AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, January 2, 2024, 10:30 AM

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

   December 19, 2023

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

    Request of Krewe de Rescue for a waiver of the Noise Ordinance at 806 Monroe Street on January 6, 2024, from 11:00 a.m. - 3:00 p.m. (District 2).

    Request of Cystic Fibrosis Foundation for a waiver of the Noise Ordinance at Langan Pavilion on April 27, 2024, from 6:45 a.m. - 12:00 p.m. (District 7).

    Request of Barbara Davis for a waiver of the Noise Ordinance at Langan Park on June 8, 2024, from 7:00 a.m. - 4:00 p.m. (District 7).

11. **PUBLIC HEARINGS**

    Public hearing to consider modification of a previously approved Planned Unit Development located at 951 Downtowner Boulevard and 3655 Marion Beckham Drive (District 5).

    Public hearing to consider modification of a previously approved planning approval for property located at 951 Downtowner Boulevard and 3655 Marion

Beckham Drive (District 5).

Public hearing to rezone property located at 1065 and 1067 Schillinger Road, South from R-1 to B-3 (District 6).

Public hearing to rezone newly annexed areas in Orchard Estates and the Cottage Hill Corridor from R-1 to R-3 (Districts 6 & 7).

Public hearing to rezone newly annexed areas in Kings Branch and the Cottage Hill Corridor from R-1 to B-1 (Districts 6 & 7).

Public hearing to rezone newly annexed areas in the Kings Branch and the Cottage Hill Corridor from R-1 to LB-2 (Districts 6 & 7).

Public hearing to rezone newly annexed areas in the Cottage Hill Corridor from R-1 to B-2 (District 6).

Public hearing to rezone newly annexed areas in Kings Branch, Orchard Estates and the Cottage Hill Corridor from R-1 to B-3 (Districts 6 & 7).

Public hearing to rezone newly annexed areas in Orchard Estates and the Cottage Hill Corridor from R-1 to CW (Districts 6 & 7).

12. ORDINANCES HELD OVER

64-062 Rezone property located at 4305 and 4315 Halls Mill Road from B-3 and I-1 to I-1 (sponsored by Councilmember Reynolds).

64-063 Rezone property located at 4354 and 4364 Halls Mill Road from R-1 and B-3 to I-1 (sponsored by Councilmember Reynolds).

13. RESOLUTIONS HELD OVER

08-1361 Approve item based bids and contracts for fuel (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1362 Approve purchase order to Dennis Aluminum Products for aluminum sign posts and extensions for Traffic Engineering; $279,450.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1363 Approve purchase order to Galls, LLC for rifle shields for MPD; $150,820.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1364 Approve purchase order to Strachan Services, Inc. for tank repairs to water wagon; $23,116.73 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1365 Approve purchase order to UJ Chevrolet Co., Inc. for repairs to 2021 Chevrolet Tahoe; $17,959.54 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1366 Approve purchase order to University of South Alabama for EMT certification class for MFRD; $46,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-1368 Transfer funds from the General Fund, Program and Project Management to Capital Improvements Fund, Mobile Greenway Initiative to fund change order for Three Mile Creek Project; $15,857.00 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Program & Project Mgmt.).

13-1369 Authorize Change Order #2 with Mott McDonald, LLC. for Three Mile Creek; $15,857.00 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Program & Project Mgmt.).

21-1370 Authorize contract with Rob't J. Baggett, Inc. for bulkhead replacement at Cooper Riverside Park; $6,973,541.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-1371 Authorize contract with Geotechnical Engineering Testing, Inc., for Civic Center parking facility inspections and construction materials testing services $258,765.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept.).

21-1372 Authorize contract with ARCCO Company Services, Inc. for emergency generator preventative maintenance & repairs at various City locations; $63,755.00 first year (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-1373 Authorize contract with Southern Actuarial Services Co., Inc. for consulting, preparation and review of actuarial report; $15,900.00 (sponsored by Mayor Stimpson) (submitted by Leslie Rey, Human Resources Dept.).

40-1374 Authorize extension of closing deadline for 63 S. Royal Street, LLC (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept.).

60-1375 Authorize Settlement Agreement and Release of Claims; Parker (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-1376 Authorize Settlement Agreement and Release of Claims; Reese (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

14. ORDINANCES BEING INTRODUCED

64-001 Consider a modification of a previously approved Planned Unit Development located at 951 Downtowner Boulevard and 3655 Marion Beckham Drive (sponsored by Councilmember Daves).

64-002 Consider a modification of a previously approved planning approval for

property located at 951 Downtowner Boulevard and 3655 Marion Beckham Drive (sponsored by Councilmember Daves).

64-003 Rezone property located at 1065 and 1067 Schillinger Road, South from R-1 to B-3 (sponsored by Councilmember Woods).

64-004 Rezone newly annexed areas in Orchard Estates and the Cottage Hill Corridor from R-1 to R-3 (sponsored by Councilmembers Woods and Gregory).

64-005 Rezone newly annexed areas in Kings Branch and the Cottage Hill Corridor from R-1 to B-1 (sponsored by Councilmembers Woods and Gregory).

64-006 Rezone newly annexed areas in the Kings Branch and the Cottage Hill Corridor from R-1 to LB-2 (sponsored by Councilmembers Woods and Gregory).

64-007 Rezone newly annexed areas in the Cottage Hill Corridor from R-1 to B-2 (sponsored by Councilmember Woods).

64-008 Rezone newly annexed areas in Kings Branch, Orchard Estates and the Cottage Hill Corridor from R-1 to B-3 (sponsored by Councilmembers Woods and Gregory).

64-009 Rezone newly annexed areas in Orchard Estates and the Cottage Hill Corridor from R-1 to CW (sponsored by Councilmembers Woods and Gregory).

15. CONSENT RESOLUTIONS BEING INTRODUCED

37-001 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to Tandoor Indian Cuisine, 3674 Airport Blvd. (sponsored by Councilmember Daves).

37-002 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) Liquor License to CEFCO #444, 985 Schillinger Rd., S. (sponsored by Councilmember Woods).

60-003 Determine an appropriation to the Mobile Area Black Chamber of Commerce serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-004 Determine an appropriation to the Africatown Community Development Corporation serves a public purpose and approve payment (sponsored by Mayor Stimpson) (submitted by Donna Bryars, Accounting Dept.).

16. RESOLUTIONS BEING INTRODUCED

07-005 Approve the issuance of multifamily housing revenue bonds in an aggregate principal not to exceed $350,815,000.00 (sponsored by Councilmember Woods) (submitted by Ricardo Woods, City Attorney).

08-006 Approve purchase order to Bell Electrical Supply Co., Inc. for Generac towers for MPD and the Cruise Terminal; $97,344.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-007 Approve purchase order to Donohoo Chevrolet, LLC for Chevrolet Tahoes for MPD; $3,290,692.60 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-008 Approve purchase order to E-Builder, Inc. for annual renewal of project management software; $55,574.36 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-009 Approve purchase order to Gulf States Distributors for rifle ammunition for MPD; $25,515.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-010 Approve purchase order to Gwins Stationery & Engraving, Inc. for printing and mailing of annual business license forms; $22,994.37 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-011 Approve purchase order to Precision Delta Corp. for ammunition for MPD; $67,076.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-012 Approve purchase order to Sansom Equipment Co., Inc. for vertical mast assembly for garbage truck; $24,376.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-013 Approve purchase order to STONS, Inc. for annual renewal of monday.com work and project management software for MIT; $69,768.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09- 014 Transfer funds from Capital Project Citywide Environment Testing to Capital Project Stormwater Management MS4 Program; $20,000.00 (sponsored by Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-015 Authorize contract with John G. Walton Construction Company, Inc., for Cypress Shores drainage improvements; $1,622,268.00 (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-016 Authorize contract with Gulf States Consultants & Administrators, Inc. for employee health benefits consulting services (sponsored by Mayor Stimpson) (submitted by Leslie Rey, Human Resources Dept.).

60-017 Authorize Settlement Agreement and Release of Claims; Bean (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-018 Authorize Settlement Agreement and Release of Claims; Law

(sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).
60-019 Authorize Settlement Agreement and Release of Claims; Robinson (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-020 Authorize Settlement Agreement and Release of Claims; Williams (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

17. CALL FOR PUBLIC HEARINGS

41-021 Call for public hearing to consider approval of a Conditional Use Permit to allow a home-based day care for property located at 1016 Belvedere Circle, East (scheduled for February 6, 2024) (District 3).

41-022 Call for public hearing to consider modification of a previously approved Planning Approval for property located at 3650, 3704, 3708, and 3758 Spring Hill Avenue (scheduled for February 6, 2024) (District 7).

41-023 Call for public hearing to consider modification of a previously approved Planned Unit Development for property located at 3650, 3704, 3708, and 3758 Spring Hill Avenue (scheduled for February 6, 2024) (District 7).

41-024 Call for public hearing to rezone newly annexed area in the Cottage Hill Corridor from R-1 to B-2 (scheduled for February 6, 2024) (District 6).

41-025 Call for public hearing to rezone newly annexed area in the Kings Branch, Orchard Estates, and the Cottage Hill Corridor from R-1 to B-3 (scheduled for February 6, 2024) (Districts 6 and 7).

18. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/27/2023 - 12:52 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	12/22/2023 - 10:47 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Gregory

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	12/22/2023 - 10:50 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Gregory

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	12/22/2023 - 10:51 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/28/2023 - 10:50 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/28/2023 - 10:52 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/28/2023 - 10:54 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/28/2023 - 11:01 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/28/2023 - 11:05 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/28/2023 - 11:08 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/28/2023 - 10:58 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/28/2023 - 11:12 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/28/2023 - 11:17 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Sponsored by:

Councilmember Reynolds

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	11/16/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/16/2023 - 12:50 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 4305 and 4315 Halls Mill Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **November 21, 2023**, a public hearing will be held on the **19th day of December, 2023**, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at **4305 and 4315 Halls Mill Road** from **B-3, Community Business Suburban District and I-1, Light Industry District, to I-1, Light Industry District.**

The public hearing will be held at the **History Museum of Mobile, 111 S. Royal Street**, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

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

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

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

COMMENCING AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE SOUTH 00° 52' 39" EAST 15.00 FEET TO A CORNER OF DU CHIEN SUBDIVISION AS RECORDED IN MAP BOOK 134, PAGE 110, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE CONTINUE SOUTH 00° 52' 39" EAST 517.32 FEET; THENCE SOUTH 66° 32' 38" WEST 203.67 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE SOUTH 66° 32' 38" WEST 32.91 FEET TO THE SOUTHEAST CORNER OF LOT 1, LANDMARK INDUSTRIAL PARK, UNIT THREE, PHASE 1 AS RECORDED IN MAP BOOK 108, PAGE 120 OF THE AFORESAID RECORDS; THENCE CONTINUE SOUTH 66° 32' 38" WEST 149.71 FEET TO THE SOUTHWEST CORNER OF LOT 1; THENCE NORTH 11° 46' 58" WEST 382.15 FEET TO THE NORTHWEST CORNER OF LOT 1; THENCE NORTHEASTWARDLY ALONG THE SOUTH LINE OF HALLS MILL ROAD AND ALONG THE ARC OF A 2203.00 FOOT RADIUS CURVE TO THE LEFT 297.68 FEET (CHORD BEARS NORTH 57° 57' 52" EAST 297.45 FEET); THENCE SOUTH 00° 49' 20" WEST 459.24 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from B-3, Community Business Suburban District and I-1, Light Industry District, to I-1, Light Industry District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a I-1, Light Industry District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a I-1, Light Industry District until all of the conditions set forth below have been complied with: : 1. Completion of the Subdivision process for proposed Kitchens-Persons Subdivision; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 19th day of December, 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 Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 29th day of November, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **4305 & 4315 Halls Mill Road**.

The proposed amendment to the Unified Development Code changes the classification of the subject property from **B-3, Community Business Suburban District and I-1, Light Industry District, to I-1, Light Industry District.** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **I-1** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **I-1** districts until the following conditions have been complied with: **1. Completion of the Subdivision process for proposed Kitchens-Persons Subdivision; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.**

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

AN ORDINANCE 2023

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

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

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

COMMENCING AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE SOUTH 00° 52' 39" EAST 15.00 FEET TO A CORNER OF DU CHIEN SUBDIVISION AS RECORDED IN MAP BOOK 134, PAGE 110, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE CONTINUE SOUTH 00° 52' 39" EAST 517.32 FEET; THENCE SOUTH 66° 32' 38" WEST 203.67 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE SOUTH 66° 32' 38" WEST 32.91 FEET TO THE SOUTHEAST CORNER OF LOT 1, LANDMARK INDUSTRIAL PARK, UNIT THREE, PHASE 1 AS RECORDED IN MAP BOOK 108, PAGE 120 OF THE AFORESAID RECORDS; THENCE CONTINUE SOUTH 66° 32' 38" WEST 149.71 FEET TO THE SOUTHWEST CORNER OF LOT 1; THENCE NORTH 11° 46' 58" WEST 382.15 FEET TO THE NORTHWEST CORNER OF LOT 1; THENCE NORTHEASTWARDLY ALONG THE SOUTH LINE OF HALLS MILL ROAD AND ALONG THE ARC OF A 2203.00 FOOT RADIUS CURVE TO THE LEFT 297.68 FEET (CHORD BEARS NORTH 57° 57' 52" EAST 297.45 FEET); THENCE SOUTH 00° 49' 20" WEST 459.24 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from **B-3, Community Business Suburban District and I-1, Light Industry District, to I-1, Light Industry District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **I-1, Light Industry District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including

the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **I-1, Light Industry District** until all of the conditions set forth below have been complied with: **: 1. Completion of the Subdivision process for proposed Kitchens-Persons Subdivision; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.**

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

Adopted:

Lisa Lambert, City Clerk

Kitchens-Persons Subdivision (Byrd Surveying, Inc, Agent)
4305 & 4315 Halls Mill Road
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

November 15, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on November 2, 2023 considered the request of **Kitchens-Persons Subdivision (Byrd Surveying, Inc, Agent)** for a change in zoning from **B-3, Community Business Suburban District and I-1, Light Industry District, to I-1, Light Industry District** for the property located at **4305 & 4315 Halls Mill Road.**

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

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 6, 2023

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 4305 & 4315 Halls Mill Road
ZON-UDC-002665-2023
Kitchens – Persons Subdivision
Kari Givens, Byrd Surveying, Inc.
District 4
Rezoning from Community Business Suburban District (B-3) and Light Industry District (I-1), to Light Industry District (I-1).

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

At its meeting on November 2, 2023, the Planning Commission considered the above referenced application.

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

A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
B) Compatibility. The proposed amendment is compatible with:
   - The current development trends, if any, in the vicinity of the subject property;
   - Surrounding land uses;
   - Would adversely impact neighboring properties; or
   - Cause a loss in property values.
C) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
D) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
E) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
F) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

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

The advertising fee for this application based on the current legal description is $360.62. 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

LOT 1, KITCHENS – PERSONS SUBDIVISION

COMMENCING AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE SOUTH 00° 52' 39" EAST 15.00 FEET TO A CORNER OF DU CHIEN SUBDIVISION AS RECORDED IN MAP BOOK 134, PAGE 110, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE CONTINUE SOUTH 00° 52' 39" EAST 517.32 FEET; THENCE SOUTH 66° 32' 38" WEST 203.67 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE SOUTH 66° 32' 38" WEST 32.91 FEET TO THE SOUTHEAST CORNER OF LOT 1, LANDMARK INDUSTRIAL PARK, UNIT THREE, PHASE 1 AS RECORDED IN MAP BOOK 108, PAGE 120 OF THE AFORESAID RECORDS; THENCE CONTINUE SOUTH 66° 32' 38" WEST 149.71 FEET TO THE SOUTHWEST CORNER OF LOT 1; THENCE NORTH 11° 46' 58" WEST 382.15 FEET TO THE NORTHWEST CORNER OF LOT 1; THENCE NORTHEASTWARDLY ALONG THE SOUTH LINE OF HALLS MILL ROAD AND ALONG THE ARC OF A 2203.00 FOOT RADIUS CURVE TO THE LEFT 297.68 FEET (CHORD BEARS NORTH 57° 57' 52" EAST 297.45 FEET); THENCE SOUTH 00° 49' 20" WEST 459.24 FEET TO THE POINT OF BEGINNING.

MOBILE CITY PLANNING COMMISSION
October 10, 2023
PUBLIC HEARING NOTICE

Re: 4305 & 4315 Halls Mill Road
ZON-UDC-002665-2023
Kitchens – Persons Subdivision
Kari Givens, Byrd Surveying, Inc.
District 4
Rezoning from Community Business Suburban District (B-3) and Light Industry District (I-1), to Light Industry District (I-1).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, November 2, 2023, at 2:00 p.m. to consider your above referenced application.

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

The proposed application is Rezoning from Community Business Suburban District (B-3) and Light Industry District (I-1), to Light Industry District (I-1); however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, November 1, 2023, to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
October 10, 2023
PUBLIC HEARING NOTICE

Re: 4305 & 4315 Halls Mill Road
ZON-UDC-002665-2023
Kitchens – Persons Subdivision
Kari Givens, Byrd Surveying, Inc.
District 4
Rezoning from Community Business Suburban District (B-3) and Light Industry District (I-1), to Light Industry District (I-1).

Dear Property Owner(s):

This letter is to advise property owners within 300 feet, as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, November 2, 2023, at 2:00 p.m., to consider the above referenced application.

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

The proposed application is Rezoning from Community Business Suburban District (B-3) and Light Industry District (I-1), to Light Industry District (I-1); however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission.

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, November 1, 2023, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes. For additional information or assistance, please contact a Planner at (251) 208-5895.

City of Mobile · Planning & Zoning

Planning Commission Application

For hard copy submissions, SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

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

☐ **Planned Development**
Checklist C

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

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

---

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

	Applicant	Agent (If Applicable)
Name:	KARI GIVENS	
Firm:	BYRD SURVEYING	
Phone:	251-476-5010	
Email:	byrd@byrdsurveying.biz	
Address:	2609 HALLS MILL ROAD	

	Owner	Design Professional
Name:	PERSONS & MELLO	
Firm:		
Phone:	251-583-6815	
Email:		
Address:	4305 & 4315 HALLS MILL ROAD	

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

4305 & 4315 HALLS MILL ROAD
Property Address

18941
Property Area (acres or square feet)

KEY #03482519 & #01130154
Parcel Number(s) or Key Number(s)

I-1 & B-3
Present Zoning or Transect District

I-1
Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature — Date: 9/18/23

Kari P. Given
Applicant or Agent Signature (if applicable) — Date: 9/18/23

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

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

Kari P. Given
Applicant or Agent Signature — Date: 9/18/23

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

---

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

THE OWNER OF 4315 HALLS MILL ROAD IS PROPOSING TO PURCHASE A 30' WIDE STRIP OF PROPERTY FROM 4305 HALLS MILL ROAD. THIS 30' STRIP NEEDS TO BE REZONED FROM B-3 TO I-1. BASICALLY, THESE PROPERTIES WILL LOOK THE SAME AS THE COMPREHENSIVE PLAN.

LIGHT INDUSTRY
Future Land Use Map (FLUM) Designation

I-1 & B-3
Requested Zoning

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

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

THIS PROPOSAL SHOULD BE NO DIFFERENT THAN WHAT IS EXISTING.

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

THE 30' STRIP IS TO BE COMBINED WITH THE 4315 HALLS MILL ROAD PROPERTY TO ALLOW FOR AN EXPANSION OF THE EXISTING BUILDING.

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

1. Describe the current development trends in the area of the property.
   THIS AREA IS DEVELOPED WITH OFFICE / WAREHOUSES AND OUTSIDE EQUIPMENT STORAGE.

2. Describe the surrounding land uses.
   THIS AREA IS DEVELOPED WITH B-3 AND I-1 USES.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   THIS PROPOSAL SHOULD NOT HAVE ANY ADVERSE IMPACTS TO NEIGHBORING PROPERTIES.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   THE NECESSARY INFRASTRUCTURE IS EXISTING AT THIS SITE.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   THE EXPANSION OF THIS BUSINESS IS AN EXAMPLE OF GROWTH IN THE CITY OF MOBILE.

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

N/A

CONTACT INFORMATION and SIGNATURES – for online applications
Mobile City Planning Commission and Board of Zoning Adjustment

APPLICANT(S)

The undersigned submits the associated application for consideration by the Mobile City Planning Commission or the Board of Zoning Adjustments.

Kari P. Givens Date: 9/12/23

Signature of owner or authorized agent of owner is required to file (if applicant is not the owner).

Type name: KARI P. GIVENS	
Business Name: BYRD SURVEYING, INC.	
Address: 2609 HALLS MILL ROAD	
City, State, Zip Code: MOBILE, ALABAMA 36606	
Telephone: 251-476-5010	Email:

PROPERTY OWNER(S)

Signature of property owner, or letter (separately attached electronically) from (each) property owner authorizing applicant to submit application.

Signature: Leigh K. Mello Date:

Type name: LEIGH K. MELLO	
Business Name:	
Address: 4305 HALLS MILL ROAD	
City, State, Zip Code: MOBILE, AL 36693	
Telephone: 251-583-6815	Email:

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

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

Signature: Leigh K. Mello Date:

Type name: LEIGH K. MELLO

Use additional pages / copies of this form as needed.

CONTACT INFORMATION and SIGNATURES – for online applications
Mobile City Planning Commission and Board of Zoning Adjustment

APPLICANT(S)

The undersigned submits the associated application for consideration by the Mobile City Planning Commission or the Board of Zoning Adjustments.

Kari P. Givens Date: 9/12/23

Signature of owner or authorized agent of owner is required to file (if applicant is not the owner).

Type name:	KARI P. GIVENS
Business Name:	BYRD SURVEYING, INC.
Address:	2609 HALLS MILL ROAD
City, State, Zip Code:	MOBILE, ALABAMA 36606
Telephone: 251-476-5010	Email:

PROPERTY OWNER(S)

Signature of property owner, or letter (separately attached electronically) from (each) property owner authorizing applicant to submit application.

Signature: Paul F. Persons Jr. - Owner/Pres Date:

Type name:	PERSONS DEVELOPMENT & CONSTRUCTION
Business Name:	
Address:	4315 HALLS MILL ROAD
City, State, Zip Code:	MOBILE, AL 36693
Telephone: 251-583-6815	Email:

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

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

Signature: Paul F. Persons Jr - Owner/Pres Date: 9/18/23

Type name: PERSONS DEVELOPMENT & CONSTRUCTION

Use additional pages / copies of this form as needed.

P & Z - December 2017

Byrd Surveying
2609 Halls Mill Road • Mobile, Alabama 36606
251-476-5010

September 8, 2023

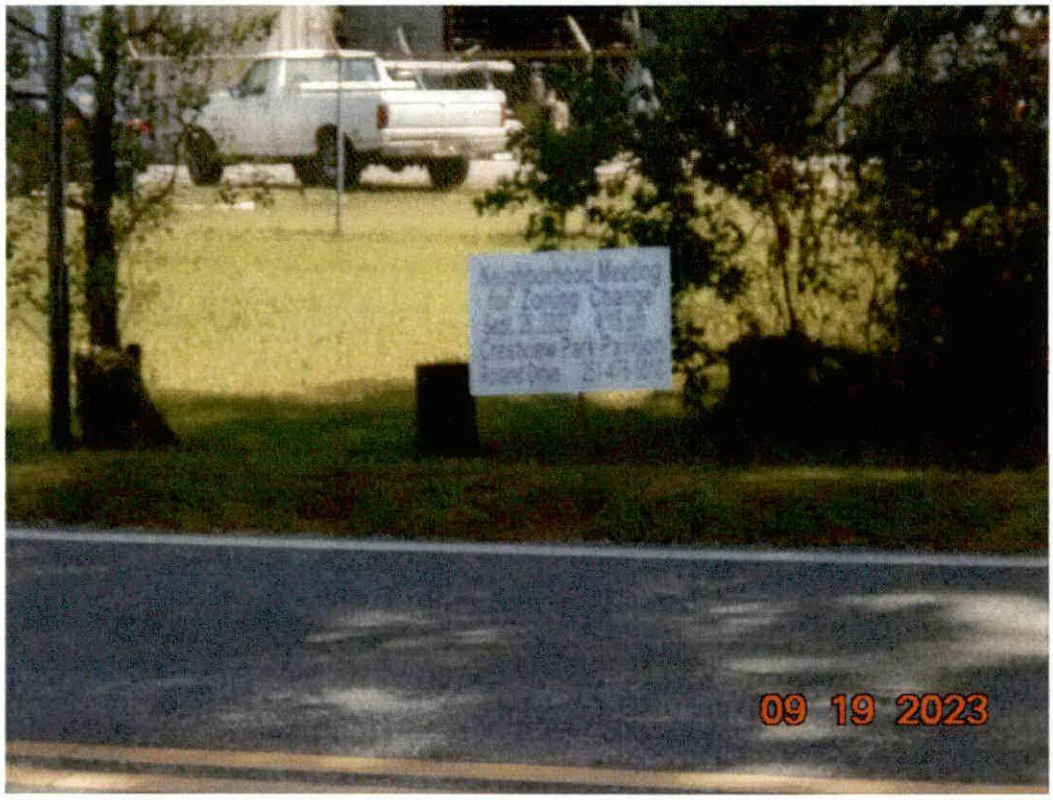
Dear Neighbor,

The owner of 4315 Halls Mill Road is proposing to purchase a strip of land 30' wide from the owner of 4305 Halls Mill Road for an addition to the existing building. The zoning classification for 4315 is I-1 and 4305 is B-3, therefore the city requires a rezoning application to combine the existing 4315 Halls Mill Road property and the 30' strip into a total I-1 zoning classification. The balance of 4305 Halls Mill Road will remain as it exists.

These plans will be further explained at a neighborhood meeting to be held at the pavilion in Crestview Park at 4:15 p.m. on September 26, 2023.

Sincerely,

Gerald D. Byrd


09 19 2023

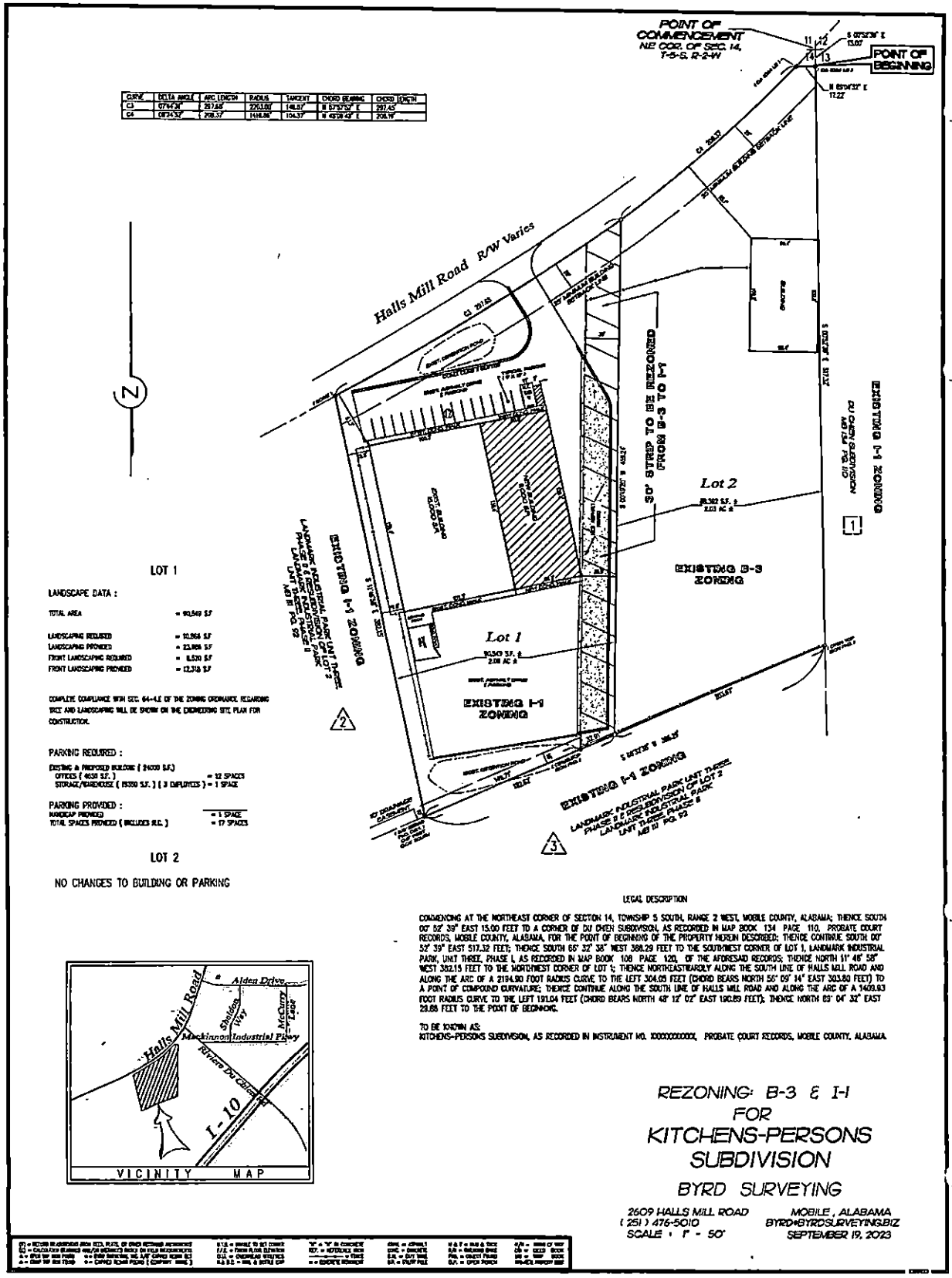

Riviere Du Chien
Neighborhood Meeting
for Zoning Change
Sept. 26, 2023 4:15 pm
Crestview Park Pavilion
Roland Drive 251-476-5010
09 19 2023

DESCRIPTION AND JUSTIFICATION FOR
REZONING APPLICATION FOR PROPOSED KITCHENS – PERSONS SUBDIVISION

THE OWNER OF 4315 HALLS MILL ROAD IS PROPOSING TO PURCHASE A 30' WIDE STRIP OF PROPERTY FROM 4305 HALLS MILL ROAD. THIS 30' STRIP NEEDS TO BE REZONED FROM B-3 TO I-1. BASICALLY, THESE PROPERTIES WILL LOOK THE SAME AS THE COMPREHENSIVE PLAN.

