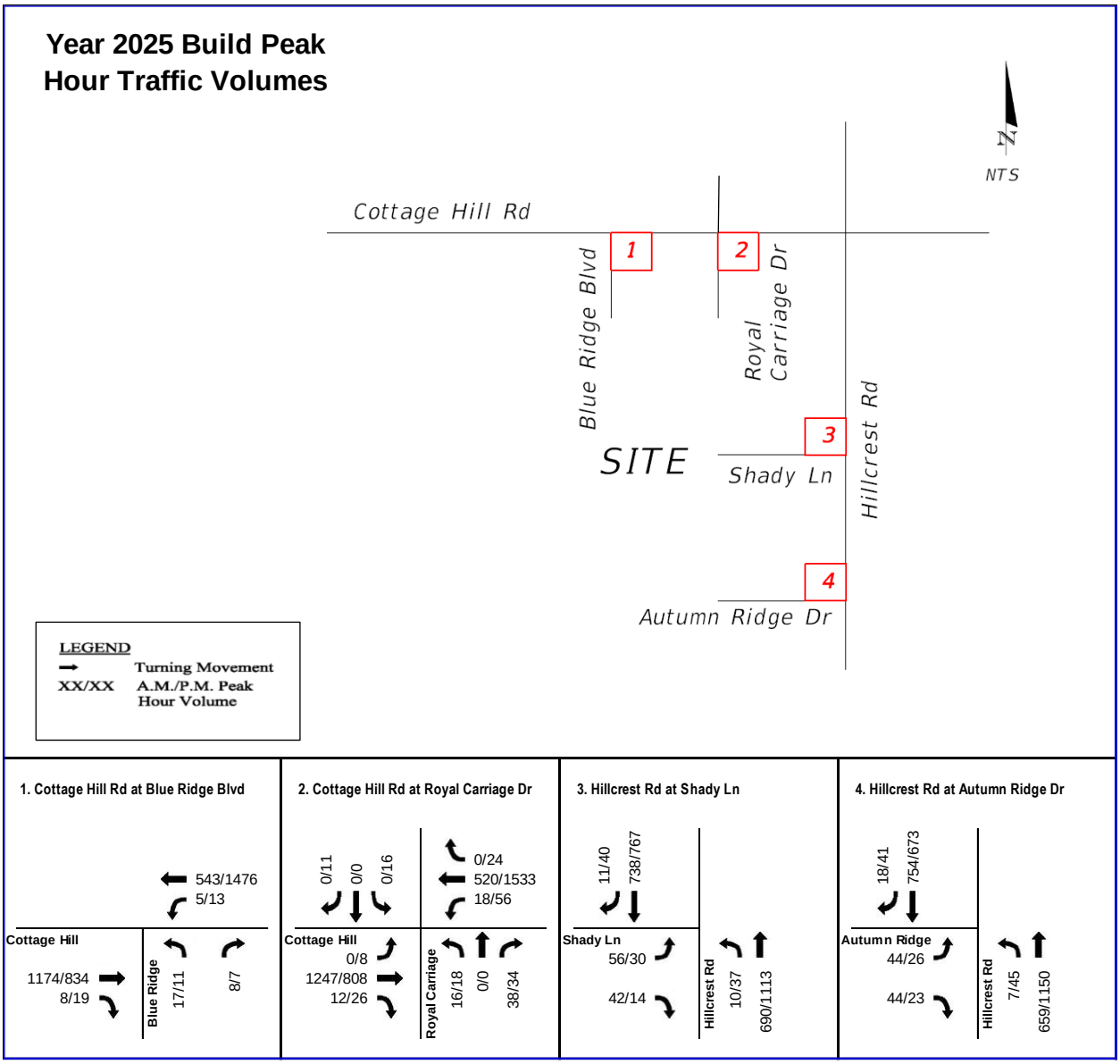


Figure 13. Year 2025 With Project AM and PM Peak Hour Traffic Volumes

Level of service was calculated at the study area intersections based on the volumes shown in Figures 11, 12, and 13, and the existing lane configurations shown in Figure 3. The results of the level of service analysis are presented in Table 6.

As shown in Table 6, all study area intersections are projected to operate at an overall LOS C, or better, in both the AM and PM peak hours in the Years 2022, 2023 and 2025 with the exception of the southbound approach at the Cottage Hill/Royal Carriage Drive, which currently operates at LOS E in the PM peak hour.

The southbound approach at the Cottage Hill/Royal Carriage Drive currently operates, and is projected to operate at, LOS E without and with the project. Given the low volumes on the southbound approach (less than 20 southbound lefts), a signal would not be warranted at this location. It should be noted that the project does not change the LOS and adds less than 3.0 seconds of delay for less than 30 southbound vehicles (lefts and rights).

The level of service worksheets for the Year 2022, Year 2023 and Year 2025 With Project conditions are provided in Appendix D.

Table 6. With Project Intersection Level of Service

	Year 2022				Year 2023				Year 2025			
	AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour	
Unsignalized Intersection	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)
Cottage Hill Rd/Blue Ridge Blvd												
NB Approach	C	18.3	C	16.3	C	19.4	C	17.3	C	21.0	C	18.7
WB Left	B	11.4	A	9.7	B	11.5	A	9.7	B	11.6	A	9.8
Cottage Hill Rd/Royal Carriage Dr												
NB Approach	C	22.4	C	18.3	C	22.2	C	18.2	C	22.9	C	18.5
SB Approach	A	0.0	E	41.1	A	0.0	E	43.1	A	0.0	E	45.4
EB Left	A	0.0	B	14.4	A	0.0	B	14.6	A	0.0	B	14.9
WB Left	B	12.5	B	10.0	B	12.7	B	10.1	B	12.9	B	10.2
Hillcrest Rd/Shady Ln												
NB Left	A	9.3	A	9.9	A	9.4	A	9.9	A	9.4	B	10.1
EB Approach	B	15.3	C	16.8	C	15.6	C	17.0	C	15.9	C	17.7
Hillcrest Rd/Autumn Ridge Dr												
NB Left	A	9.4	A	9.4	A	9.4	A	9.4	A	9.5	A	9.6
EB Approach	C	15.0	C	15.5	C	15.1	C	15.6	C	16.8	C	17.7

YEAR 2025 WITH PROJECT TRAFFIC TURN-LANE ANALYSIS

The requirement for a right-turn lane at the study area intersections along Cottage Hill Road and Hillscrest Road were analyzed using NCHRP 457 and are shown in Table 7. Based on the NCHRP guidelines, right-turn lanes along the mainline are not recommended at the study area intersections. Appendix E contains the results of this analysis.

Table 7. Right-Turn Lane Analysis

Intersection	Right-Turn Movement	Major Street Volume (One-Way)		Right-Turn Volume		Is Turn Lane Recommended ?
		AM	PM	AM	PM	
Cottage Hill Rd/Blue Ridge Blvd	Eastbound	1,182	853	8	19	No
Cottage Hill Rd/Royal Carriage Dr	Eastbound	1,259	834	12	26	No
Hillcrest Rd/Shady Ln	Southbound	749	807	11	40	No
Hillcrest Rd/Autumn Ridge Dr	Southbound	772	714	18	41	No

CONCLUSIONS

The following are the findings and recommendations from the traffic analysis:

Findings

- Under the existing conditions, all approaches at the study area intersections operate at an overall level of service (LOS) C, or better, during the AM and PM peak hours with the exception of the southbound approach at the Cottage Hill/Royal Carriage Drive intersection, which currently operates at LOS E in the PM peak hour.

- Without the project in the Year 2022, Year 2023 and Year 2025, all study area intersections are projected to operate at an overall LOS C, or better, in both the AM and PM peak hours with the exception of the southbound approach at the Cottage Hill/Royal Carriage Drive intersection, which is projected to operate at LOS E in the PM peak hour.

- The proposed Milkhouse Creek Residential Development is projected to generate 1,171 daily trips, 92 AM peak hour trips and 123 PM peak hour trips. Of the 92 trips during the AM peak hour, 24 are inbound trips and 68 are outbound trips. Of the 123 trips during the PM peak hour, 77 are inbound trips and 46 are outbound trips.

- With the project in the Year 2022, Year 2023 and Year 2025 all study area intersections are projected to operate at an overall LOS C, or better, in both the AM and PM peak hours with the exception of the southbound approach at the Cottage Hill/Royal Carriage Drive intersection, which is projected to operate at LOS E in the PM peak hour.

- The southbound approach at the Cottage Hill/Royal Carriage Drive intersection currently operates, and is projected to operate at, LOS E without and with the project. Given the low volumes on the southbound approach (less than 20 southbound lefts), a signal would not be warranted at this location. It should be noted that the project does not change the LOS and adds less than 3.0 seconds of delay for less than 30 southbound vehicles (lefts and rights).

- Based on the 2025 Build traffic volumes, no right-turn lanes are recommended at the study area intersections.

Recommendations

Based on the traffic analysis documented in this report, no right-turn lanes or other off-site mitigation is recommended for the proposed Milkhouse Creek Residential development.

APPENDIX A

TRAFFIC COUNT WORKSHEETS

Intersection: Cottage Hill Rd at Blue Ridge Blvd
AM Peak

Tuesday, March 17, 2020

Time	SB SBR	SB SBT	SB SBL	WB WBR	WB WBT	WB WBL	NB NBR	NB NBT	NB NBL	EB EBR	EB EBT	EB EBL	Total
15 Minute Totals - All Vehicles													
7:00 AM - 7:15 AM	0	0	0		119	0	1	0	1	0	287	0	408
7:15 AM - 7:30 AM	0	0	0		124	1	3	0	0	1	291	0	420
7:30 AM - 7:45 AM	0	0	0		130	0	2	0	1	1	275	0	409
7:45 AM - 8:00 AM	0	0	0		143	3	1	0	0	0	264	0	411
8:00 AM - 8:15 AM	0	0	0		118	0	0	0	2	0	239	0	359
8:15 AM - 8:30 AM	0	0	0		164	0	0	0	1	0	205	0	370
8:30 AM - 8:45 AM	0	0	0		136	1	1	0	2	1	230	0	371
8:45 AM - 9:00 AM	0	0	0		137	3	1	0	1	0	235	0	377
15 Minute Totals - Trucks													
7:00 AM - 7:15 AM	0	0	0		8	0	0	0	0	0	8	0	16
7:15 AM - 7:30 AM	0	0	0		6	0	0	0	0	0	8	0	14
7:30 AM - 7:45 AM	0	0	0		11	0	0	0	0	0	9	0	20
7:45 AM - 8:00 AM	0	0	0		9	0	0	0	0	0	3	0	12
8:00 AM - 8:15 AM	0	0	0		7	0	0	0	0	0	12	0	19
8:15 AM - 8:30 AM	0	0	0		10	0	0	0	0	0	7	0	17
8:30 AM - 8:45 AM	0	0	0		5	0	0	0	0	0	10	0	15
8:45 AM - 9:00 AM	0	0	0		9	0	0	0	0	0	13	0	22
Hourly Total by 15 minutes - All Vehicles													
7:00 AM - 8:00 AM	0	0	0	0	516	4	7	0	2	2	1117	0	1648
7:15 AM - 8:15 AM	0	0	0	0	515	4	6	0	3	2	1069	0	1599
7:30 AM - 8:30 AM	0	0	0	0	555	3	3	0	4	1	983	0	1549
7:45 AM - 8:45 AM	0	0	0	0	561	4	2	0	5	1	938	0	1511
8:00 AM - 9:00 AM	0	0	0	0	555	4	2	0	6	1	909	0	1477
Hourly Total by 15 minutes - Trucks													
7:00 AM - 8:00 AM	0	0	0	0	34	0	0	0	0	0	28	0	62
7:15 AM - 8:15 AM	0	0	0	0	33	0	0	0	0	0	32	0	65
7:30 AM - 8:30 AM	0	0	0	0	37	0	0	0	0	0	31	0	68
7:45 AM - 8:45 AM	0	0	0	0	31	0	0	0	0	0	32	0	63
8:00 AM - 9:00 AM	0	0	0	0	31	0	0	0	0	0	42	0	73
Peak Hour U-Turn			1						3				
Peak Hour	0	0	0	0	516	4	7	0	2	2	1117	0	1648
7:00 AM - 8:00 AM													
Truck Percentage		0.0%			6.5%			0.0%			2.5%		
Peak Hour Factor													98%

Intersection: Cottage Hill Rd at Blue Ridge Blvd
PM Peak Tuesday, March 17, 2020

Time	SB SBR	SB SBT	SB SBL	WB WBR	WB WBT	WB WBL	NB NBR	NB NBT	NB NBL	EB EBR	EB EBT	EB EBL	Total
15 Minute Totals - All Vehicles													
4:00 PM - 4:15 PM	0	0	0		283	4	0	0	0	0	199	0	486
4:15 PM - 4:30 PM	0	0	0		330	1	2	0	0	1	190	0	524
4:30 PM - 4:45 PM	0	0	0		338	1	0	0	0	1	186	0	526
4:45 PM - 5:00 PM	0	0	0		353	0	2	0	0	2	176	0	533
5:00 PM - 5:15 PM	0	0	0		329	2	0	0	0	0	236	0	567
5:15 PM - 5:30 PM	0	0	0		370	3	4	0	0	0	210	0	587
5:30 PM - 5:45 PM	0	0	0		352	7	0	0	1	1	171	0	532
5:45 PM - 6:00 PM	0	0	0		277	4	3	0	1	1	170	0	456
15 Minute Totals - Trucks													
4:00 PM - 4:15 PM	0	0	0		10	0	0	0	0	0	5	0	15
4:15 PM - 4:30 PM	0	0	0		4	0	0	0	0	0	6	0	10
4:30 PM - 4:45 PM	0	0	0		6	0	0	0	0	0	3	0	9
4:45 PM - 5:00 PM	0	0	0		3	0	0	0	0	0	4	0	7
5:00 PM - 5:15 PM	0	0	0		6	0	0	0	0	0	4	0	10
5:15 PM - 5:30 PM	0	0	0		0	0	0	0	0	0	3	0	3
5:30 PM - 5:45 PM	0	0	0		3	0	0	0	0	0	4	0	7
5:45 PM - 6:00 PM	0	0	0		3	0	0	0	0	0	1	0	4
Hourly Total by 15 minutes - All Vehicles													
4:00 PM - 5:00 PM	0	0	0	0	1304	6	4	0	0	4	751	0	2069
4:15 PM - 5:15 PM	0	0	0	0	1350	4	4	0	0	4	788	0	2150
4:30 PM - 5:30 PM	0	0	0	0	1390	6	6	0	0	3	808	0	2213
4:45 PM - 5:45 PM	0	0	0	0	1404	12	6	0	1	3	793	0	2219
5:00 PM - 6:00 PM	0	0	0	0	1328	16	7	0	2	2	787	0	2142
Hourly Total by 15 minutes - Trucks													
4:00 PM - 5:00 PM	0	0	0	0	23	0	0	0	0	0	18	0	41
4:15 PM - 5:15 PM	0	0	0	0	19	0	0	0	0	0	17	0	36
4:30 PM - 5:30 PM	0	0	0	0	15	0	0	0	0	0	14	0	29
4:45 PM - 5:45 PM	0	0	0	0	12	0	0	0	0	0	15	0	27
5:00 PM - 6:00 PM	0	0	0	0	12	0	0	0	0	0	12	0	24
Peak Hour U-Turn			4						8				
Peak Hour	0	0	0	0	1404	12	6	0	1	3	793	0	2219
4:45 PM - 5:45 PM													
Truck Percentage		0.0%			0.8%			0.0%			1.9%		
Peak Hour Factor													95%

Intersection: Cottage Hill Rd at Royal Carriage Dr
AM Peak

Tuesday, March 17, 2020

Time	SB SBR	SB SBT	SB SBL	WB WBR	WB WBT	WB WBL	NB NBR	NB NBT	NB NBL	EB EBR	EB EBT	EB EBL	Total
15 Minute Totals - All Vehicles													
7:00 AM - 7:15 AM	0	0	0	0	100	2	6	0	4	1	289	0	402
7:15 AM - 7:30 AM	0	0	0	0	131	1	5	0	2	1	333	0	473
7:30 AM - 7:45 AM	0	0	0	0	117	4	2	0	3	4	290	0	420
7:45 AM - 8:00 AM	0	0	0	0	146	3	6	0	6	5	274	0	440
8:00 AM - 8:15 AM	0	0	0	0	117	4	4	0	3	5	231	0	364
8:15 AM - 8:30 AM	0	0	0	0	168	2	10	0	1	1	212	0	394
8:30 AM - 8:45 AM	0	0	0	0	121	1	5	0	4	0	221	0	352
8:45 AM - 9:00 AM	0	0	0	0	131	4	3	0	0	0	240	0	378
15 Minute Totals - Trucks													
7:00 AM - 7:15 AM	0	0	0		6	0	0	0	0	0	8	0	14
7:15 AM - 7:30 AM	0	0	0		7	0	0	0	0	2	9	0	18
7:30 AM - 7:45 AM	0	0	0		10	1	0	0	0	0	9	0	20
7:45 AM - 8:00 AM	0	0	0		7	0	1	0	0	0	5	0	13
8:00 AM - 8:15 AM	0	0	0		6	0	0	0	0	1	13	0	20
8:15 AM - 8:30 AM	0	0	0		11	0	0	0	0	0	5	0	16
8:30 AM - 8:45 AM	0	0	0		7	0	0	0	0	1	10	0	18
8:45 AM - 9:00 AM	0	0	0		12	0	1	0	0	0	13	0	26
Hourly Total by 15 minutes - All Vehicles													
7:00 AM - 8:00 AM	0	0	0	0	494	10	19	0	15	11	1186	0	1735
7:15 AM - 8:15 AM	0	0	0	0	511	12	17	0	14	15	1128	0	1697
7:30 AM - 8:30 AM	0	0	0	0	548	13	22	0	13	15	1007	0	1618
7:45 AM - 8:45 AM	0	0	0	0	552	10	25	0	14	11	938	0	1550
8:00 AM - 9:00 AM	0	0	0	0	537	11	22	0	8	6	904	0	1488
Hourly Total by 15 minutes - Trucks													
7:00 AM - 8:00 AM	0	0	0	0	30	1	1	0	0	2	31	0	65
7:15 AM - 8:15 AM	0	0	0	0	30	1	1	0	0	3	36	0	71
7:30 AM - 8:30 AM	0	0	0	0	34	1	1	0	0	1	32	0	69
7:45 AM - 8:45 AM	0	0	0	0	31	0	1	0	0	2	33	0	67
8:00 AM - 9:00 AM	0	0	0	0	36	0	1	0	0	2	41	0	80
Peak Hour U-Turn			21						3				
Peak Hour	0	0	0	0	494	10	19	0	15	11	1186	0	1735
7:00 AM - 8:00 AM													
Truck Percentage		0.0%			6.2%			2.9%			2.8%		
Peak Hour Factor													92%

Intersection: Cottage Hill Rd at Royal Carriage Dr

PM Peak — Tuesday, March 17, 2020

Time	SB SBR	SB SBT	SB SBL	WB WBR	WB WBT	WB WBL	NB NBR	NB NBT	NB NBL	EB EBR	EB EBT	EB EBL	Total
15 Minute Totals - All Vehicles													
4:00 PM - 4:15 PM	3	0	2	2	301	14	7	0	2	2	199	2	534
4:15 PM - 4:30 PM	4	0	3	3	316	9	4	0	2	9	177	2	529
4:30 PM - 4:45 PM	5	0	5	11	335	5	7	0	8	6	165	0	547
4:45 PM - 5:00 PM	3	0	3	9	356	7	3	0	4	5	173	5	568
5:00 PM - 5:15 PM	3	0	4	3	337	12	6	0	2	3	211	0	581
5:15 PM - 5:30 PM	0	0	4	4	391	8	3	0	5	12	217	0	644
5:30 PM - 5:45 PM	4	0	4	6	374	6	8	0	6	4	167	2	581
5:45 PM - 6:00 PM	2	1	6	8	299	14	4	0	4	3	172	4	517
15 Minute Totals - Trucks													
4:00 PM - 4:15 PM	0	0	0		9	0	0	0	0	0	7	0	16
4:15 PM - 4:30 PM	0	0	0		3	0	0	0	0	0	4	0	7
4:30 PM - 4:45 PM	0	0	0		7	0	0	0	0	0	2	0	9
4:45 PM - 5:00 PM	0	0	0		2	0	0	0	0	0	5	0	7
5:00 PM - 5:15 PM	0	0	0		6	0	0	0	0	1	3	0	10
5:15 PM - 5:30 PM	0	0	0		1	0	0	0	0	0	5	0	6
5:30 PM - 5:45 PM	0	0	0		2	0	0	0	0	0	4	0	6
5:45 PM - 6:00 PM	0	0	0		4	0	0	0	0	0	1	0	5
Hourly Total by 15 minutes - All Vehicles													
4:00 PM - 5:00 PM	15	0	13	25	1308	35	21	0	16	22	714	9	2178
4:15 PM - 5:15 PM	15	0	15	26	1344	33	20	0	16	23	726	7	2225
4:30 PM - 5:30 PM	11	0	16	27	1419	32	19	0	19	26	766	5	2340
4:45 PM - 5:45 PM	10	0	15	22	1458	33	20	0	17	24	768	7	2374
5:00 PM - 6:00 PM	9	1	18	21	1401	40	21	0	17	22	767	6	2323
Hourly Total by 15 minutes - Trucks													
4:00 PM - 5:00 PM	0	0	0	0	21	0	0	0	0	0	18	0	39
4:15 PM - 5:15 PM	0	0	0	0	18	0	0	0	0	1	14	0	33
4:30 PM - 5:30 PM	0	0	0	0	16	0	0	0	0	1	15	0	32
4:45 PM - 5:45 PM	0	0	0	0	11	0	0	0	0	1	17	0	29
5:00 PM - 6:00 PM	0	0	0	0	13	0	0	0	0	1	13	0	27
Peak Hour U-Turn			25						11				
Peak Hour 4:45 PM - 5:45 PM	10	0	15	22	1458	33	20	0	17	24	768	7	2374
Truck Percentage		0.0%			0.7%			0.0%			2.3%		
Peak Hour Factor													92%

Intersection: Hillcrest Rd at Shady Ln
AM Peak

Tuesday, March 17, 2020

Time	SB SBR	SB SBT	SB SBL	WB WBR	WB WBT	WB WBL	NB NBR	NB NBT	NB NBL	EB EBR	EB EBT	EB EBL	Total
15 Minute Totals - All Vehicles													
7:00 AM - 7:15 AM	1	158	0	0	0	0	0	140	1	8	0	11	319
7:15 AM - 7:30 AM	1	176	0	0	0	0	0	154	2	9	0	10	352
7:30 AM - 7:45 AM	2	172	0	0	0	0	0	184	1	9	0	13	381
7:45 AM - 8:00 AM	3	192	0	0	0	0	0	166	2	7	0	11	381
8:00 AM - 8:15 AM	2	123	0	0	0	0	0	161	4	8	0	5	303
8:15 AM - 8:30 AM	3	108	0	0	0	0	0	156	2	3	0	8	280
8:30 AM - 8:45 AM	1	114	0	0	0	0	0	142	4	8	0	4	273
8:45 AM - 9:00 AM	3	98	0	0	0	0	0	154	1	3	0	8	267
15 Minute Totals - Trucks													
7:00 AM - 7:15 AM	0	3	0	0	0	0	0	2	0	0	0	0	5
7:15 AM - 7:30 AM	0	5	0	0	0	0	0	4	0	1	0	0	10
7:30 AM - 7:45 AM	0	7	0	0	0	0	0	7	0	0	0	0	14
7:45 AM - 8:00 AM	0	5	0	0	0	0	0	2	0	0	0	0	7
8:00 AM - 8:15 AM	0	4	0	0	0	0	0	5	0	1	0	0	10
8:15 AM - 8:30 AM	0	2	0	0	0	0	0	4	0	0	0	1	7
8:30 AM - 8:45 AM	0	4	0	0	0	0	0	11	0	0	0	0	15
8:45 AM - 9:00 AM	0	6	0	0	0	0	0	7	0	0	0	0	13
Hourly Total by 15 minutes - All Vehicles													
7:00 AM - 8:00 AM	7	698	0	0	0	0	0	644	6	33	0	45	1433
7:15 AM - 8:15 AM	8	663	0	0	0	0	0	665	9	33	0	39	1417
7:30 AM - 8:30 AM	10	595	0	0	0	0	0	667	9	27	0	37	1345
7:45 AM - 8:45 AM	9	537	0	0	0	0	0	625	12	26	0	28	1237
8:00 AM - 9:00 AM	9	443	0	0	0	0	0	613	11	22	0	25	1123
Hourly Total by 15 minutes - Trucks													
7:00 AM - 8:00 AM	0	20	0	0	0	0	0	15	0	1	0	0	36
7:15 AM - 8:15 AM	0	21	0	0	0	0	0	18	0	2	0	0	41
7:30 AM - 8:30 AM	0	18	0	0	0	0	0	18	0	1	0	1	38
7:45 AM - 8:45 AM	0	15	0	0	0	0	0	22	0	1	0	1	39
8:00 AM - 9:00 AM	0	16	0	0	0	0	0	27	0	1	0	1	45
Peak Hour 7:00 AM - 8:00 AM	7	698	0	0	0	0	0	644	6	33	0	45	1433
Truck Percentage		2.8%			0.0%			2.3%			1.3%		
Peak Hour Factor													94%

Intersection: Hillcrest Rd at Shady Ln
PM Peak

Tuesday, March 17, 2020

Time	SB SBR	SB SBT	SB SBL	WB WBR	WB WBT	WB WBL	NB NBR	NB NBT	NB NBL	EB EBR	EB EBT	EB EBL	Total
15 Minute Totals - All Vehicles													
4:00 PM - 4:15 PM	3	171	0	0	0	0	0	243	3	3	0	5	428
4:15 PM - 4:30 PM	9	184	0	0	0	0	0	260	2	3	0	8	466
4:30 PM - 4:45 PM	5	172	0	0	0	0	0	256	6	5	0	2	446
4:45 PM - 5:00 PM	5	148	0	0	0	0	0	254	5	0	0	7	419
5:00 PM - 5:15 PM	11	210	0	0	0	0	0	279	14	0	0	5	519
5:15 PM - 5:30 PM	9	169	0	0	0	0	0	245	11	7	0	7	448
5:30 PM - 5:45 PM	6	127	0	0	0	0	0	237	10	3	0	8	391
5:45 PM - 6:00 PM	3	164	0	0	0	0	0	195	6	2	0	2	372
15 Minute Totals - Trucks													
4:00 PM - 4:15 PM	0	5	0	0	0	0	0	8	0	0	0	0	13
4:15 PM - 4:30 PM	0	9	0	0	0	0	0	6	0	0	0	0	15
4:30 PM - 4:45 PM	0	2	0	0	0	0	0	7	0	0	0	0	9
4:45 PM - 5:00 PM	0	8	0	0	0	0	0	5	0	0	0	0	13
5:00 PM - 5:15 PM	0	2	0	0	0	0	0	3	0	0	0	0	5
5:15 PM - 5:30 PM	0	4	0	0	0	0	0	4	0	0	0	0	8
5:30 PM - 5:45 PM	1	1	0	0	0	0	0	2	0	0	0	0	4
5:45 PM - 6:00 PM	0	3	0	0	0	0	0	4	1	0	0	0	8
Hourly Total by 15 minutes - All Vehicles													
4:00 PM - 5:00 PM	22	675	0	0	0	0	0	1013	16	11	0	22	1759
4:15 PM - 5:15 PM	30	714	0	0	0	0	0	1049	27	8	0	22	1850
4:30 PM - 5:30 PM	30	699	0	0	0	0	0	1034	36	12	0	21	1832
4:45 PM - 5:45 PM	31	654	0	0	0	0	0	1015	40	10	0	27	1777
5:00 PM - 6:00 PM	29	670	0	0	0	0	0	956	41	12	0	22	1730
Hourly Total by 15 minutes - Trucks													
4:00 PM - 5:00 PM	0	24	0	0	0	0	0	26	0	0	0	0	50
4:15 PM - 5:15 PM	0	21	0	0	0	0	0	21	0	0	0	0	42
4:30 PM - 5:30 PM	0	16	0	0	0	0	0	19	0	0	0	0	35
4:45 PM - 5:45 PM	1	15	0	0	0	0	0	14	0	0	0	0	30
5:00 PM - 6:00 PM	1	10	0	0	0	0	0	13	1	0	0	0	25
Peak Hour 4:15 PM - 5:15 PM	30	714	0	0	0	0	0	1049	27	8	0	22	1850
Truck Percentage		2.8%			0.0%			2.0%			0.0%		
Peak Hour Factor													89%

Intersection: Hillcrest Rd at Autumn Ridge Dr
AM Peak — Tuesday, March 17, 2020

Time	SB SBR	SB SBT	SB SBL	WB WBR	WB WBT	WB WBL	NB NBR	NB NBT	NB NBL	EB EBR	EB EBT	EB EBL	Total
15 Minute Totals - All Vehicles													
7:00 AM - 7:15 AM	2	164	0	0	0	0	0	126	1	10	0	5	308
7:15 AM - 7:30 AM	1	196	0	0	0	0	0	144	2	11	0	8	362
7:30 AM - 7:45 AM	3	182	0	0	0	0	0	169	0	11	0	4	369
7:45 AM - 8:00 AM	4	196	0	0	0	0	0	153	1	6	0	6	366
8:00 AM - 8:15 AM	5	134	0	0	0	0	0	158	1	9	0	11	318
8:15 AM - 8:30 AM	1	103	0	0	0	0	0	144	1	6	0	4	259
8:30 AM - 8:45 AM	2	116	0	0	0	0	0	131	2	5	0	7	263
8:45 AM - 9:00 AM	3	100	0	0	0	0	0	145	0	4	0	5	257
15 Minute Totals - Trucks													
7:00 AM - 7:15 AM	0	3	0	0	0	0	0	5	0	0	0	0	8
7:15 AM - 7:30 AM	0	5	0	0	0	0	0	4	0	2	0	0	11
7:30 AM - 7:45 AM	0	6	0	0	0	0	0	6	0	0	0	1	13
7:45 AM - 8:00 AM	0	3	0	0	0	0	0	2	0	0	0	0	5
8:00 AM - 8:15 AM	0	4	0	0	0	0	0	5	0	0	0	0	9
8:15 AM - 8:30 AM	1	2	0	0	0	0	0	8	0	0	0	1	12
8:30 AM - 8:45 AM	0	4	0	0	0	0	0	9	0	0	0	0	13
8:45 AM - 9:00 AM	0	4	0	0	0	0	0	8	0	0	0	0	12
Hourly Total by 15 minutes - All Vehicles													
7:00 AM - 8:00 AM	10	738	0	0	0	0	0	592	4	38	0	23	1405
7:15 AM - 8:15 AM	13	708	0	0	0	0	0	624	4	37	0	29	1415
7:30 AM - 8:30 AM	13	615	0	0	0	0	0	624	3	32	0	25	1312
7:45 AM - 8:45 AM	12	549	0	0	0	0	0	586	5	26	0	28	1206
8:00 AM - 9:00 AM	11	453	0	0	0	0	0	578	4	24	0	27	1097
Hourly Total by 15 minutes - Trucks													
7:00 AM - 8:00 AM	0	17	0	0	0	0	0	17	0	2	0	1	37
7:15 AM - 8:15 AM	0	18	0	0	0	0	0	17	0	2	0	1	38
7:30 AM - 8:30 AM	1	15	0	0	0	0	0	21	0	0	0	2	39
7:45 AM - 8:45 AM	1	13	0	0	0	0	0	24	0	0	0	1	39
8:00 AM - 9:00 AM	1	14	0	0	0	0	0	30	0	0	0	1	46
Peak Hour 7:15 AM - 8:15 AM	13	708	0	0	0	0	0	624	4	37	0	29	1415
Truck Percentage		2.5%			0.0%			2.7%			4.5%		
Peak Hour Factor													96%

Intersection: Hillcrest Rd at Autumn Ridge Dr
PM Peak — Tuesday, March 17, 2020

Time	SB SBR	SB SBT	SB SBL	WB WBR	WB WBT	WB WBL	NB NBR	NB NBT	NB NBL	EB EBR	EB EBT	EB EBL	Total
15 Minute Totals - All Vehicles													
4:00 PM - 4:15 PM	10	154	0	0	0	0	0	241	6	3	0	5	419
4:15 PM - 4:30 PM	5	167	0	0	0	0	0	238	11	4	0	7	432
4:30 PM - 4:45 PM	4	161	0	0	0	0	0	257	7	5	0	2	436
4:45 PM - 5:00 PM	5	158	0	0	0	0	0	258	8	7	0	4	440
5:00 PM - 5:15 PM	9	161	0	0	0	0	0	307	15	0	0	4	496
5:15 PM - 5:30 PM	5	154	0	0	0	0	0	262	8	7	0	5	441
5:30 PM - 5:45 PM	6	134	0	0	0	0	0	252	11	6	0	5	414
5:45 PM - 6:00 PM	1	132	0	0	0	0	0	211	11	5	0	2	362
15 Minute Totals - Trucks													
4:00 PM - 4:15 PM	0	5	0	0	0	0	0	9	0	0	0	0	14
4:15 PM - 4:30 PM	0	8	0	0	0	0	0	5	0	0	0	0	13
4:30 PM - 4:45 PM	0	2	0	0	0	0	0	6	0	0	0	0	8
4:45 PM - 5:00 PM	0	6	0	0	0	0	0	3	0	0	0	0	9
5:00 PM - 5:15 PM	0	0	0	0	0	0	0	2	0	0	0	0	2
5:15 PM - 5:30 PM	0	5	0	0	0	0	0	2	0	0	0	0	7
5:30 PM - 5:45 PM	0	2	0	0	0	0	0	1	0	0	0	0	3
5:45 PM - 6:00 PM	0	2	0	0	0	0	0	4	0	0	0	0	6
Hourly Total by 15 minutes - All Vehicles													
4:00 PM - 5:00 PM	24	640	0	0	0	0	0	994	32	19	0	18	1727
4:15 PM - 5:15 PM	23	647	0	0	0	0	0	1060	41	16	0	17	1804
4:30 PM - 5:30 PM	23	634	0	0	0	0	0	1084	38	19	0	15	1813
4:45 PM - 5:45 PM	25	607	0	0	0	0	0	1079	42	20	0	18	1791
5:00 PM - 6:00 PM	21	581	0	0	0	0	0	1032	45	18	0	16	1713
Hourly Total by 15 minutes - Trucks													
4:00 PM - 5:00 PM	0	21	0	0	0	0	0	23	0	0	0	0	44
4:15 PM - 5:15 PM	0	16	0	0	0	0	0	16	0	0	0	0	32
4:30 PM - 5:30 PM	0	13	0	0	0	0	0	13	0	0	0	0	26
4:45 PM - 5:45 PM	0	13	0	0	0	0	0	8	0	0	0	0	21
5:00 PM - 6:00 PM	0	9	0	0	0	0	0	9	0	0	0	0	18
Peak Hour 4:30 PM - 5:30 PM	23	634	0	0	0	0	0	1084	38	19	0	15	1813
Truck Percentage		2.0%			0.0%			1.2%			0.0%		
Peak Hour Factor													91%

APPENDIX B

2020 EXISTING YEAR INTERSECTION LEVEL OF SERVICE WORKSHEETS

Intersection	
Int Delay, s/veh	0.1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	1117	2	4	516	2	7
Future Vol, veh/h	1117	2	4	516	2	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	315	-	0	-
Veh in Median Storage, #	0	-	-	0	1	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	98	98	98	98	98	98
Heavy Vehicles, %	3	3	7	7	0	0
Mvmt Flow	1140	2	4	527	2	7

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	1142	0	1412	571
Stage 1	-	-	-	-	1141	-
Stage 2	-	-	-	-	271	-
Critical Hdwy	-	-	4.24	-	6.8	6.9
Critical Hdwy Stg 1	-	-	-	-	5.8	-
Critical Hdwy Stg 2	-	-	-	-	5.8	-
Follow-up Hdwy	-	-	2.27	-	3.5	3.3
Pot Cap-1 Maneuver	-	-	580	-	131	469
Stage 1	-	-	-	-	271	-
Stage 2	-	-	-	-	756	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	580	-	130	469
Mov Cap-2 Maneuver	-	-	-	-	224	-
Stage 1	-	-	-	-	271	-
Stage 2	-	-	-	-	751	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	14.8
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	377	-	-	580	-
HCM Lane V/C Ratio	0.024	-	-	0.007	-
HCM Control Delay (s)	14.8	-	-	11.3	-
HCM Lane LOS	B	-	-	B	-
HCM 95th %tile Q(veh)	0.1	-	-	0	-

Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	1186	11	10	494	0	15	0	19	0	0	0
Future Vol, veh/h	0	1186	11	10	494	0	15	0	19	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	200	-	-	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	2	-	-	2	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	3	3	3	6	6	6	3	3	3	0	0	0
Mvmt Flow	0	1289	12	11	537	0	16	0	21	0	0	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	537	0	0	1301	0	0	1585	1854	651	1204	1860	268
Stage 1	-	-	-	-	-	-	1295	1295	-	559	559	-
Stage 2	-	-	-	-	-	-	290	559	-	645	1301	-
Critical Hdwy	4.16	-	-	4.22	-	-	7.56	6.56	6.96	7.5	6.5	6.9
Critical Hdwy Stg 1	-	-	-	-	-	-	6.56	5.56	-	6.5	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.56	5.56	-	6.5	5.5	-
Follow-up Hdwy	2.23	-	-	2.26	-	-	3.53	4.03	3.33	3.5	4	3.3
Pot Cap-1 Maneuver	1020	-	-	507	-	-	72	72	409	142	74	736
Stage 1	-	-	-	-	-	-	170	229	-	486	514	-
Stage 2	-	-	-	-	-	-	691	507	-	432	233	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1020	-	-	507	-	-	71	70	409	133	72	736
Mov Cap-2 Maneuver	-	-	-	-	-	-	159	203	-	317	199	-
Stage 1	-	-	-	-	-	-	170	229	-	486	503	-
Stage 2	-	-	-	-	-	-	676	496	-	410	233	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	0.2	22.6	0
HCM LOS			C	A

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	241	1020	-	-	507	-	-	-	-
HCM Lane V/C Ratio	0.153	-	-	-	0.021	-	-	-	-
HCM Control Delay (s)	22.6	0	-	-	12.3	-	-	0	0
HCM Lane LOS	C	A	-	-	B	-	-	A	A
HCM 95th %tile Q(veh)	0.5	0	-	-	0.1	-	-	-	-

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	45	33	6	644	698	7
Future Vol, veh/h	45	33	6	644	698	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	250	-	-	-
Veh in Median Storage, #	2	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	1	1	2	2	3	3
Mvmt Flow	48	35	6	685	743	7

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1101	375	750	0	-	0
Stage 1	746	-	-	-	-	-
Stage 2	355	-	-	-	-	-
Critical Hdwy	6.82	6.92	4.14	-	-	-
Critical Hdwy Stg 1	5.82	-	-	-	-	-
Critical Hdwy Stg 2	5.82	-	-	-	-	-
Follow-up Hdwy	3.51	3.31	2.22	-	-	-
Pot Cap-1 Maneuver	208	625	855	-	-	-
Stage 1	432	-	-	-	-	-
Stage 2	684	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	207	625	855	-	-	-
Mov Cap-2 Maneuver	382	-	-	-	-	-
Stage 1	432	-	-	-	-	-
Stage 2	679	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	14.6	0.1	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	855	-	457	-	-
HCM Lane V/C Ratio	0.007	-	0.182	-	-
HCM Control Delay (s)	9.2	-	14.6	-	-
HCM Lane LOS	A	-	B	-	-
HCM 95th %tile Q(veh)	0	-	0.7	-	-

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	29	37	4	624	708	13
Future Vol, veh/h	29	37	4	624	708	13
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	175	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	5	5	3	3	2	2
Mvmt Flow	30	39	4	650	738	14

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1077	376	751	0	-	0
Stage 1	744	-	-	-	-	-
Stage 2	333	-	-	-	-	-
Critical Hdwy	6.9	7	4.16	-	-	-
Critical Hdwy Stg 1	5.9	-	-	-	-	-
Critical Hdwy Stg 2	5.9	-	-	-	-	-
Follow-up Hdwy	3.55	3.35	2.23	-	-	-
Pot Cap-1 Maneuver	209	613	848	-	-	-
Stage 1	423	-	-	-	-	-
Stage 2	689	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	208	613	848	-	-	-
Mov Cap-2 Maneuver	325	-	-	-	-	-
Stage 1	423	-	-	-	-	-
Stage 2	686	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	14.7	0.1	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	848	-	441	-	-
HCM Lane V/C Ratio	0.005	-	0.156	-	-
HCM Control Delay (s)	9.3	-	14.7	-	-
HCM Lane LOS	A	-	B	-	-
HCM 95th %tile Q(veh)	0	-	0.5	-	-

Intersection	
Int Delay, s/veh	0.1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	793	3	12	1404	1	6
Future Vol, veh/h	793	3	12	1404	1	6
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	315	-	0	-
Veh in Median Storage, #	0	-	-	0	1	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	1	1	0	0
Mvmt Flow	835	3	13	1478	1	6

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	838	0	1600	419
Stage 1	-	-	-	-	836	-
Stage 2	-	-	-	-	764	-
Critical Hdwy	-	-	4.12	-	6.8	6.9
Critical Hdwy Stg 1	-	-	-	-	5.8	-
Critical Hdwy Stg 2	-	-	-	-	5.8	-
Follow-up Hdwy	-	-	2.21	-	3.5	3.3
Pot Cap-1 Maneuver	-	-	799	-	99	589
Stage 1	-	-	-	-	391	-
Stage 2	-	-	-	-	426	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	799	-	97	589
Mov Cap-2 Maneuver	-	-	-	-	229	-
Stage 1	-	-	-	-	391	-
Stage 2	-	-	-	-	419	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	12.6
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	481	-	-	799	-
HCM Lane V/C Ratio	0.015	-	-	0.016	-
HCM Control Delay (s)	12.6	-	-	9.6	-
HCM Lane LOS	B	-	-	A	-
HCM 95th %tile Q(veh)	0	-	-	0	-

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	7	768	24	33	1458	22	17	0	20	15	0	10
Future Vol, veh/h	7	768	24	33	1458	22	17	0	20	15	0	10
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	200	-	-	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	2	-	-	2	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	1	1	1	0	0	0	0	0	0
Mvmt Flow	8	835	26	36	1585	24	18	0	22	16	0	11

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1609	0	0	861	0	0	1727	2543	430	2101	2544	804
Stage 1	-	-	-	-	-	-	863	863	-	1668	1668	-
Stage 2	-	-	-	-	-	-	864	1680	-	433	876	-
Critical Hdwy	4.14	-	-	4.12	-	-	7.5	6.5	6.9	7.5	6.5	6.9
Critical Hdwy Stg 1	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Follow-up Hdwy	2.22	-	-	2.21	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	402	-	-	783	-	-	58	27	579	30	27	330
Stage 1	-	-	-	-	-	-	320	374	-	102	155	-
Stage 2	-	-	-	-	-	-	319	153	-	577	369	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	402	-	-	783	-	-	53	25	579	27	25	330
Mov Cap-2 Maneuver	-	-	-	-	-	-	206	123	-	94	128	-
Stage 1	-	-	-	-	-	-	314	367	-	100	148	-
Stage 2	-	-	-	-	-	-	294	146	-	544	362	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.1	0.2	18	37.2
HCM LOS			C	E

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	316	402	-	-	783	-	-	94	330
HCM Lane V/C Ratio	0.127	0.019	-	-	0.046	-	-	0.173	0.033
HCM Control Delay (s)	18	14.1	-	-	9.8	-	-	51.2	16.3
HCM Lane LOS	C	B	-	-	A	-	-	F	C
HCM 95th %tile Q(veh)	0.4	0.1	-	-	0.1	-	-	0.6	0.1

Intersection	
Int Delay, s/veh	0.4

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	22	8	27	1049	714	30
Future Vol, veh/h	22	8	27	1049	714	30
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	250	-	-	-
Veh in Median Storage, #	2	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	89	89	89	89	89	89
Heavy Vehicles, %	0	0	2	2	3	3
Mvmt Flow	25	9	30	1179	802	34

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1469	418	836	0	-	0
Stage 1	819	-	-	-	-	-
Stage 2	650	-	-	-	-	-
Critical Hdwy	6.8	6.9	4.14	-	-	-
Critical Hdwy Stg 1	5.8	-	-	-	-	-
Critical Hdwy Stg 2	5.8	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.22	-	-	-
Pot Cap-1 Maneuver	121	589	794	-	-	-
Stage 1	399	-	-	-	-	-
Stage 2	487	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	116	589	794	-	-	-
Mov Cap-2 Maneuver	308	-	-	-	-	-
Stage 1	399	-	-	-	-	-
Stage 2	469	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	16.3	0.2	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	794	-	353	-	-
HCM Lane V/C Ratio	0.038	-	0.095	-	-
HCM Control Delay (s)	9.7	-	16.3	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0.1	-	0.3	-	-

Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	15	19	38	1084	634	23
Future Vol, veh/h	15	19	38	1084	634	23
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	175	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	0	0	1	1	2	2
Mvmt Flow	16	21	42	1191	697	25

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1388	361	722	0	-	0
Stage 1	709	-	-	-	-	-
Stage 2	679	-	-	-	-	-
Critical Hdwy	6.8	6.9	4.12	-	-	-
Critical Hdwy Stg 1	5.8	-	-	-	-	-
Critical Hdwy Stg 2	5.8	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.21	-	-	-
Pot Cap-1 Maneuver	136	641	883	-	-	-
Stage 1	454	-	-	-	-	-
Stage 2	471	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	130	641	883	-	-	-
Mov Cap-2 Maneuver	265	-	-	-	-	-
Stage 1	454	-	-	-	-	-
Stage 2	449	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	15.1	0.3	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	883	-	394	-	-
HCM Lane V/C Ratio	0.047	-	0.095	-	-
HCM Control Delay (s)	9.3	-	15.1	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0.1	-	0.3	-	-

APPENDIX C

YEARS 2022, 2023 AND 2025 WITHOUT PROJECT INTERSECTION LEVEL OF SERVICE WORKSHEETS

Intersection	
Int Delay, s/veh	0.1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	1140	3	5	527	3	8
Future Vol, veh/h	1140	3	5	527	3	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	315	-	0	-
Veh in Median Storage, #	0	-	-	0	1	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	98	98	98	98	98	98
Heavy Vehicles, %	3	3	7	7	0	0
Mvmt Flow	1163	3	5	538	3	8

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	1166	0	1444	583
Stage 1	-	-	-	-	1165	-
Stage 2	-	-	-	-	279	-
Critical Hdwy	-	-	4.24	-	6.8	6.9
Critical Hdwy Stg 1	-	-	-	-	5.8	-
Critical Hdwy Stg 2	-	-	-	-	5.8	-
Follow-up Hdwy	-	-	2.27	-	3.5	3.3
Pot Cap-1 Maneuver	-	-	567	-	125	461
Stage 1	-	-	-	-	263	-
Stage 2	-	-	-	-	749	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	567	-	124	461
Mov Cap-2 Maneuver	-	-	-	-	217	-
Stage 1	-	-	-	-	263	-
Stage 2	-	-	-	-	742	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	15.5
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	353	-	-	567	-
HCM Lane V/C Ratio	0.032	-	-	0.009	-
HCM Control Delay (s)	15.5	-	-	11.4	-
HCM Lane LOS	C	-	-	B	-
HCM 95th %tile Q(veh)	0.1	-	-	0	-

Intersection	
Int Delay, s/veh	0.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	1210	12	11	504	0	16	0	20	0	0	0
Future Vol, veh/h	0	1210	12	11	504	0	16	0	20	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	200	-	-	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	2	-	-	2	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	3	3	3	6	6	6	3	3	3	0	0	0
Mvmt Flow	0	1315	13	12	548	0	17	0	22	0	0	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	548	0	0	1328	0	0	1620	1894	664	1230	1900	274
Stage 1	-	-	-	-	-	-	1322	1322	-	572	572	-
Stage 2	-	-	-	-	-	-	298	572	-	658	1328	-
Critical Hdwy	4.16	-	-	4.22	-	-	7.56	6.56	6.96	7.5	6.5	6.9
Critical Hdwy Stg 1	-	-	-	-	-	-	6.56	5.56	-	6.5	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.56	5.56	-	6.5	5.5	-
Follow-up Hdwy	2.23	-	-	2.26	-	-	3.53	4.03	3.33	3.5	4	3.3
Pot Cap-1 Maneuver	1011	-	-	495	-	-	68	68	401	136	70	730
Stage 1	-	-	-	-	-	-	164	222	-	477	508	-
Stage 2	-	-	-	-	-	-	683	500	-	424	226	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1011	-	-	495	-	-	67	66	401	126	68	730
Mov Cap-2 Maneuver	-	-	-	-	-	-	154	197	-	309	192	-
Stage 1	-	-	-	-	-	-	164	222	-	477	496	-
Stage 2	-	-	-	-	-	-	666	488	-	401	226	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	0.3	23.4	0
HCM LOS			C	A

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	234	1011	-	-	495	-	-	-	-
HCM Lane V/C Ratio	0.167	-	-	-	0.024	-	-	-	-
HCM Control Delay (s)	23.4	0	-	-	12.5	-	-	0	0
HCM Lane LOS	C	A	-	-	B	-	-	A	A
HCM 95th %tile Q(veh)	0.6	0	-	-	0.1	-	-	-	-

Intersection	
Int Delay, s/veh	0.9

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	47	33	7	657	713	8
Future Vol, veh/h	47	33	7	657	713	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	250	-	-	-
Veh in Median Storage, #	2	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	1	1	2	2	3	3
Mvmt Flow	50	35	7	699	759	9

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1127	384	767	0	-	0
Stage 1	763	-	-	-	-	-
Stage 2	364	-	-	-	-	-
Critical Hdwy	6.82	6.92	4.14	-	-	-
Critical Hdwy Stg 1	5.82	-	-	-	-	-
Critical Hdwy Stg 2	5.82	-	-	-	-	-
Follow-up Hdwy	3.51	3.31	2.22	-	-	-
Pot Cap-1 Maneuver	200	617	842	-	-	-
Stage 1	424	-	-	-	-	-
Stage 2	676	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	198	617	842	-	-	-
Mov Cap-2 Maneuver	374	-	-	-	-	-
Stage 1	424	-	-	-	-	-
Stage 2	670	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	14.9	0.1	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	842	-	447	-	-
HCM Lane V/C Ratio	0.009	-	0.19	-	-
HCM Control Delay (s)	9.3	-	14.9	-	-
HCM Lane LOS	A	-	B	-	-
HCM 95th %tile Q(veh)	0	-	0.7	-	-

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	30	38	5	637	723	14
Future Vol, veh/h	30	38	5	637	723	14
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	175	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	5	5	3	3	2	2
Mvmt Flow	31	40	5	664	753	15

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1102	384	768	0	-	0
Stage 1	760	-	-	-	-	-
Stage 2	342	-	-	-	-	-
Critical Hdwy	6.9	7	4.16	-	-	-
Critical Hdwy Stg 1	5.9	-	-	-	-	-
Critical Hdwy Stg 2	5.9	-	-	-	-	-
Follow-up Hdwy	3.55	3.35	2.23	-	-	-
Pot Cap-1 Maneuver	201	606	835	-	-	-
Stage 1	415	-	-	-	-	-
Stage 2	682	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	200	606	835	-	-	-
Mov Cap-2 Maneuver	318	-	-	-	-	-
Stage 1	415	-	-	-	-	-
Stage 2	678	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	14.9	0.1	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	835	-	433	-	-
HCM Lane V/C Ratio	0.006	-	0.164	-	-
HCM Control Delay (s)	9.3	-	14.9	-	-
HCM Lane LOS	A	-	B	-	-
HCM 95th %tile Q(veh)	0	-	0.6	-	-

Intersection	
Int Delay, s/veh	0.1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	809	4	13	1433	2	7
Future Vol, veh/h	809	4	13	1433	2	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	315	-	0	-
Veh in Median Storage, #	0	-	-	0	1	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	1	1	0	0
Mvmt Flow	852	4	14	1508	2	7

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	856	0	1636	428
Stage 1	-	-	-	-	854	-
Stage 2	-	-	-	-	782	-
Critical Hdwy	-	-	4.12	-	6.8	6.9
Critical Hdwy Stg 1	-	-	-	-	5.8	-
Critical Hdwy Stg 2	-	-	-	-	5.8	-
Follow-up Hdwy	-	-	2.21	-	3.5	3.3
Pot Cap-1 Maneuver	-	-	786	-	93	581
Stage 1	-	-	-	-	382	-
Stage 2	-	-	-	-	417	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	786	-	91	581
Mov Cap-2 Maneuver	-	-	-	-	222	-
Stage 1	-	-	-	-	382	-
Stage 2	-	-	-	-	410	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	13.6
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	427	-	-	786	-
HCM Lane V/C Ratio	0.022	-	-	0.017	-
HCM Control Delay (s)	13.6	-	-	9.7	-
HCM Lane LOS	B	-	-	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0.1	-

Intersection	
Int Delay, s/veh	0.9

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	8	784	25	34	1488	23	18	0	21	16	0	11
Future Vol, veh/h	8	784	25	34	1488	23	18	0	21	16	0	11
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	200	-	-	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	2	-	-	2	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	1	1	1	0	0	0	0	0	0
Mvmt Flow	9	852	27	37	1617	25	20	0	23	17	0	12

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1642	0	0	879	0	0	1766	2599	440	2147	2601	821
Stage 1	-	-	-	-	-	-	883	883	-	1704	1704	-
Stage 2	-	-	-	-	-	-	883	1716	-	443	897	-
Critical Hdwy	4.14	-	-	4.12	-	-	7.5	6.5	6.9	7.5	6.5	6.9
Critical Hdwy Stg 1	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Follow-up Hdwy	2.22	-	-	2.21	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	390	-	-	771	-	-	54	25	570	28	25	322
Stage 1	-	-	-	-	-	-	311	367	-	97	149	-
Stage 2	-	-	-	-	-	-	311	146	-	569	361	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	390	-	-	771	-	-	49	23	570	25	23	322
Mov Cap-2 Maneuver	-	-	-	-	-	-	198	116	-	89	123	-
Stage 1	-	-	-	-	-	-	304	359	-	95	142	-
Stage 2	-	-	-	-	-	-	285	139	-	534	353	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.1	0.2	18.7	39.4
HCM LOS			C	E

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	305	390	-	-	771	-	-	89	322
HCM Lane V/C Ratio	0.139	0.022	-	-	0.048	-	-	0.195	0.037
HCM Control Delay (s)	18.7	14.4	-	-	9.9	-	-	55	16.6
HCM Lane LOS	C	B	-	-	A	-	-	F	C
HCM 95th %tile Q(veh)	0.5	0.1	-	-	0.2	-	-	0.7	0.1

Intersection	
Int Delay, s/veh	0.4

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	23	8	27	1071	729	30
Future Vol, veh/h	23	8	27	1071	729	30
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	250	-	-	-
Veh in Median Storage, #	2	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	89	89	89	89	89	89
Heavy Vehicles, %	0	0	2	2	3	3
Mvmt Flow	26	9	30	1203	819	34

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1498	426	853	0	-	0
Stage 1	836	-	-	-	-	-
Stage 2	662	-	-	-	-	-
Critical Hdwy	6.8	6.9	4.14	-	-	-
Critical Hdwy Stg 1	5.8	-	-	-	-	-
Critical Hdwy Stg 2	5.8	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.22	-	-	-
Pot Cap-1 Maneuver	115	582	782	-	-	-
Stage 1	391	-	-	-	-	-
Stage 2	480	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	111	582	782	-	-	-
Mov Cap-2 Maneuver	302	-	-	-	-	-
Stage 1	391	-	-	-	-	-
Stage 2	462	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	16.6	0.2	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	782	-	345	-	-
HCM Lane V/C Ratio	0.039	-	0.101	-	-
HCM Control Delay (s)	9.8	-	16.6	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0.1	-	0.3	-	-

Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	16	20	39	1106	647	24
Future Vol, veh/h	16	20	39	1106	647	24
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	175	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	0	0	1	1	2	2
Mvmt Flow	18	22	43	1215	711	26

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1417	369	737	0	-	0
Stage 1	724	-	-	-	-	-
Stage 2	693	-	-	-	-	-
Critical Hdwy	6.8	6.9	4.12	-	-	-
Critical Hdwy Stg 1	5.8	-	-	-	-	-
Critical Hdwy Stg 2	5.8	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.21	-	-	-
Pot Cap-1 Maneuver	130	634	871	-	-	-
Stage 1	446	-	-	-	-	-
Stage 2	463	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	124	634	871	-	-	-
Mov Cap-2 Maneuver	259	-	-	-	-	-
Stage 1	446	-	-	-	-	-
Stage 2	440	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	15.4	0.3	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	871	-	386	-	-
HCM Lane V/C Ratio	0.049	-	0.102	-	-
HCM Control Delay (s)	9.3	-	15.4	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0.2	-	0.3	-	-

Intersection	
Int Delay, s/veh	0.1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	1151	3	5	532	3	8
Future Vol, veh/h	1151	3	5	532	3	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	315	-	0	-
Veh in Median Storage, #	0	-	-	0	1	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	98	98	98	98	98	98
Heavy Vehicles, %	3	3	7	7	0	0
Mvmt Flow	1174	3	5	543	3	8

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	1178	0	1458	589
Stage 1	-	-	-	-	1176	-
Stage 2	-	-	-	-	282	-
Critical Hdwy	-	-	4.24	-	6.8	6.9
Critical Hdwy Stg 1	-	-	-	-	5.8	-
Critical Hdwy Stg 2	-	-	-	-	5.8	-
Follow-up Hdwy	-	-	2.27	-	3.5	3.3
Pot Cap-1 Maneuver	-	-	561	-	123	457
Stage 1	-	-	-	-	260	-
Stage 2	-	-	-	-	747	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	561	-	122	457
Mov Cap-2 Maneuver	-	-	-	-	214	-
Stage 1	-	-	-	-	260	-
Stage 2	-	-	-	-	740	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	15.7
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	349	-	-	561	-
HCM Lane V/C Ratio	0.032	-	-	0.009	-
HCM Control Delay (s)	15.7	-	-	11.5	-
HCM Lane LOS	C	-	-	B	-
HCM 95th %tile Q(veh)	0.1	-	-	0	-

Intersection	
Int Delay, s/veh	0.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	1222	12	11	509	0	16	0	20	0	0	0
Future Vol, veh/h	0	1222	12	11	509	0	16	0	20	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	200	-	-	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	2	-	-	2	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	3	3	3	6	6	6	3	3	3	0	0	0
Mvmt Flow	0	1328	13	12	553	0	17	0	22	0	0	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	553	0	0	1341	0	0	1636	1912	671	1241	1918	277
Stage 1	-	-	-	-	-	-	1335	1335	-	577	577	-
Stage 2	-	-	-	-	-	-	301	577	-	664	1341	-
Critical Hdwy	4.16	-	-	4.22	-	-	7.56	6.56	6.96	7.5	6.5	6.9
Critical Hdwy Stg 1	-	-	-	-	-	-	6.56	5.56	-	6.5	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.56	5.56	-	6.5	5.5	-
Follow-up Hdwy	2.23	-	-	2.26	-	-	3.53	4.03	3.33	3.5	4	3.3
Pot Cap-1 Maneuver	1006	-	-	489	-	-	66	66	397	133	68	726
Stage 1	-	-	-	-	-	-	161	219	-	474	505	-
Stage 2	-	-	-	-	-	-	681	497	-	421	223	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1006	-	-	489	-	-	65	64	397	123	66	726
Mov Cap-2 Maneuver	-	-	-	-	-	-	151	195	-	306	189	-
Stage 1	-	-	-	-	-	-	161	219	-	474	493	-
Stage 2	-	-	-	-	-	-	664	485	-	398	223	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	0.3	23.8	0
HCM LOS			C	A

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	230	1006	-	-	489	-	-	-	-
HCM Lane V/C Ratio	0.17	-	-	-	0.024	-	-	-	-
HCM Control Delay (s)	23.8	0	-	-	12.5	-	-	0	0
HCM Lane LOS	C	A	-	-	B	-	-	A	A
HCM 95th %tile Q(veh)	0.6	0	-	-	0.1	-	-	-	-

Intersection	
Int Delay, s/veh	0.9

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	47	33	7	664	720	8
Future Vol, veh/h	47	33	7	664	720	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	250	-	-	-
Veh in Median Storage, #	2	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	1	1	2	2	3	3
Mvmt Flow	50	35	7	706	766	9

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1138	387	774	0	-	0
Stage 1	770	-	-	-	-	-
Stage 2	368	-	-	-	-	-
Critical Hdwy	6.82	6.92	4.14	-	-	-
Critical Hdwy Stg 1	5.82	-	-	-	-	-
Critical Hdwy Stg 2	5.82	-	-	-	-	-
Follow-up Hdwy	3.51	3.31	2.22	-	-	-
Pot Cap-1 Maneuver	197	614	837	-	-	-
Stage 1	420	-	-	-	-	-
Stage 2	673	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	195	614	837	-	-	-
Mov Cap-2 Maneuver	370	-	-	-	-	-
Stage 1	420	-	-	-	-	-
Stage 2	667	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	15	0.1	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	837	-	443	-	-
HCM Lane V/C Ratio	0.009	-	0.192	-	-
HCM Control Delay (s)	9.3	-	15	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0	-	0.7	-	-

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	30	39	5	643	730	14
Future Vol, veh/h	30	39	5	643	730	14
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	175	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	5	5	3	3	2	2
Mvmt Flow	31	41	5	670	760	15

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1113	388	775	0	-	0
Stage 1	768	-	-	-	-	-
Stage 2	345	-	-	-	-	-
Critical Hdwy	6.9	7	4.16	-	-	-
Critical Hdwy Stg 1	5.9	-	-	-	-	-
Critical Hdwy Stg 2	5.9	-	-	-	-	-
Follow-up Hdwy	3.55	3.35	2.23	-	-	-
Pot Cap-1 Maneuver	198	602	830	-	-	-
Stage 1	411	-	-	-	-	-
Stage 2	680	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	197	602	830	-	-	-
Mov Cap-2 Maneuver	315	-	-	-	-	-
Stage 1	411	-	-	-	-	-
Stage 2	676	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	15	0.1	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	830	-	431	-	-
HCM Lane V/C Ratio	0.006	-	0.167	-	-
HCM Control Delay (s)	9.4	-	15	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0	-	0.6	-	-

Intersection	
Int Delay, s/veh	0.1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	818	4	13	1447	2	7
Future Vol, veh/h	818	4	13	1447	2	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	315	-	0	-
Veh in Median Storage, #	0	-	-	0	1	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	1	1	0	0
Mvmt Flow	861	4	14	1523	2	7

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	865	0	1652	433
Stage 1	-	-	-	-	863	-
Stage 2	-	-	-	-	789	-
Critical Hdwy	-	-	4.12	-	6.8	6.9
Critical Hdwy Stg 1	-	-	-	-	5.8	-
Critical Hdwy Stg 2	-	-	-	-	5.8	-
Follow-up Hdwy	-	-	2.21	-	3.5	3.3
Pot Cap-1 Maneuver	-	-	780	-	91	576
Stage 1	-	-	-	-	378	-
Stage 2	-	-	-	-	413	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	780	-	89	576
Mov Cap-2 Maneuver	-	-	-	-	219	-
Stage 1	-	-	-	-	378	-
Stage 2	-	-	-	-	406	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	13.7
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	423	-	-	780	-
HCM Lane V/C Ratio	0.022	-	-	0.018	-
HCM Control Delay (s)	13.7	-	-	9.7	-
HCM Lane LOS	B	-	-	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0.1	-

Intersection	
Int Delay, s/veh	0.9

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	8	792	25	34	1503	23	18	0	21	16	0	11
Future Vol, veh/h	8	792	25	34	1503	23	18	0	21	16	0	11
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	200	-	-	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	2	-	-	2	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	1	1	1	0	0	0	0	0	0
Mvmt Flow	9	861	27	37	1634	25	20	0	23	17	0	12

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1659	0	0	888	0	0	1783	2625	444	2168	2625	829
Stage 1	-	-	-	-	-	-	892	892	-	1720	1720	-
Stage 2	-	-	-	-	-	-	891	1733	-	448	905	-
Critical Hdwy	4.14	-	-	4.12	-	-	7.5	6.5	6.9	7.5	6.5	6.9
Critical Hdwy Stg 1	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Follow-up Hdwy	2.22	-	-	2.21	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	384	-	-	765	-	-	53	24	567	27	24	318
Stage 1	-	-	-	-	-	-	307	363	-	95	146	-
Stage 2	-	-	-	-	-	-	308	144	-	565	358	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	384	-	-	765	-	-	48	22	567	25	22	318
Mov Cap-2 Maneuver	-	-	-	-	-	-	196	114	-	87	120	-
Stage 1	-	-	-	-	-	-	300	354	-	93	139	-
Stage 2	-	-	-	-	-	-	282	137	-	530	350	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.1	0.2	18.8	40.3
HCM LOS			C	E

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	303	384	-	-	765	-	-	87	318
HCM Lane V/C Ratio	0.14	0.023	-	-	0.048	-	-	0.2	0.038
HCM Control Delay (s)	18.8	14.6	-	-	9.9	-	-	56.4	16.8
HCM Lane LOS	C	B	-	-	A	-	-	F	C
HCM 95th %tile Q(veh)	0.5	0.1	-	-	0.2	-	-	0.7	0.1

Intersection	
Int Delay, s/veh	0.4

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	23	8	27	1081	736	30
Future Vol, veh/h	23	8	27	1081	736	30
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	250	-	-	-
Veh in Median Storage, #	2	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	89	89	89	89	89	89
Heavy Vehicles, %	0	0	2	2	3	3
Mvmt Flow	26	9	30	1215	827	34

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1512	430	861	0	-	0
Stage 1	844	-	-	-	-	-
Stage 2	668	-	-	-	-	-
Critical Hdwy	6.8	6.9	4.14	-	-	-
Critical Hdwy Stg 1	5.8	-	-	-	-	-
Critical Hdwy Stg 2	5.8	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.22	-	-	-
Pot Cap-1 Maneuver	113	579	776	-	-	-
Stage 1	387	-	-	-	-	-
Stage 2	477	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	109	579	776	-	-	-
Mov Cap-2 Maneuver	299	-	-	-	-	-
Stage 1	387	-	-	-	-	-
Stage 2	459	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	16.7	0.2	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	776	-	342	-	-
HCM Lane V/C Ratio	0.039	-	0.102	-	-
HCM Control Delay (s)	9.8	-	16.7	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0.1	-	0.3	-	-

Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	16	20	40	1117	654	24
Future Vol, veh/h	16	20	40	1117	654	24
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	175	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	0	0	1	1	2	2
Mvmt Flow	18	22	44	1227	719	26

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1434	373	745	0	-	0
Stage 1	732	-	-	-	-	-
Stage 2	702	-	-	-	-	-
Critical Hdwy	6.8	6.9	4.12	-	-	-
Critical Hdwy Stg 1	5.8	-	-	-	-	-
Critical Hdwy Stg 2	5.8	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.21	-	-	-
Pot Cap-1 Maneuver	127	630	865	-	-	-
Stage 1	442	-	-	-	-	-
Stage 2	458	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	121	630	865	-	-	-
Mov Cap-2 Maneuver	255	-	-	-	-	-
Stage 1	442	-	-	-	-	-
Stage 2	435	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	15.5	0.3	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	865	-	381	-	-
HCM Lane V/C Ratio	0.051	-	0.104	-	-
HCM Control Delay (s)	9.4	-	15.5	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0.2	-	0.3	-	-

Intersection	
Int Delay, s/veh	0.1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	1174	3	5	543	3	8
Future Vol, veh/h	1174	3	5	543	3	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	315	-	0	-
Veh in Median Storage, #	0	-	-	0	1	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	98	98	98	98	98	98
Heavy Vehicles, %	3	3	7	7	0	0
Mvmt Flow	1198	3	5	554	3	8

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	1201	0	1486	601
Stage 1	-	-	-	-	1199	-
Stage 2	-	-	-	-	287	-
Critical Hdwy	-	-	4.24	-	6.8	6.9
Critical Hdwy Stg 1	-	-	-	-	5.8	-
Critical Hdwy Stg 2	-	-	-	-	5.8	-
Follow-up Hdwy	-	-	2.27	-	3.5	3.3
Pot Cap-1 Maneuver	-	-	550	-	117	448
Stage 1	-	-	-	-	252	-
Stage 2	-	-	-	-	742	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	550	-	116	448
Mov Cap-2 Maneuver	-	-	-	-	208	-
Stage 1	-	-	-	-	252	-
Stage 2	-	-	-	-	735	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	15.9
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	341	-	-	550	-
HCM Lane V/C Ratio	0.033	-	-	0.009	-
HCM Control Delay (s)	15.9	-	-	11.6	-
HCM Lane LOS	C	-	-	B	-
HCM 95th %tile Q(veh)	0.1	-	-	0	-

Intersection	
Int Delay, s/veh	0.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	1247	12	11	520	0	16	0	20	0	0	0
Future Vol, veh/h	0	1247	12	11	520	0	16	0	20	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	200	-	-	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	2	-	-	2	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	3	3	3	6	6	6	3	3	3	0	0	0
Mvmt Flow	0	1355	13	12	565	0	17	0	22	0	0	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	565	0	0	1368	0	0	1669	1951	684	1267	1957	283
Stage 1	-	-	-	-	-	-	1362	1362	-	589	589	-
Stage 2	-	-	-	-	-	-	307	589	-	678	1368	-
Critical Hdwy	4.16	-	-	4.22	-	-	7.56	6.56	6.96	7.5	6.5	6.9
Critical Hdwy Stg 1	-	-	-	-	-	-	6.56	5.56	-	6.5	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.56	5.56	-	6.5	5.5	-
Follow-up Hdwy	2.23	-	-	2.26	-	-	3.53	4.03	3.33	3.5	4	3.3
Pot Cap-1 Maneuver	996	-	-	478	-	-	62	63	389	128	64	720
Stage 1	-	-	-	-	-	-	154	212	-	466	499	-
Stage 2	-	-	-	-	-	-	675	491	-	413	217	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	996	-	-	478	-	-	61	61	389	119	62	720
Mov Cap-2 Maneuver	-	-	-	-	-	-	144	189	-	299	184	-
Stage 1	-	-	-	-	-	-	154	212	-	466	486	-
Stage 2	-	-	-	-	-	-	658	479	-	390	217	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	0.3	24.7	0
HCM LOS			C	A

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	222	996	-	-	478	-	-	-	-
HCM Lane V/C Ratio	0.176	-	-	-	0.025	-	-	-	-
HCM Control Delay (s)	24.7	0	-	-	12.7	-	-	0	0
HCM Lane LOS	C	A	-	-	B	-	-	A	A
HCM 95th %tile Q(veh)	0.6	0	-	-	0.1	-	-	-	-

Intersection	
Int Delay, s/veh	0.9

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	47	33	7	677	734	8
Future Vol, veh/h	47	33	7	677	734	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	250	-	-	-
Veh in Median Storage, #	2	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	1	1	2	2	3	3
Mvmt Flow	50	35	7	720	781	9

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1160	395	789	0	-	0
Stage 1	785	-	-	-	-	-
Stage 2	375	-	-	-	-	-
Critical Hdwy	6.82	6.92	4.14	-	-	-
Critical Hdwy Stg 1	5.82	-	-	-	-	-
Critical Hdwy Stg 2	5.82	-	-	-	-	-
Follow-up Hdwy	3.51	3.31	2.22	-	-	-
Pot Cap-1 Maneuver	190	607	827	-	-	-
Stage 1	413	-	-	-	-	-
Stage 2	668	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	188	607	827	-	-	-
Mov Cap-2 Maneuver	364	-	-	-	-	-
Stage 1	413	-	-	-	-	-
Stage 2	662	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	15.2	0.1	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	827	-	436	-	-
HCM Lane V/C Ratio	0.009	-	0.195	-	-
HCM Control Delay (s)	9.4	-	15.2	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0	-	0.7	-	-

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	31	39	5	656	745	14
Future Vol, veh/h	31	39	5	656	745	14
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	175	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	5	5	3	3	2	2
Mvmt Flow	32	41	5	683	776	15

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1135	395	791	0	-	0
Stage 1	783	-	-	-	-	-
Stage 2	352	-	-	-	-	-
Critical Hdwy	6.9	7	4.16	-	-	-
Critical Hdwy Stg 1	5.9	-	-	-	-	-
Critical Hdwy Stg 2	5.9	-	-	-	-	-
Follow-up Hdwy	3.55	3.35	2.23	-	-	-
Pot Cap-1 Maneuver	191	596	819	-	-	-
Stage 1	403	-	-	-	-	-
Stage 2	674	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	190	596	819	-	-	-
Mov Cap-2 Maneuver	308	-	-	-	-	-
Stage 1	403	-	-	-	-	-
Stage 2	670	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	15.3	0.1	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	819	-	421	-	-
HCM Lane V/C Ratio	0.006	-	0.173	-	-
HCM Control Delay (s)	9.4	-	15.3	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0	-	0.6	-	-

Intersection	
Int Delay, s/veh	0.1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	834	4	13	1476	2	7
Future Vol, veh/h	834	4	13	1476	2	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	315	-	0	-
Veh in Median Storage, #	0	-	-	0	1	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	1	1	0	0
Mvmt Flow	878	4	14	1554	2	7

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	882	0	1684	441
Stage 1	-	-	-	-	880	-
Stage 2	-	-	-	-	804	-
Critical Hdwy	-	-	4.12	-	6.8	6.9
Critical Hdwy Stg 1	-	-	-	-	5.8	-
Critical Hdwy Stg 2	-	-	-	-	5.8	-
Follow-up Hdwy	-	-	2.21	-	3.5	3.3
Pot Cap-1 Maneuver	-	-	769	-	87	570
Stage 1	-	-	-	-	371	-
Stage 2	-	-	-	-	406	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	769	-	85	570
Mov Cap-2 Maneuver	-	-	-	-	214	-
Stage 1	-	-	-	-	371	-
Stage 2	-	-	-	-	399	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	13.9
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	416	-	-	769	-
HCM Lane V/C Ratio	0.023	-	-	0.018	-
HCM Control Delay (s)	13.9	-	-	9.8	-
HCM Lane LOS	B	-	-	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0.1	-

Intersection	
Int Delay, s/veh	0.9

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	8	808	26	35	1533	24	18	0	22	16	0	11
Future Vol, veh/h	8	808	26	35	1533	24	18	0	22	16	0	11
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	200	-	-	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	2	-	-	2	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	1	1	1	0	0	0	0	0	0
Mvmt Flow	9	878	28	38	1666	26	20	0	24	17	0	12

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1692	0	0	907	0	0	1819	2678	453	2212	2679	846
Stage 1	-	-	-	-	-	-	910	910	-	1755	1755	-
Stage 2	-	-	-	-	-	-	909	1768	-	457	924	-
Critical Hdwy	4.14	-	-	4.12	-	-	7.5	6.5	6.9	7.5	6.5	6.9
Critical Hdwy Stg 1	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Follow-up Hdwy	2.22	-	-	2.21	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	373	-	-	752	-	-	50	22	559	25	22	310
Stage 1	-	-	-	-	-	-	300	356	-	90	140	-
Stage 2	-	-	-	-	-	-	300	138	-	558	351	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	373	-	-	752	-	-	45	20	559	23	20	310
Mov Cap-2 Maneuver	-	-	-	-	-	-	190	109	-	82	115	-
Stage 1	-	-	-	-	-	-	293	347	-	88	133	-
Stage 2	-	-	-	-	-	-	274	131	-	521	343	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.1	0.2	19.1	42.8
HCM LOS			C	E

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	298	373	-	-	752	-	-	82	310
HCM Lane V/C Ratio	0.146	0.023	-	-	0.051	-	-	0.212	0.039
HCM Control Delay (s)	19.1	14.9	-	-	10	-	-	60.4	17.1
HCM Lane LOS	C	B	-	-	B	-	-	F	C
HCM 95th %tile Q(veh)	0.5	0.1	-	-	0.2	-	-	0.7	0.1

Intersection	
Int Delay, s/veh	0.4

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	24	8	27	1103	751	30
Future Vol, veh/h	24	8	27	1103	751	30
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	250	-	-	-
Veh in Median Storage, #	2	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	89	89	89	89	89	89
Heavy Vehicles, %	0	0	2	2	3	3
Mvmt Flow	27	9	30	1239	844	34

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1541	439	878	0	-	0
Stage 1	861	-	-	-	-	-
Stage 2	680	-	-	-	-	-
Critical Hdwy	6.8	6.9	4.14	-	-	-
Critical Hdwy Stg 1	5.8	-	-	-	-	-
Critical Hdwy Stg 2	5.8	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.22	-	-	-
Pot Cap-1 Maneuver	108	571	765	-	-	-
Stage 1	379	-	-	-	-	-
Stage 2	470	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	104	571	765	-	-	-
Mov Cap-2 Maneuver	292	-	-	-	-	-
Stage 1	379	-	-	-	-	-
Stage 2	452	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	17.1	0.2	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	765	-	333	-	-
HCM Lane V/C Ratio	0.04	-	0.108	-	-
HCM Control Delay (s)	9.9	-	17.1	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0.1	-	0.4	-	-

Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	16	20	40	1140	667	25
Future Vol, veh/h	16	20	40	1140	667	25
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	175	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	0	0	1	1	2	2
Mvmt Flow	18	22	44	1253	733	27

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1461	380	760	0	-	0
Stage 1	747	-	-	-	-	-
Stage 2	714	-	-	-	-	-
Critical Hdwy	6.8	6.9	4.12	-	-	-
Critical Hdwy Stg 1	5.8	-	-	-	-	-
Critical Hdwy Stg 2	5.8	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.21	-	-	-
Pot Cap-1 Maneuver	122	624	854	-	-	-
Stage 1	434	-	-	-	-	-
Stage 2	452	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	116	624	854	-	-	-
Mov Cap-2 Maneuver	250	-	-	-	-	-
Stage 1	434	-	-	-	-	-
Stage 2	429	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	15.7	0.3	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	854	-	375	-	-
HCM Lane V/C Ratio	0.051	-	0.105	-	-
HCM Control Delay (s)	9.4	-	15.7	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0.2	-	0.4	-	-