LEGAL DESCRIPTION FOR KITCHENS – PERSONS SUBDIVISION & REZONING

COMMENCING AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE SOUTH 00° 52' 39" EAST 15.00 FEET TO A CORNER OF DU CHIEN SUBDIVISION, AS RECORDED IN MAP BOOK 134 PAGE 110, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE SOUTH 00° 52' 39" EAST 517.32 FEET; THENCE SOUTH 66° 32' 38" WEST 386.29 FEET TO THE SOUTHWEST CORNER OF LOT 1, LANDMARK INDUSTRIAL PARK, UNIT THREE, PHASE I, AS RECORDED IN MAP BOOK 108 PAGE 120, OF THE AFORESAID RECORDS; THENCE NORTH 11° 46' 58" WEST 382.15 FEET TO THE NORTHWEST CORNER OF LOT 1; THENCE NORTHEASTWARDLY ALONG THE SOUTH LINE OF HALLS MILL ROAD AND ALONG THE ARC OF A 2194.90 FOOT RADIUS CURVE TO THE LEFT 304.05 FEET (CHORD BEARS NORTH 56° 09' 14" EAST 303.80 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE CONTINUE ALONG THE SOUTH LINE OF HALLS MILL ROAD AND ALONG THE ARC OF A 1409.93 FOOT RADIUS CURVE TO THE LEFT 191.04 FEET (CHORD BEARS NORTH 48° 12' 02" EAST 190.89 FEET); THENCE NORTH 89° 04' 32" EAST 29.86 FEET TO THE POINT OF BEGINNING.



CURVE	DELTA ANGLE	ARC LENGTH	RADIUS	TANGENT	CHORD BEARING	CHORD LENGTH
C3	07°47'38"	297.68'	2190.00'	148.97'	N 87°37'57" E	297.45'
C4	08°24'52"	208.37'	1418.86'	104.39'	N 49°09'48" E	208.19'

LOT 1

LANDSCAPE DATA :

TOTAL AREA	= 90,549 S.F.
LANDSCAPING REQUIRED	= 10,866 S.F.
LANDSCAPING PROVIDED	= 23,808 S.F.
FRONT LANDSCAPING REQUIRED	= 8,520 S.F.
FRONT LANDSCAPING PROVIDED	= 12,316 S.F.

COMPLETE COMPLIANCE WITH SEC. 64-4.E OF THE ZONING ORDINANCE REGARDING TREE AND LANDSCAPING WILL BE SHOWN ON THE ENGINEERING SITE PLAN FOR CONSTRUCTION.

PARKING REQUIRED :

EXISTING & PROPOSED BUILDING (24000 S.F.)
OFFICES (4650 S.F.) = 12 SPACES
STORAGE/WAREHOUSE (19350 S.F.) (3 EMPLOYEES) = 1 SPACE

PARKING PROVIDED :

HANDICAP PROVIDED	= 1 SPACE
TOTAL SPACES PROVIDED (INCLUDES H.C.)	= 17 SPACES

LOT 2

NO CHANGES TO BUILDING OR PARKING

LEGAL DESCRIPTION

COMMENCING AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE SOUTH 00° 52' 39" EAST 15.00 FEET TO A CORNER OF DU CHIEN SUBDIVISION, AS RECORDED IN MAP BOOK 134 PAGE 110, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE SOUTH 00° 52' 39" EAST 517.32 FEET; THENCE SOUTH 65° 32' 38" WEST 388.29 FEET TO THE SOUTHWEST CORNER OF LOT 1, LANDMARK INDUSTRIAL PARK, UNIT THREE, PHASE I, AS RECORDED IN MAP BOOK 108 PAGE 120, OF THE AFORESAID RECORDS; THENCE NORTH 11° 48' 58" WEST 352.15 FEET TO THE NORTHWEST CORNER OF LOT 1; THENCE NORTHEASTWARDLY ALONG THE SOUTH LINE OF HALLS MILL ROAD AND ALONG THE ARC OF A 2194.90 FOOT RADIUS CURVE TO THE LEFT 304.05 FEET (CHORD BEARS NORTH 55° 09' 14" EAST 303.80 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE CONTINUE ALONG THE SOUTH LINE OF HALLS MILL ROAD AND ALONG THE ARC OF A 1409.93 FOOT RADIUS CURVE TO THE LEFT 191.04 FEET (CHORD BEARS NORTH 48° 12' 02" EAST 190.89 FEET); THENCE NORTH 89° 04' 32" EAST 29.88 FEET TO THE POINT OF BEGINNING.

TO BE KNOWN AS:
KITCHENS-PERSONS SUBDIVISION, AS RECORDED IN INSTRUMENT NO. XXXXXXXXXX, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

REZONING: B-3 & I-1 FOR KITCHENS-PERSONS SUBDIVISION

BYRD SURVEYING

2609 HALLS MILL ROAD
(251) 476-5010
SCALE : 1" = 50'

MOBILE, ALABAMA
BYRD@BYRDSURVEYINGBIZ
SEPTEMBER 19, 2023

Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, AL 36606

Persons Development & Construction Services, LLC
4474 Halls Mill Road
Mobile, AL 36693

Leigh K. Mello
4305 Halls Mill Road
Mobile, AL 36693

Dalton Holdings, LLC
4251 Alden Drive
Mobile, AL 36693

TLC Properties, Inc.
c/o The Lamar Companies
P. O. Box 66338
Baton Rouge, LA 70896

Four Eagles Halls Mill, LLC
c/o Greg Marshall
13905 Shell Belt Road
Bayou La Batre, AL 36509

Cammie & Larry's Old Dutch Creamery
10901 Longview Drive S.
Grand Bay, AL 36541

Richard A. Russell
5500 Plantation Road
Theodore, AL 36582

Walter & Faye Tidwell
3305 Anson Court
Mobile, AL 36605

Pintail Properties, LLC, and
Bart & Gina Briggs
17985 Scenic Highway 98
Fairhope, AL 36532

CTCG Assets, LLC
4254 Halls Mill Road
Mobile, AL 36693

Mobile Fence Co., Inc.
4308 Halls Mill Road
Mobile, AL 36693

Halls Mill, LLC
P. O. Box 2862
Mobile, AL 36652

Joseph W. Penton, Jr.
5453 Old Shell Road, Apt. 106
Mobile, AL 36608

North Florida, LLC
P. O. Box 81306
Mobile, AL 36689

Agenda Item # 6

SUB-002664-2023 & ZON-UDC-002665-2023

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
4305 and 4315 Halls Mill Road

Subdivision Name:
Kitchens – Persons Subdivision

Applicant / Agent:
Kari Givens, Byrd Surveying, Inc.

Property Owner:
Leigh K. Mello and Persons Development & Construction Services, LLC

Current Zoning:
B-3, Community Business Suburban District, and I-1, Light Industry District

Proposed Zoning:
I-1, Light Industry District

Future Land Use:
Light Industry

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

Proposal:
- Subdivision approval to create two (2) legal lots of record;
- Rezoning from B-3 and I-1 to I-1
- **Note:**
  Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:
1. Subdivision proposal with ten (10) conditions; and
2. Rezoning with three (3) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 5
Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and industrial units.

APPLICATION NUMBER 6 DATE November 2, 2023

APPLICANT Kitchens-Persons Subdivision

REQUEST Subdivision, and Rezoning from I-1 and B-3 to I-1

N

NTS

SITE HISTORY

The subject site was assigned R-A, Residential-Agricultural zoning with the adoption of the Zoning Ordinance in 1967. In 1973, the Eastern portion of the site was granted a Use Variance to allow home sales. In 1974, a Use Variance was granted for that portion to operate as an office building for an electrical contractor. In 1978, a Use Variance was denied for the Western portion of the site to be developed as a business for telephone communications.

The Western portion of the site was rezoned from R-A to I-1, Light Industry, in 1979. The Eastern portion of the site was rezoned from R-A to B-3, Community Business, in 1980.

In 2005, the Commission approved Landmark Industrial Park Subdivision, Unit Three, Phase 1, and the Western portion of the site was recorded as Lot 1 of that subdivision. A Sidewalk Waiver was also approved at that time for Lot 1.

STAFF COMMENTS

Engineering Comments:

SUBDIVISION

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 23 - #86) LOTS 1 and 2 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – NONE AND lot 2 – 24,000 sf.
C. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

REZONING

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.

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

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

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

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinkled commercial buildings, within 600' of sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

Subdivision

The applicant is proposing a two (2)-lot subdivision consisting of one (1) recorded lot of record, and one (1) existing metes-and-bounds parcel. The preliminary plat indicates that the existing common internal property line is to be relocated thirty (30) feet to the East to enlarge the recorded lot (Lot 1, Landmark Industrial Park Subdivision, Unit Three, Phase 1). Both proposed lots would exceed the minimum area requirements of the Subdivision Regulations and the Unified Development Code for the respective zoning districts. If approved, the lot size labels in both square feet and acres should be retained on the Final Plat, or a table should be furnished on the Final Plat providing the same information.

The site has frontage on Halls Mill Road, a minor arterial street with a required 70-foot right-of-way. The preliminary plat indicates a current varying right-of-way width, with proposed dedication to provide a compliant 35 feet from the centerline of Halls Mill Road along the site frontage.

As on the preliminary plat the 25-foot minimum building setback line along Halls Mill Road from the dedicated right-of-way should be retained on the Final Plat, if approved.

The plat indicates a drainage easement along the South end of proposed Lot 1. Therefore, a note should be placed on the Final Plat stating that no structures are allowed in any easement without permission of the easement holder.

Lot 1, Landmark Industrial Park Subdivision, Unit Three, Phase 1 is currently zoned I-1, Light Industry, and the adjacent metes-and-bounds parcel is currently zoned B-3, Community Business Suburban. As proposed Lot 1 would incorporate 30 feet of the existing metes-and-bounds parcel which is zoned B-3, the proposed rezoning from B-3 and I-1 to I-1 for proposed Lot 1 should be completed to eliminate split zoning before the Final Plat can be signed.

It should also be noted that due to the expansion of the existing lot and the proposed new construction, a new Sidewalk Waiver request will be required, or sidewalk provided.

Rezoning

With the proposed subdivision, a split-zoned situation would occur. In order to eliminate split zoning, the applicant proposes to rezone the proposed Lot 1 from B-3 and I-1 to I-1. In this instance, the subdivision of land makes reclassification necessary and desirable to eliminate split zoning. The proposed I-1 classification would be in keeping with the Future Land Use Map I-1 Light Industry classification for the site. The Rezoning process should be completed prior to signing the Final Plat for the proposed subdivision.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

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

1. Completion of the Rezoning process from B-3 and I-1 to I-1 for proposed Lot 1 prior to signing the Final Plat;
2. Retention of the lot size labels in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
3. Dedication to provide 35 feet from the centerline of Halls Mill Road along the site frontage;
4. Retention of the 25-foot minimum building setback line along Halls Mill Road as measured from the dedicated right-of-way;
5. Placement of a note on the Final Plat stating that no structures are allowed in any easement without permission of the easement holder;
6. Provision of a sidewalk along Halls Mill Road at time of new construction/expansion, or submission of a Sidewalk Waiver for the lot;
7. Compliance with all Engineering comments noted in this staff report;

8. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
9. Compliance with all Urban Forestry comments noted in this staff report; and,
10. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

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

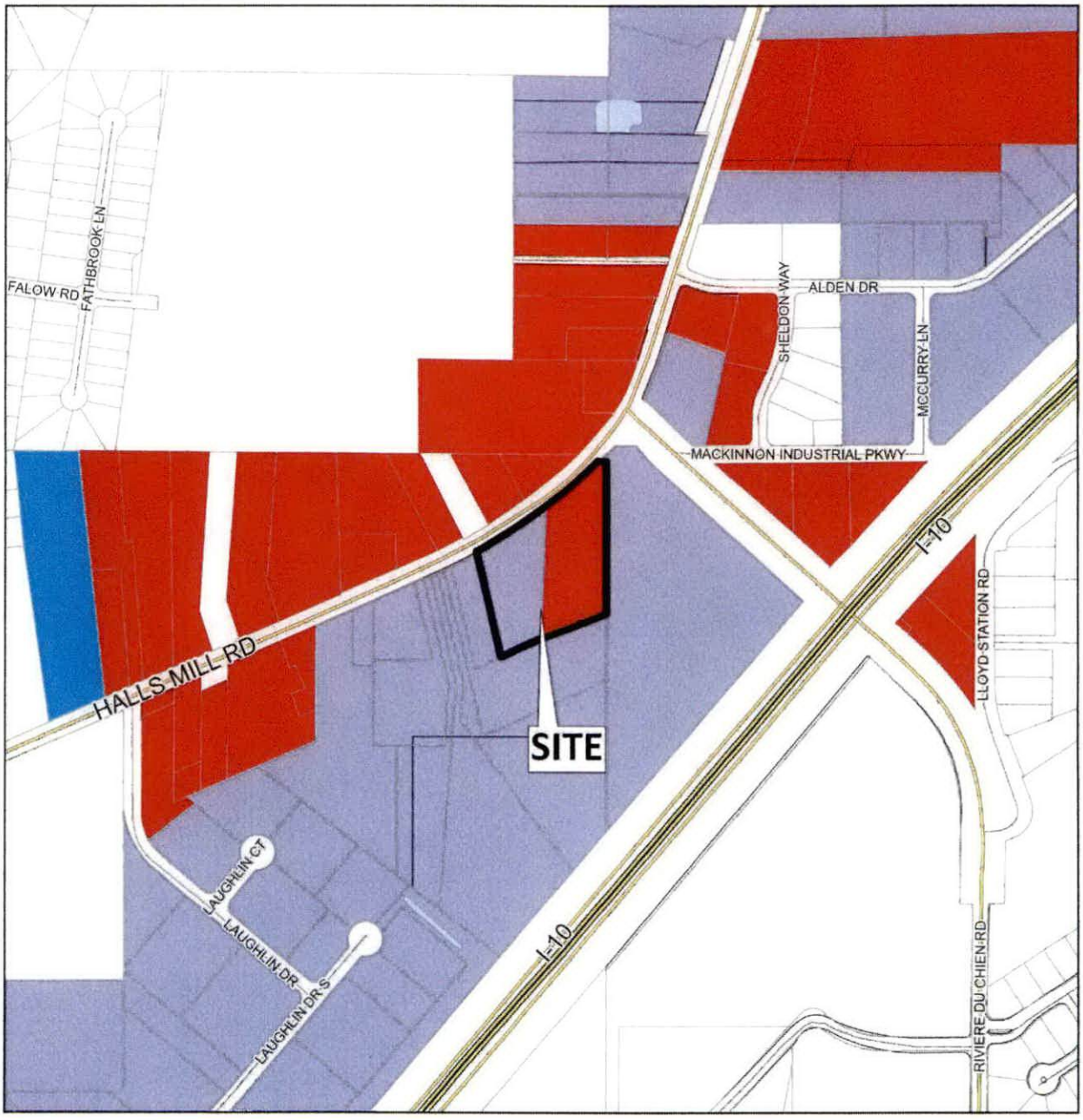
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

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

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

LOCATOR ZONING MAP



APPLICATION NUMBER 6 DATE November 2, 2023

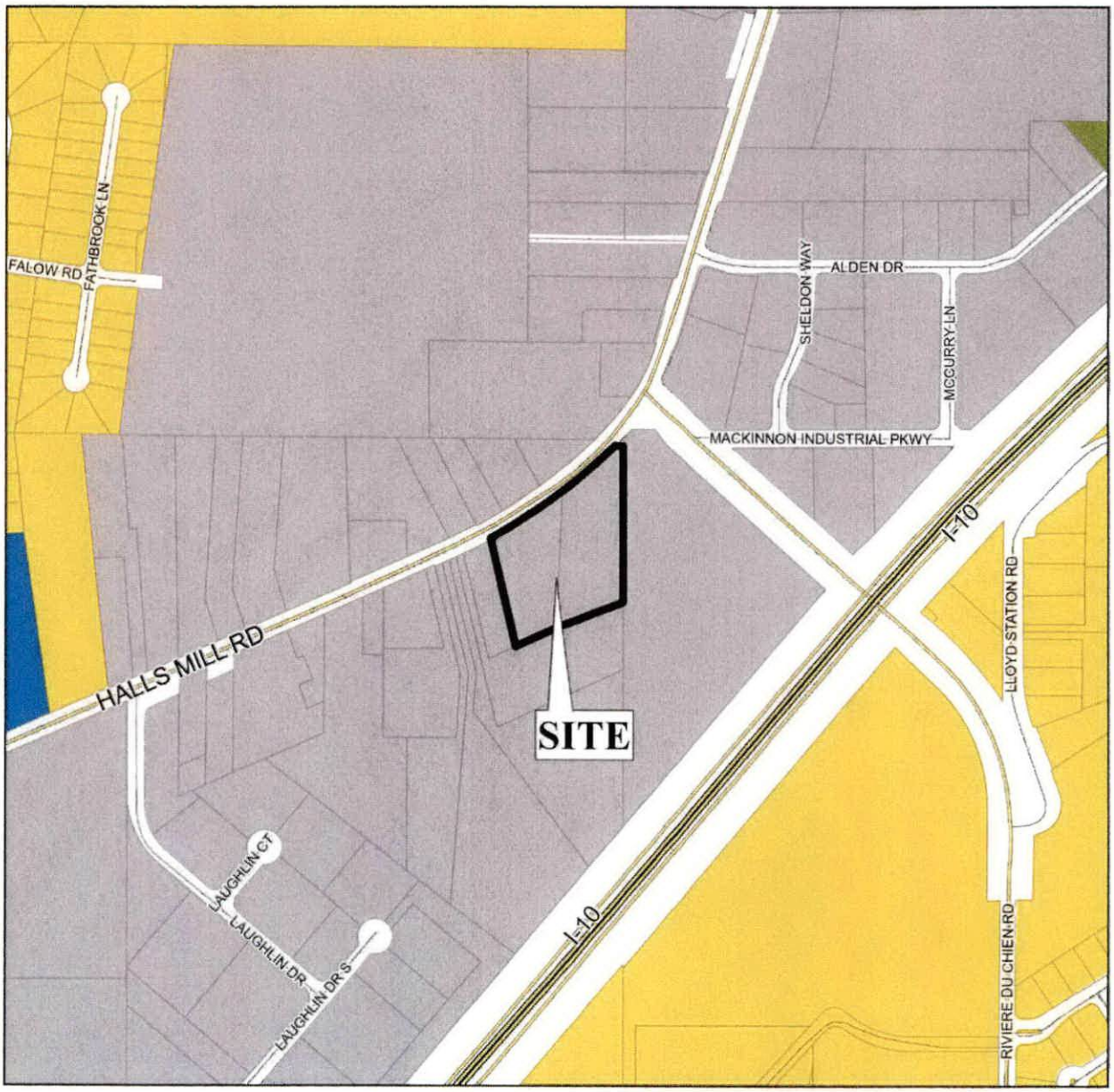
APPLICANT Kitchens-Persons Subdivision

REQUEST Subdivision, and Rezoning from I-1 and B-3 to I-1

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 6 DATE November 2, 2023

APPLICANT Kitchens-Persons Subdivision

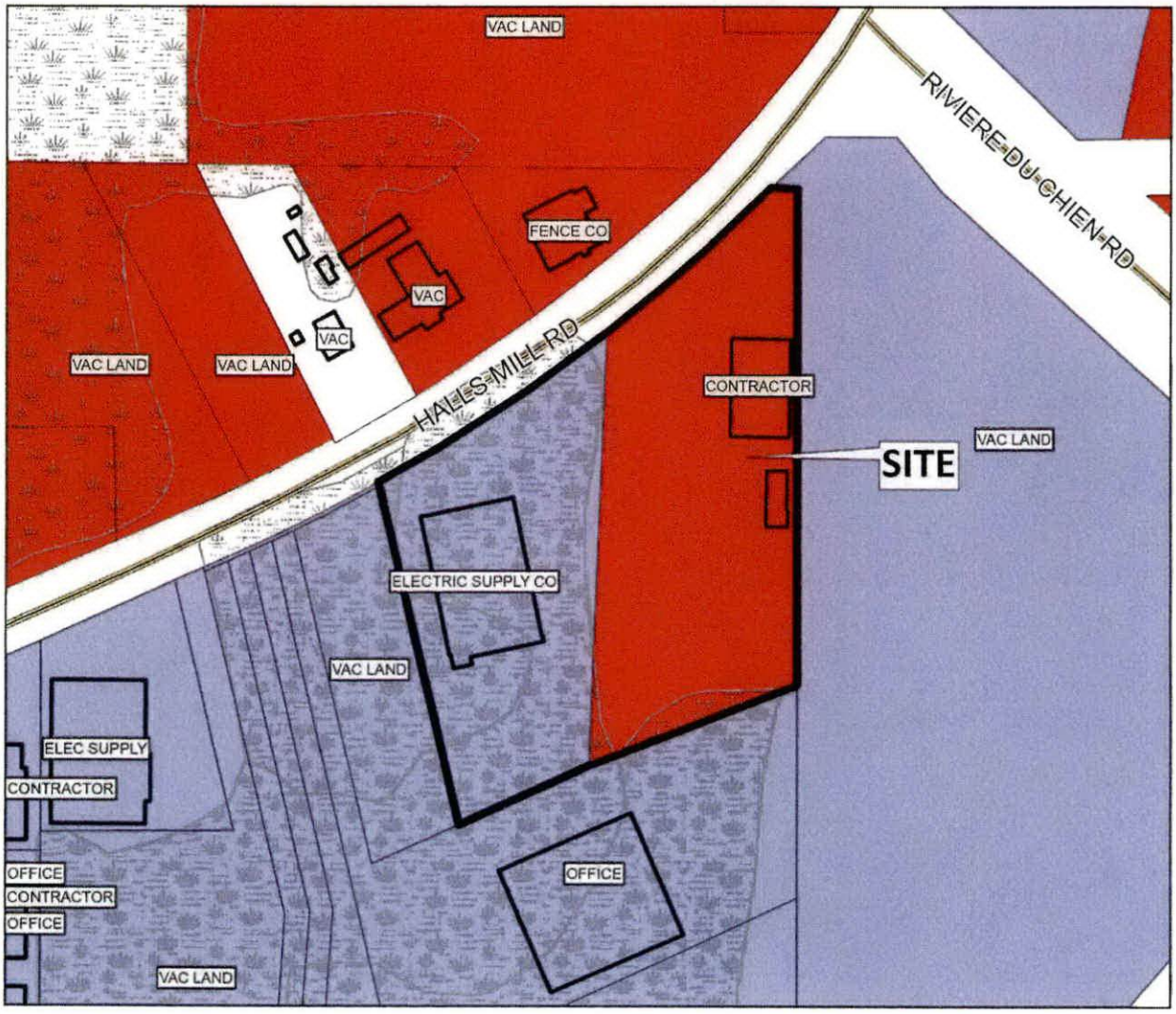
REQUEST Subdivision, and Rezoning from I-1 and B-3 to I-1

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

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and industrial units.

APPLICATION NUMBER 6 DATE November 2, 2023

APPLICANT Kitchens-Persons Subdivision

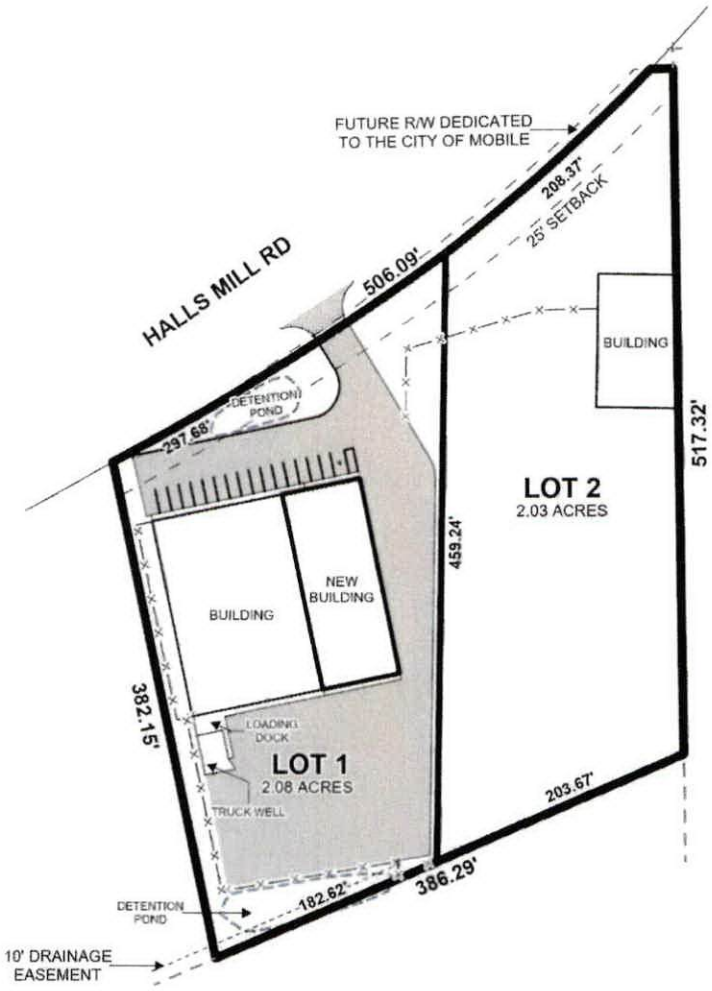
REQUEST Subdivision, and Rezoning from I-1 and B-3 to I-1

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	

N

NTS

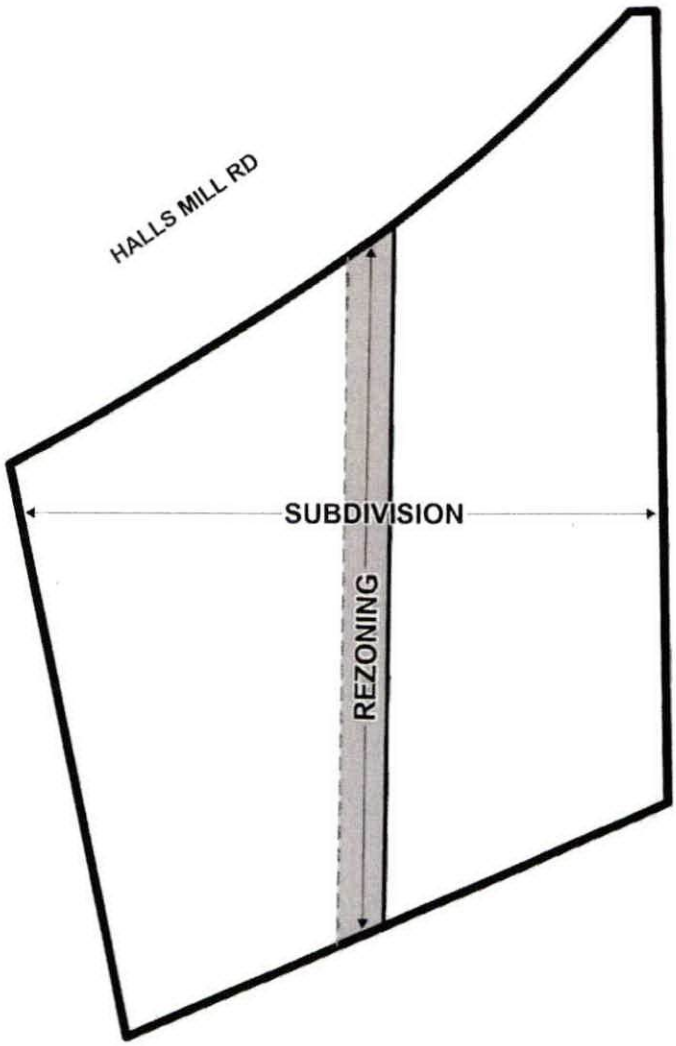
SITE PLAN



The site plan illustrates the proposed lots,
existing buildings. new buildings ponds, and setbacks

APPLICATION NUMBER 6 DATE November 2, 2023 APPLICANT Kitchens-Persons Subdivision REQUEST Subdivision, and Rezoning from I-1 and B-3 to I-1	N NTS

DETAIL SITE PLAN



APPLICATION NUMBER 6 DATE November 2, 2023

APPLICANT Kitchens-Persons Subdivision

REQUEST Subdivision, and Rezoning from I-1 and B-3 to I-1

N

NTS

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

Zoning District Correspondence Matrix

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

LIGHT INDUSTRY (LI)

This land use designation applies to an array of modern, low-impact industrial uses that include assembly and processing, warehousing, distribution and wholesaling facilities. The bulk of the light industrial use must be contained within a building or facility. If a light industrial use requires outside storage, the storage must be limited in area and appropriately screened from view in accordance to specific zoning requirements. This designation may also include uses such as complementary offices and retail.

LI also includes areas that may be regarded as "industrial business", where the land uses include business administration and logistics operations for industrial concerns, building trade contractors facilities and advance research facilities, as well as stand-alone educational, scientific and industrial research facilities, or any combination of those facilities located in light industrial and technology parks. Many parcels used for industrial business are smaller and scattered throughout Mobile. For this reason, these parcels are not singled out in the FLUM, but rather are addressed through zoning.

Light industrial uses are characterized by attractive, accessible and connected development, compatible with the character of surrounding neighborhoods. Development may take the form of planned campuses in park-like settings or unified design corridors, with consideration to factors such as site and building orientation, building design, landscaping and buffering, lighting, continuity of pedestrian networks, access and connectivity to transit and to freight transportation.

Heavy commercial and, in some cases, high-density residential land uses may serve as transitions between LI and other, lower-intensity land use designations. Protection buffers may also be required by zoning.

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Sponsored by:

Councilmember Reynolds

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	11/16/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/16/2023 - 1:10 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 4354 and 4364 Halls Mill Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **November 21, 2023,** a public hearing will be held on the **19th day of December, 2023,** at 10:30 a.m., to consider adoption of an ordinance to rezone property located at **4354 and 4364 Halls Mill Road** from **R-1, Single-Family Residential Suburban District and B-3, Community Business Suburban District, to I-1, Light Industry District.**

The public hearing will be held at the **History Museum of Mobile, 111 S. Royal Street,** Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

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

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

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

COMMENCING AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE WESTWARDLY 544.00 FEET TO A HALF INCH OPEN TOP IRON FOUND AT THE NORTHWEST CORNER OF THE MOBILE FENCE COMPANY PROPERTY AS DESCRIBED IN INSTRUMENT NO. 2019057190, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE WITH AN INTERIOR ANGLE OF 61° 10' RUN SOUTH 30° 07' 30" EAST ALONG THE WEST LINE OF THE MOBILE FENCE COMPANY PROPERTY 266.70 FEET TO A POINT ON THE NORTH LINE OF HALLS MILL ROAD; THENCE SOUTHWESTWARDLY ALONG SAID NORTH LINE AND ALONG THE ARC OF A CURVE 111.33 FEET (CHORD BEARS SOUTH 60° 17' 51" WEST 111.32 FEET); THENCE NORTH 25° 47' 26" WEST 10.00 FEET TO THE SOUTHEAST CORNER OF LOT 2, STEWART COMMERCIAL SUBDIVISION AS RECORDED IN MAP BOOK 96, PAGE 26 OF THE AFORESAID RECORDS; THENCE SOUTHWESTWARDLY ALONG THE NORTH LINE OF HALLS MILL ROAD AND ALONG THE ARC OF A 3086.84 FOOT RADIUS CURVE 105.24 FEET TO THE SOUTHWEST CORNER OF LOT 2; THENCE NORTH 25° 47' 16" WEST 363.31 FEET TO THE

NORTHWEST CORNER OF LOT 2; THENCE SOUTH 88° 26' 10" EAST 118.37 FEET TO THE NORTHEAST CORNER OF LOT 2; THENCE NORTH 88° 47' 12" EAST 99.96 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from R-1, Single-Family Residential Suburban District and B-3, Community Business Suburban District, to I-1, Light Industry District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a I-1, Light Industry District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a I-1, Light Industry District until all of the conditions set forth below have been complied with: 1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 19th day of December, 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 Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 29th day of November, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **4354 & 4364 Halls Mill Road.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-1, Single-Family Residential Suburban District and B-3, Community Business Suburban District, to I-1, Light Industry District.** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **I-1** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **I-1** districts until the following conditions have been complied with: **1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.**

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

AN ORDINANCE 2023

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

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

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

COMMENCING AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE WESTWARDLY 544.00 FEET TO A HALF INCH OPEN TOP IRON FOUND AT THE NORTHWEST CORNER OF THE MOBILE FENCE COMPANY PROPERTY AS DESCRIBED IN INSTRUMENT NO. 2019057190, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE WITH AN INTERIOR ANGLE OF 61° 10' RUN SOUTH 30° 07' 30" EAST ALONG THE WEST LINE OF THE MOBILE FENCE COMPANY PROPERTY 266.70 FEET TO A POINT ON THE NORTH LINE OF HALLS MILL ROAD; THENCE SOUTHWESTWARDLY ALONG SAID NORTH LINE AND ALONG THE ARC OF A CURVE 111.33 FEET (CHORD BEARS SOUTH 60° 17' 51" WEST 111.32 FEET); THENCE NORTH 25° 47' 26" WEST 10.00 FEET TO THE SOUTHEAST CORNER OF LOT 2, STEWART COMMERCIAL SUBDIVISION AS RECORDED IN MAP BOOK 96, PAGE 26 OF THE AFORESAID RECORDS; THENCE SOUTHWESTWARDLY ALONG THE NORTH LINE OF HALLS MILL ROAD AND ALONG THE ARC OF A 3086.84 FOOT RADIUS CURVE 105.24 FEET TO THE SOUTHWEST CORNER OF LOT 2; THENCE NORTH 25° 47' 16" WEST 363.31 FEET TO THE NORTHWEST CORNER OF LOT 2; THENCE SOUTH 88° 26' 10" EAST 118.37 FEET TO THE NORTHEAST CORNER OF LOT 2; THENCE NORTH 88° 47' 12" EAST 99.96 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from **R-1, Single-Family Residential Suburban District and B-3, Community Business Suburban District, to I-1, Light Industry District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said

Ordinance in a **I-1, Light Industry District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **I-1, Light Industry District** until all of the conditions set forth below have been complied with: **1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.**

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

Adopted:

Lisa Lambert, City Clerk

HMR One Subdivision (Byrd Surveying, Inc, Agent)
4354 & 4364 Halls Mill Road
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

November 15, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on November 2, 2023 considered the request of **HMR One Subdivision (Byrd Surveying, Inc, Agent)** for a change in zoning from **R-1, Single-Family Residential Suburban District and B-3, Community Business Suburban District, to I-1, Light Industry District** for the property located at **4354 & 4364 Halls Mill Road.**

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

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 6, 2023

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 4354 & 4364 Halls Mill Road
ZON-UDC-002667-2023
HMR One Subdivision
Kari Givens, Byrd Surveying, Inc.
District 4
Rezoning from Single-Family Residential Suburban District (R-1) and Community Business Suburban District (B-3), to Light Industry District (I-1).

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

At its meeting on November 2, 2023, the Planning Commission considered the above referenced application.

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

A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
B) Compatibility. The proposed amendment is compatible with:
   a. The current development trends, if any, in the vicinity of the subject property;
   b. Surrounding land uses;
   c. Would adversely impact neighboring properties; or
   d. Cause a loss in property values.
C) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
D) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
E) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
F) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

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

The advertising fee for this application based on the current legal description is $372.78. 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
October 10, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: 4354 & 4364 Halls Mill Road
ZON-UDC-002667-2023
HMR One Subdivision
Kari Givens, Byrd Surveying, Inc.
District 4
Rezoning from Single-Family Residential Suburban District (R-1) and Community Business Suburban District (B-3), to Light Industry District (I-1).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, November 2, 2023, at 2:00 p.m. to consider your above referenced application.

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

The proposed application is Rezoning from Community Business Suburban District (B-3) and Light Industry District (I-1), to Light Industry District (I-1); however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, November 1, 2023, to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
October 10, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: 4354 & 4364 Halls Mill Road
ZON-UDC-002667-2023
HMR One Subdivision
Kari Givens, Byrd Surveying, Inc.
District 4
Rezoning from Single-Family Residential Suburban District (R-1) and Community Business Suburban District (B-3), to Light Industry District (I-1).

Dear Property Owner(s):

This letter is to advise property owners within 300 feet, as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, November 2, 2023, at 2:00 p.m., to consider the above referenced application.

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

The proposed application is Rezoning from Community Business Suburban District (B-3) and Light Industry District (I-1), to Light Industry District (I-1); however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission.

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, November 1, 2023, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes. For additional information or assistance, please contact a Planner at (251) 208-5895.

NEIGHBORHOOD MEETING DOCUMENTATION

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

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

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

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
   THE MEETING WAS SCHEDULED FOR 4:15 P.M. ON SEPTEMBER 26, 2023 AT THE CRESTVIEW PARK PAVILLION ON ROLAND DRIVE.

2. What information was presented at the meeting?
   N/A - SEE ATTACHED

3. What concerns were raised during the meeting?
   N/A - SEE ATTACHED

4. Were any modifications made or considered in response to the concerns raised at the meeting?
   N/A - SEE ATTACHED

ATTACHMENT FOR NEIGHBORHOOD MEETING FOR
HMR ONE REZONING

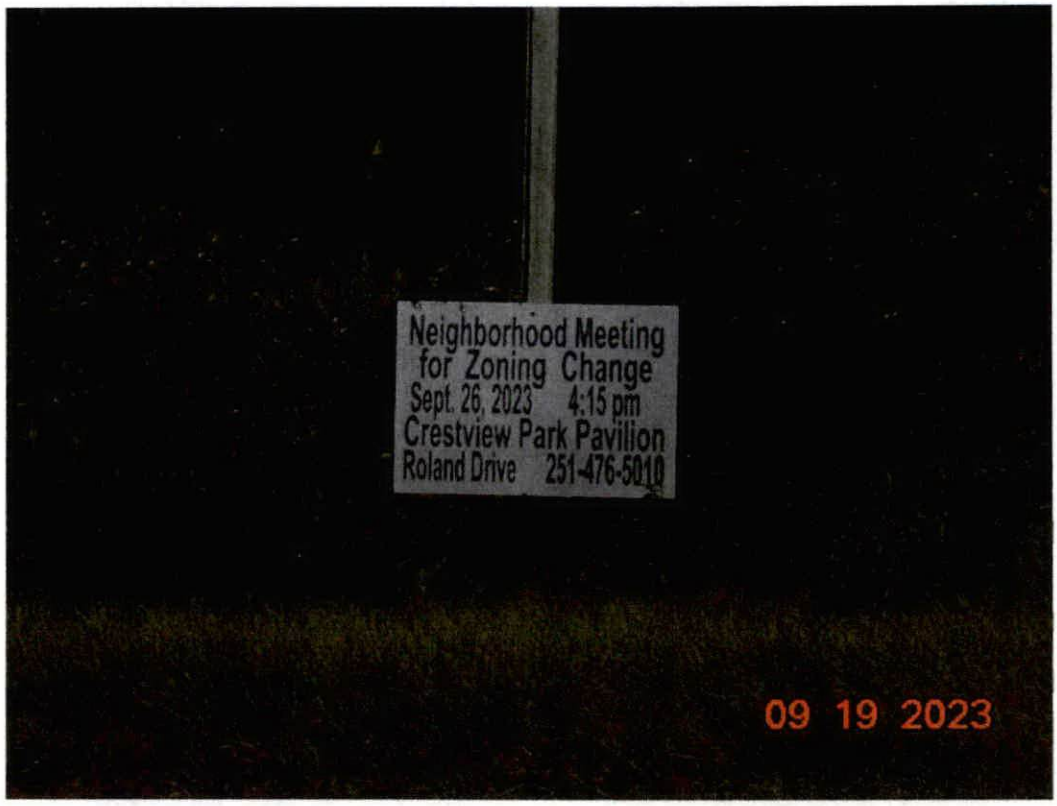
THE MEETING WAS SCHEDULED FOR 4:15 P.M. AND I ARRIVED AT 3:55 P.M. TO PREPARE FOR THE MEETING. AT 4:15 P.M. THERE WAS NO ONE PRESENT FOR THE MEETING. AT 4:30 P.M. THERE WAS NO ONE PRESENT FOR THE MEETING. At 4:45 P.M. THERE WAS NO ONE PRESENT FOR THE MEETING AND I MADE THE DECISION TO LEAVE.

WE HAD MAILED LETTERS TO 13 SURROUNDING PROPERTY OWNERS WITH THE DATE, TIME, AND PLACE OF THE MEETING AND ALSO POSTED THE REQUIRED SIGN ON THE PROPERTY WITH THE DATE, TIME, AND PLACE OF THE MEETING.

THE SIGN AND LETTER HAD MY OFFICE TELEPHONE NUMBER FOR ANYONE TO CALL IF THEY HAD QUESTIONS CONCERNING THE REZONING. AS OF SEPTEMBER 28, 2023, NO ONE HAS CALLED.

SINCERELY,

GERALD D. BYRD


Neighborhood Meeting
for Zoning Change
Sept. 26, 2023 4:15 pm
Crestview Park Pavilion
Roland Drive 251-476-5010
09 19 2023


Neighborhood Meeting
for Zoning Change
Sept. 26, 2023 4:15 pm
Crestview Park Pavilion
Roland Drive 251-476-5010
09 19 2023

Byrd Surveying
2609 Halls Mill Road • Mobile, Alabama 36606
251-476-5010

September 8, 2023

Dear Neighbor,

The owner of 4315 Halls Mill Road is proposing to purchase a strip of land 30' wide from the owner of 4305 Halls Mill Road for an addition to the existing building. The zoning classification for 4315 is I-1 and 4305 is B-3, therefore the city requires a rezoning application to combine the existing 4315 Halls Mill Road property and the 30' strip into a total I-1 zoning classification. The balance of 4305 Halls Mill Road will remain as it exists.

These plans will be further explained at a neighborhood meeting to be held at the pavilion in Crestview Park at 4:15 p.m. on September 26, 2023.

Sincerely,

Gerald D. Byrd

Richard A. Russell
5500 Plantation Road
Theodore, AL 36582

Mobile County
205 Government Street
Mobile, AL 36644

CTCG Assets LLC
4254 Halls Mill Road
Mobile, AL 36693

Mobile Fence Co., Inc.
4308 Halls Mill Road
Mobile, AL 36693

Persons Dev & Const Serv, LLC
4474 Halls Mill Road
Mobile, AL 36693

North Florida, LLC
P. O. Box 81306
Mobile, AL 36689

Halls Mill, LLC
P. O. Box 2862
Mobile, AL 36652

Russell Investments, LLC
5500 Plantation Road
Theodore, AL 36582

Cammie & Larrys Old Dutch Creamery
10901 Longview Drive S.
Grand Bay, AL 36541

Leigh K. Mello
4305 Halls Mill Road
Mobile, AL 36693

TLC Properties, Inc.
c/o The Lamar Companies
P. O. Box 66338
Baton Rouge, LA 70896

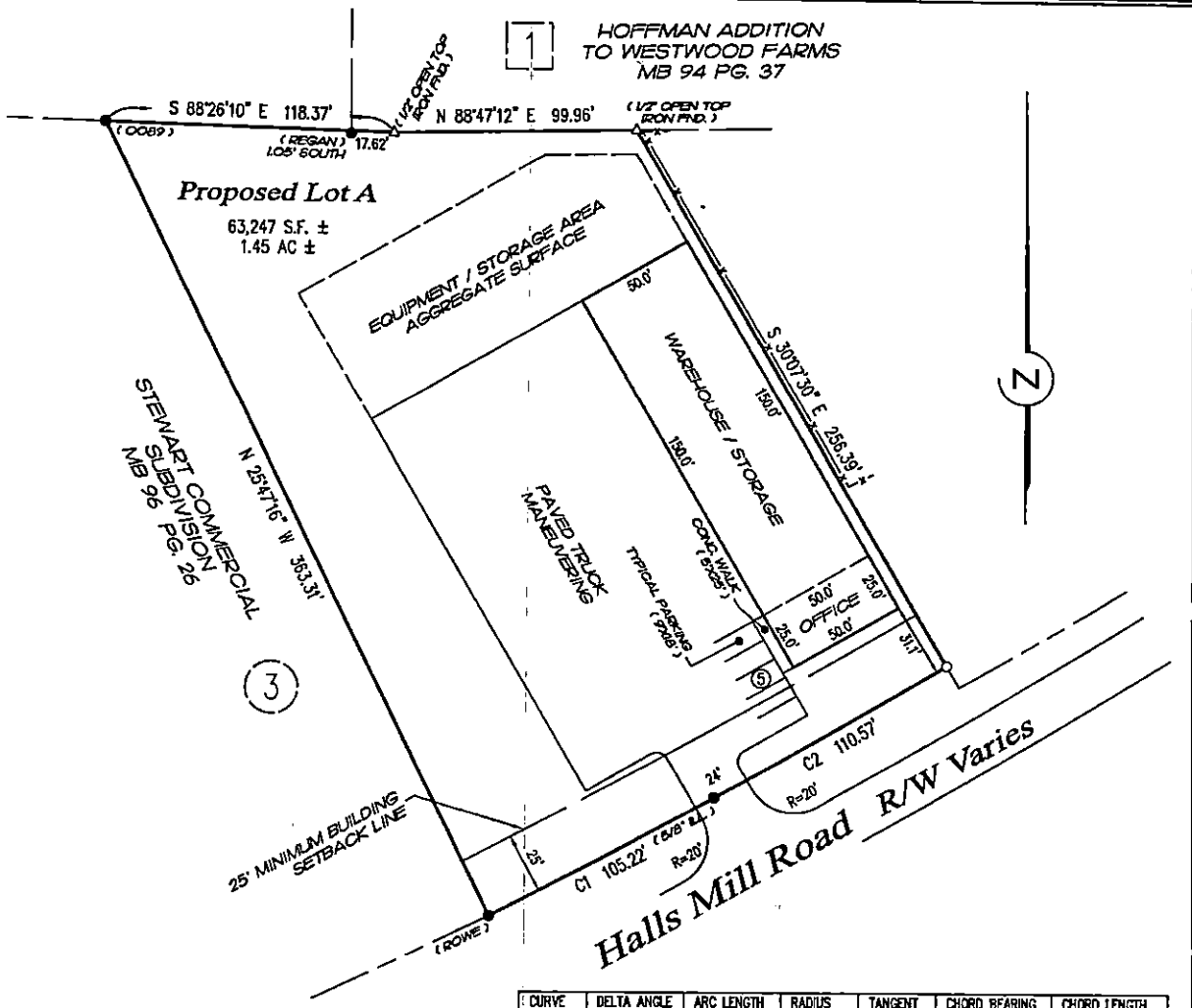
Four Eagles Halls Mill, LLC
c/o Greg Marshall
13905 Shell Belt Road
Bayou La Batre, AL 36509

Garrick Eslava & Wayne Eslava, Jr.
4385 Halls Mill Road
Mobile, AL 36693

NEIGHBORHOOD MEETING FOR
KITCHENS - PERSONS REZONING
AND
HMR ONE REZONING

SEPT. 26, 2023 4:15 PM

NAME	ADDRESS



CURVE	DELTA ANGLE	ARC LENGTH	RADIUS	TANGENT	CHORD BEARING	CHORD LENGTH
C1	01°37'11"	105.22'	3088.84'	52.62'	N 62°07'43" E	105.22'
C2	02°03'08"	110.57'	3086.84'	55.29'	N 60°07'33" E	110.56'

LEGAL DESCRIPTION

COMMENCING AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE WESTWARDLY 544.00 FEET TO A HALF INCH OPEN TOP IRON FOUND AT THE NORTHWEST CORNER OF THE MOBILE FENCE COMPANY PROPERTY AS DESCRIBED IN INSTRUMENT NO. 2019057190, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA FOR THE POINT OF BEGINNING OF THE PROPERTY, HEREIN DESCRIBED; THENCE WITH AN INTERIOR ANGLE OF 61° 10' RUN SOUTH 30° 07' 30" EAST ALONG THE WEST LINE OF THE MOBILE FENCE COMPANY PROPERTY 266.70 FEET TO A POINT ON THE NORTH LINE OF HALLS MILL ROAD; THENCE SOUTHWESTWARDLY ALONG SAID NORTH LINE AND ALONG THE ARC OF A CURVE 111.33 FEET (CHORD BEARS SOUTH 60° 17' 51" WEST 111.32 FEET); THENCE NORTH 25° 47' 26" WEST 10.00 FEET TO THE SOUTHEAST CORNER OF LOT 2, STEWART COMMERCIAL SUBDIVISION AS RECORDED IN MAP BOOK 96, PAGE 26 OF THE AFORESAID RECORDS; THENCE SOUTHWESTWARDLY ALONG THE NORTH LINE OF HALLS MILL ROAD AND ALONG THE ARC OF A 3086.84 FOOT RADIUS CURVE TO THE RIGHT 105.22 FEET TO THE SOUTHWEST CORNER OF LOT 2; THENCE NORTH 25° 47' 16" WEST 363.31 FEET TO THE NORTHWEST CORNER OF LOT 2; THENCE SOUTH 88° 26' 10" EAST 118.37 FEET TO THE NORTHEAST CORNER OF LOT 2; THENCE NORTH 88° 47' 12" EAST 99.96 FEET TO THE POINT OF BEGINNING.

TO BE KNOWN AS:
LOT A, HMR ONE SUBDIVISION, AS RECORDED IN INSTRUMENT NO. XXXXXXXXXX, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

LANDSCAPE DATA :

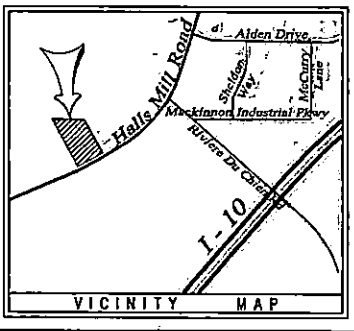
TOTAL AREA	= 63,247 S.F
LANDSCAPING REQUIRED	= 7,590 S.F
LANDSCAPING PROVIDED	= 26,784 S.F
FRONT LANDSCAPING REQUIRED	= 4,554 S.F
FRONT LANDSCAPING PROVIDED	= 4,917 S.F

COMPLETE COMPLIANCE WITH SEC. 64-4.E OF THE ZONING ORDINANCE REGARDING TREE AND LANDSCAPING WILL BE SHOWN ON THE ENGINEERING SITE PLAN FOR CONSTRUCTION.

PARKING REQUIRED :

PROPOSED BUILDING (8750 S.F.)
OFFICES (25'X50') (1250 S.F.) = 5 SPACES
STORAGE/WAREHOUSE (7500 S.F.) (NO EMPLOYEES) = 0 SPACE

PARKING PROVIDED = 5 SPACES



REZONING: B-3 & R-1 TO I-1
FOR
HMR ONE SUBDIVISION

BYRD SURVEYING

2609 HALLS MILL ROAD
(251) 476-5010
SCALE : 1" = 30'

MOBILE , ALABAMA
BYRD@BYRDSURVEYING.BIZ
SEPTEMBER 12, 2023

(R) = RECORD MEASUREMENT FROM DEED, PLATS, OR OTHER RECORDED INSTRUMENTS
(C) = CALCULATED BEARINGS AND/OR DISTANCES BASED ON FIELD MEASUREMENTS
▲ = OPEN TOP IRON FOUND ● = BYRD SURVEYING, INC. 5/8" CAPPED REBAR SET
▲ = CRIMP TOP IRON FOUND ● = CAPPED REBAR FOUND (COMPANY NAME)
U.T.S. = UNABLE TO SET CORNER
F.F.E. = FINISH FLOOR ELEVATION
O.U. = OVERHEAD UTILITIES
N.& B.C. = NAIL & BOTTLE CAP
"X" = "X" IN CONCRETE
REF. = REFERENCE IRON
= FENCE
□ = CONCRETE MONUMENT
ASPH. = ASPHALT
CONC. = CONCRETE
G.W. = GUY WIRE
U.P. = UTILITY POLE
N & T = NUB & TACK
R/R = RAILROAD SPIKE
FND. = OBJECT FOUND
O.P. = OPEN PORCH
R/W = RIGHT OF WAY
DB = DEED BOOK
MB = MAP BOOK
RPB-REAL PROPERTY BOOK

2385279

City of Mobile · Planning & Zoning

Planning Commission Application

For hard copy submissions, SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

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

☐ **Planned Development**
Checklist C

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

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

---

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

	Applicant	Agent (If Applicable)
Name:	KARI GIVENS	
Firm:	BYRD SURVEYING	
Phone:	251-476-5010	
Email:	byrd@byrdsurveying.biz	
Address:	2609 HALLS MILL ROAD	

	Owner	Design Professional
Name:	WALTER TIDWELL & JOSEPH PENTON, JR.	
Firm:		
Phone:	251-510-5506	
Email:		
Address:	4354 & 4364 HALLS MILL ROAD	

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

4354 & 4364 HALLS MILL ROAD — Property Address

63247 SF — Property Area (acres or square feet)

KEY #03229438 & #01129950 — Parcel Number(s) or Key Number(s)

B-3 & R-1 — Present Zoning or Transect District

I-1 — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Walter R Tidwell — Owner Signature

Bradford J Penton

Kari P. Given — Applicant or Agent Signature (if applicable)

9/18/23 — Date

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

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

Kari P. Given — Applicant or Agent Signature

9/18/23 — Date

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

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

THE FUTURE LAND USE MAP FOR THIS PROPOSAL AS WELL AS ALL PROPERTIES IN THE SURROUNDING AREAS WILL BE UTILIZED AS A LIGHT INDUSTRIAL CLASSIFICATION.

LIGHT INDUSTRY — Future Land Use Map (FLUM) Designation

I-1 — Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ☐ No

If yes, describe the error

UNKNOWN

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

THIS PROPOSAL WILL ADD A NEW BUILDING TO TWO LOTS THAT HAVE BEEN VACANT FOR A LONG PERIOD OF TIME. ADDITIONAL BUSINESS IN THIS AREA WILL CREATE MORE VISIBILITY HELP PREVENT CRIME.

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

BOTH SIDES OF HALLS MILL ROAD FROM 4172 HALLS MILL TO 4490 HALLS MILL (TOTAL OF 4590 FEET) IS ZONED I-1 & B-3. THIS HAS EVOLVED OVER THE PAST 10 YEARS AS VARIOUS COMPANIES HAVE RELOCATED THEIR BUSINESS.

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

1. Describe the current development trends in the area of the property.
   OVER THE PAST 10 YEARS THIS AREA HAS DEVELOPED WITH I-1 AND B-3 ZONING.

2. Describe the surrounding land uses.
   THE SURROUNDING PROPERTIES ARE DEVELOPED AS OFFICE / WAREHOUSES WITH AGGREGATE EQUIPMENT STORAGE OR LAYDOWN YARDS.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   THERE SHOULD NOT BE ANY NEGATIVE IMPACTS TO THE NEIGHBORING PROPERTIES.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   ALL NECESSARY INFRASTRUCTURE IS EXISTING.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   THIS PROPOSAL WILL BRING NEW OR EXPANDING BUSINESS TO THE CITY AND WILL INCREASE THE TAX BASE.