APPENDIX D

YEARS 2022, 2023 AND 2025 WITH PROJECT INTERSECTION LEVEL OF SERVICE WORKSHEETS

Intersection	
Int Delay, s/veh	0.2

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	1140	5	5	527	9	8
Future Vol, veh/h	1140	5	5	527	9	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	315	-	0	-
Veh in Median Storage, #	0	-	-	0	1	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	98	98	98	98	98	98
Heavy Vehicles, %	3	3	7	7	0	0
Mvmt Flow	1163	5	5	538	9	8

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	1168	0	1445	584
Stage 1	-	-	-	-	1166	-
Stage 2	-	-	-	-	279	-
Critical Hdwy	-	-	4.24	-	6.8	6.9
Critical Hdwy Stg 1	-	-	-	-	5.8	-
Critical Hdwy Stg 2	-	-	-	-	5.8	-
Follow-up Hdwy	-	-	2.27	-	3.5	3.3
Pot Cap-1 Maneuver	-	-	566	-	125	460
Stage 1	-	-	-	-	263	-
Stage 2	-	-	-	-	749	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	566	-	124	460
Mov Cap-2 Maneuver	-	-	-	-	217	-
Stage 1	-	-	-	-	263	-
Stage 2	-	-	-	-	742	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	18.3
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	289	-	-	566	-
HCM Lane V/C Ratio	0.06	-	-	0.009	-
HCM Control Delay (s)	18.3	-	-	11.4	-
HCM Lane LOS	C	-	-	B	-
HCM 95th %tile Q(veh)	0.2	-	-	0	-

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	1210	12	15	504	0	16	0	30	0	0	0
Future Vol, veh/h	0	1210	12	15	504	0	16	0	30	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	200	-	-	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	2	-	-	2	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	3	3	3	6	6	6	3	3	3	0	0	0
Mvmt Flow	0	1315	13	16	548	0	17	0	33	0	0	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	548	0	0	1328	0	0	1629	1902	664	1238	1908	274
Stage 1	-	-	-	-	-	-	1322	1322	-	580	580	-
Stage 2	-	-	-	-	-	-	307	580	-	658	1328	-
Critical Hdwy	4.16	-	-	4.22	-	-	7.56	6.56	6.96	7.5	6.5	6.9
Critical Hdwy Stg 1	-	-	-	-	-	-	6.56	5.56	-	6.5	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.56	5.56	-	6.5	5.5	-
Follow-up Hdwy	2.23	-	-	2.26	-	-	3.53	4.03	3.33	3.5	4	3.3
Pot Cap-1 Maneuver	1011	-	-	495	-	-	67	67	401	134	69	730
Stage 1	-	-	-	-	-	-	164	222	-	472	503	-
Stage 2	-	-	-	-	-	-	675	496	-	424	226	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1011	-	-	495	-	-	65	65	401	120	67	730
Mov Cap-2 Maneuver	-	-	-	-	-	-	153	197	-	299	189	-
Stage 1	-	-	-	-	-	-	164	222	-	472	487	-
Stage 2	-	-	-	-	-	-	653	480	-	390	226	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	0.4	22.4	0
HCM LOS			C	A

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	256	1011	-	-	495	-	-	-	-
HCM Lane V/C Ratio	0.195	-	-	-	0.033	-	-	-	-
HCM Control Delay (s)	22.4	0	-	-	12.5	-	-	0	0
HCM Lane LOS	C	A	-	-	B	-	-	A	A
HCM 95th %tile Q(veh)	0.7	0	-	-	0.1	-	-	-	-

Intersection	
Int Delay, s/veh	1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	53	39	9	657	713	10
Future Vol, veh/h	53	39	9	657	713	10
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	250	-	-	-
Veh in Median Storage, #	2	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	1	1	2	2	3	3
Mvmt Flow	56	41	10	699	759	11

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1133	385	769	0	-	0
Stage 1	764	-	-	-	-	-
Stage 2	369	-	-	-	-	-
Critical Hdwy	6.82	6.92	4.14	-	-	-
Critical Hdwy Stg 1	5.82	-	-	-	-	-
Critical Hdwy Stg 2	5.82	-	-	-	-	-
Follow-up Hdwy	3.51	3.31	2.22	-	-	-
Pot Cap-1 Maneuver	198	616	841	-	-	-
Stage 1	423	-	-	-	-	-
Stage 2	673	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	196	616	841	-	-	-
Mov Cap-2 Maneuver	372	-	-	-	-	-
Stage 1	423	-	-	-	-	-
Stage 2	665	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	15.3	0.1	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	841	-	447	-	-
HCM Lane V/C Ratio	0.011	-	0.219	-	-
HCM Control Delay (s)	9.3	-	15.3	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0	-	0.8	-	-

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	30	38	5	639	729	14
Future Vol, veh/h	30	38	5	639	729	14
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	175	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	5	5	3	3	2	2
Mvmt Flow	31	40	5	666	759	15

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1110	387	774	0	-	0
Stage 1	767	-	-	-	-	-
Stage 2	343	-	-	-	-	-
Critical Hdwy	6.9	7	4.16	-	-	-
Critical Hdwy Stg 1	5.9	-	-	-	-	-
Critical Hdwy Stg 2	5.9	-	-	-	-	-
Follow-up Hdwy	3.55	3.35	2.23	-	-	-
Pot Cap-1 Maneuver	199	603	831	-	-	-
Stage 1	411	-	-	-	-	-
Stage 2	681	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	198	603	831	-	-	-
Mov Cap-2 Maneuver	315	-	-	-	-	-
Stage 1	411	-	-	-	-	-
Stage 2	677	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	15	0.1	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	831	-	430	-	-
HCM Lane V/C Ratio	0.006	-	0.165	-	-
HCM Control Delay (s)	9.4	-	15	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0	-	0.6	-	-

Intersection	
Int Delay, s/veh	0.2

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	809	10	13	1433	6	7
Future Vol, veh/h	809	10	13	1433	6	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	315	-	0	-
Veh in Median Storage, #	0	-	-	0	1	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	1	1	0	0
Mvmt Flow	852	11	14	1508	6	7

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	862	0	1639	431
Stage 1	-	-	-	-	857	-
Stage 2	-	-	-	-	782	-
Critical Hdwy	-	-	4.12	-	6.8	6.9
Critical Hdwy Stg 1	-	-	-	-	5.8	-
Critical Hdwy Stg 2	-	-	-	-	5.8	-
Follow-up Hdwy	-	-	2.21	-	3.5	3.3
Pot Cap-1 Maneuver	-	-	782	-	93	578
Stage 1	-	-	-	-	381	-
Stage 2	-	-	-	-	417	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	782	-	91	578
Mov Cap-2 Maneuver	-	-	-	-	222	-
Stage 1	-	-	-	-	381	-
Stage 2	-	-	-	-	410	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	16.3
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	332	-	-	782	-
HCM Lane V/C Ratio	0.041	-	-	0.017	-
HCM Control Delay (s)	16.3	-	-	9.7	-
HCM Lane LOS	C	-	-	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0.1	-

Intersection	
Int Delay, s/veh	1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	8	784	25	48	1488	23	18	0	28	16	0	11
Future Vol, veh/h	8	784	25	48	1488	23	18	0	28	16	0	11
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	200	-	-	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	2	-	-	2	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	1	1	1	0	0	0	0	0	0
Mvmt Flow	9	852	27	52	1617	25	20	0	30	17	0	12

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1642	0	0	879	0	0	1796	2630	440	2177	2631	821
Stage 1	-	-	-	-	-	-	883	883	-	1734	1734	-
Stage 2	-	-	-	-	-	-	913	1747	-	443	897	-
Critical Hdwy	4.14	-	-	4.12	-	-	7.5	6.5	6.9	7.5	6.5	6.9
Critical Hdwy Stg 1	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Follow-up Hdwy	2.22	-	-	2.21	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	390	-	-	771	-	-	52	24	570	27	24	322
Stage 1	-	-	-	-	-	-	311	367	-	93	144	-
Stage 2	-	-	-	-	-	-	298	141	-	569	361	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	390	-	-	771	-	-	47	22	570	24	22	322
Mov Cap-2 Maneuver	-	-	-	-	-	-	191	110	-	85	116	-
Stage 1	-	-	-	-	-	-	304	359	-	91	134	-
Stage 2	-	-	-	-	-	-	268	131	-	526	353	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.1	0.3	18.3	41.1
HCM LOS			C	E

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	321	390	-	-	771	-	-	85	322
HCM Lane V/C Ratio	0.156	0.022	-	-	0.068	-	-	0.205	0.037
HCM Control Delay (s)	18.3	14.4	-	-	10	-	-	57.9	16.6
HCM Lane LOS	C	B	-	-	B	-	-	F	C
HCM 95th %tile Q(veh)	0.5	0.1	-	-	0.2	-	-	0.7	0.1

Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	27	12	33	1071	729	36
Future Vol, veh/h	27	12	33	1071	729	36
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	250	-	-	-
Veh in Median Storage, #	2	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	89	89	89	89	89	89
Heavy Vehicles, %	0	0	2	2	3	3
Mvmt Flow	30	13	37	1203	819	40

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1515	430	860	0	-	0
Stage 1	839	-	-	-	-	-
Stage 2	676	-	-	-	-	-
Critical Hdwy	6.8	6.9	4.14	-	-	-
Critical Hdwy Stg 1	5.8	-	-	-	-	-
Critical Hdwy Stg 2	5.8	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.22	-	-	-
Pot Cap-1 Maneuver	112	579	777	-	-	-
Stage 1	389	-	-	-	-	-
Stage 2	472	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	107	579	777	-	-	-
Mov Cap-2 Maneuver	297	-	-	-	-	-
Stage 1	389	-	-	-	-	-
Stage 2	450	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	16.8	0.3	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	777	-	349	-	-
HCM Lane V/C Ratio	0.048	-	0.126	-	-
HCM Control Delay (s)	9.9	-	16.8	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0.1	-	0.4	-	-

Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	16	20	39	1112	651	24
Future Vol, veh/h	16	20	39	1112	651	24
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	175	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	0	0	1	1	2	2
Mvmt Flow	18	22	43	1222	715	26

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1426	371	742	0	-	0
Stage 1	729	-	-	-	-	-
Stage 2	697	-	-	-	-	-
Critical Hdwy	6.8	6.9	4.12	-	-	-
Critical Hdwy Stg 1	5.8	-	-	-	-	-
Critical Hdwy Stg 2	5.8	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.21	-	-	-
Pot Cap-1 Maneuver	129	632	868	-	-	-
Stage 1	444	-	-	-	-	-
Stage 2	461	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	123	632	868	-	-	-
Mov Cap-2 Maneuver	257	-	-	-	-	-
Stage 1	444	-	-	-	-	-
Stage 2	438	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	15.5	0.3	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	868	-	383	-	-
HCM Lane V/C Ratio	0.049	-	0.103	-	-
HCM Control Delay (s)	9.4	-	15.5	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0.2	-	0.3	-	-

Intersection	
Int Delay, s/veh	0.3

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	1151	6	5	532	12	8
Future Vol, veh/h	1151	6	5	532	12	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	315	-	0	-
Veh in Median Storage, #	0	-	-	0	1	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	98	98	98	98	98	98
Heavy Vehicles, %	3	3	7	7	0	0
Mvmt Flow	1174	6	5	543	12	8

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	1181	0	1460	590
Stage 1	-	-	-	-	1178	-
Stage 2	-	-	-	-	282	-
Critical Hdwy	-	-	4.24	-	6.8	6.9
Critical Hdwy Stg 1	-	-	-	-	5.8	-
Critical Hdwy Stg 2	-	-	-	-	5.8	-
Follow-up Hdwy	-	-	2.27	-	3.5	3.3
Pot Cap-1 Maneuver	-	-	560	-	122	456
Stage 1	-	-	-	-	259	-
Stage 2	-	-	-	-	747	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	560	-	121	456
Mov Cap-2 Maneuver	-	-	-	-	213	-
Stage 1	-	-	-	-	259	-
Stage 2	-	-	-	-	740	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	19.4
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	271	-	-	560	-
HCM Lane V/C Ratio	0.075	-	-	0.009	-
HCM Control Delay (s)	19.4	-	-	11.5	-
HCM Lane LOS	C	-	-	B	-
HCM 95th %tile Q(veh)	0.2	-	-	0	-

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	1222	12	18	509	0	16	0	38	0	0	0
Future Vol, veh/h	0	1222	12	18	509	0	16	0	38	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	200	-	-	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	2	-	-	2	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	3	3	3	6	6	6	3	3	3	0	0	0
Mvmt Flow	0	1328	13	20	553	0	17	0	41	0	0	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	553	0	0	1341	0	0	1651	1927	671	1256	1933	277
Stage 1	-	-	-	-	-	-	1335	1335	-	592	592	-
Stage 2	-	-	-	-	-	-	316	592	-	664	1341	-
Critical Hdwy	4.16	-	-	4.22	-	-	7.56	6.56	6.96	7.5	6.5	6.9
Critical Hdwy Stg 1	-	-	-	-	-	-	6.56	5.56	-	6.5	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.56	5.56	-	6.5	5.5	-
Follow-up Hdwy	2.23	-	-	2.26	-	-	3.53	4.03	3.33	3.5	4	3.3
Pot Cap-1 Maneuver	1006	-	-	489	-	-	64	65	397	130	67	726
Stage 1	-	-	-	-	-	-	161	219	-	465	497	-
Stage 2	-	-	-	-	-	-	667	490	-	421	223	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1006	-	-	489	-	-	62	62	397	113	64	726
Mov Cap-2 Maneuver	-	-	-	-	-	-	151	193	-	288	182	-
Stage 1	-	-	-	-	-	-	161	219	-	465	477	-
Stage 2	-	-	-	-	-	-	640	470	-	377	223	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	0.4	22.2	0
HCM LOS			C	A

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	268	1006	-	-	489	-	-	-	-
HCM Lane V/C Ratio	0.219	-	-	-	0.04	-	-	-	-
HCM Control Delay (s)	22.2	0	-	-	12.7	-	-	0	0
HCM Lane LOS	C	A	-	-	B	-	-	A	A
HCM 95th %tile Q(veh)	0.8	0	-	-	0.1	-	-	-	-

Intersection	
Int Delay, s/veh	1.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	56	42	10	664	720	11
Future Vol, veh/h	56	42	10	664	720	11
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	250	-	-	-
Veh in Median Storage, #	2	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	1	1	2	2	3	3
Mvmt Flow	60	45	11	706	766	12

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1146	389	778	0	-	0
Stage 1	772	-	-	-	-	-
Stage 2	374	-	-	-	-	-
Critical Hdwy	6.82	6.92	4.14	-	-	-
Critical Hdwy Stg 1	5.82	-	-	-	-	-
Critical Hdwy Stg 2	5.82	-	-	-	-	-
Follow-up Hdwy	3.51	3.31	2.22	-	-	-
Pot Cap-1 Maneuver	194	612	834	-	-	-
Stage 1	419	-	-	-	-	-
Stage 2	669	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	191	612	834	-	-	-
Mov Cap-2 Maneuver	368	-	-	-	-	-
Stage 1	419	-	-	-	-	-
Stage 2	660	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	15.6	0.1	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	834	-	444	-	-
HCM Lane V/C Ratio	0.013	-	0.235	-	-
HCM Control Delay (s)	9.4	-	15.6	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0	-	0.9	-	-

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	30	39	5	646	739	14
Future Vol, veh/h	30	39	5	646	739	14
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	175	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	5	5	3	3	2	2
Mvmt Flow	31	41	5	673	770	15

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1124	392	784	0	-	0
Stage 1	777	-	-	-	-	-
Stage 2	347	-	-	-	-	-
Critical Hdwy	6.9	7	4.16	-	-	-
Critical Hdwy Stg 1	5.9	-	-	-	-	-
Critical Hdwy Stg 2	5.9	-	-	-	-	-
Follow-up Hdwy	3.55	3.35	2.23	-	-	-
Pot Cap-1 Maneuver	195	598	824	-	-	-
Stage 1	406	-	-	-	-	-
Stage 2	678	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	194	598	824	-	-	-
Mov Cap-2 Maneuver	311	-	-	-	-	-
Stage 1	406	-	-	-	-	-
Stage 2	674	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	15.1	0.1	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	824	-	427	-	-
HCM Lane V/C Ratio	0.006	-	0.168	-	-
HCM Control Delay (s)	9.4	-	15.1	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0	-	0.6	-	-

Intersection	
Int Delay, s/veh	0.2

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	818	14	13	1447	8	7
Future Vol, veh/h	818	14	13	1447	8	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	315	-	0	-
Veh in Median Storage, #	0	-	-	0	1	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	1	1	0	0
Mvmt Flow	861	15	14	1523	8	7

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	876	0	1657	438
Stage 1	-	-	-	-	868	-
Stage 2	-	-	-	-	789	-
Critical Hdwy	-	-	4.12	-	6.8	6.9
Critical Hdwy Stg 1	-	-	-	-	5.8	-
Critical Hdwy Stg 2	-	-	-	-	5.8	-
Follow-up Hdwy	-	-	2.21	-	3.5	3.3
Pot Cap-1 Maneuver	-	-	773	-	91	572
Stage 1	-	-	-	-	376	-
Stage 2	-	-	-	-	413	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	773	-	89	572
Mov Cap-2 Maneuver	-	-	-	-	219	-
Stage 1	-	-	-	-	376	-
Stage 2	-	-	-	-	406	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	17.3
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	308	-	-	773	-
HCM Lane V/C Ratio	0.051	-	-	0.018	-
HCM Control Delay (s)	17.3	-	-	9.7	-
HCM Lane LOS	C	-	-	A	-
HCM 95th %tile Q(veh)	0.2	-	-	0.1	-

Intersection	
Int Delay, s/veh	1.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	8	792	25	55	1503	23	18	0	33	16	0	11
Future Vol, veh/h	8	792	25	55	1503	23	18	0	33	16	0	11
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	200	-	-	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	2	-	-	2	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	1	1	1	0	0	0	0	0	0
Mvmt Flow	9	861	27	60	1634	25	20	0	36	17	0	12

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1659	0	0	888	0	0	1828	2670	444	2214	2671	829
Stage 1	-	-	-	-	-	-	892	892	-	1766	1766	-
Stage 2	-	-	-	-	-	-	936	1778	-	448	905	-
Critical Hdwy	4.14	-	-	4.12	-	-	7.5	6.5	6.9	7.5	6.5	6.9
Critical Hdwy Stg 1	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Follow-up Hdwy	2.22	-	-	2.21	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	384	-	-	765	-	-	49	23	567	25	23	318
Stage 1	-	-	-	-	-	-	307	363	-	89	138	-
Stage 2	-	-	-	-	-	-	289	136	-	565	358	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	384	-	-	765	-	-	44	21	567	22	21	318
Mov Cap-2 Maneuver	-	-	-	-	-	-	184	105	-	81	110	-
Stage 1	-	-	-	-	-	-	300	354	-	87	127	-
Stage 2	-	-	-	-	-	-	256	125	-	517	350	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.1	0.4	18.2	43.1
HCM LOS			C	E

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	327	384	-	-	765	-	-	81	318
HCM Lane V/C Ratio	0.17	0.023	-	-	0.078	-	-	0.215	0.038
HCM Control Delay (s)	18.2	14.6	-	-	10.1	-	-	61.2	16.8
HCM Lane LOS	C	B	-	-	B	-	-	F	C
HCM 95th %tile Q(veh)	0.6	0.1	-	-	0.3	-	-	0.8	0.1

Intersection	
Int Delay, s/veh	0.6

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	29	14	37	1081	736	40
Future Vol, veh/h	29	14	37	1081	736	40
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	250	-	-	-
Veh in Median Storage, #	2	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	89	89	89	89	89	89
Heavy Vehicles, %	0	0	2	2	3	3
Mvmt Flow	33	16	42	1215	827	45

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1539	436	872	0	-	0
Stage 1	849	-	-	-	-	-
Stage 2	690	-	-	-	-	-
Critical Hdwy	6.8	6.9	4.14	-	-	-
Critical Hdwy Stg 1	5.8	-	-	-	-	-
Critical Hdwy Stg 2	5.8	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.22	-	-	-
Pot Cap-1 Maneuver	108	574	769	-	-	-
Stage 1	385	-	-	-	-	-
Stage 2	465	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	102	574	769	-	-	-
Mov Cap-2 Maneuver	291	-	-	-	-	-
Stage 1	385	-	-	-	-	-
Stage 2	440	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	17	0.3	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	769	-	347	-	-
HCM Lane V/C Ratio	0.054	-	0.139	-	-
HCM Control Delay (s)	9.9	-	17	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0.2	-	0.5	-	-

Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	16	20	40	1127	660	24
Future Vol, veh/h	16	20	40	1127	660	24
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	175	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	0	0	1	1	2	2
Mvmt Flow	18	22	44	1238	725	26

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1445	376	752	0	-	0
Stage 1	738	-	-	-	-	-
Stage 2	707	-	-	-	-	-
Critical Hdwy	6.8	6.9	4.12	-	-	-
Critical Hdwy Stg 1	5.8	-	-	-	-	-
Critical Hdwy Stg 2	5.8	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.21	-	-	-
Pot Cap-1 Maneuver	125	627	860	-	-	-
Stage 1	439	-	-	-	-	-
Stage 2	455	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	119	627	860	-	-	-
Mov Cap-2 Maneuver	253	-	-	-	-	-
Stage 1	439	-	-	-	-	-
Stage 2	432	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	15.6	0.3	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	860	-	378	-	-
HCM Lane V/C Ratio	0.051	-	0.105	-	-
HCM Control Delay (s)	9.4	-	15.6	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0.2	-	0.3	-	-

Intersection	
Int Delay, s/veh	0.3

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	1174	8	5	543	17	8
Future Vol, veh/h	1174	8	5	543	17	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	315	-	0	-
Veh in Median Storage, #	0	-	-	0	1	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	98	98	98	98	98	98
Heavy Vehicles, %	3	3	7	7	0	0
Mvmt Flow	1198	8	5	554	17	8

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	1206	0	1489	603
Stage 1	-	-	-	-	1202	-
Stage 2	-	-	-	-	287	-
Critical Hdwy	-	-	4.24	-	6.8	6.9
Critical Hdwy Stg 1	-	-	-	-	5.8	-
Critical Hdwy Stg 2	-	-	-	-	5.8	-
Follow-up Hdwy	-	-	2.27	-	3.5	3.3
Pot Cap-1 Maneuver	-	-	547	-	117	447
Stage 1	-	-	-	-	251	-
Stage 2	-	-	-	-	742	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	547	-	116	447
Mov Cap-2 Maneuver	-	-	-	-	207	-
Stage 1	-	-	-	-	251	-
Stage 2	-	-	-	-	735	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	21
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	250	-	-	547	-
HCM Lane V/C Ratio	0.102	-	-	0.009	-
HCM Control Delay (s)	21	-	-	11.6	-
HCM Lane LOS	C	-	-	B	-
HCM 95th %tile Q(veh)	0.3	-	-	0	-

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	1247	12	18	520	0	16	0	38	0	0	0
Future Vol, veh/h	0	1247	12	18	520	0	16	0	38	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	200	-	-	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	2	-	-	2	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	3	3	3	6	6	6	3	3	3	0	0	0
Mvmt Flow	0	1355	13	20	565	0	17	0	41	0	0	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	565	0	0	1368	0	0	1684	1966	684	1282	1972	283
Stage 1	-	-	-	-	-	-	1362	1362	-	604	604	-
Stage 2	-	-	-	-	-	-	322	604	-	678	1368	-
Critical Hdwy	4.16	-	-	4.22	-	-	7.56	6.56	6.96	7.5	6.5	6.9
Critical Hdwy Stg 1	-	-	-	-	-	-	6.56	5.56	-	6.5	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.56	5.56	-	6.5	5.5	-
Follow-up Hdwy	2.23	-	-	2.26	-	-	3.53	4.03	3.33	3.5	4	3.3
Pot Cap-1 Maneuver	996	-	-	478	-	-	61	61	389	125	63	720
Stage 1	-	-	-	-	-	-	154	212	-	457	491	-
Stage 2	-	-	-	-	-	-	661	484	-	413	217	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	996	-	-	478	-	-	59	58	389	108	60	720
Mov Cap-2 Maneuver	-	-	-	-	-	-	144	187	-	281	177	-
Stage 1	-	-	-	-	-	-	154	212	-	457	470	-
Stage 2	-	-	-	-	-	-	633	464	-	369	217	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	0.4	22.9	0
HCM LOS			C	A

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	259	996	-	-	478	-	-	-	-
HCM Lane V/C Ratio	0.227	-	-	-	0.041	-	-	-	-
HCM Control Delay (s)	22.9	0	-	-	12.9	-	-	0	0
HCM Lane LOS	C	A	-	-	B	-	-	A	A
HCM 95th %tile Q(veh)	0.8	0	-	-	0.1	-	-	-	-

Intersection	
Int Delay, s/veh	1.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	56	42	10	690	738	11
Future Vol, veh/h	56	42	10	690	738	11
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	250	-	-	-
Veh in Median Storage, #	2	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	1	1	2	2	3	3
Mvmt Flow	60	45	11	734	785	12

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1179	398	797	0	-	0
Stage 1	791	-	-	-	-	-
Stage 2	388	-	-	-	-	-
Critical Hdwy	6.82	6.92	4.14	-	-	-
Critical Hdwy Stg 1	5.82	-	-	-	-	-
Critical Hdwy Stg 2	5.82	-	-	-	-	-
Follow-up Hdwy	3.51	3.31	2.22	-	-	-
Pot Cap-1 Maneuver	185	604	821	-	-	-
Stage 1	410	-	-	-	-	-
Stage 2	658	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	183	604	821	-	-	-
Mov Cap-2 Maneuver	359	-	-	-	-	-
Stage 1	410	-	-	-	-	-
Stage 2	649	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	15.9	0.1	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	821	-	435	-	-
HCM Lane V/C Ratio	0.013	-	0.24	-	-
HCM Control Delay (s)	9.4	-	15.9	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0	-	0.9	-	-

Intersection	
Int Delay, s/veh	1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	45	43	7	659	754	18
Future Vol, veh/h	45	43	7	659	754	18
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	175	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	96	96	96	96	96	96
Heavy Vehicles, %	5	5	3	3	2	2
Mvmt Flow	47	45	7	686	785	19

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1153	402	804	0	-	0
Stage 1	795	-	-	-	-	-
Stage 2	358	-	-	-	-	-
Critical Hdwy	6.9	7	4.16	-	-	-
Critical Hdwy Stg 1	5.9	-	-	-	-	-
Critical Hdwy Stg 2	5.9	-	-	-	-	-
Follow-up Hdwy	3.55	3.35	2.23	-	-	-
Pot Cap-1 Maneuver	186	590	809	-	-	-
Stage 1	398	-	-	-	-	-
Stage 2	669	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	184	590	809	-	-	-
Mov Cap-2 Maneuver	303	-	-	-	-	-
Stage 1	398	-	-	-	-	-
Stage 2	663	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	16.8	0.1	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	809	-	397	-	-
HCM Lane V/C Ratio	0.009	-	0.231	-	-
HCM Control Delay (s)	9.5	-	16.8	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0	-	0.9	-	-

Intersection	
Int Delay, s/veh	0.2

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	834	19	13	1476	11	7
Future Vol, veh/h	834	19	13	1476	11	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	315	-	0	-
Veh in Median Storage, #	0	-	-	0	1	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	1	1	0	0
Mvmt Flow	878	20	14	1554	12	7

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	898	0	1692	449
Stage 1	-	-	-	-	888	-
Stage 2	-	-	-	-	804	-
Critical Hdwy	-	-	4.12	-	6.8	6.9
Critical Hdwy Stg 1	-	-	-	-	5.8	-
Critical Hdwy Stg 2	-	-	-	-	5.8	-
Follow-up Hdwy	-	-	2.21	-	3.5	3.3
Pot Cap-1 Maneuver	-	-	758	-	86	563
Stage 1	-	-	-	-	367	-
Stage 2	-	-	-	-	406	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	758	-	84	563
Mov Cap-2 Maneuver	-	-	-	-	213	-
Stage 1	-	-	-	-	367	-
Stage 2	-	-	-	-	399	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	18.7
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	281	-	-	758	-
HCM Lane V/C Ratio	0.067	-	-	0.018	-
HCM Control Delay (s)	18.7	-	-	9.8	-
HCM Lane LOS	C	-	-	A	-
HCM 95th %tile Q(veh)	0.2	-	-	0.1	-

Intersection	
Int Delay, s/veh	1.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	8	808	26	56	1533	24	18	0	34	16	0	11
Future Vol, veh/h	8	808	26	56	1533	24	18	0	34	16	0	11
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	200	-	-	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	2	-	-	2	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	1	1	1	0	0	0	0	0	0
Mvmt Flow	9	878	28	61	1666	26	20	0	37	17	0	12

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1692	0	0	907	0	0	1865	2724	453	2258	2725	846
Stage 1	-	-	-	-	-	-	910	910	-	1801	1801	-
Stage 2	-	-	-	-	-	-	955	1814	-	457	924	-
Critical Hdwy	4.14	-	-	4.12	-	-	7.5	6.5	6.9	7.5	6.5	6.9
Critical Hdwy Stg 1	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Follow-up Hdwy	2.22	-	-	2.21	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	373	-	-	752	-	-	46	21	559	23	21	310
Stage 1	-	-	-	-	-	-	300	356	-	84	133	-
Stage 2	-	-	-	-	-	-	282	131	-	558	351	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	373	-	-	752	-	-	41	19	559	20	19	310
Mov Cap-2 Maneuver	-	-	-	-	-	-	179	100	-	77	106	-
Stage 1	-	-	-	-	-	-	293	347	-	82	122	-
Stage 2	-	-	-	-	-	-	249	120	-	509	343	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.1	0.4	18.5	45.4
HCM LOS			C	E

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	322	373	-	-	752	-	-	77	310
HCM Lane V/C Ratio	0.176	0.023	-	-	0.081	-	-	0.226	0.039
HCM Control Delay (s)	18.5	14.9	-	-	10.2	-	-	64.9	17.1
HCM Lane LOS	C	B	-	-	B	-	-	F	C
HCM 95th %tile Q(veh)	0.6	0.1	-	-	0.3	-	-	0.8	0.1

Intersection	
Int Delay, s/veh	0.6

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	30	14	37	1113	767	40
Future Vol, veh/h	30	14	37	1113	767	40
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	250	-	-	-
Veh in Median Storage, #	2	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	89	89	89	89	89	89
Heavy Vehicles, %	0	0	2	2	3	3
Mvmt Flow	34	16	42	1251	862	45

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1592	453	907	0	-	0
Stage 1	884	-	-	-	-	-
Stage 2	708	-	-	-	-	-
Critical Hdwy	6.8	6.9	4.14	-	-	-
Critical Hdwy Stg 1	5.8	-	-	-	-	-
Critical Hdwy Stg 2	5.8	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.22	-	-	-
Pot Cap-1 Maneuver	100	559	746	-	-	-
Stage 1	369	-	-	-	-	-
Stage 2	455	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	94	559	746	-	-	-
Mov Cap-2 Maneuver	280	-	-	-	-	-
Stage 1	369	-	-	-	-	-
Stage 2	429	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	17.7	0.3	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	746	-	333	-	-
HCM Lane V/C Ratio	0.056	-	0.148	-	-
HCM Control Delay (s)	10.1	-	17.7	-	-
HCM Lane LOS	B	-	C	-	-
HCM 95th %tile Q(veh)	0.2	-	0.5	-	-

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	26	23	45	1150	673	41
Future Vol, veh/h	26	23	45	1150	673	41
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	175	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	0	0	1	1	2	2
Mvmt Flow	29	25	49	1264	740	45

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1493	392	785	0	-	0
Stage 1	762	-	-	-	-	-
Stage 2	731	-	-	-	-	-
Critical Hdwy	6.8	6.9	4.12	-	-	-
Critical Hdwy Stg 1	5.8	-	-	-	-	-
Critical Hdwy Stg 2	5.8	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.21	-	-	-
Pot Cap-1 Maneuver	116	613	836	-	-	-
Stage 1	427	-	-	-	-	-
Stage 2	443	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	109	613	836	-	-	-
Mov Cap-2 Maneuver	242	-	-	-	-	-
Stage 1	427	-	-	-	-	-
Stage 2	417	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	17.7	0.4	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	836	-	338	-	-
HCM Lane V/C Ratio	0.059	-	0.159	-	-
HCM Control Delay (s)	9.6	-	17.7	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0.2	-	0.6	-	-

APPENDIX E

YEAR 2025 NCHRP RIGHT TURN LANE ANALYSIS WORKSHEETS

NCHRP 457 Right Turn Lane Analysis

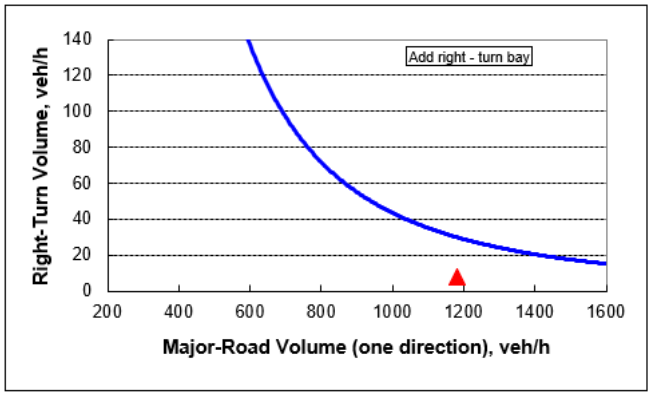
Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	4-lane roadway
Variable	Value
Major-road speed, mph:	40
Major-road volume (one direction), veh/h:	1,182
Right-turn volume, veh/h:	8

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	30
Guidance for determining the need for a major-road right-turn bay for a 4-lane roadway:	
Do NOT add right-turn bay.	



Cottage Hill Road at Royal Carriage Drive Eastbound – 2025 AM Peak with Project

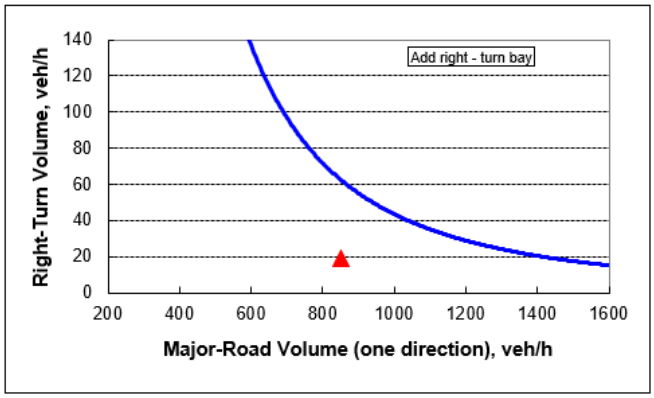
Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	4-lane roadway
Variable	Value
Major-road speed, mph:	40
Major-road volume (one direction), veh/h:	853
Right-turn volume, veh/h:	19

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	62
Guidance for determining the need for a major-road right-turn bay for a 4-lane roadway:	
Do NOT add right-turn bay.	



Cottage Hill Road at Royal Carriage Drive Eastbound – 2025 PM Peak with Project

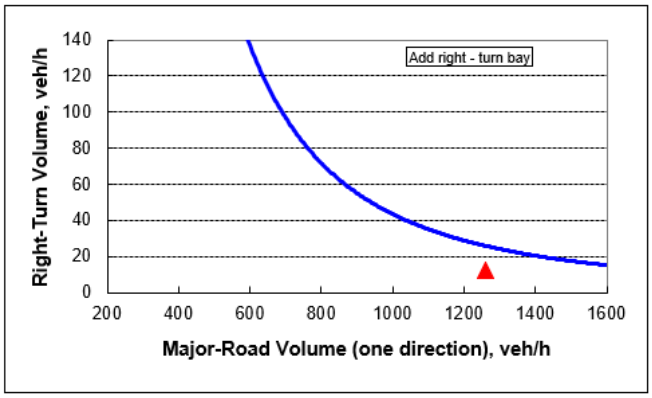
Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	4-lane roadway
Variable	Value
Major-road speed, mph:	40
Major-road volume (one direction), veh/h:	1,259
Right-turn volume, veh/h:	12

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	26
Guidance for determining the need for a major-road right-turn bay for a 4-lane roadway:	
Do NOT add right-turn bay.	



Cottage Hill Road at Blue Ridge Boulevard Eastbound – 2025 AM Peak with Project

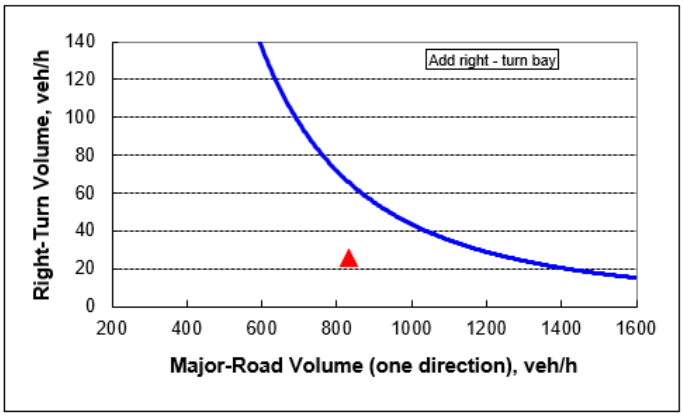
Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	4-lane roadway
Variable	Value
Major-road speed, mph:	40
Major-road volume (one direction), veh/h:	834
Right-turn volume, veh/h:	26

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	65
Guidance for determining the need for a major-road right-turn bay for a 4-lane roadway:	
Do NOT add right-turn bay.	



Cottage Hill Road at Blue Ridge Boulevard Eastbound – 2025 PM Peak with Project

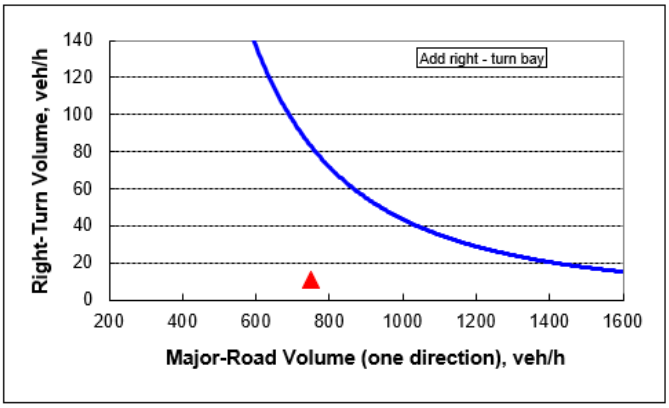
Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	4-lane roadway
Variable	Value
Major-road speed, mph:	40
Major-road volume (one direction), veh/h:	749
Right-turn volume, veh/h:	11

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	83
Guidance for determining the need for a major-road right-turn bay for a 4-lane roadway:	
Do NOT add right-turn bay.	



Hillcrest Road at Shady Lane Southbound – 2025 AM Peak with Project

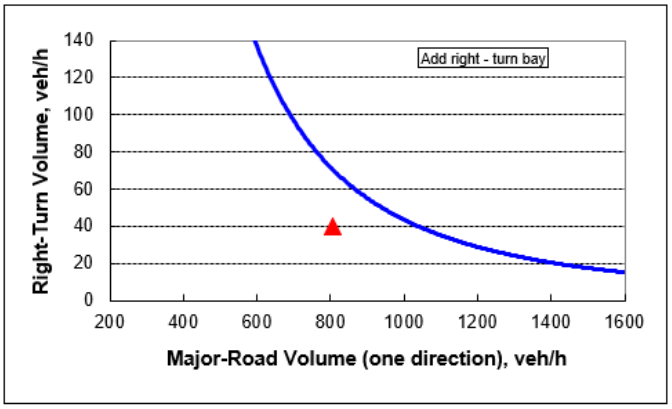
Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	4-lane roadway
Variable	Value
Major-road speed, mph:	40
Major-road volume (one direction), veh/h:	806
Right-turn volume, veh/h:	40

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	70
Guidance for determining the need for a major-road right-turn bay for a 4-lane roadway:	
Do NOT add right-turn bay.	



Hillcrest Road at Shady Lane Southbound – 2025 PM Peak with Project

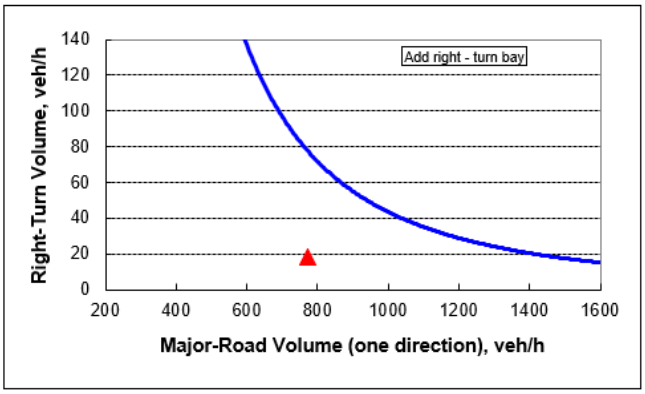
Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	4-lane roadway
Variable	Value
Major-road speed, mph:	40
Major-road volume (one direction), veh/h:	772
Right-turn volume, veh/h:	18

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	77
Guidance for determining the need for a major-road right-turn bay for a 4-lane roadway:	
Do NOT add right-turn bay.	



Hillcrest Road at Autumn Ridge Drive Southbound – 2025 AM Peak with Project

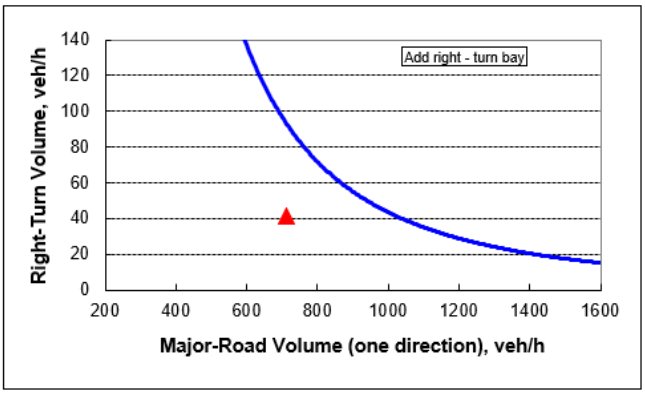
Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	4-lane roadway
Variable	Value
Major-road speed, mph:	40
Major-road volume (one direction), veh/h:	714
Right-turn volume, veh/h:	41

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	92
Guidance for determining the need for a major-road right-turn bay for a 4-lane roadway:	
Do NOT add right-turn bay.	



Hillcrest Road at Autumn Ridge Drive Southbound – 2025 PM Peak with Project

Gresham Smith

June 9, 2022

Milkhouse Creek Traffic Study Addendum – Validation of Original Traffic Counts

MILKHOUSE CREEK RESIDENTIAL SUBDIVISION
MOBILE, ALABAMA
Gresham Smith Project No. 44553.00

Gresham Smith has prepared a response to comments related to the traffic study for the proposed Milkhouse Creek Residential Development in Mobile Alabama, dated April 2020. This memo addresses the accuracy and reasonableness of the traffic counts undertaken for the traffic study, in light of the COVID 19 pandemic in the Year 2020.

The original traffic counts for the Milkhouse Creek Traffic Study were conducted by HSA Consulting Group on March 17, 2020. Due to concerns about the traffic volumes being representative of post COVID 19 traffic conditions, new counts were conducted by All Traffic Data Services on May 24, 2022 (school was still in session on this date). The updated counts are summarized and attached to this addendum.

A review and comparison of the Year 2020 and Year 2022 counts indicate that, while overall traffic volumes have increased, traffic volumes in the peak direction and side street traffic has been relatively consistent. The major increases in traffic volumes tended to be in the non-peak direction (this is especially true along Cottage Hill Road). One other factor that was noted was a change in peak hour spreading. Before the pandemic the traffic counts were less spread-out during the peak hour. Post pandemic the traffic counts seem to more spread-out during the peak hour. This change in traffic pattern is probably due to the fact that more people are working from home, so there is less of a peak 15-minute to 30-minute spike in commuter traffic during the peak hour.

In order to determine if the changes in traffic volumes would change the results and conclusions of the original traffic study, a project build-out level of service (LOS) analysis was undertaken using Synchro software. Table 1 shows the original build-out level of service (and delay) and the updated build-out level of service (and delay) based on Year 2022 counts.

Table 1. With Project Build-Out Intersection Level of Service

Unsignalized Intersection	Original Counts (March 2020)				Updated Counts (May 2022)			
	AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour	
	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)
Cottage Hill Rd/Blue Ridge Blvd								
NB Approach	C	21.0	C	18.7	C	23.3	D	25.1
WB Left	B	11.6	A	9.8	B	12.3	B	11.5
Cottage Hill Rd/Royal Carriage Dr								
NB Approach	C	22.9	C	18.5	C	21.3	C	21.4
SB Approach	A	0.0	E	45.4	D	27.1	E	37.7
EB Left	A	0.0	B	14.9	A	0.0	B	14.2
WB Left	B	12.9	B	10.2	B	13.0	B	11.5
Hillcrest Rd/Shady Ln								
NB Left	A	9.4	B	10.1	A	9.4	B	10.2
EB Approach	C	15.9	C	17.7	C	17.7	C	21.8
Hillcrest Rd/Autumn Ridge Dr								
NB Left	A	9.5	A	9.6	A	9.7	B	10.1
EB Approach	C	16.8	C	17.7	C	19.2	C	19.9

Of the 20 level of service calculations at the four (4) study area intersections, four (4) had a change in LOS with the updated counts. Of the four (4) changes in LOS, two (2) were minor, with the change in delay of less than 2.0 seconds. The northbound approach at the Cottage Hill Road/Blue Ridge Boulevard intersection went from C to D, with an increase in delay of approximately 6 ½ seconds. The southbound approach to the Cottage Hill Road/Royal Carriage Drive intersection also showed a change in LOS, though this was because there was zero traffic on this approach in

the 2020 counts. The level of service worksheets for the updated analysis are attached to this addendum.

Based on the results of LOS analysis, the original traffic counts and study have been validated by the updated counts.

Intersection: Cottage Hill Rd at Blue Ridge Blvd
AM Peak

Tuesday, May 24, 2022

Time	SB SBR	SB SBT	SB SBL	WB WBR	WB WBT	WB WBL	NB NBR	NB NBT	NB NBL	EB EBR	EB EBT	EB EBL	Total
15 Minute Totals - All Vehicles													
7:00 AM - 7:15 AM	0	0	0	0	120	0	3	0	0	0	336	0	459
7:15 AM - 7:30 AM	0	0	0	0	125	0	1	0	0	1	298	0	425
7:30 AM - 7:45 AM	0	0	0	0	192	1	5	0	0	0	298	0	496
7:45 AM - 8:00 AM	0	0	0	0	194	1	0	0	0	0	268	0	463
8:00 AM - 8:15 AM	0	0	0	0	169	2	1	0	0	0	265	0	437
8:15 AM - 8:30 AM	0	0	0	0	161	2	0	0	0	1	261	0	425
8:30 AM - 8:45 AM	0	0	0	0	177	1	0	0	0	0	247	0	425
8:45 AM - 9:00 AM	0	0	0	0	154	1	2	0	4	0	237	0	398
15 Minute Totals - Trucks													
7:00 AM - 7:15 AM	0	0	0	0	4	0	0	0	0	0	3	0	7
7:15 AM - 7:30 AM	0	0	0	0	5	0	0	0	0	0	2	0	7
7:30 AM - 7:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
7:45 AM - 8:00 AM	0	0	0	0	2	0	0	0	0	0	2	0	4
8:00 AM - 8:15 AM	0	0	0	0	1	0	0	0	0	0	1	0	2
8:15 AM - 8:30 AM	0	0	0	0	1	0	0	0	0	0	2	0	3
8:30 AM - 8:45 AM	0	0	0	0	0	0	0	0	0	0	1	0	1
8:45 AM - 9:00 AM	0	0	0	0	0	0	0	0	0	0	1	0	1
Hourly Total by 15 minutes - All Vehicles													
7:00 AM - 8:00 AM	0	0	0	0	631	2	9	0	0	1	1200	0	1843
7:15 AM - 8:15 AM	0	0	0	0	680	4	7	0	0	1	1129	0	1821
7:30 AM - 8:30 AM	0	0	0	0	716	6	6	0	0	1	1092	0	1821
7:45 AM - 8:45 AM	0	0	0	0	701	6	1	0	0	1	1041	0	1750
8:00 AM - 9:00 AM	0	0	0	0	661	6	3	0	4	1	1010	0	1685
Hourly Total by 15 minutes - Trucks													
7:00 AM - 8:00 AM	0	0	0	0	11	0	0	0	0	0	7	0	18
7:15 AM - 8:15 AM	0	0	0	0	8	0	0	0	0	0	5	0	13
7:30 AM - 8:30 AM	0	0	0	0	4	0	0	0	0	0	5	0	9
7:45 AM - 8:45 AM	0	0	0	0	4	0	0	0	0	0	6	0	10
8:00 AM - 9:00 AM	0	0	0	0	2	0	0	0	0	0	5	0	7
Peak Hour U-Turn													
Peak Hour	0	0	0	0	631	2	9	0	0	1	1200	0	1843
7:00 AM - 8:00 AM													
Truck Percentage		0.0%			1.7%			0.0%			0.6%		
Peak Hour Factor													93%

Intersection: Cottage Hill Rd at Blue Ridge Blvd
PM Peak

Tuesday, May 24, 2022

Time	SB SBR	SB SBT	SB SBL	WB WBR	WB WBT	WB WBL	NB NBR	NB NBT	NB NBL	EB EBR	EB EBT	EB EBL	Total
15 Minute Totals - All Vehicles													
4:00 PM - 4:15 PM	0	0	0	0	364	2	0	0	0	0	227	0	643
4:15 PM - 4:30 PM	0	0	0	0	332	2	2	0	0	0	223	0	614
4:30 PM - 4:45 PM	0	0	0	0	347	2	2	0	2	0	271	0	686
4:45 PM - 5:00 PM	0	0	0	0	369	1	3	0	1	0	267	0	675
5:00 PM - 5:15 PM	0	0	0	0	379	5	1	0	0	0	244	0	666
5:15 PM - 5:30 PM	0	0	0	0	337	1	0	0	0	0	271	0	680
5:30 PM - 5:45 PM	0	0	0	0	388	2	0	0	1	1	229	0	679
5:45 PM - 6:00 PM	0	0	0	0	362	1	4	0	0	2	242	0	647
15 Minute Totals - Trucks													
4:00 PM - 4:15 PM	0	0	0	0	1	0	0	0	0	0	0	0	2
4:15 PM - 4:30 PM	0	0	0	0	0	0	0	0	0	0	1	0	1
4:30 PM - 4:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
4:45 PM - 5:00 PM	0	0	0	0	0	0	0	0	0	0	1	0	2
5:00 PM - 5:15 PM	0	0	0	0	0	0	0	0	0	0	2	0	0
5:15 PM - 5:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	2
5:30 PM - 5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
5:45 PM - 6:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total by 15 minutes - All Vehicles													
4:00 PM - 5:00 PM	0	0	0	0	1412	7	7	0	3	0	988	0	2417
4:15 PM - 5:15 PM	0	0	0	0	1427	10	8	0	3	0	1005	0	2453
4:30 PM - 5:30 PM	0	0	0	0	1432	9	6	0	3	0	1053	0	2503
4:45 PM - 5:45 PM	0	0	0	0	1473	9	4	0	2	1	1011	0	2500
5:00 PM - 6:00 PM	0	0	0	0	1466	9	5	0	1	3	986	0	2470
Hourly Total by 15 minutes - Trucks													
4:00 PM - 5:00 PM	0	0	0	0	1	0	0	0	0	0	2	0	3
4:15 PM - 5:15 PM	0	0	0	0	0	0	0	0	0	0	4	0	4
4:30 PM - 5:30 PM	0	0	0	0	0	0	0	0	0	0	3	0	3
4:45 PM - 5:45 PM	0	0	0	0	0	0	0	0	0	0	3	0	3
5:00 PM - 6:00 PM	0	0	0	0	0	0	0	0	0	0	2	0	2
Peak Hour U-Turn													
Peak Hour	0	0	0	0	1432	9	6	0	3	0	1053	0	2503
4:30 PM - 5:30 PM													
Truck Percentage		0.0%			0.0%			0.0%			0.3%		
Peak Hour Factor													91%

Intersection: Cottage Hill Rd at Royal Carriage Dr
AM Peak

Tuesday, May 24, 2022

Time	SB SBR	SB SBT	SB SBL	WB WBR	WB WBT	WB WBL	NB NBR	NB NBT	NB NBL	EB EBR	EB EBT	EB EBL	Total
15 Minute Totals - All Vehicles													
7:00 AM - 7:15 AM	0	0	0	0	119	5	7	0	3	6	328	0	468
7:15 AM - 7:30 AM	1	0	1	1	123	2	8	0	1	3	345	0	485
7:30 AM - 7:45 AM	0	0	0	0	190	3	5	0	3	6	315	0	522
7:45 AM - 8:00 AM	0	0	0	1	200	2	6	0	1	3	286	0	499
8:00 AM - 8:15 AM	0	0	0	1	151	1	6	0	3	4	275	0	441
8:15 AM - 8:30 AM	0	0	1	1	159	3	4	0	6	3	267	0	444
8:30 AM - 8:45 AM	0	0	0	0	175	3	7	0	3	1	263	0	452
8:45 AM - 9:00 AM	0	0	0	1	156	4	6	0	1	7	228	0	403
15 Minute Totals - Trucks													
7:00 AM - 7:15 AM	0	0	0	0	4	0	0	0	0	0	3	0	7
7:15 AM - 7:30 AM	1	0	1	1	5	0	0	0	0	0	2	0	10
7:30 AM - 7:45 AM	0	0	0	0	0	0	0	0	0	0	1	0	1
7:45 AM - 8:00 AM	0	0	0	0	2	0	0	0	0	0	2	0	4
8:00 AM - 8:15 AM	0	0	0	0	1	0	0	0	0	0	0	0	1
8:15 AM - 8:30 AM	0	0	0	0	0	0	0	0	0	0	2	0	2
8:30 AM - 8:45 AM	0	0	0	0	0	0	0	0	0	0	1	0	1
8:45 AM - 9:00 AM	0	0	0	1	0	0	0	0	0	0	0	0	1
Hourly Total by 15 minutes - All Vehicles													
7:00 AM - 8:00 AM	1	0	1	2	632	12	26	0	8	18	1274	0	1974
7:15 AM - 8:15 AM	1	0	1	3	664	8	25	0	8	16	1221	0	1947
7:30 AM - 8:30 AM	0	0	1	3	700	9	21	0	13	16	1143	0	1906
7:45 AM - 8:45 AM	0	0	1	3	685	9	23	0	13	11	1091	0	1836
8:00 AM - 9:00 AM	0	0	1	3	641	11	23	0	13	15	1033	0	1740
Hourly Total by 15 minutes - Trucks													
7:00 AM - 8:00 AM	1	0	1	1	11	0	0	0	0	0	8	0	22
7:15 AM - 8:15 AM	1	0	1	1	8	0	0	0	0	0	5	0	16
7:30 AM - 8:30 AM	0	0	0	0	3	0	0	0	0	0	5	0	8
7:45 AM - 8:45 AM	0	0	0	0	3	0	0	0	0	0	5	0	8
8:00 AM - 9:00 AM	0	0	0	1	1	0	0	0	0	0	3	0	5
Peak Hour U-Turn													
Peak Hour	1	0	1	2	632	12	26	0	8	18	1274	0	1974
7:00 AM - 8:00 AM													
Truck Percentage		100.0%			1.9%			0.0%			0.6%		
Peak Hour Factor													95%

Intersection: Cottage Hill Rd at Royal Carriage Dr
PM Peak

Tuesday, May 24, 2022

Time	SB SBR	SB SBT	SB SBL	WB WBR	WB WBT	WB WBL	NB NBR	NB NBT	NB NBL	EB EBR	EB EBT	EB EBL	Total
15 Minute Totals - All Vehicles													
4:00 PM - 4:15 PM	8	0	3	2	374	10	5	0	3	8	230	0	643
4:15 PM - 4:30 PM	4	0	1	5	342	11	9	0	4	8	230	0	614
4:30 PM - 4:45 PM	0	0	2	5	369	9	12	0	8	9	271	1	686
4:45 PM - 5:00 PM	5	0	1	8	381	8	5	0	2	12	253	0	675
5:00 PM - 5:15 PM	6	0	4	10	380	10	4	0	1	7	240	4	666
5:15 PM - 5:30 PM	6	1	4	7	362	7	8	0	1	7	274	3	680
5:30 PM - 5:45 PM	9	0	6	10	386	8	6	1	5	10	231	7	679
5:45 PM - 6:00 PM	8	1	4	6	363	5	8	0	6	6	238	2	647
15 Minute Totals - Trucks													
4:00 PM - 4:15 PM	0	0	0	0	1	0	0	0	0	0	1	0	2
4:15 PM - 4:30 PM	0	0	0	0	0	0	0	0	0	0	1	0	1
4:30 PM - 4:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
4:45 PM - 5:00 PM	0	0	0	0	0	0	0	0	0	0	2	0	2
5:00 PM - 5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
5:15 PM - 5:30 PM	0	0	0	0	0	0	0	0	0	0	2	0	2
5:30 PM - 5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
5:45 PM - 6:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total by 15 minutes - All Vehicles													
4:00 PM - 5:00 PM	17	0	7	20	1466	38	31	0	17	37	984	1	2618
4:15 PM - 5:15 PM	15	0	8	28	1472	38	30	0	15	36	994	5	2641
4:30 PM - 5:30 PM	17	1	11	30	1492	34	29	0	12	35	1038	8	2707
4:45 PM - 5:45 PM	26	1	15	35	1509	33	23	1	9	36	998	14	2700
5:00 PM - 6:00 PM	29	2	18	33	1491	30	26	1	13	30	983	16	2672
Hourly Total by 15 minutes - Trucks													
4:00 PM - 5:00 PM	0	0	0	0	1	0	0	0	0	0	4	0	5
4:15 PM - 5:15 PM	0	0	0	0	0	0	0	0	0	0	3	0	3
4:30 PM - 5:30 PM	0	0	0	0	0	0	0	0	0	0	4	0	4
4:45 PM - 5:45 PM	0	0	0	0	0	0	0	0	0	0	4	0	4
5:00 PM - 6:00 PM	0	0	0	0	0	0	0	0	0	0	2	0	2
Peak Hour U-Turn													
Peak Hour 4:30 PM - 5:30 PM	17	1	11	30	1492	34	29	0	12	35	1038	8	2707
Truck Percentage		0.0%			0.0%			0.0%			0.4%		
Peak Hour Factor													99%

Intersection: Hillcrest Rd at Shady Ln
AM Peak

Tuesday, May 24, 2022

Time	SB SBR	SB SBT	SB SBL	WB WBR	WB WBT	WB WBL	NB NBR	NB NBT	NB NBL	EB EBR	EB EBT	EB EBL	Total
15 Minute Totals - All Vehicles													
7:00 AM - 7:15 AM	1	158	0	0	0	0	0	140	1	8	0	11	319
7:15 AM - 7:30 AM	1	176	0	0	0	0	0	154	2	9	0	10	352
7:30 AM - 7:45 AM	2	172	0	0	0	0	0	184	1	9	0	13	381
7:45 AM - 8:00 AM	3	192	0	0	0	0	0	166	2	7	0	11	381
8:00 AM - 8:15 AM	2	123	0	0	0	0	0	161	4	8	0	5	303
8:15 AM - 8:30 AM	3	108	0	0	0	0	0	156	2	3	0	8	280
8:30 AM - 8:45 AM	1	114	0	0	0	0	0	142	4	8	0	4	273
8:45 AM - 9:00 AM	3	98	0	0	0	0	0	154	1	3	0	8	267
15 Minute Totals - Trucks													
7:00 AM - 7:15 AM	0	3	0	0	0	0	0	2	0	0	0	0	5
7:15 AM - 7:30 AM	0	5	0	0	0	0	0	4	0	1	0	0	10
7:30 AM - 7:45 AM	0	7	0	0	0	0	0	7	0	0	0	0	14
7:45 AM - 8:00 AM	0	5	0	0	0	0	0	2	0	0	0	0	7
8:00 AM - 8:15 AM	0	4	0	0	0	0	0	5	0	1	0	0	10
8:15 AM - 8:30 AM	0	2	0	0	0	0	0	4	0	0	0	1	7
8:30 AM - 8:45 AM	0	4	0	0	0	0	0	11	0	0	0	0	15
8:45 AM - 9:00 AM	0	6	0	0	0	0	0	7	0	0	0	0	13
Hourly Total by 15 minutes - All Vehicles													
7:00 AM - 8:00 AM	7	698	0	0	0	0	0	644	6	33	0	45	1433
7:15 AM - 8:15 AM	8	663	0	0	0	0	0	665	9	33	0	39	1417
7:30 AM - 8:30 AM	10	595	0	0	0	0	0	667	9	27	0	37	1345
7:45 AM - 8:45 AM	9	537	0	0	0	0	0	625	12	26	0	28	1237
8:00 AM - 9:00 AM	9	443	0	0	0	0	0	613	11	22	0	25	1123
Hourly Total by 15 minutes - Trucks													
7:00 AM - 8:00 AM	0	20	0	0	0	0	0	15	0	1	0	0	36
7:15 AM - 8:15 AM	0	21	0	0	0	0	0	18	0	2	0	0	41
7:30 AM - 8:30 AM	0	18	0	0	0	0	0	18	0	1	0	1	38
7:45 AM - 8:45 AM	0	15	0	0	0	0	0	22	0	1	0	1	39
8:00 AM - 9:00 AM	0	16	0	0	0	0	0	27	0	1	0	1	45
Peak Hour 7:00 AM - 8:00 AM	7	698	0	0	0	0	0	644	6	33	0	45	1433
Truck Percentage		2.8%			0.0%			2.3%			1.3%		
Peak Hour Factor													94%

Intersection: Hillcrest Rd at Shady Ln
PM Peak

Tuesday, May 24, 2022

Time	SB SBR	SB SBT	SB SBL	WB WBR	WB WBT	WB WBL	NB NBR	NB NBT	NB NBL	EB EBR	EB EBT	EB EBL	Total
15 Minute Totals - All Vehicles													
4:00 PM - 4:15 PM	5	163	0	0	0	0	0	256	11	3	0	2	440
4:15 PM - 4:30 PM	5	158	0	0	0	0	0	274	11	4	0	5	457
4:30 PM - 4:45 PM	10	184	0	0	0	0	0	264	7	6	0	6	477
4:45 PM - 5:00 PM	8	183	0	0	0	0	0	289	16	4	0	5	505
5:00 PM - 5:15 PM	3	169	0	0	0	0	0	307	11	8	0	3	501
5:15 PM - 5:30 PM	8	206	0	0	0	0	0	336	10	4	0	11	575
5:30 PM - 5:45 PM	11	169	0	0	0	0	0	278	10	6	0	6	480
5:45 PM - 6:00 PM	8	182	0	0	0	0	0	248	6	8	0	8	460
15 Minute Totals - Trucks													
4:00 PM - 4:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
4:15 PM - 4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
4:30 PM - 4:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
4:45 PM - 5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 PM - 5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
5:15 PM - 5:30 PM	0	2	0	0	0	0	0	0	0	0	0	0	2
5:30 PM - 5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
5:45 PM - 6:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total by 15 minutes - All Vehicles													
4:00 PM - 5:00 PM	28	688	0	0	0	0	0	1083	45	17	0	18	1879
4:15 PM - 5:15 PM	26	694	0	0	0	0	0	1134	45	22	0	19	1940
4:30 PM - 5:30 PM	29	742	0	0	0	0	0	1196	44	22	0	25	2058
4:45 PM - 5:45 PM	30	727	0	0	0	0	0	1210	47	22	0	25	2061
5:00 PM - 6:00 PM	30	726	0	0	0	0	0	1169	37	26	0	28	2016
Hourly Total by 15 minutes - Trucks													
4:00 PM - 5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
4:15 PM - 5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
4:30 PM - 5:30 PM	0	2	0	0	0	0	0	0	0	0	0	0	2
4:45 PM - 5:45 PM	0	2	0	0	0	0	0	0	0	0	0	0	2
5:00 PM - 6:00 PM	0	2	0	0	0	0	0	0	0	0	0	0	2
Peak Hour 4:45 PM - 5:45 PM	30	727	0	0	0	0	0	1210	47	22	0	25	2061
Truck Percentage		0.3%			0.0%			0.0%			0.0%		
Peak Hour Factor													90%

Intersection: Hillcrest Rd at Autumn Ridge Dr
AM Peak

Tuesday, May 24, 2022

Time	SB SBR	SB SBT	SB SBL	WB WBR	WB WBT	WB WBL	NB NBR	NB NBT	NB NBL	EB EBR	EB EBT	EB EBL	Total
15 Minute Totals - All Vehicles													
7:00 AM - 7:15 AM	2	188	0	0	0	0	0	139	2	13	0	3	347
7:15 AM - 7:30 AM	2	211	0	0	0	0	0	180	4	16	0	11	424
7:30 AM - 7:45 AM	1	208	0	0	0	0	0	206	2	9	0	7	433
7:45 AM - 8:00 AM	1	189	0	0	0	0	0	200	6	6	0	10	412
8:00 AM - 8:15 AM	2	142	0	0	0	0	0	188	7	3	0	9	351
8:15 AM - 8:30 AM	2	130	0	0	0	0	0	168	3	4	0	6	313
8:30 AM - 8:45 AM	2	128	0	0	0	0	0	172	0	5	0	4	311
8:45 AM - 9:00 AM	4	111	0	0	0	0	0	155	5	5	0	8	288
15 Minute Totals - Trucks													
7:00 AM - 7:15 AM	0	3	0	0	0	0	0	2	0	0	0	0	5
7:15 AM - 7:30 AM	0	1	0	0	0	0	0	4	0	0	0	0	5
7:30 AM - 7:45 AM	0	5	0	0	0	0	0	0	0	0	0	0	5
7:45 AM - 8:00 AM	0	1	0	0	0	0	0	1	0	0	0	0	2
8:00 AM - 8:15 AM	0	1	0	0	0	0	0	1	0	0	0	0	2
8:15 AM - 8:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
8:30 AM - 8:45 AM	0	0	0	0	0	0	0	1	0	0	0	0	1
8:45 AM - 9:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	1
Hourly Total by 15 minutes - All Vehicles													
7:00 AM - 8:00 AM	6	796	0	0	0	0	0	725	14	44	0	31	1616
7:15 AM - 8:15 AM	6	750	0	0	0	0	0	774	19	34	0	37	1620
7:30 AM - 8:30 AM	6	669	0	0	0	0	0	762	18	22	0	32	1509
7:45 AM - 8:45 AM	7	589	0	0	0	0	0	728	16	18	0	29	1387
8:00 AM - 9:00 AM	10	511	0	0	0	0	0	683	15	17	0	27	1263
Hourly Total by 15 minutes - Trucks													
7:00 AM - 8:00 AM	0	10	0	0	0	0	0	7	0	0	0	0	17
7:15 AM - 8:15 AM	0	8	0	0	0	0	0	6	0	0	0	0	14
7:30 AM - 8:30 AM	0	7	0	0	0	0	0	2	0	0	0	0	9
7:45 AM - 8:45 AM	0	2	0	0	0	0	0	3	0	0	0	0	5
8:00 AM - 9:00 AM	0	2	0	0	0	0	0	2	0	0	0	0	4
Peak Hour 7:15 AM - 8:15 AM	6	750	0	0	0	0	0	774	19	34	0	37	1620
Truck Percentage		1.1%			0.0%			0.8%			0.0%		
Peak Hour Factor													94%

Intersection: Hillcrest Rd at Autumn Ridge Dr
PM Peak

Tuesday, May 24, 2022

Time	SB SBR	SB SBT	SB SBL	WB WBR	WB WBT	WB WBL	NB NBR	NB NBT	NB NBL	EB EBR	EB EBT	EB EBL	Total
15 Minute Totals - All Vehicles													
4:00 PM - 4:15 PM	1	157	0	0	0	0	0	249	10	2	0	4	423
4:15 PM - 4:30 PM	5	163	0	0	0	0	0	292	14	3	0	2	479
4:30 PM - 4:45 PM	2	172	0	0	0	0	0	261	6	5	0	4	450
4:45 PM - 5:00 PM	5	180	0	0	0	0	0	315	13	8	0	6	527
5:00 PM - 5:15 PM	8	170	0	0	0	0	0	317	16	3	0	1	515
5:15 PM - 5:30 PM	10	193	0	0	0	0	0	342	10	10	0	6	571
5:30 PM - 5:45 PM	14	165	0	0	0	0	0	287	12	7	0	5	490
5:45 PM - 6:00 PM	4	173	1	0	0	0	0	234	18	3	0	6	439
15 Minute Totals - Trucks													
4:00 PM - 4:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
4:15 PM - 4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
4:30 PM - 4:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
4:45 PM - 5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00 PM - 5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
5:15 PM - 5:30 PM	0	2	0	0	0	0	0	0	0	0	0	0	2
5:30 PM - 5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
5:45 PM - 6:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total by 15 minutes - All Vehicles													
4:00 PM - 5:00 PM	13	672	0	0	0	0	0	1117	43	18	0	16	1879
4:15 PM - 5:15 PM	20	685	0	0	0	0	0	1185	49	19	0	13	1971
4:30 PM - 5:30 PM	25	715	0	0	0	0	0	1235	45	26	0	17	2063
4:45 PM - 5:45 PM	37	708	0	0	0	0	0	1261	51	28	0	18	2103
5:00 PM - 6:00 PM	36	701	1	0	0	0	0	1180	56	23	0	18	2015
Hourly Total by 15 minutes - Trucks													
4:00 PM - 5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
4:15 PM - 5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
4:30 PM - 5:30 PM	0	2	0	0	0	0	0	0	0	0	0	0	2
4:45 PM - 5:45 PM	0	2	0	0	0	0	0	0	0	0	0	0	2
5:00 PM - 6:00 PM	0	2	0	0	0	0	0	0	0	0	0	0	2
Peak Hour 4:45 PM - 5:45 PM	37	708	0	0	0	0	0	1261	51	28	0	18	2103
Truck Percentage		0.3%			0.0%			0.0%			0.0%		
Peak Hour Factor													92%

Intersection	
Int Delay, s/veh	0.3

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	1262	7	3	664	14	10
Future Vol, veh/h	1262	7	3	664	14	10
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	315	-	0	-
Veh in Median Storage, #	0	-	-	0	1	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	93	93	93	93	93	93
Heavy Vehicles, %	1	1	2	2	0	0
Mvmt Flow	1357	8	3	714	15	11

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	1365	0	1724	683
Stage 1	-	-	-	-	1361	-
Stage 2	-	-	-	-	363	-
Critical Hdwy	-	-	4.14	-	6.8	6.9
Critical Hdwy Stg 1	-	-	-	-	5.8	-
Critical Hdwy Stg 2	-	-	-	-	5.8	-
Follow-up Hdwy	-	-	2.22	-	3.5	3.3
Pot Cap-1 Maneuver	-	-	499	-	82	396
Stage 1	-	-	-	-	207	-
Stage 2	-	-	-	-	680	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	499	-	82	396
Mov Cap-2 Maneuver	-	-	-	-	169	-
Stage 1	-	-	-	-	207	-
Stage 2	-	-	-	-	676	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	23.3
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	222	-	-	499	-
HCM Lane V/C Ratio	0.116	-	-	0.006	-
HCM Control Delay (s)	23.3	-	-	12.3	-
HCM Lane LOS	C	-	-	B	-
HCM 95th %tile Q(veh)	0.4	-	-	0	-

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	1339	19	20	665	3	9	0	46	2	0	2
Future Vol, veh/h	0	1339	19	20	665	3	9	0	46	2	0	2
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	200	-	-	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	1	-	-	1	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	1	1	1	2	2	2	0	0	0	100	100	100
Mvmt Flow	0	1409	20	21	700	3	9	0	48	2	0	2

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	703	0	0	1429	0	0	1811	2164	715	1449	2173	352
Stage 1	-	-	-	-	-	-	1419	1419	-	744	744	-
Stage 2	-	-	-	-	-	-	392	745	-	705	1429	-
Critical Hdwy	4.12	-	-	4.14	-	-	7.5	6.5	6.9	9.5	8.5	8.9
Critical Hdwy Stg 1	-	-	-	-	-	-	6.5	5.5	-	8.5	7.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.5	5.5	-	8.5	7.5	-
Follow-up Hdwy	2.21	-	-	2.22	-	-	3.5	4	3.3	4.5	5	4.3
Pot Cap-1 Maneuver	897	-	-	472	-	-	50	48	378	38	14	430
Stage 1	-	-	-	-	-	-	146	205	-	212	245	-
Stage 2	-	-	-	-	-	-	610	424	-	228	84	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	897	-	-	472	-	-	48	46	378	32	13	430
Mov Cap-2 Maneuver	-	-	-	-	-	-	119	143	-	103	49	-
Stage 1	-	-	-	-	-	-	146	205	-	212	234	-
Stage 2	-	-	-	-	-	-	580	405	-	199	84	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	0.4	21.3	27.1
HCM LOS			C	D

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	279	897	-	-	472	-	-	103	430
HCM Lane V/C Ratio	0.208	-	-	-	0.045	-	-	0.02	0.005
HCM Control Delay (s)	21.3	0	-	-	13	-	-	40.7	13.4
HCM Lane LOS	C	A	-	-	B	-	-	E	B
HCM 95th %tile Q(veh)	0.8	0	-	-	0.1	-	-	0.1	0

Intersection	
Int Delay, s/veh	1.2

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	56	42	10	690	738	11
Future Vol, veh/h	56	42	10	690	738	11
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	250	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	1	1	2	2	3	3
Mvmt Flow	60	45	11	734	785	12

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1180	399	797	0	-	0
Stage 1	791	-	-	-	-	-
Stage 2	389	-	-	-	-	-
Critical Hdwy	6.82	6.92	4.14	-	-	-
Critical Hdwy Stg 1	5.82	-	-	-	-	-
Critical Hdwy Stg 2	5.82	-	-	-	-	-
Follow-up Hdwy	3.51	3.31	2.22	-	-	-
Pot Cap-1 Maneuver	185	603	821	-	-	-
Stage 1	410	-	-	-	-	-
Stage 2	657	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	183	603	821	-	-	-
Mov Cap-2 Maneuver	305	-	-	-	-	-
Stage 1	405	-	-	-	-	-
Stage 2	657	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	17.7	0.1	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	821	-	387	-	-
HCM Lane V/C Ratio	0.013	-	0.269	-	-
HCM Control Delay (s)	9.4	-	17.7	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0	-	1.1	-	-

Intersection	
Int Delay, s/veh	1.2

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	52	41	22	817	798	11
Future Vol, veh/h	52	41	22	817	798	11
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	175	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	0	0	1	1	1	1
Mvmt Flow	55	44	23	869	849	12

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1336	431	861	0	-	0
Stage 1	855	-	-	-	-	-
Stage 2	481	-	-	-	-	-
Critical Hdwy	6.8	6.9	4.12	-	-	-
Critical Hdwy Stg 1	5.8	-	-	-	-	-
Critical Hdwy Stg 2	5.8	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.21	-	-	-
Pot Cap-1 Maneuver	147	578	783	-	-	-
Stage 1	382	-	-	-	-	-
Stage 2	593	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	143	578	783	-	-	-
Mov Cap-2 Maneuver	269	-	-	-	-	-
Stage 1	371	-	-	-	-	-
Stage 2	593	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	19.2	0.3	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	783	-	352	-	-
HCM Lane V/C Ratio	0.03	-	0.281	-	-
HCM Control Delay (s)	9.7	-	19.2	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0.1	-	1.1	-	-

Intersection	
Int Delay, s/veh	0.2

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	1107	15	10	1506	13	7
Future Vol, veh/h	1107	15	10	1506	13	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	315	-	0	-
Veh in Median Storage, #	0	-	-	0	1	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	2	2	1	1	0	0
Mvmt Flow	1216	16	11	1655	14	8

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	1232	0	2074	616
Stage 1	-	-	-	-	1224	-
Stage 2	-	-	-	-	850	-
Critical Hdwy	-	-	4.12	-	6.8	6.9
Critical Hdwy Stg 1	-	-	-	-	5.8	-
Critical Hdwy Stg 2	-	-	-	-	5.8	-
Follow-up Hdwy	-	-	2.21	-	3.5	3.3
Pot Cap-1 Maneuver	-	-	567	-	48	438
Stage 1	-	-	-	-	245	-
Stage 2	-	-	-	-	384	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	567	-	47	438
Mov Cap-2 Maneuver	-	-	-	-	156	-
Stage 1	-	-	-	-	245	-
Stage 2	-	-	-	-	377	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	25.1
HCM LOS			D

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	201	-	-	567	-
HCM Lane V/C Ratio	0.109	-	-	0.019	-
HCM Control Delay (s)	25.1	-	-	11.5	-
HCM Lane LOS	D	-	-	B	-
HCM 95th %tile Q(veh)	0.4	-	-	0.1	-

Intersection	
Int Delay, s/veh	1.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	9	1091	37	57	1569	32	13	0	43	12	2	18
Future Vol, veh/h	9	1091	37	57	1569	32	13	0	43	12	2	18
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	150	-	-	200	-	-	-	-	-	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	1	-	-	1	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	99	99	99	99	99	99	99	99	99	99	99	99
Heavy Vehicles, %	2	2	2	1	1	1	0	0	0	0	0	0
Mvmt Flow	9	1102	37	58	1585	32	13	0	43	12	2	18

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1617	0	0	1139	0	0	2049	2872	570	2286	2874	809
Stage 1	-	-	-	-	-	-	1139	1139	-	1717	1717	-
Stage 2	-	-	-	-	-	-	910	1733	-	569	1157	-
Critical Hdwy	4.14	-	-	4.12	-	-	7.5	6.5	6.9	7.5	6.5	6.9
Critical Hdwy Stg 1	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.5	5.5	-	6.5	5.5	-
Follow-up Hdwy	2.22	-	-	2.21	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	399	-	-	615	-	-	33	17	470	22	17	328
Stage 1	-	-	-	-	-	-	218	278	-	95	146	-
Stage 2	-	-	-	-	-	-	300	144	-	479	273	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	399	-	-	615	-	-	28	15	470	18	15	328
Mov Cap-2 Maneuver	-	-	-	-	-	-	117	82	-	73	80	-
Stage 1	-	-	-	-	-	-	213	272	-	93	132	-
Stage 2	-	-	-	-	-	-	253	130	-	425	267	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.1	0.4	21.4	37.7
HCM LOS			C	E

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	276	399	-	-	615	-	-	74	328
HCM Lane V/C Ratio	0.205	0.023	-	-	0.094	-	-	0.191	0.055
HCM Control Delay (s)	21.4	14.2	-	-	11.5	-	-	64.8	16.6
HCM Lane LOS	C	B	-	-	B	-	-	F	C
HCM 95th %tile Q(veh)	0.8	0.1	-	-	0.3	-	-	0.7	0.2

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	33	28	57	1282	781	40
Future Vol, veh/h	33	28	57	1282	781	40
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	250	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	0	0	0	0	3	3
Mvmt Flow	37	31	63	1424	868	44

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1728	456	912	0	-	0
Stage 1	890	-	-	-	-	-
Stage 2	838	-	-	-	-	-
Critical Hdwy	6.8	6.9	4.1	-	-	-
Critical Hdwy Stg 1	5.8	-	-	-	-	-
Critical Hdwy Stg 2	5.8	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.2	-	-	-
Pot Cap-1 Maneuver	81	557	755	-	-	-
Stage 1	366	-	-	-	-	-
Stage 2	390	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	74	557	755	-	-	-
Mov Cap-2 Maneuver	198	-	-	-	-	-
Stage 1	336	-	-	-	-	-
Stage 2	390	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	21.8	0.4	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	755	-	281	-	-
HCM Lane V/C Ratio	0.084	-	0.241	-	-
HCM Control Delay (s)	10.2	-	21.8	-	-
HCM Lane LOS	B	-	C	-	-
HCM 95th %tile Q(veh)	0.3	-	0.9	-	-

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	29	33	59	1336	751	55
Future Vol, veh/h	29	33	59	1336	751	55
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	175	-	-	-
Veh in Median Storage, #	1	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	0	0	1	1	2	2
Mvmt Flow	32	36	64	1452	816	60

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1700	438	876	0	-	0
Stage 1	846	-	-	-	-	-
Stage 2	854	-	-	-	-	-
Critical Hdwy	6.8	6.9	4.12	-	-	-
Critical Hdwy Stg 1	5.8	-	-	-	-	-
Critical Hdwy Stg 2	5.8	-	-	-	-	-
Follow-up Hdwy	3.5	3.3	2.21	-	-	-
Pot Cap-1 Maneuver	85	572	773	-	-	-
Stage 1	386	-	-	-	-	-
Stage 2	382	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	78	572	773	-	-	-
Mov Cap-2 Maneuver	203	-	-	-	-	-
Stage 1	354	-	-	-	-	-
Stage 2	382	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	19.9	0.4	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	773	-	309	-	-
HCM Lane V/C Ratio	0.083	-	0.218	-	-
HCM Control Delay (s)	10.1	-	19.9	-	-
HCM Lane LOS	B	-	C	-	-
HCM 95th %tile Q(veh)	0.3	-	0.8	-	-

AGENDA ITEM SUMMARY SHEET

Agenda of:1/24/2023

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

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/19/2023 - 2:30 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/24/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/19/2023 - 2:40 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/24/2023

Sponsored by:

Councilmember Small

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/19/2023 - 1:51 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/24/2023

Sponsored by:

Councilmember Small

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/19/2023 - 1:56 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/24/2023

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
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/19/2023 - 2:44 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/24/2023

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

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/19/2023 - 2:47 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/24/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Payne	Cover Memo	1/19/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/19/2023 - 11:55 AM

CITY CLERK DEPARTMENT
2023 JAN 17 AM 9:21

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., Thursday, in order to be able to address the City Council at their Tuesday City Council Meeting about a non-agenda item. Your topic must concern City of Mobile business.