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

N/A

CONTACT INFORMATION and SIGNATURES – for online applications
Mobile City Planning Commission and Board of Zoning Adjustment

APPLICANT(S)

The undersigned submits the associated application for consideration by the Mobile City Planning Commission or the Board of Zoning Adjustments.

Kari P. Givens Date: 9/12/23

Signature of owner or authorized agent of owner is required to file (if applicant is not the owner).

Type name:	KARI P. GIVENS
Business Name:	BYRD SURVEYING, INC.
Address:	2609 HALLS MILL ROAD
City, State, Zip Code:	MOBILE, ALABAMA 36606
Telephone:	251-476-5010 Email:

PROPERTY OWNER(S)

Signature of property owner, or letter (separately attached electronically) from (each) property owner authorizing applicant to submit application.

Signature: Date: 9/20/23

Type name:	JOSEPH W. PENTON, JR.
Business Name:	
Address:	5453 OLD SHELL ROAD, APT. 106
City, State, Zip Code:	MOBILE, AL 36608
Telephone:	251-656-4284 Email:

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

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

Signature: Bradford J. Penton Date: 9-20-23

Type name: JOSEPH W. PENTON, JR.

Use additional pages / copies of this form as needed.

CONTACT INFORMATION and SIGNATURES – for online applications
Mobile City Planning Commission and Board of Zoning Adjustment

APPLICANT(S)

The undersigned submits the associated application for consideration by the Mobile City Planning Commission or the Board of Zoning Adjustments.

Kari P. Given Date: 9/12/23

Signature of owner or authorized agent of owner is required to file (if applicant is not the owner).

Type name:	KARI P. GIVENS
Business Name:	BYRD SURVEYING, INC.
Address:	2609 HALLS MILL ROAD
City, State, Zip Code:	MOBILE, ALABAMA 36606
Telephone:	251-476-5010 Email:

PROPERTY OWNER(S)

Signature of property owner, or letter (separately attached electronically) from (each) property owner authorizing applicant to submit application.

Signature: Walter P Tidwell Date: 9/20/23

Type name:	WALTER P. TIDWELL
Business Name:	
Address:	3305 ANSON COURT
City, State, Zip Code:	MOBILE, AL 36605
Telephone:	251-656-4284 Email:

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

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Signature: Walter P Tidwell Date: 9-20-23

Type name: WALTER P. TIDWELL

Use additional pages / copies of this form as needed.

THE STATE OF ALABAMA

COURT OF PROBATE

COUNTY OF MOBILE

CASE NO. 2017-1577

RE: JOSEPH WOODROW PENTON JR, DECEASED

LETTERS TESTAMENTARY

The Will of JOSEPH WOODROW PENTON JR, deceased, having been duly admitted to record in said county, Letters Testamentary are hereby granted to BRADFORD JOSEPH PENTON SR, the Personal Representative named in said will, who has complied with the requisites of the laws and who is authorized to take upon himself the execution of such will. Except as restricted or otherwise provided by said will, the Personal Representative is authorized to administer the estate in accordance with the powers and duties set out pursuant to *Ala. Code* §§43-2-830, et seq. (1975). Unless otherwise provided by the will, the powers and duties of said Personal Representative specifically include, but are not limited to, gathering and retaining estate assets, paying taxes, fees, and expenses, including court costs, incident to the administration of the estate.

ORDERED this 21st day of September, 2017.

/S/DON DAVIS
DON DAVIS, Judge of Probate

CERTIFIED COPY
DON DAVIS, JUDGE OF PROBATE
MOBILE COUNTY, ALABAMA

By: _____
C. MARK ERWIN, Chief Clerk

THE STATE OF ALABAMA

COURT OF PROBATE

COUNTY OF MOBILE

CASE NO. 2017-1577

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ORDERED this 21st day of September, 2017.

/S/DON DAVIS

DON DAVIS, Judge of Probate

CERTIFIED COPY
DON DAVIS, JUDGE OF PROBATE
MOBILE COUNTY, ALABAMA

By: _____

C. MARK ERWIN, Chief Clerk

IN THE PROBATE COURT OF MOBILE COUNTY, ALABAMA

IN THE MATTER OF

CASE NO. 2017-1577

JOSEPH WOODROW PENTON JR,

Deceased.

ORDER

Petition to probate last will and testament dated May 18, 2017 of the above named decedent is hereby **GRANTED** this date.

It is ORDERED that Letters Testamentary under the last will and testament of JOSEPH WOODROW PENTON JR, deceased, do forthwith issue to BRADFORD JOSEPH PENTON SR, as prayed.

It is further **ORDERED** that the Personal Representative shall not deposit with his legal counsel, and legal counsel shall not receive, any funds or other assets of this estate which exceed the total sum/value of $10,000 without prior approval of the Court. Any estate funds appropriately held by legal counsel shall be placed in an interest account unless said funds are to be disbursed with forty-five (45) days of receipt by legal counsel.

The Personal Representative is **ORDERED** to report to the Court if any litigation involving a wrongful death or personal injury claim is commenced in another court. If same is reported, the Personal Representative shall file with this Court a petition to determine the heirs of the decedent.

Dated this 21st day of September, 2017.

DON DAVIS, Judge of Probate

THE STATE OF ALABAMA

COURT OF PROBATE

COUNTY OF MOBILE

CASE NO. 2017-1577

RE: JOSEPH WOODROW PENTON JR, DECEASED

LETTERS TESTAMENTARY

The Will of JOSEPH WOODROW PENTON JR, deceased, having been duly admitted to record in said county, Letters Testamentary are hereby granted to BRADFORD JOSEPH PENTON SR, the Personal Representative named in said will, who has complied with the requisites of the laws and who is authorized to take upon himself the execution of such will. Except as restricted or otherwise provided by said will, the Personal Representative is authorized to administer the estate in accordance with the powers and duties set out pursuant to *Ala. Code* §§43-2-830, et seq. (1975). Unless otherwise provided by the will, the powers and duties of said Personal Representative specifically include, but are not limited to, gathering and retaining estate assets, paying taxes, fees, and expenses, including court costs, incident to the administration of the estate.

ORDERED this 21st day of September, 2017.

DON DAVIS, Judge of Probate

THE STATE OF ALABAMA

COURT OF PROBATE

COUNTY OF MOBILE

CASE NO. 2017-1577

RE: JOSEPH WOODROW PENTON JR, DECEASED

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ORDERED this 21st day of September, 2017.

/S/DON DAVIS

DON DAVIS, Judge of Probate

CERTIFIED COPY
DON DAVIS, JUDGE OF PROBATE
MOBILE COUNTY, ALABAMA

By: _____

C. MARK ERWIN, Chief Clerk

ALABAMA

Center for Health Statistics
ALABAMA CERTIFICATE OF DEATH

State File Number 101 2017-21904

1. DECEASED LEGAL NAME: Joseph Woodrow Penton Jr			2. DATE AND TIME OF DEATH: Jun 9, 2017 1328
3. ALIAS NAME(IF ANY): None Given			4. DATE AND TIME PRONOUNCED DEAD
5. COUNTY OF DEATH: Mobile	6. CITY, TOWN OR LOCATION OF DEATH AND ZIP CODE: Grand Bay, 36541	7. PLACE OF DEATH: 10684 Deakle Court	
8. SEX: Male	9. LAST NAME PRIOR TO FIRST MARRIAGE		10. SERVED IN ARMED FORCES: Yes
11. AGE: 75 (UNDER 1 YEAR: MONTHS / DAYS; UNDER 1 DAY: HRS / MINS)	12. DATE OF BIRTH: Feb 26, 1942	13. BIRTHPLACE (State or Foreign Country): Alabama	14. SOCIAL SECURITY NUMBER: 418-52-1794
15. MARITAL STATUS: Married	16. SURVIVING SPOUSE NAME PRIOR TO FIRST MARRIAGE: Cheryl Wilson		17. RESIDENCE STATE: Alabama
18. RESIDENCE COUNTY: Mobile	19. CITY, TOWN OR LOCATION AND ZIP CODE: Grand Bay, 36541	20. STREET ADDRESS: 10684 Deakle Court	
21. INFORMANT NAME, RELATIONSHIP AND ADDRESS: Cheryl Penton, Wife, 10684 Deakle Court, Grand Bay, AL 36541			
22. FATHER/PARENT NAME PRIOR TO FIRST MARRIAGE: Joseph Woodrow Penton Sr	23. MOTHER/PARENT NAME PRIOR TO FIRST MARRIAGE: Carrie Emily Golden		
24. DISPOSITION OF BODY: Burial	25. CEMETERY OR CREMATORY: Mobile Memorial Gardens	26. LOCATION: Mobile, Alabama	
27. DATE OF DISPOSITION: Jun 13, 2017	28. FUNERAL DIRECTOR: Martin J Powers	29. LICENSE NUMBER	30. DATE SIGNED: Jun 13, 2017
31. FUNERAL HOME NAME AND ADDRESS: Mobile Memorial Gardens Funeral Home, 6040 Three-Notch Rd, Mobile, AL 36619			32. LICENSE NUMBER

33. MEDICAL CERTIFICATION: X CERTIFYING PHYSICIAN ___ MEDICAL EXAMINER ___ CORONER

34. NAME: Daniel Howard Spriggs MD		35. LICENSE NUMBER: 13749	36. DATE SIGNED: Jun 9, 2017
37. ADDRESS OF PERSON WHO COMPLETED CAUSE OF DEATH: 1903 Springhill Avenue, Mobile, Alabama 36606			
38. REGISTRAR: Catherine Molchan Donald			39. DATE FILED: Jun 13, 2017

CAUSE OF DEATH

40. PART I. DISEASES, INJURIES OR COMPLICATIONS THAT CAUSED DEATH

		INTERVAL
IMMEDIATE CAUSE	A. Carcinoma of esophagus with liver mets	Unknown
	DUE TO (OR AS A CONSEQUENCE OF):	
UNDERLYING CAUSE	B.	
	DUE TO (OR AS A CONSEQUENCE OF):	
	C.	
	DUE TO (OR AS A CONSEQUENCE OF):	
	D.	

41. PART II. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH

42. MANNER OF DEATH	43. PREGNANT (IF FEMALE)	44. AUTOPSY	45. FINDINGS CONSIDERED	46. TOXICOLOGY	47. FINDINGS CONSIDERED	48. TOBACCO USE CONTRIBUTED TO DEATH
Natural Causes		No		No		No

49. HOW INJURY OCCURRED

50. DATE AND TIME OF INJURY	51. INJURY AT WORK	52. IF TRANSPORTATION INJURY, SPECIFY
53. PLACE OF INJURY	54. LOCATION OF INJURY	

ADPH HS 82/REV 01-16

This is an official certified copy of the original record filed in the Center of Health Statistics, Alabama Department of Public Health, Montgomery, Alabama. 2017-361-456-5

August 9, 2017

Catherine M. Donald

Catherine Molchan Donald
State Registrar of Vital Statistics

LAST WILL AND TESTAMENT
OF
JOSEPH W. PENTON, JR.

STATE OF ALABAMA

COUNTY OF MOBILE

KNOW ALL MEN BY THESE PRESENTS that I, JOSEPH W. PENTON, JR., a resident of Mobile County, Alabama, residing specifically at 10684 Deakle Court Grand Bay, AL 36541, being over the age of nineteen (19) years and of sound mind and disposing memory, do hereby make and publish this, my Last Will and Testament and do hereby expressly revoke all other wills or codicils heretofore made by me.

ONE

I nominate and appoint my son, BRADFORD JOSEPH PENTON, of Mobile County, Alabama, as Executor of this my Last Will and Testament. No Executor shall be required to give bond or to file any inventory or settlement of my estate in any court whatsoever.

TWO

I direct that all of my just and legal debts, including any expenses of my last illness or funeral, and any pledges to charitable organizations made by me prior to my death, be paid out of my estate by my Executor as soon as practicable after my death; provided that installment obligations secured by mortgages or liens on real or personal property shall be paid only as installments become due unless it is clearly in the interest of my estate that they be prepaid.

THREE

I GIVE, DEVISE and BEQUEATH my real and personal property located at 4354 Halls Mill Road, Mobile, AL 36693 (located at Halls Mill Road and Riviere Du Chen Rd.) to my son

Initial Here _____

Bradford Joseph Penton. I also give my white 2008 Ford F-250 (VIN 1FTSX20R88EC35579), which I have previously given to him, to my son, Bradford Joseph Penton. Any remaining assets including any bank accounts, and any remaining residue of real and personal property and mixed wheresoever situated, shall go to my wife, CHERYL W. PENTON.

FOUR

I hereby provide and clothe any Executor named herein with the following powers and authority in addition to all those conferred upon the Executor by law, and all in the complete discretion of the Executor: to retain indefinitely any assets received into the Estate; to manage, improve, transfer, sell, lease, deal with, exchange, invest or reinvest (without regard to any constitutional, regulatory, statutory or judicially determined limitations) or otherwise to dispose of any or all of my property, real or personal, tangible or intangible, at public or private sale, with or without notice; to borrow money for the benefit of the Estate and if required to do so to secure the same by collateral or mortgage or deed of trust or other security, but this power shall be used only with the greatest caution; any leases executed by the Executor may be for terms within or beyond the duration of the Estate, including the granting of oil, gas and mineral lease; in any divisions or distributions hereunder to make them from any asset or assets of the Estate, in cash or in kind and at valuations determined by the Executor; to consent to or participate in corporate reorganizations of any type; to pay out such funds as necessary to protect or preserve any investments; to defer collection of, compromise, arbitrate, settle, discharge, release collateral for or abandon any debts or rights that may be due to me, and to perform and discharge, or to defer payment of or renew, extend or refinance any duties or debts that may be due or owing by me, including the payment of any indebtedness, either of principal or interest, secured by mortgage or otherwise; to execute and

Initial Here

I, JOSEPH W. PENTON, JR., the testator, sign my name to this instrument this 18th day of May 2017, and being first duly sworn do hereby declare to the undersigned authority that I sign and execute this instrument as my last will and that I sign it willingly, that I execute it as my free and voluntary act for the purposes therein expressed, and that I am nineteen years of age or older, of sound mind and under no constraint or undue influence.

Joseph W Penton (Seal)
JOSEPH W. PENTON, JR. (TESTATOR)

We, Emily Penton Herrod and Joseph B Stewart, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Testator signs and executes this instrument as his Last Will and that he signs it willingly, and that each of us, in the presence and hearing of the Testator, hereby signed this Will as witness to the Testator's signing, and that to the best of our knowledge the Testator is nineteen years of age or older, of sound mind, and under no constraint or undue influence.

Emily Penton Herrod
Witness

Joseph B Stewart
Witness

STATE OF ALABAMA
COUNTY OF MOBILE

Subscribed, sworn to and acknowledged before me by, JOSEPH W. PENTON, JR., the testator, and subscribed and sworn to before me by Emily Herrod, and Joseph B Stewart, witnesses, this 18th day of May, 2017.

WILL G. PHILLIPS
My Commission Expires
March 18, 2019

NOTARY PUBLIC
My Commission Expires _____

[OFFICIAL SEAL]

Initial Here JP

deliver any instrument in writing required or desirable for the administration of the Estate, including, but not by way of limitation, deeds, assignments, powers of attorney, contracts, bills of sale, receipts and notes; to continue indefinitely any business in which I may be engaged at the time of my death and to employ agents to operate any such business, and my Executor is hereby exonerated from any loss which may result thereby. It is my intention that the foregoing enumerations shall be broadly interpreted, cumulative and not exclusive as to any powers not specifically recited; and it is my intention to confer upon my Executor, and I do hereby confer upon my Executor, as full power and authority in the management, preservation, protection and disposition of my property, Estate and effects as I myself could exercise if personally present and uninhibited.

IN WITNESS WHEREOF I have hereunto set my hand and seal this the 18th day of May, 2017.

Joseph W. Stemfonbee (SEAL)
JOSEPH W. PENTON, JR.

WITNESS:

Emily Penton Herrod

Residing at: 3731 Shipwatch Ln
Knoxville TN 37920

Joseph Brent Stewart

Residing at: 5161 Southern Oaks Trl
Grand Bay, AL 36541

Initial Here JWP

This Document Was Prepared by:

GREENE & PHILLIPS ATTORNEYS AT LAW
50 N. Florida St.
Mobile, AL 36607
251 478-1115

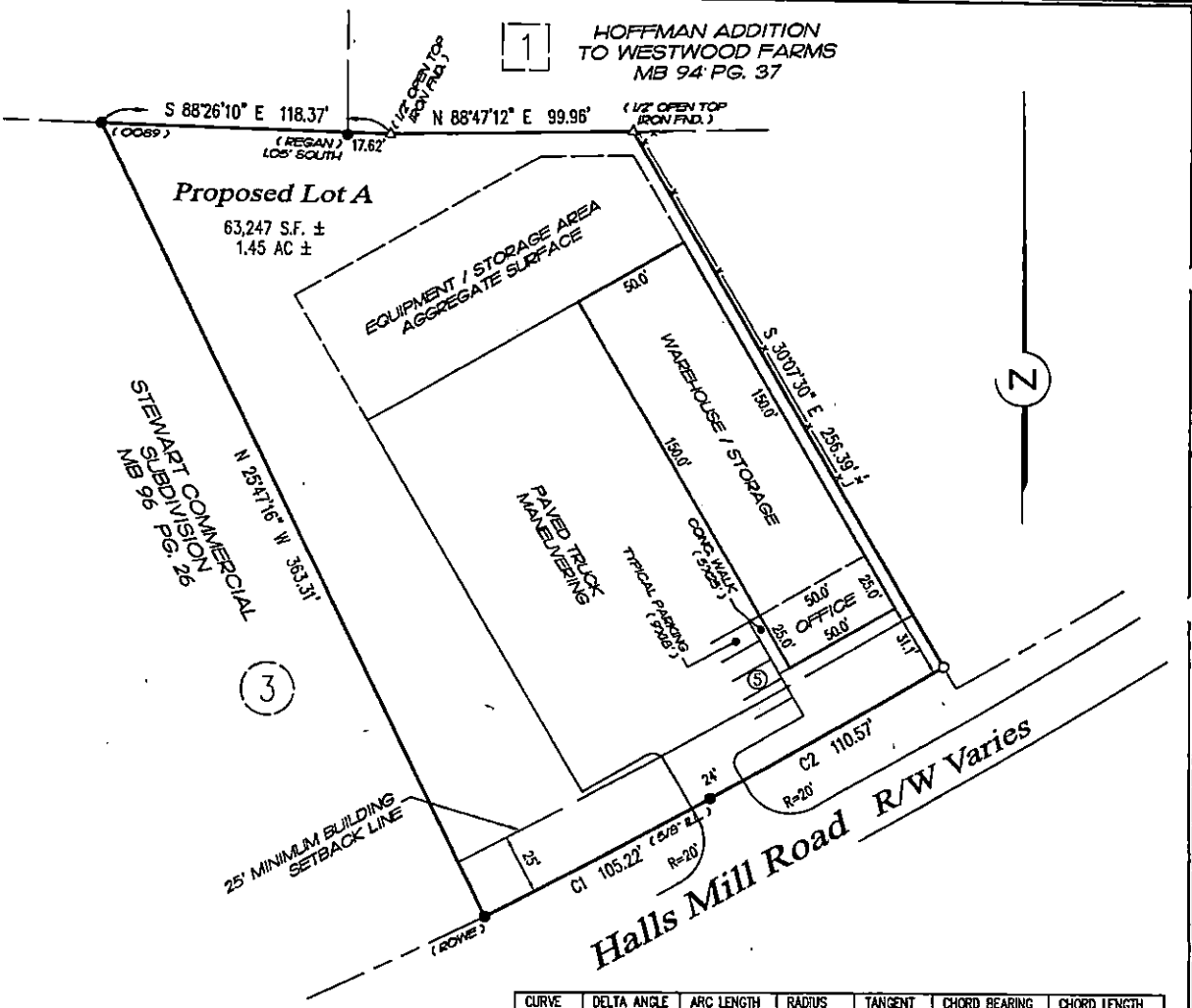
Initial Here____

DESCRIPTION AND JUSTIFICATION FOR
REZONING APPLICATION FOR PROPOSED HMR ONE SUBDIVISION

THIS PROPOSAL WILL ADD A NEW BUILDING TO TWO LOTS THAT HAVE BEEN VACANT FOR A LONG PERIOD OF TIME. ADDITIONAL BUSINESS IN THIS AREA WILL CREATE MORE VISIBILITY TO HELP PREVENT CRIME. THE FUTURE LAND USE MAP FOR THIS PROPOSAL AS WELL AS ALL PROPERTIES IN THE SURROUNDING AREAS WILL BE UTILIZED AS A LIGHT INDUSTRIAL CLASSIFICATION.

LEGAL DESCRIPTION FOR HMR ONE SUBDIVISION & REZONING

COMMENCING AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE WESTWARDLY 544.00 FEET TO A HALF INCH OPEN TOP IRON FOUND AT THE NORTHWEST CORNER OF THE MOBILE FENCE COMPANY PROPERTY AS DESCRIBED IN INSTRUMENT NO. 2019057190, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE WITH AN INTERIOR ANGLE OF 61° 10' RUN SOUTH 30° 07' 30" EAST ALONG THE WEST LINE OF THE MOBILE FENCE COMPANY PROPERTY 266.70 FEET TO A POINT ON THE NORTH LINE OF HALLS MILL ROAD; THENCE SOUTHWESTWARDLY ALONG SAID NORTH LINE AND ALONG THE ARC OF A CURVE 111.33 FEET (CHORD BEARS SOUTH 60° 17' 51" WEST 111.32 FEET); THENCE NORTH 25° 47' 26" WEST 10.00 FEET TO THE SOUTHEAST CORNER OF LOT 2, STEWART COMMERCIAL SUBDIVISION AS RECORDED IN MAP BOOK 96, PAGE 26 OF THE AFORESAID RECORDS; THENCE SOUTHWESTWARDLY ALONG THE NORTH LINE OF HALLS MILL ROAD AND ALONG THE ARC OF A 3086.84 FOOT RADIUS CURVE 105.24 FEET TO THE SOUTHWEST CORNER OF LOT 2; THENCE NORTH 25° 47' 16" WEST 363.31 FEET TO THE NORTHWEST CORNER OF LOT 2; THENCE SOUTH 88° 26' 10" EAST 118.37 FEET TO THE NORTHEAST CORNER OF LOT 2; THENCE NORTH 88° 47' 12" EAST 99.96 FEET TO THE POINT OF BEGINNING.



CURVE	DELTA ANGLE	ARC LENGTH	RADIUS	TANGENT	CHORD BEARING	CHORD LENGTH
C1	01°57'11"	105.22'	3086.84'	52.62'	N 62°07'43" E	105.22'
C2	02°03'08"	110.57'	3086.84'	55.29'	N 60°07'33" E	110.56'

LEGAL DESCRIPTION

COMMENCING AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE WESTWARDLY 544.00 FEET TO A HALF INCH OPEN TOP IRON FOUND AT THE NORTHWEST CORNER OF THE MOBILE FENCE COMPANY PROPERTY AS DESCRIBED IN INSTRUMENT NO. 2019057190, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE WITH AN INTERIOR ANGLE OF 61° 10' RUN SOUTH 30° 07' 30" EAST ALONG THE WEST LINE OF THE MOBILE FENCE COMPANY PROPERTY 266.70 FEET TO A POINT ON THE NORTH LINE OF HALLS MILL ROAD; THENCE SOUTHWESTWARDLY ALONG SAID NORTH LINE AND ALONG THE ARC OF A CURVE 111.33 FEET (CHORD BEARS SOUTH 60° 17' 51" WEST 111.32 FEET); THENCE NORTH 25° 47' 26" WEST 10.00 FEET TO THE SOUTHEAST CORNER OF LOT 2, STEWART COMMERCIAL SUBDIVISION AS RECORDED IN MAP BOOK 96, PAGE 26 OF THE AFORESAID RECORDS; THENCE SOUTHWESTWARDLY ALONG THE NORTH LINE OF HALLS MILL ROAD AND ALONG THE ARC OF A 3086.84 FOOT RADIUS CURVE TO THE RIGHT 105.22 FEET TO THE SOUTHWEST CORNER OF LOT 2; THENCE NORTH 25° 47' 16" WEST 363.31 FEET TO THE NORTHWEST CORNER OF LOT 2; THENCE SOUTH 88° 26' 10" EAST 118.37 FEET TO THE NORTHEAST CORNER OF LOT 2; THENCE NORTH 88° 47' 12" EAST 99.96 FEET TO THE POINT OF BEGINNING.

TO BE KNOWN AS:
LOT A, HMR ONE SUBDIVISION, AS RECORDED IN INSTRUMENT NO. XXXXXXXXXX, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

LANDSCAPE DATA :

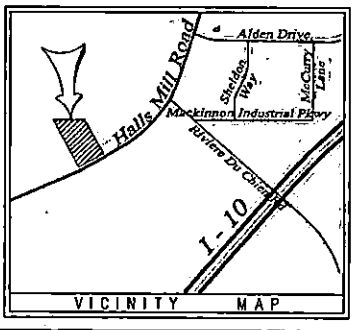
TOTAL AREA	= 63,247 S.F
LANDSCAPING REQUIRED	= 7,590 S.F
LANDSCAPING PROVIDED	= 26,784 S.F
FRONT LANDSCAPING REQUIRED	= 4,554 S.F
FRONT LANDSCAPING PROVIDED	= 4,917 S.F

COMPLETE COMPLIANCE WITH SEC. 64-4.E OF THE ZONING ORDINANCE REGARDING TREE AND LANDSCAPING WILL BE SHOWN ON THE ENGINEERING SITE PLAN FOR CONSTRUCTION.

PARKING REQUIRED :

PROPOSED BUILDING (8750 S.F.)
OFFICES (25'X50') (1250 S.F.) = 5 SPACES
STORAGE/WAREHOUSE (7500 S.F.) (NO EMPLOYEES) = 0 SPACE

PARKING PROVIDED = 5 SPACES



REZONING: B-3 & R-1 TO I-1
FOR
HMR ONE SUBDIVISION

BYRD SURVEYING

2609 HALLS MILL ROAD
(251) 476-5010
SCALE : 1" = 30'

MOBILE , ALABAMA
BYRD@BYRDSURVEYING.BIZ
SEPTEMBER 12, 2023

(R) = RECORD MEASUREMENT FROM DEED, PLATS, OR OTHER RECORDED INSTRUMENTS
(C) = CALCULATED BEARINGS AND/OR DISTANCES BASED ON FIELD MEASUREMENTS
▲ = OPEN TOP IRON FOUND ○ = BYRD SURVEYING, INC. 5/8" CAPPED REBAR SET
▲ = CRIMP TOP IRON FOUND ● = CAPPED REBAR FOUND (COMPANY NAME)

U.I.S. = UNABLE TO SET CORNER
F.F.E. = FINISH FLOOR ELEVATION
O.H.L. = OVERHEAD UTILITIES
N.& B.C. = NAIL & BOTTLE CAP

"X" = "X" IN CONCRETE
REF. = REFERENCE IRON
-o-o-o- = FENCE
□ = CONCRETE MONUMENT

ASPH. = ASPHALT
CONC. = CONCRETE
G.W. = GUY WIRE
U.P. = UTILITY POLE

H & T = HUB & TACK
R/R = RAILROAD SPIKE
FND. = OBJECT FOUND
O.P. = OPEN PORCH

R/W = RIGHT OF WAY
DB = DEED BOOK
MB = MAP BOOK
RPP=REAL PROPERTY PCK

Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, AL 36606

Walter P. & Faye R. Tidwell
3305 Anson Court
Mobile, AL 36605

Joseph W. Penton, Jr.
5453 Old Shell Rd., Apt. 106
Mobile, AL 36608

Richard A. Russell
5500 Plantation Road
Theodore, AL 36582

Mobile County
205 Government Street
Mobile, AL 36644

CTCG Assets LLC
4254 Halls Mill Road
Mobile, AL 36693

Mobile Fence Co., Inc.
4308 Halls Mill Road
Mobile, AL 36693

Persons Dev & Const Serv, LLC
4474 Halls Mill Road
Mobile, AL 36693

North Florida, LLC
P. O. Box 81306
Mobile, AL 36689

Halls Mill, LLC
P. O. Box 2862
Mobile, AL 36652

Russell Investments, LLC
5500 Plantation Road
Theodore, AL 36582

Cammie & Larrys Old Dutch Creamery
10901 Longview Drive S.
Grand Bay, AL 36541

Leigh K. Mello
4305 Halls Mill Road
Mobile, AL 36693

TLC Properties, Inc.
c/o The Lamar Companies
P. O. Box 66338
Baton Rouge, LA 70896

Four Eagles Halls Mill, LLC
c/o Greg Marshall
13905 Shell Belt Road
Bayou La Batre, AL 36509

Garrick Eslava & Wayne Eslava, Jr.
4385 Halls Mill Road
Mobile, AL 36693

Planning Commission
November 2, 2023

Agenda Item # 7

SUB-002666-2023 & ZON-UDC-002667-2023

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Rezoning

DETAILS

Location:
4354 & 4364 Halls Mill Road

Subdivision Name:
HMR One Subdivision

Applicant / Agent:
Kari Givens, Byrd Surveying, Inc.