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Derick Payne Rep. Bama Train Date: 1/17/23

Address: 6805 Autumn Ridge 36695

Phone: 251·331·6130 Email paynederick8@gmail.com

Date to Address City Council: 1/24/23

Subject (must be completed): Improvements of Hero Park (D4) and things he can help with to restore the park.

Specific Questions:

Signature: Taken by Phone -KB

AGENDA ITEM SUMMARY SHEET

Agenda of:1/24/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Edwards	Cover Memo	1/19/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/19/2023 - 11:57 AM

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Christopher N. Edwards Date: 1/19/23

Address: 2708 Warsaw ave Mobile, Al 36695

Phone: (251)442-7778 Email: C.edwards82@yahoo.com

Date to Address City Council: 1/24/23

Subject (must complete): MPD high speed chases in residential neighborhoods

Specific Questions: What are the City of Mobile policies, procedures, and ordinances as it relates to high speed chases.

Signature:

AGENDA ITEM SUMMARY SHEET

Agenda of:1/24/2023

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	1/19/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/19/2023 - 1:45 PM

Gauthier, Lana

From: RJHILL II <rhills4tf@gmail.com>
Sent: Thursday, January 19, 2023 1:29 PM
To: Gauthier, Lana
Subject: 1/24/2023 Agenda

CAUTION: External Email

Madam Asst. City Clerk,

Hi! May your day be as amazing as you are. This is a formal request to be added to the 1/24 Agenda. I shall address the following:

* Urgent recommendations of the Public regarding the Mobile Civic Center; Annexation; and Public Safety.

I am grateful for the work of our City Clerk's Office. Thank you for always looking out for the people. Have an awesome Thursday and weekend!

Kindest Regards,

Reggie

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

AGENDA ITEM SUMMARY SHEET

Agenda of:1/24/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Coblentz Equipment & Parts Co Inc for four Alamo SHD88 flail mowers for Public Services.
CIP Equipment.

Amount of Contract:

$39,924.40

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230110 Coblentz Agenda Package POs	Cover Memo	1/10/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/12/2023 - 11:00 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
1819	2023	(F7000) MOTOR POOL	4 ALAMO SHD88 FLAIL MOWERS FOR PUBLIC SERVICES (AL STATE CONTRACT)	$39,924.40	(291217) COBLENTZ EQUIPMENT & PARTS CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00001819-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
COBLENTZ EQUIPMENT & PARTS CO INC	MOTOR POOL
10400 HWY 80 EAST	745 BROAD STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36117	CARTERD@CITYOFMOBILE.ORG
Tel#334-215-8600	Delivery Reference
Fax 334-215-8532	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	291217	11/03/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	FLAIL MOWER AS SPECIFIED: 0206450 - ALAMO SHD88 FLAIL MOWER , CAPABLE OF CUTTING GRASS, WEEDS & BRUSH: AS PER STATE OF ALABAMA CONTRACT T-226 MA999 22000003184 PRICE INCLUDES DELIVERY	4.00 EACH	9981.10000	39924.40

Additional Description Notes

0206450 - ALAMO SHD88 FLAIL MOWER 88" - 92", CAPABLE OF CUTTING GRASS, WEEDS & BRUSH: SEE SPECIFICATIONS 18E06. REQUESTED BY PUBLIC SERVICES MAINTENANCE.
The Above Line Item Is Required By: 03/25/22

1 2000.80.00.0000.0000.0000.0000.0000.47010.
E E0014 .CAPEQUIPMT. . 39924.40

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 39924.40

Bill To	Requisition 00001819-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
COBLENTZ EQUIPMENT & PARTS CO INC	MOTOR POOL
10400 HWY 80 EAST	745 BROAD STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36117	CARTERD@CITYOFMOBILE.ORG
Tel#334-215-8600	Delivery Reference
Fax 334-215-8532	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	291217	11/03/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

Account	Amount	Remaining Budget
E E0014 .CAPEQUIPMT. .	39924.40	237775.60

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	39924.40	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
CCancelled	01/07/23	JOHN PAINE	GL Allocation changed
Rejected	11/04/22	CHARLES SUMRALL	More info
Approved	11/04/22	BRENDA RHODES	
Approved	11/04/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	11/04/22	RELYA MALLORY	Auto approved by: 910511034
Approved	01/09/23	BRENDA RHODES	
Approved	01/09/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	01/09/23	RELYA MALLORY	Auto approved by: 910511034
Forward	12/08/22	DONNA MICHELE STANLEY	Automatic Forward to 9105paij
Approved	01/09/23	DONALD ROSE	Auto approved by: 9105paij
Approved	01/09/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	01/09/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	01/09/23	JOHN PAINE	
Approved	01/09/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

State of Alabama Right of Way Mowers Contract Executive Summary

The purpose of this Master Agreement (MA) is to make available various tractor powered mowing attachments and equipment. This MA has various categories to include medium and heavy-duty rotary cutters, finishing mowers, boom mowers, flail mowers, and repair/replacement parts under the respective categories. This MA excludes any item specifically covered under any other current existing MA. This Master Agreement must be utilized by all State agencies and is available for use to city and county governmental entities, schools and universities within the State of Alabama. This is a multi-award contract by commodity line item and respective repair/parts line item. The full terms and conditions are located on each supplier master agreement.

General ordering guidelines:

- If a supplier is not listed under a specific category, then they cannot provide items that fall under that specific category
- Supplier quotes must include the list price and discounted price for the items requested or the quote will be rejected.
- Freight charges will need to be itemized separately on the supplier quote.

Master Agreements:

MA220000003181 – 999 Bush Hog, Inc.

MA220000003182 – 999 Capital Tractor

MA220000003183 – 999 Coblentz

MA220000003184 – 999 Coblentz

MA220000003185 – 999 Energreen

MA220000003186 – 999 Hall Manufacturing Llc

MA220000003187 – 999 Tiger Corp.

Contract Categories w/ supplier discount (Note: repair / replacement category discount in parenthesis)

Medium Duty Cutters

Hall Manufacturing (Bushwhacker) – 45% (20%)

Coblentz (Woods) – 32% (3%)

Coblentz (Rhino) – 30% (3%)

Bush Hog, Inc. – 30% (2%)

Heavy Duty Rotary Cutters

Hall Manufacturing (Bushwhacker) – 45% (20%)

Coblentz (Woods) – 32% (3%)

Coblentz (Rhino) – 30% (3%)

Bush Hog, Inc. – 30% (2%)

Finishing Mowers

Coblentz (Woods) – 32% (3%)

Bush Hog, Inc. – 30% (2%)

Coblentz (Rhino) – 20% (3%)

Capital Tractor (Landpride) – 15% (0%)

Batwing Rotary Cutter

Hall Manufacturing (Bushwhacker) – 45% (20%)

Coblentz (Rhino) – 32% (3%)

Coblentz (Woods) – 32% (3%)

Bush Hog, Inc. – 30% (2%)

Batwing Rotary Cutter (Hydraulically Driven)

Coblentz (Alamo) – 10% (3%)

Flail Mower

Tiger Corp – 18% (10%)

Coblentz (Alamo) – 18% (3%)

Coblentz (Diamond) – 18% (3%)

Boom Mower (Rail Mount)

Tiger Corp – 18% (10%)

Coblentz (Alamo) – 18% (3%)

Boom Mower (Mid-Mount)

Tiger Corp – 18% (10%)

Coblentz (Alamo) – 15% (3%)

Boom Mower (Telescoping, Mid-Mount)

Coblentz (Alamo) – 15% (3%)

Boom Mower (Mid Articulated)

Tiger Corp – 18% (10%)

Coblentz (Diamond) – 18% (3%)

Self-Propelled Boom Mower

Coblentz (ATMAX) – 20% (3%)

Coblentz (Alamo) – 13% (3%)

Energreen – 10% (10%)

Excavator Brush Cutter

Coblentz (Diamond) – 10% (3%)

Coblentz (Gyro Trac) – 2% (3%)

Drum Mulcher

Tiger Corp – 18% (10%)

Coblentz (Diamond) – 18% (3%)

Coblentz (Gyro Trac) – 2% (3%)

Remote Controlled Mower

Coblentz (RC Mower) – 20% (3%)

Energreen – 10% (10%)

AGENDA ITEM SUMMARY SHEET

Agenda of:1/24/2023

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 100 sets of structural leather fire boots for MFRD.

EMS Fund.

Amount of Contract:

$55,800.00

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

ATTACHMENTS:

Description	Type	Upload Date
20230112 Sunbelt Agenda Package POs	Cover Memo	1/12/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/12/2023 - 2:59 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
3869	2023	(1510) FIRE ADMINISTRATION	100 SETS STRUCTURAL LEATHER FIRE BOOTS FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$55,800.00	(198904) SUNBELT FIRE INC

Adopted:

_____

City Clerk

Bill To	Requisition 00003869-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 910518227
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
01/04/23	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE AND HGAC CONTRACT #EE08-19 FOR GLOBE SUPREME LEATHER STRUCTURAL BOOTS #1201420 HGAC CONTRACT EXPIRES 7-31-2023			
001	BOOTS FIRE, LEATHER, PULL ON, BLACK. VENDOR TO PROVIDE GLOBE 1201420.	100.00 EACH	558.00000	55800.00
	Additional Description Notes			
	VENDOR TO PROVIDE 1201420 GLOBE SUPREME LEATHER STRUCTURAL BOOTS HGAC CONTRACT #EE08-19 Vendor Item Inventory Item/Loc 13931			
1	6120.70.15.0000.0000.1510.0000.0000.42150.			55800.00

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

Bill To	Requisition 00003869-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.42150. Review: Buyer: 910518227 Status: Approved Page 2

Vendor	Ship To
SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	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
01/04/23	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			

Requisition Link

Requisition Total 55800.00

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

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.42150.	55800.00	
EMERGENCY MEDICAL SVCS EXP MAINTENANCE & REPAIRS		

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

Activity	Date	Clerk	Comment
Approved	01/11/23	DONALD ROSE	Auto approved by: 910518227
Approved	01/11/23	SANDRA LEWIS	
Approved	01/11/23	KAREN NAMAN	Auto approved by: 910518227
Approved	01/11/23	JOHN PAINE	Auto approved by: 910518227
Approved	01/11/23	MICHAEL SPAFFORD	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature

HGACBuy

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Contract Information

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EM619 — 09/01/2019 - 07/31/2023

Contract Details

In-Home Whole & 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/Cardiophy Jrcube, Chest Compression Systems, 4x 4Fr rescue bags, Fire rescue saws, Electronic Personnel Accountability System (SearchAlive), breathing air Systems.

Note: Use of this contract may require an additional competitive step. Click here for details

View Contacts | View Documents | Return to Products & Services

All Products

Search Products

Description	Code	Manufacturer	Price	Discount
2019 Viking Pricing	EE19VLMA	Viking		3%
2021 Master Price List, 2021 US Price List, PDF	EE19MCA	Scott / ISG		0%
2021 3M Scott Fire & Safety Price List	EE19MDA	3M Scott Safety		13%
2021 AMKUS Rescue Systems Price List	EE19RBA	Amkus		5%
2021 AMKUS Rescue Systems Price List	EE19PSA	Amkus		5%
2021 AMKUS Rescue Systems Price List	EE19QSA	Amkus		5%
2021 AMKUS Rescue Systems Price List	EE19SBA	Amkus		5%
2021 AMKUS Rescue Systems Price List	EE19EBA	Amkus		5%
2022 FirstDes Consumer Price List	EE19LJA	FirstDes		45%
2022 FirstDes Consumer Price List	EE19CAA	ChinRain		45%
2022 FirstDes Consumer Price List	EE19CGE	TECGEN		45%
3M Scott Safety Compressor Product Price List	EE19FAA	3M Scott Safety		0%
AirSc 2021 List Price	EE19FKA	AirSc		List-2%
Bullard Fire Thermal Imaging Pricing Effective Feb. 1, 2019	EE19FAAd	Bullard		** 0% -7%
CARDIAC SCIENCE 2019 Price List	EE19AT1	Cardiac Science		40% off AEDs, 25% off Accessories
CARDIAC SCIENCE 2019 Price List	EE19EP11	Cardiac Science		40% off AEDs, 25% off Accessories
CARDIAC SCIENCE 2019 Price List	EE19CY11	Cardiac Science		30% off Defibrillators, 25% off Accessories
Cutters Edge Retail Price List	EE19XAA	Cutters Edge		6.25%
Defibtech 2019 Price List	EE19CT1	Defibtech		20% off Defibrillators, 20% off Accessories
Defibtech 2019 Price List	EE19DT1	Defibtech		15% off Defibrillators, 18% off Accessories
Defibtech 2019 Price List	EE19AT1	Defibtech		40% off AEDs, 20% off Accessories
Draeger Responsder Catalog Effective Feb 1, 2021	EE19AAA	Draeger		11.00%
Draeger Responsder Catalog Effective Feb 1, 2021	EE19APA	Draeger		11.00%
Dragon Fire Brand Gloves	EE19LSA	Dragon Gloves		List-15%
Eagledir Price List Effective July 23, 2021	EE19KDA	Eagle Air		5%
Fire & Rescue Helimetz Price List (ER Feb. 1, 2019)	EE19LNA	Bullard		-28%
Fire and Rescue Helimets Effective - 2021	EE19CVA	MSA Safety Sales LLC		1%
Fire Hooks Unlimited 2021 Price List	EE19SFA	Partner		List-2%
Firecraft Safety Products, 2021 Price List	EE19LRA	Firecraft Safety		11.00%
Fireline products & Heads	EE19LOA	PGI		1%
FLIR Fire Segment & UAV Kits 2018-2019 Price List	EE19EHCA	Flir		14%
Footwear - Coverall 2019 List Price - Effective 01/01/2019	EE19LAA	Coverall		2%
FootWear 2019 Price List	EE19LBF	Honeywell		44%
Genesis Rescue Systems 2021 Product Price Schedule Effective January 01, 2021	EE19BAA	Genesis Rescue Systems		3.50%
Genesis Rescue Systems 2021 Product Price Schedule Effective January 01, 2021	EE19SGAA	Genesis Rescue Systems		3.50%
Genesis Rescue Systems 2021 Product Price Schedule Effective January 01, 2021	EE19FAA	Genesis Rescue Systems		3.50%
Genesis Rescue Systems 2021 Product Price Schedule Effective January 01, 2021	EE19EAA	Genesis Rescue Systems		3.50%
Genesis Rescue Systems 2021 Product Price Schedule Effective January 01, 2021	EE19GAA	Genesis Rescue Systems		3.50%
Genesis Rescue Systems 2021 Product Price Schedule Effective January 01, 2021	EE19DAA	Genesis Rescue Systems		3.50%
Globe Athletic 2019	EE19LFT	Globe		2%
Globe Classic Mens 2019	EE19LFB	Globe		2%
Globe Classic SE 2019	EE19LFA	Globe		2%
Globe Footgear 2019	EE19LFI	Globe		2%
Globe G-Xcel 2019	EE19LFE	Globe		2%
Globe G-Xtreme X-O 2019	EE19LFF	Globe		2%
Globe GX-1 2019	EE19LFH	Globe		2%
Globe IX-Ready 2019	EE19LFD	Globe		2%
Globe Letters and Accessories 2019	EE19LFC	Globe		2%
Gloves Hands Suspenders 2019 Price List	EE19LBC	Honeywell		44%
GRACE INDUSTRIES FireFighter Catalog 2020 US Price Pages	EE19LBA	Grace Ind.		18% Discount
Hats-Cloth Bolden Boots, Fire Boots, Forestry Boots, LE Boots, 2019 Price List	EE19ESA	HACK		18%
HeartSine 2019 Price List	EE19EZ1	HeartSine		40% off Defibrillators, 25% off Accessories
HeartSine 2019 Price List	EE19CZ1	HeartSine		40% off Defibrillators, 25% off Accessories
HeartSine 2019 Price List	EE19BZ1	HeartSine		40% off AEDs, 25% off Accessories
HeartSine 2019 Price List	EE19BZ2	HeartSine		40% off AEDs, 25% off Accessories
HeartSine 2019 Price List	EE19AZ1	HeartSine		40% off AEDs, 25% off Accessories
Holmatro Rescue Tools Suggested List Price, Effective July 1, 2021	EE19EDCA	Holmatro		-3%
Holmatro Rescue Tools Suggested List Price, Effective July 1, 2021	EE19EDCA	Holmatro		-3%
Holmatro Rescue Tools Suggested List Price, Effective July 1, 2021	EE19EDCA	Holmatro		-3%
Holmatro Rescue Tools Suggested List Price, Effective July 1, 2021	EE19EDCA	Holmatro		-3%
Holmatro Rescue Tools Suggested List Price, Effective July 1, 2021	EE19EDCA	Holmatro		-3%
Honeywell Respiratory Protection, 2021 Price List	EE19AFA	Honeywell		11.00%
Hurst Jaws of Life - Price List 2021 - 10,000 PSI	EE19BDC	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - 12,000 PSI	EE19DDC	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - 10,000 PSI	EE19CDC	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - 5000 PSI	EE19CDB	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - 5000 PSI	EE19BDB	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - 5000 PSI	EE19DDB	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - 5000 PSI	EE19EDB	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - Strongarm	EE19CBX	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - Strongarm	EE19CBX	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - Strongarm	EE19DBX	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - eDRAULIC	EE19EBA	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - eDRAULIC	EE19CBA	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - eDRAULIC	EE19DBA	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - eDRAULIC	EE19BBA	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - 10,000 PSI	EE19CDC	Hurst Products		15%
Hurst Jaws of Life - Price List 2021 - Strongarm	EE19DDC	Hurst Products		15%
IMMOTEX PRICE LIST 2019 VER 2021.04.01 (Item Products additions effective April 2021)	EE19LJA	Immotex		-25%
Interspiro 2019 US Suggested List Price Schedule, Effective 01/01/2019	EE19DKA	Interspiro		38%
LifeNet Hoods Catalog	EE19LJR	Starfield's		1%
LION HEAD & EYE PROTECTION Effective Oct 1, 2021	EE19LAR	Lion		31.00%
LION PROTECTIVE GLOVES 2019 Price List	EE19LAC	Lion		28%
LION TIDY TECHNICAL RESCUE AND RECOVERY ENSEMBLE Price List Effective Oct 1, 2021	EE19LAA	Lion		31.00%
LION Turnouts and Accessories Effective Oct 1, 2021	EE19LAA	Lion		31.00%
LION VERSA PRO 2019 Price List	EE19LAF	Lion		18%
Majestic Fire Apparel 2018-2019	EE19LDA	Majestic Fire Apparel		18%
Morning Pride TAAS 2019 Price List	EE19LBA	Honeywell		59%
Morning Pride and ETI Helmet 2019 Price List	EE19LDB	Honeywell		55%
Morning Pride RANGER 2019 Price List	EE19LDB	Honeywell		59%
Morning Pride Viper Edge SE 2019 Price List	EE19LBC	Honeywell		59%
MSA 2021 US Suggested List Price Book (Effective Jan 1, 2021)	EE19ACA	MSA Safety Sales LLC		1%
MSA 2021 US Suggested List Price Book (Effective Jan 1, 2021)	EE19EHA	MSA Safety Sales LLC		5
MTO Brand - Lakeland Fire 2020 List Price Schedule	EE19LHC	Lakeland Fire		List 36%
OSX Brand - Lakeland Fire 2020 List Price Schedule	EE19LHA	Lakeland Fire		List-36%
Paratech 2020 List Price Schedule	EE19KDA	Paratech		List -7%
Paratech 2020 List Price Schedule	EE19FDA	Paratech		List -7%
Philips 2019 Price List	EE19AH1	Philips		42.00%
Philips 2019 Price List	EE19AI1	Philips		42.00%
Philips 2019 Price List	EE19CA1	Philips		30% off Defibrillators, 25% off Accessories
Philips 2019 Price List	EE19DA1	Philips		15% off Defibrillators, 18% off Accessories
Physio-Control 2019 Price List	EE19DI1	Physio-Control		28.00%
Physio-Control 2019 Prices List	EE19CI1	Physio-Control		30% off Defibrillators, 25% off Accessories
Physio-Control 2019 Price List	EE19AI1	Physio-Control		40% off AEDs, 20% off Accessories
Physio-Control 2019 Price List	EE19FI0	Physio-Control		15% off Chest Compression Device, 25% off Accessories
Physio-Control 2019 Price List	EE19EI1	Physio-Control		18% off Defibrillators, 18% off Accessories
Rescue 42 2021 Price List	EE19FSA	Rescue 42		8%
RESCUE800 2021 Price List	EE19LCB	TECGEN		45%
SCX Brand - Lakeland Fire 2020 List Price Schedule	EE19LHD	Lakeland Fire		List-36%
Shelby Specialty Gloves, Revo/Rescue/Extrication/Fire/MTA, Compliant, 2020	EE19LQA	Shelby Specialty Gloves		18.00%
Stallion Air 2019 Price List	EE19CCA	Stallion air		3%
Stihl Saws 2021	EE19EEA	Stihl		List-2%
Super Vac Turn Prins List, 2021	EE19DDA	Super Vac		List-22%
Tempest Technology Fire Price List, 2019	EE19BBA	Tempest		14%
The argus Range of Thermal Imaging Cameras 2018 Price List	EE19HBA	Avon Protection Systems		8.00%
Thorogood Fire & Uniform Price List, 2018-2019	EE19LPA	Wainwrewes/Thorogood		23%
Unifire Products Price List 2020	EE19ICA	Unifire		List-10 %
Vertilon Fire Protective Gear 2021 Price List (Effective 6/1/2021)	EE19LEA	Vertilon		28%
Vetter Rescue Price List 2021	EE19GCA	Hurst Vetter		15%
Wildland Gear	EE19LDA	Cowtown Do-a'-thederr Shelter		5
Zoll 2019 Price List	EE19BA1	Zoll Medical		18% off Defibrillators, 18% off Accessories
Zoll 2019 Price List	EE19FA1	Zoll Medical		15% off Chest Compression Device, 18% off Accessories
Zoll 2019 Price List	EE19AA1	Zoll Medical		40% off AEDs, 15% off Accessories
Zoll 2019 Price List	EE19DA1	Zoll Medical		40% off AEDs, 15% off Accessories
Zoll 2019 Price List	EE19CA1	Zoll Medical		30% off Defibrillators, 15% off Accessories
Zoll 2019 Price List	EE19EA1	Zoll Medical		18% off Defibrillators, 18% off Accessories

Contact Information

H-GAC Mailing Address:
P.O. Box 22777
Houston, TX 77227-2777

H-GAC Physical Address:
3555 Timmons Lane, Suite 120
Houston, TX 77027

Phone: 1-800-926-8334
Fax: 713-993-4548

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Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from H-GAC related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), until further notice. See also Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282.

October 1, 2022

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. 2021-485, 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, 2023**. 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. 2021-485.

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.* Further, 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.*

Should the Department receive notice that H-GAC 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.

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:1/24/2023

Submitted by:

Relya Gill Mallory, Capital Projects Administrator

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To transfer $1,000,000.00 from General Fund Unassigned Fund Balance (1000) to Capital Improvement fund (2000); Capital Project #C0826 Civic Center - New Parking Facility.

Funding Source

Project # **Discretionary Funds**

Project String 2000.2000 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution Transfer	Cover Memo	1/12/2023

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Hollins, Tiffany	Approved	1/12/2023 - 11:49 AM
Budget	Sapp, Celia	Approved	1/12/2023 - 11:50 AM
Legal	Kern, Chris	Approved	1/12/2023 - 1:42 PM
Legal	Kern, Chris	Approved	1/12/2023 - 1:44 PM
Mayors Office	Montgomery, Brandi	Approved	1/12/2023 - 2:58 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $1,000,000.00 in the General Fund Unassigned Fund Balance (Fund 1000) be transferred to Capital Improvement Fund (Fund 2000); Capital Project # C0826 Civic Center-New Parking Facility.

ADOPTED:

_____

CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:1/24/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Gregory and Mayor Stimpson

Purpose and Scope of Project:

To provide boundary and topographic surveys at the new MPD Mounted Unit site

Amount of Contract:

$28,400.00

Funding Source

Project # Police Department Mounted Unit - Surveying Services PD-053-22	**Discretionary Funds**
Project String C0634 Mounting Unit-New Training Ctr (20002000-42200)	**Contract Number:**4239
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PD-053-22 Police Department Mounted Unit - Surveying Services	Cover Memo	1/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	1/6/2023 - 3:52 PM
Capital	Rhodes, Brenda	Approved	1/6/2023 - 4:51 PM
Legal	Kern, Chris	Approved	1/11/2023 - 11:54 AM
Mayors	Montgomery, Brandi	Approved	1/12/2023 -

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember Gina Gregory

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

Name of Company:	WATTIER SURVEYING, INC.
Project Name:	POLICE DEPARTMENT MOUNTED UNIT – SURVEYING SERVICES
Project Number:	PD-053-22
Amount:	$28,400.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0634 – MOUNTING UNIT-NEW TRAINING CTR

CAPITAL PROJECT #: C0634 (20002000-42200) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PD-053-22

CONTRACT AMOUNT: $28,400.00

PROJECT DESCRIPTION: TO PROVIDE A BOUNDARY SURVEY & A TOPOGRAPHIC SURVEY FOR NEW MOBILE POLICE DEPARMENT MOUNTED UNIT FACILITY (6189 MOFFETT ROAD).

VENDOR NAME: WATTIER SURVEYING, INC.

VENDOR NUMBER: 281928

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 ___ NO X ; 5% of the 1st 50% ___ or

If different, indicate special rate _____

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

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

Prepared by: Katie Cassil – Secretary III **Date:** 1/06/2023

CITY OF MOBILE

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

This Agreement made and entered into this _____.

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

And the **Consultant**: WATTIER SURVEYING, INC.
Professional Land Surveyors
4318 Downtowner Loop North, Suite H
Mobile, Alabama 36609

City of Mobile Business License No.: 079286

Secretary of State Registration No.: 000-250-552

For the following **Project**: Police Department Mounted Unit
Surveying Services
6189 Moffett Road
Mobile, Alabama 36618

Project Number: PD-053-22

The Owner and Consultant agree as set forth below:

1.1 **CONSULTANT'S SERVICE**

1.1.1 The Consultant's services consist of those described herewith and as outlined in the Consultant's Proposal for a sum not to exceed TWENTY-EIGHT THOUSAND FOUR HUNDRED AND 00/100 Dollars ($28,400.00).

1.1.2 The Consultant's services shall be as stated in the attached Fee Proposal dated December 15, 2022, respectively.

1.1.3 The Consultant shall provide professional services as set forth in this Agreement. The Consultant represents that it is properly licensed in the jurisdiction where the project is located to provide services required by this Agreement, or shall cause such services to be performed by appropriately licensed professionals. As a licensed professional the Consultant shall affix to all appropriate documents his or her "Professional Seal".

1.1.4 If Additional Services are required due to circumstances beyond the Consultant's control, the Consultant shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Consultant's notice shall include a description

of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

2.1 OWNER/CONSULTANT REPRESENTATIVES

2.1.1 The Owner Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Consultant is the Owner Representative.

2.1.2 CONSULTANT IN CHARGE

Firm Name:	Wattier Surveying, Inc.
Address:	4318 Downtowner Loop North, Suite H, Mobile, Alabama 36609
Phone Number:	(251) 342-2640
Email address:	mark@wattiersurveying.com
Name:	Mark A. Wattier, PLS, President
License No.:	PLS20364

3.1 GENERAL REQUIREMENTS

3.1.1 The Consultant shall deliver the Work complete within: Twenty (20) working days from the date of the written Notice to Proceed. Deliverables shall be Three (3) sets of original sealed Documents, along with Electronic Digital Format files for all documents, Word format documents and drawings and other applicable documents in AutoCAD format.

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

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

3.1.4 INDEMNIFICATION

The Consultant shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a sub-consultant or supplier that is committed by Consultant or the Consultant's agent, Consultant under contract, or other entity for which Consultant is legally liable. Consultant shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by Consultant or its agents covered by Consultant's policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires Consultant to procure and maintain professional liability insurance

that satisfies the named requirements. Consultant shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Consultant's liability, or in proportion to the extent Consultant participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require Consultant to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

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

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

3.1.7 The Consultant shall maintain insurance in accordance with Section 4.1, Insurance. If the Certificate of Insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence Consultant's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement.

3.1.8 Payments will be made to the Consultant in accordance with the attached Consultant's Proposal dated December 15, 2022.

4.1 **INSURANCE**
For the term of this Agreement, Consultant shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall be endorsed to name the City of Mobile as an additional insured,*** and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. **Workers' Compensation/Employer's Liability**
Regardless of any "minimum requirements" of the State of Alabama, Consultant shall obtain Workers' Compensation insurance covering all workers involved in the Project and Employer's Liability insurance. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy.

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

2. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 Each Accident
Bodily Injury by Disease	$1,000,000 Policy Limit

Bodily Injury by Disease $1,000,000 Each Employee

3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. **Commercial General Liability Insurance**

Consultant shall also obtain Commercial General Liability coverage (occurrence form) including coverage for products/completed operations, independent Consultants, and blanket contractual liability, specifically covering the obligations assumed by Consultant with the following minimums:

1. $1,000,000 Each Occurrence (combined single limit for bodily injury and property damage)

2. $2,000,000 Products/Completed Operations aggregate

3. $1,000,000 Personal and Advertising Injury per person/organization

4. $2,000,000 General Aggregate Limit per Project

C. **Automobile Liability Insurance**

Consultant shall also obtain a minimum of $1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(If Consultant does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)*

D. **Commercial Umbrella Liability Insurance**

Consultant shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions *(if required)* policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. Umbrella limits shall be at least $2,000,000 per line of coverage.

E. **Professional Liability Insurance**

1. Projects $0 - $1,000,000 $1,000,000/$2,000,000 annual aggregate

2. Projects over $1,000,000 to be determined by Owner

F. **Certificates of Insurance**

The standard ACORD format shall be provided. The policy endorsements listed in this section are required and must be listed in the "Description of Operations" box on the Certificate of Liability Insurance or listed **separately** on an attachment to the Certificate of Insurance *(ACORD 101, Additional Remarks Schedule).*

Consultant and/or any Subconsultants shall provide City of Mobile with valid certificates of insurance (standard ACORD format) within ten (10) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Consultant/Subconsultant's Commercial General Liability Policy. Policies must be issued by companies with an A.M.

Best rating of A-VII or better. All deductibles or Self-Insured Retentions for each policy shall not exceed $5,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Consultant shall ensure that each Subconsultant complies with the terms of this Section.

G. **Additional Insureds**

These liability policies shall endorse City of Mobile as an **Additional Insured**. Coverage for City of Mobile and their officers, directors, and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the Consultant, Owner et al. as an additional insured. Additionally, Consultant agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

City of Mobile
P.O. Box 1827
Mobile, AL 36633

H. **Insurance Requirement for Subconsultants**

Consultant shall ensure that its Subconsultants of any tier shall procure and maintain insurance that complies with the requirements set forth in this Agreement, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the Subconsultants entering the site.

I. **Cancellation**

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Consultant/Subconsultant shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of

said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

J. **Waiver of Subrogation**

Consultant shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Consultant shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

K. **Professional Errors and Omissions**

If "Professional" services are rendered in this service contract, then minimum coverage limits of $1,000,000 each claim and Policy Aggregate, an Extended Discovery period to apply for at least two (2) years after Consultant's work is accepted by City of Mobile and a deductible not to exceed $10,000, for which Consultant will remain solely responsible for, shall apply. OPTION- If the Self-Insured Retention (SIR) exceeds $10,000, then City of Mobile shall have the right to review the Consultant's most recent Audited financial statement.

"Claims-made" policies shall carry a retroactive date prior to the effective date of this project. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, or any other circumstance that triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this project, then Consultant shall purchase a SERP with a minimum reporting period of not less than two (2) years. The requirement to purchase a SERP shall not relieve the Consultant of the obligation to provide replacement coverage.

5.1 CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Consultant's Proposal as accepted by the City, and other documents listed in the Agreement, all of which form the Contract and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement);
2. Consultant Proposal, dated December 15, 2022;
3. Certificate of Insurance with Endorsements;
4. State of Alabama Business Entity Record;
5. E-Verify Enrollment Documentation

5.2 **TERMINATION OF CONTRACT**

The Owner or Consultant may terminate the contract upon thirty (30) days written notice. Notice from the Owner shall be mailed to the address provided by the Consultant on this form. Notice to the City shall be addressed to the Architectural Engineering Department, 205 Government Street, 5th Floor South Tower, Mobile, Alabama 36633. The City shall not be liable for payment to the Consultant for lost profit or damages as the result of its termination of the contract.

6.1 **DISPUTE RESOLUTION**

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

B. This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

7.1 **NON-DISCRIMINATION**

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

B. Consultants shall abide by provisions of Mobile Ordinances No. 02-050 which prohibits discrimination in employment by Consultants and Sub-Consultants performing work for the City of Mobile.

8.1 **IMMIGRATION LAWS**

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

9.1 **NON-ASSIGNMENT**

Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

10.1 **FORCE MAJEURE**

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of

this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

11.1 **PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES**

By signing this contract, the Consultant further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

12.1 **SEVERABILITY CLAUSE**

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

13.1 **NON-AGENCY CLAUSE**

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with fully authority and the Consultant by such duly authorized officers or individuals as may be required by law.

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

OWNER: City of Mobile

_____
Signature

William S. Stimpson, Mayor
Printed Name and Title

Legal Name of Party to Contract:
CONSULTANT: Wattier Surveying, Inc.

Mark A. Wattier
Signature

Mark A. Wattier, PLS, President
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

_____
City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared MARK WATTIER as PRESIDENT of WATTIER SURVEYING, INC. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of WATTIER SURVEYING, INC.
Sworn to and subscribed for me this 28 day of DECEMBER 2022.

Patrick Kennedy
PATRICK KENNEDY
NOTARY PUBLIC
My Commission Expires: 02/26/2024

PATRICK KENNEDY
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES FEB. 26, 2024

WATTIER SURVEYING, INC.

PROFESSIONAL LAND SURVEYORS

December 15, 2022

Mr. David Cordingly
Architectural Engineering Department
City of Mobile
PO Box 1827
Mobile, AL 36633-1827

Re: MPD Mounted Unit Facility - 6189 Moffett Road; Mobile, AL
Boundary & Topographic Survey – 34± Acres

Dear Mr. Cordingly

Thank you for the opportunity to provide a proposal for Surveying Services for the above referenced project. We have reviewed the project site and propose the following Survey Scope and Fee:

Survey Scope:

A Boundary Survey will be provided to determine the location of all property lines and road right-of-way lines which abut the survey limits shown on the attached site map. The Boundary Survey will identify the property corner markers and all property lines/right-of-way lines with bearings and dimensions.

A Topographic Survey will be provided which will show all visible improvements within the survey limits including buildings, roadways, curb lines, sidewalks, parking, fences, drainage swales & ditches, drainage inlets & pipe, above ground utilities, below ground utilities marked by others or as shown on as-built plans, trees 12" dbh & larger, 1' contour lines and spot elevations. The topographic survey limits will include the area outlined in blue on the attached site map. The survey limits will extend to the north side of the southernmost lane on Moffett Road and will extend to the centerline of Magnolia Grove Parkway. If it is determined that sanitary sewer for the proposed site will be connected to the existing sewer force main located on the north side of Moffett Road then a 100' wide corridor will be surveyed, from the south side of Moffett Road to the north side of Moffett Road, in the area where the sewer line connection will be installed.

Fee: Not to Exceed $28,400

The schedule for completing the work will depend upon our workload at the time of receipt of the Notice to Proceed. At this time, we anticipate completion of the survey within 20 working days of NTP. We will submit one invoice for the total amount due at the time of delivery of the completed survey.

Let me know if you have any questions about this proposal.

Sincerely
Wattier Surveying, Inc.

Mark A. Wattier

Mark A. Wattier, PLS
President

4318 Downtowner Loop North, Suite H; Mobile AL 36609
(251) 342-2640

City of Mobile GIS Department

Alabama Secretary of State

Wattier Surveying, Inc.	
Entity ID Number	000 - 250 - 552
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	12/29/2006
Registered Agent Name	WATTIER, MARK
Registered Office Street Address	6420 MIDDLE RING COURT MOBILE, AL 36608
Registered Office Mailing Address	Not Provided
Nature of Business	LAND SURVEYING
Capital Authorized	$20
Capital Paid In	---
Incorporators	
Incorporator Name	WALSH, KERRY
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	12/29/2006 Certificate of Formation 2 pgs.

Browse Results New Search

Company ID Number: 507703

Approved by:

Employer Wattier Surveying, Inc.	
Name (Please Type or Print) Mark A Wattier	Title
Signature Electronically Signed	Date 02/21/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/21/2012

Company ID Number: 507703

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Wattier Surveying, Inc.
Company Facility Address	4321 Downtowner Loop North Suite 201 Mobile, AL 36609
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	208218708
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/14/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Platinum Global Insurance Agency, Inc 162 Lighthouse Point Slidell, LA 70458	CONTACT NAME: Harper Kranz PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: harper@pglobalins.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Travelers Property Casualty Company of America
INSURED Wattier Surveying 4318 Downtowner Loop North, Suite H Mobile, AL 36609	INSURER B : The Hartford Ins. Co.
	INSURER C : Lloyds
	INSURER D : American Alternative Insurance Corporation
	INSURER E :
	INSURER F :

COVERAGES — CERTIFICATE NUMBER: — REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X		68G-008R77328A	1/15/2022	1/15/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X		BA-8R774921	1/15/2022	1/15/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	X		CUP-9P785046 following form	1/15/2022	1/15/2023	EACH OCCURRENCE AGGREGATE	$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		21WECAF3RJN	1/26/2022	1/26/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	E&O with limits			ANE4370080.22	1/29/2022	1/29/2023	Aggregate	2,000,000
D	Drone			9030858-1	11/5/2022	11/5/2023	Aggregate	2,000,000

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

PD-053-22 Police Department Mounted Unit Facility
City of Mobile is Included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability as required by written contract. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance lo force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor c City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability as required by written contract. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile 205 Government Street P.O.Box 1827 Mobile, Alabama 36633	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

ACORD 25 (2016/03)

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AGENDA ITEM SUMMARY SHEET

Agenda of:1/24/2023

Submitted by:

Marybeth Bergin, Traffic Engineering Department

Sponsored by:

Mayor Stimpson and William Carroll, Council District 2

Purpose and Scope of Project:

Engineering design services with Overstreet and Associates, PLLC to perform engineering design services for pedestrian improvements on Water Street at Beauregard Street. Project includes design of sidewalks and ramps and associated pedestrian signals at the intersection.

Amount of Contract:

$32,000

Funding Source

Project # Water St Pedestrian Improvements (C0385) **Discretionary Funds**

Project String 20002000.48010 **Contract Number:**4242

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Cover Memo	1/9/2023
Contract	Backup Material	1/9/2023
Cap Sum Sheet	Backup Material	1/9/2023
Revised Resolution	Cover Memo	1/9/2023

REVIEWERS:

Department	Reviewer	Action	Date
Traffic Engineering	Bergin, Marybeth	Approved	1/9/2023 - 10:57 AM
Capital	Rhodes, Brenda	Approved	1/9/2023 - 11:22 AM
			1/12/2023 -

Legal	Kern, Chris	Approved	11:17 AM
Mayors Office	Montgomery, Brandi	Approved	1/12/2023 - 2:56 PM

R E S O L U T I O N

Sponsored by: Councilmember Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile, and the company listed below; for the engineering design services associated with the pedestrian improvements on Water Street at Beauregard Street, 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:	Overstreet and Associates, PLLC
Project Name:	Water Street Pedestrian Improvements
Project No.:	2023-2060-04
Amount:	$32,000.00

Adopted:

_____

City Clerk

PEDESTRIAN CROSSING IMPROVEMENTS FOR THE INTERSECTION OF BEAUREGARD STREET AND WATER STREET

PROJECT NO. 2023-2060-04

ENGINEER:
OVERSTREET AND ASSOCIATES, PLLC

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this _____day of _____, 2023, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **Overstreet and Associates, PLLC** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **Overstreet and Associates, PLLC.**

INSPECTOR - An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

NOTICE TO PROCEED - A written notice to proceed issued by the TRAFFIC ENGINEER either for the Preliminary Design & Investigation Phase, the Design Phase, Pre-Bid to Pre-Construction Phase, and/or the Construction Phase as set out in Section III.

DESIGN CONSTRUCTION COST ESTIMATE – The estimated construction cost of the PROJECT as shall be determined by ENGINEER pursuant to Section III. A. herein.

PROJECT – Pedestrian Crossing Improvements for the Intersection of Beauregard Street and Water Street, City of Mobile Project No. 2023-2060-04. This is for engineering design of pedestrian improvements for the intersection of Beauregard Street and Water Street. (See Exhibit A for approximate locations). **The professional engineering design services may include design and preparation of plans, specifications, cost estimates, bid documents as directed by the TRAFFIC ENGINEER.**

PROJECT ENGNEER – A registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER.**

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the CITY ENGINEER.

TRAFFIC ENGINEER - That person designated by the CITY as TRAFFIC ENGINEER or his appointed assistant.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the TRAFFIC ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the TRAFFIC ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the TRAFFIC ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work is divided into the following Phases:

1. Preliminary Design Phase
2. Design Phase

A. PRELIMINARY DESIGN PHASE

The ENGINEER shall prepare and submit a conceptual site plan. The plan will show the proposed concept for the PROJECT on aerial photography for conceptual review and acceptance prior to proceeding with detailed design plans.

B. DESIGN PHASE

1. General

a. Should the TRAFFIC ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the TRAFFIC ENGINEER to provide a status report of design and progress at each meeting. These meetings shall continue until the construction bid date.

b. Requirements under this task shall include all work necessary to provide all surveys, right-of-way maps and legal descriptions, plans, drawings, specifications, cost estimates, and other documents necessary for the advertisement of bids of the final PROJECT

2. Plans and Specifications

The ENGINEER shall prepare and submit detailed plans, specifications, and a Design Construction Cost Estimate as outlined in Section III.A. The CITY will provide available survey and GIS data for use as the basis of design. The contract plans will be completed in detail for all construction, in accordance with the STANDARD SPECIFICATIONS in effect at the time of the final plan submittal.

The CITY will review submittals made during the design period. The purpose and scope of these reviews will be to approve the ENGINEER’s intermediate payments and to determine Agreement compliance for approving fee requests and determining the PROJECT costs. The

ENGINEER shall exercise his professional judgement, skill, care, experience, diligence and professional expertise to prepare plans and specifications with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent engineering judgement or to verify the calculations, assumptions, and engineering judgement employed by the ENGINEER.

a. Plans shall be submitted at three (3) stages of development. TRAFFIC ENGINEER will provide written administrative review comments to the ENGINEER on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the ENGINEER shall submit, in writing, for approval by the TRAFFIC ENGINEER, an explanation of delay. Each submittal shall include the review comments and the ENGINEER's written responses from the previous submittal.

   (1) **60% Design Submittal** (approximately 60% completion) shall be made **Four (4) weeks** after comments from the Preliminary Design Phase are received by ENGINEER. Intersection layout sheets and traffic signalization plan sheets, summary of quantities, and ENGINEER's cost estimate will be submitted.

   (2) **90% Design Submittal** (approximately 90% completion) shall be made **Three (3) weeks** after 60% comments are received by ENGINEER. Updated intersection layout sheets, and all other previously submitted sheets and pertinent and related information required for receipt of bids by the CITY shall be submitted at this point.

   (3) **100% Design Submittal** (Issued for Bid Package) shall be made **Three (3) weeks** after 90% comments are received by ENGINEER. Final Design submittal shall be made after all administrative review comments from the 90% review have been addressed and incorporated into the plans and the complete work is ready for advertisement. A final review shall be made by the TRAFFIC ENGINEER.

b. All plans, specifications and drawings prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.

c. The PROJECT will be designed and constructed in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall provide detailed special provisions for any item that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.

d. Any use of State of Alabama Department of Transportation Standard Drawings in the design of the PROJECT will be referred to on the Title Sheet of the plans.

e. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service for use by the CITY. The CITY shall be provided at least two (2) 11x17 copies and one full size copy of all plans, drawings, electronic files (one copy CADD and one

copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the PROJECT by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, upon request from the CITY, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this PROJECT.

f. ENGINEER deliverables, as specifically provided in this Scope of Work, shall include electronic/computer-aided design and drafting (CADD) files in a format compatible with AutoCAD version 2019. Unless specifically directed otherwise by the CITY prior to execution of this Agreement, electronic files shall be developed based on ENGINEER's standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files used by the CITY. CITY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies upon and incorporates into an electronic file, or other documents, plans and specifications.e. The ENGINEER shall provide construction administration and be in responsible charge of the project.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement..

B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

C. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. Engineer shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

E. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made ***only*** in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the TRAFFIC ENGINEER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit C and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the ENGINEER will be as follows:

    a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Preliminary Design Phase services in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A for the Preliminary Design Phase of this CONTRACT shall be based on hourly rates in Exhibit C and shall not exceed $15,000.00 (Fifteen Thousand Dollars and Zero Cents).

    b. Based on the results of the Preliminary Design Phase review, the ENGINEER shall perform Design Phase services through 60%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through 60% of this CONTRACT shall not exceed $10,200.00 (Ten Thousand Two Hundred Dollars and Zero Cents).

    c. Based on the results of the 60% submittal review, ENGINEER shall perform Design Phase services through 90%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section

III.A through 90% of this CONTRACT shall not exceed $5,100.00 (Five Thousand One Hundred Dollars and Zero Cents).

d. Based on the results of the 90% submittal review, ENGINEER shall complete the 100% design and perform Pre-Bid to Pre-Construction Phase services in accordance with Section III.A and III.B of this CONTRACT. Payment for work performed in Section III.A through 100% Design of this CONTRACT shall not exceed $1,700.00 (One Thousand Seven Hundred Dollars and Zero Cents).

e. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C.

2. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above mentioned PROJECT shall not exceed $32,000.00 (Thirty-Two Thousand Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. INDEMINIFICATION: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable

attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

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

B. INSURANCE – For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

   Professional Liability Insurance including design with the limits not less than $1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

   a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

   b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

   c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:

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

   b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

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

4. Automobile Liability Insurance:

   a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each

accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

   a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

   b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule) .

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

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

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

4. Notice of Cancellation - 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 the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

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

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is City Capital Funds. Said funds are on hand at the time of the contract.

IX. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the ENGINEER represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

X. ANTI-DISCRIMINATION CLAUSE

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

XI. GOVERNING LAW AND VENUE

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

XII. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net. ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

CITY OF MOBILE, A Municipal Corporation

By:_____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print:_____

OVERSTREET & ASSOCIATES

By: F. Jason Overstreet

Print: F. Jason Overstreet

Its: Overstreet & Associates, PLLC.

Address: 161 Lameuse St. Ste. 203

Biloxi, MS 39530

Telephone: 228-967-7137

STATE OF ALABAMA
CITY OF MOBILE

I, Erika Allen, a Notary Public in and for said State and County, hereby certify that F. Jason Overstreet, whose name as President of Overstreet & Associates is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the 28th day of November, 2022.

Erika M. Allen
NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 104931 ERIKA M. ALLEN Commission Expires March 13, 2025 JACKSON COUNTY

My Commission Expires: March 13, 2025

EXHIBIT A:

PROJECT LOCATION

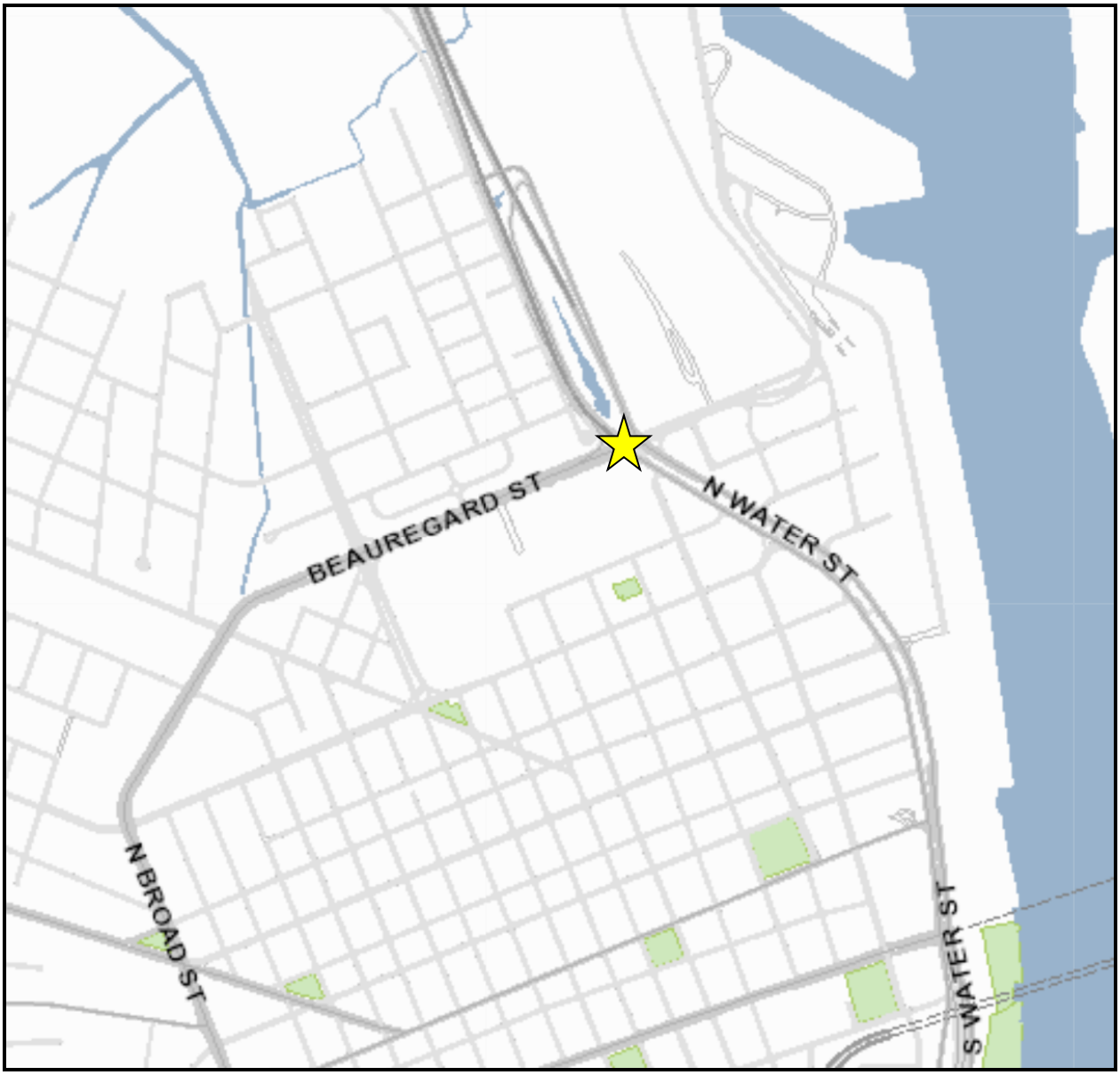


EXHIBIT B:

DETAILED SCOPE OF SERVICES

161 Lameuse St., Suite 203
Biloxi, MS 39530
228-967-7137

OVERSTREET & ASSOCIATES CONSULTING ENGINEERS

1026 Stanton Rd, Suite B
Daphne, AL 36526
251-444-7150

October 10, 2022

To: The City of Mobile
205 Government Street
Mobile, Alabama 36602

Attn: Ms. Jennifer White

Cc: Ms. Marybeth Bergin

RE: **City of Mobile City-Wide Engineering Services**
Overstreet & Associates Proposal Number: 22-006

Ms. White,

In response to our conversations and correspondence, Overstreet & Associates is pleased to provide this proposal for the above referenced project. It is convenient for engineering consultants to claim technical competency as their competitive advantage. However, our team's purpose is to enable the success of our clients. Our niche is adding value and enhancing relationships.

Supervision/Quality Control: All parts of this project shall be performed under the direct supervision of a Licensed Professional Engineer in the State of Alabama and shall be completed in accordance with the current requirements of the State of Alabama Board of Registration for Professional Engineers and Land Surveyors Administrative Code.

Project Description: The purpose of this proposal is to offer professional engineering services within the jurisdictional boundaries of the City of Mobile. The Overstreet & Associates team is well equipped to perform all aspects of civil engineering design and analysis. The specific project, for which this proposal is intended, is the Water Street at Beauregard Street Pedestrian Improvements project. The scope of work includes professional engineering services to design cross walks on the north side of the intersection and pedestrian signalization for the entire intersection. The scope of work will be further defined in the following section.

Scope: Based on previous correspondence and our understanding of the project, Overstreet & Associates shall provide civil engineering design and analysis to develop construction plans for the above referenced project. More specifically, the Scope of Services shall include:

- Traffic Signal plans including quantities for modification of pedestrian features
- Pavement marking and intersection layout plan
- Flashing "Don't Walk" times for the new pedestrian facilities
- Stakeholder coordination and QA/QC oversite

Deliverables: Deliverables shall include:

- Issued for Construction plans in electronic format (pdf and CAD)

- One (1) full size set of Issued for Construction plans
- Other design documents in electronic format (pdf)

Additional hard copies of plans and documents can be made available upon request for the fees contained in the budget section of this proposal.

Overstreet & Associates will prepare and submit the required plans and documentation but cannot guarantee approvals or permits.

Items to be provided by client:

- Survey of intersection
- Existing signal timing plans and models
- Full signal plans including signal operating plan and intersection quantity sheet (plans dated 2016 if available)

During the scoping meeting held between OA and City Traffic Engineering, it was discussed that survey and updated signal timings will be provided for use in this design. There is no accommodation for additional field services or data collection regarding signal timing.

Exclusions:

- Boundary, topographic, right-of-way, ALTA or any other type of survey
- Environmental services
- Geotechnical engineering and testing
- Construction Engineering & Inspection
- Engineering design outside of the scope of work identified above
- Traffic Study and data collection

Additional Alternate Services:

- N/A

Budget: Overstreet & Associates estimates the budget to complete the above scope as follows:

Engineering and Design Services

1. Preliminary Engineering	Hourly
2. Traffic Signalization Plans	$6,350
3. 100% Intersection Improvement Plans	$10,650
Engineering and Design Services Estimated Fee	**$17,000**

Water St at Beauregard Pedestrian Improvements Not-to-Exceed	**$17,000 + Hourly**

Reimbursable Expenses

1. Printing and reproduction	
a. 22”x34” Black and White	$3.00 per sheet
b. 22”x34” Color	$5.50 per sheet
c. 8.5”x11” Black & White	$0.15 per sheet
d. 8.5”x11 Color	$0.50 per sheet

2.	Client requested meetings and/or inspections	T&E per Exhibit B
3.	Bid Documents, Project Letting, and Administration	T&E per Exhibit B
4.	Construction Engineering and Inspection	T&E per Exhibit B
5.	[2]Mileage	Current IRS rate
6.	[2]Out of town travel (transportation and accommodations)	N/A
7.	BMP/QCI Inspections	N/A
8.	[3]Permit, submittal, or review fees	Cost + 15%

[2]Mileage and Out of Town Travel only applies to projects located more than 50 miles from OA Alabama office location

[3]Permit fees are not included in the Not-to-Exceed budget. However, OA will pay for application, review, and/or permit fees if directed in writing by the client. The cost of such services will be reflected on the next invoice and will be on a cost + 15% basis.

Preliminary Engineering is intended to mean a conceptual site plan. This single page plan will be submitted to the City for their review and comment. Revisions will continue to be made on an hourly basis (refer to Exhibit B for rates) until such time the plan is accepted by the City. Once accepted by the City, the plan will be considered final, and the basis for design moving forward. Changes made to the plan, at the request of the client after acceptance of the preliminary plan, will be considered additional services and billed on an hourly basis, per Exhibit B.

Our estimated fees include all manpower, material, and all other items necessary to complete this project. This proposed fee does not include cost for governmental reviews, submittal fees, applications and hearings, or title, easement, or deed research, other than specifically referenced above.

Schedule: Based upon our current workload and project backlog, O&A is prepared to begin work within two weeks of receiving the Notice to Proceed. The anticipated duration of the above scope of services is eight weeks, and dependent on availability of information to be provided by the client, weather, latent conditions, and jurisdictional review times. The estimated commencement and project duration are for informational purposes only. They should not be interpreted or considered as binding, or a condition of contract fulfillment.

Project Cost: The Alabama Board of Registration for Engineers and Land Surveyors Administrative Code, Chapter 330-X-14, Professional Conduct, Section 330-X-14-.05, Paragraph E prohibits Land Surveyors and Engineers from participating in a competitive bid process. Please be advised: The price quoted herein is not to be considered a bid. Revisions to the above scope can be revised at the client's direction and will be reflected in the estimated fees.

We have identified three elements that make Overstreet & Associates more than just an engineering consultant:

- Our purpose is to enable your success.
- We are devoted to the continuous improvement of our team.
- We understand your business and reflect that in our scope of work.

Overstreet & Associates has been empowering the success of our clients since opening our doors in 2018. We take the time to build relationships with our clients and understand what success means to them. Our

proven process for a successful project is to understand your business, establish expectations, and develop the scope. We then execute a project-specific plan, closely monitor, and adjust as the project progresses.

Contractual Considerations: Overstreet & Associates will only engage in the activities identified in the scope of services. Overstreet & Associates will not be involved in obtaining any permits, performing site inspections (other than those specifically included in this contract), preparing other surveys or plans, or any other activity not specifically set forth above. Once executed by the client, this letter (including Exhibits A and B) will be considered a binding contractual agreement between Overstreet & Associates and the City of Mobile to perform the above scope of services, and, in return, be compensated in the amount indicated above by the City of Mobile, or its authorized representative.

If the above detailed scope and fee is agreeable, please sign and email the executed agreement to jay@overstreeteng.com.

We appreciate your consideration of Overstreet & Associates for this project, and we look forward to working with you on this and future projects. If you have any questions or require additional information, please do not hesitate to call.

Sincerely,

Overstreet & Associates, PLLC

JAY BROUGHTON, PE
VP of Engineering/Alabama Area Manager
Overstreet & Associates, PLLC
251.444.7150 (Office)
251.610.8966 (Mobile)
Daphne | Biloxi | Pascagoula

EXHIBIT C:

ENGINEER'S SUMMARY OF HOURLY RATES

161 Lameuse St., Suite 203
Biloxi, MS 39530
228-967-7137

OVERSTREET & ASSOCIATES CONSULTING ENGINEERS

1026 Stanton Rd, Suite B
Daphne, AL 36526
251-444-7150

OVERSTREET & ASSOCIATES, PLLC
2022 STANDARD HOURLY RATES SCHEDULE

Position	Hourly Bill Rate
Principal	$185
Professional Engineer V	$165
Professional Engineer IV	$160
Professional Engineer III	$145
Professional Engineer II	$135
Professional Engineer I	$125
Engineering Intern III	$120
Engineering Intern II	$105
Engineering Intern I	$95
Senior Project Manager	$125
Engineering Technician III	$85
Engineering Technician II	$80
Engineering Technician I	$70
CADD Technician III	$95
CADD Technician II	$85
CADD Technician I	$75
Project Technician	$75
Administrative/Clerical	$65
RPR (Inspector) III	$90
RPR (Inspector) II	$82.50
RPR (Inspector) I	$75
Construction Project Manager	$105
Professional Land Surveyor	$120
Senior Survey Crew Chief	$90
Survey Project Manager	$100
Survey Technician II	$75
Survey Technician I	$60
Survey Crew III	$175
Survey Crew II	$130
Survey Crew I	$110
Survey with RTK GPS Equipment	$30
GIS Intern	$55

EXHIBIT D:

INSURANCE CERTIFICATIONS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/17/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BXS Insurance 760 Howard Avenue 2nd Floor Biloxi MS 39530	**CONTACT NAME:** Lisa Joiner **PHONE (A/C, No, Ext):** 228-436-5038 **FAX (A/C, No):** 228-256-8908 **E-MAIL ADDRESS:** lisa.joiner@bxsi.com
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A :** Continental Casualty Company — 20443 **INSURER B :** American Casualty Company of Reading, PA — 20427 **INSURER C :** Underwriters at Lloyd's London — 32727 **INSURER D :** **INSURER E :** **INSURER F :**
INSURED OVER&AS-01 Overstreet & Associates PLLC 161 Lameuse Street Biloxi MS 39530	

COVERAGES **CERTIFICATE NUMBER:** 1314571909 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y		B6024886515	7/10/2022	7/10/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EPLI	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 10,000
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	B6024886515	7/10/2022	7/10/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	6080681804	7/10/2022	7/10/2023	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC6624887342	7/10/2022	7/10/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Engineers Professional Liability			ANE489137022	7/10/2022	7/10/2023	Each Claim Annual Aggregate Retention	1,000,000 1,000,000 2,500

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

Project: Pedestrian Crossing Improvements for the Intersection of Beauregard Street & Water Street

Certificate Holder is included as an Additional Insured with respects to General Liability, Auto Liability and Umbrella when required by written contract. Waiver of Subrogation is included with respects to General Liability, Auto Liability, Umbrella and Workers' Compensation when required by written contract. Primary & Non-Contributory in favor of the certificate holder with respects to General Liability when required by written contract. 30 Day Notice of Cancellation will be given to the certificate holder if required by written contract to receive such notice with the exception of Non-Payment of premium in which 10 days notice will be given.

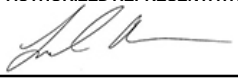
CERTIFICATE HOLDER

City of Mobile
205 Government Street
Mobile AL 36602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSUREDS/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.

EXHIBIT E:

E-VERIFY AFFIDAVIT, DBE UTILIZATION REPORT AND SUBCONTRACTING AND MAJOR SUPPLIER PLAN

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared F. Jason Overstreet (affiant) who, being duly sworn says as follows:

President/CEO of Overstreet & Associates, PLLC. (OA)

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for OA that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said OA is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 1336140.

F. Jason Overstreet

CEO of Overstreet & Associates, PLLC.

Sworn to and subscribed before me this the 28th day of November, 2022.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Erika M. Allen

Signature and Seal of Notary Public

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 104931
ERIKA M. ALLEN
Commission Expires
March 13, 2025
JACKSON COUNTY

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance
DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: F. Jason Overstreet

SIGNATURE: F. Jason Overstreet, President (Title) 11/28/2022 (Date)

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

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

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

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

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Overstreet & Associates, PLLC.
Address	161 Lameuse St. Suite 203 Biloxi, MS 39530
Telephone	228-967-7137
E-Mail	contactA@overstreeteng.com

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 18 Female 4 Minority _____ Non-minority _____ SDVO _____ Total #of Employees 22

Subcontractor/Major Supplier Plan submitted by:

Printed Name: F. Jason Overstreet

Signature: F. Jason Overstreet Date: 11/28/2022

Title: President

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

Name: _____ Title: _____

Email: _____ Phone: _____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by: Overstreet and Associates, PLLC.

Please Print Company Overstreet & Assoc Your Bid/Proposal Amount $_____ Date:

11 / 28 / 2022 Description Water St. @ Beauregard Pedestrian Improvements

Name of Bidder/Proposer: Overstreet and Associates, PLLC

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
Kiser Traffic and Engineering	601-720-0262	Traffic Engineering/Consulting			No	
CKC Engineering	601-259-0172	Signalization Design			No	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Overstreet & Associates, PLLC.

Contact Person: Jay Broughton Phone (251) 610-8966 Email jay@overstreeteng.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
	N/A	**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	N/A	**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
	N/A	**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.
	N/A	**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.
	N/A	**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.)
	N/A	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	N/A	**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.

	N/A	**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	N/A	**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.
	N/A	**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. _____

_____

_____

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Water St Pedestrian Improvements

PROJECT # C0385 **DATE OF RECEIPT** _____

PROJECT DESCRIPTION Engineering design services for pedestrian improvements at the intersection of Water St and Beauregard St

CONTRACT AMOUNT $32,000

VENDOR NAME Overstreet and Associates, PLLC

VENDOR NUMBER 297123

DEPT # 2060 **DEPT NAME** Traffic Engineering

CONTRACT ADMINISTRATOR Jennifer White

Please Select by circling one (Type):

Architectural (Engineering) Testing Professional Services

Construction (Unit Price)* Construction** Non Contractural Performance

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: Marybeth Bergin **Date 1/9/2023**

R E S O L U T I O N

Sponsored by: William S. Stimpson, Mayor
William Carroll, Council District 2

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile, and the company listed below; for the engineering design services associated with the pedestrian improvements on Water Street at Beauregard Street, 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:	Overstreet and Associates, PLLC
Project Name:	Water Street Pedestrian Improvements
Project No.:	2023-2060-04
Amount:	$32,000.00

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/24/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Jones and Mayor Stimpson

Purpose and Scope of Project:

To provide consulting services for a new entrance and lighting improvements at Medal of Honor Park

Amount of Contract:

$221,665.75

Funding Source

Project # Medal of Honor Park - Park Entrance and Amphitheater Improvements PR-001-23 — **Discretionary Funds**

Project String C0789 CIP PK MOH ENTRANCE AMPITH LIGHTS (20002000-42200) — **Contract Number:**4263

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PR-001-23 Medal of Honor Park - Park Entrance and Amphitheater Improvements	Cover Memo	1/11/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	1/11/2023 - 3:42 PM
Capital	Rhodes, Brenda	Approved	1/11/2023 - 5:06 PM
Legal	Kern, Chris	Approved	1/12/2023 - 10:57 AM

Mayors Office	Montgomery, Brandi	Approved	1/12/2023 - 11:01 AM

RESOLUTION

2022

Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

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

Name of Company:	KIMLEY-HORN AND ASSOCIATES, INC.
Project Name:	MEDAL OF HONOR PARK – PARK ENTRANCE AND AMPHITHEATER IMPROVEMENTS
Project Number:	PR-001-23
Amount:	$221,665.75

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0789 – CIP PK MOH ENTRANCE AMPITH LIGHTS

CAPITAL PROJECT #: C0789 (20002000-42200) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-001-23

CONTRACT AMOUNT: $221,665.75

PROJECT DESCRIPTION: TO PROVIDE CONSULTING SERVICES FOR A NEW ENTRANCE AND LIGHTING IMPROVEMENTS AT MEDAL OF HONOR PARK (1711 HILLCREST ROAD).

VENDOR NAME: KIMLEY-HORN AND ASSOCIATES, INC.

VENDOR NUMBER: 295376

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: Katie Cassil – Secretary III **Date:** 1/10/2023

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)

Kimley-Horn and Associates, Inc.
11 North Water Street, Suite 9290
Mobile, Alabama 36602
(The parties note that the term "Architect" is used for convenience and is not descriptive of the services provided hereunder by Kimley-Horn and Associates)

City of Mobile Business License No.: 108248
Secretary of State Registration No.: 000-853-991

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

Medal of Honor Park – Park Entrance and Amphitheater Improvements
1711 Hillcrest Road
Mobile, Alabama 36609
PR-001-23
For the design and observation construction of improvements to the entrance intersection, amphitheater improvements, new sod on athletic field A and new lights at softball fields C & D and tennis courts.

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.

Init.
/

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User Notes:
(2003067514)

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2 ARCHITECT'S RESPONSIBILITIES

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9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

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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 for Medal of Honor Park – Park Entrance and Amphitheater Improvements 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.)

As provided in the consultant's fee proposal dated October 24, 2022, respectively.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

For improvement designs to Medal of Honor Park, as outlined in the Consultant's fee proposal.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

The estimated cost of construction at Medal of Honor Park is One Million, Seven Hundred Thousand and 00/100 Dollars ($1,700,000.00).

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

Init. /

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User Notes: (2003067514)

.1 Design phase milestone dates, if any:

Thirty percent (30%), sixty percent (60%), and ninety percent (90%) completions.

.2 Construction commencement date:

Immediately upon receipt of written Notice to Proceed

.3 Substantial Completion date or dates:

Within two hundred forty (240) days from the Notice to Proceed.

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Director of Real Estate Asset Management
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors, as required, and if not expressly included as a reimbursable expenses provided by the Architect's Fee Proposal, Exhibit A:
(List name, legal status, address, and other contact information.)

.1 Surveyor:

N/A

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User Notes: (2003067514)

.2

(Paragraphs deleted)

Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Brock A. Jones, PE, Project Manager
Kimley-Horn and Associates
11 North Water Street, Suite 9290
Mobile, Alabama 36602
brock.jones@kimley-horn.com
(850) 748-3276

§ 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 Architect:

Watermark Design Group, LLC
2970 Cottage Hill Road #200
Mobile, Alabama 36606
(251) 344-5515

.2 Electrical Engineer:

Dell Consulting LLC
813 Downtowner Boulevard
Mobile, Alabama 36609
(251) 316-0015

.3 Surveyor:

McCrory and Williams
3207 International Drive
Mobile, Alabama 36606
(251) 476-4720

(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)

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User Notes: (2003067514)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals, and shall affix a seal representing such licensure to all documents, as required.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.4 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

(Paragraph deleted)

§ 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

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.1 Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

.2 Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

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 and E of the City of Mobile Insurance Requirements attached hereto, 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 and E of the City of Mobile Insurance Requirements attached hereto, 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.

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§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 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.

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§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to applicable, in Architect's determination, architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall assist in the submission of completed construction documents to governmental authorities having jurisdiction over the Project. They shall incorporate any comments and correct any design issues required for permitting approval. Application to City of Mobile permitting department shall be made at no cost to Consultant. Corrections required due to Architect's negligence or other failure to meet its professional standard of care, if any, shall be made as part of Scope of Architect's Basis Services.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also assist in the compiling of a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the technical Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 procuring the reproduction of Bidding Documents.

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.2 using Owner's approved procedures, facilitating the distribution of Bidding Documents to prospective bidders; requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; The Architect shall pay directly for the cost of reproduction, and shall be reimbursed for out-of-pocket reproduction expenses in accordance with Owner's approved procedures.

.3 organizing and conducting a pre-bid conference for prospective bidders, in which the Architect's Consultants shall participate;

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.5 participating in the opening of the bids, and subsequently review bids received, make award recommendations and document and distribute the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, or when the as-built record drawings and all Close-out Documents are delivered to and approved by the Owner, whichever is latest.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, as a representative of the Owner, and the Architect's Consultants, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, neither the Architect nor the Architect's Consultant shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect and the Architect's Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect and the Architect's Consultant shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information

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given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 receive, review and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to assess the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

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(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	N/A
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	N/A
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	Landscape Architect
§ 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

§ 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.

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(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 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.

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§ 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 One (1) 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 twelve (12) 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 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.

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§ 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 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

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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 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

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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

(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, damages, liabilities, whether or not currently due, and related expenses to the extent caused by CONSULTANT's 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 to the extent such defense is covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of

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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:

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

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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 unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Medal of Honor Park:

A. Boundary and Topographic Survey:	$ 40,000.00
B. Basic Design Services:	$155,150.00
C. Permitting Reimbursable Expenses:	$ 7,000.00
D. Permitting NPDES Permit Fee Reimbursable Expenses:	$ 1,592.75
E. Limited Construction Reimbursable Expenses:	$ 17,923.00
F. Total Contract Amount: (not to exceed)	$221,665.75

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.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	ten and a half	percent (	10.5	%)
Construction Documents Phase	seventy-seven	percent (	77	%)
Procurement Phase	two and a half	percent (	2.5	%)
Construction Phase	ten	percent (	10	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

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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.)

.1 The Architect and the Architect's Consultants shall perform Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.

.2 The Architect shall provide the final estimate for construction cost, complete set of drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.

.3 Drawings shall be in AutoCad Version 14 or later. Project manual shall be in Microsoft Word version 97 or later. Estimates to be Microsoft Excel 97 or later. Both should be turned over to Owner at the end of Construction Phase.

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User Notes: (2003067514)

.4 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

a. Proposal for Architectural Services, Exhibit A
b. Insurance Requirements, Exhibit 1
c. Architect's E-Verify Documentation
d. Architect's Subcontracting Plan for Disadvantaged Business Enterprises, Exhibits 3A, 3B, 3C, & 3D

.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:
(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.

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ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGAGING 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.

ARTICLE 18 For the purposes of articles 8.1.6, 8.1.5, 14 and 16 above, the term CONSULTANT shall refer to Architect.

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User Notes:
(2003067514)

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

City of Mobile	Legal Name of Party to Contract-Consultant: Kimley-Horn and Associates
OWNER *(Signature)*	**ARCHITECT** *(Signature)*
William S. Stimpson, Mayor *(Printed name and title)*	David Stricklin, Senior Vice President *(Printed name, title, and license number, if required)*

ATTEST:

City Clerk

STATE OF _____
COUNTY OF _____

Before me, the undersigned a Notary Public in and for said County and State, personally appeared DAVID STRICKLIN as SR. VICE PRESIDENT of Kimley-Horn and Associates, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of _____.
Sworn to and subscribed for me this 3 day of Jan, 2023.

Kristina Lynn Warbington
NOTARY PUBLIC
My Commission Expires: May 7, 2023

KRISTINA LYNN WARBINGTON NOTARY PUBLIC FORSYTH CO., GEORGIA MY COMMISSION EXPIRES MAY 7 2023

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User Notes:

Kimley»Horn

October 24, 2022

Ms. Shannon McIntyre, Project Manager
City of Mobile
Architectural and Engineering Department
205 Government Street
Mobile, AL 36602

Re: Professional Services Proposal for Medal of Honor Park – Park Entrance & Amphitheater Improvements (PR-001-23)

Dear Ms. McIntyre:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to City of Mobile (the "Client") for providing architectural and engineering services for Medal of Honor Park – Park Entrance & Amphitheater Improvements located in Mobile, AL.