Property Owners:
Joseph W. Penton, Jr. & Walter P. Tidwell

Current Zoning:
R-1, Single-Family Residential Suburban District
& B-3, Community Business Suburban District

Proposed Zoning:
I-1, Light Industry District

Future Land Use:
Light Industry

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:

- Subdivision approval to create one (1) legal lot of record.
- Rezoning from R-1 and B-3, to I-1
  - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Subdivision proposal with eight (8) conditions; and
2. Rezoning with three (3) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 5
Exhibits 8

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and industrial units.

APPLICATION NUMBER 7 DATE November 2, 2023

APPLICANT HMR One Subdivision

REQUEST Subdivision, Rezoning from B-3 and R-1 to I-1

N

NTS

SITE HISTORY

The portion of the site currently zoned R-1 was the subject of Use and Parking Variance approvals by the Board of Zoning Adjustment in 1999 to allow a tax preparation office with aggregate parking. The site has not been the subject of any Planning Commission cases, and is a metes-and-bounds parcel.

The portion of the site currently zoned B-3 was part of a three-lot subdivision approved by the Planning Commission in 2002, the plat for which was subsequently recorded. Rezoning of the site from R-1 to B-3 was adopted by City Council at its February 25, 2003 meeting, subject to additional dedication sufficient to provide 35 feet from the centerline of Halls Mill Road, and compliance with the residential protection buffer requirements of the Zoning Ordinance. The site has not been the subject of any Board of Zoning Adjustment cases.

STAFF COMMENTS

Engineering Comments:

Subdivision:

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 23 - #86) LOT A will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT A – 2,500 sf.
C. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

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

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinkled commercial buildings, within 600' of sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

Subdivision

The purpose of this application is to create one (1) legal lot of record from one (1) legal lot of record, and one (1) metes-and-bounds parcel. The site is served by public water and sanitary sewer services.

The proposed lot has frontage along Halls Mill Road, a Minor Arterial street requiring a 70-foot right-of-way at this location. The preliminary plat depicts dedication of right-of-way for the East portion of the proposed lot, as the West portion has sufficient right-of-way due to prior dedication.

The lot, as proposed, exceeds the minimum size requirement for lots served by public water and sanitary sewer in the R-1 and B-3 Suburban districts. There is no minimum size requirement for lots zoned I-1 should the proposed rezoning request be approved. Nevertheless, the size of the proposed lot is appropriately labeled in square feet and acres on the preliminary plat. If approved, this information should be retained on the Final Plat; or, provision of a table on the Final Plat with the same information will suffice.

The 25-foot minimum front yard setback is illustrated along Halls Mill Road, adjusted for dedication, in compliance with Article 2, Sections 64-2-5.E., 64-2-14.E., and 64-2-21.E. of the Unified Development Code for lots zoned R-1, B-3, and, if applicable, I-1.

In their application, the applicant states that both of the existing properties are vacant; however, a building and several accessory structures are visible in recent aerial photos on the site currently zoned R-1. No demolition permit appears to be on file for the structures and, as such, if they have been demolished, an after-the-fact demolition permit may need to be obtained from the Permitting Department.

If approved, the subdivision would result in a single lot of record split-zoned R-1 and B-3. As such, the request for Subdivision Approval will be contingent upon approval of the associated Rezoning request.

Rezoning

As mentioned, if the subdivision request is approved it will result in a single lot of record being split-zoned R-1 and B-3. The applicant's justification for the rezoning, which can be viewed using the link on Page 1 of this report, is that the Future Land Use Map (FLUM) identifies this area as Light Industry.

While the FLUM is meant to serve as a general guide and not a detailed lot and district plan, developments along this portion of Halls Mill Road have trended toward commercial warehousing and other light industrial uses in recent years. Whether this indicates changing conditions in the surrounding area make rezoning of the subject site to I-1 appropriate is for the Planning Commission to decide, but it would seem rezoning to CW, Commercial Warehouse District, may be more suitable as it is a slightly lower intensity than I-1. Nevertheless, subdivision of the property suggests rezoning of the property, in general, is necessary, especially to eliminate the potential for split zoning.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

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

1. Dedication, as proposed, to provide 35 feet from the centerline of Halls Mill Road for that portion of the site not previously subdivided;
2. Retention of the lot's size in both square feet and acres, or the provision of a table on the Final Plat with the same information, reflecting dedication;
3. Retention of the 25-foot front yard setback along Halls Mill Road, adjusted for dedication;
4. Acquisition of an after-the-fact demolition permit from the Permitting Department, if necessary;
5. Compliance with all Engineering comments noted in this staff report;
6. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
7. Compliance with all Urban Forestry comments noted in this staff report; and,
8. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

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

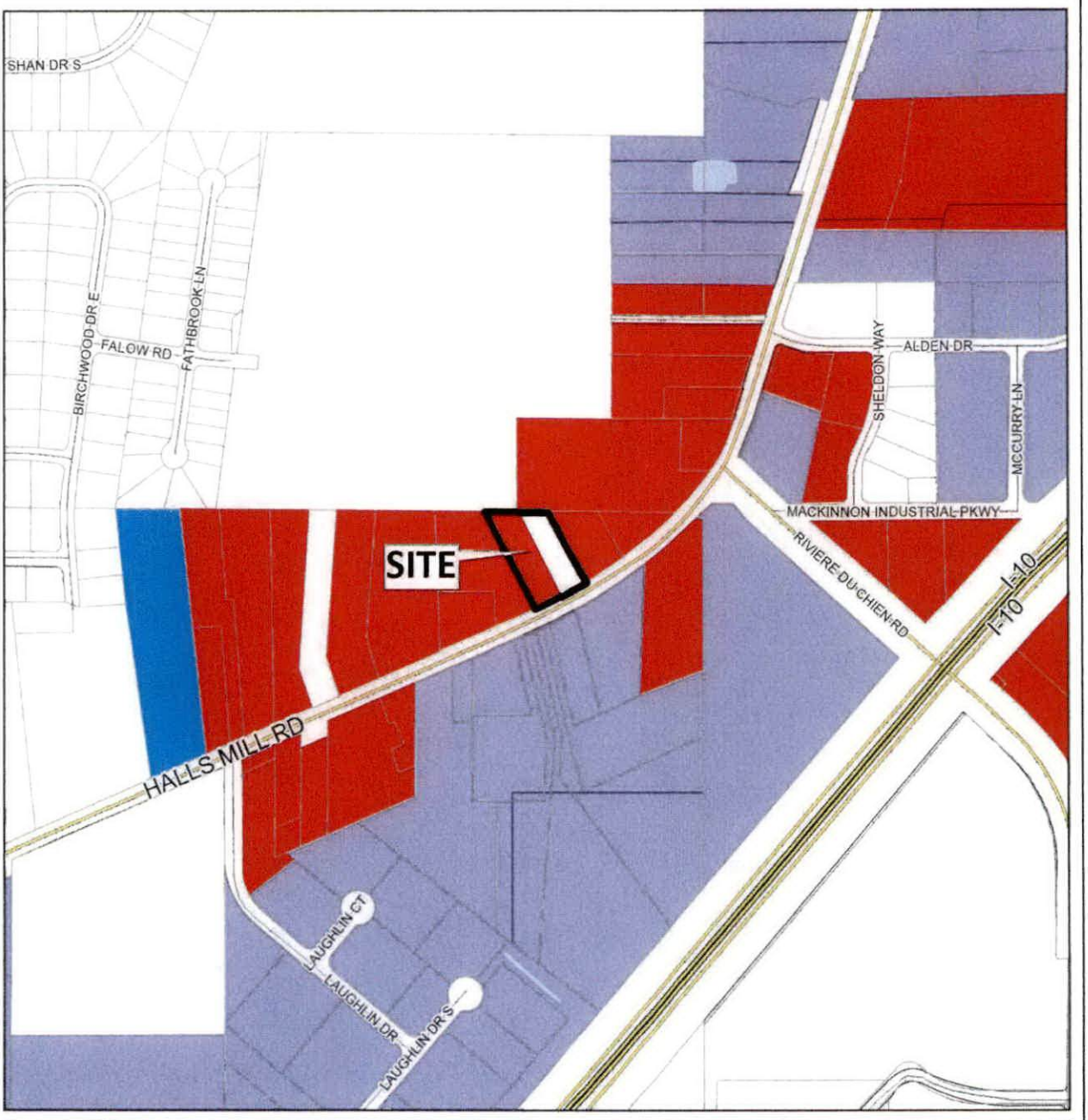
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

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

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

LOCATOR ZONING MAP



APPLICATION NUMBER 7 DATE November 2, 2023

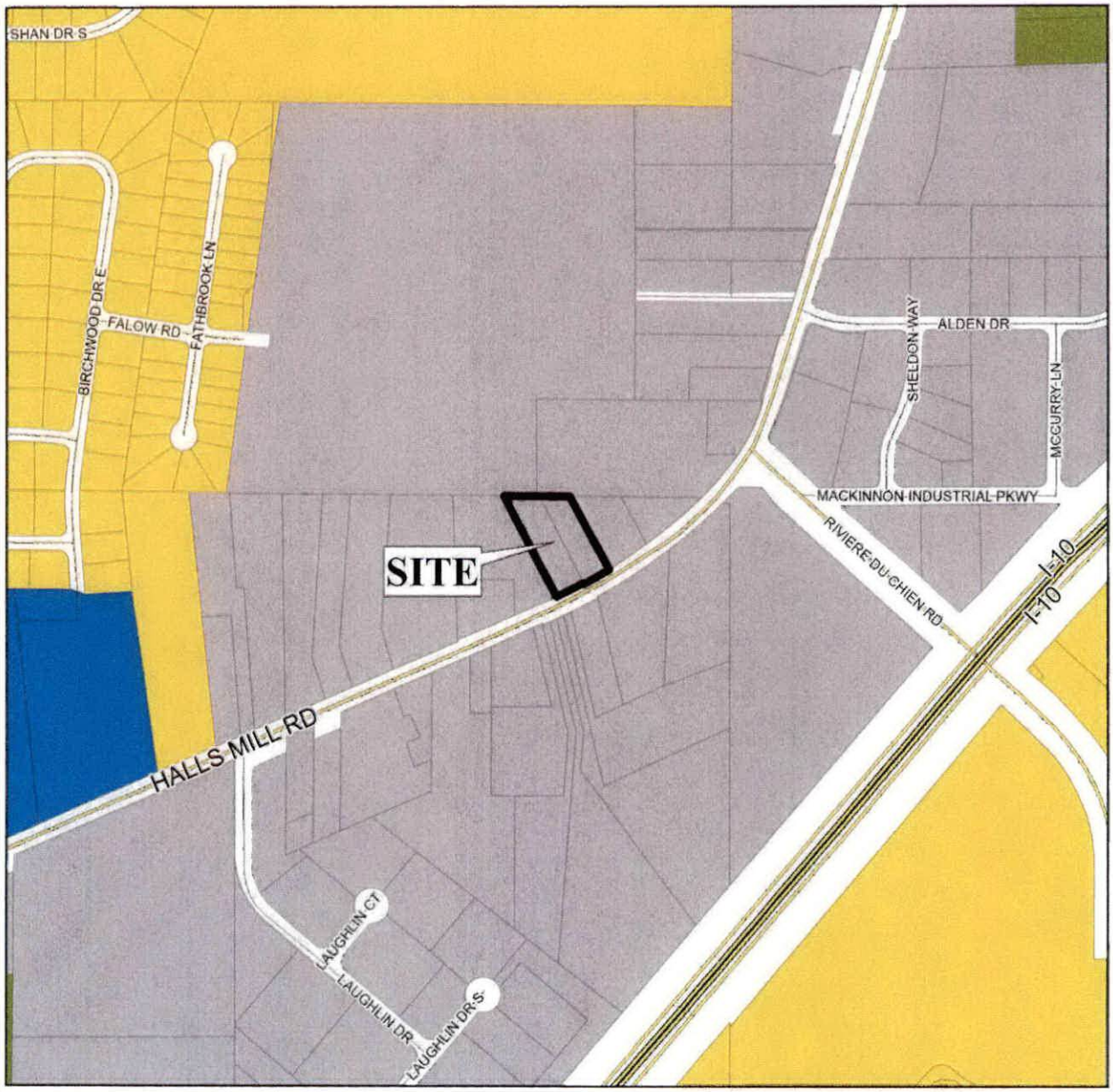
APPLICANT HMR One Subdivision

REQUEST Subdivision, Rezoning from B-3 and R-1 to I-1

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE November 2, 2023

APPLICANT HMR One Subdivision

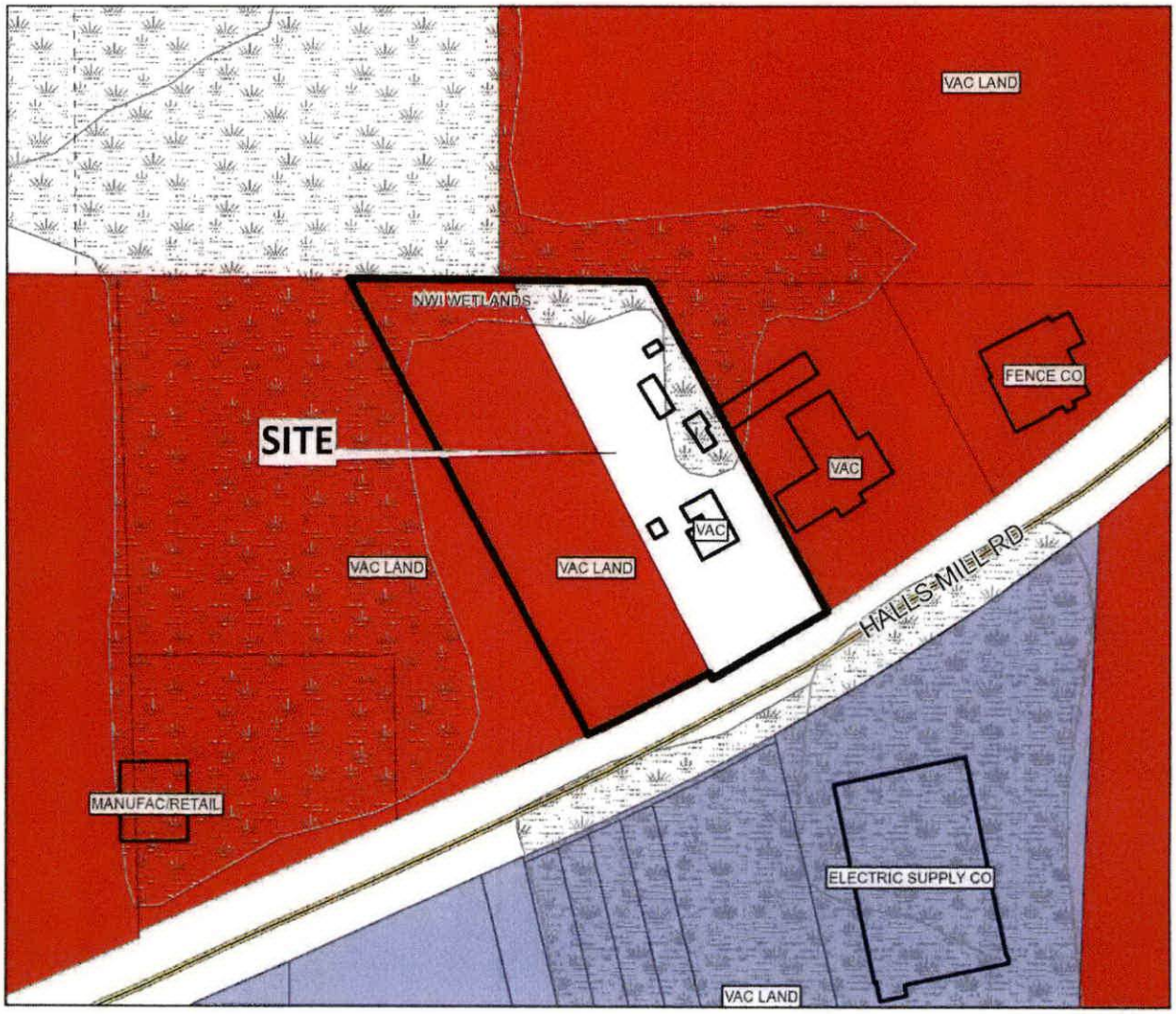
REQUEST Subdivision, Rezoning from B-3 and R-1 to I-1

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and industrial units.

APPLICATION NUMBER 7 DATE November 2, 2023

APPLICANT HMR One Subdivision

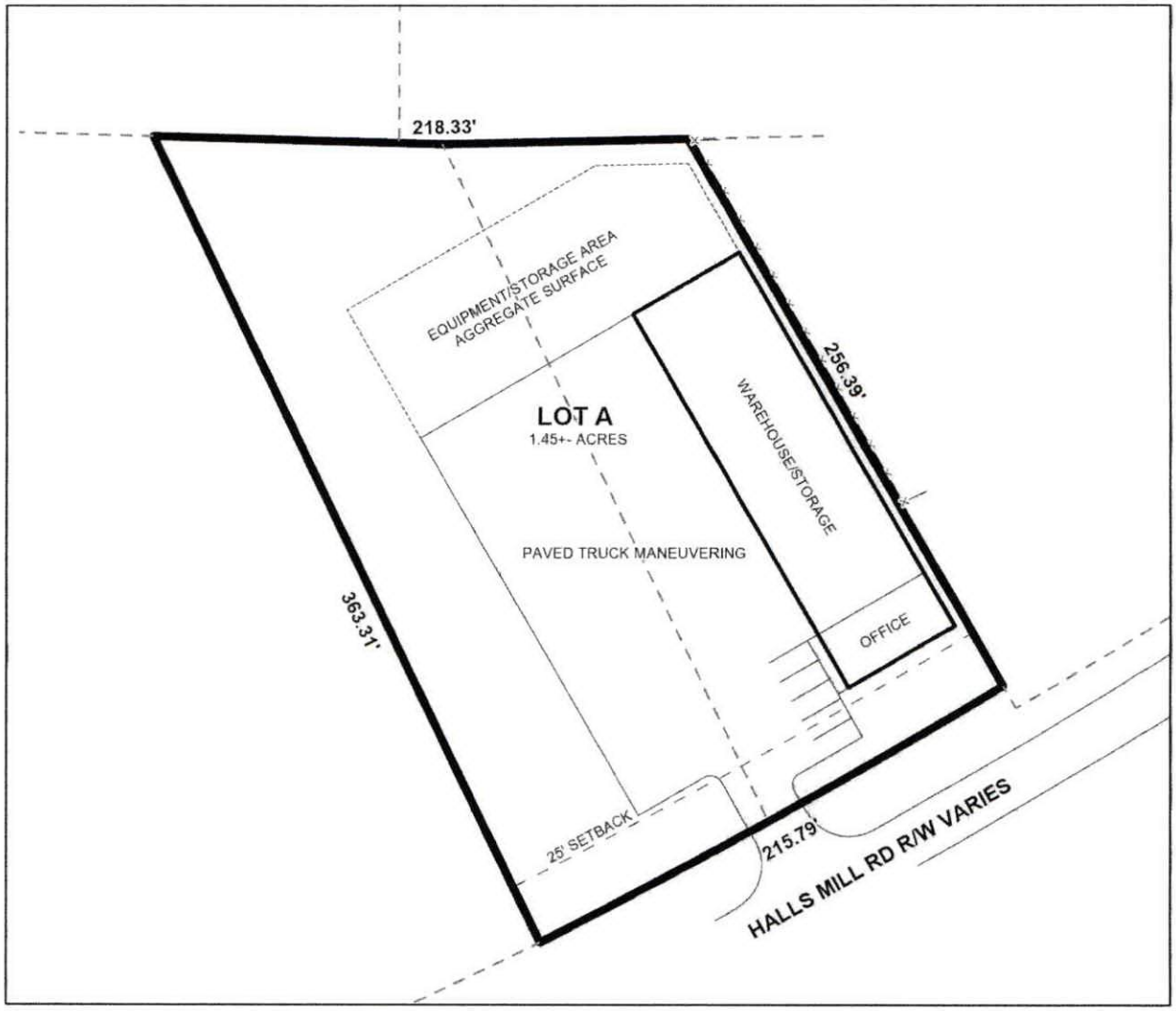
REQUEST Subdivision, Rezoning from B-3 and R-1 to I-1

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	

N

NTS

SITE PLAN



The site plan illustrates the proposed lot, proposed building, parking, and setback.

APPLICATION NUMBER 7 DATE November 2, 2023 APPLICANT HMR One Subdivision REQUEST Subdivision, Rezoning from B-3 and R-1 to I-1	N NTS

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

Zoning District Correspondence Matrix

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

LIGHT INDUSTRY (LI)

This land use designation applies to an array of modern, low-impact industrial uses that include assembly and processing, warehousing, distribution and wholesaling facilities. The bulk of the light industrial use must be contained within a building or facility. If a light industrial use requires outside storage, the storage must be limited in area and appropriately screened from view in accordance to specific zoning requirements. This designation may also include uses such as complementary offices and retail.

LI also includes areas that may be regarded as "industrial business", where the land uses include business administration and logistics operations for industrial concerns, building trade contractors facilities and advance research facilities, as well as stand-alone educational, scientific and industrial research facilities, or any combination of those facilities located in light industrial and technology parks. Many parcels used for industrial business are smaller and scattered throughout Mobile. For this reason, these parcels are not singled out in the FLUM, but rather are addressed through zoning.

Light industrial uses are characterized by attractive, accessible and connected development, compatible with the character of surrounding neighborhoods. Development may take the form of planned campuses in park-like settings or unified design corridors, with consideration to factors such as site and building orientation, building design, landscaping and buffering, lighting, continuity of pedestrian networks, access and connectivity to transit and to freight transportation.

Heavy commercial and, in some cases, high-density residential land uses may serve as transitions between LI and other, lower-intensity land use designations. Protection buffers may also be required by zoning.

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve proposed Bid award and contracts for unleaded & diesel fuel, delivered loads. Price is per gal markup over OPIS rack- good for one year, renewable for two additional one-year periods.
Motor Pool expense, General fund.

Amount of Contract:

N/A, as needed at Item-based unit pricing

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

ATTACHMENTS:

Description	Type	Upload Date
20231212 Fuel Agenda Package Bids	Cover Memo	12/14/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/14/2023 - 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 accept and approve, and issue the attached contracts for, the below proposed Bid Awards, to the designated vendors for the specified item at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to place orders as needed without further approval or other action by the City Council. The Bid Award contract may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
5624	Unleaded no-ethanol and diesel fuel, deliveries less than 2,000 gallons	2	$0.15 per gallon + Montgomery OPIS rack rate	One year, renewable for two additional one-year periods	(42474) Davison Oil Company Inc
5624	Unleaded E87 fuel, all delivery quantities	2	$0.0387 per gallon + Montgomery OPIS rack rate (1-8199 gals) $0.0052 per gallon + Montgomery OPIS rack rate (1-8199 gals)	One year, renewable for two additional one-year periods	(279229) Petroleum Traders Corporation

5845	Diesel fuel, deliveries greater than 2000 gals	1	$0.0052 per gallon + Montgomery OPIS rack rate (1-8199 gals)	One year, renewable for two additional one-year periods	(298802) Campbell Oil Company

Adopted:

_____

City Clerk

CITY OF MOBILE
PROCUREMENT DEPARTMENT
P O BOX 1948
MOBILE, AL 36633

December 14, 2023

Campbell Oil Company
418 Peanut Plant Road
Elizabethtown, NC 28337

REFERENCE: BID #**5845**

This letter is to inform you that the City of Mobile extends for Bid Award to **CAMPBELL OIL COMPANY** the following items listed on Bid #**5845** for **fuel** to **October 31, 2024**.

- #2 Diesel Clear On-Road 7500 gallons per delivery,
  margin 0.0087/gallon

Prices will remain firm through **October 31, 2024**. City agrees that taxes cited in Bid 5624 to be paid by City also will include Federal Superfund fee at its current inflation-adjusted rate if required.

Your program manager (PM) for services under this agreement will be the Deputy Director, Fleet Management, or his representative. City PM will place delivery orders via electronic mail for delivery only to City fueling facilities referenced in Bid 5845. Delivery tickets and Invoices will be sent as directed by the PM, with a copy to Purchasing@CityofMobile.org . If you have any questions concerning City of Mobile purchasing procedures or this Bid award, please contact the Purchasing Department at (251) 208-7434 or Purchasing@CityofMobile.og .

All other City purchases other than the items indicated above, to include oils, DEF, or services, will be made only by separate individual Purchase Order or separate contract award letter.

The City appreciates your services for the citizens of Mobile.

Sincerely,

John Paine
Purchasing Agent
City of Mobile

JP/en

CITY OF MOBILE
PROCUREMENT DEPARTMENT
P O BOX 1948
MOBILE, AL 36633

December 14, 2023

Petroleum Traders Corporation
710 Point Inverness Way
Fort Wayne, IN 46804-7928

REFERENCE: BID #**5624**

This letter is to inform you that the City of Mobile extends for Bid Award to **PETROLEUM TRADERS CORPORATION** the following items listed on Bid #**5624** for **fuel** to **October 31, 2024**.

- Gasoline, Unleaded regular E-10 87 octane rating, 1000-8199 gallons per delivery, margin 0.0387/gallon
- Gasoline, Unleaded regular E-10 87 octane rating, 8200 gallons or more per delivery, margin 0.0052/ gallon

Prices will remain firm through **October 31, 2024**. City agrees that taxes cited in Bid 5624 to be paid by City also will include Federal Superfund fee at its current inflation-adjusted rate.

Your program manager (PM) for services under this agreement will be the Deputy Director, Fleet Management, or his representative. City PM will place delivery orders via electronic mail for delivery only to City fueling facilities referenced in Bid 5624. Delivery tickets and Invoices will be sent as directed by the PM, with a copy to Purchasing@CityofMobile.org . If you have any questions concerning City of Mobile purchasing procedures or this Bid award, please contact the Purchasing Department at (251) 208-7434 or Purchasing@CityofMobile.og .

All other City purchases, to include oils, DEF, or services, will be made only by separate individual Purchase Order or separate contract award letter.

The City appreciates your services for the citizens of Mobile.

Sincerely,

John Paine
Purchasing Agent
City of Mobile

CIT OF MOBILE
PROCUREMENT DEPARTMENT
P O BOX 1948
MOBILE, AL 36633

December 14, 2023

DAVISON OIL COMPANY INC
ATTN: STEPHEN D. PADGETT
8450 TANNER WILLIAMS RD
MOBILE, AL 36608

REFERENCE: BID #**5624**

This letter is to inform you that the City of Mobile extends for Bid Award to **DAVISON OIL COMPANY INC** the following items listed on Bid #**5624** for **fuel** to **November 1, 2024**.

- Unleaded 89% octane rating, 0% ethanol 1000-2000 gallons per delivery, margin 0.15/gallon
- Diesel #2 (ultra low sulfur) clear on road, 1000-2000 gallons per delivery, margin 0.15/ gallon

Prices will remain firm through **November 1, 2024**. City agrees that taxes cited in Bid 5624 to be paid by City also will include Federal Superfund fee at its current inflation-adjusted rate.

Your program manager (PM) for services under this agreement will be the Deputy Director, Fleet Management, or his representative. City PM will place delivery orders via electronic mail for delivery only to City fueling facilities referenced in Bid 5624. Delivery tickets and Invoices will be sent as directed by the PM, with a copy to Purchasing@CityofMobile.org . If you have any questions concerning City of Mobile purchasing procedures or this Bid award, please contact the Purchasing Department at (251) 208-7434 or Purchasing@CityofMobile.og .

All other City purchases other than the items indicated above, to include oils, DEF, or services, will be made only by separate individual Purchase Order or separate contract award letter.

The City appreciates your services for the citizens of Mobile.

Sincerely,

John Paine
Purchasing Agent
City of Mobile

BID # 5845 FUEL (DIESEL) 18 OCT 2023 12:01 PM							
	CAMPBELL OIL COMPANY	DAVISON FUELS + OIL	INDIGO ENERGY	MANSFIELD OIL COMPANY .0060 TERMS DISCOUNT	PETROLEUM TRADERS CORPORATION	RETIF OIL + FUEL, LLC	SARATOGA RACK MARKETING
MARGIN PRICE PER GALLON	.0087	.0350	.0521	.1035 .0975 WITH TERMS DISCOUNT	.0665	.0389	.0091

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:
10/03/2023	**5845**	Various	As Specified

This bid must be received and stamped by the Purchasing office not later than: **12:01 PM, Wednesday, October 18, 2023**

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

FUEL

The City of Mobile requests bids for:
#2 Diesel Clear on Road.

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.
- 7:00 A.M. – 12:00 P.M. at Wave Transit location.

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.

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

The following are taxes that the City of Mobile pays on each gallon of fuel purchased:

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
	Fed Superfund Fee Recovery	.0039
	TOTAL	.04654

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 type of fuel:
Diesel #2 (Ultra Low Sulfur) Clear on Road.

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.

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.

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.

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

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:

Diesel #2 (Ultra Low Sulfur) Clear on Road
7500 Gallons per Delivery

_____
Margin Price per Gallon

The following are Locations, Numbers, and Sizes of Fuel Tanks for the City of Mobile:

Municipal Garage **770 Gayle St., Mobile, AL 36604**
3 each 10,000 Gallon Tanks
Below Ground

4th Precinct **8080 Airport Blvd., Mobile, AL 36608**
1 each 10,000 Gallon Tank
Above Ground

The Wave Transit **1224 West I-65 Svc. Rd., S., Mobile, AL 36606**
2 each 10,000 Gallon Tanks
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 competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

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 .

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

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 _____

EMAIL _____

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order.

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

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.

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

The following are taxes that the City of Mobile pays on each gallon of fuel purchased:

Gasoline/E-10:	Al Inspection Fee	.02
	Al Trust Fund	.012
	Fed Lust	.001
	Fed Oil Spill E-10	.00214
	TOTAL	.03514

Diesel:	AL Inspection Fee	.02
	AL Wholesale Oil License Fee	.0075
	AL Storage Tank Fee	.012
	Fed Exc. Lust Govt Tax	.001
	Fed Env Rec Fee (Oil Spill)	.00214
	TOTAL	.04264

It is the responsibility of the awarded Vendor to notify in writing on company letterhead if and when the Tax rates change.

The City of Mobile purchases the following types of fuel:
Gasoline Unleaded Regular E-10 87 Octane Rating.
Gasoline may contain a maximum of 10% Ethanol.
Diesel #2 (Ultra Low Sulfur) Clear on Road.
Gasoline Unleaded 89 Octane, 0% Ethanol.

In the event fuel is delivered on a holiday (day that no Fuel Report is done), Vendors may charge the higher report price from the day before or the day after.

Specifications, Samples, Protocols, Analysis Reports:
Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the City. Information, if requested, must be supplied within five (5) business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to award or during the contract.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

Analysis Reports must be performed by an independent laboratory that the City of Mobile chooses. If requested, failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in bid rejection or contract cancellation.

BAD FUEL:
If substantial proof is received that delivered fuel was not good, (i.e. contained materials damaging to Fuel Tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in contract cancellation and possible exclusion on future bids by a time period determined by the City of Mobile Purchasing Agent.

If a Vendor breaks contract with the City of Mobile on this fuel contract, it may be excluded from the next two (2) fuel bids.

PRICING:
Gasoline Unleaded Regular E-10 87 Octane Rating
1000 – 8199 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded Regular E-10 87 Octane Rating
8200 Gallons or More per Delivery

_____
Margin Price per Gallon

Diesel #2 (Ultra Low Sulfur) Clear on Road
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded 89% Octane Rating, 0% Ethanol
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

TO BE AWARDED ON A PER ITEM BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

QUANTITY	ARTICLES	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.

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

State any special conditions or ordering instructions:

No Bid Bond is required.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/.**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Questions pertaining to this bid may be emailed to: purchasing@cityofmobile.org .

ITEM BASIS AWARD

				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

City of Mobile Business License is required. See Item 14 on Reverse of Page 1.

The City of Mobile does not accept Vendors' terms and conditions.

This bid must be signed and all pages returned including the terms and conditions on the Reverse of Page 1.

For additional information, contact:

purchasing@cityofmobile.org

CONTACT INFORMATION
(PLEASE PRINT)

COMPANY NAME _____

CONTACT NAME _____

COMPANY ADDRESS _____

_____

TELEPHONE NUMBER _____

FAX NUMBER _____

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Dennis Aluminum Products for decorative aluminum sign posts and extensions for Traffic Engineering.
Cap Equip TIF decorative sign posts phase 2

Amount of Contract:

$279,450.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20231211 Dennis Agenda Package POs	Cover Memo	12/11/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/14/2023 - 2:34 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
2086	2024	(2060) TRAFFIC ENGINEERING	DECORATIVE ALUMINUM SIGN POSTS AND EXTENSIONS FOR TRAFFIC ENGINEERING (SEALED BID 5766)	$279,450.00	(44605) DENNIS ALUMINUM PRODUCTS

Adopted:

_____
City Clerk

Bill To	Requisition 00002086-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 1

Vendor

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604
JOANNA.ARNETT@CITYOFMOBILE.ORG

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/23	00000				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER MY BID 5766 AND YOUR BID RESPONSE.			
001	POST SIGN, DECORATIVE, ALUMINUM, 3" O.D. X 12' LENGTH, WITH CASTINGS #8397, 8396, & 9539, TO HAVE ALODIZED FINISH POWDER COATED GLOSS BLACK. VENDOR TO PROVIDE DAP 12 DEC PC OR EQUAL. AS PER MY BID 5766 AND YOUR BID RESPONSE. Additional Description Notes --- Ship in increments of 50 Vendor Item Inventory Item/Loc 17177	450.00 EACH	595.00000	267750.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0922 .OPERSUPPLS. .			267750.00

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

Bill To	Requisition 00002086-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 2

Vendor

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604
JOANNA.ARNETT@CITYOFMOBILE.ORG

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/23	00000				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			
002	POST, DECORATIVE SIGN ALUMINUM EXTENSION, 24" WITH 9/16" HOLES. 3 1/2" OD WITH 3/16 INCH WALL THICKNESS 9/16 HOLE DRILLED 8 INCHES FROM END OF PIPE. DECPEXTSTD. VENDOR TO PROVIDE DEP EXT STD OR EQUAL, WITH ALODIZED FINISH. AS PER MY BID 5766 AND YOUR BID RESPONSE. Additional Description Notes --- Ship in increments of 20. Vendor Item Inventory Item/Loc 17175	180.00 EACH	65.00000	11700.00
1	2000.80.00.0000.0000.0000.0000.0000.44020. E C0922 .OPERSUPPLS. .			11700.00

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Bill To	Requisition 00002086-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 3

Vendor

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604
JOANNA.ARNETT@CITYOFMOBILE.ORG

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/17/23	00000				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			279450.00

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

Account			Amount	Remaining Budget
E C0922	.OPERSUPPLS.	.	279450.00	70550.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	279450.00	13317382.48

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	11/27/23	JENNIFER WHITE	
Approved	11/27/23	BRENDA RHODES	
Approved	11/27/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	11/27/23	RELYA MALLORY	Auto approved by: 910511034
Approved	11/27/23	TAMMY BROADHEAD	Auto approved by: 910518820
Approved	11/27/23	EMILY NORTON	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5766

POST ALUMINUM

	VENDOR	POST ALUMINUM DAP12DEC WITH DECORATIVE BASE/COLLAR/TOP FINIAL	POST ALUMINUM DECORATIVE SIGN POST EXTENSION	
1	CONSOLIDATED ELECTRIC DISTRIBUTOR	NO BID	NO BID	
2	DENNIS ALUMINUM PRODUCTS	$ 595.00	$ 65.00	
3	OUTDOOR ALUMINUM	NO BID	NO BID	

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 005

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
01/31/2023	5766	Traffic Engineering	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: **12:01 PM, Friday, February 17, 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
Appx 1–200	**POST ALUMINUM** **The following 2 items to be awarded All or None:** **Post Aluminum 12' Length as per the following and attached:** Decorative Aluminum Sign Posts complete as follows: • Posts shall be aluminum 12 foot long – 3 inch O.D. x .125 inch wall thickness. • Finish shall be alodized, suitable for painting. • Included in posts and installed on posts shall be a decorative base #8397. • A decorative collar #8396 and a decorative top finial #9539. • The decorative parts shall be installed on the posts using stainless steel set screws. • All necessary holes shall be drilled and tapped for installation. • Two 9/16 inch holes shall be drilled 18 inches from the bottom of the post and a 6 inch long 9/16 inch diameter rod shall be provided with each post for the City to insert at time of installation. • Post shall be alloy 6063-T6, full hard. • Complete poles shall be adequately wrapped to protect finish from damage during shipping and handling. • Complete specifications shall be submitted with bid. • All part numbers are from Dennis Aluminum. • No predrilled holes for signs. • Posts shall be powder coated gloss black before delivery to the City of Mobile. Dennis Aluminum #DAP12DEC or equal. Make _____ Model _____ Page 1 of 3					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within_____ days of receipt of P.O.

Phone Number _____

Email Address _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.

2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.

3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.

4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.

5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.

6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.

7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)

8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.

9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.

10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.

11. Bids received after specified time will be returned un-opened.

12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.

13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.

14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/

15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
		Page 2 of 3					
Appx 1–200	Decorative Sign Post Extension. • Aluminum pipe Alloy 6063-T6 3 ½ inch O.D. with 3/16 inch wall thickness Alodized Finish. • 9/16 inch holes drilled for ½ inch Aluminum Rod. • 9/16 inch holes to be drilled 8 inches from end of the pipe. Make _____ Model _____						
	The following applies to all above items: The City reserves the right to request a sample(s) prior to award of this bid. 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.						
				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 3 of 3 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 251-208-7434 or purchasing@cityofmobile.org. No questions will be answered 5 days before bid opening. Vendor must include contact information with this bid. Pricing to be firm for a (6) six-month period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for (5) five additional (6) six-month periods.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

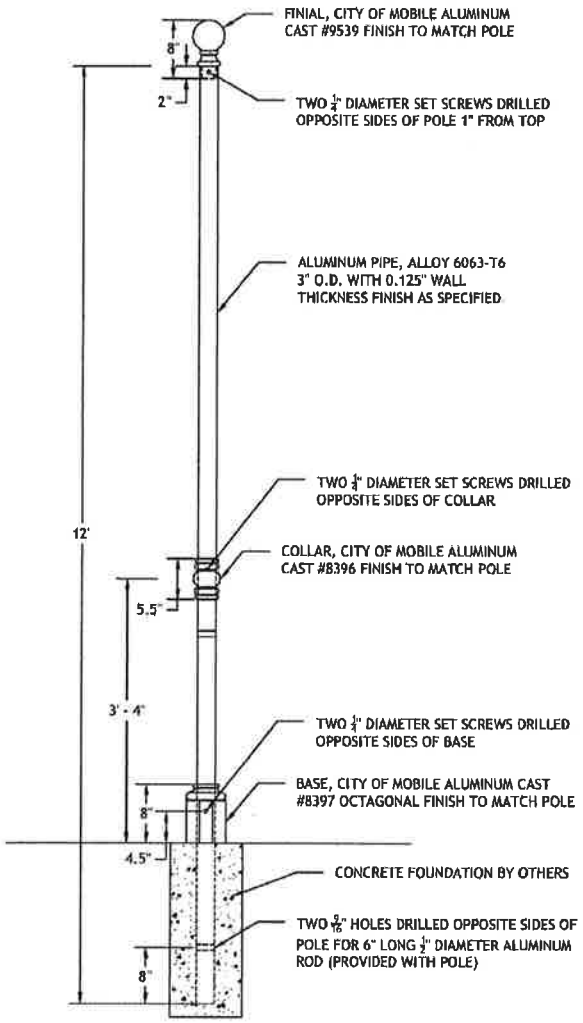
READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

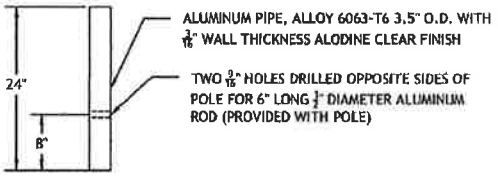
By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

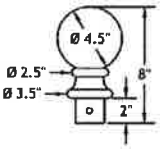
TYPE B DECORATIVE SIGN POST



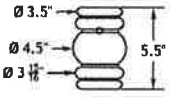
DECORATIVE SIGN POST EXTENSION



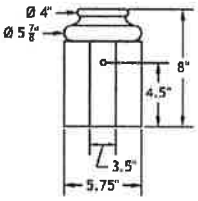
FINIAL



COLLAR



BASE



NOTES:

1. COMPLETE TYPE B SIGN POST INCLUDES PIPE, FINIAL, COLLAR, BASE, ROD AND SET SCREWS AS ILLUSTRATED. POST EXTENSION TO INCLUDE PIPE ONLY.
2. FINISH TO BE BLACK POWDER COATED
3. DECORATIVE FINIAL, COLLAR AND BASE TO BE CITY OF MOBILE CASTING. DIMENSIONS PROVIDED ABOVE ARE FOR ILLUSTRATIVE PURPOSES ONLY.
4. NO PREDRILLED HOLES FOR SIGNS.

CITY OF MOBILE, ALABAMA
TRAFFIC ENGINEERING DEPARTMENT

DECORATIVE SIGN POSTS
TYPE B

STANDARD DRAWING TE-2	SHEET 1 of 1	12/29/2020

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:1/2/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Galls LLC for ballistic rifle shields for MPD. Capital equipment.

Amount of Contract:

$150,820.00

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

ATTACHMENTS:

Description	Type	Upload Date
20231211 Galls Agenda Package POs	Cover Memo	12/11/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/14/2023 - 2:34 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
1557	2024	(1530) POLICE ADMIN SERVICES	BALLISTIC RIFLE SHIELDS FOR MPD (SEALED BID 5853)	$150,820.00	(070216) GALLS LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00001557-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910520704 Status: Approved Page 1

Vendor	Ship To
GALLS LLC P O BOX 71628 CHICAGO, IL 60694-1628 Tel#859-266-7227 Fax 859-269-3492	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/23	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID #5853 AND YOUR QUOTE			
001	BALLISTIC RIFLE SHIELD 20 X 30 SHIELD WITH VIEWPORT Specifications for Small Ballistic Shields Shield height is not to exceed or be less than 30.4 inches Shield width at lower arm cut outs is not to exceed or be less than 20.2 inches Shield width at upper arm cut outs is not to exceed or be less than 19.1 inches Shield thickness is not to exceed or be less than .92 inches Shield must be NIJ Level III complaint with Special ballistic ratings to handle the following additional ballistic rounds; 7.62x51mm, 149-grain M80 7.62x39mm, 123-grain PS Ball/MSC 5.56x45mm, 55grain M193 Ball Additional Description Notes	22.00 EACH	5785.00000	127270.00
	VENDOR TO PROVIDE MAKE: POINT BLANK MODEL: VANGUARD SH3OASVSV1H2L0			

Bill To	Requisition 00001557-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910520704 Status: Approved Page 2

Vendor	Ship To
GALLS LLC P O BOX 71628 CHICAGO, IL 60694-1628 Tel#859-266-7227 Fax 859-269-3492	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/23	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.47010. E E0159 .CAPEQUIPMT. .			127270.00

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

002	BALLISTIC RIFLE SHIELD 21 X 36 SHIELD WITH VIEWPORT AND LIGHT Specifications for Large Ballistic Shields Shield must be produced in an ISO 9000 & AS9100 certified facility Shield height is not to exceed or be less than 35.7 inches Shield width at lower arm cut outs is not to exceed or be less than 21 inches Shield width at upper arm cut outs is not to exceed or be less than 19.1 inches Shield thickness is not to exceed or be less than .92 inches Shield must be NIJ Level III complaint with Special ballistic ratings to handle the following additional	3.00 EACH	7850.00000	23550.00

Bill To	Requisition 00001557-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910520704 Status: Approved Page 3

Vendor	Ship To
GALLS LLC P O BOX 71628 CHICAGO, IL 60694-1628 Tel#859-266-7227 Fax 859-269-3492	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/23	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	ballistic rounds; 7.62x51mm, 149-grain M80 7.62x39mm, 123-grain PS Ball/MSC 5.56x45mm, 55grain M193 Ball Shield weight is not to exceed or be less than 18.1 lbs Shield front Viewport from strike face to rear safe side handle is not to exceed or be less than 5.54 inches Shield must have light mounted to strike face under viewport with three operational configurations- Continuous on, Intermittent and strobe Light must not exceed or be less than 1, 200 lumens Additional Description Notes --- VENDOR TO PROVIDE MAKE: POINT BLANK MODEL: VANGUARD SH3OASVLV1H1L1			
1	2000.80.00.0000.0000.0000.0000.0000.47010. E E0159 .CAPEQUIPMT. .			22530.00
2	1000.30.15.1530.1530.1530.0000.0000.44020.			1020.00

Bill To	Requisition 00001557-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910520704 Status: Approved Page 4

Vendor	Ship To
GALLS LLC P O BOX 71628 CHICAGO, IL 60694-1628 Tel#859-266-7227 Fax 859-269-3492	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/23	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
	Requisition Link			
	Requisition Total			150820.00

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

Account			Amount	Remaining Budget
E E0159	.CAPEQUIPMT.	.	149800.00	200.00

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

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.44020.	1020.00	13317382.48
POLICE ADMIN SERVICES EXP OPERATING SUPPLIES		
2000.80.00.0000.0000.0000.0000.0000.47010.	149800.00	13317382.48
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)		

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

Activity	Date	Clerk	Comment
CCancelled	12/08/23	JOHN PAINE	Requisition item removed chang
Forward	11/03/23	JAMES BARBER	Automatic Forward to 910519885

Bill To	Requisition 00001557-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
GALLS LLC	POLICE HEADQUARTERS
P O BOX 71628	2460 GOVERNMENT STREET
	MOBILE, AL 36606
CHICAGO, IL 60694-1628	
Tel#859-266-7227	
Fax 859-269-3492	
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/02/23	070216				POLICE ADMIN SERVICES

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	11/03/23	RODNEY GREELEY		Auto approved by: 910519885	
	Approved	11/03/23	JOSEPH KENNEDY		Auto approved by: 910519885	
	Approved	11/03/23	Brandi Montgomery			
	Approved	11/03/23	WILLIAM JACKSON		Auto approved by: 910519885	
	Approved	11/03/23	PAUL PRINE		Auto approved by: 910519885	
	Approved	11/03/23	WILLIAM REED		Auto approved by: 910519885	
	Forward	12/08/23	JAMES BARBER		Automatic Forward to 910519885	
	Approved	12/08/23	RODNEY GREELEY		Auto approved by: 910519885	
	Approved	12/08/23	JOSEPH KENNEDY		Auto approved by: 910519885	
	Approved	12/08/23	Brandi Montgomery			
	Approved	12/08/23	WILLIAM JACKSON		Auto approved by: 910519885	
	Approved	12/08/23	PAUL PRINE		Auto approved by: 910519885	
	Approved	12/08/23	WILLIAM REED		Auto approved by: 910519885	
	Approved	11/03/23	BRENDA RHODES		Auto approved by: 910514227	
	Approved	11/03/23	TIFFANY HOLLINS			
	Approved	11/03/23	RELYA MALLORY		Auto approved by: 910514227	
	Approved	12/11/23	BRENDA RHODES		Auto approved by: 910514227	
	Approved	12/11/23	TIFFANY HOLLINS			
	Approved	12/11/23	RELYA MALLORY		Auto approved by: 910514227	
	Approved	12/11/23	DONALD ROSE		Auto approved by: 910520704	
	Approved	12/11/23	SANDRA LEWIS		Auto approved by: 910520704	
	Approved	12/11/23	STEVEN KRONINGER		Auto approved by: 910520704	
	Approved	12/11/23	SAMANTHA COOLEY			
	Approved	12/11/23	JOHN PAINE		Auto approved by: 910520704	
	Approved	12/11/23	MICHAEL SPAFFORD		Auto approved by: 910520704	

Authorized By: _____ Date: _____
Signature

BID TABULATION

CITY OF MOBILE

BID NO.: 5853

BALLISTIC RIFLE SHIELDS
POLICE

Bid Date: 12/07/2023

BID QUANTITIES			SAFARILAND, LLC (84) DAYS)		GALLS, LLC (60 DAYS)		PALISADES GROUP LLC (65 DAYS)		LAWMEN'S & SHOOTERS SUPPLY		SUNBELT FIRE		NAFCO	
ITEM DESCRIPTION	Qty.	UNIT	UNIT AMOUNT	BID	UNIT AMOUNT	BID	UNIT AMOUNT	BID	UNIT AMOUNT	BID	UNIT AMOUNT	BID	UNIT AMOUNT	BID
BALLISTIC RIFLE SHIELD 20X 30 SHIELD WITH VIEWPORT	22	EA	5800	$ 127,600.00	5785	$ 127,270.00	7900	$ 173,800.00	NO BID		NO BID		NO BID	
BALLISTIC RIFLE SHIELD 21X36 SHIELD WITH VIEWPORT AND LIGHT	3	EACH	6600	$ 19,800.00	7850	$ 23,550.00	6700	$ 20,100.00						

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: 009

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
11/21/2023	5853	POLICE	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Thursday, December 7, 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.					

BALLISTIC RIFLE SHIELD

APPX 1-50

BALLISTIC RIFLE SHIELD 20 X 30 SHIELD WITH VIEWPORT

Specifications for Ballistic Rifle Shields as Follows:

- Shield must be produced in an ISO 9000 & AS9100 certified facility.
- Shield height is not to exceed or be less than 30.4 inches
- Shield width at lower arm cut outs is not to exceed or be less than 20.2 inches
- Shield width at upper arm cut outs is not to exceed or be less than 19.1 inches
- Shield thickness is not to exceed or be less than .92 inches
- Shield must be NIJ Level III complaint with Special ballistic ratings to handle the following additional ballistic rounds;
  - 7.62x51mm, 149-grain M80
  - 7.62x39mm, 123-grain PS Ball/MSC
  - 5.56x45mm, 55grain M193 Ball
- Shield must have arm cut outs
- Shield must have conical designed strike face hardware
- Shield must have steel reinforced Viewport
- Shield must have steel reinforced hardware
- Shield must have PE materials 100% made in the US
- Shield weight is not to exceed or be less than 14.8 lbs
- Shield front Viewport from strike face to rear safe side handle is not to exceed or be less than 5.54 inches

Make_____Model_____

Upon award the City will purchase a minimum of 22 items.

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.

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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.

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15. IF a bid bond is required in the published specifications, see below:
    Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft** or **Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.

16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.

17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.

18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.

19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

APPX
1-50

BALLISTIC RIFLE SHIELD 21 X 36 SHIELD WITH VIEWPORT AND LIGHT

Specifications for Large Ballistic Shields

- Shield must be produced in an ISO 9000 & AS9100 certified facility
- Shield height is not to exceed or be less than 35.7 inches
- Shield width at lower arm cut outs is not to exceed or be less than 21 inches
- Shield width at upper arm cut outs is not to exceed or be less than 19.1 inches
- Shield thickness is not to exceed or be less than .92 inches
- Shield must be NIJ Level III complaint with Special ballistic ratings to handle the following additional ballistic rounds;
  - 7.62x51mm, 149-grain M80
  - 7.62x39mm, 123-grain PS Ball/MSC
  - 5.56x45mm, 55grain M193 Ball
- Shield must have arm cut outs
- Shield must have conical designed strike face hardware
- Shield must have steel reinforced Viewport
- Shield must have steel reinforced hardware
- Shield must have PE materials 100% made in the US
- Shield weight is not to exceed or be less than 18.1 lbs
- Shield front Viewport from strike face to rear safe side handle is not to exceed or be less than 5.54 inches
- Shield must have light mounted to strike face under viewport with three operational configurations- Continuous on, Intermittent and strobe
- Light must not exceed or be less than 1,200 lumens
- Handle hardware must mount through light on strike face

Make_____Model_____

Upon award the City will purchase a minimum of 3 items.

QUANTIES LISTED ARE APPROXIMATIONS.

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 QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required.
See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx.
Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed.
(Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Pricing to be firm for a period of six (6) months after the award of this bid. At the option of the successful bidder and the City of Mobile, the awarded bid may be extended for up to five (5) additional six (6) month periods.

If you have any questions, please contact the Purchasing Department at purchasing@cityofmobile.org. Questions are not to be directed to a department. Any answers received not via purchasing@cityofmobile.org are not official and will not be honored.

TO BE AWARDED ON AN ITEM BASIS

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order.

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Strachan Services, Inc, for tank repairs to 2000 Ford LT7501 Water Wagon water truck.
Fleet capital.

Amount of Contract:

$23,116.73

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20231212 Strachan Agenda Package POs	Cover Memo	12/12/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/14/2023 - 2:34 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
14747	2023	(2050) FLEET MANAGEMENT-GARAGE	TANK REPAIRS TO 2000 FORD LT7501 WATER WAGON (BELOW BID AMOUNT)	$23,116.73	(198343) STRACHAN SERVICES INC

Adopted:

_____
City Clerk

Bill To	Requisition 00014747-00 FY 2023
ACCOUNTS PAYABLE	PO 23013820
P O BOX 389	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer: 9105spam
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
STRACHAN SERVICES INC	MUNICIPAL GARAGE
1878 9TH STREET	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36615	
Tel#251-432-2666	Delivery Reference
Fax 251-433-3632	CHARLES SUMRALL

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/06/23	198343				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	NGPO#:PO-02216			
001	01468-WATER TANK REPAIR	1.00 LOT	13433.45000	13433.45
	Additional Description Notes			
	SANDBLAST AND LINE INSIDE OF WATER TANK			
	ESTIMATE # 1767, 7/25/23			
1	7000.40.20.0000.0000.2070.0000.0000.45050.			13433.45
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Deliver To			

Requisition Link

Requisition Total 13433.45

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45050.	13433.45	25233215.46
MOTOR POOL EXP REPAIR PARTS		

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

Bill To	Requisition 00014747-00 FY 2023
ACCOUNTS PAYABLE	PO 23013820
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer: 9105spam
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
STRACHAN SERVICES INC	MUNICIPAL GARAGE
1878 9TH STREET	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36615	
Tel#251-432-2666	Delivery Reference
Fax 251-433-3632	CHARLES SUMRALL

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/06/23	198343				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Activity	Date	Clerk	Qty	Unit Price	Net Price	Comment
		Approved	09/11/23	CHARLES SUMRALL				Approve repairs
		Approved	09/11/23	SHONNDA SMITH				
		Approved	09/11/23	JAMES DELAPP				Auto approved by: 910518244
		Approved	09/11/23	CHERI BOUCHER				Auto approved by: 910518244
		Approved	09/11/23	CASI CALLAWAY				Auto approved by: 910518244
		Approved	09/12/23	DONALD ROSE				Auto approved by: 9105spam
		Approved	09/12/23	SANDRA LEWIS				Auto approved by: 9105spam
		Approved	09/12/23	STEVEN KRONINGER				Auto approved by: 9105spam
		Approved	09/12/23	SAMANTHA COOLEY				Auto approved by: 9105spam
		Approved	09/12/23	JOHN PAINE				Auto approved by: 9105spam
		Approved	09/12/23	MICHAEL SPAFFORD				

Authorized By: _____ Date: _____
Signature

WO# 04141

Strachan Services, Inc.