PROJECT UNDERSTANDING

The following is our understanding of the project scope:

- The scope of design improvements is based upon prior meetings with City of Mobile staff to determine site programming requirements and includes the following:
  - Design of new entrance to improve vehicular and pedestrian circulation
  - Grading, drainage, and landscaping improvements to the areas between the existing baseball fields.
  - Lighting improvements to baseball fields C and D.
  - Replacement of the tennis court and parking lot lighting with MUSCO LED fixtures
  - Lighting design, ADA improvements, and grading and sod for the existing Amphitheater
  - Grading and sod improvements to the existing football field
- The Construction Documents will be prepared with the understanding that the Project construction will be funded by the City of Mobile. If future funding from State or Federal agencies is acquired and additional Project design modifications and permitting processes are required, these will be considered Additional Services and a mutually agreeable contract amendment will be approved by the Client before proceeding.
- Kimley-Horn will engage McCroy and Williams, a qualified land surveyor licensed in the State of Alabama, to provide site boundary, topographic, utility, and tree survey for the project.
- Kimley-Horn will engage Watermark Design Group LLC to provide architectural design services and construction documentation for the proposed renovations to the Amphitheater.
- Kimley-Horn will engage Dell Consulting LLC to provide Electrical design services and construction documentation for the proposed lighting and electrical improvements.
- The site is not located in the 100-yr FEMA regulated floodplain.
- The site is greater than one acre in size and will require a National Pollutant Discharge Elimination System (NPDES) permit and CBMPP. Any other storm water or water quality permitting will be Additional Services.
- Kimley-Horn assumes the site does not include any historic structures and will not require approval by the Historic Preservation Commission for demolition or construction work to be completed.
- Kimley-Horn assumes the Client will provide all available information such as geotechnical reports, environmental reports, and other relevant information to be used in preparing the construction documents.

Kimley»Horn

SCOPE OF SERVICES

Kimley-Horn will provide the following services based upon preliminary discussions with the Client.

TASK 1 – BOUNDARY & TOPOGRAPHIC SURVEY

Kimley-Horn will engage McCroy and Williams Inc to provide a topographic survey of the project limits to be used in the Construction Documents phase of the Project. The survey will consist of the following:

- Location and description of horizontal and vertical control points.
- Contours at 1-foot intervals
- Spot elevations to be taken on a minimum 25'x 25' grid spacing and at all grade breaks. Spot grades will not be shown on the face of the plat, but data will be provided in the electronic CAD file. The raw point data will also be provided.
- Open gutter, culverts, swales, and ditches located with width and depth.
- Location, elevation, and type of:
  - Adjacent street/road, with centerline
  - Curbs
  - Gutter with storm water inlets
  - Paving, including turn-outs and intersection elevations between pavements and street at turn-outs, if any
  - Buildings, slabs and/or paving and other improvements. Major building corners, particularly at entryways will be included. Finish floor elevation and/or threshold elevations of all buildings at all entryways inside of the project area.
  - Individual trees 6 inches diameter and greater measured at breast height. Common name of trees will be shown.
  - Designated parking stripes and traffic striping
  - Edge of existing landscape
  - Signage
- Any other pertinent, visible, physical improvements lying within the survey limits

TASK 2 – SCHEMATIC DESIGN (SD)

The following professional services will be provided to develop Schematic Design (SD) level documents, based upon the anticipated site programming as defined in the Project Understanding above. This task consists of:

- Kimley-Horn will prepare a base map of the park utilizing topographic survey and aerial imagery. Base map will be used during the production of schematic design drawings.
- Kimley-Horn will produce two (2) Schematic Design alternatives for the proposed entrance improvements. The package will be composed of a series of hand-drawn exhibits to illustrate the proposed improvements to Medal of Honor Park. An overall site plan and site plan enlargements will be included within the SD Package.
- Kimley-Horn and its subconsultants will provide an Opinion of Probable Construction Costs (OPC) for each site programming element as identified in the Project Understanding above. These OPCs will be included within the SD Package for evaluation by the Client to determine if the project scope or design needs to be adjusted before proceeding to the Construction Documents task.
- Kimley-Horn will meet with the Client and Project Team to review the Schematic Design drawings and Opinion of Probable Construction Costs.

DELIVERABLES

- Kimley-Horn will provide the Client with an 11"x17" Schematic Design Package in a PDF format.

TASK 3 – CONSTRUCTION DOCUMENTS (CD)

After Client approval of the Schematic Design documents, Kimley-Horn will prepare the Construction Documents plans, specifications, and an opinion of probable construction costs for the work described in the Project Understanding above.

Kimley-Horn will prepare construction drawings to be submitted to the Client for review and approval at the 30%, 60%, and 90% complete submittal phases. One round of comments from the Client will be addressed for each 30%, 60%, and 90% submittal phase. This set of documents will consist of:

- Cover Sheet and Index - This sheet will contain all relevant project/contact information, as well as general notes and legends.
- Demolition Plan – This plan will identify existing features that are to be demolished and removed or relocated off the project site. No environmental remediation or abatement assessments and considerations shall be provided as part of this scope of services.
- Site Plan - This plan will define proposed improvements including sidewalks, curb and gutter, crosswalks, parking bump-outs, ADA ramps, seating areas, and transition zones to allow proposed improvements to connect to existing park amenities.
- Grading & Drainage Plan - Spot elevations in critical areas, proposed contour lines and limits of disturbance will be shown within the proposed grading plan. Storm drainage pipes shall be sized and specified in accordance with City requirements, and connections to the existing public stormwater system shall be designed. If needed, a detention system will be designed to meet City of Mobile stormwater requirements. No additional public stormwater design or extension beyond the project limits is included in the basic services.
- Erosion Control Plan - Per state and city requirements, Kimley-Horn will develop erosion prevention and sediment control plans. The location and identification of specific erosion prevention and sediment control measures, or Best Management Practices (BMPs) will be delineated within the plans and will include proposed grading and drainage improvements. These measures will be in accordance with State and City requirements. The design guidelines are provided for the Contractor's guidance. Additional measures may be required during various phases of construction.
- Utility Plan – This plan will include plan and profiles of the proposed utility and stormwater improvements as well as standard details.
- Construction Details - This plan will provide details on proposed hardscapes with material callouts, specifications, identification of manufacturer, and local sourcing contacts. Construction details at various scales will be shown to assist in the Client's bidding and construction of the hardscape elements shown.
- Irrigation Plans & Details – These plans indicate the location of sleeves, mainline, lateral lines, heads/rotors, valves, nozzle specifications, quick-coupler locations, and controller equipment. Kimley-Horn will determine the water meter, controller, and backflow preventer location(s).
- Electrical Engineering Design – Kimley-Horn's subconsultant, Dell Consulting LLC, will prepare drawings, specifications, and contract documents for the furnishing of labor, materials, and equipment necessary for the construction of the electrical systems for the Project scope area.
- Architectural & MEP Design - Kimley-Horn's subconsultant, Watermark Design Group LLC, will prepare construction documents in accordance with building codes and zoning ordinances. The architect will coordinate with engineers for mechanical and electrical

systems as needed and will develop drawings and specifications as the architect determines is necessary to construct the project.

DELIVERABLES

- Kimley-Horn will provide the Client with a 24"x36" Construction Document package in a PDF format.
- Technical Specifications will be provided to the Client in 8.5"x11" PDF format

TASK 4 – BIDDING PROCESS

Kimley-Horn will assist the Client with obtaining bids for the construction of the improvements. We will assist the Client with identifying potential contractors to bid on the improvements, will contact those potential bidders, and set up a process to solicit bids in accordance with the requirements specified by the Client. The bidding process shall follow public procurement and public bidding processes. Upon receipt of the bids, Kimley-Horn will review the bids & prepare an analysis and recommendation for award of the bids to the lowest and best bidder. Kimley-Horn and it's subconsultants will assist the Client with preparing a construction contract for the improvements identified in the construction plans.

TASK 5 – PERMITTING

- Kimley-Horn will provide the following permitting services specifically set forth below:
- Prepare land disturbance permit checklist and permit certification
- Prepare the Notice of Intent (NOI) and the Construction Best Management Practices Plan for the NPDES permit from the Alabama Department of Environmental Management (ADEM). The Erosion Control Plans will be incorporated into the submittal to ADEM for the NPDES permit. Kimley-Horn will coordinate with ADEM to address revisions during the review process in order to receive Notice of Coverage (NOC) for the project.

If additional permits beyond those stated above are required, Kimley-Horn will prepare and submit the additional documentation as an Additional Service.

TASK 6 – NPDES PERMIT

This agreement assumes the Client will pay all required submittal, application, and permit fees. The Client shall sign or obtain signatures on all permit forms, as requested by Kimley-Horn, in a timely manner. Direct reimbursable expenses such as express delivery services, permit fees, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client. Actual fees may be less or more than the estimates.

TASK 7 – LIMITED CONSTRUCTION PHASE SERVICES

For this task, Kimley-Horn will provide limited professional construction phase services for the project, as requested by the Client. For this task, Kimley-Horn anticipates the scope to consist of the following:

- *Pre-Construction Conference* - Attend one (1) Pre-Construction Conference prior to commencement of Work at the Site.
- *Clarifications and Interpretations* - Issue clarifications and interpretations of the Contract Documents prepared by Kimley-Horn to the Client as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by the Client.
- *Shop Drawings and Samples* - Review and approve or take other appropriate action with respect to Shop Drawings and Samples and other data, which Contractor is required to submit related to Kimley-Horn design, but only for conformance with the information given in the Contract Documents

and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

- *Change Orders* - Review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- *Bi-weekly site visits* – Kimley-Horn will conduct construction meetings every two weeks at the Medal of Honor Park during construction activities. It is assumed that a total of 12 meetings will take place over the construction period. If additional meetings beyond those stated are required, Kimley-Horn will prepare and submit the additional documentation as an Additional Service.
- QCI – Kimley-Horn will conduct site visits during construction activities to inspect Erosion control, Sediment Control, And Stormwater BMPs. It is assumed that a total of 8 site visits will take place over the construction period.
- *Final Inspection and Punch List* - Upon substantial completion, conduct one (1) observation review of the site and develop a punch list report to identify those items that need to be addressed in order to achieve completion and design intent of the plans prepared by Kimley-Horn. This task could include one (1) punch list observation review, observation report preparation, and one (1) follow-up observation review for compliance.
- *Record Drawings or "As-Built Plans"* – Kimley-Horn will coordinate with the contractor to provide the Client with the final documents and Record Drawings.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope, as well as any changes in the scope by Client request, will be considered additional services and will be performed at our then current hourly rates.

SERVICES NOT INCLUDED

The following list of activities not included is provided for clarity as well as anything not described in the scope of work. Most can be provided upon request as additional services.

- Community Engagement meetings
- Perspective Renderings
- Grant Applications
- Environmental permitting
- Geotechnical services
- Easement acquisition and exhibits
- Bond or Surety coordination
- Rezoning or Entitlement documents
- Geotechnical Engineering
- Traffic Analysis

Information Provided By Client

Kimley-Horn will rely upon the accuracy and completeness of all documents, reports, plans and specifications provided by the Client, the Client's consultants or by others for whom Kimley-Horn is not legally responsible. The Client acknowledges that verifying the accuracy and completeness of such items is not part of the Kimley-Horn's Scope of Services.

Responsibilities of Client

Kimley»Horn

In addition to other responsibilities set out in this Agreement, the Client shall: Allow access to the sites and provide historical operating and maintenance information.

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting the agreed upon schedules identified for each respective evaluation.

Fee and Expenses

Kimley-Horn will complete the above scope of services on a lump sum (not to exceed) fee basis for each respective task. All permitting, application, and similar project fees will be paid directly by the Client.

Base Scope of Services		Fee	Fee Type
Task 1 – Boundary and Topographic Survey	$	40,000.00	Lump Sum
Task 2 – Schematic Design	$	17,218.00	Lump Sum
Task 3 – Construction Documents	$	133,932.00	Lump Sum
Task 4 – Bidding Process	$	4,000.00	Lump Sum
Total	**$**	**195,150.00**	
Reimbursable Services		**Fee**	**Fee Type**
Task 5 – Permitting	$	7,000.00	Lump Sum
Task 6 – NPDES Permit	$	1,592.75	Lump Sum
Task 7 – Limited Construction Phase Services	$	17,923.00	Lump Sum
Total	$	**26,515.75**	

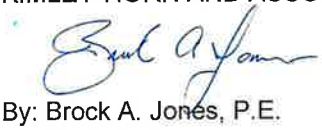
Services requested that are not specifically included will be provided under a new and separate IPO agreement or can be performed on an hourly basis upon written authorization.

Lump Sum fees will be invoiced monthly based upon the overall percentage of services performed. Hourly labor fees and reimbursable expenses will be invoiced monthly based upon fees and expenses incurred. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Brock A. Jones, P.E.
Project Manager

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

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

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1)**, you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Kimley-Horn and Associates, Inc.
Address	11 N. Water Street, Suite 9290 Mobile, AL 36602
Telephone	850-748-3276
E-Mail	brock.jones@kimley-horn.com

RFP/RFQ Solicitation Number	PR-001-23
Project Description	Medal of Honor Park - Park Entrance & Amphitheater Improvements
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 3,444 Female 2,078 Minority 1,277 Non-minority 4,245 Vets 117 Total #of Employees 5,422

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Brock A Jones

Signature: _____ Date: 10/24/2022

Title: Project Manager

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: Brock Jones Title: Project Manager

E-mail:_ Phone: brock.jones@kimley-horn.com (850)748-3276

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # PR-001-23 Your Bid/Proposal Amount $ 220,696.75 Date: 10 / 24 / 2022

Description Medal of Honor Park Entrance and Amphitheater Improvements

Name of Bidder/Proposer: Kimley-Horn and Associates, Inc.

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
McCroy and Williams	251-476-4720	Survey and Permitting	$47,000.00	21.3%	YES	
Dell Consulting	251-316-0015	Electrical Engineering	$21,000.00	9.5%	No	
Watermark Design	251-344-5515	Architect	$10,000.00	4.5%	No	

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone_____ Email_____

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

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

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
		CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

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

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

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

_____

_____

Suggestions or comments to improve this program. _____

_____

Alabama Secretary of State

Kimley-Horn and Associates, Inc.	
Entity ID Number	000 - 853 - 991
Entity Type	Foreign Corporation
Principal Address	421 FAYETTEVILLE STREET STE 600 RALEIGH, NC 27601
Principal Mailing Address	421 FAYETTEVILLE STREET STE 600 RALEIGH, NC 27601
Status	Exists
Place of Formation	North Carolina
Formation Date	02/10/1967
Qualify Date	09/17/1974
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Nature of Business	---
Capital Authorized	
Capital Paid In	

Annual Reports

Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.

Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022

Transactions

Transaction Date	06/14/1977
Registered Agent Changed From	THE CORPORATION COMPANY 200 S LAWRENCE ST MONTGOMERY, AL
Transaction Date	12/17/1981
Principal Office Changed From	1323 BUCK JONES ROAD RALEIGH, NC
Transaction Date	08/08/1983

Kimley-Horn and Associates, Inc.	
Registered Agent Changed From	THE CORPORATION COMPANY ONE COURT SQUARE MONTGOMERY, AL
Transaction Date	03/08/2010
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DRIVE STE 204 MONTGOMERY, AL 36109
Transaction Date	09/17/2012
Principal Mailing Address Changed From	901 JONES FRANKLIN ROAD RALEIGH, NC 27606
Transaction Date	09/17/2012
Principal Office Changed From	901 JONES FRANKLIN ROAD RALEIGH, NC 27606
Transaction Date	11/06/2017
Principal Mailing Address Changed From	PO BOX 33068 RALEIGH, NC 27636
Transaction Date	11/06/2017
Principal Office Changed From	3001 WESTON PARKWAY CARY, NC 27513

Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	06/14/1977 Registered Agent Change 1 pg.
Document Date / Type / Pages	08/08/1983 Registered Agent Change 1 pg.
Document Date / Type / Pages	03/08/2010 Registered Agent Change 1 pg.
Document Date / Type / Pages	09/17/2012 Articles of Amendment 2 pgs.
Document Date / Type / Pages	11/06/2017 Articles of Amendment 2 pgs.

Browse Results New Search

E-Verify

Company ID Number: 21804
Client Company ID Number: 412062

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 Kimley-Horn and Associates, Inc

Barry Barber	Senior Vice President
Name (Please Type or Print)	Title
Barry Barber	5/2/11
Signature	Date

E-Verify Employer Agent Absolute Sterling Infosystems Company

Bruce King	
Name (Please Type or Print)	Title
Electronically Signed	04/29/2011
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:

E-Verify

Company ID Number: 21804
Client Company ID Number: 412062

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 Kimley-Horn and Associates, Inc

Name (Please Type or Print)	Title
Signature	Date

E-Verify Employer Agent Abso - Sterling Infosystems Company

Bruce King Name (Please Type or Print)	Title
Electronically Signed Signature	04/29/2011 Date

Department of Homeland Security – Verification Division

USCIS Verification Division Name (Please Type or Print)	Title
Electronically Signed Signature	05/02/2011 Date

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

Information relating to your Company:

Client#: 238109 KIMLASS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/05/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Greyling Ins. Brokerage/EPIC
3780 Mansell Road, Suite 370
Alpharetta, GA 30022

CONTACT NAME: Jerry Noyola
PHONE (A/C, No, Ext): 770-220-7699 FAX (A/C, No):
E-MAIL ADDRESS: jerry.noyola@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins. Co.	19445
INSURER B : Allied World Assurance Company (U.S.)	19489
INSURER C : New Hampshire Ins. Co.	23841
INSURER D : Lloyds of London	085202
INSURER E :	
INSURER F :	

INSURED
Kimley-Horn and Associates, Inc.
421 Fayetteville Street, Suite 600
Raleigh, NC 27601

COVERAGES CERTIFICATE NUMBER: 22-23 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GL5268169	04/01/2022	04/01/2023	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
	X Contractual Liab						MED EXP (Any one person)	$25,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$1,000,000
	POLICY X PRO-JECT X LOC						GENERAL AGGREGATE	$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY			CA4489663	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			03127930	04/01/2022	04/01/2023	EACH OCCURRENCE	$5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC015893685 (AOS)	04/01/2022	04/01/2023	X PER STATUTE OTH-ER	
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A		WC015893686 (CA)	04/01/2022	04/01/2023	E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Professional Liab			B0146LDUSA2204949	04/01/2022	04/01/2023	Per Claim $2,000,000 Aggregate $2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Project #PR-001-23 - Medal of Honor Park - Park Entrance and Amphitheater Improvements; Brock Jones.
The City of Mobile is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be
(See Attached Descriptions)

CERTIFICATE HOLDER
City of Mobile
P.O. Box 1827
Mobile, AL 36633

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

AUTHORIZED REPRESENTATIVE
Dan H. Collings

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DESCRIPTIONS (Continued from Page 1)

provided to the Certificate Holder. The above referenced liability policies with the exception of workers compensation & professional liability are primary & non-contributory where required by written contract.

AGENDA ITEM SUMMARY SHEET

Agenda of:1/24/2023

Submitted by:

Nick Amberger, PE, Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman Joel Daves

Purpose and Scope of Project:

Approve Appropriation Contract with Mobile County Commission for Hillwood Project 2-10-22(26) CDP 211-2. ($20,000.00)

Amount of Contract:

$20,000.00

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

ATTACHMENTS:

Description	Type	Upload Date
Street Improvements	Cover Memo	1/11/2023
resolution	Cover Memo	1/13/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	1/11/2023 - 2:50 PM
Capital	Rhodes, Brenda	Approved	1/11/2023 - 2:57 PM
Legal	Kern, Chris	Approved	1/12/2023 - 10:49 AM
Mayors Office	Montgomery, Brandi	Approved	1/12/2023 - 11:08 AM

APPROPRIATION CONTRACT
Hillwood Project
2-10-22(26) CDP 211-2

WHEREAS, county governments in the State of Alabama are authorized to expend public funds when a public purpose will be thereby served, and a public benefit provided; and

WHEREAS, county commissions are further authorized to make and enter into such contracts as may be necessary or as may be deemed necessary or advisable by such commissions to build, construct, make, improve and maintain a good system of public roads, bridges, and ferries in their respective counties, whether at their sole expense or in conjunction with other governmental entities; and

WHEREAS, counties and municipalities situated therein may enter into mutual agreements providing for the control, management, supervision, regulation, repair, maintenance, or improvement of public streets or parts thereof lying within the corporate limits of an incorporated municipality; and

WHEREAS, the Mobile County Commission wishes to contribute to the "Hillwood Project", a sidewalk project of the City of Mobile utilizing its Private/Public Sidewalk Protocol for Private Residential Initiative, for the construction by the City of new, ADA-compliant sidewalks and crosswalks along Hillwood Road between Wimbledon Drive East and Old Shell Road in the City; and

WHEREAS, the Mobile County Commission finds and determines that a public purpose will be served thereby;

NOW, THEREFORE, in consideration of the premises and the public purposes to be served hereby, Mobile County, Alabama, a body corporate and politic, acting by and through the Mobile County Commission (the County), and the City of Mobile, Alabama, a municipal

corporation acting by and through its duly authorized Mayor (the City), enter into the following mutual agreement:

1. The County will appropriate for the use of the City the sum of $20,000.00 (the funds) to be paid in one lump sum upon notice from the City that it has advertised for bid the construction of the sidewalks for the Hillwood Project. Said payment shall be paid in fifteen (15) days of the date of said notice and if for any reason the City does not accept the lowest responses from the responsible bidder then the funds shall be remitted back to the County, unless an agreement between the parties states otherwise.

2. The City shall apply the funds to the Hillwood Project, and to no other use or purpose.

3. The City shall promptly advise the County of completion of the Project.

4. The City shall in the performance of this contract comply strictly with all state and federal laws, rules and regulations, and shall specifically assure that no person is subjected to discrimination on the grounds of race, sex, color, national origin or handicap.

5. The City shall be and at all times remain responsible for the construction, control, management, supervision, regulation, repair, maintenance, and improvements of the sidewalks and crosswalks which are a part of the Project.

IN WITNESS WHEREOF, the parties have each caused this instrument to be executed on the date or dates set out below the signature of their duly authorized representative.

ATTEST: **MOBILE COUNTY COMMISSION**

_____ _____

County Administrator Connie Hudson, President

Date: _____

ATTEST: **CITY OF MOBILE, ALABAMA**

Clerk

William S. Stimpson, Mayor
Date:

RESOLUTION

Sponsored by: Mayor William S. Stimpson and Councilman Joel Daves

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $20,000.00 appropriated by the Mobile County Commission for the Hillwood Project 2-10-22(26) CDP 211-2, a sidewalk project in the City of Mobile be accepted and allocated to Hillwood Rd. Sidewalk Project 2023-3005-07.

Mobile County Project Name:	Hillwood Project 2-10-22(26) CDP 211-2
City of Mobile Project Name:	Hillwood Rd Sidewalk Project 2023-3005-07
Amount:	$20,000.00

ADOPTED:

_____

CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:1/24/2023

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to authorize the execution of the Ground Lease and Project Agreement with FDS Mobile AL, LLC and take such further action necessary to effectuate the Agreement

Amount of Contract:
NTE $30,000,000

Effective Date of Contract:
1/24/2023

Funding Source

Project # Ground Lease and Project Agreement **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	Cover Memo	1/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	1/12/2023 - 4:00 PM
Legal	Kern, Chris	Approved	1/12/2023 - 5:11 PM
Legal	Kern, Chris	Approved	1/12/2023 - 5:12 PM

Mayors Office	Barber, James	Approved	1/12/2023 - 5:22 PM

35-071 2023

A RESOLUTION AUTHORIZING A GROUND LEASE AND PROJECT AGREEMENT BETWEEN THE CITY OF MOBILE, ALABAMA AND FDS MOBILE AL, LLC

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council (the "City Council") of the City of Mobile, Alabama (the "City"), as follows:

Section 1. The City Council, upon evidence duly presented to and considered by it, has found and determined, and does hereby find, determine and declare as follows:

(a) Pursuant to the applicable laws of the State of Alabama, the City and FDS Mobile AL, LLC, a Delaware limited liability company (the "Company") have agreed to the terms of that certain Ground Lease and Project Agreement to be dated the date of delivery (the "Agreement"), as set forth hereinafter, for the purposes referenced therein.

(b) The Company proposes to design and construct a facility along with other improvements to accommodate a significant number of employees (approximately, eight hundred (800) employees) in the City (the "Project") on property owned by the City adjacent to the Mobile Civic Center (the "Property"). The Agreement provides that the Company will use commercially reasonable efforts to lease the Project to the United States Army Corp of Engineers (the "USACE") and retain the USACE as a tenant throughout the term as provided in the Agreement. The terms for completion of the Project are subject to a lease and other applicable agreements between the Company and the USACE as further described in the Agreement. The Company will be a direct beneficiary of the Agreement.

(c) The City is authorized to do any of the actions or undertakings referenced in Section 94.01 of the Constitution of Alabama of 1901 (as amended) ("Section 94.01" or "Amendment 772").

(d) The City is authorized under Section 94.01 to grant public funds or things of value to or in aid of any private entity for the purpose of promoting the economic development of the City, including by leasing real property to any private entity for less than the fair market value thereof.

(e) Pursuant to and for the purposes of Section 94.01, it is necessary, desirable and in the public interest for the City to lease the Property to the Company for rental amounts as set forth in the Agreement, which shall initially be for amounts that are less than the fair market rental value of the Property, and to construct a new multi-level parking deck on adjacent property owned by the City consisting of approximately one thousand (1,000) parking spaces, some of which will be leased to USACE employees.

(f) The expenditure of public funds and the leasing of real property for less than the fair market value thereof for the purposes specified in the Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

(g) (1) More than seven (7) days prior to January 24, 2023, the City caused to be published in the newspaper with the largest circulation in the City, the notice required by Section 94.01(c)(2).

(2) The information set forth in said notice is true and correct.

(3) Publication of said notice is hereby ratified and confirmed.

(h) On January 24, 2023, the City Council held a public meeting at which time it considered the matters contained in said public notice. During said public meeting, the Council adopted this Resolution, finding that the expenditure of public funds and grant of things of value as set forth in the Agreement will promote the economic development of the City and will serve a valid and sufficient public purposes, notwithstanding any incidental benefit accruing to any private entity or entities.

Section 2. The City Council does hereby approve, adopt, authorize, direct, ratify and confirm:

(a) the agreements, covenants, and undertakings of the City set forth in the Agreement; and

(b) the terms and provisions of the Agreement, in substantially the form submitted to the City Council.

Section 3. The Mayor is hereby authorized and directed to execute and deliver the Agreement for and on behalf of and in the name of the City. The Clerk is hereby authorized and directed to affix the official seal of the City to the Agreement and to attest the same.

Section 4. The Mayor and the officers of the City are each hereby authorized and directed to take all such actions, and execute, deliver and perform all such agreements, documents, instruments, notices, and petitions and proceedings, with respect to the Agreement, as the Mayor and such officers shall determine to be necessary or desirable to carry out the provisions of this Resolution and the Agreement and to duly and punctually observe and perform all agreements and obligations of the City under the Agreement.

Section 5. All prior actions taken, and agreements, documents or notices executed and delivered, by the Mayor or any officer or member of the City Council or other representative of the City, in connection with the agreements, covenants, and undertakings of the City hereby approved, or in connection with the preparation of the Agreement and the terms and provisions thereof, are hereby approved, ratified, and confirmed.

Section 6. All resolutions, orders, or parts of any thereof, of the City Council in conflict or inconsistent with any provision of this Resolution hereby are, to the extent of such conflict or inconsistency, repealed.

Section 7. This Resolution shall take effect immediately.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/24/2023

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 Billy R. Moore

Amount of Contract:

n/a

Effective Date of Contract:

1/24/2023

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Moore

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 - Moore	Resolution Letter	1/10/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	1/10/2023 - 1:36 PM
			1/11/2023 -

Legal	Kern, Chris	Approved	11:50 AM
Mayors Office	Montgomery, Brandi	Approved	1/12/2023 - 11:00 AM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized and directed to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Billy R. Moore, 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\D009\P005\00113142.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:1/24/2023

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 Ashley Whitfield

Amount of Contract:

n/a

Effective Date of Contract:

1/24/2023

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Whitfield

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 - Whitfield	Resolution Letter	1/10/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	1/10/2023 - 1:40 PM
			1/11/2023 -

Legal	Kern, Chris	Approved	11:49 AM
Mayors Office	Montgomery, Brandi	Approved	1/12/2023 - 11:01 AM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized and directed to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Ashley Whitfield, 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\D021\P005\00113170.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:1/24/2023

Sponsored by:

Councilmember Small

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	1/19/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/19/2023 - 12:07 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 1710 Dauphin Island Parkway, 2005 & 2009 Douglas Lane,
and 2008 Faye Street (Southwest corner of Dauphin Island Parkway and Douglas Lane,
extending to the Northwest corner of Dauphin Island Parkway and Faye Street)

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 14, 2021, a public hearing will be held on the 24th day of January, 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 1710 Dauphin Island Parkway, 2005 & 2009 Douglas Lane, zand 2008 Faye Street (Southwest corner of Dauphin Island Parkway and Douglas Lane, extending to the Northwest corner of Dauphin Island Parkway and Faye Street) from R-1, Single-Family Residential District and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

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

Lisa C. Lambert
City Clerk

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

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

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

THAT CERTAIN PIECE OF PORTION OF LAND, DESIGNATED AS PARCEL 1 OF RESUBDIVISION OF LOTS 6, 7, 10, & 11 AND PARCELS A & B, BLOCK 2 OF HAKANSON SUBDIVISION, SITUATED IN SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, MOBILE COUNTY, ALABAMA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" CAPPED IRON ROD FOUND ON THE SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE AND WESTERLY RIGHT OF WAY OF DAUPHIN ISLAND PARKWAY S00°09'55"W A DISTANCE OF 94.92 FEET TO A 5/8" CAPPED IRON ROD FOUND; THENCE ALONG SAID WESTERLY RIGHT OF WAY OF DAUPHIN ISLAND PARKWAY S12°39'26"E A DISTANCE OF 229.86 FEET TO A 5/8" CAPPED IRON ROD SET ON THE SAID WESTERLY RIGHT OF WAY LINE OF

DAUPHIN ISLAND PARKWAY AND NORTHERLY RIGHT OF WAY LINE OF FAYE STREET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE OF DAUPHIN ISLAND PARKWAY AND ALONG SAID NORTHERLY RIGHT OF WAY LINE OF FAYE STREET N89°40'51"W A DISTANCE OF 174.58 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY OF FAYE STREET N00°05'11"W A DISTANCE OF 147.22 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE S85°30'51"W A DISTANCE OF 24.18 FEET TO A ½" IRON ROD WITH FLAGGING FOUND; THENCE N00°21'50"W A DISTANCE OF 142.41 FEET TO A 1" CRIMPED IRON PIPE FOUND ON THE SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N81°20'11"E A DISTANCE OF 99.92 FEET TO A ½" CAPPED IRON ROD FOUND; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N83°07'41"E A DISTANCE OF 102.29 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N88°38'13"E A DISTANCE OF 23.89 FEET TO A MAG NAIL FOUND; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N88°36'03"E A DISTANCE OF 94.34 FEET TO THE POINT OF BEGINNING.

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

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 24th day of January, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 6th day of January, 2023 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **1710 Dauphin Island Parkway, 2005 & 2009 Douglas Lane, and 2008 Faye Street** (Southwest corner of Dauphin Island Parkway and Douglas Lane, extending to the Northwest corner of Dauphin Island Parkway and Faye Street).

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

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

AN ORDINANCE 2022

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

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

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

THAT CERTAIN PIECE OF PORTION OF LAND, DESIGNATED AS PARCEL 1 OF RESUBDIVISION OF LOTS 6, 7, 10, & 11 AND PARCELS A & B, BLOCK 2 OF HAKANSON SUBDIVISION, SITUATED IN SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, MOBILE COUNTY, ALABAMA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" CAPPED IRON ROD FOUND ON THE SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE AND WESTERLY RIGHT OF WAY OF DAUPHIN ISLAND PARKWAY S00°09'55"W A DISTANCE OF 94.92 FEET TO A 5/8" CAPPED IRON ROD FOUND; THENCE ALONG SAID WESTERLY RIGHT OF WAY OF DAUPHIN ISLAND PARKWAY S12°39'26"E A DISTANCE OF 229.86 FEET TO A 5/8" CAPPED IRON ROD SET ON THE SAID WESTERLY RIGHT OF WAY LINE OF DAUPHIN ISLAND PARKWAY AND NORTHERLY RIGHT OF WAY LINE OF FAYE STREET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE OF DAUPHIN ISLAND PARKWAY AND ALONG SAID NORTHERLY RIGHT OF WAY LINE OF FAYE STREET N89°40'51"W A DISTANCE OF 174.58 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY OF FAYE STREET N00°05'11"W A DISTANCE OF 147.22 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE S85°30'51"W A DISTANCE OF 24.18 FEET TO A ½" IRON ROD WITH FLAGGING FOUND; THENCE N00°21'50"W A DISTANCE OF 142.41 FEET TO A 1" CRIMPED IRON PIPE FOUND ON THE SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N81°20'11"E A DISTANCE OF 99.92 FEET TO A ½" CAPPED IRON

ROD FOUND; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N83°07'41"E A DISTANCE OF 102.29 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N88°38'13"E A DISTANCE OF 23.89 FEET TO A MAG NAIL FOUND; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N88°36'03"E A DISTANCE OF 94.34 FEET TO THE POINT OF BEGINNING.

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

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

Adopted:

_____

Lisa Lambert, City Clerk

Duplantis Design Group, PC
1710 Dauphin Island Parkway, 2005 & 2009 Douglas Lane, and 2008 Faye Street (Southwest corner of Dauphin Island Parkway and Douglas Lane, extending to the Northwest corner of Dauphin Island Parkway and Faye Street)
Council District 3
C.J. Small

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

December 21, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of August 18, 2022 considered the request of **Duplantis Design Group, PC** for a change in zoning from **R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District** for the property located at **1710 Dauphin Island Parkway, 2005 & 2009 Douglas Lane, and 2008 Faye Street** (Southwest corner of Dauphin Island Parkway and Douglas Lane, extending to the Northwest corner of Dauphin Island Parkway and Faye Street).

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

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

August 22, 2022

Evan Geerts
Duplantis Design Group
3703 Old Shell Road
Mobile, Alabama 36608

Re: **1710 Dauphin Island Parkway, 2005 & 2009 Douglas Lane, and 2008 Faye Street**
(Southwest corner of Dauphin Island Parkway and Douglas Lane, extending to the Northwest corner of Dauphin Island Parkway and Faye Street).
Council District 3
ZON-002132-2022 (Rezoning)
Duplantis Design Group, PC
Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.

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

At its meeting on August 18, 2022, the Planning Commission considered the above referenced Subdivision application.

The Commission recommends this application Approval for the following reason:

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

The rezoning should be subject to the following condition:

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

The advertising fee for this application based on the current legal description is $379.75. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: _____
Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

August 4, 2022

PUBLIC HEARING NOTICE

Re: **1710 Dauphin Island Parkway, 2005 & 2009 Douglas Lane, and 2008 Faye Street**
(Southwest corner of Dauphin Island Parkway and Douglas Lane, extending to the Northwest corner of Dauphin Island Parkway and Faye Street).
Council District 3
ZON-002132-2022 (Rezoning)
Duplantis Design Group, PC
Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, August 18, 2022, at 2:00 p.m.** to consider your above referenced application.

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

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

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, August 17, 2022,** to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION

August 4, 2022

PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **1710 Dauphin Island Parkway, 2005 & 2009 Douglas Lane, and 2008 Faye Street**
(Southwest corner of Dauphin Island Parkway and Douglas Lane, extending to the Northwest corner of Dauphin Island Parkway and Faye Street).
Council District 3
ZON-002132-2022 (Rezoning)
Duplantis Design Group, PC
Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, August 18, 2022, at 2:00 p.m.,** to consider the above referenced application.

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

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

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

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

Planning & Zoning/City of Mobile
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Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, August 17, 2022,** to allow adequate time for the Commission members to review the information.

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

ZON-002132-2022

Application Submission
Contact Information

Name of Project DIP I-10

Address 1701 Dauphin Island Parkway

Owner DIP I-10

Address 3201 Dauphin Street Suite A Zip Code 36606

Phone _____ Fax _____ Email _____

Authorized Agent Duplantis Design Group - Evan Geerts

Address 3703 Old Shell Road Zip Code 36608

Phone 9852280920 Fax _____ Email egeerts@ddgpc.com

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer Duplantis Design Group - Evan Geerts

Address 3703 Old Shell Road Zip Code 36608

Phone 9852280920 Fax _____ Email egeerts@ddgpc.com

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

DDG

BROAD VISION. EXPERT FOCUS.

July 18th, 2022 (Revised 8/2/22)

City of Mobile
Planning & Zoning
205 Government Street
3rd Floor, South Tower
Mobile, AL 36602

Re: Dauphin Island Pkwy and Faye St
DDG Project #21-892

To whom it may concern:

DDG, on behalf of DIP I-10, LLC and as authorized on the enclosed Affidavit of Ownership by the owners of the subject property is applying for resubdivision and rezoning of certain property 17110 Dauphin Island Parkway, Mobile, AL 36605. As requested by planning, this letter has been revised to correct the requested zoning to B-3, consistent with the submitted application and the adjacent parcels.

Our client has acquired several adjacent parcels and completed vacation of the Nicholson Road right-of-way. We are requesting to combine these properties into a single lot of record through the subdivision process. Additionally, we are requesting to rezone parcel 3204340003127001 from R-1 to B-2 to be consistent with the zoning of the other parcels included in the subdivision.

There is no definitive tenant or purchaser or firmly defined use for the property at this time; however, a commercial use would be consistent with the character of the area and contribute to the redevelopment of this part of the City of Mobile. Combination of these parcels will facilitate our client's marketing of this property for redevelopment. Given that no firm plans for development exist, and the requested zoning is consistent with the current zoning of the adjacent parcels included in the subdivision, a site plan and landscape plan is not available and should not be necessary to include with this request.

We appreciate the Planning Commission's and City's continued assistance with this important development effort.

Sincerely,

Evan M. Geerts, P.E.
Mobile Lead
O: 251.930.5891 | **C:** 985.228.0920
E: egeerts@ddgpc.com
3703 Old Shell Rd., Mobile, AL 36608

BROAD VISION. EXPERT FOCUS.

July 18th, 2022

City of Mobile
Planning & Zoning
205 Government Street
3rd Floor, South Tower
Mobile, AL 36602

Re: Dauphin Island Pkwy and Faye St
DDG Project #21-892

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Sincerely,

Evan M. Geerts, P.E.
Mobile Lead
O: 251.930.5891 | **C:** 985.228.0920
E: egeerts@ddgpc.com
3703 Old Shell Rd., Mobile, AL 36608

Affidavit of Ownership and Authorization

We, the undersigned owners of the property described below hereby:

1. Request resubdivision for the subject property.
2. Request rezoning of a portion of the subject property.
3. Grant permission, if required, to the City of Mobile or its agent(s) to erect a sign on said property for the purposes of public notice associated with the requested action(s).
4. Authorize the applicant(s) listed below to act on our behalf in the subject application with the City of Mobile and the boards, commission, committees, or other public bodies thereof, and other Authorities Having Jurisdiction associated with the action requested.
5. Acknowledge that we have read and understood the requirements and procedures for such application and the laws, codes, and regulations pertaining thereto.

Petitioned Property

Address: 1710 Dauphin Island Parkway, Mobile, AL 36605

Section: 34 Township: 05S Range: 01W

Parcel Number(s): Multiple, see below

Owner(s) of Petitioned Property

Parcel ID, Lot #:	3204340003127001, 3204340003127XXX, 3204340003128XXX, 3204340003135XXX, 3204340003134XXX, 3204340003133XXX, 3204340003129XXX
Parcel Owner:	DIP 1-10, LLC
Mailing Address:	3201 Dauphin Street Suite A
City, State & Zip:	MOBILE, AL 36606
Email:	
Phone:	
Signature:	
Printed Name:	John White-Spunner
Date:	
Title:	

Authorized Applicant

Name: Duplantis Design Group, PC c/o Evan M. Geerts or Designee

Company: Duplantis Design Group, PC

RESUBDIVISION OF
LOTS 6, 7, 10 & 11 AND PARCELS A & B
BLOCK 2 OF HAKANSON SUBDIVISION
INTO
PARCEL 1

SECTION 34, TOWNSHIP 5 SOUTH - RANGE 1 WEST,
MOBILE COUNTY, ALABAMA

NOTES:
GRID NORTH, ALABAMA STATE PLANE WEST ZONE,
NAD 83 (2011) (EPOCH) FROM OPUS SOLUTION.

ACCEPTANCE OF OWNER

HITTSON, LLC

BY: BLACKSHEAR WHITE-SPUNNER - MANAGER

STATE OF ALABAMA
COUNTY OF MOBILE

I, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID STATE AND COUNTY, HEREBY CERTIFY THAT BLACKSHEAR WHITE-SPUNNER, WHOSE NAME AS MANAGER OF HITTSON, LLC, IS SIGNED TO THE FOREGOING INSTRUMENT AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY, THAT BEING INFORMED OF THE CONTENTS OF THE INSTRUMENT, HE, WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS THE
DAY OF _____

_____
NOTARY PUBLIC

PLANNING COMMISSION

_____
PLANNING COMMISSION

TRAFFIC ENGINEER

_____
TRAFFIC ENGINEER

CITY ENGINEER

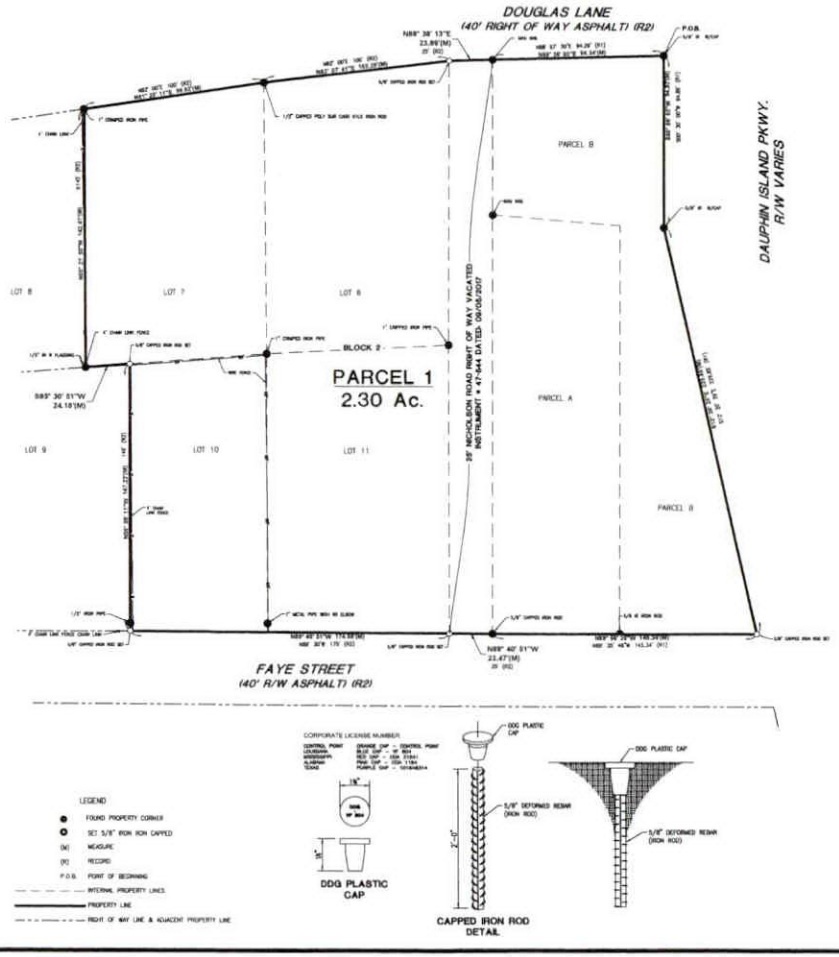
_____
CITY ENGINEER

PARCEL 1 DESCRIPTION:

THAT CERTAIN PIECE OR PORTION OF LAND, DESIGNATED AS PARCEL 1 OF RESUBDIVISION OF LOTS 6, 7, 10 & 11 AND PARCELS A & B, BLOCK 2, OF HAKANSON SUBDIVISION, SITUATED IN SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, MOBILE COUNTY, ALABAMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" CAPPED IRON ROD FOUND ON THE SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE AND WESTERLY RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY, ALSO BEING THE NORTHEAST CORNER OF PARCEL 1; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY OF DOUGLAS LANE AND ALONG SAID WESTERLY RIGHT OF WAY OF DAUPHIN ISLAND PARKWAY S00°58'30"W A DISTANCE OF 94.83 FEET TO A 5/8" CAPPED IRON ROD FOUND; THENCE ALONG SAID WESTERLY RIGHT OF WAY OF DAUPHIN ISLAND PARKWAY S12°36'28"E A DISTANCE OF 229.66 FEET TO A 5/8" CAPPED IRON ROD SET ON THE SAID WESTERLY RIGHT OF WAY LINE OF DAUPHIN ISLAND PARKWAY AND NORTHERLY RIGHT OF WAY LINE OF FAYE STREET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE OF DAUPHIN ISLAND PARKWAY AND ALONG SAID NORTHERLY RIGHT OF WAY LINE OF FAYE STREET N89°58'28"W A DISTANCE OF 145.34 FEET TO A 5/8" CAPPED IRON ROD; THENCE ALONG SAI NORTHERLY RIGHT OF WAY LINE OF FAYE STREET N89°40'31"W A DISTANCE OF 23.47 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY OF FAYE STREET N89°40'31"W A DISTANCE OF 174.38 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY OF FAYE STREET N00°05'11"W A DISTANCE OF 147.22 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE S89°30'51"W A DISTANCE OF 24.18 FEET TO A 1/2" IRON ROD WITH FLAGGING FOUND; THENCE N00°21'36"W A DISTANCE OF 140.41 FEET TO A 1" CRIMPED IRON PIPE FOUND ON THE SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N67°35'11"E A DISTANCE OF 89.82 FEET TO A 1/2" CAPPED IRON ROD FOUND; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N63°07'41"E A DISTANCE OF 152.28 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N89°26'13"E A DISTANCE OF 23.89 FEET TO A MAG NAIL FOUND; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF DOUGLAS LANE N88°38'33"E A DISTANCE OF 94.34 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 2.30 ACRES MORE OR LESS AS SHOWN ON SURVEY BY DUPLANTIS DESIGN GROUP, PC, DATED JUNE 30, 2022, PROJECT NO. 21-892, AND IS SUBJECT TO ANY SERVITUDES, EASEMENTS, AND RESTRICTIONS OF RECORD.



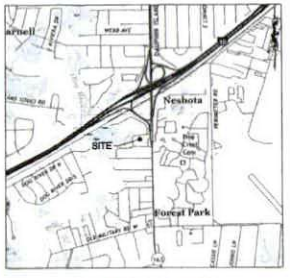
LEGEND

- FOUND PROPERTY CORNER
- SET 5/8" IRON ROD CAPPED
- (M) MEASURE
- (R) RECORD
- P.O.B. POINT OF BEGINNING
- INTERNAL PROPERTY LINES
- PROPERTY LINE
- RIGHT OF WAY LINE & ADJACENT PROPERTY LINE

CORPORATE LICENSE NUMBER

DDG PLASTIC CAP

CAPPED IRON ROD DETAIL



VICINITY MAP

NOTES

1. THE PROPERTY DESCRIBED HEREON IS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP NO. 01080C0564L, DATED 06/05/2020, AND IS SHOWN TO BE IN FLOOD ZONE "X-SHADED".
2. NO STRUCTURE SHALL BE LOCATED IN ANY EASEMENTS UNLESS APPROVED BY THE EASEMENT HOLDER.
3. A LAND DISTURBANCE PERMIT WILL BE REQUIRED FOR ANY LAND DISTURBING ACTIVITY IN ACCORDANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL, THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGEMENT PLAN 19 AND THE RULES FOR EROSION AND SEDIMENTS ION CONTROL AND STORM WATER RUNOFF CONTROL.
4. APPROVAL OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO ISSUANCE OF A LAND DISTURBANCE PERMIT.
5. SIDEWALK IS REQUIRED TO BE CONSTRUCTED, AND/OR REPAIRED, ALONG THE FRONTAGE OF EACH LOT, OR PARCEL, AT TIME OF A NEW DEVELOPMENT OR CONSTRUCTION, UNLESS A SIDEWALK WAIVER IS APPROVED.
6. 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.
7. ALL EASEMENTS SHALL REMAIN IN EFFECT UNTIL VACATED THROUGH THE PROPER VACATION PROCESS.
8. PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH STATE AND LOCAL LAWS THAT PERTAIN TO TREE PRESERVATION AND PROTECTION ON BOTH CITY AND PRIVATE PROPERTIES (ACT 629 OF THE 1984 REGULAR SESSION OF THE ALABAMA LEGISLATURE (ACTS 1961, P. 1467), AS AMENDED, AND THE CITY CODE CHAPTERS 57 AND 65). PRIVATE REMOVAL OF TREES IN THE RIGHT-OF-WAY WILL REQUIRE APPROVAL OF THE MOBILE TREE COMMISSION. REMOVAL OF HERITAGE TREES FROM UNDEVELOPED RESIDENTIAL SITES, DEVELOPED RESIDENTIAL SITES IN HISTORIC DISTRICTS AND ALL COMMERCIAL SITES WILL REQUIRE A TREE REMOVAL PERMIT.
9. ALL PROJECTS WITHIN THE CITY LIMITS OF MOBILE SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF MOBILE FIRE CODE ORDINANCE (2012 INTERNATIONAL FIRE CODE). FIRE APPARATUS ACCESS IS REQUIRED TO BE WITHIN 150' OF ALL COMMERCIAL AND RESIDENTIAL BUILDINGS. A FIRE HYDRANT IS REQUIRED TO BE WITHIN 400' OF ALL COMMERCIAL AND RESIDENTIAL BUILDINGS. A FIRE HYDRANT IS REQUIRED TO BE WITHIN 400' OF NON-SPRINKLED COMMERCIAL BUILDINGS AND 600' OF SPRINKLED COMMERCIAL BUILDINGS.
10. BEARING AND DISTANCES ON THE PLAT ARE BASED ON AND REFERENCED TO THE ALABAMA STATE PLANE COORDINATES SYSTEM GRID (NAD 83-WEST ZONE)
CONVERGENCE ANGLE= -00° 17' 59.94"
SCALE FACTOR= 0.99997648
CLASS "B" SURVEY

REFERENCES

1) ALTA/NSPS LAND TITLE SURVEY OF PROPERTY AT 1710 NICHOLSON ROAD, BY: MCCRORY WILLIAMS, INC.
2) HAKANSON SUBDIVISION PLAT RECORDED IN MAP BOOK 4, PAGES 55-56.
3) RESOLUTION ASSENTING TO VACATION OF A PORTION OF THE RIGHT OF WAY OF NICHOLSON ROAD BY DP 1-10, LLC. INSTRUMENT # 47-544, DATED: 08/03/2017.

UTILITY LOCATIONS

UTILITIES SHOWN HAVE BEEN LOCATED FROM VISIBLE UTILITY FEATURES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES, EXCEPT FOR ABOVE GROUND VISIBLE UTILITY FEATURES. NO EXCAVATIONS WERE MADE DURING THE PROCESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES.

I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

PRELIMINARY - NOT TO BE USED FOR CONSTRUCTION, BIDDING, RECORDATION, CONVEYANCE, SALES, OR AS THE BASIS FOR THE ISSUANCE OF A PERMIT.

DATE OF PLAT: 06/30/2022

SHAWN P. MACMEDMARN, PLS
AL REG. 36176-S
SMACMEDMARN@DDGPC.COM

SCALE IN FEET
30' 15' 0 30' 60' 90'

REVISION	BY

DUPLANTIS DESIGN GROUP, PC
SURVEY
16564 Brewster Road, Suite 101
Covington, LA 70433
Phone: 985.249.6180 \\ Fax: 985.249.6190
1308 Camellia Blvd, Suite 200
Lafayette, LA 70508
www.DDGPC.com

DDG
DUPLANTIS DESIGN GROUP

RESUBDIVISION
MOBILE, ALABAMA
MOBILE COUNTY

FOR:
WHITE-SPUNNER INVESTMENTS

DRAWN	SJO
CHECKED	SPM
PROJECT NO.	21-892
FILE	21-892_S_06272022
SHEET	1 – 1

S:\21-000\21-892 (HITTSON)\21-892_S_06272022.dwg

KEVIN J & HEATHER M WICHMANN
2054 FAYE ST
MOBILE, AL 36605

CLARK OIL COMPANY INC
720 STATION ST
WAYNESBORO, MS 39367

CLARK OIL COMPANY INC
721 STATION ST
WAYNESBORO, MS 39367

FULL GOSPEL NATIVE
PO BOX 7598
PRYOR, OK 74362-0890

S E CEMETERIES OF ALABAMA INC
PO BOX 5347
MOBILE, AL 36605

S E CEMETERIES OF ALABAMA INC
PO BOX 5348
MOBILE, AL 36605

SEAFARERS BUILDING CORP
1640 DAUPHIN ISLAND PKWY
MOBILE, AL 36605

ABSOLUTE MGT, LLC
PO BOX 50344
MOBILE, AL 36605-0344

FULTON ROAD BAPTIST CHURCH
1800 DAUPHIN ISLAND PKWY
MOBILE, AL 36605

TIMOTHY & GLORIA JENKINS
2004 MAGNOLIA LN
MOBILE, AL 36605-3011

CLYDE JENKINS OR WILSON MILTON
2015 FAYE ST
MOBILE, AL 36605-3038

ROSEMARY G FLOWERS
2054 MAGNOLIA LN
MOBILE, AL 36605-3011

WILSON MILTON
2015 FAYE ST
MOBILE, AL 36605-3038

WILSON MILTON
2015 FAYE ST
MOBILE, AL 36605-3038

WILSON & BELINDA MILTON
2015 FAYE ST
MOBILE, AL 36605-3038

JONATHAN MICHAEL BOONE
954 LOUISE AVE
MOBILE, AL 36609-5115

CLYDE D JENKINS JR
2004 MAGNOLIA LN
MOBILE, AL 36605

CITY OF MOBILE
P O BOX 1826
MOBILE, AL 36633

C/O CITY OF MOBILE LEGAL DEPT
P O BOX 1827
MOBILE, AL 36633

WH CAPITAL LLC
P O BOX 6450
NORCROSS, GA 30091

A & Z MANAGEMENT SERVICES INC, C/O
DIP I-10 LLC
3201 DAUPHIN ST STE A
MOBILE, AL 36606-4057

WILSON & BELINDA J MILTON
2015 FAYE ST
MOBILE, AL 36605-3038

WILSON MILTON
2015 FAYE ST
MOBILE, AL 36605-3038

MICHAEL WATTS
1211 GORGAS ST
MOBILE, AL 36605

KKJ HOLDINGS LLC
3201 DAUPHIN ST STE A
MOBILE, AL 36606-4057

DUPLANTIS DESIGN GROUP, PC
3707 OLD SHELL ROAD
MOBILE, AL 36608

DIP I-10, LLC
3201 DAUPHIN STREET, STE A
MOBILE, AL 36606

DUPLANTIS DESIGN GROUP, PC
3707 OLD SHELL ROAD
MOBILE, AL 36608

DIP I-10, LLC
3201 DAUPHIN STREET, STE A
MOBILE, AL 36606

SUBDIVISION &
ZONING AMENDMENT STAFF REPORT **Date: August 18, 2022**

APPLICANT NAME Duplantis Design Group, PC

SUBDIVISION NAME Hakanson Subdivision, Block 2, Resubdivision of Lots 6, 7, 10, & 11 and Parcels A & B

LOCATION 1710 Dauphin Island Parkway, 2005 & 2009 Douglas Lane, and 2008 Faye Street
(Southwest corner of Dauphin Island Parkway and Douglas Lane, extending to the Northwest corner of Dauphin Island Parkway and Faye Street).

CITY COUNCIL DISTRICT Council District 3

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

PROPOSED ZONING B-2, Neighborhood Business District

AREA OF PROPERTY 1 Lot / 2.3± Acres

CONTEMPLATED USE Subdivision Approval to create a single legal lot of record from one (1) metes-and-bounds parcel, eight (8) legal lots of record, and a vacated right-of-way; and Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.
It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Add street names to the vicinity map (i.e. Dauphin Island Parkway, Faye Street).

C. Show and label all flood zones. New maps went into effect on June 5, 2020.
D. Provide a new Subdivision Title.
E. Change the new lot designation from "PARCEL 1" TO "LOT 1".
F. Show and label the BFE (Base Flood Elevation) on each lot that contains an AE, V, or X (shaded) flood zone designation.
G. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 27 - #80) 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 – 33,000 sf.
H. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

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 (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 Dauphin Island Parkway (State Highway 163) is an ALDOT maintained roadway. Driveway number, size, location, and design to be approved by ALDOT (Dauphin Island Pkwy) and Traffic Engineering and conform to AASHTO standards. Any new

on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.

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

FIRE DEPARTMENT COMMENTS All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings. The applicant should review Chapter 23 of the International Fire Code (IFC) 2012, section 2304.

TIME SCHEDULE FOR DEVELOPMENT None provided

REMARKS The applicant is requesting Subdivision Approval to create a single legal lot of record from one (1) metes-and-bounds parcel, eight (8) legal lots of record, and a vacated right-of-way; and Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District.

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

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

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

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

individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.

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

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

The applicant proposes to create a single legal lot of record from one (1) metes-and-bounds parcel, eight (8) legal lots of record, and a vacated right-of-way. The lot size is depicted in acres on the plat, and exceeds the minimum lot size requirements of Section V.D.2. of the Subdivision Regulations. If approved, the lot size in square feet and acres should be provided on the Final Plat.

The site has frontages along Dauphin Island Parkway, Faye Street, and Douglas Lane. Dauphin Island Parkway, a proposed major street on the Major Street Plan and an ALDOT maintained roadway, should have a minimum 100-foot right-of-way, and is indicated as having a right-of-way that varies. The plat should be revised to depict the minimum existing right-of-way width, and if less than 100-feet, dedication may be necessary to provide 50-feet from the centerline. Faye Street, is a minor street without curb and gutter, therefore it should have an associated right-of-way of 60-feet. The preliminary plat illustrates Faye Street as having an existing right-of-way of 40-foot, making dedications necessary to provide 30-feet from the centerline. Douglas Lane, is a minor street with curb and gutter adjacent to a portion of the site, therefore it should have an associated right-of-way of 50-feet and 60-feet. The preliminary plat illustrates Douglas Lane as having an existing right-of-way of 40-feet, making dedications necessary to provide 25-feet and 30-feet from the centerline. Nicholson Road is a right-of-way that bisects the site, was vacated in 2017, and is included as part of the subject property.

The preliminary plat does not illustrate the 25-foot minimum building setback line along any street frontage. If approved, the setback should be depicted on the Final Plat, along all frontages, adjusted for dedication.

In regards to access management, a note stating Traffic Engineering comments should be placed on the Final Plat, if approved.

The existing site is mostly undeveloped, with an existing dwelling and accessory structure located on a portion of the site. If approved, one or both of these structures should be demolished, with permits, so as to prevent multiple structures from being located on a single commercial site.

It should be noted that the portion of the site to the East of the vacated Nicholson Road had similar, previous one (1)-lot Subdivision and Rezoning applications before the Planning Commission at its March 3, 2016 meeting, however the applications were withdrawn.

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

The site is bounded to the North, across Douglas Lane, by B-3, Community Business District; to the West, by B-2, Neighborhood Business District developed residentially; to the South, across Faye Street, by R-1, Single-Family Residential District; and to the East, across Dauphin Island Parkway, by B-3 and R-1 property.

The applicant states the following to address the rational for the zoning request:

> *DDG, on behalf of DIP I-10, LLC and as authorized on the enclosed Affidavit of Ownership by the owners of the subject property is applying for resubdivision and rezoning of certain property 17110 Dauphin Island Parkway, Mobile, AL 36605.*
>
> *Our client has acquired several adjacent parcels and completed vacation of the Nicholson Road right-of-way. We are requesting to combine these properties into a single lot of record through the subdivision process. Additionally, we are requesting to rezone parcel 3204340003127001 from R-1 to B-2 to be consistent with the zoning of the other parcels included in the subdivision.*
> *There is no definitive tenant or purchaser or firmly defined use for the property at this time; however, a commercial use would be consistent with the character of the area and contribute to the redevelopment of this part of the City of Mobile. Combination of these parcels will facilitate our client's marketing of this property for redevelopment. Given that no firm plans for development exist, and the requested zoning is consistent with the current zoning of the adjacent parcels included in the subdivision, a site plan and landscape plan is not available and should not be necessary to include with this request.*
>
> *We appreciate the Planning Commission's and City's continued assistance with this important development effort.*

Section 64-9.A.2.b. of the Zoning Ordinance states that new B-2 districts should contain a minimum of two (2) acres, unless abutting an existing commercially or industrially zoned property.

As the proposed lot to be rezoned is 2.3± acres, and contains existing B-2 zoning, this site meets the recommendations for the creation of a new B-2 district. Furthermore, if approved without the rezoning as proposed, the Subdivision would result in a split-zoned lot.

As there is no specific development proposed for the lot at this time, no site plan depicting a proposed development was submitted with the application. It should be noted that if approved, the site will be required to be developed under full compliance with the Zoning Ordinance.

Finally, it should be noted that a sidewalk will be required to be constructed at the time of development along all street frontages, unless a sidewalk waiver is granted by the Planning Commission.

RECOMMENDATION

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

1) either dedication to provide 50-feet from the centerline of Dauphin Island Parkway or revision of the plat to show sufficient right-of-way currently exists;
2) dedication to provide 30-feet from the centerline of Faye Street;
3) dedication to provide 25-feet from the centerline of Douglas Lane where it has curb and gutter;
4) dedication to provide 30-feet from the centerline of Douglas Lane where it does not have curb and gutter;
5) provision of the lot sizes in square feet and acres, adjusted for any dedication;
6) illustration of the 25-foot minimum building setback lines along all street frontages, adjusted for any dedication;
7) full compliance with Engineering comments: *(FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Add street names to the vicinity map (i.e. Dauphin Island Parkway, Faye Street). C. Show and label all flood zones. New maps went into effect on June 5, 2020. D. Provide a new Subdivision Title. E. Change the new lot designation from "PARCEL 1" TO "LOT 1". F. Show and label the BFE (Base Flood Elevation) on each lot that contains an AE, V, or X (shaded) flood zone designation. G. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 27 - #80) 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 – 33,000 sf. H. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.);*

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

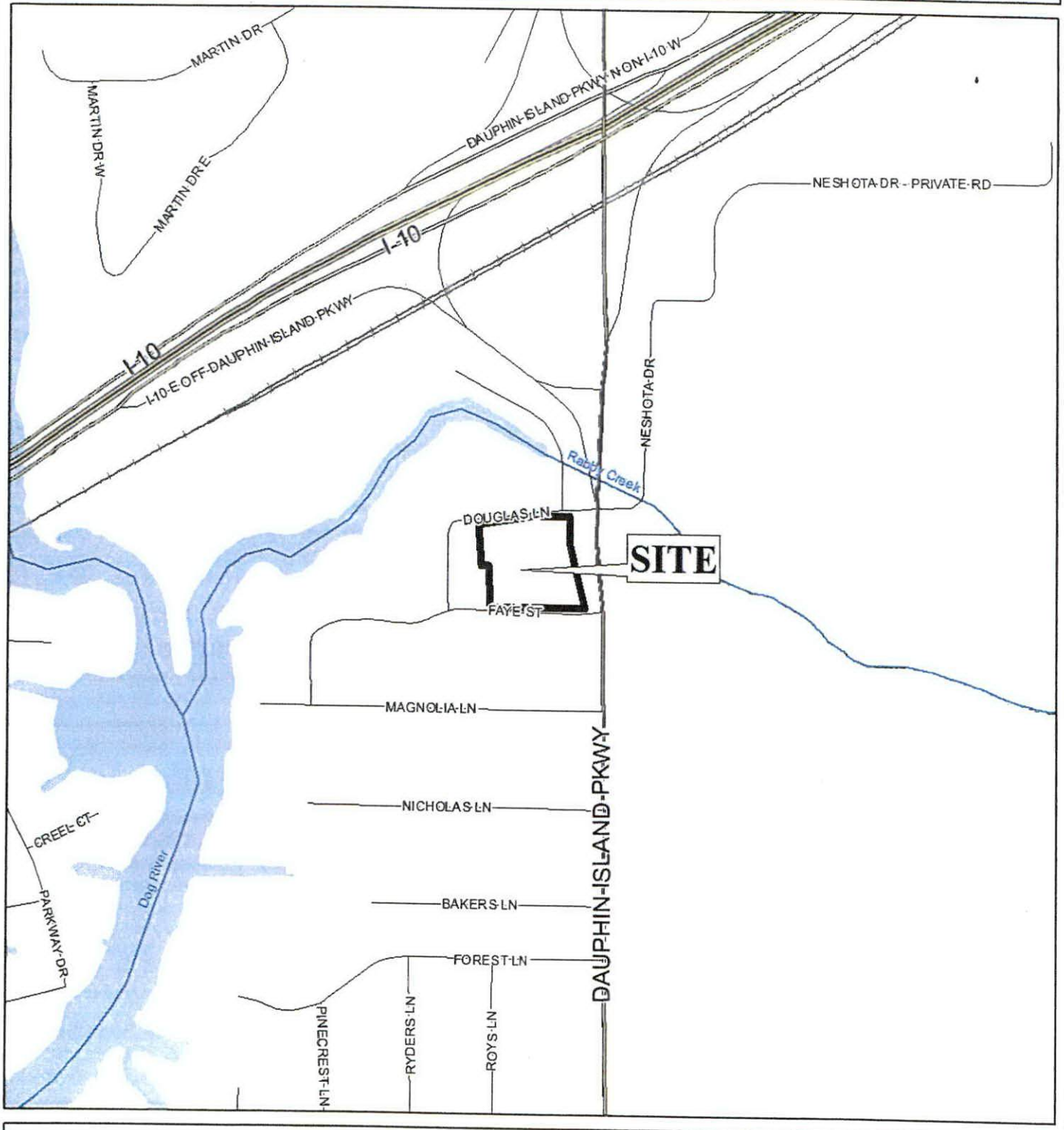
Rezoning: Based on the preceding, this application is recommended for Approval for the following reason:

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

The rezoning should be subject to the following condition:

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

LOCATOR MAP



APPLICATION NUMBER 7 DATE August 18, 2022

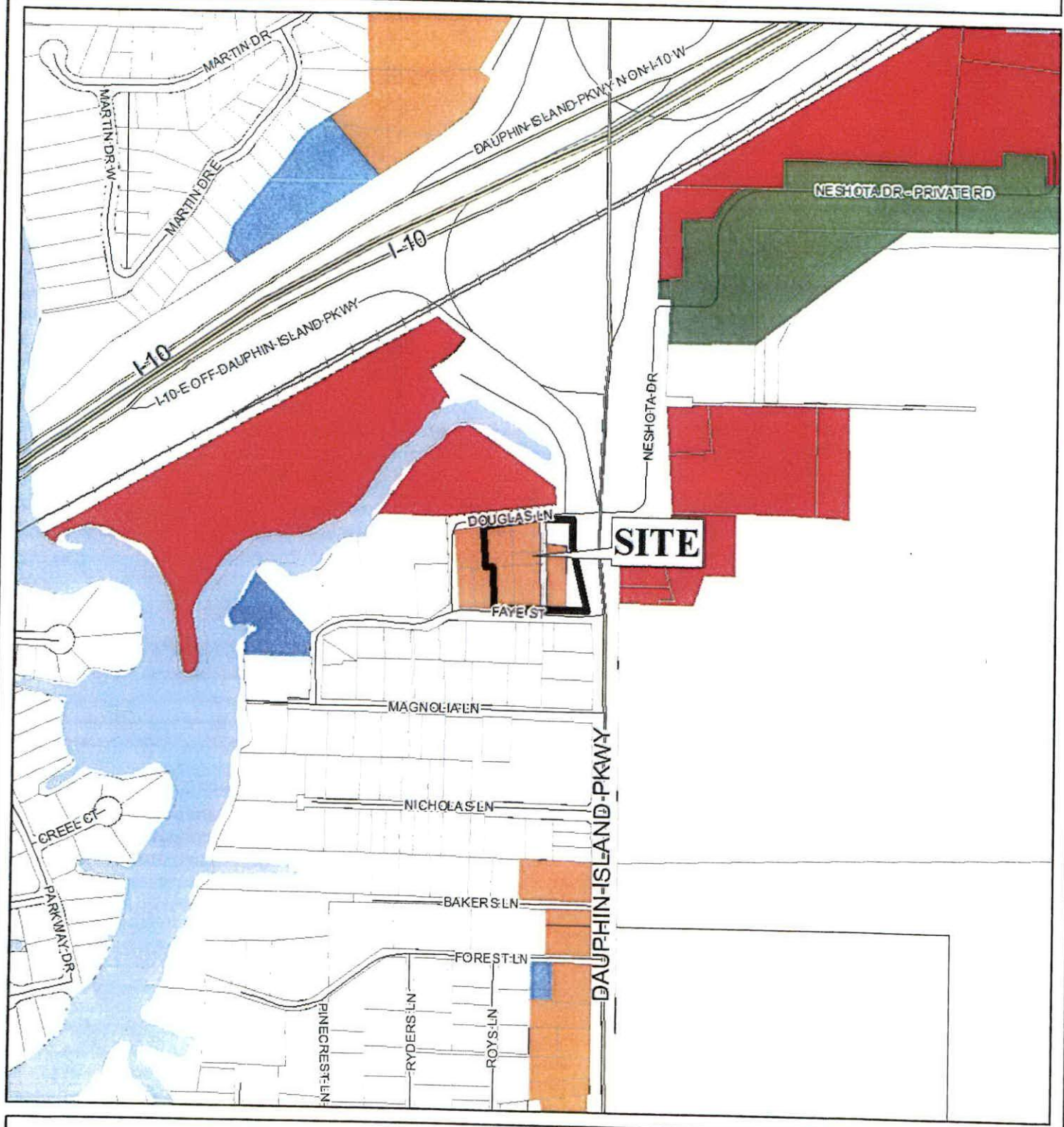
APPLICANT Hakanson Subdivision, Block 2, Resubdivision of Lots 6, 7, 10, & 11 and Parcels A & B

REQUEST Subdivision, Rezoning from R-1 and B-2 to B-2

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 7 DATE August 18, 2022

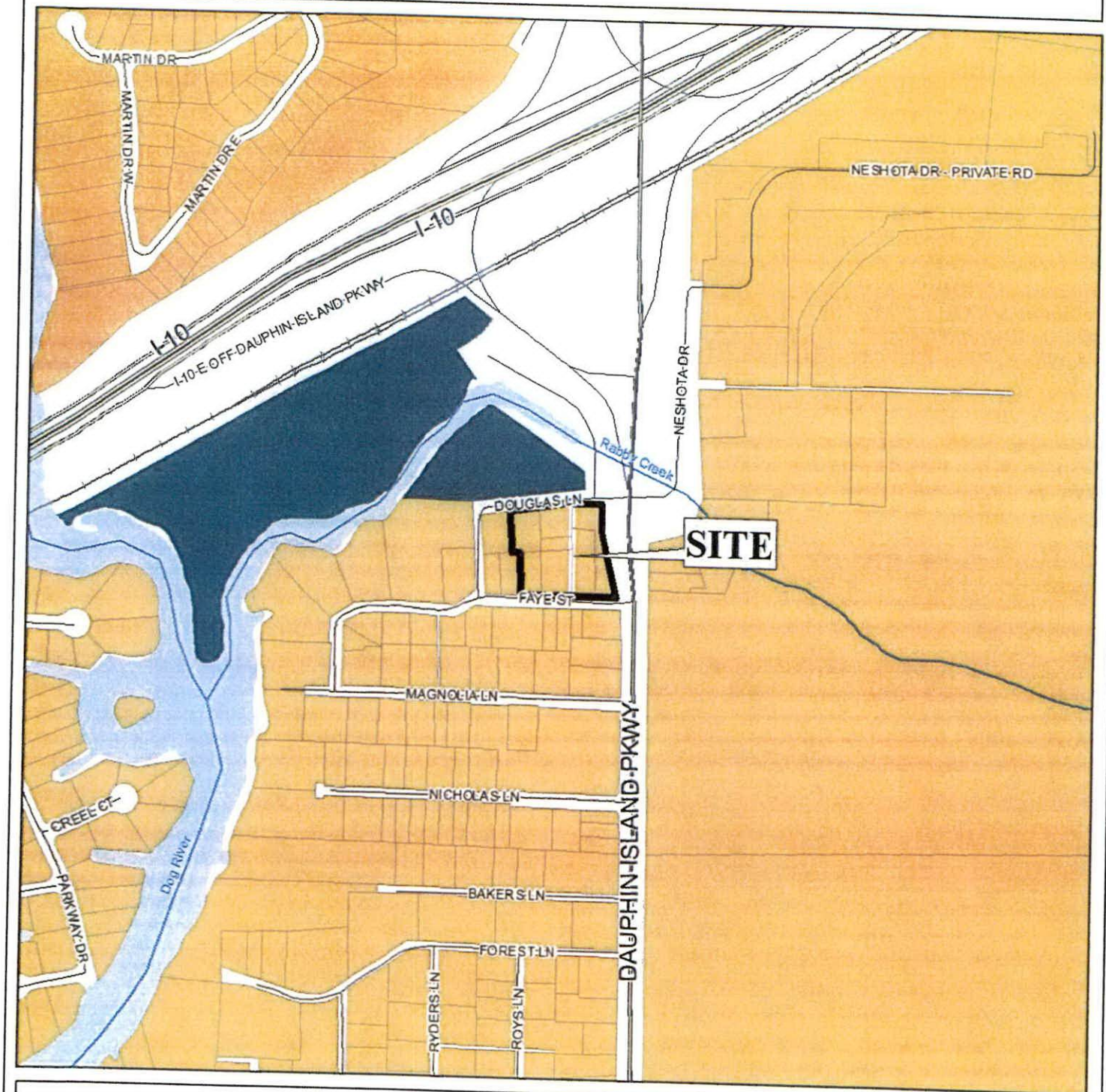
APPLICANT Hakanson Subdivision, Block 2, Resubdivision of Lots 6, 7, 10, & 11 and Parcels A & B

REQUEST Subdivision, Rezoning from R-1 and B-2 to B-2

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE August 18, 2022

APPLICANT Hakanson Subdivision, Block 2, Resubdivision of Lots 6, 7, 10, & 11 and Parcels A & B

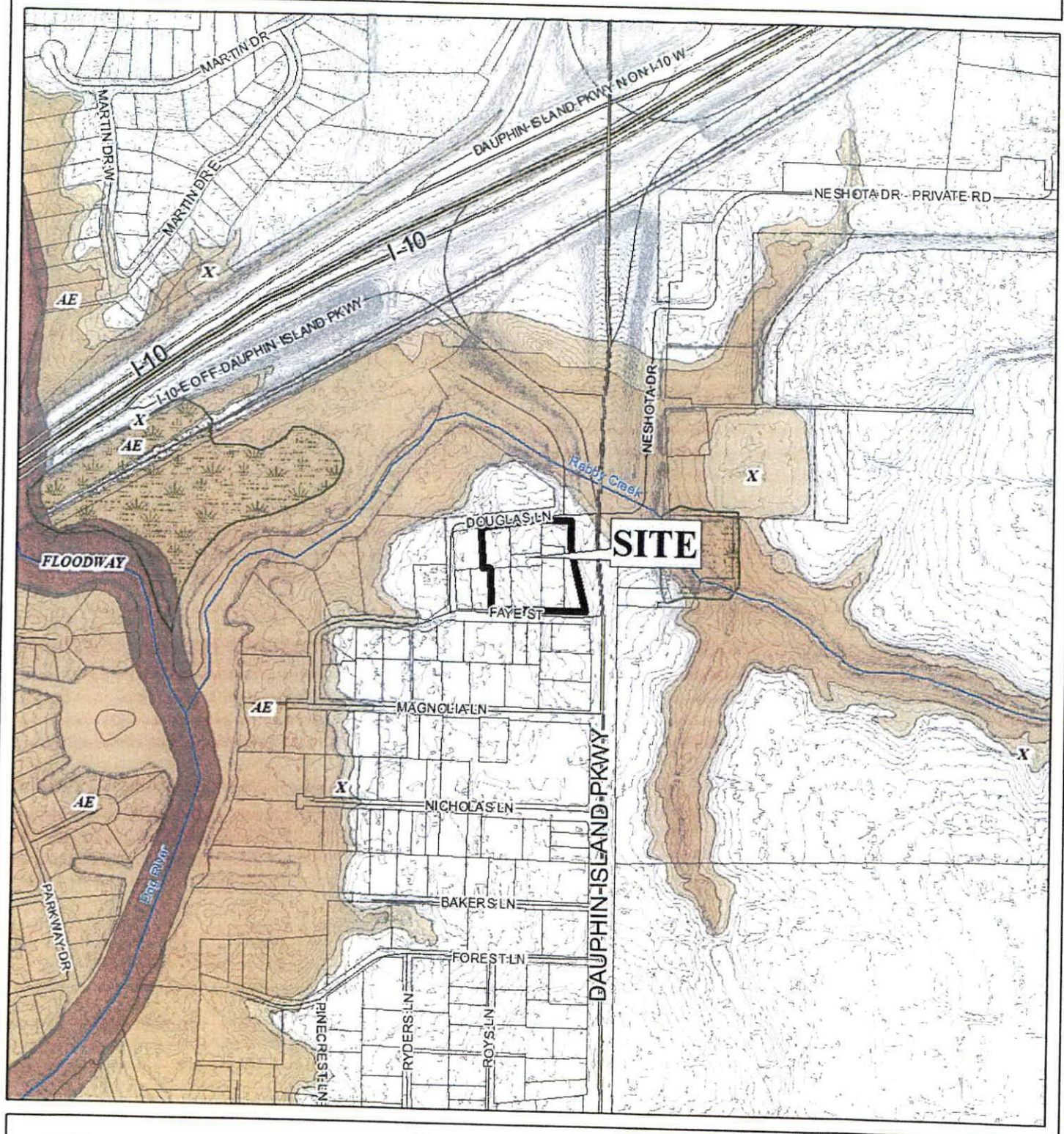
REQUEST Subdivision, Rezoning from R-1 and B-2 to B-2

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

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 7 DATE August 18, 2022

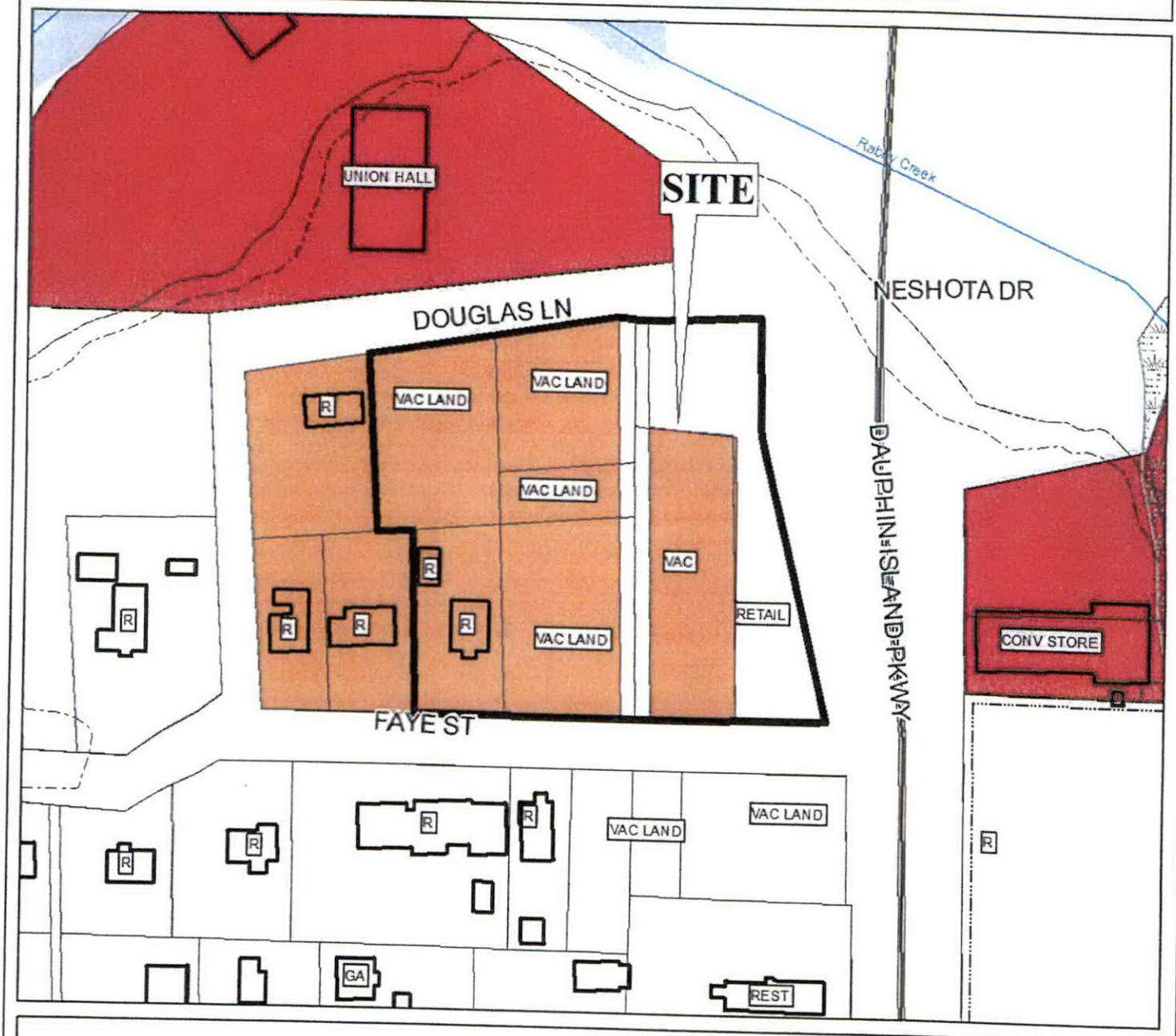
APPLICANT Hakanson Subdivision, Block 2, Resubdivision of Lots 6, 7, 10, & 11 and Parcels A & B

REQUEST Subdivision, Rezoning from R-1 and B-2 to B-2

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. A convenience store lies east of the site.