1878 9th St.
Mobile, AL 36615
(251) 432-2666

Estimate

Date	Estimate #
7/25/2023	1767

Name / Address
City of Mobile (Acct. Pay) P.O. Box 1948 Mobile, AL 36633

Project

Item	Description	Qty	Cost	Total
	Asset # 33386			
Labor	Sandblast and line inside of water tank truck.	64	125.00	8,000.00
Misc Parts	Industrial Liner (Two Coats) This is an estimated quantity	24	98.46	2,363.04
Paint/Body Supplies		1	120.00	120.00
Misc Parts	Blast Media This is an estimated quantity	20	21.52	430.40
Shop Supplies	Rental Safety Equipment	1	400.00	400.00
Misc Supplies	Ventilation Rental	1	2,120.01	2,120.01

Chad Simmons 9-6-23

Subtotal	$13,433.45
Sales Tax (0.0%)	$0.00
Total	$13,433.45

CITY OF MOBILE
PURCHASING DEPARTMENT
P.O. Box 1948 MOBILE, ALABAMA 36633
PHONE - (251) 208-7434
FAX - (251) 208-7430

Purchase Order

Fiscal Year 2023 Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 23013820-01

No invoice will be considered without purchase order number on the invoice. No changes, substitutions, or increase in prices without permission of the City of Mobile Purchasing Department.

BILL TO
City of Mobile
Accounts Payable
P.O. Box 389
Mobile, AL 36601

VENDOR
STRACHAN SERVICES INC
1878 9TH STREET
MOBILE, AL 36615

SHIP TO
See Shipping Information Below

Vendor Phone Number	Vendor Fax Number	Buyer Name	Requisitioner Name Department
251-432-2666	251-433-3632	MICHAEL SPAFFORD	WEB SERVICE USER ACCOUNT - FLEET…

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
09/12/2023	198343			FLEET MANAGEMENT-GARAGE

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	REPAIR - ASSET 33386 2000 FORD LT7501 WATER WAGON				
1	01468-WATER TANK REPAIR Ship To: MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 NGPO#:PO-02216	1.0	LOT	$18,027.77	$18,027.77

CHANGE ORDER

By: _____
Purchasing Agent

VENDOR COPY

PO Total **$18,027.77**

Strachan Services, Inc.

1878 9th St.
Mobile, AL 36615
(251) 432-2666

Estimate

Date	Estimate #
10/3/2023	1767

Name / Address
City of Mobile (Acct. Pay) P.O. Box 1948 Mobile, AL 36633

Project

Item	Description	Qty	Cost	Total
	Asset # 33386 REVISED ESTIMATE			
Labor	Sandblast and line inside of water tank truck.	98	125.00	12,250.00
Misc Parts	Industrial Liner (Two Coats) This is an estimated quantity	24	98.46	2,363.04
Paint/Body Supplies		1	120.00	120.00
Misc Parts	Blast Media This is an estimated quantity	36	21.52	774.72
Shop Supplies	Rental Safety Equipment	1	400.00	400.00
Misc Supplies	Ventilation Rental	1	2,120.01	2,120.01

John Evans 10-4-2023

Subtotal	$18,027.77
Sales Tax (0.0%)	$0.00
Total	$18,027.77

Strachan Services, Inc.

1878 9th St.
Mobile, AL 36615
(251) 432-2666

Estimate

Date	Estimate #
11/20/2023	1767

Name / Address
City of Mobile (Acct. Pay) P.O. Box 1948 Mobile, AL 36633

Project

Item	Description	Qty	Cost	Total
	Asset # 33386 2ND REVISED ESTIMATE			
Labor	Sandblast and line inside of water tank truck.	128	125.00	16,000.00
Misc Parts	Industrial Liner (Three Coats)	18	189.00	3,402.00
Paint/Body Supplies		1	220.00	220.00
Misc Parts	Blast Media	36	21.52	774.72
Shop Supplies	Rental Safety Equipment	1	600.00	600.00
Misc Supplies	Ventilation Rental	1	2,120.01	2,120.01

John Evans 11-27-2023

Subtotal	$23,116.73
Sales Tax (0.0%)	$0.00
Total	$23,116.73

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to UJ Chevrolet Co Inc for wreck repairs to 2021 Chevrolet Tahoe SUV.
Fleet capital.

Amount of Contract:

$17,959.54

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20231212 UJ Agenda Package POs	Cover Memo	12/12/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/14/2023 - 2:35 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
4423	2023	(2050) FLEET MANAGEMENT-GARAGE	WRECK REPAIRS TO 2021 CHEVROLET TAHOE (BELOW BID REQUIREMENT)	$17,959.54	(210000) UJ CHEVROLET CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00004423-00 FY 2023
MUNICIPAL GARAGE	PO 23003855
770 GAYLE STREET	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45050.
MOBILE, AL	Review:
36604	Buyer: 9105spam
	Status: Converted Page 1

Vendor	Ship To
U J CHEVROLET CO INC	MUNICIPAL GARAGE
7581 AIRPORT BLVD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36608	SHERRIL.DOWNEY@CITYOFMOBILE.ORG
Tel#251-633-3321	Delivery Reference
Fax 251-452-0066	DERRICK HILL
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/13/23	210000				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	REPAIR REAR WRECK DAMAGE	1.00 LOT	13318.44000	13318.44

Additional Description Notes

QUOTE # 117390209, 1/12/23

1 7000.40.20.0000.0000.2070.0000.0000.45050. 13318.44

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DERRICK HILL

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Work Order: 181173
Work Order Task: 1

Requisition Link

Requisition Total 13318.44

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45050.	13318.44	22023856.30

MOTOR POOL EXP REPAIR PARTS

Bill To	Requisition 00004423-00 FY 2023
MUNICIPAL GARAGE	PO 23003855
770 GAYLE STREET	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45050.
MOBILE, AL	Review:
36604	Buyer: 9105spam
	Status: Converted Page 2

Vendor	Ship To
U J CHEVROLET CO INC	MUNICIPAL GARAGE
7581 AIRPORT BLVD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36608	SHERRIL.DOWNEY@CITYOFMOBILE.ORG
Tel#251-633-3321	Delivery Reference
Fax 251-452-0066	DERRICK HILL
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/13/23	210000				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	01/17/23	CHARLES SUMRALL	Reviewed and approve
Approved	01/17/23	KINA ANDREWS	Auto approved by: 910520042
Approved	01/17/23	JAMES DELAPP	Auto approved by: 910520042
Approved	01/17/23	CASI CALLAWAY	Auto approved by: 910520042
Approved	01/17/23	MARC VASSALLO	
Approved	01/17/23	DONALD ROSE	Auto approved by: 9105spam
Approved	01/17/23	SANDRA LEWIS	Auto approved by: 9105spam
Approved	01/17/23	KAREN NAMAN	Auto approved by: 9105spam
Approved	01/17/23	JOHN PAINE	Auto approved by: 9105spam
Approved	01/17/23	MICHAEL SPAFFORD	

Authorized By: _____ Date: _____
Signature

REQUISITION

City of Mobile Garage

☐ NON-STOCKED PART(S) ☐ VENDOR SERVICE

W.O.# 181173-1	SN/VIN#		
MAKE Chev	MODEL Tahoe	21	YR.
ASSET# 76623	MECHANIC / SUPV. D.H.11		

QTY	PART NUMBER	DESCRIPTION
		Repair Rear Wreck Damage per quote $13,318.44
		UJ Chevrolet

PARTS CLERK	DATE	TIME
PARTS BUYER	DATE	TIME
G#		UJ Chev 210000
AP# 4423		
PARTS BUYER	DATE	TIME

MG23 (REV. 6/02)

181173-1
76623

4423

U-J CHEVROLET
CHEVY CITY
"MOBILE'S OLDEST GM DEALER"

U - J CHEVROLET

"MOBILE'S OLDEST GM DEALER"
7581 AIRPORT BLVD., PO BOX 850189, MOBILE, AL 36608
Phone: (251) 633-3321
FAX: (251) 544-4453

Workfile ID: d1adcb24
PartsShare: 774CqK
Federal ID: 63-0268427

Preliminary Estimate

Customer: CITY OF MOBILE

Job Number: 562969

Written By: Dale McManus

Insured:	CITY OF MOBILE	Policy #:		Claim #:	76623
Type of Loss:		Date of Loss:		Days to Repair:	0
Point of Impact:	07 Left Rear				

Owner:
CITY OF MOBILE

Inspection Location:
U - J CHEVROLET
7581 AIRPORT BLVD.
PO BOX 850189
MOBILE, AL 36608
Repair Facility
(251) 633-3321 Business

Insurance Company:

VEHICLE

2021 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

VIN:	1GNSCLED7MR458897	Interior Color:	BLACK	Mileage In:	11,021	Vehicle Out:	
License:	7108MU	Exterior Color:	WHITE	Mileage Out:			
State:	AL	Production Date:	8/2021	Condition:	Good	Job #:	562969

TRANSMISSION
Automatic Transmission
Overdrive

POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat

DECOR
Dual Mirrors
Privacy Glass
Console/Storage

CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Dual Air Condition
Backup Camera
Parking Sensors

RADIO
AM Radio
FM Radio
Stereo
Search/Seek
Auxiliary Audio Connection

SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Hands Free Device
Xenon or L.E.D. Headlamps
Positraction
Lane Departure Warning

ROOF
Luggage/Roof Rack

SEATS
3rd Row Seat

WHEELS
Aluminum/Alloy Wheels

PAINT
Clear Coat Paint

TRUCK
Trailer Hitch
Trailering Package
Running Boards/Side Steps

Customer: CITY OF MOBILE **Job Number: 562969**

2021 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

Line		Oper	Description	Part Number	Qty	Extended Price $		Labor	Paint
1	**VEHICLE DIAGNOSTICS**								
2	*	Rpr	Pre-repair scan				m	1.0 M	
3	*	Rpr	Post-repair scan				m	1.0 M	
4	**REAR BUMPER**								
5			O/H rear bumper					3.2	
6		Repl	Bumper cover	87814042	1	749.90		Incl.	3.0
7			Add for Clear Coat						1.2
8	#	Refn	Prep Unprimed Bumper						0.7
9		Repl	Molding chrome	84371054	1	124.03		Incl.	
10		Repl	Lower cover single exhaust	84805324	1	391.08		Incl.	
11		Repl	LT Guide bracket	84856698	1	31.38		0.1	
12		Repl	Step pad	84286523	1	78.83		Incl.	
13		Repl	Impact bar	85112463	1	754.78		0.3	
14		Repl	LT Reflector w/o KC markings	84239330	1	21.38		Incl.	
15		Repl	Support bracket	84701985	1	27.98			
16		Repl	Harness manual lift gate, w/trlr tire press w/blind spot	84813528	1	136.69		Incl.	
17		Repl	LT Object sensor	84852645	1	177.42	m	Incl.	
18	**REAR LAMPS**								
19		Repl	LT Tail lamp	84849416	1	618.82		Incl.	
20	**LIFT GATE**								
21		Repl	Lift gate	84806965	1	1,370.05		4.8	3.6
22			Add for Clear Coat						1.4
23	#	Rpr	Add To Transfer Lights					1.0	
24	#	Subl	Transfer Glass		1	120.00	X		
25	#	Repl	URETHANE KIT		1	25.00			
26	**WHEELS**								
27		R&I	Spare Spare wheel					0.3	
28	**REAR BODY**								
29		Repl	Rear body panel (HSS)	84938718	1	571.12		9.2	1.5
30			Deduct for Rear Bumper R&I					-1.1	
31			Add for Clear Coat						0.3
32			Overlap Major Non-Adj. Panel						-0.2
33	**	Repl	A/M 3M-8115 SEAM SEALER		1	24.77		1.0	
34	*	Rpr	Rear floor pan (HSS)					2.5	1.5
35	#	Refn	Base Coat Reduction						-0.5
36	**PILLARS, ROCKER & FLOOR**								
37		Sect	LT Uniside assy quarter panel cut window opening	85595978	1	1,721.23	s	18.5	3.2
38			Overlap Major Adj. Panel						-0.4
39			Add for Clear Coat						0.6
40			Deduct for Rear Bumper R&I					-1.1	
41	#	Subl	R&I Lt Quarter Glass		1	120.00	X		

Customer: CITY OF MOBILE **Job Number: 562969**

2021 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

42	#	Repl	URETHANE KIT		1	25.00			
43	#	R&I	Interior Trim Seats Trim Panels In Storage Area				4.0		
44	**REAR DOOR**								
45		Blnd	LT Door shell w/o body side moldings						1.1
46		R&I	LT Belt molding chrome				0.3		
47		R&I	LT Upper molding chrome				0.2		
48		R&I	LT Front applique				0.2		
49		R&I	LT Rear applique				0.2		
50		R&I	LT Door glass GM w/privacy tint				0.5		
51		R&I	LT Window regulator				0.4		
52	*	R&I	LT Handle, outside w/o chrome				0.4		
53		R&I	LT R&I trim panel				0.4		
54		Repl	LT Rear w'strip	84741545	1	42.28	0.1		
55	#	Rpr	REMOVE STRIPES & DECALS				1.5		
56	#	Rpr	Set Up & Measure				2.0		
57	#	Rpr	Rough Pull				3.0	F	
58	#	Repl	COVER CAR FOR PROTECTION		1	12.00	X		
59				OTHER CHARGES					
60	#			E.P.C.	1	5.00			
				SUBTOTALS		**7,148.74**	**53.9**		**17.0**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				6,891.74
Body Labor	48.9 hrs	@	$ 70.00 /hr	3,423.00
Paint Labor	17.0 hrs	@	$ 70.00 /hr	1,190.00
Mechanical Labor	2.0 hrs	@	$ 90.00 /hr	180.00
Frame Labor	3.0 hrs	@	$ 150.00 /hr	450.00
Paint Supplies	17.0 hrs	@	$ 45.00 /hr	765.00
Body Supplies	53.9 hrs	@	$ 3.00 /hr	161.70
Miscellaneous				252.00
Other Charges				5.00
Subtotal				13,318.44
Grand Total				**13,318.44**
Deductible				0.00
CUSTOMER PAY				**0.00**
INSURANCE PAY				**13,318.44**

John Evans 1-13-2023

MyPriceLink Estimate ID / Quote ID:
1035238400786964480 / 117390209

Customer: CITY OF MOBILE **Job Number: 562969**

2021 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

THE ESTIMATE IS BASED ON VISUAL INSPECTION. ANY ADDITIONAL CHARGES FOR WORN OR DAMAGED PARTS WILL BE THE RESPONSIBILITY OF THE PAYING PARTY. ALL PARTS PRICES ARE SUBJECT TO CHANGE. PLEASE REMOVE PERSONAL ITEMS FROM YOUR VEHICLE. WE ARE NOT RESPONSIBLE FOR PERSONAL ITEMS LEFT IN VEHICLE.
THANK YOU FOR YOUR BUSINESS!

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AFTERMARKET CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. THE AFTERMARKET CRASH PARTS USED IN THE PREPARATION OF THIS ESTIMATE ARE WARRANTED BY THE MANUFACTURER OR DISTRIBUTOR OF SUCH PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.

Customer: CITY OF MOBILE **Job Number: 562969**

2021 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR1GC21, CCC Data Date 01/10/2023, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2023 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:
m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:
D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:
Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:
BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

CITY OF MOBILE BODY SHOP

901 KELLY ST., MOBILE, AL 36604
Phone: (251) 208-2885
FAX: (251) 208-2889

Workfile ID: 520923ca
PartsShare: 76RbFM

Preliminary Estimate

Customer: 76623, police

Job Number:

Written By: DERRICK HILL

Insured: 76623, police
Type of Loss:
Point of Impact:

Policy #:
Date of Loss: 12/20/2022 12:00 AM

Claim #:
Days to Repair: 0

Owner:
76623, police

Inspection Location:
CITY OF MOBILE BODY SHOP
901 KELLY ST.
MOBILE, AL 36604
Repair Facility
(251) 208-2885 Day

Insurance Company:

VEHICLE

2021 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection

VIN: 1GNSCLED7MR458897
License:
State: AL

Interior Color:
Exterior Color:
Production Date:

Mileage In:
Mileage Out:
Condition:

Vehicle Out:
Job #:

TRANSMISSION
Automatic Transmission
Overdrive

POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat

DECOR
Dual Mirrors
Privacy Glass
Console/Storage

CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Dual Air Condition
Backup Camera
Parking Sensors

RADIO
AM Radio
FM Radio
Stereo
Search/Seek
Auxiliary Audio Connection

SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Hands Free Device
Xenon or L.E.D. Headlamps
Positraction
Lane Departure Warning

ROOF
Luggage/Roof Rack

SEATS
3rd Row Seat

WHEELS
Aluminum/Alloy Wheels

PAINT
Clear Coat Paint

TRUCK
Trailer Hitch
Trailering Package
Running Boards/Side Steps

Customer: 76623, police

Job Number:

2021 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection

Line	Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**REAR BUMPER**						
2		O/H rear bumper				3.2	
3	Repl	Bumper cover	84806239	1	749.90	Incl.	3.0
4		Add for Clear Coat					1.2
5	Repl	Step pad	84286523	1	77.28	Incl.	
6	Repl	Molding silver	84371056	1	121.60	Incl.	
7	Repl	Support bracket	84701985	1	27.98		
8	Repl	Lower cover single exhaust	84805324	1	377.85	Incl.	
9	Repl	Access cover	85139540	1	58.75	Incl.	
10	Repl	LT Reflector w/o KC markings	84239330	1	20.97	Incl.	
11	Repl	Impact bar	85112463	1	739.98	0.3	
12	Repl	RT Guide bracket	84856699	1	33.67	0.1	
13	Repl	LT Guide bracket	84856698	1	30.77	0.1	
14	Repl	Harness manual lift gate, w/o trlr tire press w/o blind spot	84813519	1	95.82	Incl.	
15	Repl	Park sensor	84586217	1	59.38 m	Incl.	0.2
16	**REAR LAMPS**						
17	Repl	LT Tail lamp	84849416	1	606.68	Incl.	
18	**LIFT GATE**						
19	Repl	Lift gate	84806965	1	1,343.18	4.8	3.6
20	Repl	Applique panel type 1	84939106	1	299.63	Incl.	1.6
21	**REAR BODY**						
22	Repl	Rear body panel (HSS)	84938718	1	571.12	9.2	1.5
23		Overlap Major Non-Adj. Panel					-0.2
24		Deduct for Rear Bumper R&I				-1.1	
25	**PILLARS, ROCKER & FLOOR**						
26	Repl	LT Uniside assy	85595978	1	1,687.48 s	32.7	8.0
27		Overlap Major Adj. Panel					-0.4
28		Deduct for Rear Bumper R&I				-1.1	
29		Clear Coat					2.5
30	**QUARTER PANEL**						
31	Repl	LT Wheelhouse liner	84856835	1	125.83	0.3	
			SUBTOTALS		**7,027.87**	**48.5**	**21.0**

Customer: 76623, police

Job Number:

2021 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				7,027.87
Body Labor	48.5 hrs	@	$ 54.00 /hr	2,619.00
Paint Labor	21.0 hrs	@	$ 54.00 /hr	1,134.00
Paint Supplies	22.1 hrs	@	$ 36.00 /hr	795.60
Body Supplies	47.5 hrs	@	$ 36.00 /hr	1,710.00
Subtotal				13,286.47
Grand Total				**13,286.47**

MyPriceLink Estimate ID / Quote ID:

1034509829307113472 / 116413178

CITY OF MOBILE BODY SHOP

901 KELLY ST., MOBILE, AL 36604
Phone: (251) 208-2885, Fax: (251) 208-2889

Image Report

Owner:	76623, police	Insurance:		Estimator:	DERRICK HILL	Vehicle Out:
Job Number:		Claim Number:				
Year:	2021	Color:		License Plate:		Production Date:
Make:	CHEV	Body Style:	4D UTV	State:	AL	Mileage In:
Model:	Tahoe Commercial...	Engine:	8-5.3L Gasoline ...	VIN:	1GNSCLED7MR458897	Condition:



12/20/2022
Comments:



12/20/2022
Comments:

CITY OF MOBILE
PURCHASING DEPARTMENT
P.O. Box 1948 MOBILE, ALABAMA 36633
PHONE - (251) 208-7434
FAX - (251) 208-7430

Purchase Order

Fiscal Year 2023 Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 23003855-03

No invoice will be considered without purchase order number on the invoice. No changes, substitutions, or increase in prices without permission of the City of Mobile Purchasing Department.

BILL TO
City of Mobile
Accounts Payable
P.O. Box 389
Mobile, AL 36601

VENDOR
U J CHEVROLET CO INC
7581 AIRPORT BLVD
MOBILE, AL 36608

SHIP TO
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Vendor Phone Number	Vendor Fax Number	Buyer Name	Requisitioner Name Department
251-633-3321	251-452-0066	MICHAEL SPAFFORD	SHERRIL DOWNEY - FLEET MANAGEMENT-…

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
01/17/2023	210000			FLEET MANAGEMENT-GARAGE

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	REPAIR-ASSET 76623 / 2021 CHEVY TAHOE				
1	REPAIR REAR WRECK DAMAGE QUOTE # 117390209, 1/12/23	1.0	LOT	$17,959.54	$17,959.54

CHANGE ORDER

By: _____
Purchasing Agent

VENDOR COPY

PO Total **$17,959.54**

MOBILE
ALABAMA

TO: John Paine FAX #: 251-208-7430

FROM: GARAGE

RE: Approval Request

City of Mobile
Municipal Garage @ 770 Gayle Street
Purchasing Department

OFFICE #: 251-208-2912 FAX #: 251-208-2911

DATE/TIME: 12-4-23

PAGES with COVER: 19

COMMENTS: PLEASE APPROVE

P.O. 2300385S CHANGE ORDER

ASSET # 76623 2021 CHEVROLET TAHOE

ADDITIONAL PARTS AND LABOR

WJ CHEVROLET $ 17,959.54

THANKS, Mike

Customer: CITY OF MOBILE **Job Number: 562969**

2021 CHEV Tahoe Commercial (Fleet) 4D UTV 8-5.3L Gasoline Direct Injection WHITE

				Pull					
79	#		Rpr	Set Up & Measure				2.0	
80	#	S01	Rpr	Rough Pull				6.0	F
81	#		Repl	COVER CAR FOR PROTECTION	1	12.00	X		
82	**FRAME**								
83	*	S01	Rpr	Rear section			s	2.0	F
84				OTHER CHARGES					
85	#			E.P.C.	1	5.00			
				SUBTOTALS		**8,119.54**		**100.0**	**17.6**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				7,997.54
Body Labor	88.2 hrs	@	$ 70.00 /hr	6,174.00
Paint Labor	17.6 hrs	@	$ 70.00 /hr	1,232.00
Mechanical Labor	3.8 hrs	@	$ 90.00 /hr	342.00
Frame Labor	8.0 hrs	@	$ 150.00 /hr	1,200.00
Paint Supplies	17.6 hrs	@	$ 45.00 /hr	792.00
Body Supplies	100.0 hrs	@	$ 1.00 /hr	100.00
Miscellaneous				117.00
Other Charges				5.00
Subtotal				17,959.54
Grand Total				**17,959.54**
Deductible				0.00
CUSTOMER PAY				**0.00**
INSURANCE PAY				**17,959.54**

MyPriceLink Estimate ID / Quote ID:
1035238400786964480 / 126044294

John Evans 12-4-2023

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to University of South Alabama for EMT certification course for MFRD recruit training class 24-01.
General fund.

Amount of Contract:

$46,000.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20231211 USA Agenda Package POs	Cover Memo	12/11/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	12/14/2023 - 2:35 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
2523	2024	(1510) FIRE ADMINISTRATION	EMT CERTIFICATION COURSE FOR MFRD RECRUIT TRAINING CLASS 24-01 (PROFESSIONAL SERVICE)	$46,000.00	(281269) UNIVERSITY OF SOUTH ALABAMA

Adopted:

_____
City Clerk

Bill To	Requisition 00002523-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1518.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
UNIVERSITY OF SOUTH ALABAMA	FIRE CENTRAL SUPPLY
EMS DEPARTMENT	2851 OLD SHELL ROAD
600 CLINIC DR SUITE 400	
	MOBILE, AL 36607
MOBILE, AL 36688-0001	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
12/04/23	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER AGREEMENT			
	Vendor Sourcing Notes			
	Send to: Dean's Office, College of Allied Health Professions, attn: Melody Baker Gray, 251-445-9252			
001	TRAINING CLASS	23.00 EACH	2000.00000	46000.00
	Additional Description Notes			
	RECRUIT CLASS 24-01 EMT Certification Course as per your quote dated 10/23/2023			
	Vendor Item			
	Inventory Item/Loc 12252			
1	1000.30.15.1510.1518.1510.0000.0000.45060.			46000.00
	Ship To			
	FIRE CENTRAL SUPPLY			
	2851 OLD SHELL ROAD			
	MOBILE, AL 36607			
	Delivery Reference			
	VICTORIA RICHARDSON			
	Deliver To			

Bill To	Requisition 00002523-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1518.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Released Page 2

Vendor	Ship To
UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	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
12/04/23	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 46000.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1518.1510.0000.0000.45060. FIRE TRAINING DIV EXP TRAINING	46000.00	6632253.66

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

Activity	Date	Clerk	Comment
Queued	12/04/23	DONALD ROSE	AWAITING COUNCIL APPROVAL
Queued	12/04/23	SANDRA LEWIS	AWAITING COUNCIL APPROVAL
Queued	12/04/23	STEVEN KRONINGER	AWAITING COUNCIL APPROVAL
Queued	12/04/23	SAMANTHA COOLEY	AWAITING COUNCIL APPROVAL
Queued	12/04/23	JOHN PAINE	AWAITING COUNCIL APPROVAL
Queued	12/04/23	MICHAEL SPAFFORD	AWAITING COUNCIL APPROVAL

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Submitted by:

Jennifer Greene, Director of Programs and Project Management

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Transfer funds in the amount of $15,857.00 from the General Fund (Fund 1000) budget of Program and Project Management to Capital Improvements Fund (Fund 2000) Project C0291 CIP Mobile Greenway Initiative. Funds will be used to fund a contract change order for Contract #2820 for Three Mile Creek Segment 6N CE&I.

Funding Source

Project # Transfer from General Fund (Fund 1000) to Capital Improvements (Fund 2000)

Discretionary Funds

Project String

Contract Number: Contract #2820

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	12/14/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	12/14/2023 - 8:03 AM
Legal	Kern, Chris	Approved	12/14/2023 - 2:16 PM
Legal	Kern, Chris	Approved	12/14/2023 - 2:16 PM
Mayors Office	Montgomery, Brandi	Approved	12/14/2023 - 2:35 PM

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $15,857.00 be transferred from the General Fund (Fund 1000) budget of Program & Project Management (Professional and Technical) (10042045.42200) to Capital Improvements and the funds will be transferred from the General Fund (Fund 1000) to the Capital Improvement Fund (Fund 2000) Project C0291 CIP MOBILE GREENWAY INITIATIVE (20002000.93010). These funds will be used to fund a contract change order for Contract# 2820 with Mott Macdonald for Three Mile Creek Segment 6N CE&I.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Submitted by:

Jennifer Greene, Director of Programs and Project Management

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Attached to this memo is a Change Order #2 between the City of Mobile and Mott MacDonald, LLC to increase the contract sum by $15,857.00. This contract covers the administration of the Construction Engineering Inspection (CEI) for the Transportation Alternatives Program (TAP) Grant and RESTORE Grant funded Three Mile Creek Greenway Trail: Section 6 North. This agreement fulfills the requirement for construction observation and complies with the Alabama Department of Transportation (ALDOT).

The additional CEI contract funding is available from C0291, not to exceed $15,857.00. It will provide CEI through the close of the project, to account for the change in scope of work on the Three Mile Creek 6N construction contract with McElhenney Construction Company. Change Order 1 on that contract was adopted by City Council on September 12, 2023 and added Alternates 1 & 2 for an additional contract sum of $499,079.60.

Construction of the Three Mile Creek Greenway Trail: Section 6 North is funded through the subaward agreement for Grant Number M1A13-MGWI between the ADCNR and the City of Mobile for the Three Mile Creek Greenway Trail, which was adopted by City Council on September 22, 2020. These federal funds originated from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). It is also funded through a grant agreement between the City of Mobile and the Alabama Department of Transportation, for the Transportation Alternatives Program (TAP), which was adopted by City Council on October 16, 2018.