APPLICATION NUMBER 7 DATE August 18, 2022

APPLICANT Hakanson Subdivision, Block 2, Resubdivision of Lots 6, 7, 10, & 11 and Parcels A & B

REQUEST Subdivision, Rezoning from R-1 and B-2 to B-2

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by residential units. A convenience store lies east of the site.

APPLICATION NUMBER 7 DATE August 18, 2022

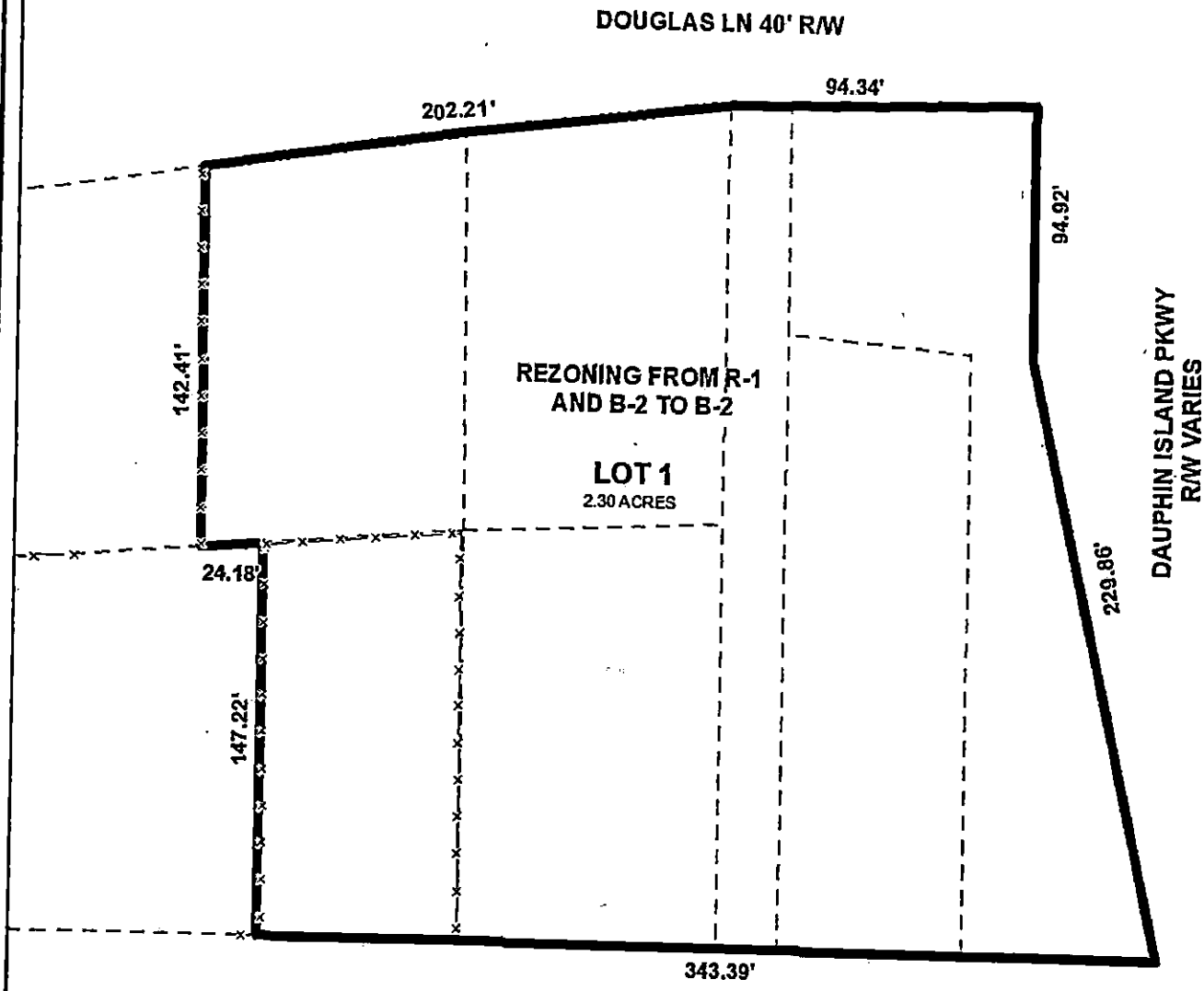
APPLICANT Hakanson Subdivision, Block 2, Resubdivision of Lots 6, 7, 10, & 11 and Parcels A & B

REQUEST Subdivision, Rezoning from R-1 and B-2 to B-2

N

NTS

SITE PLAN



The site plan illustrates

APPLICATION NUMBER 7 DATE August 18, 2022

APPLICANT Hakanson Subdivision, Block 2, Resubdivision of Lots 6, 7, 10, & 11 and Parcels A & B

REQUEST Subdivision, Rezoning from R-1 and B-2 to B-2

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:1/24/2023

Sponsored by:

Councilmember Jones

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	1/19/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/19/2023 - 12:03 PM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 6712 Old Dobbin Drive North
(East terminus of Blue Ridge Boulevard, extending to the West terminus of Old Dobbin Drive North, the west terminus of Harness Way, the north terminus of Creekline Drive, and the north terminus of Valleydale Drive)

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 20, 2022, a public hearing will be held on the 24th day of January, 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 6712 Old Dobbin Drive North (East terminus of Blue Ridge Boulevard, extending to the West terminus of Old Dobbin Drive North, the west terminus of Harness Way, the north terminus of Creekline Drive, and the north terminus of Valleydale Drive) from R-1, Single Family Residential District, R-2, Two Family Residential District, and B-1, Buffer Business District to R-1, Single Family Residential District..

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

Lisa C. Lambert
City Clerk

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

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

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

PARCEL A:

COMMENCING AT A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 5 SOUTH RANGE 2 WEST, MOBILE COUNTY, ALABAMA WHERE IT IS INTERSECTED BY THE SOUTH RIGHT OF WAY LINE OF A 40 FOOT SERVICE ROAD SOUTH OF AND PARALLEL WITH COTTAGE HILL ROAD, SAID POINT BEING THE NORTHEAST CORNER OF ASHVILLE, UNIT ONE, ACCORDING TO PLAT RECORDED IN MAP BOOK 66 PAGE 111 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, RUN SOUTH 00 DEGREES 09 MINUTES 20 SECONDS WEST ALONG THE EASTERN BOUNDARY OF ASHVILLE, UNIT ONE 280.70 FEET TO A POINT; THENCE CONTINUING ALONG SAID EASTERN

BOUNDARY OF ASHVILLE, UNIT ONE RUN NORTH 89 DEGREES 18 MINUTES 55 SECONDS EAST 221.41 FEET TO A POINT; THENCE CONTINUING ALONG SAID EASTERN BOUNDARY RUN SOUTH 68 DEGREES 34 MINUTES 44 SECONDS EAST 130.86 FEET TO THE NORTHWEST CORNER OF CARRIAGE HILLS, UNIT TWO, ACCORDING TO PLAT RECORDED IN MAP BOOK 24, PAGE 92 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, SAID POINT BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE ALONG THE WESTERN BOUNDARY OF SAID CARRIAGE HILLS, UNIT TWO, RUN AS FOLLOWS: SOUTH 16 DEGREES 14 MINUTES 47 SECONDS WEST 111.93 FEET, SOUTH 22 DEGREES 30 MINUTES 13 SECONDS EAST 170.00 FEET, SOUTH 04 DEGREES 24 MINUTES 43 SECONDS EAST 109.05 FEET, SOUTH 17 DEGREES 08 MINUTES 07 SECONDS WEST 70.0 FEET, SOUTH 00 DEGREES 08 MINUTES 07 SECONDS WEST 665.10 FEET TO THE NORTHWEST CORNER OF CARRIAGE HILLS, UNIT FOUR, ACCORDING TO PLAT RECORDED IN MAP BOOK 26 PAGE 31 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE WESTERN BOUNDARY OF SAID CARRIAGE HILLS UNIT FOUR, RUN AS FOLLOWS: SOUTH 42 DEGREES 38 MINUTES 07 SECONDS WEST 158.00 FEET SOUTH 19 DEGREES 08 MINUTES 51 SECONDS WEST 32.09 FEET, SOUTH 11 DEGREES 06 MINUTES 39 SECONDS EAST 170.0 FEET, SOUTH 00 DEGREES 36 MINUTES 39 SECONDS EAST 250,0 FEET, SOUTH 21 DEGREES 36 MINUTES 39 SECONDS EAST 260 FEET, NORTH 69 DEGREES 08 MINUTES 38 SECONDS EAST 71.40 FEET, SOUTH 08 DEGREES 15 MINUTES 32 SECONDS WEST 225.00 FEET, SOUTH 04 DEGREES 45 MINUTES 32 SECONDS WEST 205.00 FEET TO THE SOUTHWEST CORNER OF SAID CARRIAGE HILLS, UNIT FOUR; THENCE ALONG THE SOUTHERN BOUNDARY OF SAID CARRIAGE HILLS, UNIT FOUR, RUN SOUTH 71 DEGREES 14 MINUTES 28 SECONDS EAST 170,00 FEET TO THE NORTHWEST CORNER OF CARRIAGE HILLS, UNIT FIVE ACCORDING TO PLAT RECORDED IN MAP BOOK 26 PAGE 51 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY ALABAMA; THENCE ALONG THE WESTERN BOUNDARY OF SAID CARRIAGE HILLS, UNIT FIVE, RUN SOUTH 39 DEGREES 05 MINUTES 43 SECONDS EAST 44.49 FEET TO THE NORTHWEST CORNER OF CARRIAGE HILLS, UNIT SIX ACCORDING TO PLAT RECORDED IN MAP BOOK 26 PAGE 109 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE WESTERN BOUNDARY OF SAID CARRIAGE HILLS, UNIT SIX, RUN AS FOLLOWS: SOUTH 35 DEGREES 47 MINUTES 57 SECONDS WEST 344.67 FEET, SOUTH 82 DEGREES 11 MINUTES 57 SECONDS WEST 84.95 FEET, SOUTH 00 DEGREES 12 MINUTES 03 SECONDS EAST 750.00 FEET, SOUTH 13 DEGREES 00 MINUTE 57 SECONDS WEST 215.05 FEET TO THE NORTHEAST CORNER OF CHELSEA, UNIT TWO, ACCORDING TO PLAT RECORDED IN MAP BOOK 58 PAGE 121 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE NORTHERN BOUNDARY OF SAID CHELSEA, UNIT TWO RUN AS FOLLOWS; NORTH 67 DEGREES 58 MINUTES 45 SECONDS WEST 23.28 FEET, SOUTH 73 DEGREES 23 MINUTE 36 SECONDS WEST 37.80 FEET, SOUTH 88 DEGREES 01 MINUTES 28 SECONDS WEST 100.40 FEET, NORTH 78 DEGREES 17 MINUTES 13 SECONDS WEST 38.00 FEET, SOUTH 73 DEGREES 35 MINUTES 25 SECONDS \VEST 45.53 FEET, SOUTH 83 DEGREES 56 MINUTES 56 SECONDS WEST 82.26 FEET, SOUTH 80 DEGREES 05

MINUTES 10 SECONDS WEST 84.51 FEET, SOUTH 77 DEGREES 36 MINUTES 42 SECONDS WEST 96.74 FEET, SOUTH 69 DEGREES 00 MINUTES 48 SECONDS WEST 145.45 FEET, NORTH 66 DEGREES 00 MINUTES 52 SECONDS WEST 87.50 FEET, NORTH 70 DEGREES 01 MINUTES 43 SECONDS WEST 28.57 FEET, SOUTH 80 DEGREES 43 MINUTES 13 SECONDS WEST 55.18 FEET, SOUTH 44 DEGREES 07 MINUTES 19 SECONDS WEST 42.54 FEET, SOUTH 70 DEGREES 36 MINUTES 08 SECONDS WEST 149.28 FEET, SOUTH 44 DEGREES 56 MINUTES 38 SECONDS WEST 250 FEET, MORE OR LESS TO THE CENTER OF MILKHOUSE CREEK; THENCE ALONG THE MEANDERING OF SAID CENTER OF MILKHOUSE CREEK RUN NORTHWARDLY 1350 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF SHADOW CREEK, ACCORDING TO PLAT RECORDED IN MAP BOOK 84 PAGE 40 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE EASTERN BOUNDARY OF SAID SHADOW CREEK, SAID EASTERN BOUNDARY BEING THE CENTER OF MILKHOUSE CREEK RUN NORTHWARDLY 200 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SHADOW CREEK, SAID CORNER BEING THE SOUTHEAST CORNER OF CHARLESTON OAKS, UNIT FOUR, ACCORDING TO THE PLAT RECORDED IN MAP BOOK 52 PAGE 77 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE EASTERN BOUNDARY OF SAID CHARLESTON OAKS, UNIT FOUR SAID EASTERN BOUNDARY BEING THE CENTER OF MILKHOUSE CREEK RUN NORTHWARDLY 620 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF SAID CHARLESTON OAKS, UNIT FOUR, SAID POINT BEING THE SOUTHEAST CORNER OF CHARLESTON OAKS, UNIT FIVE ACCORDING TO PLAT RECORDED IN MAP BOOK 53 PAGE 31 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE EASTERN BOUNDARY OF CHARLESTON OAKS, UNIT FIVE, SAID EASTERN BOUNDARY BEING THE CENTER OF MILKHOUSE CREEK, RUN NORTHWARDLY 1670 FEET MORE OR LESS, TO THE NORTHEAST CORNER OF SAID CHARLESTON OAKS, UNIT FIVE, SAID POINT BEING ON THE NORTH LINE THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 5 TOWNSHIP 5 SOUTH RANGE 2 WEST; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5 TOWNSHIP 5 SOUTH RANGE 2 WEST, RUN SOUTH 89 DEGREES 50 MINUTES 05 SECONDS EAST 843. 76 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5, TOWNSHIP 5 SOUTH, RANGE 2 WEST; THENCE ALONG THE EAST LINE RUN NORTH 00 DEGREES 09 MINUTES 20 SECONDS WEST 25.00 FEET TO A POINT; THENCE RUN NORTH 89 DEGREES 50 MINUTES 05 SECONDS WEST 451 FEET, MORE OR LESS TO THE CENTER OF MILKHOUSE CREEK; THENCE ALONG SAID CENTER OF MILKHOUSE CREEK RUN NORTHWARDLY 344 FEET, MORE OR LESS TO A POINT THAT WOULD BE A WESTWARD EXTENSION OF THE SOUTHERN BOUNDARY OF THE AFOREMENTIONED ASHVILLE, UNIT ONE; THENCE ALONG SAID EXTENSION AND ALONG SAID SOUTHERN BOUNDARY OF ASHVILLE, UNIT ONE, RUN NORTH 76 DEGREES 18 MINUTES 45 SECONDS EAST 404 FEET MORE OR LESS TO A POINT; THENCE CONTINUING ALONG SAID SOUTHERN BOUNDARY OF ASHVILLE, UNIT ONE RUN NORTH 85 DEGREES 48 MINUTES 45 SECONDS EAST 238.07 FEET TO A POINT; THENCE ALONG THE SOUTHEASTERN BOUNDARY OF ASHVILLE, UNIT ONE,

RUN AS FOLLOWS: NORTH 38 DEGREES 35 MINUTES 05 SECONDS EAST 150.00 FEET, NORTH 34 DEGREES 37 MINUTES 21 SECONDS EAST 50.12 FEET, NORTH 43 DEGREES 05 MINUTES 05 SECONDS EAST 165.00 FEET, NORTH 51 DEGREES 09 MINUTES 25 SECONDS EAST 170.38 FEET TO THE POINT OF BEGINNING.

PARCEL B:

COMMENCE AT THE SOUTHWEST COMER OF SECTION 8, TOWNSHIP 5, RANGE 2 WEST, ST. STEPHENS MERIDIAN AND RUN SOUTH 89 DEGREES 33 MINUTES 29 SECONDS EAST , FOR A DISTANCE OF 1330.59 FEET FOR A POINT OF BEGINNING; THENCE RUN NORTH 00 DEGREES 12 MINUTES 50 SECONDS WEST, 3050.01 FEET; THENCE RUN NORTHEASTWARDLY 380 FEET, MORE OR LESS, THENCE RUN NORTHWARDLY 830 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF UNO SUBDIVISION, PHASE ONE AS SHOWN BY MAP OR PLAT THEREOF RECORDED IN MAP BOOK 121, PAGE 22; THENCE RUN SOUTH 88 DEGREES 02 MINUTES 54 SECONDS WEST, 63.01 FEET; THENCE RUN NORTH 00 DEGREES 12 MINUTES 28 SECONDS EAST, 276.71 FEET; THENCE RUN SOUTH 88 DEGREES 47 MINUTES 57 SECONDS EAST, ALONG THE SOUTH MARGIN OF SHADOW CREEK SUBDIVISION, AS SHOWN ON MAP OR PLAT THEREOF RECORDED IN MAP BOOK 84, PAGE 40, FOR A DISTANCE OF 615 FEET, MORE OR LESS TO A POINT IN THE CENTER OF MILKHOUSE CREEK; THENCE RUN SOUTHWARDLY ALONG THE CENTERLINE OF THE MEANDERINGS OF MILKHOUSE CREEK A DISTANCE OF 1350 MORE OR LESS, TO A POINT ON THE NORTH BOUNDARY OF CHELSEA SUBDIVISION, UNIT TWO, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT MAP BOOK 58, PAGE 121, THENCE RUN SOUTH 44 DEGREES 56 MINUTES 38 SECONDS WEST, A DISTANCE OF 42 FEET, MORE OR LESS, THENCE RUN SOUTH 17 DEGREES 28 MINUTES 54 SECONDS EAST, ALONG THE WEST LINE OF SAID CHELSEA SUBDIVISION, UNIT TWO AND ALSO CHELSEA SUBDIVISION, UNIT ONE, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT MAP BOOK 39, PAGE 82, FOR A DISTANCE OF 890.57 FEET, THENCE RUN SOUTH 14 DEGREES 34 MINUTES 24 SECONDS EAST, A DISTANCE OF 169.91 FEET; THENCE RUN SOUTH 04 DEGREES 54 MINUTES 01 SECONDS WEST, A DISTANCE OF 430.02 FEET, THENCE RUN SOUTH 16 DEGREES 37 MINUTES 54 SECONDS EAST, A DISTANCE OF 659.14 FEET; THENCE RUU SOUTH 25 DEGREES 35 MINUTES 52 SECONDS EAST, A DISTANCE 405.03 FEET; THENCE RUN SOUTH 39 DEGREES 35 MINUTES 49 SECONDS EAST, A DISTANCE OF 200.01 FEET; THENCE RUN SOUTH 00 DEGREES 35 MINUTES 58 SECONDS EAST, A DISTANCE OF 360.02 FEET; THENCE RUN SOUTH 20 DEGREES 42 MINUTES 15 SECONDS EAST, A DISTANCE OF 278.19 FEET; THENCE RUN SOUTH 56 DEGREES 34 MINUTES 43 SECONDS, A DISTANCE OF 412.01 FEET, THENCE RUN NORTH 89 DEGREES 33 MINUTES 29 SECONDS, A DISTANCE OF 1673.23 FEET TO THE POINT OF BEGINNING.

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

Residential District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a R-1, Single Family Residential District until all of the conditions set forth below have been complied with: 1) Full compliance with the Engineering Comments (Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). 2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. 3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. 4. Each Lot Owner shall be required to submit a Single-Family Residential Affidavit application with the initial construction of a single-family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area. 5. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. 6. 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. 7. 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. 8. The proposed development must comply with all Engineering Department design requirements and Policy Letters.); and, 2) full compliance with all municipal codes and ordinances.

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

AN ORDINANCE 2022

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

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

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

PARCEL A:

COMMENCING AT A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 5 SOUTH RANGE 2 WEST, MOBILE COUNTY, ALABAMA WHERE IT IS INTERSECTED BY THE SOUTH RIGHT OF WAY LINE OF A 40 FOOT SERVICE ROAD SOUTH OF AND PARALLEL WITH COTTAGE HILL ROAD, SAID POINT BEING THE NORTHEAST CORNER OF ASHVILLE, UNIT ONE, ACCORDING TO PLAT RECORDED IN MAP BOOK 66 PAGE 111 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, RUN SOUTH 00 DEGREES 09 MINUTES 20 SECONDS WEST ALONG THE EASTERN BOUNDARY OF ASHVILLE, UNIT ONE 280.70 FEET TO A POINT; THENCE CONTINUING ALONG SAID EASTERN BOUNDARY OF ASHVILLE, UNIT ONE RUN NORTH 89 DEGREES 18 MINUTES 55 SECONDS EAST 221.41 FEET TO A POINT; THENCE CONTINUING ALONG SAID EASTERN BOUNDARY RUN SOUTH 68 DEGREES 34 MINUTES 44 SECONDS EAST 130.86 FEET TO THE NORTHWEST CORNER OF CARRIAGE HILLS, UNIT TWO, ACCORDING TO PLAT RECORDED IN MAP BOOK 24, PAGE 92 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, SAID POINT BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE ALONG THE WESTERN BOUNDARY OF SAID CARRIAGE HILLS, UNIT TWO, RUN AS FOLLOWS: SOUTH 16 DEGREES 14 MINUTES 47 SECONDS WEST 111.93 FEET, SOUTH 22 DEGREES 30 MINUTES 13 SECONDS EAST 170.00 FEET, SOUTH 04 DEGREES 24 MINUTES 43 SECONDS EAST 109.05 FEET, SOUTH 17 DEGREES 08 MINUTES 07 SECONDS WEST 70.0 FEET, SOUTH 00 DEGREES 08 MINUTES

07 SECONDS WEST 665.10 FEET TO THE NORTHWEST CORNER OF CARRIAGE HILLS, UNIT FOUR, ACCORDING TO PLAT RECORDED IN MAP BOOK 26 PAGE 31 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE WESTERN BOUNDARY OF SAID CARRIAGE HILLS UNIT FOUR, RUN AS FOLLOWS: SOUTH 42 DEGREES 38 MINUTES 07 SECONDS WEST 158.00 FEET SOUTH 19 DEGREES 08 MINUTES 51 SECONDS WEST 32.09 FEET, SOUTH 11 DEGREES 06 MINUTES 39 SECONDS EAST 170.0 FEET, SOUTH 00 DEGREES 36 MINUTES 39 SECONDS EAST 250,0 FEET, SOUTH 21 DEGREES 36 MINUTES 39 SECONDS EAST 260 FEET, NORTH 69 DEGREES 08 MINUTES 38 SECONDS EAST 71.40 FEET, SOUTH 08 DEGREES 15 MINUTES 32 SECONDS WEST 225.00 FEET, SOUTH 04 DEGREES 45 MINUTES 32 SECONDS WEST 205.00 FEET TO THE SOUTHWEST CORNER OF SAID CARRIAGE HILLS, UNIT FOUR; THENCE ALONG THE SOUTHERN BOUNDARY OF SAID CARRIAGE HILLS, UNIT FOUR, RUN SOUTH 71 DEGREES 14 MINUTES 28 SECONDS EAST 170,00 FEET TO THE NORTHWEST CORNER OF CARRIAGE HILLS, UNIT FIVE ACCORDING TO PLAT RECORDED IN MAP BOOK 26 PAGE 51 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY ALABAMA; THENCE ALONG THE WESTERN BOUNDARY OF SAID CARRIAGE HILLS, UNIT FIVE, RUN SOUTH 39 DEGREES 05 MINUTES 43 SECONDS EAST 44.49 FEET TO THE NORTHWEST CORNER OF CARRIAGE HILLS, UNIT SIX ACCORDING TO PLAT RECORDED IN MAP BOOK 26 PAGE 109 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE WESTERN BOUNDARY OF SAID CARRIAGE HILLS, UNIT SIX, RUN AS FOLLOWS: SOUTH 35 DEGREES 47 MINUTES 57 SECONDS WEST 344.67 FEET, SOUTH 82 DEGREES 11 MINUTES 57 SECONDS WEST 84.95 FEET, SOUTH 00 DEGREES 12 MINUTES 03 SECONDS EAST 750.00 FEET, SOUTH 13 DEGREES 00 MINUTE 57 SECONDS WEST 215.05 FEET TO THE NORTHEAST CORNER OF CHELSEA, UNIT TWO, ACCORDING TO PLAT RECORDED IN MAP BOOK 58 PAGE 121 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE NORTHERN BOUNDARY OF SAID CHELSEA, UNIT TWO RUN AS FOLLOWS; NORTH 67 DEGREES 58 MINUTES 45 SECONDS WEST 23.28 FEET, SOUTH 73 DEGREES 23 MINUTE 36 SECONDS WEST 37.80 FEET, SOUTH 88 DEGREES 01 MINUTES 28 SECONDS WEST 100.40 FEET, NORTH 78 DEGREES 17 MINUTES 13 SECONDS WEST 38.00 FEET, SOUTH 73 DEGREES 35 MINUTES 25 SECONDS \VEST 45.53 FEET, SOUTH 83 DEGREES 56 MINUTES 56 SECONDS WEST 82.26 FEET, SOUTH 80 DEGREES 05 MINUTES 10 SECONDS WEST 84.51 FEET, SOUTH 77 DEGREES 36 MINUTES 42 SECONDS WEST 96.74 FEET, SOUTH 69 DEGREES 00 MINUTES 48 SECONDS WEST 145.45 FEET, NORTH 66 DEGREES 00 MINUTES 52 SECONDS WEST 87.50 FEET, NORTH 70 DEGREES 01 MINUTES 43 SECONDS WEST 28.57 FEET, SOUTH 80 DEGREES 43 MINUTES 13 SECONDS WEST 55.18 FEET, SOUTH 44 DEGREES 07 MINUTES 19 SECONDS WEST 42.54 FEET, SOUTH 70 DEGREES 36 MINUTES 08 SECONDS WEST 149.28 FEET, SOUTH 44 DEGREES

56 MINUTES 38 SECONDS WEST 250 FEET, MORE OR LESS TO THE CENTER OF MILKHOUSE CREEK; THENCE ALONG THE MEANDERING OF SAID CENTER OF MILKHOUSE CREEK RUN NORTHWARDLY 1350 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF SHADOW CREEK, ACCORDING TO PLAT RECORDED IN MAP BOOK 84 PAGE 40 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE EASTERN BOUNDARY OF SAID SHADOW CREEK, SAID EASTERN BOUNDARY BEING THE CENTER OF MILKHOUSE CREEK RUN NORTHWARDLY 200 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SHADOW CREEK, SAID CORNER BEING THE SOUTHEAST CORNER OF CHARLESTON OAKS, UNIT FOUR, ACCORDING TO THE PLAT RECORDED IN MAP BOOK 52 PAGE 77 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE EASTERN BOUNDARY OF SAID CHARLESTON OAKS, UNIT FOUR SAID EASTERN BOUNDARY BEING THE CENTER OF MILKHOUSE CREEK RUN NORTHWARDLY 620 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF SAID CHARLESTON OAKS, UNIT FOUR, SAID POINT BEING THE SOUTHEAST CORNER OF CHARLESTON OAKS, UNIT FIVE ACCORDING TO PLAT RECORDED IN MAP BOOK 53 PAGE 31 OF THE AFOREMENTIONED PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG THE EASTERN BOUNDARY OF CHARLESTON OAKS, UNIT FIVE, SAID EASTERN BOUNDARY BEING THE CENTER OF MILKHOUSE CREEK, RUN NORTHWARDLY 1670 FEET MORE OR LESS, TO THE NORTHEAST CORNER OF SAID CHARLESTON OAKS, UNIT FIVE, SAID POINT BEING ON THE NORTH LINE THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 5 TOWNSHIP 5 SOUTH RANGE 2 WEST; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5 TOWNSHIP 5 SOUTH RANGE 2 WEST, RUN SOUTH 89 DEGREES 50 MINUTES 05 SECONDS EAST 843. 76 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5, TOWNSHIP 5 SOUTH, RANGE 2 WEST; THENCE ALONG THE EAST LINE RUN NORTH 00 DEGREES 09 MINUTES 20 SECONDS WEST 25.00 FEET TO A POINT; THENCE RUN NORTH 89 DEGREES 50 MINUTES 05 SECONDS WEST 451 FEET, MORE OR LESS TO THE CENTER OF MILKHOUSE CREEK; THENCE ALONG SAID CENTER OF MILKHOUSE CREEK RUN NORTHWARDLY 344 FEET, MORE OR LESS TO A POINT THAT WOULD BE A WESTWARD EXTENSION OF THE SOUTHERN BOUNDARY OF THE AFOREMENTIONED ASHVILLE, UNIT ONE; THENCE ALONG SAID EXTENSION AND ALONG SAID SOUTHERN BOUNDARY OF ASHVILLE, UNIT ONE, RUN NORTH 76 DEGREES 18 MINUTES 45 SECONDS EAST 404 FEET MORE OR LESS TO A POINT; THENCE CONTINUING ALONG SAID SOUTHERN BOUNDARY OF ASHVILLE, UNIT ONE RUN NORTH 85 DEGREES 48 MINUTES 45 SECONDS EAST 238.07 FEET TO A POINT; THENCE ALONG THE SOUTHEASTERN BOUNDARY OF ASHVILLE, UNIT ONE, RUN AS FOLLOWS: NORTH 38 DEGREES 35 MINUTES 05

SECONDS EAST 150.00 FEET, NORTH 34 DEGREES 37 MINUTES 21 SECONDS EAST 50.12 FEET, NORTH 43 DEGREES 05 MINUTES 05 SECONDS EAST 165.00 FEET, NORTH 51 DEGREES 09 MINUTES 25 SECONDS EAST 170.38 FEET TO THE POINT OF BEGINNING.

PARCEL B:

COMMENCE AT THE SOUTHWEST COMER OF SECTION 8, TOWNSHIP 5, RANGE 2 WEST, ST. STEPHENS MERIDIAN AND RUN SOUTH 89 DEGREES 33 MINUTES 29 SECONDS EAST , FOR A DISTANCE OF 1330.59 FEET FOR A POINT OF BEGINNING; THENCE RUN NORTH 00 DEGREES 12 MINUTES 50 SECONDS WEST, 3050.01 FEET; THENCE RUN NORTHEASTWARDLY 380 FEET, MORE OR LESS, THENCE RUN NORTHWARDLY 830 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF UNO SUBDIVISION, PHASE ONE AS SHOWN BY MAP OR PLAT THEREOF RECORDED IN MAP BOOK 121, PAGE 22; THENCE RUN SOUTH 88 DEGREES 02 MINUTES 54 SECONDS WEST, 63.01 FEET; THENCE RUN NORTH 00 DEGREES 12 MINUTES 28 SECONDS EAST, 276.71 FEET; THENCE RUN SOUTH 88 DEGREES 47 MINUTES 57 SECONDS EAST, ALONG THE SOUTH MARGIN OF SHADOW CREEK SUBDIVISION, AS SHOWN ON MAP OR PLAT THEREOF RECORDED IN MAP BOOK 84, PAGE 40, FOR A DISTANCE OF 615 FEET, MORE OR LESS TO A POINT IN THE CENTER OF MILKHOUSE CREEK; THENCE RUN SOUTHWARDLY ALONG THE CENTERLINE OF THE MEANDERINGS OF MILKHOUSE CREEK A DISTANCE OF 1350 MORE OR LESS, TO A POINT ON THE NORTH BOUNDARY OF CHELSEA SUBDIVISION, UNIT TWO, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT MAP BOOK 58, PAGE 121, THENCE RUN SOUTH 44 DEGREES 56 MINUTES 38 SECONDS WEST, A DISTANCE OF 42 FEET, MORE OR LESS, THENCE RUN SOUTH 17 DEGREES 28 MINUTES 54 SECONDS EAST, ALONG THE WEST LINE OF SAID CHELSEA SUBDIVISION, UNIT TWO AND ALSO CHELSEA SUBDIVISION, UNIT ONE, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT MAP BOOK 39, PAGE 82, FOR A DISTANCE OF 890.57 FEET, THENCE RUN SOUTH 14 DEGREES 34 MINUTES 24 SECONDS EAST, A DISTANCE OF 169.91 FEET; THENCE RUN SOUTH 04 DEGREES 54 MINUTES 01 SECONDS WEST, A DISTANCE OF 430.02 FEET, THENCE RUN SOUTH 16 DEGREES 37 MINUTES 54 SECONDS EAST, A DISTANCE OF 659.14 FEET; THENCE RUU SOUTH 25 DEGREES 35 MINUTES 52 SECONDS EAST, A DISTANCE 405.03 FEET; THENCE RUN SOUTH 39 DEGREES 35 MINUTES 49 SECONDS EAST, A DISTANCE OF 200.01 FEET; THENCE RUN SOUTH 00 DEGREES 35 MINUTES 58 SECONDS EAST, A DISTANCE OF 360.02 FEET; THENCE RUN SOUTH 20 DEGREES 42 MINUTES 15 SECONDS EAST, A DISTANCE OF 278.19 FEET; THENCE RUN SOUTH 56 DEGREES 34 MINUTES 43 SECONDS, A DISTANCE OF 412.01 FEET, THENCE RUN NORTH 89 DEGREES 33 MINUTES 29 SECONDS, A DISTANCE OF 1673.23 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from **R-1, Single Family Residential District, R-2, Two Family Residential District, and B-1, Buffer Business District to R-1, Single Family Residential District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **R-1, Single Family Residential District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **R-1, Single Family Residential District** until all of the conditions set forth below have been complied with: **1) Full compliance with the Engineering Comments** (***Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). 2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. 3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. 4. Each Lot Owner shall be required to submit a Single-Family Residential Affidavit application with the initial construction of a single-family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area. 5. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. 6. 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. 7. 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. 8. The proposed development must comply with all Engineering Department design requirements and Policy Letters.)***; **and, 2) full compliance with all municipal codes and ordinances.**

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

Adopted:

_____

Lisa Lambert, City Clerk

Benchmark Homes Group, LLC
6712 Old Dobbin Drive North
(East terminus of Blue Ridge Boulevard, extending to the West terminus of Old Dobbin Drive North, the West terminus of Harness Way, the North terminus of Creekline Drive, and the North terminus of Valleydale Drive)
Council District 6
Scott Jones

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 24th day of January, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 23rd day of December, 2022 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **6712 Old Dobbin Drive North** (East terminus of Blue Ridge Boulevard, extending to the West terminus of Old Dobbin Drive North, the West terminus of Harness Way, the North terminus of Creekline Drive, and the North terminus of Valleydale Drive).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-1, Single Family Residential District, R-2, Two Family Residential District, and B-1, Buffer Business District to R-1, Single Family Residential District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **R-1** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **R-1** districts until the following conditions have been complied with: **1) Full compliance with the Engineering Comments** ***(Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). 2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. 3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. 4. Each Lot Owner shall be required to submit a Single-Family Residential Affidavit application with the initial construction of a single-family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area. 5. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. 6. 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. 7. 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. 8. The proposed development must comply with all Engineering Department design requirements and Policy Letters.); **and, 2) full compliance with all municipal codes and ordinances.**

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

BENCHMARK HOMES GROUP, LLC
2212 MAIN STREET
DAPHNE, AL 36526
251-473-8600

3441
85-136/653

DATE 12-12-22

PAY TO THE ORDER OF City of Mobile $ 1,125.60

Eleven Hundred Twenty-Five & 60/100 DOLLARS

Security features included. Details on back.

Merchants & Marine Bank MandMBank.com

MEMO ZON-002157-2022

Robin L. Light MP

Main Street Traditional Pink

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

December 12, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of September 1, 2022 considered the request of **Benchmark Homes Group, LLC** for a change in zoning from **R-1, Single Family Residential District, R-2, Two Family Residential District, and B-1, Buffer Business District to R-1, Single Family Residential District** for the property located at **6712 Old Dobbin Drive North** (East terminus of Blue Ridge Boulevard, extending to the West terminus of Old Dobbin Drive North, the West terminus of Harness Way, the North terminus of Creekline Drive, and the North terminus of Valleydale Drive).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) Full compliance with the Engineering Comments (*Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). 2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. 3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. 4. Each Lot Owner shall be required to submit a Single-Family Residential Affidavit application with the initial construction of a single-family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area. 5. A 25' riparian buffer may be required, during***

***development, along the edge of anything considered by ADEM to be a water of the state. 6. 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. 7. 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. 8. The proposed development must comply with all Engineering Department design requirements and Policy Letters.)*; **and, 2) full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

September 6, 2022

Trey Jinright
Jade Consulting, LLC
P.O. Box 1929
Fairhope, Alabama 36532

Re: **6712 Old Dobbin Drive North**
(East terminus of Blue Ridge Boulevard, extending to the West terminus of Old Dobbin Drive North, the West terminus of Harness Way, the North terminus of Creekline Drive, and the North terminus of Valleydale Drive).
Council District 6
ZON-002157-2022 (Rezoning)
Benchmark Homes Group, LLC
Rezoning from R-1, Single Family Residential District, R-2, Two Family Residential District, and B-1, Buffer Business District to R-1, Single Family Residential District.

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

At its meeting on September 1, 2022, the Planning Commission considered the above referenced Subdivision application.

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

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

As such, the Planning Commission voted to recommend Approval of the rezoning request to the City Council, subject to the following conditions:

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

City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. 4. Each Lot Owner shall be required to submit a Single-Family Residential Affidavit application with the initial construction of a single-family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area. 5. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. 6. 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. 7. 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. 8. The proposed development must comply with all Engineering Department design requirements and Policy Letters.); and,

2) full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is $1,125.60. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

MOBILE CITY PLANNING COMMISSION

August 19, 2022

PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **6712 Old Dobbin Drive North**
(East terminus of Blue Ridge Boulevard, extending to the West terminus of Old Dobbin Drive North, the West terminus of Harness Way, the North terminus of Creekline Drive, and the North terminus of Valleydale Drive).
Council District 6
ZON-002157-2022 (Rezoning)
Benchmark Homes Group, LLC
Rezoning from R-1, Single Family Residential District, R-2, Two Family Residential District, and B-1, Buffer Business District to R-1, Single Family Residential District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, September 1, 2022, at 2:00 p.m.** to consider your above referenced application.

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

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

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, August 31, 2022,** to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION

August 19, 2022

PUBLIC HEARING NOTICE

Re: **6712 Old Dobbin Drive North**
(East terminus of Blue Ridge Boulevard, extending to the West terminus of Old Dobbin Drive North, the West terminus of Harness Way, the North terminus of Creekline Drive, and the North terminus of Valleydale Drive).
Council District 6
ZON-002157-2022 (Rezoning)
Benchmark Homes Group, LLC
Rezoning from R-1, Single Family Residential District, R-2, Two Family Residential District, and B-1, Buffer Business District to R-1, Single Family Residential District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, September 1, 2022, at 2:00 p.m.,** to consider the above referenced application.

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

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

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, August 31, 2022,** to allow adequate time for the Commission members to review the information.

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

ZON-002157-2022

Print Form

MOBILE CITY PLANNING COMMISSION

Mailing Address:
Urban Development Department
Planning Section
P O Box 1827
Mobile, Alabama 36633
Phone: (251) 208-5895; Fax: (251) 208-5896

Location
Mobile Government Plaza
205 Government Street
Third Floor - South Tower
Mobile, AL 36644

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

Type of Application and Fees:

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

☐ **Planning Approval**
$ 150.00
(non-profit $ 50.00)

☐ **Planned Unit Development**
$ 150.00

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

1. Applicant: Benchmark Homes Group LLC
(if other than owner, must furnish written authorization from owner)
Full Address: 1290 Main St., Ste. E, Daphne, AL 36526
Telephone: 251-421-2467

2. Owner: Benchmark Homes Group, LLC
(Submit evidence, such as deed or tax assessment, that the above person clearly has right of possession to the land area and any structures thereon)

3. Attach a brief description of property location. See attached

4. Attach a copy of the legal description and parcel number of the property in question. See attached
(Parcel Number)

5. Present Zoning: See attached Proposed Zoning: R-1

6. Area of property, sq. ft. or acres: 83.9 AC

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

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

9. **Planned Unit Development applications:** attach a statement describing the PUD ownership, and copies of agreements or covenants proposed to govern the PUD (see Section 64-5.D.2.a. for other required documentation).

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

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

12. **LABELS AND NOTIFICATION REQUIREMENTS:** 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).

13. **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.

DATE 7/30/2022 APPLICANT'S SIGNATURE: [signature]

Form 150LU008, Jan 2011

JADE CONSULTING JINRIGHT & ASSOCIATES DEVELOPMENT ENGINEERS

LETTER OF TRANSMITTAL

TO: City of Mobile
Mobile Government Plaza
205 Government St., 3rd Floor
Mobile, AL 36644
251-208-5895

FROM: Perry C. "Trey" Jinright, III, PE

DATE: August 1, 2022

REFERENCE NO.: BENCH – 1639

RE: Benchmark Homes Group, LLC

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ AS REQUESTED ☒ FOR APPROVAL ☒ FOR YOUR FILES

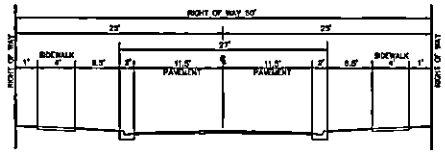
Enclosed please find the following documents for Rezone Approval:

1. Rezone Narrative

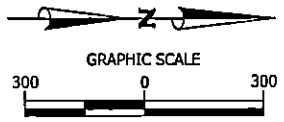
Appendix A	Rezoning Application
Appendix B	Proof of Ownership (Tax Assessors Report)
Appendix C	Adjacent Property Owners Map, List & 5160 Labels
Appendix D	Utility Will Serve Letters
Appendix E	Legal Description
Appendix F	Conceptual Site and Phasing Plan

JADE CONSULTING
Jinright & Associates Development Engineers
208 Greene Road North Fairhope, Alabama 36532
P.O. Box 1929 Fairhope, Alabama 36533
251.928.3443(tel) 251.928.3465(fax)
jadeng@aol.com

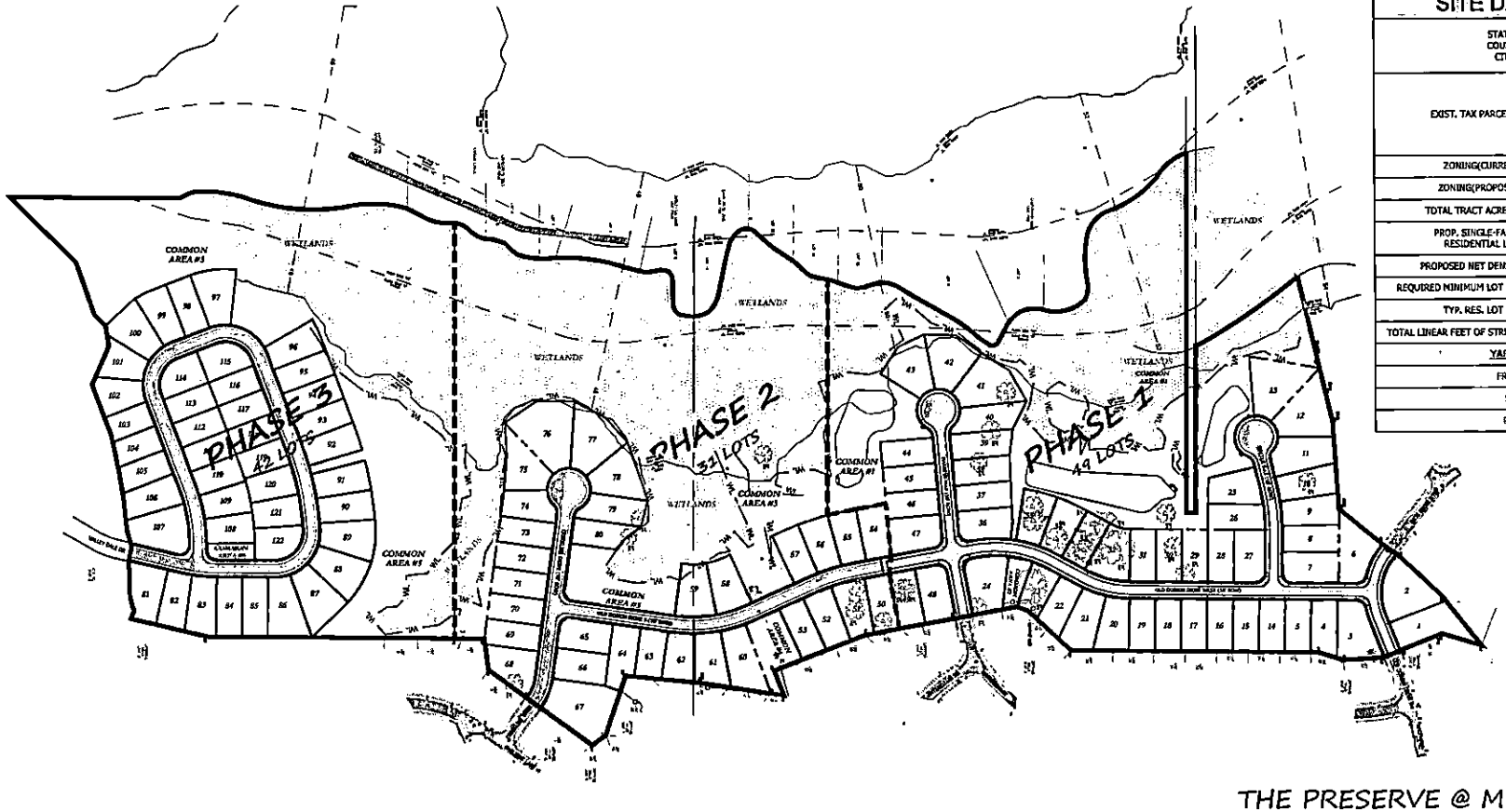
DATE: 07/28/2022



TYPICAL ROADWAY SECTION



SITE DATA TABLE	
STATE OF ALABAMA COUNTY OF MOBILE CITY OF MOBILE	
EXIST. TAX PARCEL ID:	R023303054001030 R023303053000001.042 R023303053000007.013 R023303053000007 R023303054001030.02 R023303082000001 R023303081003046
ZONING(CURRENT):	SPLIT ZONED B-1, R-1, & R-2
ZONING(PROPOSED):	R-1
TOTAL TRACT ACREAGE:	±83.9 AC
PROP. SINGLE-FAMILY RESIDENTIAL LOTS:	122 LOTS
PROPOSED NET DENSITY:	1.45 UNITS/AC
REQUIRED MINIMUM LOT SIZE:	7,200 SF
TYP. RES. LOT SIZE:	70'x140' = 9,800 SF
TOTAL LINEAR FEET OF STREETS:	± 6,050 LF
YARD SETBACKS:	
FRONT:	25'
SIDE:	8' / 20' (CORNER LOT)
REAR:	8'



THE PRESERVE @ MILKHOUSE CREEK

CONCEPTUAL SITE & PHASING PLAN
PROPOSED SINGLE-FAMILY RESIDENTIAL DEVELOPMENT
OLD DOBBIN DRIVE
MOBILE, AL

R023303053000001.021
AFZALIRAD ALI & CHARITY MASON
6758 BILTMORE CT
MOBILE, AL 36695

R023303081003016.000
ANGELIDIS ALEXANDER PAUL &
RENEE J LLAUGET
2816 GASLIGHT LN W
MOBILE, AL 36695

R023303053000001.040
ASHEVILLE HOMEOWNERS
ASSOCIATION INC A CORPORATION
PO BOX 9291
MOBILE, AL 36691

R023303081002073.000
BEASLEY KYLE
2813 GASLIGHT LN W
MOBILE, AL 36695

R023303081002072.000
BETHUNE GEORGE E & TYRONNDA
1321 TOMOKA TOWN CENTER DR
APT 110
DAYTONA BEACH, FL 32117

R023303081003018.000
BOSCO RICHARD A
2824 GASLIGHT LN W
MOBILE, AL 36695

R023303082000001.006
BROOKS TRE R
6820 COVENTRY COURT
MOBILE, AL 36695

R023303053000001.043 & .044
CASTRO VICTOR
3370 BRISTLECONE DR
MOBILE, AL 36693

R023303082000001.064
CHARLESTON APT. OF MOBILE LLC
116 ONE MADISON PLAZA STE 2100
MADISON, MS 39110

R023303081003024.000
COLEMAN ANTONIO D
2904 GASLIGHT LN W
MOBILE, AL 36695

R023303054001099.000
ALFARO JORGE & SILVA YADIERA
2559 WAGON TONGUE DR S
MOBILE, AL 36609

R023303053000001.022
ANSARI SANA S
6762 BILTMORE CT
MOBILE, AL 36695

R023303082000001.028
BAKER JUDY M AS SOLE TRUSTEE
2801 CHURCHBELL DR
MOBILE, AL 36695

BENCHMARK HOMES GROUP LLC
2212 MAIN ST
DAPHNE, AL 36526

R023303081003001.000
BLOOM DONALD A & NEDRA W
6721 HITCHING POST CT
MOBILE, AL 36695

R023303053000001.026
BOUDREAUX HARRY
6763 BILTMORE COURT
MOBILE, AL 36695

R023303054001098.000
BURROUGHS BRUCE JOHN
8305 REIDY CT
MOBILE, AL 36695

R023303054001100.000
STEVEN M & VANESSA H CHAPPELL
C/O ANDREA & JOSEPH TARNECKI
2555 WAGON TONGUE DR
MOBILE, AL 36695

R023303053000001.001
CHARLESTON OAKS HOMEOWNERS
ASSOCIATION INC
PO BOX 9434
MOBILE, AL 36691

R023303054001047.000
COORS JESSI PAIGE KELLEY
6704 THOROUGHBRED CT
MOBILE, AL 36695

R023303054001046.000
ANDERS RICHARD DEAN & VINCENT
ALLEN MILLER
2608 ANTEBELLUM DR
MOBILE, AL 36695

R023303053000001.023
ARNOLD LARRY J & DIANNE C
ARNOLD
6766 BILTMORE CT
MOBILE, AL 36693

R023303082000001.026
BALL CLARENCE M JR &
CHARLESETTA
1 SOUTHERN WAY
MOBILE, AL 36619

R023303054001055.000
BOLTZ SHERRY L & JOSEPH H
BOOKER
6709 HITCHING POST CT
MOBILE, AL 36695

R023303081003020.000
BRIGGS ANTHONY & DEBRA L
2832 W GASLIGHT LANE
MOBILE, AL 36695

R023303054001048.000
BUTLER BRUCE & ANGELA BUTLER
30229 WESTMINISTER GATES DR
SPANISH FORT, AL 36527

R023303053000001.030
COCHRAN SAMUEL M & SABRINA L
COCHRAN
6747 BILTMORE CT
MOBILE, AL 36695

R023303081003012.000
CRENSHAW DAPHIAN V & LEANNA
CRENSHAW
2800 GASLIGHT LN W
MOBILE, AL 36695

R023303054001030.006
CUMBEST PAM
2828 COTSWOLD CT
KELLER, TX 76248

R023303054001030.003
DAVIS WALTER FRANK II C/O WALKER LATORIA J
2517 BLUE RIDGE BLVD
MOBILE, AL 36695

R023303054001039.000
DELFIERRO ROSS & ANICIA DELFIERRO
605 CHELSEA DR E
MOBILE, AL 36608

R023303081003046.096
EDWARDS CECIL W & JOANN
2909 VALLEY DALE DR
MOBILE, AL 36695

R023303054001027.000
FECAS MICHAEL P & MARIE FECAS
6640 OLD DOBBIN DR N
MOBILE, AL 36695

R023303081003026.000
GREER DAVID
2912 GASLIGHT LN W
MOBILE, AL 36695

R023303053000001.027
GUARDIAN TAX AL LLC C/O CURRY DEBORAH A & RANDY B CURRY
13575 LYNAM DR
OMAHA, NE 68138

R023303054001048.01
HAVARD JOHN BRADY AND SAMANTHA RENE HAVARD
6709 THOROUGHBRED CT
MOBILE, AL 36695

R023303081003010.000
HOLLEY ANDREA MOBLEY
6620 GASLIGHT LN N
MOBILE, AL 36695

R023303082000001.039
HYDER RICHARD AKA RICHARD R & DEBORAH HYDER AKA DEBORAH
6817 GARDEN RIDGE CT
MOBILE, AL 36695

R023303054001097.000
CUNNINGHAM TANYA C/O RATLEDGE EDWIN
2571 WAGON TONGUE DR
MOBILE, AL 36695

R023303054001036.000
DAY MARVIN E & KELLEY C
2574 WAGON TONGUE DR
MOBILE, AL 36695

R023303082000001.001
DUDLEY ERIC JOHN & DEBRA LEE
2908 VALLEY DALE DRIVE
MOBILE, AL 36695

R023303082000001.035
ELLIFF DARYL & BRENDA ELLIFF
6801 GARDEN RIDGE CT
MOBILE, AL 36695

R023303054001051.000
FERRY ROBERT R & CAROL
6704 HITCHING POST COURT
MOBILE, AL 36695

R023303054001093.000
GREGORY JIMMY TERRELL & REBECCA C
2587 WAGON TONGUE DR
MOBILE, AL 36695

R023303081003033.000
GUENDOUZI JACQUELINE A & MAHDI GUENDOUZI
6617 GATEWOOD DR
MOBILE, AL 36695

R023303081003011.000
HAYNES RONALD H & LUCY G
6624 GASLIGHT LN N
MOBILE, AL 36695

R023303054001043.000
HOLT EDDIE & SHEILA HOLT
6712 HARNESS WAY
MOBILE, AL 36695

R023303054001033.000
JACOBS PEGGY M
2560 WAGON TONGUE DR
MOBILE, AL 36695

R023303054001050.000
DAMRON DENVER L & ALEXIS G
2624 ANTEBELLUM DRIVE
MOBILE, AL 36695

R023303054001041.000
DEBLAEY MATTHEW L
6704 HARNESS WAY
MOBILE, AL 36695

R023303053000001.031
DYAL SHAHRZAD & EVAN DYAL
2516 BLUE RIDGE BLVD
MOBILE, AL 36695

R023303081003025.000
EVANS CORA L
2908 GASLIGHT LANE W
MOBILE, AL 36695

R023303081003021.000
FREY ALICE LOUISE
2836 W GASLIGHT LN
MOBILE, AL 36695

R023303054001053.000
GRIFFITH DAWN
6712 HITCHING POST CT
MOBILE, AL 36695

R023303081002087.000
HARKINS CHARLES G & ELIZABETH HARKINS
6624 HORSEMANS CIR
MOBILE, AL 36695

R023303081003023.000
HENN JEFFREY D & KAREN E
2900 GASLIGHT LANE
MOBILE, AL 36695

R023303054001025.000
HUNTER LARRY JR
6632 OLD DOBBIN DR N
MOBILE, AL 36695

R023303054001034.000
JEFFREY CHARLES C
2564 WAGON TONGUE DR
MOBILE, AL 36695

R023303081003027.000
JOHNSON HOLLIE CATHERINE
2916 GASLIGHT LN W
MOBILE, AL 36695

R023303081003015.000
KBS PROPERTIES LLC C/O TERRY & HOLLY STEWART
2812 GASLIGHT LN W
MOBILE, AL 36695

R023303054001042.000
KNOTTS TABITHA & TRENT JOHNSON
6708 HARNESS WAY
MOBILE, AL 36695

R023303081003046.095
LAMBERT JAMES R JR
2905 VALLEY DALE DR
MOBILE, AL 36695

R023303054001031.000
LEPRE LYNDELL JOSEPH JR & THERESA LYNNE
2550 WAGON TONGUE DR
MOBILE, AL 36695

R023303053000001.024
LUCAS DAVID NATHANIEL & ALLISON BETTS LUCAS
6770 BILTMORE CT
MOBILE, AL 36695

R023303082000001.043
MARTIN ESTELLE A
6812 GARDEN RIDGE CT
MOBILE, AL 36695

R023303081002086.000
MCCANTS PATRICNELLA C & VICTOR MARCELL MCCANTS
6620 HORSEMAN'S CIR
MOBILE, AL 36695

R023303054001035.000
DALLAS FREDERICK JR & MARY M MILLER C/O JACQUELINE BENSON
2570 WAGON TONGUE DR
MOBILE, AL 36695

R023303081003008.000
MOORE MICHAEL B & DENISE C
6612 GASELIGHT LANE N
MOBILE, AL 36695

R023303081003046.097
JOHNSON LATERRIA
2913 VALLEY DALE DR
MOBILE, AL 36695

R023303054001069.000
KELLER CURTIS L & JACQUELINE B KELLER & FRANCES M KELLER
2600 WAGON TONGUE DR
MOBILE, AL 36695

R023303054001040.000
KOVAL RICKY & ROSEMARY
2592 WAGON TONGUE DR
MOBILE, AL 36695

R023303054001096.000
LEAVER VERONICA L
2575 WAGON TONGUE DR
MOBILE, AL 36695

R023303054001030.005
LIBERTY REAL ESTATE LLC
2735 BENNINGTON DR
MOBILE, AL 36695

R023303053000007.012
MALLIPEDDI VISHWANTH REDDY
2817 CHURCHBELL CT
MOBILE, AL 36695

R023303054001045.000
MARVEL KIM D
2604 ANTEBELLUM DR
MOBILE, AL 36695

R023303081003046.099
MCGUIRE MARY S C/O MCGUIRE MARY S
2921 VALLEY DALE DRIVE
MOBILE, AL 36695

R023303082000001.044
MILLER THERESA F PROVINCE
6808 GARDEN RIDGE CT
MOBILE, AL 36695

R023303054001044.000
MORRISSETTE CAROLYN
856 S DEARBORN ST
MOBILE, AL 36603

R023303081002057.001
JONES BRYANT M & KERI M SPARKS
6616 GATEWOOD DR
MOBILE, AL 36695

R023303053000001.005
KIRBY PROPERTIES L L C
7060 AIRPORT BLVD
MOBILE, AL 36608

R023303081003013.000
LAMBERT GEORGE T & GERALDINE Y
2804 GASLIGHT LN W
MOBILE, AL 36609

R023303054001055.01
LEE BROOKS FRANCIS & MORGAN LEIGH ODEN
6705 HITCHING POST
MOBILE, AL 36695

R023303081003022.000
LIEBLING IRWIN & CARLA J
2840 GASLIGHT LANE W
MOBILE, AL 36695

R023303053000001.032-034 & 30.004
MARR THOMAS M JR
PO BOX 82
POINT CLEAR, AL 36564

R023303053000007.010
MATHEWS CRAIG & DEBORAH
2809 CHURCHBELL CT
MOBILE, AL 36695

R023303054001066.000
MCKNIGHT JAMES P JR & BONNIE R
2609 ANTEBELLUM DR
MOBILE, AL 36609

R023303082000001.045
MILLER WILLIAM EUGENE JR
6804 GARDEN RIDGE
MOBILE, AL 36695

R023303054001092.000
MORRISSETTE RUDELL & SANDRA ANNICE MORRISSETTE
2591 WAGON TONGUE DR
MOBILE, AL 36695

R023303081002059.000
MUDREAC CLAUDIU L & CARNELIA
2905 W GASLIGHT LN
MOBILE, AL 36605

R023303081002089.000
NGUYEN PHUOC VAN C/O PLUMLEE JEFFREY & SARAH PLUMLEE
6817 N GASLIGHT LN N
MOBILE, AL 36695

R023303054001054.000
OVERSTREET JEFFERY S
6716 HITCHING POST CT
MOBILE, AL 36695

R023303081003029.000
PERCIVAL CHRISTINE
2924 GASLIGHT LN W
MOBILE, AL 36695

R023303081003002.000
POLIZZI KRISTINA E
6717 HITCHING POST CT
MOBILE, AL 36695

R023303054001095.000
POWELL APRIL L
2579 WAGON TONGUE DR
MOBILE, AL 36695

R023303081002074.000
RASCH KAREN M
2809 GASLIGHT LN W
MOBILE, AL 36695

R023303082000001.005
RICHBOURG BRANDY N
6816 COVENTRY COURT
MOBILE, AL 36695

R023303081002060.000
RUSH GEORGE F
6609 DEVONDALE CT
MOBILE, AL 36695

R023303053000007.009
MYC LUKASZ ANDRZEJ & LAURA ELIZABETH-ROOP MYC
2805 CHURCHBELL CT
MOBILE, AL 36695

R023303081003019.000
HERBERT B & PATRICIA W ORR, TRUSTEES OF THEIR SUCCESSORS
2828 GASLIGHT LANE W
MOBILE, AL 36695

R023303082000001.007
OWLER JOHN F & THERESA M
6817 COVENTRY CT
MOBILE, AL 36695

R023303054001094.000
PEREZ JONATHAN H & ANNE PEREZ
2583 WAGON TONGUE DR
MOBILE, AL 36695

R023303081003014.000
POLK JOHN WAYNE & NANCY L
2808 GASLIGHT LANE WEST
MOBILE, AL 36695

R023303054001068.000
PRESLEY RANDAL G & HANNAH J PRESLEY
6707 HARNESS WAY
MOBILE, AL 36695

R023303082000001.037
RHYNE MELISSA J C/O RHYNE MELISSA J
6809 GARDEN RIDGE CT
MOBILE, AL 36695

R023303081002064.000
ROBERTSON PAMELA B
2833 GASLIGHT LANE W
MOBILE, AL 36695

R023303081002075.000
SAMUELS DORIS B
6625 HORSEMAN'S CIR
MOBILE, AL 36695

R023303082000001.036
NELSON DAVID G JR
6805 GARDEN RIDGE CT
MOBILE, AL 36695

R023303054001052.000
OUTLAW SUSAN JACKSON
6708 HITCHING POST CT
MOBILE, AL 36695

R023303053000001.000
PEOPLES BANK OF ALABAMA THE C/O VEE SERVICES INC
11700 PRESTON RD # 660-193
DALLAS, TX 75230

R023303083000001.002
PHAN AMY
600 SHALIMAR RD
MOBILE, AL 36609

R023303082000001.030
PORTER DARRYL R & SONYA PORTER
2800 CHURCHBELL DR
MOBILE, AL 36695

R023303082000001.053, 54 & 67
RAAMS LLC, A LMTD LIABILITY CO & ASEM HASAN
151 SCHILLINGER RD S
MOBILE, AL 36608

R023303054001067.000
RANKIN ANNA MARIE
P O BOX 190854
MOBILE, AL 36619

R023303053000006.000
RICHARDSON RAYFORD J & VICKI H RICHARDSON
2821 CHURCHBELL CT
MOBILE, AL 36695

R023303053000001.020
ROWLAND JAMES B & MARTHA E
6754 BILTMORE CT
MOBILE, AL 36695

R023303054001028.000
SANCHEZ APRIL V
6700 OLD DOBBIN DRIVE N
MOBILE, AL 36695

R023303081003046.098
SCOTT DESIREE L
2917 VALLEY DALE DR
MOBILE, AL 36695

R023303082000001.029
SELLERS DANIEL C JR & CHRISTIE T
4351 ORTEGA FOREST DR
JACKSONVILLE, FL 32210

R023303054001026.000
SHELTON BRAD A & TERRI A
6636 OLD DOBBIN DR N
MOBILE, AL 36695

R023303082000002.000 & 5.000
SOLLIE ROAD DEVELOPMENT LLC
C/O LYNN NOLEN CONST. INC
3800 SOLLIE RD
MOBILE, AL 36619

R023303082000001.046
STEPHENS CAROL M
2912 VALLEYDALE DR
MOBILE, AL 36695

R023303082000001.018
THISTLETHWAITE ROBERT C & ANDREA BROOKE CARTEE
6825 WINDSOR COURT
MOBILE, AL 36695

R023303053000001.029
UMBEHAGEN OSCAR J JR & VICKI L UMBEHAGEN
6751 BILTMORE CT
MOBILE, AL 36695

R023303082000001.086
UNO DEVELOPMENT LLC
P O BOX 1040
MAGNOLIA SPRINGS, AL 36555

R023303081003017.000
VOLOSHIK JAMES J & CONNIE L
2820 GASLIGHT LANE W
MOBILE, AL 36695

R023303054001032.000
WASHINGTON MORGAN V & ANDREW WASHINGTON
2556 WAGON TONGUE DR
MOBILE, AL 36695

R023303082000001.042
SCOTT MICHAEL C & CECILIA L SCOTT
6816 GARDEN RIDGE CT
MOBILE, AL 36695

R023303054001037.000
SELLERS JAMES DURDEN
2578 WAGON TONGUE DR
MOBILE, AL 36695

R023303054001038.000
SMITH JOHN E & ELAINE A SMITH
2584 WAGON TONGUE DR
MOBILE, AL 36695

R023303053000001.019
STOCKMAN MICHAEL RYAN & LIZA NOEL HUDSPETH STOCKMAN
2504 BLUE RIDGE BLVD
MOBILE, AL 36695

R023303082000001.041
THOMANN ERIC C & CARRIE A
6820 GARDEN RIDGE CT
MOBILE, AL 36695

R023303053000007.011
UMBREIT NICOLETTE
2813 CHURCHBELL CT
MOBILE, AL 36695

R023303081003003.000
VALENTINO FRANCES MARION WARD & PAMELA V KULAKOWSKI
6713 HITCHING POST CT
MOBILE, AL 36695

R023303082000001.040
WALKER DAWN
6821 GARDEN RIDGE CT
MOBILE, AL 36695

R023303081002088.000
WATTS WILLIAM H & PATRICIA M
6621 GASLIGHT LN N
MOBILE, AL 36695

R023303054001101.000
SECRETARY OF HOUSING & URBAN DEV. C/O GUTIERREZ GROUP LLC
3575 PIEDMONT RD NE
ATLANTA, GA 30305

R023303082000001.038
SHAMBURGER SHARRON
6813 GARDEN RIDGE CT
MOBILE, AL 36695

R023303082000001.017
SMITH TONY LEE
6820 WINDSOR CT
MOBILE, AL 36695

R023303081003009.000
SPARKMAN JOSHUA D & LORI J SPARKMAN
6616 GASLIGHT LN N
MOBILE, AL 36695

R023303054001049.000
RON G & JACQUELINE G STUMP
8147 YORKHAVEN RD
MOBILE, AL 36695

R023303054001030.002
TREBESH THOMAS ROBERT REVOCABLE TRUST
5519 SPOONFLOWER DR
PENSACOLA, FL 32526

R023303053000001.028
UNDERWOOD JUDITH & LOWELL THOMAS UNDERWOOD
6755 BILTMORE CT
MOBILE, AL 36695

R023303054001098.01
CARLOS A & MARIA E VIZOSO C/O MCLEOD CHRIS & HAILEY MCLEOD
2205 ANGELCREEK CT
JACKSONVILLE, FL 32221

R023303081003028.000
WASHINGTON LAMAR R
P O BOX 501063
MOBILE, AL 36605

R023303053000001.025
WESLEY MARZELLA
6767 BILTMORE CT
MOBILE, AL 36695

R023303081002065.000
TRUSTEE OF THE THOMAS M WHITESIDE JR REVOCABLE TRUST
2825 GASLIGHT LANE W
MOBILE, AL 36695

R023303082000001.027
ZUSCHKE CHRISTEN A & ANGELA A
2829 CHURCHBELL CT
MOBILE, AL 36695

R023303054001029.000
WIDDOWS RICHARD W & SHIRLEY M
6704 OLD DOBBIN DR N
MOBILE, AL 36695

R023303053000007.007
WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE LOAN TRUST A
1600 S DOUGLASS RD STE 200-A
ANAHEIM, CA 92806

SUBDIVISION, &
ZONING AMENDMENT STAFF REPORT **Date: September 1, 2022**

NAME	Benchmark Homes Group, LLC
SUBDIVISION NAME	Preserve at Milkhouse Creek Subdivision
LOCATION	6712 Old Dobbin Drive North (East terminus of Blue Ridge Boulevard, extending to the West terminus of Old Dobbin Drive North, the West terminus of Harness Way, the North terminus of Creekline Drive, and the North terminus of Valleydale Drive).
CITY COUNCIL DISTRICT	District 6
PRESENT ZONING	R-1, Single Family Residential District, R-2, Two Family Residential District, and B-1, Buffer Business District
PROPOSED ZONING	R-1, Single-Family Residential District
AREA OF PROPERTY	122 Lots / 83.9± Acres
CONTEMPLATED USE	Subdivision approval to create 122 single-family residential lots; and Rezoning from R-1, Single Family Residential District, R-2, Two Family Residential District, and B-1, Buffer Business District, to R-3, Multi-Family Residential District. **It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.**
TIME SCHEDULE FOR DEVELOPMENT	In phases, 18-24 months between each phase
ENGINEERING COMMENTS	

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. On Sheet 1 of 3 - correct the LOT numbers shown in the DRAWING INDEX.
C. On Sheet 1 of 3 - show and label the existing ROW for Blue Ridge Blvd., Old Dobbin Dr. N., Old Dobbin Dr. W., and Harness Way.
D. Sheet 2 of 3 - show and label the existing ROW for Blue Ridge Blvd. Old Dobbin Dr. N., and Wagon Tongue Dr.
E. Sheet 2 of 3 – Provide the exact measurement "observed" on the property lines that begin/end in Milhouse Creek. The monumentation indicates that an exact measurement should be available.
F. Sheet 2 of 3 – Label each and every Common Area.
G. Sheet 3 of 3 – show and label the existing ROW for Old Dobbin Dr. W., and Harness Way.
H. Sheet 3 of 3 – Show and label the BFE (Base Flood Elevation) on each lot (LOT 41, 42, & 43) that contains an AE, V, or X (shaded) flood zone designation. BFE for that portion is elevation 51'.
I. Sheet 2 & 3 - Check and revise the distances shown on the Plat and in the legal description. Four (4) legs do not show the bearing, and one (1) does not show the distance.
J. Sheet 2 & 3 - Check the monumentation and written bearing and distance for the part that includes the western property line along Milkhouse Creek. The distances shown and written should be exact distances since the distance is between sets of capped rods.
K. Label the different Common Areas on each of the three (3) sheets.
L. Revise the plat to label the size (acres and square feet) of each Common Area. Place it underneath the Common Area label.
M. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
N. All subdivision corners (exterior and interior) are required to be set prior to the City Engineer signing the PLAT.
O. 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. Each Lot Owner shall be required to submit a Single Family Residential Affidavit application with the initial construction of a single family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area.
5. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
6. 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.
7. 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.
8. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

TRAFFIC ENGINEERING COMMENTS A traffic impact study has been previously conducted for this site and no off-site improvements are warranted based on the findings in the study. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards.

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

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

REMARKS The applicant is requesting Subdivision approval to create 122 lots from several metes-and-bounds parcels and Rezoning from R-1, Single-Family Residential District, R-2, Two Family Residential and B-1, Buffer-Business District to R-1, Single-Family Residential District.

The site has been given a Low Density Residential land use designation per the Future Land Use Plan and Map, adopted by the Planning Commission at its May 18, 2017 meeting. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting. This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

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

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

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

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

The applicant submitted the following information:

INTRODUCTION/SUMMARY

This narrative is provided in support of the proposed Preserve at Milkhouse Creek subdivision, a 122 lot, single- family subdivision, pursuant to City of Mobile, Zoning Ordinance No. 80-057, May 16, 1967, substantially as enacted with the exception of § 64-10.E. In support of this development, all of the following approvals are being sought.

Approval Type	Approval Authority	Applicable Regulation	Summary
Rezoning	City Council	City of Mobile Zoning Ordinance No. 80-057, May 16, 1967, substantially as enacted with the exception of § 64-10.E	The proposed property is currently split zoned with B-1, R-1 and R-2. The owner is applying for a rezone of all listed parcels to R-1, which will allow for a uniform zoning within the proposed single-family subdivision.

PRESENT AND PROPOSED ZONING

Tax Parcel No.	Current Zoning	Proposed Zoning
R023303053000001.042	B-1	R-1
R023303054001030.02	Split Zoned R-1&R-2	R-1
R023303053000007	Split Zoned R-1&R-2	R-1
R023303082000001	Split Zoned R-1&R-2	R-1
R023303081003046	Split Zoned R-1&R-2	R-1
R023303053000007.013	R-2	R-1
R023303054001030	R-2	R-1

PROPERTY LOCATION

Property is located between the Carriage Hills subdivision and Charleston Oaks subdivision. Milkhouse Creek runs along the western property boundary with Old Dobbin Drive accessing the northern portion and Valley Dale Drive accessing the southern portion.

SITE DESCRIPTION

The proposed project request to rezone 83.9 acres of property that is located within the City limits of Mobile. The property is currently split zoned B-1, R-1, and R-2. This rezone request will rezone the 83.9 acres to a uniform zoning of R-1 that will allow for a 122-lot single-family subdivision development.

The property had a wetlands delineation performed by EcoSolutions back in 2018. The report indicates the site has approximately 35 acres of jurisdictional wetlands located on the property

EXISTING CONDITIONS/STRUCTURES

The 83.9 acre property that is being requested for rezoning is currently woods and has some wetland areas along the creek banks. The site has roughly 70' of relief as it slopes from the existing Carriage Hills subdivision west down to Milkhouse Creek. The wetlands delineation of the site indicates that there are protected features located on the property along the creek banks. There are existing stormwater and sanitary sewer structures conveying runoff and sewage from the adjacent developed public right-of-ways across

the subject property, which will be rerouted and design included in the subdivision construction plans to be submitted during the preliminary plat subdivision process with the City of Mobile.

PROPERTY BACKGROUND

The current property owner purchased the property back in 2017. The property carried the split zonings of B-1, R-1, and R-2 at the time of purchase. The property has remained vacant since that period. A rezoning request was previously brought before the Planning Commission in 2020 for rezoning to R-1 and was approved. After the rezoning approval the project progression was delayed due to the need for resolution of differences with City Council members, City Staff, adjacent property owners, and developer. These have been resolved but the previous rezoning approval has since sunset, so the rezoning of the project is being reapplied for.

TIME SCHEDULE

The proposed subdivision is scheduled to be constructed in three phases, with each phase buildout being roughly separated by 1.5 to 2 years. Future economic activity will determine lot consumption which will ultimately control the timing of each phase of this subdivision. The anticipated lot count for each phase is as follows: Phase 1 – 49 lots, Phase 2 – 31 lots, and Phase 3 – 42 lots.

There is a detailed history associated with the site which was originally assigned an R-A, Residential-Agricultural District classification upon adoption of the current Zoning Ordinance in 1967. In 1980, an area was rezoned from R-A to R-1 and most of the site was rezoned from R-A to R-2; however, there was a condition associated with both rezonings which denies direct access to Carriage Hills. This condition prohibits direct access to the site via Old Dobbin Drive, Harness Way and Creekline Drive; thus, all access to the site (based on the current conditions) must be via Blue Ridge Boulevard and Valley Dale Road. The small B-1 district was created in 1988.

In June 2020, the site was the subject of a Rezoning from R-1, Single-Family Residential District, R-2, Two-Family Residential District, and B-1, Buffer Business District, to R-1, Single-Family Residential. The rezoning application was recommended for approval to the City Council by the Planning Commission, but after several public hearings, the applicant withdrew their request from City Council consideration.

The site was also considered for a 49-lot subdivision (ending just south of Harness Way) at the Commission's August 20, 2020 meeting. The application was granted Tentative Approval; however, the Tentative Approval has expired.

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

The proposed plan calls for 122 lots on 83.9 acres to be developed in three (3) phases. The first phase encompasses approximately 30± acres and extends from the East terminus of Blue Ridge Boulevard and the West terminus of Old Dobbin Drive North, to approximately 250' South of the West terminus of Harness Way. Proposed Phase 2 would then extend to a short distance South of the West terminus of Creekline Drive, and Phase 3 would then extend to the North terminus of Valleydale Drive. The plat illustrates large tracts that will remain as undeveloped Common Areas.

Proposed streets are labeled to have compliant 50-foot rights-of-way and cul-de-sacs are indicated to have a compliant 120-foot diameter; if approved, these dimensions should be retained on the Final Plat. Corner lots are indicated to have compliant 25-foot corner radius curves. All lots are indicated to have a compliant 25-foot minimum building setback from the street frontages, except along side streets where a 20-foot setback is noted (and is compliant with Zoning Ordinance requirements); this information should be retained on the Final Plat.

A site date table is provided for phase 1 which illustrates the average lot size as 11,966 square feet, with the smallest lot proposed as 9,278 square feet. Each lot has this information as well, in both square feet and acres, and should be retained on the Final Plat. This information will also be required for Phases 2 and 3. As submitted, all lots exceed the minimum area required for an individual lot.

As submitted, the site contains several easements and there is a note on the Tentative Plat stating that no structures shall be constructed or placed within any easement without the permission of the easement holder; this note should be retained on the Final Plat.

A large portion of the site consists of Common Areas. There is a note on the preliminary plat stating that all 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. This note should be revised on the Final Plat to simply state that the maintenance of all Common Areas is the responsibility of the property owners.

As per the Traffic Engineering comments, the driveway number, size, location and design are to be approved by Traffic Engineering and conform to AASHTO standards; there is a note on the Tentative Plat stating such, which should be retained on the Final Plat.

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

While the three current zoning classifications would allow for R-1 use, the entire site is proposed to be rezoned to R-1 to eliminate the possibility of split zoning on any of the lots, standardize the allowances within a single-family residential subdivision and to remove conditions associated with the existing zoning districts, such as denial of access to the existing street stubs in Carriage Hills.

Removal of this condition allows for proper connectivity via the existing street stubs to distribute traffic via five (5) access points rather than concentrating traffic onto two (2) streets (Blue Ridge and Valley Dale).

While none of the four (4) conditions as stated above were cited in the application to support the rezoning, the property is proposed to be subdivided into single-family lots. This would indicate that over the course of time that the rezoning is necessary and desirable to continue the development of single-family homes, and that the subdivision of land into building (home) sites makes the reclassification of the land necessary and desirable.

RECOMMENDATION

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

1) retention of the right-of-way width label for all streets on the Final Plat;
2) retention of the 25' minimum building setback line along all street frontages on the Final Plat;
3) retention of each lot with its size in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
4) revision of Note #10 concerning structures in easements to state on the Final Plat that no structures shall be constructed or placed within any easement without permission of the easement holder;,
5) revision of Note #14 concerning the maintenance of detention facilities, common areas and wetlands to state on the Final Plat that the maintenance of all Common Areas is the responsibility of the property owner(s);
6) compliance with the Engineering comments: *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. On Sheet 1 of 3 - correct the LOT numbers shown in the DRAWING INDEX. C. On Sheet 1 of 3 - show and label the existing ROW for Blue Ridge Blvd., Old Dobbin Dr. N., Old Dobbin Dr. W., and Harness Way. D. Sheet 2 of 3 - show and label the existing ROW for Blue Ridge Blvd. Old Dobbin Dr. N., and Wagon Tongue Dr. E. Sheet 2 of 3 – Provide the exact measurement "observed" on the property lines that begin/end in Milhouse Creek. The monumentation indicates that an exact measurement should be available. F. Sheet 2 of 3 – Label each and every Common Area. G. Sheet 3 of 3 – show and label the existing ROW for Old Dobbin Dr. W., and Harness Way. H. Sheet 3 of 3 – Show and label the BFE (Base Flood Elevation) on each lot (LOT 41, 42, & 43) that contains an AE, V, or X (shaded) flood zone designation. BFE for that portion is elevation 51'. I. Sheet 2 & 3 - Check and revise the distances shown on the Plat and in the legal description. Four (4) legs do not show the bearing, and one (1) does not show the distance. J. Sheet 2 & 3 - Check the monumentation and written bearing and distance for the part that includes the western property line along Milkhouse Creek. The distances shown and written should be exact distances since the distance is between sets of capped rods. K. Label the different Common Areas on each of the three (3) sheets. L. Revise the plat to label the size (acres and square feet) of each Common Area. Place it underneath*

the Common Area label. M. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. N. All subdivision corners (exterior and interior) are required to be set prior to the City Engineer signing the PLAT. O. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.;

7) placement of a note on the Final Plat stating the Traffic Engineering comments: (*A traffic impact study has been previously conducted for this site and no off-site improvements are warranted based on the findings in the study. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards.)*;
8) compliance with the Urban Forestry comments: *(Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.)*;
9) compliance with the Fire Department comments: *(All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.)*; and,
10) completion of the Rezoning process prior the approval of the Final Plat.

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

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

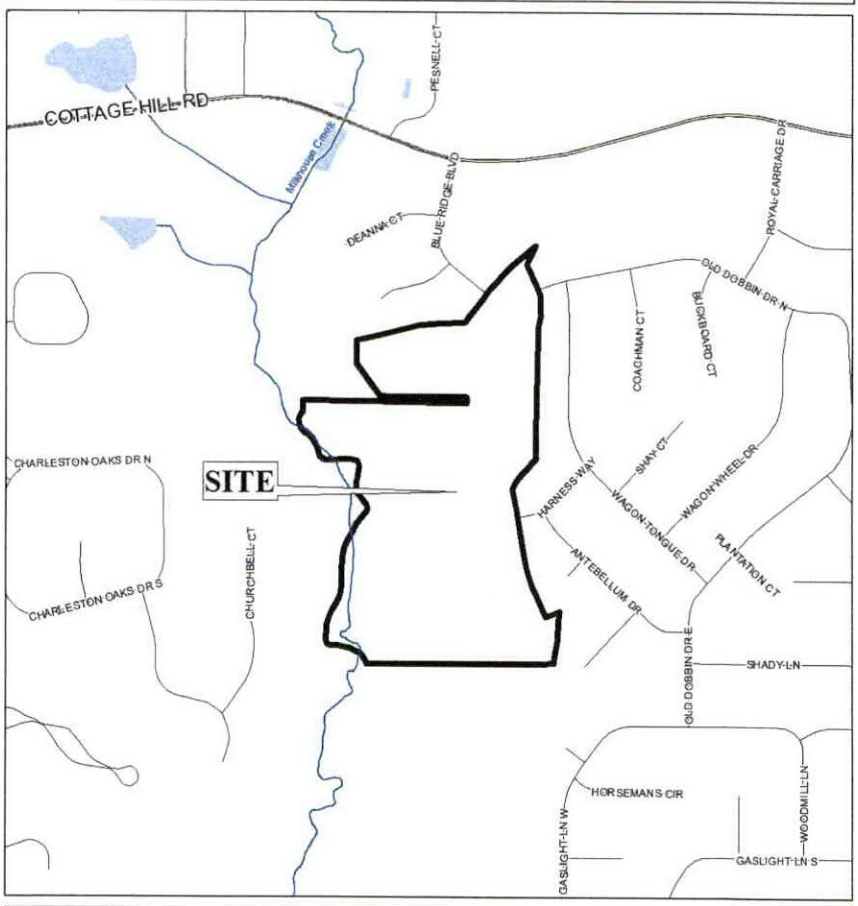
The approval should be subject to the following conditions:

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

Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. 4. Each Lot Owner shall be required to submit a Single Family Residential Affidavit application with the initial construction of a single family dwelling or other impervious surface (driveway, shed, slab, asphalt, gravel, etc.). The application shall include a site plan showing the proposed improvements and a verification that the amount of impervious area is less than or equal to the approved amount of impervious area. 5. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. 6. 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. 7. 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. 8. The proposed development must comply with all Engineering Department design requirements and Policy Letters.); and,

2) full compliance with all municipal codes and ordinances.

LOCATOR MAP



APPLICATION NUMBER 6 DATE September 1, 2022

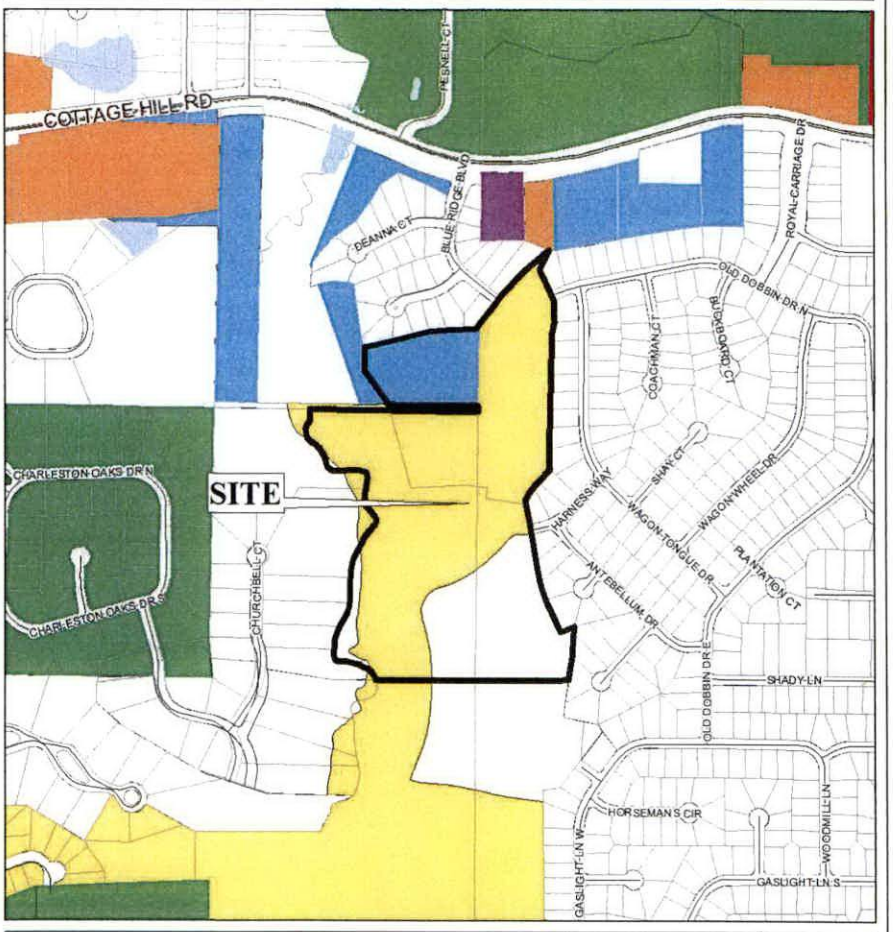
APPLICANT Preserve at Milkhouse Creek Subdivision

REQUEST Subdivision, Rezoning from R-1, R-2, and B-1 to R-1

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 6 DATE September 1, 2022

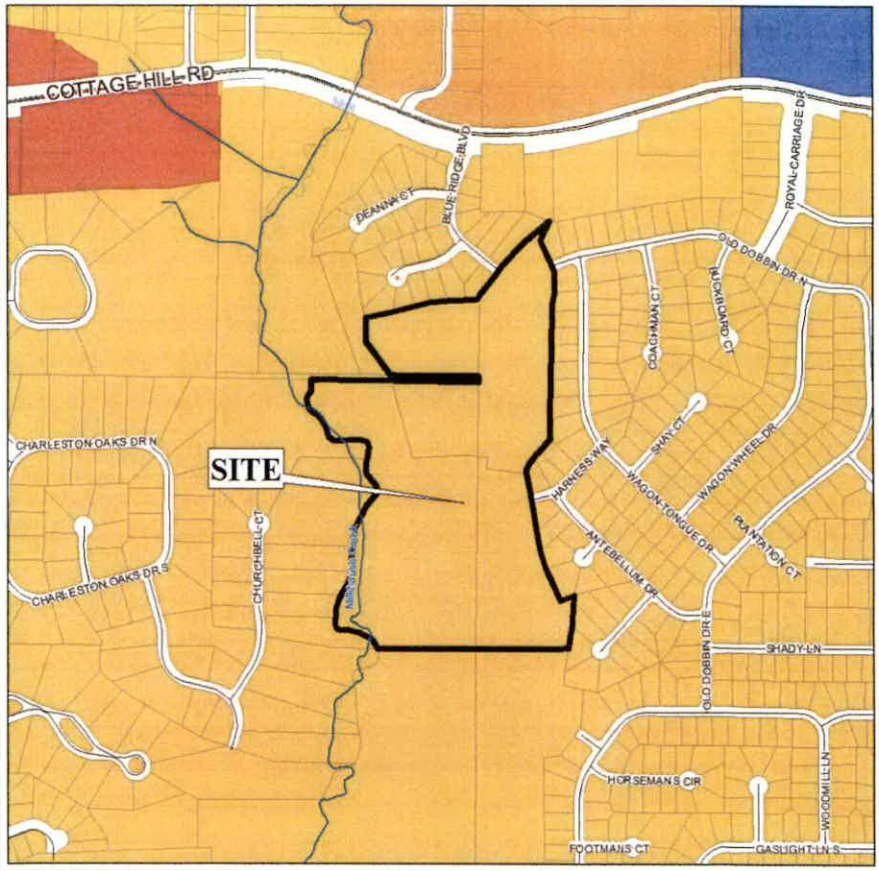
APPLICANT Preserve at Milkhouse Creek Subdivision

REQUEST Subdivision, Rezoning from R-1, R-2, and B-1 to R-1

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 6 DATE September 1, 2022

APPLICANT Preserve at Milkhouse Creek Subdivision

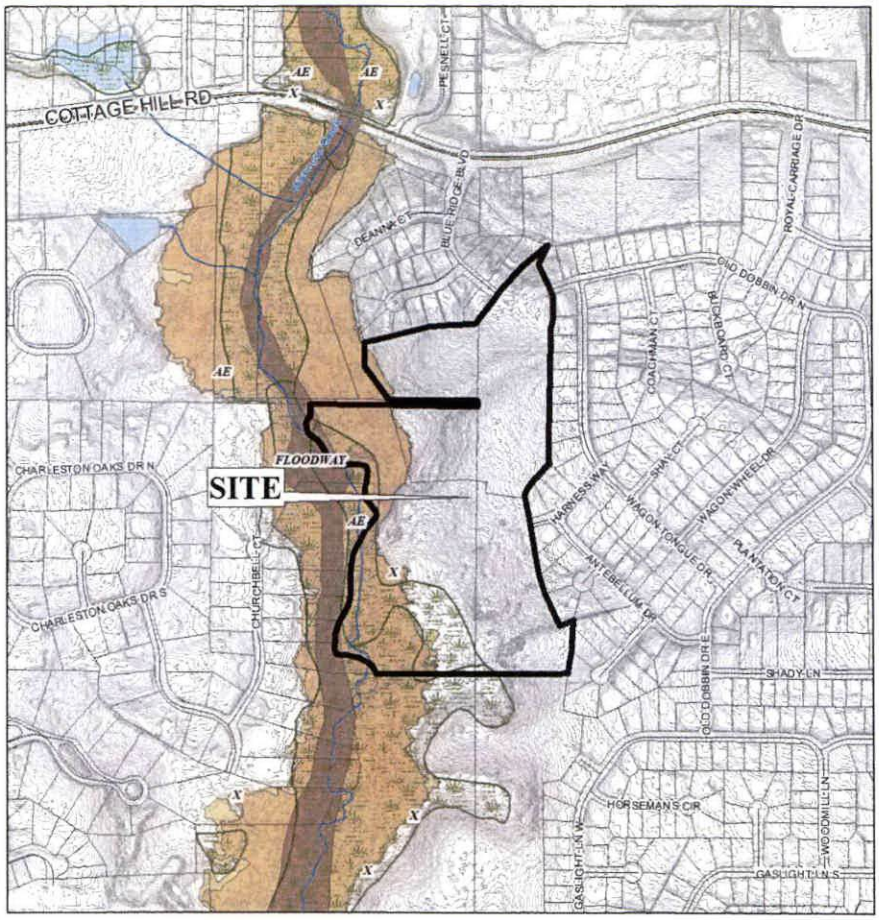
REQUEST Subdivision, Rezoning from R-1, R-2, and B-1 to R-1

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

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 6 DATE September 1, 2022

APPLICANT Preserve at Milkhouse Creek Subdivision

REQUEST Subdivision, Rezoning from R-1, R-2, and B-1 to R-1

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

The site is surrounded by single family residential units.

APPLICATION NUMBER 6 DATE September 1, 2022

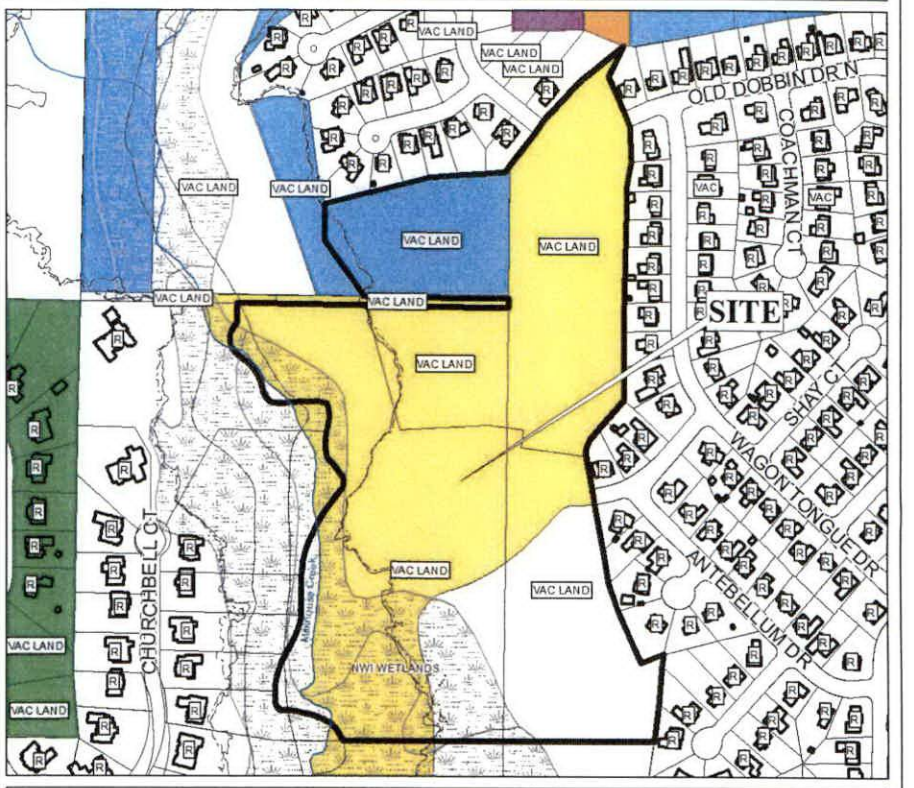
APPLICANT Preserve at Milkhouse Creek Subdivision

REQUEST Subdivision, Rezoning from R-1, R-2, and B-1 to R-1

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by single family residential units.

APPLICATION NUMBER 6 DATE September 1, 2022

APPLICANT Preserve at Milkhouse Creek Subdivision

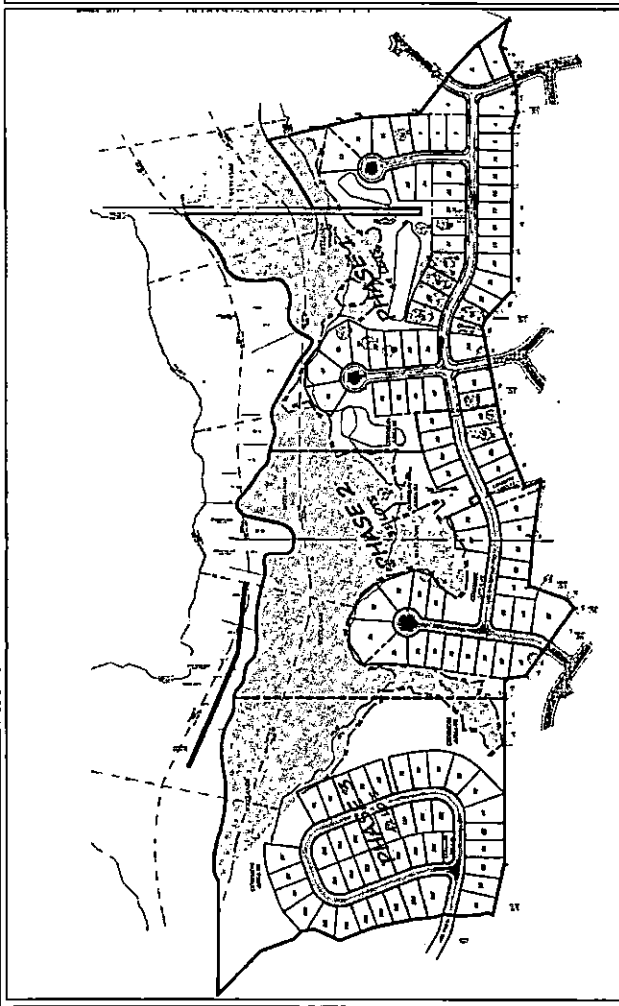
REQUEST Subdivision, Rezoning from R-1, R-2, and B-1 to R-1

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

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 6 DATE September 1, 2022

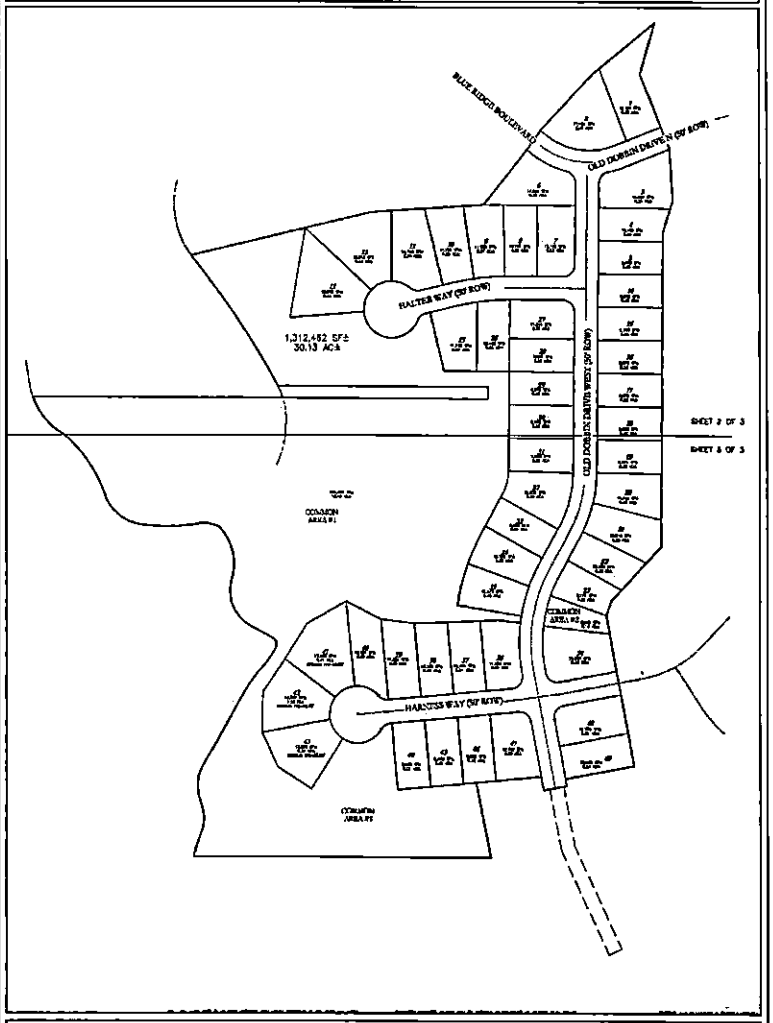
APPLICANT Preserve at Milkhouse Creek Subdivision

REQUEST Subdivision, Rezoning from R-1, R-2, and B-1 to R-1

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 6 DATE September 1, 2022

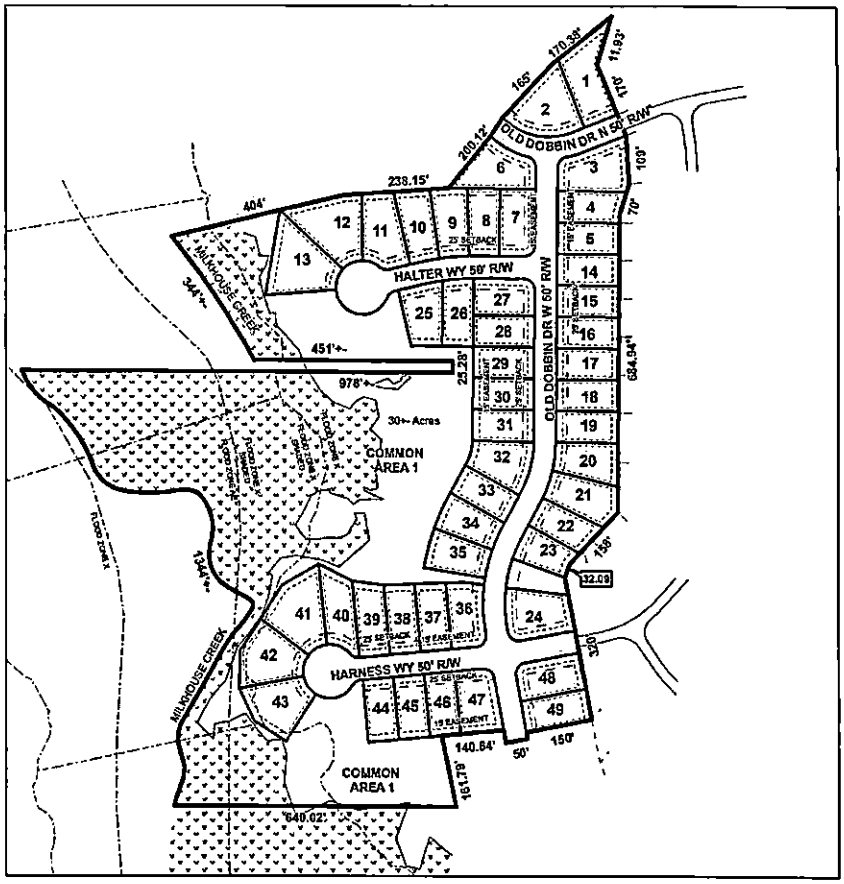
APPLICANT Preserve at Milkhouse Creek Subdivision

REQUEST Subdivision, Rezoning from R-1, R-2, and B-1 to R-1

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 6 DATE September 1, 2022

APPLICANT Preserve at Milkhouse Creek Subdivision

REQUEST Subdivision, Rezoning from R-1, R-2, and B-1 to R-1

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:1/24/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Jones

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	1/19/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/19/2023 - 1:42 PM

R E S O L U T I O N

Sponsored by: Councilmember Jones

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that Jay W. Weber is appointed to the Water & Sewer Board of Commissioners effective immediately for a term ending January 24, 2029.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/24/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the re-appointment to the Industrial Development Board of Ellis Foster and Patrick Murphy

Amount of Contract:

n/a

Effective Date of Contract:

1/31/2023

Funding Source

Project # Resolution for Re-Appointment to Industrial Development Board

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 Re-Appointment to Industrial Development Board	Resolution Letter	1/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	1/17/2023 - 11:51 AM
			1/18/2023 -

Legal	Kern, Chris	Approved	11:42 AM
Mayors Office	Montgomery, Brandi	Approved	1/19/2023 - 1:23 PM

2023

RESOLUTION

SPONSORED BY: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that Ellis Foster and Patrick Murphy are hereby re-appointed to the Industrial Development Board effective January _____, 2023, for terms ending as follows:

	TERM ENDING
Ellis Foster	January, 2029
Patrick Murphy	January, 2029

ADOPTED:

_____
City Clerk

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AGENDA ITEM SUMMARY SHEET

Agenda of:1/24/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Cory Penn - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

1/24/2023

Funding Source

Project # 2658 Reaves Street - ME-038-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 2658 Reaves Street	Cover Memo	1/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	1/19/2023 - 8:09 AM
City Clerk	Gauthier, Lana	Approved	1/19/2023 - 3:28 PM

RESOLUTION

Sponsored by: Councilmember Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **2658 REAVES STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8, and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2658 REAVES STREET** described as:

LOT 33 DIV B OF MILLVILLE TRT DBK 121 N S P 512 #SEC 23 T4S R1W #MP29 07 23 0 002

Parcel Number: 29 07 23 0 002 185

Last Assessed to: BUSH LAURA & ERNEST

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

January 17, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, January 24, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2658 REAVES STREET.** OWNED BY OR MAY HAVE AN INTEREST: **BUSH LAURA & ERNEST** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 07 23 0 002 185
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

2658 REAVES ST

Property Details

PARCEL KEYX	00766996	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	Y
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-13	COMMENTS	

Property Score

SCORE	70	SCORE DISCRIPTION	Demo

Notes

I C Burn

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 6-13-22

Voted 5-0 For Demolition JF

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 09/20/2022

Property Address: 2658 Reaves Street **District No:** 1

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

JAN 17 2023

JAN 17 2023

JAN 11 2023

PRIVATE
PROPERTY
JAN 17 2023

JAN 17 2023

Affidavit of Mailed Notice

January 17, 2023

State of Alabama
County of Mobile

Subject Property – 2658 Reaves Street.

My name and official title is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **13** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Heir of Ernest Bush, Sr.
Lonnie S. Edwards
6774 Viewpoint Road
Eight Mile, AL 36613-8427

November 29, 2022

RE: **2658 Reaves Street**
Project Number: ME-038-22

Dear Lonnie S. Edwards:

On September 20, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2658 Reaves Street.

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

LOT 33 DIV B OF MILLVILLE TRT DBK 121 N S P 512 #SEC 23 T4S R1W #MP29 07 23 0 002

Parcel Number: 29 07 23 0 002 185

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

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **January 13, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **January 13, 2023,** provide the Code Official with a work plan to accomplish the repairs by **January 13, 2023,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **January 13, 2023,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on January 24, 2023 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: **2658 Reaves Street** Date: August 19, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: June 21, 2022

Per the Title Report, the owners are: Heir of Ernest Bush, Sr deceased 12/13/1990
NOTE: Could not locate son Ernest Bush, Jr., or stepson Murry Dixon. Willie Lee Crompton(daughter) (no children) DOD 2/21/2012.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Lonnie S Edwards 6774 Viewpoint Rd Eight Mile AL 36613-8427	Heir (Daughter of Ernest Bush Sr) Phone number 251-421-2337
2	Owners 2658 Reaves St Mobile AL 36607-1618	Subject Address
3	Annie Ida Bush 324 Omega St Mobile AL 36610-2616	Heir (Wife of Ernest Bush Jr which is son of Ernest Bush Sr) Phone number 251-457-4872
4	Michael Anthony Bush 622 S Joseph Ave Mobile AL 36610-3105	Heir/Grandson Phone number 251-456-6361
5	Curtis Bush 4188 Lott Rd Eight Mile, AL 36613-3628	Heir/Grandson Phone number 251-610-4911 Phone number 251-232-5577
6	Ronald Bush 1071 Zurich St Mobile, AL 36608-3647	Heir/Grandson Phone number 251-421-9294

7	Edward Bush Jr 807 4th Ave SW Bessemer, AL 35022-4727	Heir/Grandson Phone number 205-527-3174
8	Vanessa Hawthorne 6186 Cathwick Dr McCalla, AL 35111-3475	Heir/Granddaughter Phone number 205-260-0410
9	Donald Bush 569 Flint Hill Rd Apt 55 Bessemer, AL 35022-6164	Heir/Grandson Phone number 205-305-7927
10	Bruce Bush 305 N Cornell Ave Greenville, MS 38703-3333	Heir/Grandson Phone number 602-433-3461
11	Joseph Charles Davis 1253 Pecan ST Mobile AL 36603	Payee of taxes for 10 years since 2010 Cannot locate relation to deceased owner

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report: NONE

13	Sandia Resolution Company c/o Brian M. Cloud Esq. 3928 Montclair Rd Ste 227 Mountain Brook AL 35213	Judgement: Sandia Resolution Company vs Ronald Bush Jr Recorded 3/10/2020 instrument number 2020015109

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Laura Bush & Ernest Bush recorded 7/6/2022 instrument number 2022045590

AGENDA ITEM SUMMARY SHEET

Agenda of:1/24/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember C. J. Small - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

1/24/2023

Funding Source

Project # 1071 Arlington Street- ME-110-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1071 Arlington Street	Cover Memo	1/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	1/18/2023 - 8:22 AM
City Clerk	Gauthier, Lana	Approved	1/19/2023 - 2:48 PM

RESOLUTION

Sponsored by: Councilmember C. J. Small – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1071 ARLINGTON STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8, and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1071 ARLINGTON STSTREET** described as:

LOT 36 BLK 3 ARLINGTON SUB DBK 156 P 196 #SEC 34 T4S R1W #MP29 11 34 1 002

Parcel Number: 29 11 34 1 002 050

Last Assessed to: JACKSON DONALD E

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

January 17, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, January 24, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1071 ARLINGTON STREET.** OWNED BY OR MAY HAVE AN INTEREST: **JACKSON DONALD E** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 11 34 1 002 050
COUNCIL DISTRICT 3 – C. J. SMALL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

1071 Arlington Street

Property Details			
Parcel Key	009964479	Local Historic Registry	N
Status	Scored	National Historic Registry	Oakdale
Blight Zone	Y	Central Business District	N
Structure Type	R	Council District	3

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	Y
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	08-02-22	Comments	Burn Structure

Property Score			
Score	57	Score Description	Blight Review

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 8/8/22

Voted 5-0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 10/10/2022

Property Address: 1071 Arlington Street **District No:** 3

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

JAN 17 2023

JAN 12 2023

JAN 17 2023

JAN 17 2023

JAN 17 2023

JAN 17 2023

JAN 17 2023

JAN 17 2023

Affidavit of Mailed Notice

January 17, 2023

State of Alabama
County of Mobile

Subject Property – 1071 Arlington Street.

My name and official title is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **2** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Donald E. Jackson
2755 Weston Drive
Mobile, AL 36695-2565

November 29, 2022

RE: **1071 Arlington Street**
Project Number: ME-110-22

Dear Donald E. Jackson:

On October 10, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1071 Arlington Street.

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

LOT 36 BLK 3 ARLINGTON SUB DBK 156 P 196 #SEC 34 T4S R1W #MP29 11 34 1 002

Parcel Number: 29 11 34 1 002 050

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

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **January 13, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **January 13, 2023,** provide the Code Official with a work plan to accomplish the repairs by **January 13, 2023,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **January 13, 2023,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on January 24, 2023 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 1071 Arlington Street Date: September 13, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 30, 2022

Per the Title Report, the owner is: Donald E Jackson

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Donald E Jackson 2755 Weston Dr Mobile AL 36695-2565	Owner Phone number 251-634-9414 Phone number 251-421-3010
2	Donald E Jackson 1071 Arlington St Mobile AL 36605	Subject property

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:1/24/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember C. J. Small - District 3

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

1/24/2023

Funding Source

Project # 2011 Height Street - ME-094-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 2011 Height Street	Cover Memo	1/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	1/18/2023 - 8:34 AM
City Clerk	Gauthier, Lana	Approved	1/19/2023 - 2:53 PM

RESOLUTION

Sponsored by: Councilmember C. J. Small – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **2011 HEIGHT STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 6, 7, 8, and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2011 HEIGHT STREET** described as:

LOT 5 BLK B DOG RIVER HGTS MBK 4 PG 18 #SEC 37 T5S R1W #MP32 02 37 0 003

Parcel Number: 32 02 37 0 003 092

Last Assessed to: DIXON AUSTIN B

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

January 17, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, January 24, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2011 HEIGHT STREET.** OWNED BY OR MAY HAVE AN INTEREST: **DIXON AUSTIN B** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 32 02 37 0 003 092
COUNCIL DISTRICT 3 – C. J. SMALL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2022

Report Date: Fridav. Mav 13. 2022

Property Address

2011 HEIGHT ST

Property Details

PARCEL KEYX	00986277	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	3
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	N
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	N	FIRE DAMAGE	Y
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	N	FOUNDATION COMRROMISED	Y
SURVEY DATE	2022-04-13	COMMENTS	

Property Score

SCORE	84	SCORE DISCRIPTION	Demo

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 7/25/22

Vote 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 10/10/2022

Property Address: 2011 Height Street **District No:** 3

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☒6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

NOTICE
JAN 17 2023

JAN 17 2023

JAN 17 2023

Affidavit of Mailed Notice

January 17, 2023

State of Alabama
County of Mobile

Subject Property – 2011 Height Street.

My name and official title is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **6** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Austin B. Dixon
7437 Meadow Run Court
Mobile, AL 36619-3632

November 29, 2022

RE: **2011 Height Street**
Project Number: ME-094-22

Dear Austin B. Dixon:

On October 10, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2011 Height Street.

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

LOT 5 BLK B DOG RIVER HGTS MBK 4 PG 18 #SEC 37 T5S R1W #MP32 02 37 0 003

Parcel Number: 32 02 37 0 003 092

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

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **January 13, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **January 13, 2023,** provide the Code Official with a work plan to accomplish the repairs by **January 13, 2023,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **January 13, 2023,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on January 24, 2023 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: **2011 Height Street** Date: September 21, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 3, 2022

Per the Title Report, the owner is: Johnny W. Poellnitz & Maria A. Poellnitz (Fee Simple); Austin B Dixon (Tax Deed Interest)

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Austin B Dixon 7437 Meadow Run Ct Mobile AL 36619-3632	Owner Phone number 251-222-5032 Phone number 251-366-6372
2	Austin B Dixon 5215 Roswell Rd S Mobile AL 36619-5247	Secondary address
3	Austin B Dixon 2011 Height St Mobile AL 36605-5215	Subject Address
4	Johnny W Poellnitz & Maria A Poellnitz 2506 Salvia Ct Mobile AL 36606-2045	Fee Simple Owner Phone number 251-721-0594 Phone number 251-208-2900 Phone number 251-463-4032

TAX STATUS: 2021 Tax Lien

4	Mobile Co. Revenue Commission 3925 Michael Blvd., Ste. G Mobile, AL 36609	2021 tax lien against Austin B Dixon

Parties with recorded liens per Title Report:

5	James Alan Nadler 6100 Lake Forrest Dr Ste 200 Atlanta GA 30328	Judgement – Troy Capital LLC vs Johnny Poellnitz Recorded 3/14/2022 Instrument number 2022019280

Open Mortgages

6	Consumer Mortgage Co., Inc. 766 Downtowner Loop West Mobile AL 36609	Venders Lien Deed recorded 1/15/2020 Instrument number 2020002643

Lis Pendens

Lis Pendens – City of Mobile vs Austin B Dixon recorded 8/11/2022 instrument number 2022052944

AGENDA ITEM SUMMARY SHEET

Agenda of:1/24/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

1/24/2023

Funding Source

Project # 1521 Plover Street - ME-097-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1521 Plover Street	Cover Memo	1/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	1/19/2023 - 8:15 AM
City Clerk	Gauthier, Lana	Approved	1/19/2023 - 3:32 PM

RESOLUTION

Sponsored by: Councilmember William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1521 PLOVER STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8, and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1521 PLOVER STREET** described as:

LOT 36 OF COLGIN'S ADD TO OAKDALE DBK 115 N S P 361 #SEC 28 T4S R1W #MP29 10 28 4 005

Parcel Number: 29 10 28 4 005 056

Last Assessed to: STATE OF ALABAMA C/O WILLIAMS TERRELL ANTONIO & KIMBERLY R WILLIAMS

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

January 17, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, January 24, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1521 PLOVER STREET.** OWNED BY OR MAY HAVE AN INTEREST**: STATE OF ALABAMA C/O WILLIAMS TERRELL ANTONIO & KIMBERLY R WILLIAMS** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 10 28 4 005 056
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

1521 PLOVER ST

Property Details

PARCEL KEYX	00936081	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	Maysville
BLIGHT ZONE		COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	Y
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	N
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	N
VACANT	Y	FIRE DAMAGE	Y
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	N
PROXIMITY TO BLIGHT	N	FOUNDATION COMRROMISED	Y
SURVEY DATE	2022-04-12	COMMENTS	

Property Score

SCORE	56	SCORE DISCRIPTION	Demo

Notes

TC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 7/25/22

Voted 5-0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 10/10/2022

Property Address: 1521 Plover Street **District No:** 3

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☒6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☐7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☒9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

JAN 17 2023

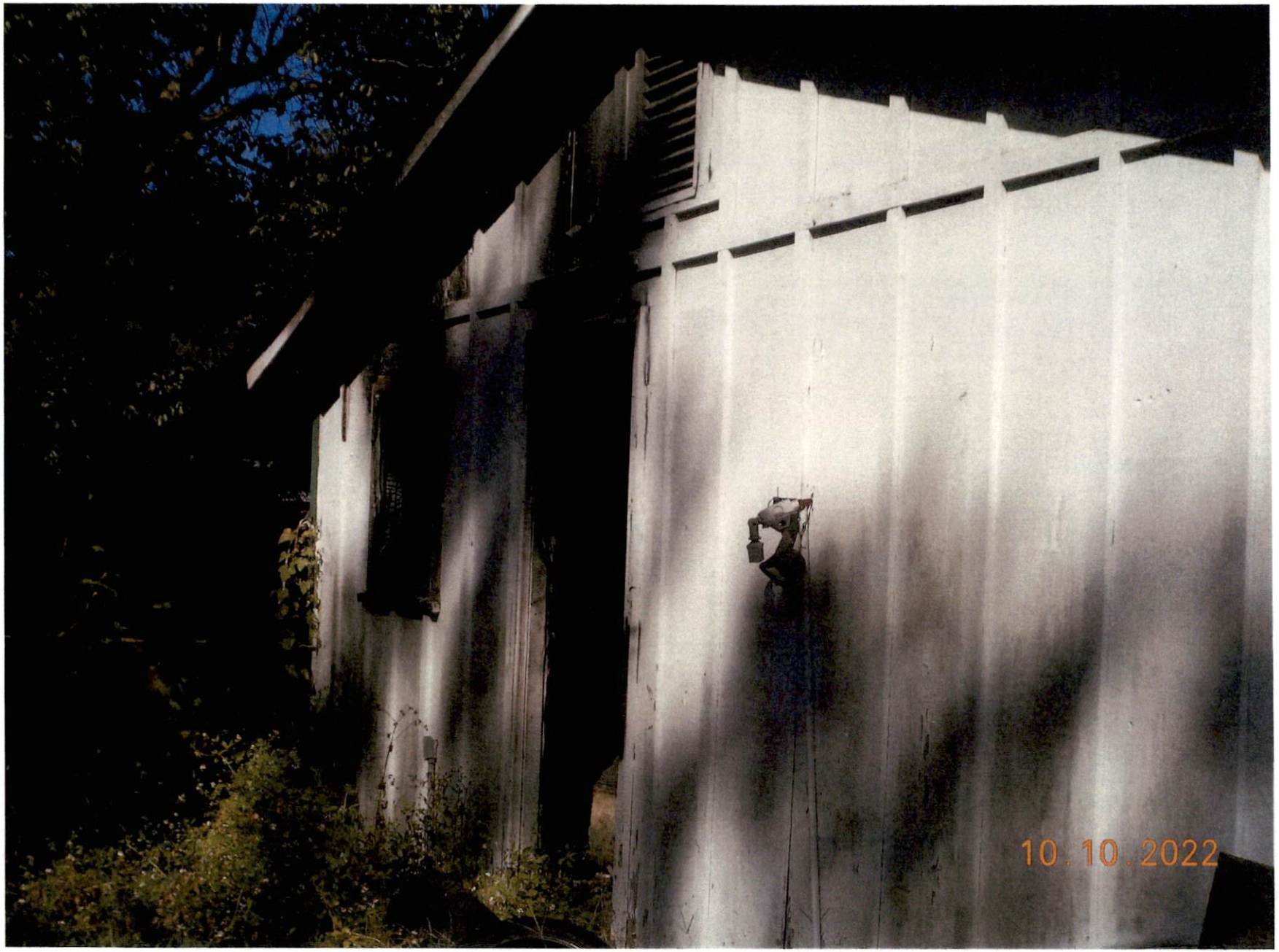
JAN 11 2023

NOTICE

JAN 17 2023

JAN 17 2023

10.10.2022


10.10.2022

10.10.2022

10.10.2022

JAN 17 2023

Affidavit of Mailed Notice

January 17, 2023

State of Alabama
County of Mobile

Subject Property – 1521 Plover Street.

My name and official title is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **4** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Terrell Antonio Williams
Kimberly R. Williams
1061 Cottrell Street
Mobile, AL 36605-1527

November 29, 2022

RE: **1521 Plover Street**
Project Number: ME-097-22

Dear Terrell Antonio Williams & Kimberly R. Williams:

On October 10, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1521 Plover Street.

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

LOT 36 OF COLGIN'S ADD TO OAKDALE DBK 115 N S P 361 #SEC 28 T4S R1W #MP29 10 28 4 005

Parcel Number: 29 10 28 4 005 056

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

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **January 13, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **January 13, 2023,** provide the Code Official with a work plan to accomplish the repairs by **January 13, 2023,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **January 13, 2023,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on January 24, 2023 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: **1521 Plover Street** Date: August 10, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 6, 2022

Per the Title Report, the owners are: Terrell Antonio Williams & Kimberly R. Williams

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Terrell Antonio Williams & Kimberly R. Williams 1061 Cottrell St Mobile AL 36605-1527	Owners Phone number 251-470-8747
2	Terrell Antonio Williams & Kimberly R. Williams 1521 Plover St Mobile AL 36605-4840	Subject Property

TAX STATUS: 2018 SOLD TO ALABAMA

4	Alabama Dept. of Revenue ATTN: Shelly Tice Property Tax Division P. O. Box 327210 Montgomery, AL 36132-7210	Sold to State of Alabama in the 2018 Tax Year

Parties with recorded liens per Title Report: NONE

Open Mortgages

Steven & Robin Cox 10695 Ski Chaste Ln Axis AL 36505-4206	VLD recorded 1/25/2013 instrument number 2013004589 Bk 6981 Pg 1531

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:1/24/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Ben Reynolds - District 4

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

1/24/2023

Funding Source

Project # 3201 Lees Lane - ME-027-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 3201 Lees Lane	Cover Memo	1/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	1/19/2023 - 8:11 AM
City Clerk	Gauthier, Lana	Approved	1/19/2023 - 3:32 PM

RESOLUTION

Sponsored by: Councilmember Ben Reynolds – District 4

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **3201 LEES LANE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8, and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **3201 LEES LANE** described as:

BEG AT INT OF E RWL OF LEES WLN & N RWL OF I-10 FOR POB TH RUN N 100 FT TH E 210 FT TH SWLY 230 FT TO POB #SEC 12 T5S R2W #MP33 01 12 4 000

Parcel Number: 33 01 12 4 000 004

Last Assessed to: RODGERS WALTER JR & RITA

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

January 17, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, January 24, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **3201 LEES LANE.** OWNED BY OR MAY HAVE AN INTEREST: **RODGERS WALTER JR & RITA** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 33 01 12 4 000 004
COUNCIL DISTRICT 4 – BEN REYNOLDS
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

3201 Lees Lane

Property Details			
Parcel Key	1071841	Local Historic Registry	N
Status	**Scored**	National Historic Registry	N
Blight Zone	Y	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	N	Foundation Compromised	N
Survey Date	03-10-22	Comments	

Property Score			
Score	32 52 Rescored on 3-22-22	Score Description	Blight Review

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 3/28/22

Voted 5 - 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 09/20/2022

Property Address: 3201 Lees Lane **District No:** 4

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

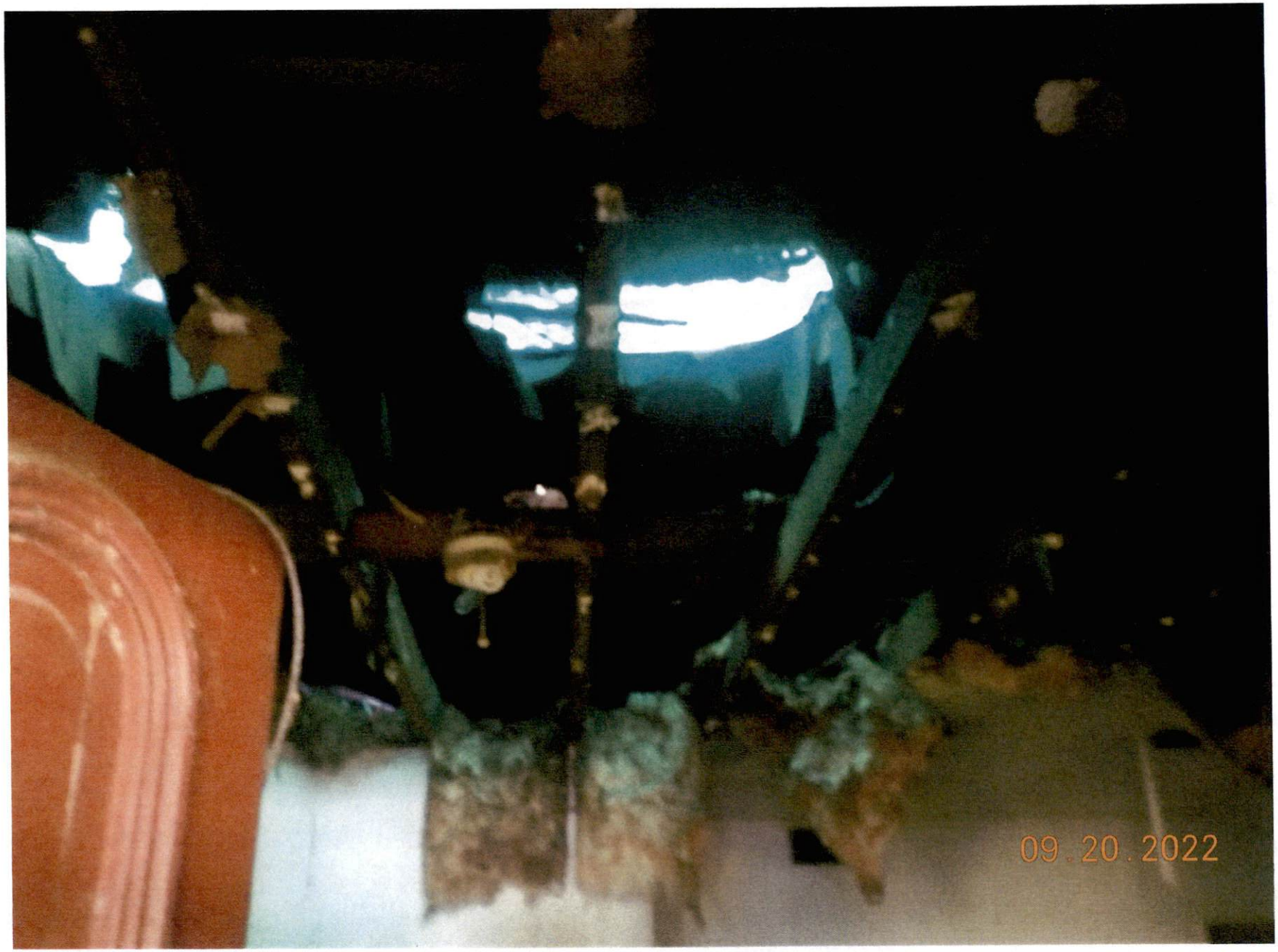
☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

3201
JAN 17 2023

JAN 17 2023

JAN 17 2023

09.20.2022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Affidavit of Mailed Notice

January 17, 2023

State of Alabama
County of Mobile

Subject Property – 3201 Lees Lane.

My name and official title is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **10** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson

Gary Jackson,
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Heirs of Walter Rodgers, Jr.
Mary D. Shepard
713 Oak Hill Road
Mobile, AL 36609-5940

November 29, 2022

RE: **3201 Lees Lane**
Project Number: ME-027-22

Dear Mary D. Shepard:

On September 20, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 3201 Lees Lane.

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

BEG AT INT OF E RWL OF LEES WLN & N RWL OF I-10 FOR POB TH RUN N 100 FT TH E 210 FT TH SWLY 230 FT TO POB #SEC 12 T5S R2W #MP33 01 12 4 000

Parcel Number: 33 01 12 4 000 004

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

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **January 13, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **January 13, 2023,** provide the Code Official with a work plan to accomplish the repairs by **January 13, 2023,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **January 13, 2023,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on January 24, 2023 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 3201 Lees Lane Date: August 31, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: 4/12/2022

Per the Title Report, the owners are: Heirs of Walter Rodgers, Jr.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Mary D Shepard 713 Oak Hill Rd Mobile AL 36609-5940	Executrix of Estate of Walter Rodgers, Jr. Phone number 251-661-2114
2	Mary D Shepard PO Box 8772 Mobile AL 36689-0772	Secondary address
3	Adam Rodgers 2308 N Lourdes Cir Mobile AL 36617-2408	Heir of Walter Rodgers, Jr Phone number 251-680-1845 Phone number 251-459-0510
4	Walter Rodgers IV 4905 Wild Holly Ln Apt 1114 Arlington TX 76017-0703	Heir of Walter Rodgers, Jr Phone number 251-479-1021
5	Walter Rodgers III 3158 Lees Ln Apt R10 Mobile AL 36693-5227	Heir of Walter Rodgers, Jr Phone number 251-459-0510
6	Owner 3201 Lees Lane Mobile AL 36693	Subject Address

TAX STATUS: 2019, 2020 & 2021 Tax Liens

7	Affordable Properties, LLC c/o Pam Helland 3957 Dauphin Island Pkwy Mobile AL 36605	2019, 2020 & 2021 Tax Lien Holder per Mobile County Revenue Commission
8	Affordable Properties, LLC c/o Pam Helland PO Box 50234 Mobile AL 36605-0234	Secondary address
9	Affordable Properties, LLC c/o Pam Helland 11594 Padgett Switch Rd Irvington AL 36544-4100	Third address
10	Affordable Properties, LLC c/o Pam Helland 2575 Pollard Ln Mobile AL 36606	Fourth address

Parties with recorded liens per Title Report:

Weed Lien – City of Mobile vs Walter Rodgers Jr & Rita recorded 2/25/2021 instrument number 2021011661

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Walter Rodgers, Jr & Rita Rodgers DTD 7/6/2022 instrument number 2022045606

AGENDA ITEM SUMMARY SHEET

Agenda of:1/24/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Gina Gregory - District 7

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

1/24/2023

Funding Source

Project # 7127 13th Street - ME-093-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 7127 13th Street	Cover Memo	1/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	1/19/2023 - 8:12 AM
City Clerk	Gauthier, Lana	Approved	1/19/2023 - 3:27 PM

RESOLUTION

Sponsored by: Councilmember Gina Gregory – District 7

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **7127 13TH STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 6, 7, and 8;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **7127 13TH STREET** described as:

LOTS 37 & 38 & W 5 FT OF LOT 36 BLK 26 MOBILE TERRACE DBK 156 P 540 #SEC 18 T4S R2W #MP28 04 18 1 002

Parcel Number: 28 04 18 1 002 027

Last Assessed to: POMPEY HOWARD JR

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

January 17, 2023

MOBILE
ALABAMA

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, January 24, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **7127 13TH STREET.** OWNED BY OR MAY HAVE AN INTEREST: **POMPEY HOWARD JR** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 28 04 18 1 002 027
COUNCIL DISTRICT 7 – GINA GREGORY
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

7127 THIRTEENTH ST

Property Details

PARCEL KEYX	00494637	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	7
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	Y
SURVEY DATE	2022-04-01	COMMENTS	

Property Score

SCORE	82	SCORE DISCRIPTION	Demo

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 7/25/22

Voted 5 to 0 For Demolition

NUISA CE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 10/10/2022

Property Address: 7127 13th Street **District No:** 7

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☒6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☐15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

JAN 17 2023

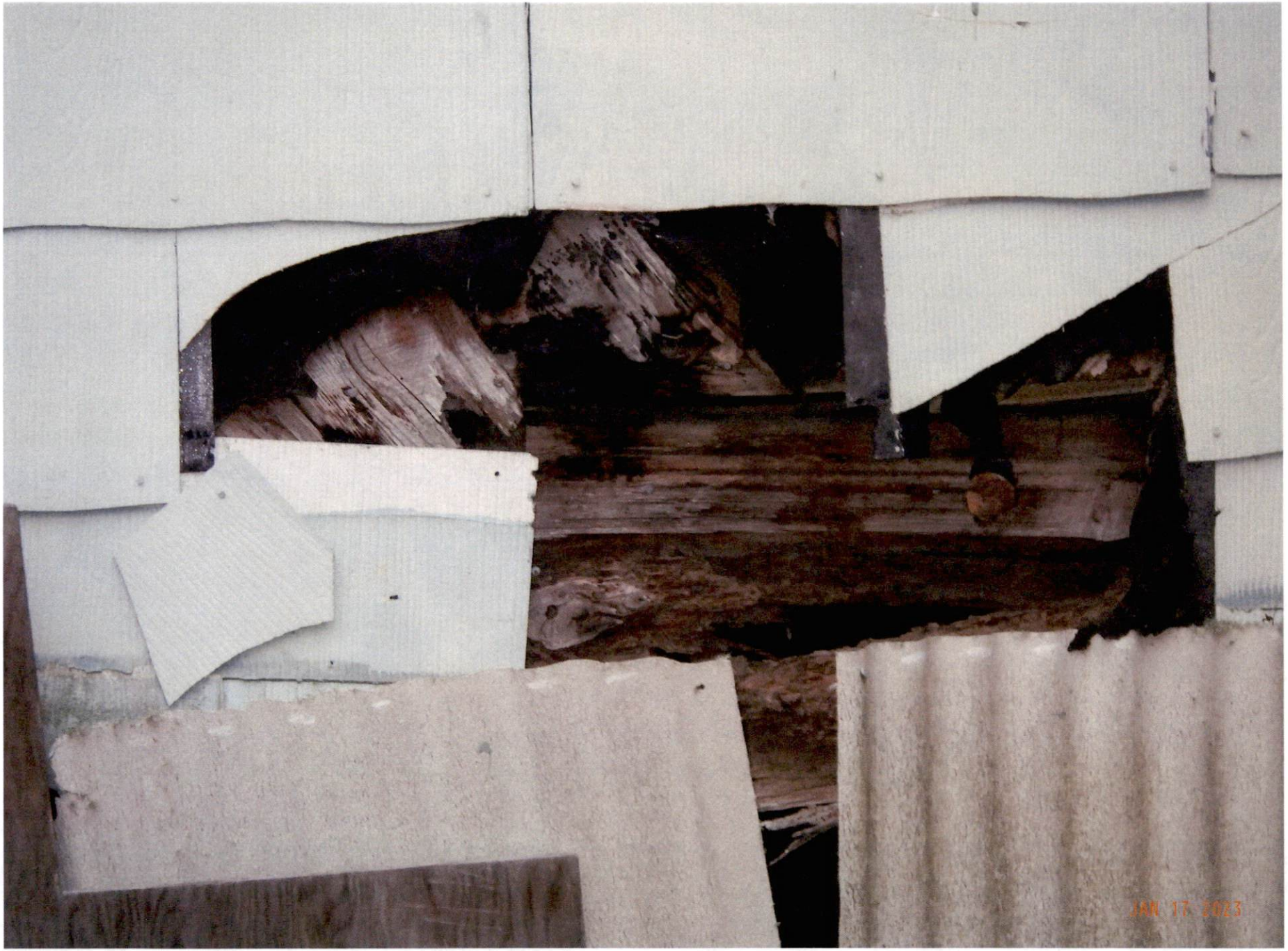
JAN 17 2023

JAN 17 2023

JAN 17 2013

JAN 17 2023

JAN 17 2023


JAN 17 2023

JAN 17 2021

Affidavit of Mailed Notice

January 17, 2023

State of Alabama
County of Mobile

Subject Property – 7127 13th Street.

My name and official title is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **2** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Howard Pompey, Jr.
7123 9th Street
Mobile, AL 36608-4642

November 29, 2022

RE: **7127 Thirteenth Street**
Project Number: ME-093-22

Dear Howard Pompey, Jr.:

On October 10, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 7127 Thirteenth Street.

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

LOTS 37 & 38 & W 5 FT OF LOT 36 BLK 26 MOBILE TERRACE DBK 156 P 540 #SEC 18 T4S R2W #MP28 04 18 1 002

Parcel Number: 28 04 18 1 002 027

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

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **January 13, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **January 13, 2023,** provide the Code Official with a work plan to accomplish the repairs by **January 13, 2023,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **January 13, 2023,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on January 24, 2023 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 7127 13th Street Date: August 10, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 3, 2022

Per the Title Report, the owner is: Howard Pompey, Jr.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Howard Pompey, Jr. 7123 9th St Mobile AL 36608-4642	Owner
2	Howard Pompey, Jr. 7127 13th St Mobile AL 36608-4614	Subject Address

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:1/24/2023

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
COUNCILMEMBER WILLIAM CARROLL

Purpose and Scope of Project:
FUNDS WILL BE USED TO PURCHASE FOOD FOR THE FOOD PANTRY

Amount of Contract:
$500.00

Funding Source

Project # DSC-02 / 10041020-42200 **Discretionary Funds** DSC-02

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	1/19/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	1/19/2023 - 1:02 PM

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate **$500.00** to Serving Our Unique People, from his discretionary funds*; and

WHEREAS, *Serving Our Unique People* 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 *Serving Our Unique People will be used to purchase food for the food pantry,* 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 Serving Our Unique People 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:1/24/2023

Submitted by:
Rebecca Christian, Comptroller

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
resolution	Cover Memo	1/23/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/23/2023 - 3:58 PM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Ben Reynolds*

WHEREAS, *Councilmember Reynolds wishes to appropriate* ***$800.00*** *to (S.N.A.P.) Special Needs Athletes Program, Inc., from his discretionary funds*; and

WHEREAS, *Special Needs Athletes Program, 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 *Special Needs Athletes Program Inc., will be used to assist with throws for the Mardi Gras parade on February 4*, 2023 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* ***$800.00*** *to Special Needs Athletes Program, 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:1/24/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Vulcan Construction Materials LP for 1300 tons of Limestone for Public Services.

General fund.

Amount of Contract:

$58,500.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230112 Vulcan Agenda Package POs	Cover Memo	1/12/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/19/2023 - 1:18 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
3988, 4271	2023	(2086C) STREET SWEEPING ROW	1300 TONS OF LIMESTONE FOR PUBLIC SERVICES (SEALED BID 5764)	$58,500.00	(228600) VULCAN CONSTRUCTION MATERIALS LP

Adopted:

_____
City Clerk

Bill To	Requisition 00003988-00 FY 2023
ACCOUNTS PAYABLE	PO 23003702
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor
VULCAN CONSTRUCTION MATERIALS LP
1767 COCHRANE BRIDGE CAUSEWAY

MOBILE, AL 36660

Tel#251-583-9690

Ship To
PUB WORKS-STREET SWEEPING
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-STREET SWEEPING
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/05/23	228600				STREET SWEEPING ROW

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID #5764 AND QUOTE BY ANTHONY GRIJALVA.			
001	LIMESTONE #57, TO BE PICKED UP BY CITY TRUCK.	400.00 TON	45.00000	18000.00
	Vendor Item			
	Inventory Item/Loc 16143			
1	1000.40.20.2070.2086.2070.0000.0000.44020.			18000.00

Ship To
PUB WORKS-STREET SWEEPING
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-STREET SWEEPING
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Requisition Link

Requisition Total 18000.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.44020.	18000.00	5154059.85
PUBLIC SERVICE MAINTENANCE EXP OPERATING SUPPLIES		

Bill To	Requisition 00003988-00 FY 2023
ACCOUNTS PAYABLE	PO 23003702
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
VULCAN CONSTRUCTION MATERIALS LP	PUB WORKS-STREET SWEEPING
1767 COCHRANE BRIDGE CAUSEWAY	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
MOBILE, AL 36660	
Tel#251-583-9690	
	Deliver To
	PUB WORKS-STREET SWEEPING
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/05/23	228600				STREET SWEEPING ROW

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
CCancelled	01/12/23	JAMES NEESE JR	GL Allocation changed
Approved	01/05/23	KINA ANDREWS	Auto approved by: 910520042
Approved	01/05/23	JAMES DELAPP	Auto approved by: 910520042
Approved	01/05/23	CASI CALLAWAY	Auto approved by: 910520042
Approved	01/05/23	MARC VASSALLO	
Approved	01/12/23	KINA ANDREWS	(Resubmittal)
Approved	01/12/23	JAMES DELAPP	Auto approved by: 910515803
Approved	01/12/23	CASI CALLAWAY	Auto approved by: 910515803
Approved	01/12/23	MARC VASSALLO	Auto approved by: 910515803
Approved	01/12/23	DONALD ROSE	Auto approved by: 9105paij
Approved	01/12/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	01/12/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	01/12/23	JOHN PAINE	Approved by: 9105neej
Approved	01/12/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00004271-00 FY 2023
ACCOUNTS PAYABLE	PO 23003698
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor
VULCAN CONSTRUCTION MATERIALS LP
1767 COCHRANE BRIDGE CAUSEWAY

MOBILE, AL 36660

Tel#251-583-9690

Ship To
PUB WORKS-STREET SWEEPING
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-STREET SWEEPING
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/11/23	228600				STREET SWEEPING ROW

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID #5764 AND QUOTE BY ANTHONY GRIJALVA.			
001	LIMESTONE #57, TO BE PICKED UP BY CITY TRUCK.	900.00 TON	45.00000	40500.00
	Vendor Item			
	Inventory Item/Loc 16143			
1	1000.40.20.2070.2086.2070.0000.0000.44020.			40500.00

Ship To
PUB WORKS-STREET SWEEPING
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-STREET SWEEPING
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Requisition Link

Requisition Total 40500.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.44020.	40500.00	5154059.85
PUBLIC SERVICE MAINTENANCE EXP OPERATING SUPPLIES		

Bill To	Requisition 00004271-00 FY 2023
ACCOUNTS PAYABLE	PO 23003698
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor
VULCAN CONSTRUCTION MATERIALS LP
1767 COCHRANE BRIDGE CAUSEWAY

MOBILE, AL 36660

Tel#251-583-9690

Ship To
PUB WORKS-STREET SWEEPING
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-STREET SWEEPING
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/11/23	228600				STREET SWEEPING ROW

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	01/12/23	KINA ANDREWS	Auto approved by: 910520042
Approved	01/12/23	JAMES DELAPP	Auto approved by: 910520042
Approved	01/12/23	CASI CALLAWAY	Auto approved by: 910520042
Approved	01/12/23	MARC VASSALLO	
Approved	01/12/23	DONALD ROSE	Auto approved by: 9105paij
Approved	01/12/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	01/12/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	01/12/23	JOHN PAINE	Approved by: 9105neej
Approved	01/12/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

BID #5764

AGGREGATE ANALYSIS

1300 TONS LIMESTONE #57, TO BE PICKED UP BY CITY TRUCKS

PUBLIC WORKS-STREET SWEEPING

REQ #3988-----400 TONS. REQ #4271-----900 TONS

VULCAN CONSTRUCTION MATERIALS	**$45.00/TON**
MARTIN MARIETTA	**$45.84/TON**
PREMIER HOLDINGS CO	**$46.00/TON**

OPENED: 12:01 PM, THURSDAY, JANUARY 12, 2023

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: 007

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:
01/10/2023	5764	Various	As Per Purchase Order

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Thursday, January 12, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.		Dollars	Cents	Dollars	Cents

AGGREGATE

The City of Mobile is requesting bids for Aggregate as per attached RFQ.

Prices quoted on this bid are to be held firm until May 31, 2023.

Stated price is to include any and all charges.

State pricing on attached RFQ.

Exact quantities cannot be determined at this time.

State any special conditions or ordering instructions.

Please remember to sign this original bid sheet and return with RFQ.

Vendor must have local availability within the County of Mobile for city trucks to pick up aggregate where stated.

No bid bond is required.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

State delivery time within_____ days of receipt of P.O.

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

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required.
See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx.
Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed.
(Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Be sure to sign and return this page including the terms and conditions on the reverse of page 1.

THE CITY OF MOBILE DOES NOT ACCEPT VENDOR'S TERMS AND CONDITIONS.

If you have any questions, please contact the Purchasing Department at purchasing@cityofmobile.org.

				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 #5764

1300 TONS LIMESTONE #57, TO BE PICKED UP BY CITY TRUCKS.

TON PRICE_____.

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:1/24/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve the issuance of a purchase order to Autonation Ford Mobile for four F250 utility body trucks for facility maintenance department.
General fund/Motor Pool

Amount of Contract:

$238,314.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230117 Autonation Agenda Package POs	Cover Memo	1/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/19/2023 - 1:17 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
3368	2023	(F7000) MOTOR POOL	4 FORD F250 UTILITY BODY TRUCKS FOR FACILITY MAINTENANCE DEPARTMENT (SEALED BID 5750)	$238,314.00	(270013) AUTONATION FORD MOBILE

Adopted:

_____
City Clerk

Bill To	Requisition 00003368-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
AUTONATION FORD MOBILE 901 E I-65 SERVICE RD S MOBILE, AL 36606 Tel#251-478-3351 Fax 251-643-1244	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/22	270013	12/16/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	3/4 TON CHASSIS W/UTILITY BODY AS SPECIFIED: 2022 FORD F250 EXTENDED 3/4 TON UTILITY BODY WITH PIPE RACKS AND TOW PACKAGE. VENDOR TO PROVIDE 2022 F250 SUPERCAB WITYH KNAPHEIDE 696FJ40 UTILITY BODY AS PER MY BID #5750 AND YOUR QUOTE Additional Description Notes --- 2023 FORD F250 EXTENDED 3/4 TON UTILITY BODY WITH PIPE RACKS AND TOW PACKAGE. REQUESTED BY 3035 FACILITY MAINTENANCE.	4.00 EACH	59578.50000	238314.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP03035 .VEHICLEEXP. .			238314.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 238314.00

Bill To	Requisition 00003368-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
AUTONATION FORD MOBILE 901 E I-65 SERVICE RD S MOBILE, AL 36606 Tel#251-478-3351 Fax 251-643-1244	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/16/22	270013	12/16/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

Account	Amount	Remaining Budget
E MP03035 .VEHICLEEXP. .	238314.00	57945.45

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	238314.00	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	12/19/22	CHARLES SUMRALL	Reviewed and approve
Approved	12/22/22	KINA ANDREWS	Auto approved by: 910520042
Approved	12/22/22	JAMES DELAPP	Auto approved by: 910520042
Approved	12/22/22	CASI CALLAWAY	Auto approved by: 910520042
Approved	12/22/22	MARC VASSALLO	
Approved	01/16/23	DONALD ROSE	Auto approved by: 9105paij
Approved	01/16/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	01/16/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	01/16/23	JOHN PAINE	
Approved	01/16/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

BID TAB FOR BID #5750
¾ TON EXTENDED CAB TRUCK WITH UTILITY BODY

1 BID RECEIVED:	AUTONATION FORD
	2022 F250 EXTENDED CAB WITH UTILITY BODY
	$59,578.50

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
12/19/2022	5750	Motor Pool	Broad Street

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, January 13, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx 2-8	**¾ TON EXTENDED CAB TRUCK WITH UTILITY BODY** Vendor to provide chassis with Reading Model U98 Body, or equal, already mounted to chassis. Chassis Make_____ Model_____ Body Make_____ Model_____ Provide literature and specifications on product bid. State Warranty _____ Location of Installation _____ The Chassis are ¾ Ton Extended Cab Chassis with single rear wheels, gasoline engines and C.A. of 56 inches. Upon award, the City will purchase a minimum of two (2) trucks with utility bodies. The City may purchase up to six (6) additional trucks with utility bodies following the award of this bid.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Price to be firm for a six (6) month period following the award of this bid.

City of Mobile Business license required. See Item 14 on reverse.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

TO BE AWARDED ALL OR NONE

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.

CHASSIS SPECIFICATIONS

	YES	NO
1. ¾ TON CHASSIS	____	____
2. EXTENDED CAB	____	____
3. GASOLINE ENGINE	____	____
4. POWER WINDOWS, MIRRORS, AND DOOR LOCKS	____	____
5. SINGLE REAR AXLE	____	____
6. ALL WEATHER TIRES	____	____
7. AIR CONDITIONING	____	____
8. VINYL SEATS	____	____
9. CHASSIS COLOR TO BE WHITE	____	____
10. TOWING PACKAGE	____	____
11. SPARE TIRE WITH CRANK DOWN STORAGE	____	____
12. CAB TO AXLE – 56 INCHES	____	____

BODY SPECIFICATIONS

The Following MINIMUM are for a utility body- to be installed on new CAB//CHASSIS with factory receiver hitch. Cab to axle measure is 56 inches. Utility body is 97.25 inches long x 76 inches wide.

	YES	NO
1. Body Shell - The body shell is to be constructed of 14-gauge two-sided A40 Galvanneal steel. The compartment tops and backs are to be a one-piece seamless design. All doors, door openings, drip rails, and other exposed steel edges are to be hemmed for strength, safety, and resistance to corrosion.	____	____
2. Floor - The floor plate is to be constructed of a minimum of 12-gauge treadplate with a 13/8"return flange on each side. The side compartment back panel should overlap and interlock with the floor flange, providing support for the weight of the side compartment.	____	____
3. Understructure - Cross sills are to be constructed from 11-gauge steel with 50,000 psi minimum yield strength.	____	____
4. Tailgate - The tailgate is to be constructed of 14-gauge two-sided A40 Galvanneal steel. The tailgate is to be a minimum of 12"high and be a slammable style.	____	____
5. Doors - The doors are to be constructed of 20-gauge two-sided A40 Galvanneal steel. The doors are to be double paneled with hat section reinforcements.	____	____
6. Hinges - Corrosion resistant all stainless steel continuous hinges are to be installed to provide full length support for the doors and pry-proof security with a built-in weather shield. Hinges are to be spot welded to the door frames and must be supported with a six-year warranty.	____	____
7. Rotary Latches - Zinc plated corrosion resistant rotary latches are riveted to the doors with non-corrosive aluminum rivets incorporating stainless steel mandrels. The rotary latches are to be slam-latchable. The latching cam is to be elongated to allow the latch to move vertically relative to the lock strike to prevent torsional damage.	____	____
8. Door Strikers - Adjustable strikers are to be affixed to the door frames with screws. (Welded-on door strikers are not acceptable.)	____	____
9. Door Seals - Automotive "bulb type" neoprene door seals are to be installed by the manufacturer of the body on all door frames.	____	____
10. Door Retainers - Double spring over center door retainers are to be installed on all vertical doors. Retainers need to hold doors in positive open or closed position. (Other types of retainers, like cables or chains, are not acceptable.)	____	____

11. Shelving - Shelves are to be constructed of 18-gauge bright spangled galvanized steel. All shelves are to have hemmed dividers on 4" centers. Shelves need to have a minimum capacity rating of 250 lbs. ____ ____

12. Shelving - 2 adjustable shelves with dividers street and curbside front vertical
1 adjustable shelf with dividers street and curbside rear vertical
1 adjustable shelf curbside horizontal. ____ ____

13. Exterior Prime Paint - The body is to be completely immersed in electro deposition gray epoxy prime paint featuring a zinc phosphate pre coat and seal for additional corrosion protection. Prime paint is to be oven cured to provide a hard, durable finish. ____ ____

14. Interior Paint - Interior paint is to be a mid-gloss, mar resistant, light gray finish. ____ ____

15. Final Paint - Factory painted white inside of compartments and exterior of body. ____ ____

16. Undercoating - The body is to be completely undercoated by the body manufacturer using a water base acrylic. ____ ____

17. Installation - The manufacturer of the body is to supply a recommended installation process along with detailed installation instructions that conform to all applicable Federal Motor Vehicle Safety Standards. Rear body-to-chassis mounting brackets need to incorporate bumper support as well as provide FMVSS 301 protection. Furthermore, the manufacturer of the body is to supply an owner manual describing the proper care and maintenance of the body for the user. ____ ____

18. Warranty - The following items are to be covered by a minimum six (6) year limited warranty to the first owner/user of record. ____ ____

19. No Rust-Thru Guarantee ____ ____

20. Continuous Door Hinges -Guaranteed not to fail to operate or come off product. ____ ____

21. Latches and Lock Cylinders -Guaranteed against failure. ____ ____

22. Shelves -Guaranteed not to fail in bending under a maximum 250 lb. rated load. ____ ____

23. Lighting - Lighting is to meet all FMVSS standards. The wiring harness is to be encased in a plastic loom and all wires are to be colored for ease of troubleshooting. The wire harness must have connectors that are compatible with Ford, GM, and Dodge chassis without splicing. The stop/tail/tum and backup lights are to be recessed in the rear of the body. The stop/tail/tum lights are to be clear-back style. The side marker lights are to be recessed in the body drip rail for protection. ____ ____

24. Interior Compartment - The rear compartments are to be illuminated from clear back style taillights. All Lighting compartments are to be illuminated with lights powered off taillight circuit. Manual toggle switches are required on each light. ____ ____

25. Lighting Wire - Wires must be retained by a fastening system. ____ ____

26. Retention Interior Light Guard and Warning Lights - Light guards are to be installed by the body manufacturer to provide protection for recessed stop/tail/turn, backup lights, and warning lights. The wiring harness needs to be protected also. ____ ____

27. Bumper - Drop step bumper with pintle recess cutout. ____ ____

28. Ladder rack Kargo master pipe rack constructed of 2" steel tubing, powder coated with a load rating of 1700 lbs. Cross bars are 62 inches wide. ____ ____

29. Bed liner Inside of body between compartments shall have a sprayed in bed liner applied. Spray in Bed liner shall be applied to the bottom of the open area as well as the sides up to the top of the compartments. Vendor shall also spray the tops of the compartments with the same Material as the sides and bottom of the center opening of the bottom. There shall be four (4) drain holes, one in each corner, each drain hole shall have an opening no less than %" open area after body has been painted and sprayed with spray in liner to allow for the drainage of rain and wash water ____ ____

30. There shall be four (4) drain holes, one in each comer, each drain hole shall have an opening no less than 3/4% open area after body has been painted and sprayed with spray in liner to allow for the drainage of rain and wash water. ____ ____

31. Four corner warning lights - Four (4) corner LED lights with rear round or square light heads recessed into the rear of the utility body Whelen brand LED or Equal – all LED with 5-year warranty. Front four (4) Corner Warning Lights shall not be installed in headlight/turn signal/parking light fixture. Any vehicle delivered with the front four corner warning lights installed in the headlight/turn signal/parking light fixtures will be refused and only accepted once vendor replaces the light fixture with the new ones. ____ ____

32. Chassis to be provided with crank down spare tire mount with tire. Vendor shall make sure that both items are accessible with the body bid by bidder. ____ ____

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:1/24/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for a 2023 Ford Expedition SUV for Animal Services.
General fund/Motor Pool

Amount of Contract:

$51,657.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230117 Stivers Agenda Package POs	Cover Memo	1/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/19/2023 - 1:21 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
4337	2023	(F7000) MOTOR POOL	2023 FORD EXPEDITION SUV FOR ANIMAL SERVICES (AL STATE CONTRACT)	$51,657.00	(292393) STIVERS FORD LINCOLN INC

Adopted:

_____
City Clerk

Bill To	Requisition 00004337-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL
4000 EASTERN BLVD	745 BROAD STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	CARTERD@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	292393	01/12/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	LARGE SIZE SUV AS SPECIFIED: 2023 FORD EXPEDITION 4 DOOR SUV 2WD WHITE IN COLOR. MODEL SERIES U1F ORDER CODE 102A TO INCLUDE OPTIONS XL, 101A 52L AS PER STATE OF ALABAMA CONTRACT T-191 MASTER AGREEMENT MA22000003121-4 AND YOUR QUOTE PRICE INCLUDES A DELIVERY FEE OF $344.00 BASED ON STATE CONTRACT OF $2.00 PER MILE DELIVERY AND DISTANCE OF 172 MILES	1.00 EACH	50969.00000	50969.00

Additional Description Notes

2022 OR NEWER FORD EXPEDITION 4 DOOR SUV. REQUESTED BY DEPT 1546 ANIMAL SERVICES.

The Above Line Item Is Required By: 12/06/22

1	7000.40.20.0000.0000.2070.0000.0000.47120.		
	E MP01546 .VEHICLEEXP.	.	50969.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL

Bill To	Requisition 00004337-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released Page 2

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	292393	01/12/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	745 BROAD STREET MOBILE, AL 36604			
002	FREIGHT	1.00 EACH	344.00000	688.00
	Vendor Item Inventory Item/Loc 14009 *Amount reflects $344.00 freight.			
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01546 .VEHICLEEXP. .			688.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 51657.00

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

Account	Amount	Remaining Budget
E MP01546 .VEHICLEEXP. .	51657.00	1486.80

Bill To	Requisition 00004337-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL
4000 EASTERN BLVD	745 BROAD STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	CARTERD@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	292393	01/12/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	51657.00	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
CCancelled	01/12/23	JOHN PAINE	GL Allocation changed
Approved	01/13/23	CHARLES SUMRALL	
Queued	01/13/23	KINA ANDREWS	
Queued	01/13/23	JAMES DELAPP	
Queued	01/13/23	CASI CALLAWAY	
Queued	01/13/23	MARC VASSALLO	
Pending		DONALD ROSE	
Pending		SANDRA LEWIS	
Pending		KAREN NAMAN	
Pending		JOHN PAINE	
Pending		MICHAEL SPAFFORD	

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Ford Law Enforcement T191L

Type
Master Agreement

Supplier
Stivers Ford Lincoln

Contract Code
MA220000003121

Linked Solicitation
Ford Law Enforcement T191L - Bid -

Sourcing Number
SRC0000007867

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Pat	Hemme	pat.hemme@purchasing.alabama.gov	334-242-7173

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
David	Maddox	dmaddox@stiversonline.com	8333173566

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
6/13/2022

End Date
6/13/2023

Documents

- 2023 Order Bank Opening Updates.pdf

Items

- Master_Agreement_ Stivers LE.pdf
- Updated Ford L E Lines T191L 8-17-22.pdf
- Updated Ford L E Lines T191L 5-23-22.pdf
- Master_Agreement_V2.pdf

Item Name	Product Code		UOM
Ford Police Interceptor Utility	220000003121-1	38,320.00	Each
Ford F150 Police Responder	220000003121-2	39,429.00	Each
Ford Expedition SSV	220000003121-4	45,569.00	Each
Ford Expedition Max SSV	220000003121-5	47,523.00	Each
Ford Transit PTV	220000003121-6	38,115.00	Each
Ford Law Enforcement Options	220000003121-7	0.00	USD
Delivery	220000003121-8	0.00	USD

AGENDA ITEM SUMMARY SHEET

Agenda of:1/24/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to ProtecVideo LLC for annual Eagle Eye surveillance camera service and support and annual license-plate recognition camera licenses for MPD Cyber.
General fund.

Amount of Contract:

$262,168.00

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

ATTACHMENTS:

Description	Type	Upload Date
20230117 Protec Agenda Package POs	Cover Memo	1/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/19/2023 - 1:19 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
4252	2023	(1545) POLICE CYBER DIVISION	ANNUAL RENEWAL OF EAGLE EYE CAMERA SOFTWARE/SUPPORT AND ALPR CAMERA LICENSES (BID EXEMPT AS SOLE SOURCE RENEWAL AND 41-16-51(A)(15) SECURITY/SAFETY),	$262,168.00	(294102) PROTECVIDEO LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00004252-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1545.1530.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
PROTECVIDEO LLC P O BOX 7641 SPANISH FORT, AL 36577 Tel#251-610-6802	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/11/23	294102				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER INVOICE #5456. RENEWAL OF EXISTING LAW ENFORCEMENT SENSITIVE DATA AND SOFTWARE. NO SUBSTITUTIONS - MUST BE THIS VENDOR TO INCLUDE EXISTING DATA, SERVICES, AND CONNECTIONS PRESENTLY STORED AND INSTALLED. THIS IS THE ANNUAL RENEWAL. LAW ENFORCEMENT SENSITIVE INFORMATION PER KEVIN LEVY.			
001	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- TO INCLUDE THE FOLLOWING: Srv001 Annual EE Gen Surv Camera Service RENEWAL Qty. 227 @ $114 = $25,572.00 Srv001. Annual EE Cloud Service for covert camera system support Qty. 1 @ $54,850.00 Srv017. Annual ALPR Camera License Renewal (NON-EE) Qty. 189 @ $960.00 = $181,440.00 Vendor Item Inventory Item/Loc 1723	1.00 EACH	262168.00000	262168.00
1	1000.30.15.1530.1545.1530.0000.0000.42200.			262168.00

Bill To	Requisition 00004252-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1545.1530.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
PROTECVIDEO LLC P O BOX 7641 SPANISH FORT, AL 36577 Tel#251-610-6802	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/11/23	294102				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			

Requisition Link

Requisition Total 262168.00

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

Account	Amount	Remaining Budget
1000.30.15.1530.1545.1530.0000.0000.42200. POLICE CYBER DIVISION EXP PROFESSIONAL & TECHNICAL	262168.00	10820987.61

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

Activity	Date	Clerk	Comment
Approved	01/13/23	DONALD ROSE	Approved by: 9105fola
Approved	01/13/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	01/13/23	KAREN NAMAN	Auto approved by: 910516727
Approved	01/13/23	JOHN PAINE	Auto approved by: 910516727
Approved	01/13/23	MICHAEL SPAFFORD	Auto approved by: 910516727
Approved	01/13/23	ANNE FOLEY	Auto approved by: 910516727

Bill To	Requisition 00004252-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1545.1530.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
PROTECVIDEO LLC P O BOX 7641 SPANISH FORT, AL 36577 Tel#251-610-6802	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/11/23	294102				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:1/24/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase orders for fuel for City Garage.

General fund.

Amount of Contract:

Total of all is $68,230.06

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230118 Agenda Package Fuel POs	Cover Memo	1/18/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/19/2023 - 1:16 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, purchase orders to the indicated vendors in the approximate amount stated, and to approve the supporting bid award if required, for the following requisitions as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
4384	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$17,165.41	(279229) PETROLEUM TRADERS CORPORATION
4385	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$17,021.55	(279229) PETROLEUM TRADERS CORPORATION
4386	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$17,021.55	(279229) PETROLEUM TRADERS CORPORATION
4387	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$17,021.55	(279229) PETROLEUM TRADERS CORPORATION

Adopted:

_____

City Clerk

Bill To	Requisition 00004384-00 FY 2023
MUNICIPAL GARAGE	PO 23003832
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Converted Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	279229	01/18/23			FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.	6530.00 GALLON	2.59000	16912.70
	Vendor Item			
	Inventory Item/Loc 14054			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			16912.70
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
	Delivery Reference TRAVESIA AGEE			
	Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE	6530.00 EACH	0.03870	252.71
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			252.71

Bill To	Requisition 00004384-00 FY 2023
MUNICIPAL GARAGE	PO 23003832
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Converted Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	279229	01/18/23			FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 17165.41

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	17165.41	5112095.81
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	01/17/23	DONALD ROSE	Auto approved by: 9105neej
Approved	01/17/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	01/17/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	01/17/23	JOHN PAINE	Auto approved by: 9105neej
Approved	01/17/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	01/17/23	JAMES NEESE JR	

Bill To	Requisition 00004384-00 FY 2023
MUNICIPAL GARAGE	PO 23003832
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Converted Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	279229	01/18/23			FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00004385-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.	6500.00 GALLON	2.58000	16770.00
	Vendor Item			
	Inventory Item/Loc 14054			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			16770.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE			
	Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE	6500.00 EACH	0.03870	251.55
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			251.55

Bill To	Requisition 00004385-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 17021.55

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	17021.55	5112095.81
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	01/18/23	DONALD ROSE	Auto approved by: 9105neej
Approved	01/18/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	01/18/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	01/18/23	JOHN PAINE	Auto approved by: 9105neej
Approved	01/18/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	01/18/23	JAMES NEESE JR	

Bill To	Requisition 00004385-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00004386-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	6500.00 GALLON	2.58000	16770.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			16770.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	6500.00 EACH	0.03870	251.55
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			251.55

Bill To	Requisition 00004386-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 17021.55

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	17021.55	5112095.81
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	01/18/23	DONALD ROSE	Auto approved by: 9105neej
Approved	01/18/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	01/18/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	01/18/23	JOHN PAINE	Auto approved by: 9105neej
Approved	01/18/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	01/18/23	JAMES NEESE JR	

Bill To	Requisition 00004386-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00004387-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	6500.00 GALLON	2.58000	16770.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			16770.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	6500.00 EACH	0.03870	251.55
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			251.55

Bill To	Requisition 00004387-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 17021.55

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	17021.55	5112095.81
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	01/18/23	DONALD ROSE	Auto approved by: 9105neej
Approved	01/18/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	01/18/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	01/18/23	JOHN PAINE	Auto approved by: 9105neej
Approved	01/18/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	01/18/23	JAMES NEESE JR	

Bill To	Requisition 00004387-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

BID #5624-FUEL

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
1000-8199 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0387
DAVISON FUEL	0.11
MANSFIELD OIL **	0.3206
WARING OIL	13.5
OAGG, INC	3.6314

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
8200 GALLONS OR MORE PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0052
MANSFIELD OIL **	0.0226
DAVISON FUEL	0.042
WARING OIL	13.5
OAGG, INC	3.6314

DIESEL #2 (ULTRA LOW SULFUR) CLEAR ON ROAD
1000-2000 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.3500
MANSFIELD OIL **	0.3502
DAVISON FUEL	0.15
WARING OIL	14.5
OAGG, INC	3.8736

GASOLINE UNLEADED 89% OCTANE RATING, 0% ETHANOL
1000-2000 GALLONS PER DELIVERY

PETROLEUM TRADERS	0.3500
DAVISON FUEL	0.15
WARING OIL	18.5
MANSFIELD OIL**	.3825
OAGG, INC	3.9755

** DISCOUNT .0025/20 DAYS FROM DATE OF RECEIPT OF GOODS.

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: ms Buyer: 007

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
10/14/2021	**5624**	Various	As Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Thursday, October 28, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

FUEL

The City of Mobile requests bids for:
Regular E-10 Unleaded Gasoline, #2 Diesel Fuels, and Unleaded Gasoline, 89 Octane, 0% Ethane.

Prices on this bid are to remain firm for one (1) year from date of award. At the option of the City and the successful Vendor, the award may be extended for two (2) additional one (1) year periods.

Fuel must be delivered by the next day close of receiving hours. Hours are: 7:30 A.M. – 2:30 P.M., unless otherwise stated at time of order.

Delivery Tickets are required at the time of delivery. Ticket must state: Time and Date of delivery, Product, and Number of Gallons delivered. Fuel will be purchased at the Net Amount.

Exact quantity of fuel to be purchased is an estimate. The City does attempt to place orders for fuel as close to amount needed. The City does not guarantee exact quantity to be purchased.

The contract will be awarded to the Bidder having the lowest Mark-Up (margin) above the daily Oil Price Information Service (OPIS) prices. The City of Mobile uses the daily published State of Alabama OPIS prices, based off the "Rack Avg" pricing for the Montgomery, Alabama location. The margin is to include any and all charges, including profit and delivery charges, but must not include applicable taxes.

Purchase Orders will be paid by the daily OPIS Price (Day of Delivery of Fuel), the contracted Mark-Up (margin) price, and applicable taxes.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

Page_____ of _____

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

The following are taxes that the City of Mobile pays on each gallon of fuel purchased:

Gasoline/E-10:	Al Inspection Fee	.02
	Al Trust Fund	.012
	Fed Lust	.001
	Fed Oil Spill E-10	.00214
	TOTAL	.03514

Diesel:	AL Inspection Fee	.02
	AL Wholesale Oil License Fee	.0075
	AL Storage Tank Fee	.012
	Fed Exc. Lust Govt Tax	.001
	Fed Env Rec Fee (Oil Spill)	.00214
	TOTAL	.04264

It is the responsibility of the awarded Vendor to notify in writing on company letterhead if and when the Tax rates change.

The City of Mobile purchases the following types of fuel:
Gasoline Unleaded Regular E-10 87 Octane Rating.
Gasoline may contain a maximum of 10% Ethanol.
Diesel #2 (Ultra Low Sulfur) Clear on Road.
Gasoline Unleaded 89 Octane, 0% Ethanol.

In the event fuel is delivered on a holiday (day that no Fuel Report is done), Vendors may charge the higher report price from the day before or the day after.

Specifications, Samples, Protocols, Analysis Reports:
Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the City. Information, if requested, must be supplied within five (5) business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to award or during the contract.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Analysis Reports must be performed by an independent laboratory that the City of Mobile chooses. If requested, failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in bid rejection or contract cancellation.

BAD FUEL:
If substantial proof is received that delivered fuel was not good, (i.e. contained materials damaging to Fuel Tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in contract cancellation and possible exclusion on future bids by a time period determined by the City of Mobile Purchasing Agent.

If a Vendor breaks contract with the City of Mobile on this fuel contract, it may be excluded from the next two (2) fuel bids.

PRICING:
Gasoline Unleaded Regular E-10 87 Octane Rating
1000 – 8199 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded Regular E-10 87 Octane Rating
8200 Gallons or More per Delivery

_____
Margin Price per Gallon

Diesel #2 (Ultra Low Sulfur) Clear on Road
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded 89% Octane Rating, 0% Ethanol
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

TO BE AWARDED ON A PER ITEM BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.		Dollars	Cents	Dollars	Cents

The following are Locations, Numbers, and Sizes of Fuel Tanks for the City of Mobile:

Motor Pool **745 South Broad St., Mobile, AL 36604**
1 Ea. 10,000 Gallon Tank
(Unleaded, in ground)

Municipal Garage **770 Gayle St., Mobile, AL 36604**
2 Ea. 10,000 Gallon Tanks
(Unleaded, in ground)

1 Ea. 2000 Gallon Tank
(Unleaded, above ground, 0% Ethanol)

3rd Precinct **2165 St. Stephens Rd., Mobile, AL 36617**
1 Ea. 4,000 Gallon Tank
(Unleaded, above ground, Bobtail Delivery only)

Langan Park **4901 Museum Dr., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)
2 Ea. 1,000 Gallon Tanks
(Diesel, in ground)

4th Precinct **8080 Airport Blvd., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)

The Wave Transit **1224 West I-65 Svc. Rd., S., Mobile, AL 36606**
1 Ea. 1,200 Gallon Tank
(Unleaded, above ground)

Fire Station #7 **5525 Commerce Blvd., Mobile, AL 36619**
1 Ea. 2000 Gallon Tank
(Diesel, above ground)

The City of Mobile has the right to add delivery Locations within Mobile City Police Jurisdiction.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

Page_____ of _____

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

State any special conditions or ordering instructions:

No Bid Bond is required.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/.**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Questions pertaining to this bid may be emailed to: purchasing@cityofmobile.org .

ITEM BASIS AWARD

				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

City of Mobile Business License is required. See Item 14 on Reverse of Page 1.

The City of Mobile does not accept Vendors' terms and conditions.

This bid must be signed and all pages returned including the terms and conditions on the Reverse of Page 1.

For additional information, contact:

purchasing@cityofmobile.org

CONTACT INFORMATION
(PLEASE PRINT)

COMPANY NAME _____

CONTACT NAME _____

COMPANY ADDRESS _____

_____

TELEPHONE NUMBER _____

FAX NUMBER _____

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

AGENDA ITEM SUMMARY SHEET

Agenda of:1/24/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S.Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Mitylite Inc for 40ft x40ft and 25ft x 32ft dance floor kits for the Convention Center.
CIP

Amount of Contract:

$207,806.32

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230118 Mitylite Agenda Package POs	Cover Memo	1/18/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/19/2023 - 2:38 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
4183	2023	(F6080) CONVENTION CENTER	40FT X 40FT AND 24FT X 32FT DANCE FLOOR KITS FOR CONVENTION CENTER (BUYBOARD COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$207,806.32	(297671) MITYLITE INC

Adopted:

_____
City Clerk

Bill To	Requisition 00004183-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
MITYLITE, INC.	CONVENTION CENTER
1301 WEST 400 NORTH	1 SOUTH WATER
	MOBILE, AL 36602
OREM, UT 84057	CGULLETT@CITYOFMOBILE.ORG
UNITED STATES	
Tel#1-385-429-5758	Delivery Reference
Fax 801-224-6191	CHANEL GULLETT
	Deliver To
	CONVENTION CENTER
	1 SOUTH WATER
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/23	297671				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER BUY BOARD CONTRACT 667-22 AND YOUR QUOTE #SQ137113 DATED 1/18/23.			
	MITY CUSTOMER #485165.			
	CONTACT BRANDT WELHELM AT 251-208-2127 OR 251-545-8951 48 HOURS BEFORE DELIVERY.			
	EMAIL PO TO: Jeremy.Spencer@mityinc.com			
001	DANCE FLOORS MAGNATTACH V3 DANCE FLOOR KIT 40X40 MAGKIT40X40STLSV3 Panel: Studio Teak Edge & Corner Color: Silver Panels: 100 Edges: 36 Corners: 4 Carts: 4 Vendor Item	2.00 EACH	78815.03000	157630.06
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS. .			157630.06
	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference CHANEL GULLETT			
	Deliver To			

Bill To	Requisition 00004183-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
MITYLITE, INC.	CONVENTION CENTER
1301 WEST 400 NORTH	1 SOUTH WATER
	MOBILE, AL 36602
OREM, UT 84057	CGULLETT@CITYOFMOBILE.ORG
UNITED STATES	
Tel#1-385-429-5758	Delivery Reference
Fax 801-224-6191	CHANEL GULLETT
	Deliver To
	CONVENTION CENTER
	1 SOUTH WATER
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/23	297671				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602			
002	MAGNATTACH V3 DANCE FLOOR KIT 24X32 MAGKIT24X32STLSV3 Panel: Studio Teak Edge & Corner Color: Silver Panels: 48 Edges: 24 Corners: 4 Carts: 2 Vendor Item	1.00 EACH	38892.56000	38892.56
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS. .			38892.56
	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference CHANEL GULLETT Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602			
003	MG2 SIL 2 STEEL EDGE RAMP V2 ER2SILV2 Vendor Item	10.00 EACH	150.00000	1500.00

Bill To	Requisition 00004183-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
MITYLITE, INC.	CONVENTION CENTER
1301 WEST 400 NORTH	1 SOUTH WATER
	MOBILE, AL 36602
OREM, UT 84057	CGULLETT@CITYOFMOBILE.ORG
UNITED STATES	
Tel#1-385-429-5758	Delivery Reference
Fax 801-224-6191	CHANEL GULLETT
	Deliver To
	CONVENTION CENTER
	1 SOUTH WATER
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/23	297671				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS. .			1500.00

Ship To
CONVENTION CENTER
1 SOUTH WATER
MOBILE, AL 36602
Delivery Reference
CHANEL GULLETT

Deliver To
CONVENTION CENTER
1 SOUTH WATER
MOBILE, AL 36602

004	MG2 SIL 3 STEEL EDGE RAMP V2 ER3SILV2 Vendor Item	10.00 EACH	150.00000	1500.00

1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS. .			1500.00

Ship To
CONVENTION CENTER
1 SOUTH WATER
MOBILE, AL 36602
Delivery Reference
CHANEL GULLETT

Bill To	Requisition 00004183-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
MITYLITE, INC. 1301 WEST 400 NORTH OREM, UT 84057 UNITED STATES Tel#1-385-429-5758 Fax 801-224-6191	CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 CGULLETT@CITYOFMOBILE.ORG Delivery Reference CHANEL GULLETT Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/23	297671				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602			
005	Magnattach V2 Silver Corner SET CRSET4SILV2 Vendor Item	4.00 EACH	772.00000	3088.00
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS. .			3088.00
	Ship To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 Delivery Reference CHANEL GULLETT Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602			
006	FREIGHT	1.00 EACH	5195.70000	5195.70
	Additional Description Notes --- NOTE: THE CITY OF MOBILE DOES NOT NORMALLY PAY A DEPOSIT.			

Bill To	Requisition 00004183-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 5

Vendor	Ship To
MITYLITE, INC. 1301 WEST 400 NORTH OREM, UT 84057 UNITED STATES Tel#1-385-429-5758 Fax 801-224-6191	CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 CGULLETT@CITYOFMOBILE.ORG Delivery Reference CHANEL GULLETT Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/23	297671				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	Vendor Item Inventory Item/Loc 14009			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS. .			5195.70

Ship To
CONVENTION CENTER
1 SOUTH WATER
MOBILE, AL 36602
Delivery Reference
CHANEL GULLETT

Deliver To
CONVENTION CENTER
1 SOUTH WATER
MOBILE, AL 36602

Requisition Link

Requisition Total 207806.32

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

Account	Amount	Remaining Budget
E C0261 .OPERSUPPLS. .	207806.32	91377.41

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	207806.32	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

Bill To	Requisition 00004183-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 6

Vendor	Ship To
MITYLITE, INC. 1301 WEST 400 NORTH OREM, UT 84057 UNITED STATES Tel#1-385-429-5758 Fax 801-224-6191	CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 CGULLETT@CITYOFMOBILE.ORG Delivery Reference CHANEL GULLETT Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/23	297671				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	01/12/23	CARLEEN STOUT	Auto approved by: 910519420
Approved	01/12/23	CASSIE BOATWRIGHT	
Approved	01/12/23	BRENDA RHODES	
Approved	01/12/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	01/12/23	RELYA MALLORY	Auto approved by: 910511034
Approved	01/18/23	DONALD ROSE	Approved by: 9105fola
Approved	01/18/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	01/18/23	KAREN NAMAN	Auto approved by: 910516727
Approved	01/18/23	JOHN PAINE	Auto approved by: 910516727
Approved	01/18/23	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

February 4, 2022

Sent Via Email: john.king@mityinc.com

John King
Mity-Lite
1301 West 400 North
Orem, UT 840567

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 667-22, Furniture for School, Office, Science, Library and Dormitory

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of April 1, 2022 through March 31, 2023 and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 667-22 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas
Asst. Division Director, Cooperative Purchasing
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

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

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Buyboard related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), until further notice. See also Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by BuyBoard, a national, intergovernmental purchasing cooperative, created in accordance with Maryland and Rhode Island state statutes, 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 the Texas Association of School Boards, who served as the procurement administrator with BuyBoard's Board of Directors, using established ranking criteria.

Based on the Department's review, the competitive bid process used by BuyBoard is approved for use through **December 31, 2023**. 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. 2021-485.

Prior to utilizing BuyBoard, 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.* Further, 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.*

Should the Department receive notice that BuyBoard or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, BuyBoard'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:1/24/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Mitylite Inc for 1000 chairs for the Convention Center.

CIP.

Amount of Contract:

$127,880.92

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

ATTACHMENTS:

Description	Type	Upload Date
20230118 Mitylite2 Agenda Package POs	Cover Memo	1/18/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/19/2023 - 2:39 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
4174	2023	(F6080) CONVENTION CENTER	1000 CHAIRS FOR CONVENTION CENTER (BUYBOARD COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$127,880.92	(297671) MITYLITE INC

Adopted:

_____
City Clerk

Bill To	Requisition 00004174-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
MITYLITE, INC.	CONVENTION CENTER
1301 WEST 400 NORTH	1 SOUTH WATER
	MOBILE, AL 36602
OREM, UT 84057	CGULLETT@CITYOFMOBILE.ORG
UNITED STATES	
Tel#1-385-429-5758	Delivery Reference
Fax 801-224-6191	CHANEL GULLETT
	Deliver To
	CONVENTION CENTER
	1 SOUTH WATER
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/23	297671				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER BUY BOARD CONTRACT 667-22 AND YOUR QUOTE #SQ137111.			
	CONTACT BRANDT WELHELM AT 251-208-2127 OR 251-545-8951 48 HOURS BEFORE DELIVERY.			
001	CLASSIC SQUARE OPEN CHAIR	1000.00 EACH	120.00000	120000.00
	CLSQO2M020017140W 50 Finish: Silver AR Back: Fixed Seam Style: Waterfall Ganging: Wire Leg: Standard Chair Upholstery: Mobile - Blue			
	Vendor Item			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS. .			120000.00
	Ship To			
	CONVENTION CENTER			
	1 SOUTH WATER			
	MOBILE, AL 36602			
	Delivery Reference			
	CHANEL GULLETT			
	Deliver To			
	CONVENTION CENTER			
	1 SOUTH WATER			
	MOBILE, AL 36602			

Bill To	Requisition 00004174-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
MITYLITE, INC. 1301 WEST 400 NORTH OREM, UT 84057 UNITED STATES Tel#1-385-429-5758 Fax 801-224-6191	CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 CGULLETT@CITYOFMOBILE.ORG Delivery Reference CHANEL GULLETT Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/23	297671				CONVENTION CENTER

LN	Description / Account	Qty	Unit Price	Net Price
002	FREIGHT	1.00 EACH	7880.92000	7880.92
	Vendor Item Inventory Item/Loc 14009			
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0261 .OPERSUPPLS. .			7880.92

Ship To
CONVENTION CENTER
1 SOUTH WATER
MOBILE, AL 36602
Delivery Reference
CHANEL GULLETT

Deliver To
CONVENTION CENTER
1 SOUTH WATER
MOBILE, AL 36602

Requisition Link

Requisition Total 127880.92

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

Account	Amount	Remaining Budget
E C0261 .OPERSUPPLS. .	127880.92	91377.41

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.		

Bill To	Requisition 00004174-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
MITYLITE, INC. 1301 WEST 400 NORTH OREM, UT 84057 UNITED STATES Tel#1-385-429-5758 Fax 801-224-6191	CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602 CGULLETT@CITYOFMOBILE.ORG Delivery Reference CHANEL GULLETT Deliver To CONVENTION CENTER 1 SOUTH WATER MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/10/23	297671				CONVENTION CENTER

Account		Amount	Remaining Budget
		127880.92	
CAPITAL IMPROVEMENTS FUND EXP	OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	01/12/23	CARLEEN STOUT	Auto approved by: 910519420
Approved	01/12/23	CASSIE BOATWRIGHT	
Approved	01/12/23	BRENDA RHODES	
Approved	01/12/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	01/12/23	RELYA MALLORY	Auto approved by: 910511034
Approved	01/18/23	DONALD ROSE	Approved by: 9105fola
Approved	01/18/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	01/18/23	KAREN NAMAN	Auto approved by: 910516727
Approved	01/18/23	JOHN PAINE	Auto approved by: 910516727
Approved	01/18/23	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

February 4, 2022

Sent Via Email: john.king@mityinc.com

John King
Mity-Lite
1301 West 400 North
Orem, UT 840567

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 667-22, Furniture for School, Office, Science, Library and Dormitory

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of April 1, 2022 through March 31, 2023 and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 667-22 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas
Asst. Division Director, Cooperative Purchasing
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

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

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Buyboard related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), until further notice. See also Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by BuyBoard, a national, intergovernmental purchasing cooperative, created in accordance with Maryland and Rhode Island state statutes, 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 the Texas Association of School Boards, who served as the procurement administrator with BuyBoard's Board of Directors, using established ranking criteria.

Based on the Department's review, the competitive bid process used by BuyBoard is approved for use through **December 31, 2023**. 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. 2021-485.

Prior to utilizing BuyBoard, 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.* Further, 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.*

Should the Department receive notice that BuyBoard or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, BuyBoard'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:1/24/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to K&K Systems Inc for four solar-powered, radar-feedback speed limit signs for Traffic Engineering.
General fund.

Amount of Contract:

$18,217.92

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

ATTACHMENTS:

Description	Type	Upload Date
20230118 KK Agenda Package POs	Cover Memo	1/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/19/2023 - 1:22 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
3927	2023	(2060) TRAFFIC ENGINEERING	4 SOLAR-POWERED RADAR-FEEDBACK SPEED LIMIT SIGNS (BUYBOARD COPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$18,217.92	(294556) K&K SYSTEMS INC

Adopted:

_____

City Clerk

Bill To	Requisition 00003927-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 910518227
	Status: Released Page 1

Vendor	Ship To
K&K SYSTEMS INC	TRAFFIC ENGINEERING
687 PALMETTO RD	852 GAYLE STREET
TUPELO, MS 38801	MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG
Tel#888-414-3003 Fax 662-566-7123	Delivery Reference MARYBETH BERGIN
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/04/23	294556				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER BUYBOARD CONTRACT #608-20 EXPIRES 5/31/2023 AND YOUR QUOTE Q230106CP-9			
001	SPEED LIMIT SIGN 30" X 36", HIGH INTENSITY, 8 LEDS, DC20 SOLAR PACK WITH MOUNTING BRACKET, SPLASHER (CONTROLLER) AND 18A BATTERY, HORIZONTAL RECTANGLE MOUNTING KIT (FAMUTCDKIT) INCLUDED. MODEL # R2-13036-HI-8-DC20 COMPLETE WITH OPTIONS AND ACCESSORIES PER QUOTE Q230106CP-9	4.00 EACH	4554.48000	18217.92
1	1000.40.20.3005.2060.3005.0000.0000.44020.			18217.92

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
MARYBETH BERGIN

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Bill To	Requisition 00003927-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
K&K SYSTEMS INC	TRAFFIC ENGINEERING
687 PALMETTO RD	852 GAYLE STREET
	MOBILE, AL 36604
TUPELO, MS 38801	MARYBETH.BERGIN@CITYOFMOBILE.ORG
Tel#888-414-3003	Delivery Reference
Fax 662-566-7123	MARYBETH BERGIN
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/04/23	294556				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

Requisition Link

Requisition Total 18217.92

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

Account	Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.44020.	18217.92	866176.04
TRAFFIC ENGINEERING EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Queued	01/09/23	DONALD ROSE	
Queued	01/09/23	SANDRA LEWIS	
Queued	01/09/23	KAREN NAMAN	
Queued	01/09/23	JOHN PAINE	
Queued	01/09/23	MICHAEL SPAFFORD	
Queued	01/09/23	MICHAEL SPAFFORD	

Authorized By: _____ Date: _____
Signature

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

May 2, 2022

Sent via email to: arobinson@k-ksystems.com

Amanda Robinson
K&K Systems, Inc.
687 Palmetto Rd
Tupelo, MS 38801

Re: Highway Safety and Traffic Control Products
BuyBoard Contract 608-20

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Highway Safety and Traffic Control Products, Contract 608-20, for which the current term is set to expire May 31, 2022. At this time, the BuyBoard is renewing your contract through May 31, 2023. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at lisa.maraden@tasb.org prior to the start of the renewal term.

If you have questions or comments concerning this renewal, please contact me as soon as possible at lisa.maraden@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Lisa Maraden
Contract Administrator

final renewal v.02.13.2020

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

April 26, 2021

Sent via email to: arobinson@k-ksystems.com

Amanda Robinson
K&K Systems, Inc.
687 Palmetto Rd
Tupelo MS 38801

Re: Highway Safety and Traffic Control Products
BuyBoard Contract 608-20

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Highway Safety and Traffic Control Products, Contract 608-20 effective June 1, 2020 through May 31, 2021, with two possible one-year renewals. At this time, the BuyBoard is renewing your contract through May 31, 2022.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at lisa.maraden@tasb.org prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of $15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at lisa.maraden@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Lisa Maraden
Contract Administrator

1st renewal v.02.13.2020

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

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Buyboard related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), until further notice. See also Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by BuyBoard, a national, intergovernmental purchasing cooperative, created in accordance with Maryland and Rhode Island state statutes, 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 the Texas Association of School Boards, who served as the procurement administrator with BuyBoard's Board of Directors, using established ranking criteria.

Based on the Department's review, the competitive bid process used by BuyBoard is approved for use through **December 31, 2023**. 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. 2021-485.

Prior to utilizing BuyBoard, 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.* Further, 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.*

Should the Department receive notice that BuyBoard or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, BuyBoard'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:1/24/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to TS Wall & Sons Inc for flooring for Fire Training Center Training Building.
CIP

Amount of Contract:

$21,687.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230119 TSWall Agenda Package POs	Cover Memo	1/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/19/2023 - 2:40 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
4608	2023	(3032) ARCHITECTURAL ENGINEERING	FLOORING FOR FIRE TRAINING CENTER TRAINING BUILDING (SELAED BID 5754)	$21,687.00	(231625) T S WALL & SONS INC

Adopted:

_____
City Clerk

Bill To	Requisition 00004608-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
T S WALL & SONS INC	PUBLIC BUILDINGS
140 EAST I-65 SERVICE RD N	850 OWENS STREET
	MOBILE, AL 36604
MOBILE, AL 36607	
Tel#251-471-4446	Delivery Reference
Fax 251-473-2110	BRENDA PARKER
	Deliver To
	PUBLIC BUILDINGS
	850 OWENS STREET
	MOBILE, AL 36604
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/19/23	231625				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
001	FLOORING FOR MFR TRAINING CENTER, VENDOR RESPONSIBLE TO PROVIDE & INSTALL FLOORING AS PER CITY OF MOBILE BID #5754. VENDOR TO PROVIDE ALL PRODUCTS NECESSARY TO INSTALL THE FLOOR. VENDOR SHALL PROVIDE INTERFACE CLASS III HIGH PERFORMANCE VINYL FLOORING MOUSSE IN COLOR. VENDOR HAS 2 WEEKS FROM ISSUANCE OF PURCHASE ORDER TO COMPLETE THE INSTALLATION. AS PER CITY OF MOBILE BID #5754 AND VENDOR'S QUOTE.	1.00 LOT	21687.00000	21687.00

Additional Description Notes

VENDOR TO PROVIDE ALL PRODUCTS NECESSARY TO INSTALL THE FLOOR.

VENDOR SHALL PROVIDE INTERFACE CLASS III HIGH PERFORMANCE VINYL FLOORING MOUSSE IN COLOR.

VENDOR HAS 2 WEEKS FROM ISSUANCE OF PURCHASE ORDER TO COMPLETE THE INSTALLATION.

AS PER CITY OF MOBILE BID #5754 AND VENDOR'S QUOTE.

1	2000.80.00.0000.0000.0000.0000.0000.48010.	
	E C0474 .CONSTRUCTN. .	21687.00

Bill To	Requisition 00004608-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: Status: Released Page 2

Vendor	Ship To
T S WALL & SONS INC 140 EAST I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-471-4446 Fax 251-473-2110	PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/19/23	231625				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
PUBLIC BUILDINGS
850 OWENS STREET
MOBILE, AL 36604
Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Requisition Link

Requisition Total 21687.00

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

Account	Amount	Remaining Budget
E C0474 .CONSTRUCTN. .	21687.00	1465197.69

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.48010.	21687.00	

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment
Queued	01/19/23	JEREMY LAMI	
Queued	01/19/23	BARRY GLISSON	

Bill To	Requisition 00004608-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: Status: Released Page 3

Vendor	Ship To
T S WALL & SONS INC 140 EAST I-65 SERVICE RD N MOBILE, AL 36607 Tel#251-471-4446 Fax 251-473-2110	PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/19/23	231625				ARCHITECTURAL ENGINEERING

LN	Description / Account		Qty	Unit Price	Net Price
	Queued	01/19/23 JAMES FRANK			
	Pending	BRENDA RHODES			
	Pending	TIFFANY HOLLINS			
	Pending	RELYA MALLORY			
	Pending	DONALD ROSE			
	Pending	SANDRA LEWIS			
	Pending	KAREN NAMAN			
	Pending	JOHN PAINE			
	Pending	MICHAEL SPAFFORD			

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR

BID #5754

HIGH PERFORMANCE VINYL FLOORING TO BE INSTALLED IN PORTABLE BUILDING

TS WALL	$21,687.00
SUN FLOORING/ SOUTH CYPRESS	$24,950.00
DELTA FLOORING	$24,952.00
INTEGRITY MAINTENANCE	$31,168.76

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 005

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
12/28/2022	5754	Architectural Engineering	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, January 13, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

HIGH PERFORMANCE VINYL FLOORING TO BE INSTALLED IN PORTABLE BUILDING

Vendor to provide and install Class III high-performance printed vinyl tile in City of Mobile-owned portable building.

Vendor will be required to provide all materials necessary to install the tile.

City of Mobile provides a drawing of the floor plan of the building with this bid.

There will be no pre-bid walk-through as the building is not yet delivered to the City of Mobile.

Vendors will need to work from the City-provided drawing.

Price to include all tile, adhesive, cove base, etc., to install the floor over a wooden floor.

Price for complete job $_____

Time to begin install after issuance of Purchase Order

_____

Warranty on Tile _____

Labor Warranty _____

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Manufacturer of Tile _____

Tile Model _____

Color of Tile _____

A sample of tile in correct color may be required.

If requested, sample must be delivered within 48 hours of the request of the Purchasing Department.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

If you have any questions, please contact the City of Mobile Purchasing Department at purchasing@cityofmobile.org.

TO BE AWARDED ALL OR NONE

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.

GENERAL SPECIFICATIONS

- Class III high-performance printed vinyl tile
- Wear layer thickness approximately 21 mil
- Total thickness between 4.0 and 5.0 mm
- Commercial grade backing
- Ceramor or equal finish
- IIC sound rating (ASTM E492-09) IIC or equal
- Color to be "Mousse" or equal
- Cove rubber base to be black
- Vinyl joiner
- Vendor will be responsible to include all items not listed but necessary to install the tile.
- Minimum 1 year labor warranty
- Minimum 10 year warranty on the tile

ACCESSIBILITY NOTES:

1. THE INTERNATIONAL SYMBOL OF ACCESSIBILITY SHALL BE DISPLAYED AT ALL ACCESSIBLE RESTROOM FACILITIES AND AT ACCESSIBLE BUILDING ENTRANCES UNLESS ALL BUILDING ENTRANCES AND FACILITIES ARE ACCESSIBLE. DIRECTIONAL SIGNS INDICATING THE ROUTE TO THE NEAREST ACCESSIBLE ENTRANCE SHALL BE PROVIDED AT INACCESSIBLE BUILDING ENTRANCES.
2. ACCESSIBLE DRINKING FOUNTAINS SHALL HAVE A SPOUT HEIGHT NO HIGHER THAN 36 INCHES ABOVE THE FLOOR AND CODE OF BASIC WATER FLOW NO HIGHER THAN 36 INCHES ABOVE THE FLOOR. THE SPOUT SHALL BE LOCATED NEAR THE FRONT OF THE UNIT AND THE FLOW OF WATER SHALL BE AT LEAST 4 INCHES HIGH SO AS TO ALLOW THE INSERTION OF A CUP UNDER THE WATER FLOW. THE WATER SHALL FLOW AUTOMATICALLY WHEN THE BUTTON, LEVER OR OTHER DEVICE IS ACTIVATED AND SHALL NOT REQUIRE MORE THAN FIVE POUNDS OF PRESSURE TO OPERATE THE CONTROL. THE BUTTON, LEVER OR OTHER DEVICE SHALL BE LOCATED WITHIN EASY REACH OF A PERSON IN A WHEELCHAIR.
3. WHERE DRINKING FOUNTAINS ALSO ACCOMMODATE PERSONS STANDING AND DRAWING ARE WITH THE FOLLOWING: SPOUTS SHALL BE LOCATED AT LEAST 30 INCHES APART. THE SPOUT SHALL BE ADJUSTABLE TO DELIVER WATER AT A HEIGHT OF 36 INCHES MINIMUM AND 38 INCHES MAXIMUM ABOVE THE FLOOR. THE SPOUT SHALL BE LOCATED AT THE FRONT OF THE UNIT AND THE FLOW OF WATER SHALL BE AT LEAST 4 INCHES HIGH SO AS TO ALLOW THE INSERTION OF A CUP UNDER THE WATER FLOW. THE WATER SHALL FLOW AUTOMATICALLY WHEN THE BUTTON, LEVER OR OTHER DEVICE IS ACTIVATED AND SHALL NOT REQUIRE MORE THAN FIVE POUNDS OF PRESSURE TO OPERATE THE CONTROL. THE BUTTON, LEVER OR OTHER DEVICE SHALL BE LOCATED WITHIN EASY REACH OF A PERSON IN A WHEELCHAIR.
4. DRINKING FOUNTAINS AND WATER COOLERS SHALL NOT BE INSTALLED IN TOILET ROOMS.
5. WHERE DRINKING FOUNTAINS ARE PROVIDED, THEY SHALL INCLUDE BOTH ACCESSIBLE AND STANDARD UNITS. ACCESSIBLE DRINKING FOUNTAINS SHALL BE LOCATED ON AN ACCESSIBLE ROUTE. ACCESSIBLE DRINKING FOUNTAINS SHALL BE LOCATED ON AN ACCESSIBLE ROUTE. ACCESSIBLE DRINKING FOUNTAINS SHALL BE LOCATED ON AN ACCESSIBLE ROUTE.
6. ALL TOILET ROOMS AND BATHING FACILITIES SHALL BE ACCESSIBLE. WHERE MORE THAN ONE SINGLE-USE TOILET OR BATHING FACILITY IS PROVIDED FOR EACH SEX, AT LEAST ONE OF EACH TYPE SHALL BE ACCESSIBLE. WHERE ONLY ONE SINGLE-USE TOILET OR BATHING FACILITY IS PROVIDED FOR MULTIPLE USERS, IT SHALL BE ACCESSIBLE.
7. ACCESSIBLE TOILET ROOMS SHALL BE CONNECTED BY AN ACCESSIBLE ROUTE TO EACH ACCESSIBLE BUILDING ENTRANCE. ACCESSIBLE TOILET ROOMS SHALL BE CONNECTED BY AN ACCESSIBLE ROUTE TO EACH ACCESSIBLE BUILDING ENTRANCE.
8. ACCESSIBLE TOILET ROOMS SHALL BE CONNECTED BY AN ACCESSIBLE ROUTE TO EACH ACCESSIBLE BUILDING ENTRANCE. ACCESSIBLE TOILET ROOMS SHALL BE CONNECTED BY AN ACCESSIBLE ROUTE TO EACH ACCESSIBLE BUILDING ENTRANCE.
9. ACCESSIBLE TOILET ROOMS SHALL BE CONNECTED BY AN ACCESSIBLE ROUTE TO EACH ACCESSIBLE BUILDING ENTRANCE. ACCESSIBLE TOILET ROOMS SHALL BE CONNECTED BY AN ACCESSIBLE ROUTE TO EACH ACCESSIBLE BUILDING ENTRANCE.
10. ACCESSIBLE TOILET ROOMS SHALL BE CONNECTED BY AN ACCESSIBLE ROUTE TO EACH ACCESSIBLE BUILDING ENTRANCE. ACCESSIBLE TOILET ROOMS SHALL BE CONNECTED BY AN ACCESSIBLE ROUTE TO EACH ACCESSIBLE BUILDING ENTRANCE.
11. ACCESSIBLE TOILET ROOMS SHALL BE CONNECTED BY AN ACCESSIBLE ROUTE TO EACH ACCESSIBLE BUILDING ENTRANCE. ACCESSIBLE TOILET ROOMS SHALL BE CONNECTED BY AN ACCESSIBLE ROUTE TO EACH ACCESSIBLE BUILDING ENTRANCE.
12. ACCESSIBLE LAVATORIES AND SINKS SHALL HAVE ACCESSIBLE FAUCETS (I.E. LEVER-OPERATED, PUSH-TYPE, ELECTRONICALLY CONTROLLED).
13. MIRRORS LOCATED ABOVE LAVATORIES, SINKS OR COUNTERS SHALL BE MOUNTED WITH THE BOTTOM EDGE OF THE REFLECTING SURFACE NO HIGHER THAN 40 INCHES ABOVE THE FLOOR. OTHER MIRRORS IN TOILET ROOMS SHALL BE MOUNTED WITH THE BOTTOM EDGE OF THE REFLECTING SURFACE 35 INCHES MAXIMUM ABOVE THE FLOOR.
14. GRAB BARS HAVING A CIRCULAR CROSS SECTION SHALL HAVE AN OUTSIDE DIAMETER OF 1.25 INCHES MINIMUM AND 2.0 INCHES MAXIMUM. THE CLEAR SPACE BETWEEN THE GRAB BAR AND THE WALL SHALL BE 1.5 INCHES.
15. WATER CLOSET FLUSH CONTROL SHALL BE INSTALLED A MAXIMUM OF 36 INCHES ABOVE THE FLOOR AND SHALL BE LOCATED ON THE OPEN SIDE OF THE WATER CLOSET.
16. DOORS TO ALL ACCESSIBLE SPACES SHALL HAVE ACCESSIBLE HARDWARE (I.E. LEVER-OPERATED, PUSH-TYPE, ELECTRONICALLY CONTROLLED). OPERABLE PARTS BETWEEN 34 INCHES MINIMUM AND 48 INCHES MAXIMUM ABOVE THE FLOOR.
17. "ONLY" STALL DOORS SHALL BE THE SELF-CLOSING TYPE.
18. A TOWEL DISPENSER SHALL BE LOCATED ADJACENT TO ALL ACCESSIBLE LAVATORIES.

PLUMBING NOTES:

1. TOILETS SHALL BE ELONGATED WITH NONABSORBENT OPEN FRONT SEATS
2. REST ROOM WALLS SHALL BE COVERED WITH NONABSORBENT MATERIAL TO A MINIMUM HEIGHT OF 48 INCHES A.F.F. FLOORS SHALL HAVE A SMOOTH, HARD, NONABSORBENT SURFACE THAT EXTENDS UPWARD ONTO THE WALLS AT LEAST 6 INCHES.
3. THIS UNIT MUST BE CONNECTED TO A PUBLIC WATER SUPPLY AND SEWER SYSTEM IF THESE ARE AVAILABLE.
4. ALL PLUMBING FIXTURES SHALL HAVE SEPARATE SHUTOFF VALVES.
5. WATER HEATER SHALL HAVE SAFETY PAN WITH 1 INCH DRAIN TO EXTERIOR. T & P RELIEF VALVE WITH DRAIN TO PAN WITH 3" TO 6" AIR GAP AND A SHUT OFF VALVE WITHIN 3 FEET ON A COLD WATER SUPPLY LINE.
6. DWV SYSTEM SHALL BE EITHER ABS OR PVC - DWV
7. WATER SUPPLY LINES SHALL BE PEX AND SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURERS LIMITATIONS AND INSTRUCTIONS
8. WATER CLOSETS ARE TANK TYPE AND URINALS ARE FLUSH VALVE TYPE UNLESS OTHERWISE SPECIFIED.
9. BUILDING DRAIN AND CLEANOUTS ARE DESIGNED AND SITE INSTALLED BY OTHERS, SUBJECT TO LOCAL JURISDICTION APPROVAL
10. THE WATER HEATER SHALL HAVE CONTROLS TO ALLOW A SET POINT OF 60 DEGREES F. THE OUTLET TEMPERATURE OF LAVATORIES SHALL BE LIMITED TO 110 DEGREES F.
11. THERMAL EXPANSION DEVICE, IF REQUIRED BY WATER HEATER INSTALLED, AND IF NOT SHOWN ON PLUMBING PLAN, IS DESIGNED AND SITE INSTALLED BY OTHERS, SUBJECT TO LOCAL APPROVAL
12. WATER PIPES INSTALLED IN A WALL EXPOSED TO THE EXTERIOR SHALL BE LOCATED ON THE HEATED SIDE OF THE WALL INSULATION
13. WATER, SOIL AND WASTE PIPES IN UNCONDITIONED SPACES SHALL BE INSULATED AND PROTECTED FROM FREEZING.
14. THE WATER HEATER SHALL BE PLUMBED WITH HEAT TRAPS ON THE SUPPLY AND DISCHARGE PIPING AS REQUIRED TO THE FIXTURE.
15. TEMPERED WATER SHALL BE SUPPLIED THROUGH A WATER TEMP LIMITING DEVICE THAT CONFORMS TO ASSE 1070 AND SHALL LIMIT THE TEMPERED WATER TO A MAX OF 110°F (43°C)
16. THE FIRST 8 FEET OF HOT WATER PIPING FROM WATER HEATER SHALL BE INSULATED WITH 0.5 INCH OF MATERIAL HAVING A CONDUCTIVITY NOT EXCEEDING 0.27 BTU PER HR/(FT x °F).
17. A TRAP/PIPE SHALL NOT EXTEND NEARER TO THE FLOOR THAN 12 INCHES AND THE TRAP MUST BE SELF CLEANING.
18. A FIXTURE ESCAPE FROM ANY OF NORMAL SHALL BE PROVIDED WITH STRAINER NOT LESS THAN INTERIOR AREA OF THE TRAP.
19. BACKFLOW SHALL INCLUDE BACK PRESSURE AND BACK SIPHONAGE WITH MANUAL AIR GAP INCORPORATED FROM LOWEST END OF POTABLE WATER OUTLET TO THE FLOOD RIM OR LINE OF FIXTURE RECEPTACLE IT DISCHARGES

GENERAL NOTES:

1. ACCESS TO BUILDING FOR PERSONS IN WHEELCHAIRS IS DESIGNED BY AHC FIELD BUILT BY OTHERS AND SUBJECT TO LOCAL JURISDICTION APPROVAL. THE PRIMARY ENTRANCE MUST BE ACCESSIBLE.
2. ALL DOORS SHALL BE OPERABLE FROM THE EGRESS SIDE WITHOUT THE USE OF A KEY, TOOL, SPECIAL KNOWLEDGE OR EFFORT. MANUALLY OPERATED FLUSH BOLTS OR SURFACE BOLTS SHALL NOT BE USED.
3. ALL GLAZING WITHIN A 24 INCH ARC OF DOORWAY WHERE BOTTOM EDGE IS LESS THAN 60 INCHES ABOVE THE FLOOR, AND ALL GLAZING IN DOORS SHALL BE SAFETY, TEMPERED OR ACRYLIC PLASTIC SHEET.
4. SEE CROSS SECTION FOR ROOF TO WALL AND WALL TO FLOOR CONNECTIONS AND TIE DOWN REQUIREMENTS
5. STRAPPING MUST BE TESTED AND/OR CERTIFIED TO MEET THE STRUCTURAL CAPACITY APPROPRIATE DOCUMENTATION MUST BE ON FILE AT THE MODULAR BUILDING FACTORY.
6. WINDOWS AND DOORS MUST BE CERTIFIED FOR COMPLIANCE WITH THE WIND DESIGN PRESSURE FOR COMPONENTS AND CLADDING
7. PROVISIONS FOR TRI RADIANCE LOADING ARE THE RESPONSIBILITY OF THE SERIAL CONTRACTOR AND SUBJECT TO LOCAL JURISDICTION APPROVAL WHEN NOT SHOWN ON THE FLOOR PLAN (INCLUDING EMERGENCY LIGHTING WHEN REQUIRED)
8. PORTABLE FIRE EXTINGUISHER PER N.F.P.A. – 10 INSTALLED BY OTHERS ON SITE.
9. ALL WORK SHALL COMPLY WITH 2015 IBC
10. IN HIGH-RISE BUILDINGS REQUIRED, EXTERIOR GLAZING SHALL BE IMPACT RESISTANT OR PROTECTED WITH AN IMPACT RESISTANT COVERING MEETING THE REQUIREMENTS OF AN APPROVED IMPACT RESISTANT STANDARD OR ASTM E-1886 AND E-1996 IN WIND BORNE DEBRIS REGIONS ARE DESIGNATED IN SECTION 1609 OF THE IBC.

ELECTRICAL NOTES:

1. ALL CIRCUITS AND EQUIPMENT SHALL BE GROUNDED IN ACCORDANCE WITH THE APPROPRIATE ARTICLES OF THE ELECTRICAL CODE. THESE INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING: ALL METAL RACEWAYS, CABLE ARMOR, METAL CABINETS, ENCLOSURES AND METAL FRAMES OF EQUIPMENT SHALL BE EFFECTIVELY BONDED TO THE GROUND SYSTEM. FLEXIBLE METAL RACEWAYS SHALL BE BONDED BY THE USE OF INSULATED COPPER BONDING JUMPERS SIZED ACCORDING TO THE OVERCURRENT DEVICE RATING. BONDING JUMPERS SHALL BE INSTALLED IN ALL RACEWAYS, CABLE TRAYS AND CABLE ARMOR WHERE NECESSARY TO ENSURE THE CONTINUITY AND CAPACITY OF THE GROUNDING PATH. BONDING JUMPERS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
2. ALL EQUIPMENT SHALL BE LISTED AND LABELED BY A NATIONALLY RECOGNIZED TESTING LABORATORY (NRTL) ACCEPTABLE TO THE AUTHORITY HAVING JURISDICTION. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
3. WHERE SHOWN ON THE DRAWINGS, PROVIDE A DISCONNECTING MEANS FOR EACH PIECE OF EQUIPMENT AS REQUIRED BY THE ELECTRICAL CODE. THE DISCONNECTING MEANS SHALL BE LOCATED WITHIN SIGHT OF THE EQUIPMENT IT SERVES AND SHALL BE READILY ACCESSIBLE. THE DISCONNECTING MEANS SHALL BE CAPABLE OF BEING LOCKED IN THE OPEN POSITION.
4. ALL WIRING SHALL BE INSTALLED IN CONDUIT. THE MINIMUM CONDUIT SIZE SHALL BE 3/4 INCH. CONDUCTORS SHALL BE COPPER WITH INSULATION RATED FOR 75 DEGREES C. THE MINIMUM WIRE SIZE SHALL BE #12 AWG. ALL WIRING SHALL BE IN ACCORDANCE WITH THE ELECTRICAL CODE.
5. ALL CIRCUITS SHALL BE IDENTIFIED AT THE PANELBOARD AND AT EACH OUTLET, SWITCH, AND JUNCTION BOX. IDENTIFICATION SHALL BE BY MEANS OF A PERMANENT MARKER OR TAG.
6. ALL CIRCUITS SHALL BE TESTED FOR CONTINUITY AND FREEDOM FROM GROUNDS, SHORTS AND IMPROPER CONNECTIONS. TESTING SHALL BE PERFORMED IN THE PRESENCE OF THE ENGINEER OR HIS REPRESENTATIVE.
7. ALL EXTERIOR LIGHTS NOT INTENDED FOR 24 HOUR USE SHALL BE CONNECTED TO A PHOTOCELL OR TIMER.
8. ALL FOUNDATION WARMERS THAT UTILIZE GROUND-FAULT CIRCUIT-INTERRUPTER (GFCI) PROTECTION SHALL HAVE A DISCONNECTING MEANS FROM THE CIRCUIT WITHIN OR OUTSIDE OF THE WARMER

MECHANICAL NOTES:

1. ALL SUPPLY AIR REGISTERS SHALL BE 14 INCHES x 14 INCHES ADJUSTABLE WITH 8 INCHES x 18 INCHES (INSIDE) DIVERSIFLEX FIBERGLASS DUCT, UNLESS OTHERWISE SPECIFIED. DUCTS IN UNCONDITIONED SPACES SHALL HAVE R-6 MINIMUM INSULATION AND R-8 INSULATION WHERE LOCATED OUTSIDE THE BUILDING.
2. KITCHEN DOORS SHALL BE UNDERCUT 1.5 INCHES ABOVE FINISHED FLOOR FOR AN RETURN AND/OR AS NEED ON FLOOR PLAN (FOR LINKS TO DOORS)
3. HVAC EQUIPMENT SHALL BE EQUIPPED W/OUTSIDE FRESH AIR INTAKES PROVIDING 5 CFM PER PERSON & 0.06 CFM PER S.F. BLDG. AREA PER SECTION 403.3 OF THE IMC
4. EXIT FANS SHALL BE DUCTED TO THE EXTERIOR AND TERMINATE AT AN APPROVED VENT CAP
5. THERMOSTAT MUST BE PROGRAMMABLE
6. EXHAUST FANS SHALL PROVIDE A MINIMUM OF 50 CFM FOR EACH WATER CLOSET AND SHALL NOT BE CLOSER THAN 10 FEET FROM MECHANICAL INTAKE

SPECIAL CONDITIONS AND REQUIREMENTS

- ANY SITE ADDED STRUCTURES MUST BE INDEPENDENT OF THE FACTORY BUILDING UNLESS THE ENTIRE BUILDING IS RECALCULATED BY THE SITE ENGINEER
- TYPICAL FOUNDATION LAYOUT SHOWN IN THIS PACKAGE IS TO BE USED BY THE SITE ENGINEER/ARCHITECT FOR LOCATIONS OF REQUIRED SUPPORTS. HOWEVER, FOUNDATION MUST BE DESIGNED TO SITE CONDITIONS FOR ALL APPLICABLE LOADS. THIS INCLUDES BUT IS NOT LIMITED TO CONSTRUCTION OF THE FOUNDATION, UPLIFT DUE TO WIND ATTACHING THE BUILDING TO THE FOUNDATION, ALONG WITH THE RESISTANCE TO LATERAL, LONGITUDINAL, SHEAR, UPLIFT AND OVERTURNING FORCES IN BOTH DIRECTIONS. REFER TO BRACING PAGE FOR APPLICABLE BRACING/SEISMIC LOADS FOR ATTACHING THE BUILDING TO FOUNDATIONS.
- UNDERFLOOR SEAL APPLIES ONLY TO FACTORY MANUFACTURED STRUCTURAL PORTION OF THE BUILDING. SEAL DOES NOT APPLY TO SITE INSTALLED ELEMENTS OR PORTIONS BUILT ON SITE SUCH AS, BUT NOT LIMITED TO FOUNDATION, BRACING (IE SIDING TO FOUNDATION, EXTERIOR STEPS, OR OTHER SITE WORKS. SITE WORK MUST BE DESIGNED BY OTHERS FOR SITE CONDITIONS, UNDER LOCAL JURISDICTION.

WINDOW & DOOR SPECIFICATIONS

1. DBL PANE WINDOWS ARE REQUIRED FOR ALL CLIMATE ZONES. SEE THE COMSTOCK ENERGY CALCULATIONS FOR THE MINIMUM ALLOWED U-FACTOR AND SHGC.
2. THE MAXIMUM ALLOWABLE AIR LEAKAGE RATE FOR WINDOWS IS 0.3 CFM PER SQUARE FOOT OF WINDOW AREA.
3. THE MAXIMUM ALLOWABLE AIR LEAKAGE RATE FOR OPTICOM DOORS IS 0.3 CFM PER SQUARE FOOT OF DOOR AREA.

STRUCTURAL LOAD LIMITATIONS:

FLOOR DEAD AND LIVE LOAD:
A. DEAD LOAD = 15 PSF (APPROX.)
B. UNIFORM LIVE LOAD = 40 PSF (SEE TABLE 301 OF CBC/IBC FOR OCCUPANCY AND ROOF LIVE LOADS) FLOORS IS DESIGNED FOR A UNIFORM LIVE LOAD OF 30 PSF AND A CONCENTRATED LOAD OF 1,000 LBS WITH VARYING AND CONCENTRATED LIVE LOADS ARE NOT SIMULTANEOUSLY APPLIED.

ROOF DEAD AND LIVE LOADS:
A. DEAD LOAD = 17 PSF (APPROX.)
B. LIVE LOAD = 20 PSF

ROOF SNOW LOAD:
A. GROUND SNOW LOAD: Pg = 20 PSF
B. FLAT-ROOF SNOW LOAD: Pf = 20 PSF
C. SNOW EXPOSURE FACTOR: Ce = 1.0
D. SNOW THERMAL FACTOR: Ct = 1.0
E. SNOW IMPORTANCE FACTOR: Is = 1.0
F. ROOF SLOPE FACTOR: Cs = 1.0
G. SLOPED ROOF SNOW LOAD: Ps = Pf x Cs

H. DESIGN IS BASED ON "ALL OR PARTIALLY EXPOSED ROOF FOR HALF 'P'.0

WIND LOADS:
A. BASIC WIND SPEED (3-SEC GUST): V = 155 MPH
B. ASD WIND SPEED (3-SEC 0.67): Vasd = 120 MPH
C. RISK CATEGORY: II
D. WIND EXPOSURE CATEGORY: C
E. INTERNAL PRESSURE COEFFICIENT: GCpi = 0.18

PROVIDING ROOF LOADS, 0 TO 7 DEGREES:
WALL ZONE 4: P = +/- 76.7 PSF (Peak = +/- 92.1 PSF)
WALL ZONE 5: P = +/- 94.6 PSF (Peak = +/- 94.1 PSF)
ROOF ZONE 1: P = -- 15.1 PSF (Peak = -- 19.4 PSF)
ROOF ZONE 2: P = -- 27.5 PSF (Peak = -- 33.7 PSF)
ROOF ZONE 3: P = -- 43.1 PSF (Peak = -- 51.4 PSF)

SEISMIC LOAD:
A. RISK CATEGORY III
B. SEISMIC IMPORTANCE FACTOR IE = 1.0
C. SITE CLASS = D
D. STRUCTURAL RESPONSE ACCELERATIONS:
Ss = 0.237 S1 = 0.085
SDS = 0.49 SD1 = 0.13
E. SEISMIC DESIGN CATEGORY: D, B
F. SEISMIC FORCE RESISTING SYSTEM IS A 3.
G. DESIGN BASE SHEAR: SEISMIC RESISTANCE STRUCTURE
H. RESPONSE MODIFICATION FACTOR = 6.5
I. COSMIC RESPONSE COEFFICIENT Cs = 0.08
J. DESIGN BASE SHEAR V = 8880 LBS

FLOOD LOAD:
THE MODULAR BUILDING UNITS ARE NOT DESIGNED TO BE MANUFACTURED ON SUBJECT TO ANY FLOOD HAZARD AREA. THE BUILDING SITE MUST BE GRADED SO THAT THE LOWEST ADJACENT GRADE IS AT LEAST 8 INCHES BELOW THE LOWEST FLOOR ELEVATION. THE LOWEST FLOOR ELEVATION IS DEFINED AS THE TOP OF THE SUBFLOOR. ALL FLOORING MATERIALS (INCLUDING CARPET) ARE CONSIDERED PART OF THE SUBFLOOR. ALL UTILITY EQUIPMENT SERVED BY THE BUILDING SYSTEMS (INCLUDING ELECTRICAL, MECHANICAL AND PLUMBING EQUIPMENT) MUST BE ELEVATED TO OR ABOVE THE LOWEST FLOOR ELEVATION. ALL ELECTRICAL WIRING SYSTEMS SHALL BE DESIGNED TO PREVENT WATER FROM ENTERING OR ACCUMULATING WITHIN THE SYSTEM. ALL ELECTRICAL WIRING SYSTEMS SHALL BE DESIGNED TO PREVENT WATER FROM ENTERING OR ACCUMULATING WITHIN THE SYSTEM. ALL ELECTRICAL WIRING SYSTEMS SHALL BE DESIGNED TO PREVENT WATER FROM ENTERING OR ACCUMULATING WITHIN THE SYSTEM.

ATTENTION LOCAL INSPECTIONS DEPARTMENT

SITE INSTALLED ITEMS

THE FOLLOWING ITEMS HAVE NOT BEEN COMPLETED BY THE MANUFACTURER, HAVE NOT BEEN INSPECTED BY DOAC AND ARE NOT CERTIFIED BY THE STATE. MODULAR LABEL. NOTE THAT THIS LIST DOES NOT NECESSARILY LIST THE ITEMS OF WORK AND MATERIAL THAT HAVE TO BE REVIEWED AND APPROVED BY THE LOCAL JURISDICTIONAL BUILDING OFFICIAL. THESE SUBJECT TO LOCAL JURISDICTION APPROVAL. EACH COMPLIANCE MUST BE DETERMINED BY THE LOCAL OFFICIAL.

1. THE COMPLETE FOUNDATION SUPPORT AND TIE DOWN SYSTEM
2. STAIRS, STAIRS AND GENERAL ACCESS TO THE BUILDING
3. PORTABLE FIRE EXTINGUISHERS
4. BUILDING DRAINS, CLEANOUTS, GROUNDING EQUIPMENT, ROOF DRAIN, VENT, CAP OF PLUMBING SYSTEM
5. ELECTRICAL SERVICE HOOK-UP (INCLUDING FEEDERS) TO THE BUILDING
6. BUILDING OPENING PROTECTION AND GENERAL NOTE 10
7. SKIRTING AND SKIRT BRACES.
8. EXIT DISCHARGE (AS THIS INCLUDES EMERGENCY)

BUILDING DESIGN PARAMETERS

1. USE/OCCUPANCY:	SUNRISE
2. CONSTRUCTION TYPE:	VB
3. SPRINKLER SYSTEM:	NO
4. BUILDING AREA:	2,880 SF
5. BUILDING VOLUME:	23,920
6. NUMBER OF STORIES:	1
7. NUMBER OF EXITS:	1
8. OCCUPANT LOAD (SEE NOTE 10 BELOW) OR LOT OCCUPATION:	
9. SEPARATION WALL FIRE RATING:	NOT RATED
10. THE BUILDING MUST BE INSTALLED WITH THE FOLLOWING DISTANCES REQUIRED BY IBC AND NOTED ON SITE PLAN:	
11. ENERGY CODE COMPLIANCE: SEE ATTACHED ENERGY CALCULATIONS	
12. MISCELLANEOUS DATA PLATE, STATE LABELS AND OTHER LABELS ARE TO BE LOCATED ADJACENT TO ELECTRICAL PANEL	

GGMC
APPROVED
Oct 03 2022
JEFFREY THOMPSON
SUNRISE

CODE SUMMARY:

STATE	BUILDING	ELECTRICAL	MECHANICAL	PLUMBING	ACCESSIBILITY	ENERGY CODE
ALABAMA	2015 IBC 2015 IEC	2014 NEC	2015 IMC	2015 IPC	2010 ADASAG	2015 IECC

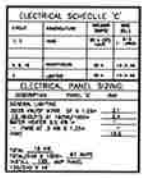
CONSULTING ENGINEER
WALTER L. WOOD, P.E.
168 W. LONGLEAF DR.
SALISBURY, MD. 21801

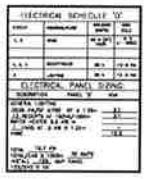
VALID UNLESS RAISED SEAL IS AFFIXED
10-03-2022

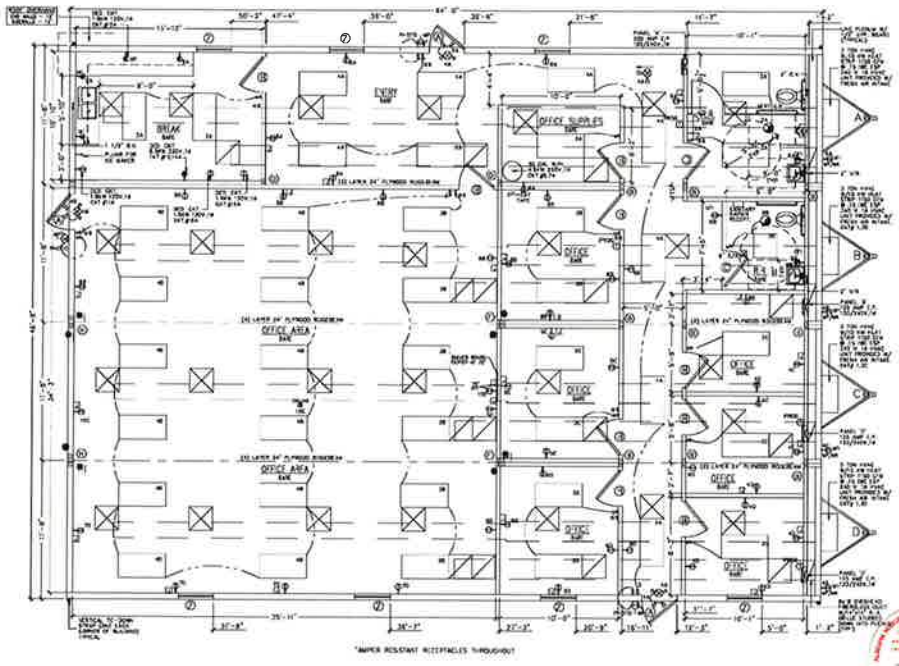
TITAN MODULAR SYSTEMS, INC.
1651 INDUSTRIAL DRIVE
NAVAL SC 31313
(912) 832-3344

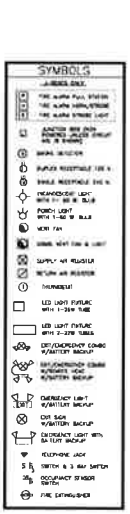
APOLLO MODULAR SYSTEMS, INC.
8155 INDUSTRIAL BLVD
DARIEN, GA 31305
(912) 832-3344

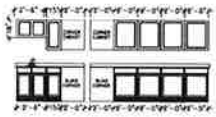
DATE: 9-27-22	
SCALE: NO SCALE	
DRAWN: BEE NOTES	
STATE: AL	REVISIONS
REFERENCE: 2015	BY: W.E.W
IMS/AMS 7105 A-D	SHEET
48'-8" x 64'-0" BUSINESS	
COVER SHEET	SECTION/SHEET: 1 OF 4











WINDOW SCHEDULE

Z	

DOOR SCHEDULE

A	
B	
C	
D	

COLUMN STRAPPING SCHEDULE:

(A) (2) 2x4 SPF #2 THIS HALF. (B) (3) 2x4 SPF #2 EACH HALF
(C) (3) 2x4 SPF #2 THIS HALF. (D) (3) 2x4 SPF #2 EACH HALF
(E) (4) 2x4 SPF #2 THIS HALF. (F) (4) 2x4 SPF #2 EACH HALF
(G) (5) 2x4 SPF #2 THIS HALF. (H) (2) 2x8 SPF #2 EACH HALF

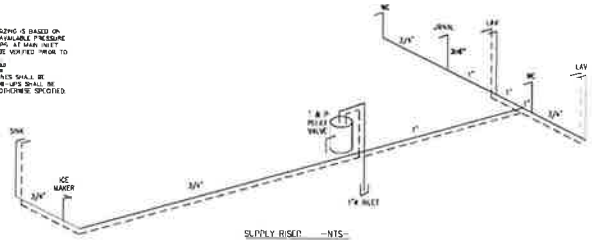
● WT-I RIDGE BEAM BEARING STIFFENER

NOTES:
1. ALL COLUMN STUDS SHALL BE GLUE/NAILED TOGETHER. PVA GLUE WITH 100% COVERAGE SHALL BE USED.
2. INSTALL TWO STEEL STRAPS AT EACH STUD OF EACH COLUMN
3. COLUMN STUDS SHALL NOT BE NOTCHED OR BORED.

DWV RISER NTS

SUPPLY LINE SIZING IS BASED ON AN ASSUMED AVAILABLE PRESSURE OF 45 TO 55 PSI AT MAIN METER AND SHOULD BE VERIFIED PRIOR TO CONSTRUCTION.

ALL SUPPLY LINES SHALL BE 3/4". ALL STUB-UPS SHALL BE 1/2" UNLESS OTHERWISE SPECIFIED.



SUPPLY RISER NTS

CONSULTING ENGINEER
WALTER C. WOOD, P.C.
108 W. LONGLEAF DR.
PRAIRIEVILLE, GA. 31061

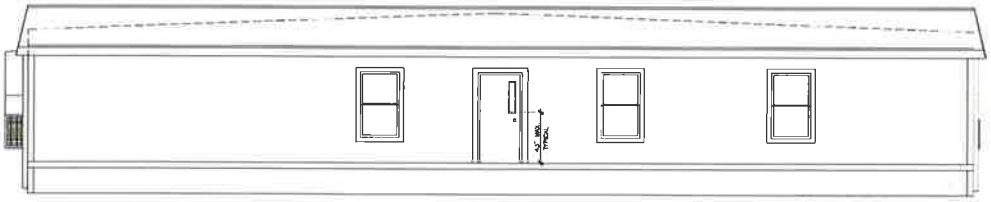
TITAN MODULAR SYSTEMS, INC.
153 INDUSTRIAL DRIVE
ALMA, GA 31510
(912) 632-3344

APOLLO MODULAR SYSTEMS, INC.
8150 HOLLOWAY BLVD.
DOUGLAS, GA 31533 (912) 632-3344

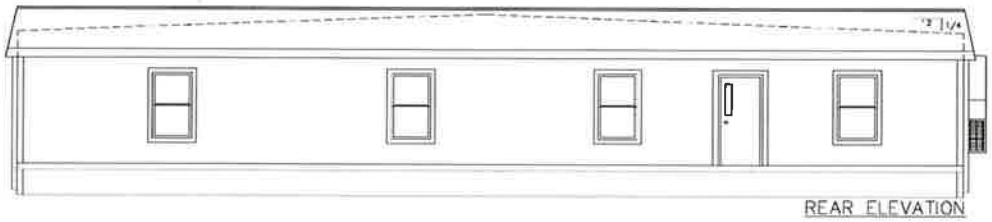
DATE: 8-23-22		
SCALE: 1/4"=1'-0"		
CODES: SEE NOTES		
STATES: AL	REVISIONS:	BY:
REFERENCE: 7105		W.F.W.

AMS/AMS 7105 A-D
48'-8" x 64'-0" BUSINESS

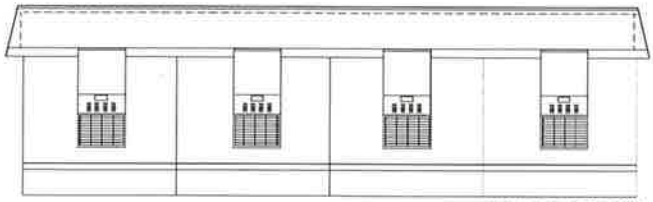
FLOOR PLAN — SYSTEMATIC MOBILE — SHEET: 2 OF 4



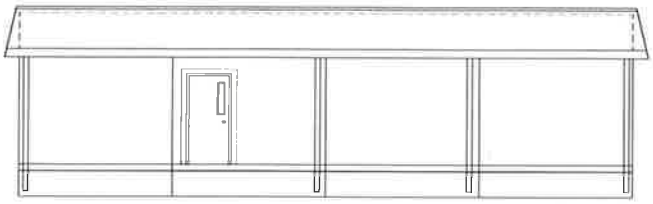
FRONT ELEVATION



REAR ELEVATION



LEFT ELEVATION



RIGHT ELEVATION

OVERHANG:
ENDWALLS: 12"
SIDEWALLS: 12"

ELEVATION NOTES: TYPICAL

SEE CROSS SECTION FOR METHOD OF MOBI VENTILATION

ACCESSIBLE RAMP(S), STAIR(S), AND HANDRAILS ARE SITE INSTALLED, DESIGNED BY OTHERS, AND SUBJECT TO LOCAL JURISDICTION

FOUNDATION ENCLOSURE (WHEN PROVIDED) MUST HAVE 1 SQUARE FOOT NET VENT AREA PER 1/150TH OF THE FLOOR AREA, AND AN 18" X 24" MINIMUM CRAWL SPACE ACCESS, SITE INSTALLED BY OTHERS SUBJECT TO LOCAL JURISDICTION

GCMC APPROVED Oct 03 2022

JEFFREY THOMPSON

CONSULTING ENGINEER
WALTER C. MOSS, P.E.
168 W. LONGLEAF DR.
SYLVESTER, GA. 31791

No. 35517
REGISTERED
GEORGIA
WALTER C. MOSS

10-03-2022

TITAN MODULAR SYSTEMS, INC.
162 INDUSTRIAL DRIVE
NAHUNTA, GA 31553
(912) 632-3344

APOLLO MODULAR SYSTEMS, INC.
8122 INDUSTRIAL BLVD
DOUGLAS, GA 31533
(912) 632-3344

DATE	9-27-22
SCALE	NO SCALE
CODES	SEE NOTES
STATES	AL
REFERENCE	7105
REVISIONS	
BY	WFW
	TMS/AMS 7105 A-D
	48'-8" x 84'-0" BUSINESS
SHEET	3 OF 4
	ELEVATIONS
DESIGNATION NUMBER	

INTERIOR FINISH MATERIAL:

CEILING – 1-HRD CEILING INSTALLED PER MANUFACTURERS SPECS

WALL – 5/8" TYPE 'X' GYP. BOARD (VCQ THROUGHOUT) INSTALLED PER MANUFACTURES SPECIFICATIONS.

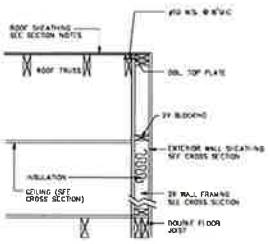
FLOOR – FLOOR FINISHES SHALL BE NO LESS THAN CLASS II LISTED PRODUCT

NOTE – INTERIOR FINISHES SHALL BE CLASS "A" FOR EXITS AND OTHER THAN EXITS SHALL BE 'A' OR 'B'

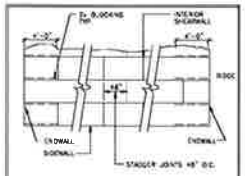
EXTERIOR FINISH MATERIAL:

ROOF – MULE-HIDE 060 MIL (WHITE) EPDM (ESR-1483) FULLY ADHERED TO 7/16" OSB OR 1/2" PLYWOOD WITH MULE HIDE FR ADHESIVE IN ACCORDANCE WITH INTERTEK REPORT CCRR-1078 (CLASS C ROOF)

WALL – 7/16" SMART PANEL SIDING OVER APPROVED MOISTURE BARRIER (DUPONT TYVEK ESR 2375) INSTALLED PER MANUFACTURERS SPECIFICATIONS



BAL OON END WALL DETAIL



ROOF SHEATHING DETAIL

ROOF SHEATHING DIAPHRAGM SHALL BE BLOCKED WITH 2X6PER2 NOM LUMBER FOR A DISTANCE OF 4-0" FROM EACH ENDWALL FASTENED TO TRUSSES W/ 8D SINKER NAILS @ 6" O.C. ON EDGES & 8" O.C. IN "THE FIELD.

APPROVED TRUSS DESIGN:

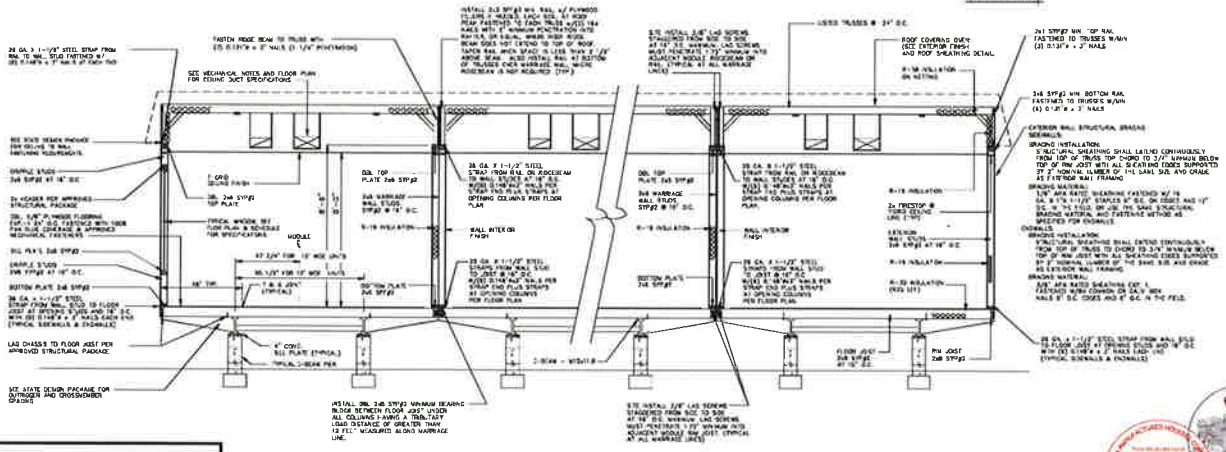
TRUSS MANUFACTURER: UNIVERSAL

TRUSS DRAWING # F0609703

TRUSS DRAWING # F0741110

F0609704

OVERHANG: ENDWALLS 12" SIDEWALLS 12"



GENERAL CROSS-SECTION NOTES:

1. UNLESS OTHERWISE SPECIFIED, ALL STEEL MUST COMPLY W/ ASTM A36, YIELD STRENGTH = 36 KSI.
2. ALL LAG SCREWS MUST COMPLY W/ ANSI/ [illegible]
3. SEE FOUNDATION PLAN FOR PIER AND TIE-DOWN STRAPPING LOCATIONS, ORIENTATIONS, AND SPECIFICATIONS.

RIDGE BEAM CONSTRUCTION:

SEE FLOOR PLAN) 3/4" PLYWOOD RATED SHEATHING (EXP-1, STRUCT-1), 3 PLYS LAYER, 48/24 EACH FACE CONTINUOUS ENTIRE LENGTH OF BUILDING

NOTES:

1. PLYWOOD FACE GRAIN MUST BE PARALLEL TO THE RIDGE BEAM SPAN.
2. ALL PLYWOOD BUTT JOINTS MUST BE STAGGERED 24" MINIMUM.
3. ALL RIDGE BEAM PLYWOOD LAMINATIONS MUST BE THE SAME DEPTH, THICKNESS, AND GRADE OF PLYWOOD. NO LUMBER OR PLYWOOD FLANGES ARE PERMITTED.
4. PLYWOOD MUST BE MANUFACTURED IN ACCORDANCE W/ PS 1-95.
5. PLYWOOD FABRICATORS IN EACH HALF OF THE UNITS MUST BE QUALIFIED TO ADHERE TO THE QUALITY CONTROL PROCEDURES FOR ADHESIVE COATING SURFACE SPREAD (SEE APPROVED PACKAGE FOR MECHANICAL FASTENER SPECIFICATIONS & SPACING REQUIREMENTS
6. PLYWOOD MUST NOT BE TREATED W/ A FIRE RETARDANT PROCESS.
7. MOISTURE CONTENT MUST BE LESS THAN 18%
8. BEAMS SUPPORTED BY ENDWALL COLUMNS MUST EXTEND CONTINUOUS OVER COLUMNS TO EXTERIOR FACE OF ENDWALL.
9. INSTALL (EA) 8 X 20" STP#2 RIDGE BEAM BEARING STIFFENER OVER SUPPORT COLUMNS, WHEN SPECIFIED ON FLOOR PLAN. FASTEN THE FACE OF THE STIFFENER TO THE RIDGE BEAM W/ 10D (3 1/2" COMMON) AND (8) 16 GA. X 2-1/2" STAPLES

GCMC APPROVED Oct 03 2022

JEFFREY THOMPSON

CONSULTING ENGINEER
WALTER E. WOOD, P.E.
168 W. LONGLEAF DR
SYLVESTER, GA. 31791

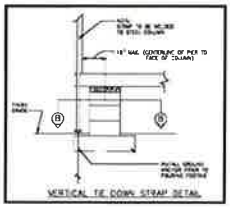
GEORGIA — Walter E. Wood — No. 39517 — REGISTERED PROFESSIONAL ENGINEER

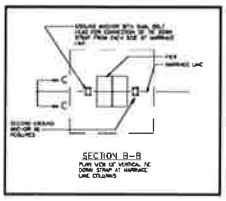
VALID: 10-03-2022

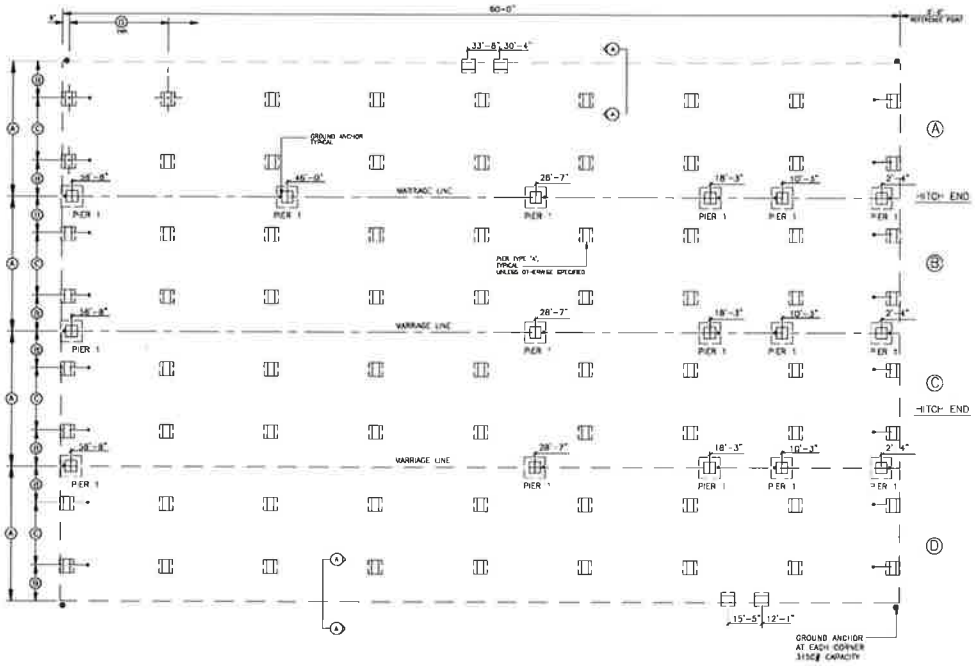
TITAN MODULAR SYSTEMS, INC.
182 INDUSTRIAL DRIVE
ALMA, GA 31510 (912) 632-3344

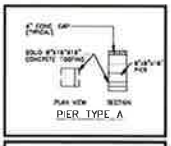
APOLLO MODULAR SYSTEMS, INC.
1122 INDUSTRIAL BLVD
DOUGLAS, GA 31533 (912) 384-3344

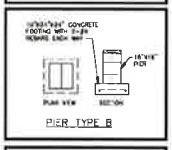
DATE: 9-27-22	
SCALE: NO SCALE	
CODES: SEE NOTES	
STATES: AL	REVISIONS: BY
REFERENCE: Plos	W.F.W
TMS/AMS 7105 A-D	SHEET
48'-8" x 64'-0" BUSINESS	
CROSS SECTION	DESIGNATION: NOM-3 — 4 OF 4

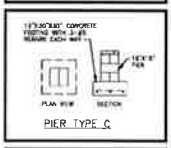


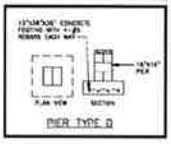












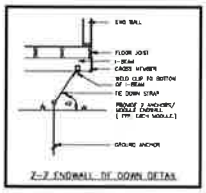
NOTE:
THIS FOUNDATION PLAN IS PROVIDED FOR REFERENCE AS A TYPICAL STANDARD. ACTUAL FOUNDATION CONDITIONS MUST BE EVALUATED FOR APPLICABILITY IF THIS PLAN IS TO BE USED. ALTERNATE FOUNDATION PLANS MAY BE DESIGNED BY OTHERS IN ACCORDANCE WITH THE REQUIREMENTS OF THE JURISDICTION HAVING AUTHORITY.

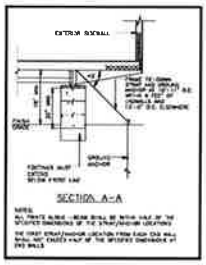
MARRIAGE WALL PIER REQUIREMENTS

PIER NUMBER	MARRIAGE WALL BEARING CAPACITY	PIER TYPE	NUMBER OF VERTICAL TIE DOWN STRAPS REQUIRED EACH MODULE
1	3000 PSF	B	1
	4000 PSF	B	1

FOUNDATION NOTES:

1. ALL FOUNDATION CONSTRUCTION, MATERIALS, AND INSTALLATION SHALL BE IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL CODES.
2. TIE-DOWN STRAPS TO BE 1-1/4" X .035" TYPE-1, FINISH & GRADE 1 ZINC COATED STEEL STRAPPING CERTIFIED BY A REGISTERED ENGINEER OR ARCHITECT AS CONFORMING WITH ASTM D3953-91 TIE DOWN STRAPS AND CONNECTING HARDWARE SHALL HAVE A 3150 WORKING HORIZ. CAPACITY.
3. EACH GROUND ANCHOR SHALL HAVE A WORKING CAPACITY NO LESS THAN THE SUM OF THE REQUIRED WORKING CAPACITIES OF ALL TIE DOWN STRAPS CONNECTED TO IT. GROUND ANCHORS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. THE SOIL TYPE, DEPTH, SPACING, ANCHOR LENGTH, NUMBER AND DIAMETER OF HELICES, ETC., TO BE AS SPECIFIED BY THE GROUND ANCHOR MANUFACTURER FOR THE ACTUAL SOIL TYPE ENCOUNTERED. IF THE HOLDING OR PULLOUT CAPACITIES OF GROUND ANCHORS ARE BELOW THE MINIMUMS SHOWN HEREIN, THE ARCHITECT/ENGINEER MUST BE CONSULTED FOR AN ALTERNATE ANCHORAGE DETAIL.
4. THE FIRST TIE-DOWN STRAP FROM UNMOVABLE SHALL NOT EXCEED 1'-2" THE MAXIMUM SPACING.
5. ALL PIERS SHALL BE PLACED ON UNDISTURBED NATURAL SOILS OR ENGINEERED FILL. CONCRETE MASONRY UNITS SHALL BE USED IN TYPE 'A' PIERS SHALL BE CAPPED WITH SOLIDMASONRY CONCRETE INSTALLED IN ACCORDANCE WITH ITS LISTING. PIER FOOTINGS SHALL BE AS DESCRIBED ABOVE.
6. MINIMUM CONCRETE FOOTING COMPRESSIVE STRENGTH 3,000 PSI AT 28 DAYS.
7. ALL REINFORCEMENT BARS SHALL COMPLY WITH ASTM A615, GRADE 60. REINFORCEMENT BARS SHALL BE EQUALLY SPACED AND PLACED WITH 3" CLEARANCE FROM BOTTOM AND SIDES OF THE FOOTING.
8. SEE SHEET 1 OF 4 FOR PIERING DESIGN VALUES.
9. I-BEAM SUPPORT PIERS MAY BE INSTALLED UPTO/AT THE FIRST INTERIOR SUPPORT PIER FROM THE END OF THE HOME. THE FIRST PIER MUST BE LOCATED DIRECTLY UNDER THE I-BEAM CENTERLINE.
10. SOIL BEARING CAPACITY SHOWN ON THIS PLAN IS ASSUMED. IF THE NATIVE SOIL BEARING CAPACITY IS LESS THAN 2,000 PSF, THE ARCHITECT/ENGINEER MUST BE CONSULTED FOR REQUIRED ALTERNATE FOUNDATION DESIGN. FOOTINGS SHALL BE PLACED ON NON-EXPANSIVE SOILS ONLY.
11. PIER ALL BLOCK PIER ON EACH SIDE OF ALL EXTERIOR DOOR OPENINGS. (MANUFACTURER'S RECOMMENDATION ONLY - OPTIONAL SHOWN NOT SHOWN) BLOCK ADJUSTMENT MAY BE REQUIRED TO ENSURE SERVICEABILITY AFTER FINAL GRADING AND SETTLEMENT OCCURS.
12. THE FOUNDATION DIMENSIONS SHOWN ON THIS MODEL SPECIFIC AND NOMINAL DIMENSIONS OF THE FACTORY BUILT MODULARS AND DO NOT ACCOUNT FOR GAPS BETWEEN MODULES THAT MAY OCCUR DURING INSTALLATION. THE FOUNDATION DESIGNER, FOUNDATION CONTRACTOR AND MODULAR BUILDING INSTALLER MUST CONSULT TO DETERMINE IF ADJUSTMENTS TO PIER LOCATIONS ARE NEEDED TO ACCOUNT FOR TOLERANCES NEEDED DURING INSTALLATION OF THE BUILDING MODULES.
13. THE AREA UNDER PERIMETER WALL FOUNDATION SHALL HAVE ALL VEGETATION, STUMPS, ROOTS, AND FOREIGN MATERIALS REMOVED PRIOR TO THEIR CONSTRUCTION.





NOTICE TO FOUNDATION CONTRACTOR:
ALL DIMENSIONS, DETAILS AND NOTES ON THIS FOUNDATION PLAN MUST BE REVIEWED AND VERIFIED BY THE FOUNDATION CONTRACTOR PRIOR TO COMMENCEMENT OF CONSTRUCTION OF THE FOUNDATION. ANY APPARENT CONFLICTS, ERRORS OR OMISSIONS MUST BE BROUGHT TO THE ATTENTION OF THE DESIGN PROFESSIONAL FOR RESOLUTION PRIOR TO PROCEEDING WITH CONSTRUCTION. THE CONTRACTOR MUST OBTAIN APPROVAL OF THE FOUNDATION PLAN FROM THE LOCAL BUILDING DEPARTMENT PRIOR TO COMMENCING CONSTRUCTION AND MUST COMPLY WITH ALL STATE AND LOCAL CODE, APPROVAL AND AND INSPECTION REQUIREMENTS. GMC IS NOT THE DESIGNER OF THE BUILDING OR THE FOUNDATION AND IS NOT RESPONSIBLE OR LIABLE FOR ANY CONFLICTS, ERRORS, OMISSIONS OR FAILURES TO COMPLY WITH STATE OR LOCAL CODES.

FOUNDATION DIMENSIONS

A MODULE WIDTH	B PIER TO MODULE EDGE	C STEEL BEAM SPACING
15'-8"	23'-7 1/4"	85 1/2"

D MAXIMUM PIER SPACING	MINIMUM SOIL BEARING CAPACITY
5'-8"	2000 PSF
8'-8"	3000 PSF

NOTE:
THE NUMBER OF PIERS SHOWN ON THIS FOUNDATION PLAN IS NO INDICATION OF THE AMOUNT OF PIERS REQUIRED AND NEEDED FOR THIS BUILDING. SEE MARRIAGE PIER SPACING CHARTS ABOVE FOR THE CORRECT NUMBER OF PIERS REQUIRED FOR EACH SOIL BEARING CAPACITY.

GCMC
APPROVED
Oct 03 2022
JEFFREY THOMPSON

CONSULTING ENGINEER
WALTER E. WOOD, P.E.
188 W. LONGLEAF DR.
SYLVESTER, GA. 31791

TITAN MODULAR SYSTEMS, INC.
182 INDUSTRIAL DRIVE
ALMA, GA 31510 (912) 632-3344

APOLLO MODULAR SYSTEMS, INC.
8122 INDUSTRIAL BLVD
SYLVESTER, GA 31533 (912) 632-3344

DATE: 8-23-22		
SCALE: NO SCALE		
CODES: SEE NOTES		
STATES: AL	REVISIONS	BY
MULTIMACE: 7105		W.E.W.

TMS/AMS 7105 A-D
46'-8" x 64'-0" BUSINESS

FOUNDATION | DESTINATION: MOBILE | SHEET 1 OF 1

STRUCTURAL LOAD LIMITATIONS:

FOUNDATION NOTES:

SYMBOLS:

STATE(S):

ALABAMA

FRAME TIE INSTALLATION INSTRUCTIONS

Promo Tie With Hook

SLOPED ASPHALT PARKING CONCRETE PAD DETAIL

SCALE: N.T.S.

FOUNDATION PLAN

WIND: 115/89 MPH - EXP. C

SOIL: 2000 P.S.F.

NOTE: ALL ANCHORS MUST BE STATE OF ALABAMA APPROVED.

NOTE: IF PIER "B" IS INSTALLED ANYWHERE UNDER BUILDING THEN THE PAD SIZE MUST BE CHANGED TO A PIER TYPE "B" PAD SIZE ALSO.

Foundation System

PIER "A"

SECTION "D"

SECTION "C"

PIER "B"

Installation of Longitudinal Struts

Installation of Lateral System

Ground Foundation System

Installation Instructions for Wind Zones I, II & III

Except Florida and California

By The Down Engineering

Updated: 10/16/2013

REQUIREMENTS

QUICK BUILDING MODULAR

TITAN MODULAR

FOUNDATION PLAN AND DETAILS

FD1

W.E.W.

STATE(S): AL

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:1/24/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Chris Francis Tree Care for tree pruning for Mardi Gras parade routes.
General fund.

Amount of Contract:

$29,987.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230119 Chris Agenda Package POs	Cover Memo	1/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	1/19/2023 - 2:38 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
4622	2023	(2018) FORESTRY	TREE PRUNING FOR MARDI GRAS PARADE ROUTES (SEALED BID 5761)	$29,987.00	(296256) CHRIS FRANCIS TREE CARE

Adopted:

_____
City Clerk

Bill To	Requisition 00004622-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2018.2070.0000.0000.42070.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
CHRIS FRANCIS TREE CARE	URBAN FORESTRY
8727 GLOVER LN	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605
DAPHNE, AL 36526	PETER.TOLER@CITYOFMOBILE.ORG
Tel#251-367-8733	
	Deliver To
	URBAN FORESTRY
	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/19/23	296256				FORESTRY

LN	Description / Account	Qty	Unit Price	Net Price
001	TREE LIMB AND TREE REMOVAL TO PROVIDE CLEARANCE FOR MARDI GRAS FLOATS AND VIEWERS AS PER CITY OF MOBILE BID #5761 AND VENDOR'S QUOTE	1.00 EACH	29987.00000	29987.00

Additional Description Notes

I. SCOPE OF WORK

A. -BASE BID

1. Tree Pruning: Prune trees along the specified roadways to a height of sixteen feet (16') from the road surface and remove all dead branches, preserving natural crown shapes where feasible. For this bid, the specified roadway is:

2. Tree Removal: Remove all trees in the right-of-way along the specified roadways above, marked by the City for removal, that show advanced biological issues, those that are structurally weak, and those that risk failure if pruned to required specifications. Work shall include removal of both the tree and the stump.

Debris Hauling: Vendor responsible to Remove all debris associated with tree pruning and/or removal activities.

Traffic Control: Vendor responsible to Provide and implement a traffic control plan.

1 1000.40.20.2070.2018.2070.0000.0000.42070. 29987.00

Bill To	Requisition 00004622-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2018.2070.0000.0000.42070.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
CHRIS FRANCIS TREE CARE	URBAN FORESTRY
8727 GLOVER LN	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605
DAPHNE, AL 36526	PETER.TOLER@CITYOFMOBILE.ORG
Tel#251-367-8733	
	Deliver To
	URBAN FORESTRY
	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/19/23	296256				FORESTRY

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
URBAN FORESTRY
ATTN: PETER TOLER
1900 HURTEL STREET
MOBILE, AL 36605

Deliver To
URBAN FORESTRY
ATTN: PETER TOLER
1900 HURTEL STREET
MOBILE, AL 36605

Requisition Link

Requisition Total 29987.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2018.2070.0000.0000.42070.	29987.00	1541711.21
FORESTRY EXP	CONTRACT LABOR	

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

Activity	Date	Clerk	Comment
Queued	01/19/23	KINA ANDREWS	
Queued	01/19/23	JAMES DELAPP	
Queued	01/19/23	CASI CALLAWAY	
Queued	01/19/23	MARC VASSALLO	
Pending		DONALD ROSE	
Pending		SANDRA LEWIS	
Pending		KAREN NAMAN	

Bill To	Requisition 00004622-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2018.2070.0000.0000.42070.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
CHRIS FRANCIS TREE CARE	URBAN FORESTRY
8727 GLOVER LN	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605
DAPHNE, AL 36526	PETER.TOLER@CITYOFMOBILE.ORG
Tel#251-367-8733	
	Deliver To
	URBAN FORESTRY
	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/19/23	296256				FORESTRY

LN	Description / Account	Qty	Unit Price	Net Price
	Pending JOHN PAINE			
	Pending MICHAEL SPAFFORD			

Authorized By: _____ Date: _____
Signature

Bid 5761 Tree Limb & Tree Removal
To Provide Clearance for Mardi Gras
Floats and Viewers

Chris Francis Tree Care	29,987.00
Top Notch Tree Care	30,500.00
Hammco Tree Services LLC	37,724.00
Coastal Tree Co.	44,000.00

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
1/9/2023	5761	FORESTRY	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, THURSDAY, JANUARY 19, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

TREE LIMB AND TREE REMOVAL TO PROVIDE CLEARANCE FOR MARDI GRAS FLOATS AND VIEWERS

Tree Limb Removal, Trimming and Tree Removal on the indicated streets or routes as per the following and attached maps.

Work is defined on the attached sheets.

A mandatory Pre-Bid Meeting will be held at the traffic circle on Broad Street at Canal Street at 8:00 AM on Friday, January 13, 2023.

Park on the service road north of Canal Street near the west end.

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.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Questions should be sent to purchasing@cityofmobile.org
Do not direct questions to departments. Questions posed directly to departments and answers received are not official and will not be honored.

Only questions and answers delivered through the purchasing@cityofmobile.org will be official and honored.

Questions involving the bid specifications will not be answered within 48 hours of the bid opening. You need to ask your questions early on, as soon as possible.

City of Mobile Business License Required. Successful vendor will be required to obtain prior to issuance of City of Mobile Purchase Order.

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.

SPECIFICATIONS FOR TREE LIMB AND TREE REMOVAL TO PROVIDE CLEARANCE FOR MARDI GRAS FLOATS AND VIEWERS

I. SCOPE OF WORK

A. – BASE BID

1. Tree Pruning: Prune trees along the specified roadways to a height of sixteen feet (16') from the road surface and remove all dead branches, preserving natural crown shapes where feasible. For this bid, the specified roadway is:

2. Tree Removal: Remove all trees in the right-of-way along the specified roadways above, marked by the City for removal, that show advanced biological issues, those that are structurally weak, and those that risk failure if pruned to required specifications. Work shall include removal of both the tree and the stump.

GENERAL FOR ALL:

Debris Hauling: Vendor responsible to Remove all debris associated with tree pruning and/or removal activities.

Traffic Control: Vendor responsible to Provide and implement a traffic control plan.

II. QUALIFICATIONS AND STANDARDS

A. CONTRACTOR QUALIFICATIONS

1. Contractor shall have an ISA Certified Arborist on staff. ISA Certified Arborist must be on site, providing daily guidance for quality control.

2. Contractor shall have at least five (5) years of experience as a contractor in the field of urban forestry maintenance work.

3. Contractor's field supervisor shall have knowledge of the natural habits of the trees so that their natural crown shapes will be preserved when removing any of the wood (branches, leaders, etc.).

4. Contractor must have uniformed staff and identifiable equipment.

5. Contractor must be able to demonstrate to City, upon request, adequate resources, equipment, and experience to complete the work in a safe, efficient, correct, and timely manner.

6. Contractor is required to have a relevant, current, City of Mobile business license to be a responsible bidder and qualified and eligible for selection. Contractor will also be required to register as a vendor with the City of Mobile before beginning contract performance.

7. Contractor will indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Bid and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Bid, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Quote or any activities conducted pursuant thereto, Contractor agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal.

8. Contractor will be required to carry insurance in the following minimum amounts, naming the City as an additional insured, and to demonstrate evidence of such insurance to the City within five days of notification that Contractor is notified of bid award.

   a. General Liability insurance- public liability including premises, products and complete operations.
      (1) Bodily injury liability:
      $250,000 each person
      $500,000 each occurrence
      (2) Property damage liability- $100,000 each occurrence.
      Or, (in lieu of (1) and (2) above
      (3) Bodily injury and property damage combined-
      $500,000 per occurrence

   b. Comprehensive -Automobile Liability Insurance including owned, non-owned, and hired vehicles.
      (1) Bodily injury liability:
      $250,000 each person
      $500,000 each occurrence

      (2) Property damage liability- $100,000 each occurrence.
      Or, (in lieu of(l) and (2) above)
      Bodily injury and property damage combined-
      $500,000 per occurrence

c. Statutory Workers Compensation.

9. Equal opportunity: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-030 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.

10. Contractor 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 purchase order and shall be responsible for all damages resulting therefrom.

11. Contractor will not currently be 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

B. PERFORMANCE STANDARDS AND COMPLIANCE

1. Contractor agrees to follow all applicable provisions of state and city laws concerning tree work, including Chapter 65 of the Code of Ordinances of the City of Mobile.

2. Contractor shall arrange work so that sidewalks and streets will be safely passable. Contractor must comply with existing traffic ordinances and coordinate directly with City of Mobile for any traffic control or vehicular problem.. Contractor must submit a Traffic Control Plan at least two working full days prior to proceeding when working in the roadway or performing any activities that will affect traffic. Contractor may contact Butch Ladner, City of Mobile Traffic Engineering, at (251) 208-2960 or 2972 to discuss traffic control requirements. Contractor must assist motorists w/flagging per MUTCD (www.mutcd.fhwa.dot.gov) guidelines if needed (when working close to but not in the roadway). If Contractor is working close to the roadway but not actually in the road, flagging may be needed if motorists cannot see oncoming traffic due to Contractor equipment blocking the line of sight.

3. All work shall be completed in accordance with the American National Standards Institute (ANSI) A300 standards.

4. The work under these specifications shall be for pruning and removal of City-owned trees. "Pruning" is defined by the Tree Care Industry Association to be the selective removal of plant parts to achieve defined objectives. "Removal" shall include both the tree and the stump.

5. All low branches over the street shall be pruned to provide a clearance of 15 (fifteen) feet from the road surface. All pruning shall use the three-cut method. No stubbed limbs shall be left behind in the tree. If it is not possible to cut a limb without stubbing a branch, the entire branch must be removed, or cut back to a substantial lateral branch that will project future growth in the proper direction without weakening the branch. All limbs exceeding one inch in diameter must be precut to prevent splitting.

6. All stumps that result from tree removal operations shall be ground out and removed. Stumps and visible surface roots must be ground to six inches below ground line. Upon conclusion of stump grinding, all resulting holes, indentations, etc, shall be backfilled by the Contractor so that the work site conforms to the surrounding area.

7. Contractor must follow the safety requirements of ANSI Z133, sections 1, 2 and 3.

8. Contractor shall notify all public service utilities to resolve conflicts concerning their property.

9. Contractor may not work on trees impacting power lines unless Contractor is power line-clearance certified by Alabama Power. A non-certified Contractor is responsible to work directly with Alabama Power to clear any such impacted trees or limbs.

10. All loads of debris must be covered and tied down with tarpaulins or equal when transported on public streets.

11. The Contractor shall make sure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project. Worksites must be broom-swept clean on streets and sidewalks. The City of Mobile will assist with street sweeping.

12. Contractor may work weekdays and Saturday, between the hours of 9:00 am an 4:00 pm.

C. TIMELINE AND WORKPLAN, REPORTS AND INVOICING

1. Contractor will work under the direct supervision of the City of Mobile Urban Forester.

2. Unless otherwise agreed to by City, Contractor is to complete all work within 30 days of contract execution.

3. Contractor is to provide an overall work plan prior to beginning work, and daily reporting of areas being worked and crews employed.

4. Contractor may elect to submit and be paid by weekly, every-other week, or end of project invoicing. Invoices will be submitted to City of Mobile Public Services Department, 1900 Hurtel Street, Mobile Alabama, 36604, or by email upon mutual agreement of City and Contractor.

5. Contractor's invoice must include written verification by its ISA Certified Arborist that the work was completed in compliance with ANSI 300A standards.

6. Prior to invoice payment, City of Mobile Forestry staff will confirm that the work is complete and in compliance with ANSI 300A standards.

III. BID SUBMISSION

A. Bids will be a lump sum to complete the entire project within the time allotted. The lowest priced responsive bid from a responsible contractor will be awarded the bid.

B. No bid, performance, or labor/materials bonds are required.

C. Requests for information (RFI's) shall be submitted in writing to Purchasing@CityofMobile.org no later than three (3) business days prior to the Bid submittal date. Responses shall be in the form of a written Addendum issued to all Contractors. Receipt of all addenda shall be acknowledged by the Contractor on the Bid forms. Failure to acknowledge Addenda may result in disqualification of the bid.

D. A properly submitted Bid must include:
   1. Signed completed bid package to include a complete copy of these bid specifications and completed pricing.
   2. Copy of Bidder's City of Mobile business license.
   3. Name and credentials of Bidder's certified arborist that will supervise Bidder's performance of the work.
   4. Sealed envelope containing the above bid documentation with a notation indication the Bid number and the bid due date and time.

E. A City of Mobile Business License is required and must be current at time of submitting a Bid, and throughout contract period.

F. The successful bidder will be required, to submit with your bid:

1. Registered as a vendor with the City of Mobile.
2. Submit proof of enrollment in the Federal E-Verify program
3. Provide Certificate of Insurance, naming the City as an additional insured along with all endorsements in accordance with City of Mobile Insurance Requirements

Canal and Broad Street Tree Trim Bid

Escort Routes

- BROAD ST / CANAL ST
- Road
- Mobile Bay

0 500 1,000
Feet

N

Created: 1/6/2023

Congress Street Tree Trim Bid

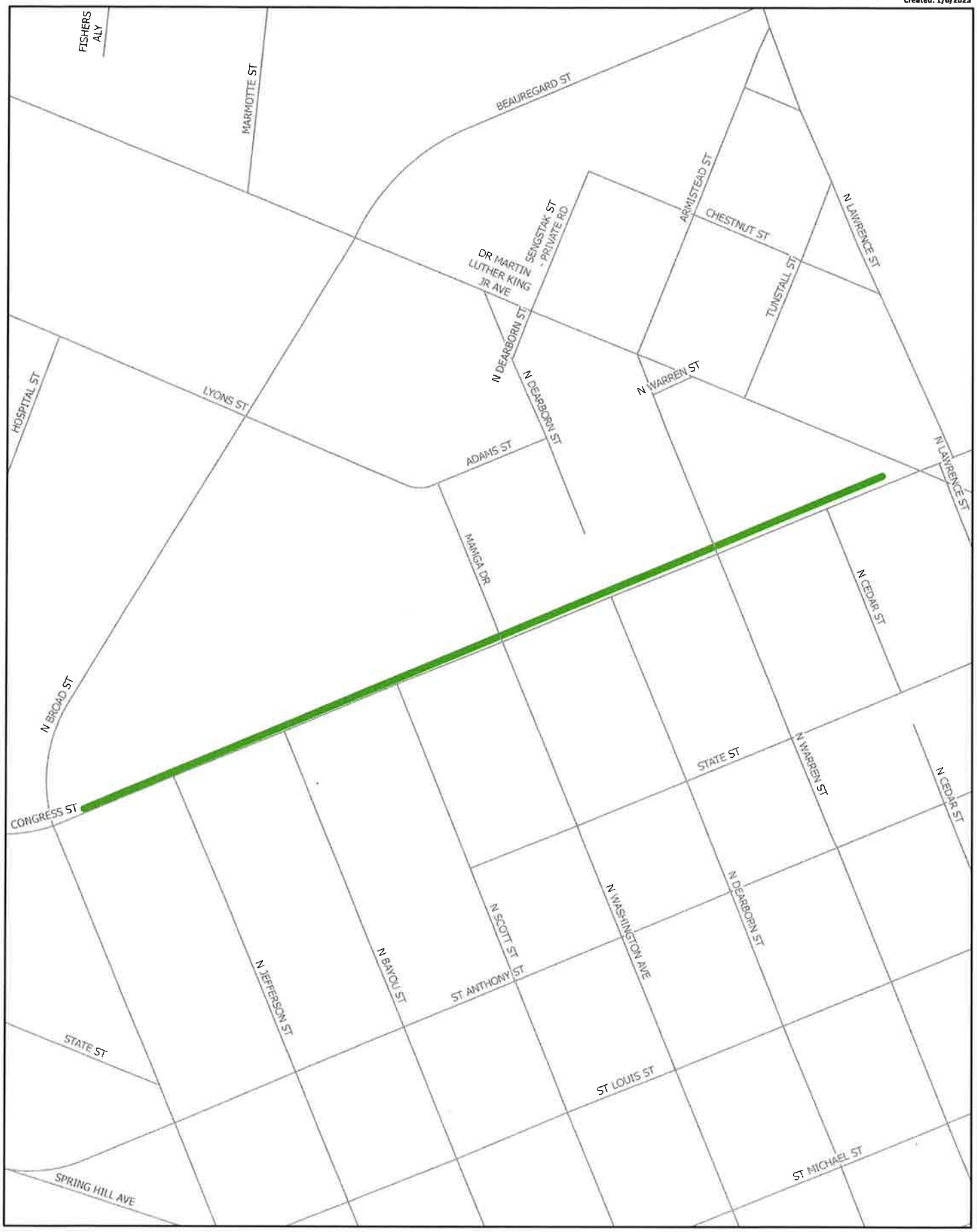
Escort Routes

- CONGRESS ST
- Road
- Mobile Bay

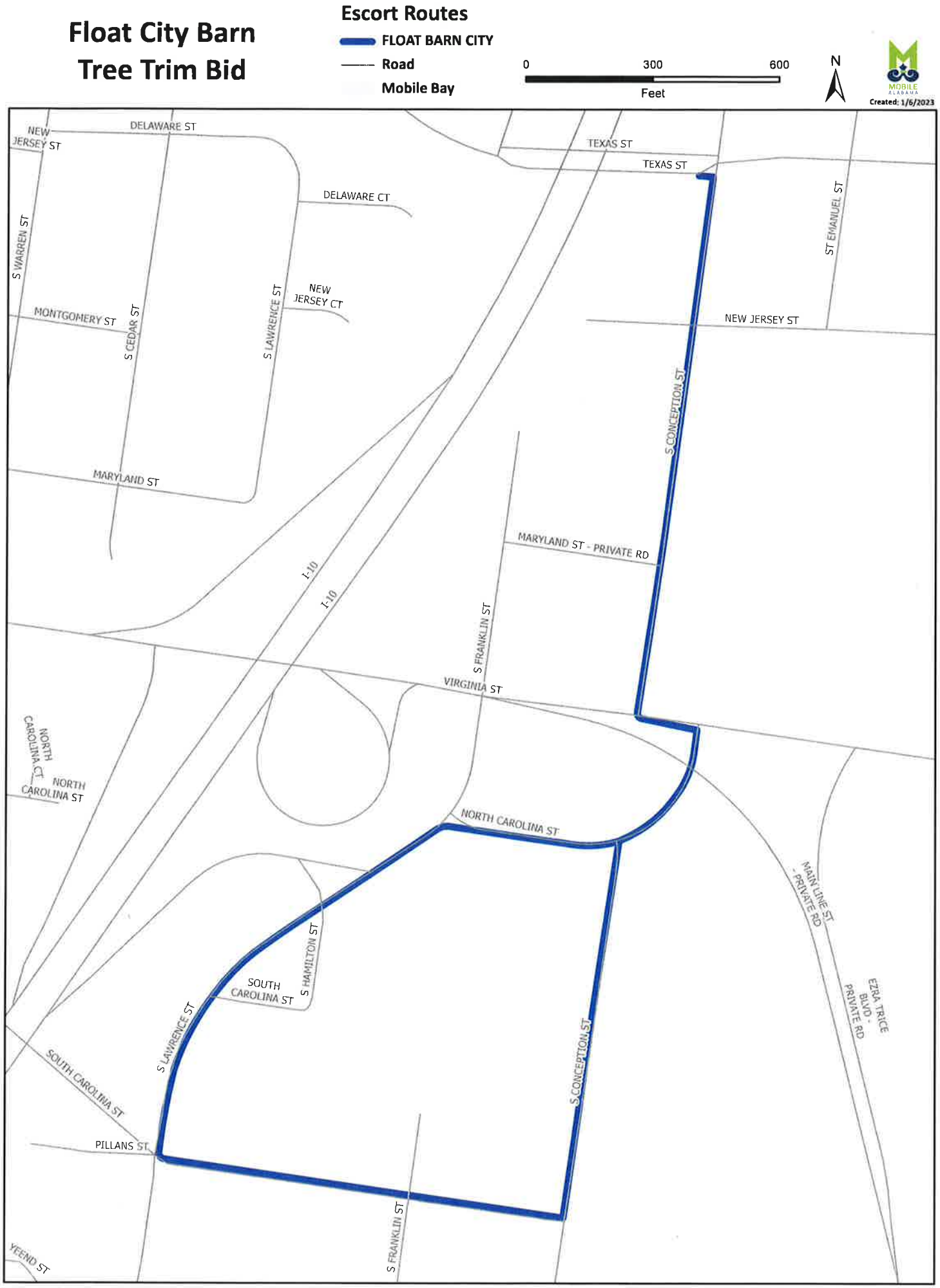
0 300 600
Feet

N

Created: 1/6/2023



Float City Barn Tree Trim Bid



State Street Tree Trim Bid

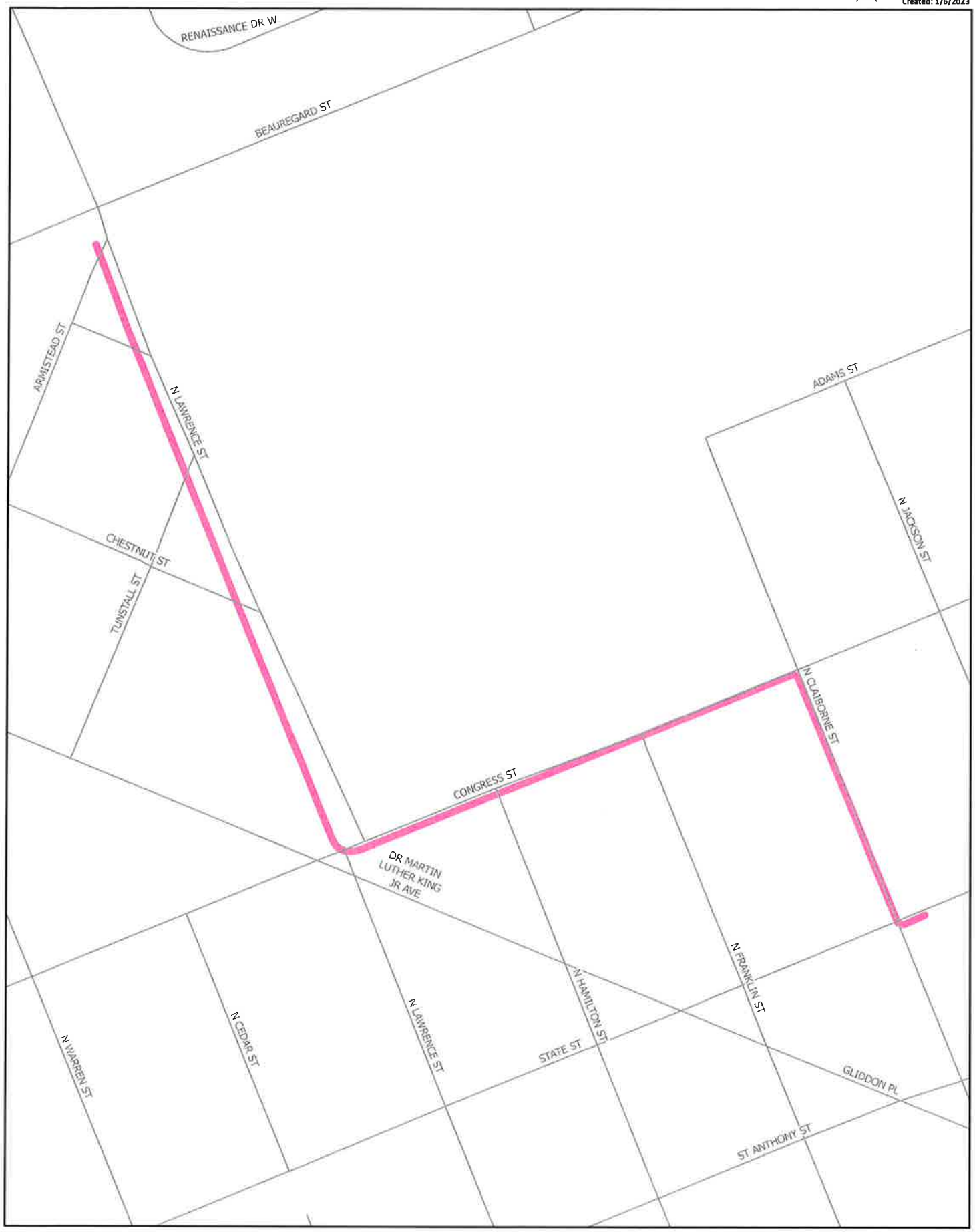
Escort Routes

- STATE ST
- Road
- Mobile Bay

0 200 400
Feet

N

MOBILE ALABAMA
Created: 1/6/2023



Water Street Tree Trim Bid

Escort Routes

- WATER ST
- Road
- Mobile Bay

0 500 1,000 Feet

N

MOBILE ALABAMA

Created: 1/6/2023

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:1/24/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

For the design and construction administration of a Public Safety Training Center

Amount of Contract:

$997,206.53

Funding Source

Project # Public Safety Training Center (design) MX-051-22	**Discretionary Funds**
Project String C0719 Public Safety Training Complex (20002000-42200)	**Contract Number:**4244
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
MX-051-22 new Public Safety Training Center (design)	Cover Memo	1/11/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	1/11/2023 - 3:41 PM
Capital	Rhodes, Brenda	Approved	1/11/2023 - 5:09 PM
Legal	Kern, Chris	Approved	1/18/2023 - 11:43 AM
Mayors	Montgomery, Brandi	Approved	1/19/2023 - 2:37

Office PM

RESOLUTION

2023

Sponsored by:

Mayor William S. Stimpson

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

Name of Company:	GOODWYN MILLS CAWOOD, INC.
Project Name:	MOBILE PUBLIC SAFETY TRAINING CENTER – NEW FACILITY
Project Number:	MX-051-22
Amount:	$997,206.53

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0719 – PUBLIC SAFETY TRAINING COMPLEX

CAPITAL PROJECT #: C0719 (20002000-42200) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: MX-051-22

CONTRACT AMOUNT: $997,206.53

PROJECT DESCRIPTION: FOR THE DESIGN & CONSTRUCTION OBSERVATION OF A NEW TRAINING FACILITY FOR MOBILE PUBLIC SAFETY PROFESSIONALS .

VENDOR NAME: GOODWYN MILLS CAWOOD, INC.

VENDOR NUMBER: 276184

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: Katie Cassil – Secretary III **Date:** 1/11/2023

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
Contact – David M. Cordingly

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

Goodwyn Mills Cawood, Inc.
11 North Water Street, Suite 15250
Mobile, Alabama 36602
Contact – Jim Walker, AIA

City of Mobile Business License No.: 112553
Secretary of State Registration No.: 000-104-406

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

Mobile Public Safety Training Center – New Facility
To Be Determined
Mobile, Alabama

MX-051-22
For the design and construction observation of a new joint training facility for Mobile Public Safety Professionals.

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.

Init.
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User Notes:
(1899441988)

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1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

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5 OWNER'S RESPONSIBILITIES

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10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1, Article 2 – Architect's Responsibilities, and in Exhibit A – Proposal for Architectural Services for: Mobile Police Department Mounted Unit Facility.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As provided in the Consultant's fee proposal dated December 19, 2022, respectively.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The new Public Safety Training Center will be a state-of-the-art joint training facility that combines resources from Mobile's Police, Fire-Rescue, and Emergency Services Departments to provide a multidisciplinary and comprehensive training center for public safety professionals to work and train together. The Project will entail the construction of an approximately 21,126 square foot training academy for the police and fire-rescue departments, support facilities, and various training props, to allow first responders to perform at an elite level and attract and retain top tier public safety professionals. A site has not been identified; however, a site of approximately 8 to 10 acres is anticipated.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

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(Provide total and, if known, a line item breakdown.)

The estimated cost of construction for the new Mobile Public Safety Training Center is Thirteen Million Five Hundred Eighty Thousand and 00/100 Dollars ($13,580,000.00)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design (30%) – 4 Weeks, Design Development (60%) – 6 Weeks, Construction Documents (90%) – 6 Weeks, and Final Documents (100%) – 12 Weeks.

.2 Construction commencement date:

Immediately upon receipt of written Notice to Proceed.

.3 Substantial Completion date or dates:

Within Four Hundred Fifty Five (455) days from Notice to Proceed.

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Director of Real Estate and 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:

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User Notes: (1899441988)

(List name, legal status, address, and other contact information.)

.1 Surveyor:

Wattier Surveying, Inc.
4318 Downtowner Loop, North Building, Suite H
Mobile, Alabama 36609
Phone: (205) 342-2640

.2 Geotechnical Engineer:

Geotechnical Engineering Testing, Inc.
904 Butler Drive
Mobile, Alabama 36693
Phone: (205) 666-7197

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

Construction Materials Testing Engineering – TBD
Alabama Department of Environmental Management QCI/QCP – TBD
Special Inspections as required by International Building Code - TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Jim Walker, AIA, Sr. Vice President
Goodwyn Mills Cawood, Inc.
11 North Water Street, Suite 15250
Mobile, Alabama 36602
Email: jim.walker@gmcnetwork.com
Phone: (251) 460-4006

§ 1.1.11 The Engineer shall retain the consultants identified in Sections 1.1.11.1 and as described in Exhibit A:

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Public Safety Design Architect:

Architects Design Group
333 North Knowles Avenue
Winter Park, Florida 32789
Phone: (407) 647-1706

.2 Structural Engineer:

MBA Engineers, Inc.
300 20th Street North #100
Birmingham, Alabama 35203
Phone: (205) 323-6385

.3 Mechanical, Electrical, and Plumbing Engineer:

Dell Consulting, LLC

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User Notes: (1899441988)

813 Downtowner Boulevard, Suite D
Mobile, Alabama 36609
Phone: (251) 316-0015

.4 Civil Engineer:

Driven Engineering, Inc.
8005 Morris Hill Road
Semmes, Alabama 36575
Phone: (251) 649-4011

.5 Security and Technology Engineer:

TLC Engineering Solutions, Inc.
255 S Orange Avenue, Suite 1600
Orlando, Florida 32801
Phone: (407) 841-9050

(Paragraphs deleted)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals, and shall affix a seal representing such licensure to all documents, as required.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.4 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Architect shall provide same at no additional cost:

Init. /

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User Notes: (1899441988)

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the State of Alabama.

2. Employer's Liability with limits of not less than:
Bodily Injury by Accident $1,000,000 each accident
Bodily Injury by Disease $1,000,000 policy limit
Bodily Injury by Disease $1,000,000 each employee

3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. Comprehensive General Liability Insurance:

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

2. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

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

C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover any auto, including owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

D. Excess/Umbrella Liability Insurance

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

2. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

E. Professional Liability Insurance:

1. Projects $0-$1,000,000, $1,000,000 annual aggregate

F. Endorsements:
All endorsements listed below are required and must be listed on the description of operations "box on the certificate of Liability Insurance" or listed separately on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule).

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

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

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

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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, electrical, and plumbing engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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§ 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.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall assist in the submission of completed construction documents to governmental authorities having jurisdiction over the Project. They shall incorporate any comments and correct any design issues required for permitting approval. Application to City of Mobile permitting department hall be made at no cost to Consultant. Corrections required, if any, shall be made as part of Scope of Architect's Basis Services.

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§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also assist in the compiling of a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.
§ 3.4.5 The Architect shall submit the technical Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services
§ 3.5.1 General
The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding
§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 Procuring the reproduction of Bidding Documents.

.2 Using Owner's approved procedures, facilitating the distribution of Bidding Documents to prospective bidders; requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; The Architect shall pay directly for the cost of reproduction, and shall be reimbursed for out-of-pocket reproduction expenses in accordance with Owner's approved procedures.

.3 Organizing and conducting a pre-bid conference for prospective bidders, in which the Architect's Consultants shall participate;

.4 Preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.5 Participating in the opening of the bids, and subsequently review bids received, make award recommendations and document and distribute the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)
§ 3.6 Construction Phase Services
§ 3.6.1 General
§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

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§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, or when the as-built record drawings and all Close-out Documents are delivered to and approved by the Owner, whichever is latest.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, as a representative of the Owner, and the Architect's Consultants, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, neither the Architect nor the Architect's Consultant shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect and the Architect's Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect and the Architect's Consultant shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 Conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 Issue Certificates of Substantial Completion;

.3 Receive, review, and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 Issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect
§ 4.1.1.13 On-site project representation	Owner; Architect to the extent described herein
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Contractor
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 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	Owner; Architect to the extent described herein
§ 4.1.1.22 Security evaluation and planning	Owner
§ 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	Architect, if requested, as an Additional Service
§ 4.1.1.29 Other services provided by specialty Consultants	As provided in this Agreement
§ 4.1.1.30 Other Supplemental Services	As provided in this Agreement

§ 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.)

As provided in the Consultant's fee proposal dated December 19, 2022, respectively

§ 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.)

As provided in the Consultant's fee proposal dated December 19, 2022, respectively

§ 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;

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.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)

.6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.7 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following services, as required:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Sixty (60) 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 Twenty Four (24) 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

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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 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.

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§ 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 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.

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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 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

(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

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CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 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:

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$0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Alabama.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department Office.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's 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

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for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

A. Basic Services Stipulated Sum	$ 992,906.53
B. Professional Renderings (as approved):	$ 2,800.00
C. Reimbursable Expenses: (not to exceed)	$ 1,500.00
D. Total Compensation: (not to exceed)	$ 997,206.53

.2 Percentage Basis
(Insert percentage value)

N/A

.3 Other
(Describe the method of compensation)

N/A

§ 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.)

N.A; all services designated in Section 4.1.1 as by Architect are included in Basic Services.

§ 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. If Subconsultant is required, fee shall be negotiated per Subconsultant proposal with a maximum of 10% Architects management and coordination fee applied. Prior to proceeding with Additional Services, Architect shall provide proposal for approval, and if accepted, Owner will issue a written approval.

Possible Additional Services include:

1. Architect and/or Consultant participation in stakeholder meetings
2. Rezoning or variance applications and Architect and/or Consultant appearances
3. Video review of drainage or sewer piping and report
4. Environmental Site Assessment Phase I and Phase II
5. FF&E and interior signage
6. Construction Staking
7. Building commissioning
8. Additional 3D computer generated color rendering

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§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

See Sections 11.2 and 11.3

§ 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	twelve and a half	percent (	12.5 %)
Design Development Phase	fifteen	percent (	15 %)
Construction Documents Phase	fifty	percent (	50 %)
Procurement Phase	two and a half	percent (	2.5 %)
Construction Phase	twenty	percent (	20 %)
Total Basic Compensation	one hundred	percent (	100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

As provided in the Consultant's fee proposal dated December 19, 2022, respectively
(Paragraph deleted)
(Table deleted)

§ 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:

.1 Transportation and authorized out-of-town travel and subsistence;
.2
(Paragraphs deleted)
Printing/mounting and material costs, reproductions, plots, and standard form documents;
.3 Postage, handling, and delivery;
.4 Professional renderings and presentation materials requested by the Owner;
(Paragraphs deleted)
.5 Other similar Project-related expenditures that accrue over the course of the project.

§ 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 N/A

§ 11.10.1.2 N/A

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§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice.

(Paragraph deleted)

(*Paragraph deleted*)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

.1 The Architect and the Architect's Consultants shall perform Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.

.2 The Architect shall provide the final estimate for construction cost, complete set of drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.

.3 Drawings shall be in AutoCAD Version 14 or later. Project manual shall be in Microsoft Word version 97 or later. Estimates to be Microsoft Excel 97 or later. Both should be turned over to Owner at the end of Construction Phase.

.4 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- a. City of Mobile Request for Proposals – Architect Proposal, dated December 19, 2022
- b. Architect's Certificate of Insurance with Endorsements
- c. Architect's E-Verify Documentation
- d. Architect's Alabama Secretary of State Entity
- e. Architect's Subcontracting Plan for Disadvantaged Business Enterprises

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

As provided in the Consultant's fee proposal dated December 19, 2022, respectively

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

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User Notes: (1899441988)

(Insert the date of the E204-2017 incorporated into this agreement.)

N/A

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

N/A

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

N/A

ARTICLE 14 NON DISCRIMINATION

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

ARTICLE 15 IMMIGRATION LAW

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

ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGAINGIN IN CERTAIN BOYCOTT ACTIVITIES

§ 16.1 By signing this contract, the Consultant further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 17 SEVERABILITY CLAUSE

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Init. /

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User Notes:
(1899441988)

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

OWNER: City of Mobile

ARCHITECT: Goodwyn Mills Cawood, Inc.

OWNER *(Signature)*

ARCHITECT *(Signature)*

William S. Stimpson, Mayor
(Printed name and title)

Jim Walker, AIA, Sr. Vice President
(Printed name, title, and license number, if required)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF at Large

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Jim Walker as Sr. V P of Goodwyn Mills Cawood and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of .

Sworn to and subscribed for me this 10th day of January, 20 23.

Doris Howard
NOTARY PUBLIC
My Commission Expires:

DORIS HOWARD
My Commission Expires
January 11, 2025

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User Notes:

Goodwyn Mills Cawood

2039 Main Street
P.O. Box 1127
Daphne, AL 36526

T (251) 626-2626
F (251) 626-6934

www.gmcnetwork.com

December 19, 2022

Via E-mail

Cassie Boatwright
Director of Real Estate and Asset Management
City of Mobile
205 Government Street
Mobile, Alabama 36602

RE: CITY OF MOBILE POLICE PUBLIC SAFETY TRAINING FACILITY

Dear Cassie,

Goodwyn Mills and Cawood (GMC) sincerely appreciate the opportunity to present this proposal to provide architectural and engineering design services for a new Public Safety Training Facility for the City of Mobile.

PROJECT SCOPE:
The new Public Safety Training Facility will be a state-of-the-art joint training facility that combines resources from police, fire-rescue and emergency services departments to provide a multidisciplinary and comprehensive training center for public safety professionals to work and train together. The Project will entail the construction of an approximately 21,126 square foot training academy for fire and police, support facilities and various training props to allow first responders to perform at an elite level and attract and retain top tier public safety professionals. A site has not been identified however a site of approximately 8 to 10 acres is anticipated. The City of Mobile will make a site selection and the design team will assess the site.

GMC SCOPE OF WORK:

Architectural and Engineering – Basic Services
- Programming and Predesign Services
- Site/Civil Design
- Landscaping per COM ordinances. No irrigation is provided.
- Structural Engineering
- Architecture and interior design
- Construction Cost Estimating
- Electrical Engineering including Fire Alarm
- Telecommunications Engineering
- Access Control and Security
- Mechanical and Plumbing Engineering including Fire Protection
- Bidding and Construction Administration

GMC DETAILED SCOPE OF WORK – BASIC SERVICES:

Civil Engineering:
a. Civil Design Drawings and Specifications
b. Grading, drainage, and Erosion control
c. Parking Design
d. Zoning Analysis
e. Site Utilities
f. Storm Water Retention
d. Landscaping for parking lot and building. No irrigation design is included

Architectural Design:

a. Code Review and Compliance including ADA Guidelines
b. Predesign and Programming
c. Architectural Drawings including site plan, floor plans, building elevations, schedules, and details of building components and casework. Monument sign.
d. Architectural Specifications and shop drawing review
e. Submit set of Construction Drawings and Specifications to authorities having jurisdiction.
f. Obtain permits including any revisions.

Structural Engineering:

a. Foundation Design based on Geotechnical report and recommendations.
b. Structural Design Drawings and Details
c. Specifications and shop drawing review

Electrical Engineering:

a. Standard Power design/coordination with mechanical requirements
b. Lighting – Power and switching, including egress lighting, exit signs and fixture schedule
c. Fire Alarm System – Provided by performance specification
d. Site lighting design for parking area only, per COM ordinances
e. Security and Telecom – will provide conduit, and pull strings, backer boards for COM installation
f. Electrical specifications and shop drawing review

Mechanical Engineering:

a. HVAC interior components load calculations
b. Exhaust system design
c. Specifications and Shop drawing review

Plumbing Design:

a. Sanitary waste and vent system
b. Domestic cold and hot water system
c. Fire Protection by performance specification
d. Specifications and Shop drawing review

Bidding and Construction Administration Services:

a. Provide Advertisement for Bidders.
b. Review and Response to Contractor RFI's
c. Conduct Pre-Bid Meeting – Provide Meeting Minutes
d. Conduct Bid Opening and Certification of Received Bids
e. Minimum of one site visit per week and as needed w/ Construction Observations Reports with backup photo documentation. Anticipated 56 visits by Architecture team, Structural will provide 5 visits at appropriate stages and construction, MEP consultant will provide 4 site visits. Additional site visits requested beyond the amount noted above will be considered additional services.
f. Closeout documents and year end inspections

PROFESSIONAL SERVICES FEE, EXPENSES, & DELIVERABLES SCHEDULE:

A preliminary opinion of probable cost of work is as follows for construction; this opinion of cost is preliminary and subject to change depending on site selection, final decisions and outcomes reached regarding programming and design:

Predesign & Programming (Phase One Services) ***$79,200***

See Exhibit A and B for Description of Work and Fee Breakdown

Training Academy

Programmed Space	21,126 SF @ $400 PSF	$8,450,400
AE Fee=	***$8,450,400 x 6.632% =***	***$560,430.53***

Various Outdoor Training Facilities

Class A Burn Tower	3,500 SF @ $250PSF	$700,000
2 Outdoor Classrooms	500 SF @ $150PSF	$150,000
Draft Pit		$89,000
Live Fire Training Props		$305,000
• Fuel Spill Fire		
• Flammable Gas Cylinder / Tank Fire		
• Car Fire		
• Dumpster Fire		
Additional Training Props		
• Hazmat Training		$12,000
• Confined Space		$300,000
• Trench Rescue		$240,000
• Collapse Rescue		$240,000
• Roof Ventilation		$93,600
Subtotal Outdoor Training Facilities		$2,129,600
AE Fee =	***$2,129,600 x 6.0% =***	***$127,776.00***

Site Work – TBD No Site has been selected – Cost of work and AE fee is based on unknown values; should the cost of the sitework change, the AE fee will be adjusted.

Site Hard Cost based on 8 Acres Disturbed		$2,000,000
Site Needs / Utilities		$1,000,000
Subtotal		$3,000,000
AE Fee =	***$3,000,000 x 5.0% =***	***$150,000.00***

Detailed Cost Estimating @ 90% Documents	$10,000
ADEM Permitting	$10,000
ALDOT Permitting – If needed	$10,000
Sitework Construction Monitoring	$30,000
Landscape Design per COM	$15,500

Total Anticipated AE Fee = **$992,906.53**

ADDITIONAL SERVICES:

The following items are not included in the Basic Design Services, as they are either not a requirement of the project scope, customarily provided by the Owner, or provided by a specialty consultant. GMC would gladly provide you with cost and fee proposal for any of these services and add them to our fee proposal.

- Survey & As-Built Survey – Provided by City of Mobile
- Geotechnical Engineering – Provided by City of Mobile
- Video review of drainage or sewer piping and report
- Environment Phase I and Phase II
- FF&E and interior signage
- Construction Material Testing and Special Inspections – Provided by City of Mobile
- Construction staking
- Building Envelope Consultant
- Building commissioning
- Record drawings submission – GC will provide As-built drawings
- Full-time, on-site construction representation

- 3D computer generated color rendering(s)

HOURLY RATES

Hourly rates apply to hourly work, or may be utilized for Owner authorized additional services work where approved in advance. The following rate schedule is currently in effect, and is subject to annual adjustments which shall not exceed 10% of the rates scheduled herein

Principal	$240.00/ hour
Senior Architect, Engineer	$190.00/ hour
Architect, Engineer, Interior Design I/ Hydrogeologist/ Ecologist	$170.00/ hour
Architect, Engineer, Interior Design II/ Land Surveyor	$150.00/ hour
Architect, Engineer Intern I/ Geologist/ Biologist	$130.00/ hour
Architect, Engineer Intern II/ Resource Analyst	$110.00/ hour
CADD Technical I	$105.00/ hour
CADD Technical II/ Draftsman	$90.00/ hour
CADD Technical III	$80.00/ hour
Construction Administration/ ROW Acquisition	$115.00/ hour
Administrative	$70.00/ hour

REIMBURSABLE EXPENSES:

Reimbursable Expenses are project related expenses that accrue over the course of design and construction phases of the project. We do not consider telephone charges (including long distance), faxing, scanning, in-house small document copying, costs associated with e-mail correspondence or costs associated with maintaining our CAD/ BIM software and systems as reimbursable expenses.

The following expenses are reimbursable, and will be invoiced monthly as incurred at our cost:

- Printing/mounting and material costs including drawings for presentations, meetings, contractor pricing, permitting, and discussion purposes.
- Costs for shipping documents.
- Professional renderings requested by the Owner. $2,800 per exterior view
- The reimbursable expenses of our consultants

Reimbursable Expenses Allowance:	$1,500
Additional Site Visits per person	Per Hourly Rates

DESIGN and CONSTRUCTION SCHEDULE:

We have reviewed the anticipated scope of services and work as outlined above, and propose the following design schedule upon receipt of a written Notice to Proceed or Signed Proposal.

Predesign (Phase One)	4 Weeks
Schematic Design	6 Weeks
Design Development	6 Weeks
Construction Documents	12 Weeks
Advertisement - Bidding and Negotiation	6 Weeks
Construction Administration	13 - 15 Months

SUMMARY:

Cassie,

We are excited about this opportunity and look forward to working with you. Please feel free to contact me, at your convenience, to discuss any portion of this proposal.

GMC LLC Sincerely,

Jim Walker, AIA
Vice President

Should the above proposal be acceptable please return a signed copy for our files.

Accepted:_____ Date:_____

EXHIBIT "A"
Scope of Services
City of Mobile Public Safety Training Center
Mobile, Alabama
December 19, 2022
General Description:

The project, and related Scope of Services, will be delivered under a phased approach and is generally described as a Detailed Spatial Needs Assessment, Preliminary Technology Assessment, Site Candidates Identification, Site Analysis, Conceptual Architectural Master Site Planning, Conceptual Building Design, and the development of an Estimate of Probable Development Costs. Phase Two will include full A/E Design, Bidding Assistance, and Permitting. Phase Three of the project will consist of the Construction Administration followed by Building Commissioning for the City of Mobile Public Safety Training Center.

The Phases of Services are herein identified as follows:

Phase One Scope of Services:

I-A: **Detailed Spatial Needs Assessment** to establish the Police and Fire Departments' building program. This report will include a room-by-room assessment of each operational space necessary to serve the functions of the departments.

1-B: **Site Candidate Identification** - City of Mobile will provide the site to the design team for review and analysis.

I-C: **Site Analysis** services to include the review of the existing aerial and underground utilities, roadways, ingress and egress locations for vehicular and pedestrian access, site features including trees, buffer zones, stormwater management requirements, etc. for one site. Additional sites can be reviewed if needed on a time and materials basis consistent with the hourly rates.

1-D: **Preliminary Technology Assessment** shall be conducted to identify and document all necessary low-voltage systems including, audio-visual training equipment, security systems (access control, CCTV network), data distribution network software and hardware, notification systems, etc. City of Mobile will provide the design team COM standards for use in this facility.

I-E: **Conceptual Architectural Site Master Planning** of the preferred site. All known needed building and site amenity features shall be identified including future expansion considerations. These documents will also be used in any potential community outreach presentations noted below if this service is requested.

I-F: **Conceptual Building Design:** The A/E team will develop a conceptual building design approach incorporating the information developed and will utilize these documents to prepare and present to the city the final report summarizing the defined scope of services. The Conceptual Building Design will also provide an analysis to determine if building renovation, new construction, leased space or a combination among the three (3) available tracts would best meet the needs of the city.

I-G: **Preliminary Opinion of Probable Development Cost:** Not Requested for this project.

I-H: **Final Report & Presentation to the City:** Not Requested for this project

EXHIBIT "B"
Phase One Services
City of Mobile Public Safety Training Center
Mobile, Alabama

Fee Allocation:
The following is the professional fee allocation for the various services defined in Exhibit "A."

1. **Summary:**

Phase One Services:

1.1	I-A: Detailed Spatial Needs Assessment	$	15,400
1.2	I-B: Site Candidate Identification	$	C.O.M.
1.3	I-C: Site Analysis	$	5,000
1.4	I-D: Preliminary Technology Assessment- Per COM Standards	$	10,000
1.5	I-E: Conceptual Architectural Site Master Planning	$	18,000
1.6	I-F: Conceptual Building Design	$	30,800
	• Operational Adjacency Diagrams		
	• Exterior Elevation Studies		
	• Descriptive Narratives		
1.7	I-G: Preliminary Opinion of Probable Development Cost	$	NA
1.8	I-G: Final Report & Presentation to the City	$	NA
1.9	**Phase I Total:**	**$**	**79,200**

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

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

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1)**, you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Goodwyn Mills and Cawood, LLC
Address	11 N. Water Street, Suite 15250, Mobile AL 36602
Telephone	251-460-4006
E-Mail	jim.walker@gmcnetwork.com

RFP/RFQ Solicitation Number	PD-053-022
Project Description	POLICE DEPARTMENT MOUNTED UNIT FACILITY
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male X Female X Minority X Non-minority X Vets X Total #of Employees 450

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jim Walker

Signature: _____ Date: 1/6/23

Title: Senior Vice President

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

Name: Jim Walker Title: Senior Vice President

E-mail:_ Phone: jim.walker@gmcnetwork.com - 251-460-4006

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # _____ Your Bid/Proposal Amount $ 310,713.24 Date: 9 / 21 / 2022

Description Police Department Mounted Unit Facility

Name of Bidder/Proposer: Goodwyn Mills Cawood LLC.

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Driven Engineering	251-649-4011	Site/Civil Engineering	$31,071	10%	Yes	
MBA Engineers Inc.	205-323-6385	Structural Engineering	$15,535.65	5%	Yes	
CSG	404-815-9555	Cost Estimating	$8,500	2.7%	Yes	

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CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Goodwyn Mills Cawood LLC.

Contact Person: Jim Walker Phone 251-460-4006 Email jim.walker@gmcnetwork.com

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

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

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CITY OF MOBILE

Subcontracting and Major Supplier Plan

X		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	X	**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	X	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
X		**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

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

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

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

_____

_____

Suggestions or comments to improve this program. _____

_____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance
DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR: Goodwyn Mills Cawood, LLC.	**Certified DBE:** YES	NO X	**Contract Start Date:** TBD
DESCRIPTION:			**Estimated Completion Date:** TBD

This report is for the month of: (CHECK ONE):

(JAN)	APR	JULY	OCT	
FEB	MAY	AUG	NOV	FINAL _____
MARCH	JUNE	SEPT	DEC	

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$ 310,713.24	$ 0	$ 0	$ 0	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
Driven Engineering	Site/Civil Engineering	$ $31,071	$ 0	$ 0	
MBA Engineers Inc.	Structural Engineering	$ $15,535.65	$ 0	$ 0	
CSG	Cost Estimating	$ $8,500	$ 0	$ 0	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: Jim Walker, AIA

SIGNATURE: _____ Vice President (Title) 01/06/2022 (Date)

Alabama Secretary of State

Goodwyn, Mills & Cawood, Inc.	
Entity ID Number	000 - 104 - 406
Entity Type	Domestic Corporation
Principal Address	MONTGOMERY, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Montgomery County
Formation Date	05/31/1985
Registered Agent Name	THACKSTON, GALEN
Registered Office Street Address	2660 EASTCHASE LANE STE 200 MONTGOMERY, AL 36117
Registered Office Mailing Address	PO BOX 242128 MONTGOMERY, AL 36124
Nature of Business	ENGINEERING
Capital Authorized	$500
Capital Paid In	---

Incorporators	
Incorporator Name	JOHNSON, D KYLE
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided

Annual Reports

Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.

Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021

Transactions

Transaction Date Capital Amounts Changed From	06/30/1997 $10,000 Authorized --- Paid In
Transaction Date Miscellaneous Filing Entry	12/29/1999 CANCELLATION OF REACQUIRED SHARES
Transaction Date Miscellaneous Filing Entry	03/20/2000 AMENDMENT FILED

Goodwyn, Mills & Cawood, Inc.	
Transaction Date Legal Name Merged	12/30/2002 Goodwyn, Mills & Cawood Environmental Consultants, Inc.
Transaction Date Miscellaneous Filing Entry	12/30/2002 MRG FILED THIS DATE EFFECTIVE 12/31/02@11:59P
Transaction Date Registered Agent Changed From	10/31/2005 MILLS, DONALD A B 125 INTERSTATE PARK DR MONTGOMERY, AL 36109
Transaction Date Agent Mailing Address Changed From	09/05/2018 * Added
Transaction Date Registered Agent Changed From	09/05/2018 CAWOOD, WILLIAM S 2660 EASTCHASE LANE STE 200 MONTGOMERY, AL 36117
Scanned Documents	
Document Date / Type / Pages	05/31/1985 Certificate of Formation 5 pgs.
Document Date / Type / Pages	06/30/1997 Capital Amounts Change 4 pgs.
Document Date / Type / Pages	12/29/1999 Miscellaneous Entry 1 pg.
Document Date / Type / Pages	03/20/2000 Miscellaneous Entry 2 pgs.
Document Date / Type / Pages	12/30/2002 Merger 12 pgs.
Document Date / Type / Pages	10/31/2005 Registered Agent Change 1 pg.
Document Date / Type / Pages	09/05/2018 Registered Agent Change 2 pgs.

Browse Results New Search

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Goodwyn Mills Cawood LLC
Company Facility Address	2660 EastChase Lane Suite 200 Montgomery, AL 36117
Company Alternate Address	P.O. Box 242128 Montgomery County, AL 36124
County or Parish	Montgomery
Employer Identification Number	85-4128572
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	23

Company ID Number:829134 Client Company ID Number:1717590

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

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent SyncHR, Inc.	
Name (Please Type or Print) Kari Guthrie	Title
Signature Electronically Signed	Date January 06, 2022
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Alabama	10
South Carolina	2
Tennessee	2
Georgia	5
Florida	3
Louisiana	1

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Amanda Davis
Phone Number	(334) 271-3200 e xt. 201
Fax Number	
Email Address	amanda.davis@gmcnetwork.com

Name	Angela Miller
Phone Number	(334) 271-3200 e xt. 234
Fax Number	
Email Address	angelamiller@gmcnetwork.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/22/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RSC Insurance Brokerage, Inc. 109 Columbiana Road Birmingham AL 35209	CONTACT NAME: Jackie Murk PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: jmurk@risk-strategies.com
INSURED Goodwyn Mills & Cawood, LLC Goodwyn, Mills & Cawood, Inc. P.O. Box 242128 Montgomery AL 36124	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: XL Specialty Insurance Company — 37885 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
							PER STATUTE OTH-ER	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPR9995830	07/01/2022	07/01/2023	Each Claim	$2,000,000
							Aggregate	$4,000,000

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

Re: Public Safety Training Center

CERTIFICATE HOLDER

City of Mobile
205 Government Street
Mobile AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Client#: 4652 GOOMI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/06/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Harmon Dennis Bradshaw, Inc. 334-273-7277 P.O. Box 241667 Montgomery, AL 36124	CONTACT NAME: Julie Faulkner PHONE (A/C, No, Ext): 334 273-7277 FAX (A/C, No): 334-273-9197 E-MAIL ADDRESS: jfaulkner@hdbinsurance.com
INSURED Goodwyn Mills & Cawood, Inc. Goodwyn Mills Cawood, LLC. PO Box 242128 Montgomery, AL 36124	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Charter Oak Fire Insurance Co. — 25615 INSURER B : Travelers Property Casualty Co of Amer — 25674 INSURER C : AGCSIF/Midwest Employers Casualty Co. — 23612 INSURER D : Midwest Employers Casualty Company — 23612 INSURER E : Phoenix Insurance Company — 25623 INSURER F : Continental Insurance Company — 35289

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X	X	6600J635966	03/03/2022	03/03/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $5,000 $1,000,000 $2,000,000 $2,000,000
E	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	X	X	8100N418627	03/03/2022	03/03/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE			CUP7K3140622243	03/03/2022	03/03/2023	EACH OCCURRENCE AGGREGATE	$4,000,000 $4,000,000
F	DED X RETENTION $0			6050024662EXCESS	03/03/2022	03/03/2023		$6,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		CA1452023AL Only	01/01/2023	01/01/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT	$1,000,000
C				EWC009234	01/01/2023	01/01/2024	E.L. DISEASE - EA EMPLOYEE	$1,000,000
D				PHSC180024	01/01/2023	01/01/2024	E.L. DISEASE - POLICY LIMIT	$1,000,000

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

Re: Public Safety Training Center
City of Mobile is included as an Additional insured as respect to General Liability, Auto Liability, and Umbrella is follow form. 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 General Liability, Auto Liability and Work Comp. 30 Day Notice of Cancellation applies as respect to the Certificate Holder.

CERTIFICATE HOLDER

City of Mobile, Alabama
205 Government Street
Mobile, AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Bruce H Harmon III

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DESCRIPTIONS (Continued from Page 1)

address. Coverage under this program is limited to the Alabama Workers Compensation Act. Alabama Associated General Contractors Self Insurers Fund (DBA: Comp Trust AGC) is rated by A.M. Best and their rating is A- VII. Midwest Employers Casualty Company is rated by A.M. Best and their rating is A+ XV.

Work Comp Out of State policy applies to the following States: GA, SC, TN, TX, FL, MS, LA
Blanket WOS is included for WC Out of State Policy.

Re: Public Safety Training Center

AGENDA ITEM SUMMARY SHEET

Agenda of:1/24/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To repair stage rigging system at the Saenger Theater

Amount of Contract:

$49,975.00

Funding Source

Project # Saenger Theater - Lineset Repairs CL-027-23	**Discretionary Funds**
Project String C0761 Saenger Theater Equpmt & SM Projs (20002000-48010)	**Contract Number:**4267
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	1/18/2023 - 5:40 PM
Capital	Rhodes, Brenda	Approved	1/19/2023 - 9:01 AM
Legal	Kern, Chris	Approved	1/19/2023 - 12:54 PM
Mayors Office	Montgomery, Brandi	Approved	1/19/2023 - 1:31 PM