Amount of Contract:

$57,000

Effective Date of Contract:

12/19/2023

Funding Source

Project # Three Mile Creek Greenway Trail – 6N CEI; 2022-2045-02

Discretionary Funds N/A

Project String C0291-20002000-48020 **Contract Number:**2820
Budget Amendment **REDUCE** N/A **INCREASE** $15,857.00
Grant Funds N/A **Matching Funds** $0 (no matching funds)

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	12/14/2023
Justification	Backup Material	12/14/2023
Change Order	Backup Material	12/14/2023
Mott Mac Request	Backup Material	12/14/2023
Rate Sheet	Backup Material	12/14/2023
Original Contract	Backup Material	12/14/2023
Change Order #1	Backup Material	12/14/2023
Finance Form	Backup Material	12/14/2023
Resolution	Resolution Letter	12/14/2023

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	12/14/2023 - 11:09 AM
Capital	Hollins, Tiffany	Approved	12/14/2023 - 11:41 AM
Legal	Kern, Chris	Approved	12/14/2023 - 2:15 PM
Mayors Office	Montgomery, Brandi	Approved	12/14/2023 - 2:33 PM

December 5, 2023

To Whom It May Concern:

Attached to this memo is a Change Order Agreement between the City of Mobile and Mott MacDonald, LLC to increase the contract sum by $15,857.00. This contract covers the administration of the Construction Engineering Inspection (CEI) for the Transportation Alternatives Program (TAP) Grant and RESTORE Grant funded Three Mile Creek Greenway Trail: Section 6 North. This agreement fulfills the requirement for construction observation and complies with the Alabama Department of Transportation (ALDOT).

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We look forward to continued communication on this important project. Please call either Jennifer Greene with questions at 251-208-7199 or email at Jennifer.greene@cityofmobile.org or Emma Cochran at 251-208-1084 and emma.cochran@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

JUSTIFICATION FOR CHANGE ORDER

PROJECT:	Three Mile Creek: Section 6 North CEI
CHANGE ORDER NO:	(2) Two
CONTRACTOR:	Mott Macdonald
PROJECT NO:	2022-2045-02
CONTRACT #:	2820
VENDOR #:	275490

The attached Change Order number One (1) to contract with Mott Macdonald dated July 14, 2020 is required because of the following:

[ ] 1. Unusual and difficult circumstances which arose during the course of the execution of the contract that could not have been reasonable foreseen.

[ ] 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.

[ ] 3. Emergencies arising during the course of the work.

[ ] 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.

[X] 5. See attached memo.

[ ] 6. Other:

CITY OF MOBILE
Public Works
205 Government Street, 3rd Floor
Mobile, AL 36602

PROJECT: Three Mile Creek: Section 6 North CEI

CHANGE ORDER NO: (2) Two

ADDRESS: N/A

TO CONTRACTOR: Mott Macdonald, LLC

ADDRESS: 107 St Francis St

Suite 2900

Mobile, AL 36602

DATE: December 5, 2023

PROJECT NO: 2022-2045-02

CONTRACT DATE: July 14, 2020

TERMS: You are hereby authorized to make the following changes hereto:
City desires to increase the total contract sum for the project's contract with Mott Macdonald to complete additional CEI work effort.

THE CONTRACT US CHANGED AS FOLLOWS:

Original Contract Sum:	$57,000.00
Net change by previously authorized change orders:	$0.00
Contract Sum prior to this Change Order:	$57,000.00
Contract Sum will be INCREASED by this Change Order:	$15,857.00
New Contract Sum including this Change Order will be:	$72,857.00

Contract Time will not be changed.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

James A. DeLapp, Exec. Director Public Works

William S. Stimpson, Mayor

ATTEST:

City Clerk

Mott Macdonald, LLC
Contractor

107 St Francis St, Suite 2900, Mobile, AL 36602
Address

By (Signature)

David D. Skipper, P.E.

Date 12/05/2023

(Corporate Seal if applicable)

MOTT MACDONALD

Jennifer Greene
Director of PPM
City of Mobile
205 Government Street
2nd Floor
Mobile, AL 36602

Your Reference
2022-2045-02
TAPAA-TA18(923)

Our Reference
502100285

107 Saint Francis St
Suite 2900
Mobile AL 36602
United States of America

T +1 (251) 343 4366
F +1 (251) 343 6902
mottmac.com

2022-2045-02 Three Mile Creek: Section 6 North Project, Request for Additional CEI Fee

November 30, 2023

Dear Jennifer,

Mott MacDonald (MM) continually strives to maintain our client's budget and our own, but unforeseen circumstances occasionally arise which cause the actual work effort required to exceed what was anticipated during the construction services proposal phase. Such is the case for CEI services being provided by MM on the Three Mile Creek project. Outlined below are circumstances that have impacted the CEI work effort and budget:

1) The actual construction contract was bid and awarded in 2023 with a contract duration of 120 working days, a 33.3% increase above the initial 90 working days upon which the MM fee was based.
2) There was only one bidder for the construction contract. Since the contractor's bid was significantly higher than the estimated construction cost, negotiations took several weeks to complete, thus requiring pre-construction CEI time that was not initially anticipated.
3) There was a delay waiting on additional TAP funds and a subsequent change order to add bid alternates 1 & 2 to the contract.
4) Material procurement related issues have delayed material delivery and thus impacted the project schedule – namely procurement issues associated with the Pioneer pedestrian bridge and the PermaTrak boardwalk system.
5) The anticipated material delivery date for the Pioneer pedestrian bridge is December 5, 2023, and the anticipated material delivery date for the PermaTrak boardwalk system is December 11, 2023.
6) Considering the material procurement related delays, and the overall work remaining, anticipated project completion will be on or around January 18, 2024.

The original CEI Fee established for this project was $57,000.00. Based on the work effort required and the fee billed through October 31, 2023 ($42,857.00), the remainder of the original CEI fee ($14,143.00) will likely be fully expended on or around December 20, 2023. Considering the additional work effort arising from the circumstances and impacts outlined above, Mott MacDonald proposes an additional $15,857.00 in CEI Fee to complete the

MOTT MACDONALD

project and the associated closeout that follows on or around February 15, 2024. We appreciate your consideration of this request in advance.

Should you have any questions, please do not hesitate to call.

Sincerely,

William H. Klepac, PE
Principal Project Manager - CEI
T +1 (251) 406-8281
bill.klepac@mottmac.com

MOTT MACDONALD

2023 HOURLY RATE SCHEDULE

Billing Title	Per Hour*
Principal	$ 285.00
Principal Project Manager/Principal Scientist	$ 255.00
Principal Engineer/Principal Architect	$ 235.00
Senior Project Manager	$ 205.00
Senior Project Engineer	$ 200.00
Senior Project Architect	$ 195.00
Project Manager	$ 165.00
Project Engineer	$ 160.00
Project Architect	$ 155.00
Engineer IV/ Architect IV	$ 150.00
Engineer III/ Architect III	$ 130.00
Engineer II/ Architect II	$ 120.00
Engineer I/ Architect I	$ 110.00
Senior Specialist	$ 165.00
Specialist V	$ 145.00
Specialist IV	$ 115.00
Specialist III	$ 95.00
Specialist II	$ 85.00
Specialist I	$ 65.00
Senior Planner	$ 130.00
Planner	$ 120.00
Senior Designer	$ 180.00
Designer V	$ 150.00
Designer IV	$ 120.00
Designer III	$ 95.00
Senior Inspector/Inspector V	$ 120.00
Inspector IV	$ 100.00
Inspector III	$ 85.00
Inspector II	$ 70.00
Inspector I	$ 65.00
Technician II	$ 65.00
Technician I	$ 55.00
Administrative Assistant III & IV	$ 80.00
Administrative Assistant I & II	$ 70.00

Notes

* Hourly rates for special consultations and services in conjunction with litigation are available upon request.

* Rates are for straight time hours. Rates multiplied by 1.5 for overtime hours for applicable personnel.

* Rates for additional personnel can be provided upon request.

EXPENSES

Mileage @ IRS Rate	
All other Direct Cost	Direct +10%

invoices are payable within 30 days of invoice date.

Delinquent bills are subject to finance charges per our contract

The client Shall pay attorney fees, court costs, and related expenses incurred in the collection of delinquent accounts.

Effective January 1, 2023

21-498

RESOLUTION

2020

Sponsored by: Mayor William S. Stimpson
Councilman Fred Richardson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company: Mott MacDonald Alabama, LLC

Project Name: Three Mile Creek Greenway Trail CE&I Contract for
TAPAA-TA18(923) Segment 6N (TAP Grant)
COM Project No. 2020-2045-04

Estimated Cost: $57,000.00

Adopted: JUL 14 2020

City Clerk



Three Mile Creek Greenway Trail
CE&I Contract
TAPAA-TA18(923) Mobile Greenway
Three Mile Creek:
Segment 6 North (TAP Grant)

PROJECT NO. 2020-2045-04

ENGINEER:

MOTT MACDONALD ALABAMA, LLC

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this 14th day of July 2020, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **Mott MacDonald Alabama, LLC.** (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 the executed documents 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

DESIGN CONSULTANT- The Landscape Architecture Firm assigned to perform architecture and engineering design and construction observation services for this project. The company so assigned to this project is **DIX.HITE+PARTNERS, INC.**

ENGINEER- The engineering company assigned to perform construction engineering and inspection services for this project. The engineering company so assigned to this project is **Mott MacDonald Alabama, LLC.**

INSPECTOR - An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

NOTICE TO PROCEED- A written notice to proceed issued by the CITY ENGINEER either for the Construction Phase or Additional Services.

PROJECT- Three Mile Creek Greenway Trail, Section 6N (TAP Grant), City of Mobile Project No. 2020-2045-04. This Agreement is for construction engineering and inspection for

greenway trail installation and improvements on the north side of the Three Mile Creek between University Health (Hospital) east to approximately the intersection of West Ridge Road and Yerby Drive (See Exhibit A for approximate location).

PROJECT SPECIFICATIONS – Based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications as outlined by the DESIGN CONSULTANT and Engineering Department of the City of Mobile, on file in the office of the CITY ENGINEER.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY all necessary professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary for the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER shall be responsible for all construction engineering and administrative functions as defined in the Scope of Work and referenced manuals and procedures. The ENGINEER shall utilize effective control procedures to assure the construction of said project is performed in reasonable conformity with plans, PROJECT SPECIFICATIONS and contract provisions for assigned project. All work required under this Agreement will be performed in accordance with these standards and practices and any special requirements hereinafter set forth. All work performed by the ENGINEER under this Agreement will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The scope of work is divided into three phases (Bid Phase, Construction Phase, and Project Closeout Phase). The PROJECT will require some or all of the following tasks, which shall be performed upon the issuance of a Notice to Proceed:

Should the CITY ENGINEER request, the ENGINEER shall schedule and conduct bi-weekly meetings with the CITY ENGINEER to provide a status report of progress at each meeting. These meetings shall continue until a written recommendation for acceptance of the PROJECT is issued by the CITY ENGINEER.

The ENGINEER shall submit, in writing, for the CITY ENGINEER's approval, any project technical staff substitution or reassignment, throughout the duration of the Agreement. The CITY ENGINEER shall approve project staff substitution or reassignment prior to appointment by the ENGINEER. The CITY ENGINEER maintains the right to suspend the work wholly or in part due to any inadequacies in the ENGINEER's project staffing.

A. Bid Phase

1. During the bid period and up to the notice of award to the successful bidder, the ENGINEER shall provide the following services:

    a. ENGINEER shall attend a meeting prior to the Pre-bid conference with the CITY staff and the DESIGN CONSULTANT.

    b. Assist the CITY ENGINEER in reviewing the replies to questions from prospective bidders before the replies are sent to the prospective bidders.

B. Construction Phase

1. Quality Assurance

a. The ENGINEER shall conduct a Pre-construction conference with the CITY staff, the DESIGN CONSULTANT, the CONTRACTOR, the testing firm, and all utilities involved in the PROJECT to establish the work schedule and coordination of all persons necessary for the proper execution and construction of the PROJECT.

b. ENGINEER shall require the Contractor to ensure quality assurance during construction. The Contractor's quality assurance shall be conducted in general conformance to procedures set forth in the PROJECT SPECIFICATIONS and the requirements of the NPDES Storm Water Discharge General Permit. The ENGINEER shall require the Contractor to maintain on-site a copy of the PROJECT SPECIFICATIONS and shall insure that all of the personnel involved in the construction phase of the PROJECT are thoroughly familiar with the provisions of the PROJECT SPECIFICATIONS.

2. Compliance with Plans and Specifications

The ENGINEER shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements, excluding safety.

a. The ENGINEER shall inform and coordinate with the testing firm contracted by the CITY, to perform materials testing and associated services.

b. The ENGINEER shall insure that materials comply with specifications by continuous coordination and communication with the testing lab assigned by the CITY.

c. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for approval and payment by the CITY. Each construction invoice must be accompanied by a DBE Utilization Report form filled out by the CONTRACTOR.

3. Project Inspection

a. The ENGINEER shall appoint a competent INSPECTOR, capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work to be performed, who shall work under the direct supervision of a registered ENGINEER. The INSPECTOR shall be experienced and qualified to determine the requirements of the plans and specifications. The ENGINEER shall submit the INSPECTOR's qualifications in written format to the CITY ENGINEER prior to the start of construction. The CITY ENGINEER shall approve any substitution or additional staff prior to appointment by the ENGINEER.

The CITY reserves the right to require replacement of any INSPECTOR considered to be unqualified for the work. The duty of the INSPECTOR is to determine contractor compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the INSPECTOR or the ENGINEER's superintendent controls or assumes a right to the manner in which the Contractor performs the work.

b. Based upon actual field conditions, the ENGINEER will make design adjustments to best fit the sidewalk at the proposed locations. Before these changes are implemented, the

ENGINEER will consult the proposed changes with the CITY and the DESIGN CONSULTANT. Design adjustments shall include amending the cross slope, grades, and tie-ins.

c. The CITY ENGINEER reserves the right to appoint department representatives to observe all plans and/ or works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications and/ or reports of the ENGINEER relating to the PROJECT.

d. The CITY will retain a testing firm to provide laboratory services for all soils studies, reports, inspections, sampling, and tests required throughout the construction of the PROJECT.

e. The professional ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the CITY ENGINEER.

f. The ENGINEER shall have a copy of, and be thoroughly familiar with applicable PROJECT SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements.

g. The ENGINEER's INSPECTOR shall keep a daily diary, listing equipment on site and in use, weather conditions, Contractor's personnel on site, and the work accomplished each day.

h. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Professional Engineer in responsible charge for the PROJECT must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation.

i. The ENGINEER's INSPECTOR will sign all asphalt tickets, at the site, previously signed by the Testing Firm's representative, indicating his approval of the materials to be installed.

j. The ENGINEER shall require the Contractor to check all of the Contractor's equipment before it is used on the PROJECT to assure that it meets the requirements of the STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The PROJECT shall be stopped at any time if the equipment is not in accordance with STANDARD SPECIFICATIONS.

4. Progress Review

The ENGINEER will be required to maintain strict review of progress of the PROJECT construction. A monthly time report shall be submitted to the CITY ENGINEER and to the Contractor. The monthly report will be dated the Monday following the reported period, delivered via email or regular mail, and postmarked to the Contractor on the same date.

Any discrepancies between the Contractor and the ENGINEER regarding the monthly work day charge must be resolved immediately. Discrepancies not resolved within ten (10) working days of the original report date shall be documented by the ENGINEER and

delivered to the CITY ENGINEER. At this time, the CITY ENGINEER will intervene and resolve the dispute. The CITY ENGINEER's resolution shall be accepted by and binding on both the ENGINEER and the Contractor. If the Contractor has not informed the ENGINEER in writing of any disagreement with the monthly work day charge within ten (10) work days of the original report date, such monthly work day charge shall be deemed accepted by the Contractor. No subsequent complaint will be allowed. When the work has been stopped by reasons beyond the Contractor's control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the Contractor when work can resume. It will then be the duty of the Contractor to notify the ENGINEER of when and where work on the PROJECT will resume.

C. Project Closeout Phase

1. When all pay items have been completed; the ENGINEER shall hold a semi-final review and give the contractor a written "Punch List" of items to be completed prior to the ENGINEER's recommendation for acceptance of the PROJECT. When the Contractor has completed the work on the Punch List to the satisfaction of the ENGINEER, a written recommendation for acceptance of the PROJECT will be submitted to the CITY ENGINEER.

2. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the contract documents, the CITY ENGINEER will conduct a final review. Following the CITY ENGINEER's concurrence with the recommendation for acceptance, the ENGINEER shall provide written notification to the contractor indicating the acceptance date for PROJECT maintenance. A copy of the said notification will be provided to the CITY ENGINEER.

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. The CITY may terminate this Agreement 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 Item V.A.l., "Basis of Payment". 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 Agreement 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 Agreement, in respect to all covenants of this Agreement. Except as above, neither the CITY nor the ENGINEER shall assign, sublet or transfer his or its interest in this Agreement without written consent of the other party hereto.

D. All covenants, agreements, and stipulations of this Agreement shall remain in full force until

completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this Agreement, whichever occurs first. The Agreement time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this Agreement 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 Agreement.

The parties acknowledge and agree that this Agreement, for all purposes including without limitation its formation, interpretation and enforcement, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of laws rules, and that the Circuit Court of Mobile County, Alabama shall be the exclusive venue for any and all claims or suits arising under this Agreement.

V. BASIS OF PAYMENT

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services 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 Fee Schedule which is incorporated into this Agreement as Exhibit B. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Fee Schedule in Exhibit C and as authorized by the CITY as follows:

1. Upon letting of the contract for construction of this project, compensation to the ENGINEER shall continue to be based on work performed and documented but shall be limited to the percentage completion of the construction, which such percentage of completion shall be determined by the CITY ENGINEER. The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit D for requirements for closing the PROJECT. Payment for work performed in this Agreement shall not exceed $51,500.00 (Fifty One Thousand Five Hundred Dollars and Zero Cents).

    a. Payment for work performed in Section III.A shall not exceed $5,150.00 (Five Thousand One Hundred Fifty Dollars and Zero Cents).

    b. Payment for work performed in Section III.B shall not exceed $41,200.00 (Forty One Thousand Two Hundred Dollars and Zero Cents).

    c. Payment for work performed in Section III.C shall not exceed $5,150.00 (Five Thousand One Hundred Fifty Dollars and Zero Cents).

Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in Exhibit C and shall not exceed $5,500.00 (Five Thousand Five Hundred Dollars and Zero Cents).

2. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATION OF ENGINEERING COMPENSATION

1. 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 $57,000.00 (Fifty Seven Thousand Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. INDEMNITY: It is understood and agreed that ENGINEER shall indemnify, defend, and save harmless the CITY ENGINEER and the CITY, their employees, agents, servants and officials from and against all loss arising from or in any manner related to claims, suits, actions, damages, reasonable attorneys' fees, and costs of every nature and description for or arising out of injury to person(s), including death, or damage to property resulting or arising from ENGINEER's negligence or intentional misconduct in performance of the services provided under this Agreement or NOTICE TO PROCEED. This provision shall survive the expiration or termination of the Agreement.

B. INSURANCE: For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

ENGINEER shall name the City of Mobile as an additional insured.

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 professional liability, workers compensation and employer's liability insurance shall be endorsed to name City of Mobile as an Additional Insured.

3. Primary Insurance - All policies of insurance, except professional liability, workers compensation and employer's liability insurance 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, ENGINEER 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. ENGINEER shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

By signing this Agreement, 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.

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by City under this contract is 2019 CIP. Said funds are on hand at the time of the execution of this contract.

IX. PROHIBITION OF BOYCOTTING / OPEN TRADE

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

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 entities 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.

IN WITNESS WHERE OF, **Mott MacDonald Alabama, LLC**, a corporation, has caused its name to be signed hereto by **Kendall Kilpatrick**, its **Executive Vice President**, and by **Katie Parker**, its **Vice President**, both duly authorized in full to bind the corporation, and the City of Mobile, a municipal corporation, has caused this instrument to be executed by its Mayor and attested by its City Clerk on the day and year first above written.

CITY OF MOBILE

By: _____
Its Mayor

ATTEST:
By: _____
Its City Clerk

Mott MacDonald Alabama, LLC

_____ 5/18/2020

By: Kendall Kilpatrick

Its: Executive Vice President

Address: 107 St Francis Street, Ste 2900

Mobile, AL 36602

Telephone: (251) 343-4366

ATTEST:

By: _____

Its: Vice President

CORPORATE SEAL

STATE OF ALABAMA

CITY OF MOBILE

I, DAVID H. CHALTAIN, a Notary Public in and for said State and County, hereby certify that KENDALL KILPATRICK, whose name as EXECUTIVE VICE PRESIDENT of MOTT MACDONALD ALABAMA, LLC is signed to the foregoing conveyance and who is 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 voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the 18th day of MAY, 2020.

DAVID H CHALTAIN
Notary Public
Alabama State at Large

NOTARY PUBLIC

My Commission Expires: 4-22-2024

EXHIBIT A: PROJECT DETAILS

PROJECT: TAPAA-TA18(923) Mobile Greenway Three Mile Creek: Segment 6 North. The project includes design of a 12' wide multi-use trail along the northern bank of Three Mile Creek between University of South Alabama Medical Center and Strickland Youth Center.

City of Mobile Project No. **2020-2045-04.**

Federal Aid Project No. TAPAA-TA18(923)

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST: Total fees to be paid the ENGINEER shall not exceed $57,000.00 (Fifty Seven Thousand Dollars and Zero Cents), unless authorized by the CITY.

CITY DISTRICT: 1

FUNDING SOURCE: Transportation Alternative Program (Federal Aid Grant) – 80/20 Match with CIP (FY 2019) providing the match money covering both construction and construction inspection services.

MAP:



Proposed Trail
Existing Trail

USGS &.5 Minute Map
Mobile Greenway: Segment 6 north

500 1000ft

EXHIBIT B: ENGINEER'S FEE SCHEDULE

Bid Phase	$5,150.00
Construction Phase	$41,200.00
Project Closeout Phase	$5,150.00
Additional Services	$5,500.00
Agreement Not to Exceed	$57,000.00

*See Engineer's Rate information attached herein.

EXHIBIT C: ENGINEER'S SUMMARY OF HOURLY RATES

MOTT MACDONALD
2020 HOURLY RATE SCHEDULE

Billing Title	Per Hour*
Principal	$ 260.00
Principal Project Manager/Principal Architect/Principal Engineer/Principal Landscape Architect	$ 225.00
Senior Project Manager	$ 185.00
Senior Project Engineer	$ 175.00
Senior Project Architect	$ 175.00
Project Manager	$ 145.00
Project Engineer	$ 140.00
Project Architect	$ 130.00
Engineer IV/ Architect IV	$ 130.00
Engineer III/ Architect III	$ 110.00
Engineer II/ Architect II	$ 100.00
Engineer I/ Architect I	$ 95.00
Senior Specialist	$ 155.00
Specialist V	$ 110.00
Specialist IV	$ 105.00
Specialist III	$ 85.00
Specialist II	$ 70.00
Specialist I	$ 60.00
Planner II	$ 95.00
Senior Designer	$ 150.00
Designer V	$ 130.00
Designer IV	$ 110.00
Designer III	$ 85.00
Senior Inspector	$ 100.00
Inspector IV	$ 85.00
Inspector III	$ 70.00
Inspector II	$ 65.00
Inspector I	$ 55.00
Technician II	$ 65.00
Technician I	$ 50.00
Principal Specialist - Surveyor	$ 150.00
Senior Surveyor	$ 145.00
Surveyor V	$ 120.00
Surveyor IV	$ 110.00
Surveyor III	$ 75.00
Surveyor II	$ 55.00
Surveyor I	$ 50.00
Administrative Assistant III & IV	$ 75.00
Administrative Assistant I & II	$ 55.00
1-Person with robotic equipment	$ 95.00
2-Person Survey Crew	$ 175.00
3-Person Survey Crew	$ 240.00
4-Person Survey Crew	$ 320.00

Notes

*** Hourly rates for special consultations and services in conjunction with litigation are available upon request.**

*** Rates are for straight time hours. Rates multiplied by 1.5 for overtime hours for applicable personnel.**

*** Rates for additional personnel can be provided upon request.**

EXPENSES

Mileage @ IRS Rate	
All other Direct Cost	Direct +10%

invoices are payable within 30 days of invoice date.

Delinquent bills are subject to finance charges per our contract

The client Shall pay attorney fees, court costs, and related expenses incurred in the collection of delinquent accounts.

Effective February 1, 2020

EXHIBIT D: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for project closeout:

- Engineers Field Book
- Pictures of project site before, during & after construction
- As-built Drawings
- Inspector's Daily Reports
- Correspondence affecting Construction
- Quantity & Payment Documentation
    - Documents showing final quantities & payment
    - Product Specifications, if applicable
- All Haul Tickets
    - Separated by pay items & date. Then labeled with date, pay item #, total quantity for that day, & total quantity to date.
- All Test Reports
- Certified Payroll documentation
- CADD files of drawings
- Pdf's of drawings

EXHIBIT E: CERTIFICATIONS AND AFFIDAVITS

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/13/2020

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 Willis of New Jersey, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	**CONTACT NAME:** Willis Towers Watson Certificate Center **PHONE (A/C, No, Ext):** 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378 **E-MAIL ADDRESS:** certificates@willis.com
INSURED Mott MacDonald Alabama, LLC 111 Wood Avenue South Iselin, NJ 08830	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : Fireman's Fund Insurance Company — 21873 INSURER B : Travelers Property Casualty Company of Ame — 25674 INSURER C : Lloyd's Syndicate 1886 — C5136 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W16457970 **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 X LOC OTHER:	Y	Y	MZX80997800	06/30/2019	06/30/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY X Comp/Coll $1,000	Y	Y	MZX80997800	06/30/2019	06/30/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	ZUP-15S91842-19-NF	06/30/2019	06/30/2020	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	SCW0099151901	06/30/2019	06/30/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liab.			B080120388P19	06/30/2019	06/30/2020	Per Claim Per Aggregate	$1,000,000 $1,000,000

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

Project Number 2020-2045-04.

City of Mobile is Additional Insured as respects to General Liability Auto Liability, and Umbrella Liability as per written contract or agreement.

General Liability Auto Liability, and Umbrella Liability policies shall be Primary and Non-Contributory with any other

CERTIFICATE HOLDER

City of Mobile
205 Government Street
Mobile, AL 36644

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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SR ID: 19612463 BATCH: 1678642

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis of New Jersey, Inc.		Mott MacDonald Alabama, LLC 111 Wood Avenue South Iselin, NJ 08830
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

insurance in force for or which may be purchased by Additional Insured as agreed to by written contract.

Waiver of Subrogation applies in favor of City of Mobile with respects to General Liability, Auto Liability, Umbrella Liability and Worker's Compensation as agreed to by written contract as permitted by law.

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SR ID: 19612463 BATCH: 1678642 CERT: W16457970

Additional Insured - Owners, Lessees or Contractors - Completed Operations - CG 20 37 04 13

Policy Amendment(s) Commercial General Liability

Insured: **MOTT MACDONALD GROUP, INC**

Policy Number: **S 91 MZX 80997800**

Producer: **WILLIS OF NEW JERSEY, INC**

Effective Date: **06-30-19**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Products/Completed Operations Liability Coverage Part

Schedule

Name Of Additional Insured Person(s) Or Organization(s)	**Location And Description Of Completed Operations**
As required by written contract	

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

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury** or **property damage** caused, in whole or in part, by **your work** at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the **products-completed operations hazard**.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Julie A. Blume
Secretary

Peter E. Chase
President

CG2037 4-13
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Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization - CG 20 10 04 13

Policy Amendment(s) Commercial General Liability

Insured:	Mott MacDonald Group, Inc.	Policy Number:	MZX80997800
Producer:	Willis of New Jersey, Inc.	Effective Date:	06/30/2019

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any owner, lessee or contractor for whom you are performing operations when you and such owner, lessee or contractor have agreed in writing in a contract or agreement that such owner, lessee or contractor should be added as an additional insured on your policy.	Locations that are listed in the written contracts or agreements stated on the left side of this SCHEDULE.

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

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **bodily injury** or **property damage** occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

MultiCover® - CG 71 58 01 14

Policy Amendment(s) Commercial General Liability Coverage Form

Your Commercial General Liability Coverage Form is revised as follows:

1. **Broadened Named Insured**

   A. SECTION II - WHO IS AN INSURED, item 3., is deleted and replaced by the following:

      3. Any organization that you own at the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period majority ownership or majority interest, will qualify as a Named Insured if:

         a. There is no other similar insurance available to that organization; and

         b. The first Named Insured shown in the Declarations has the responsibility of placing insurance for that organization; and

         c. That organization is incorporated or organized under the laws of the United States of America.

         However:

         (1) Coverage under this provision 3 is afforded only until the next occurring annual anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and

         (2) Coverage A does not apply to **bodily injury** or **property damage** that occurred before you acquired or formed the organization; and

         (3) Coverage B does not apply to **personal and advertising injury** arising out of an offense committed before you acquired or formed the organization.

   B. SECTION II - WHO IS AN INSURED, the last paragraph, is deleted and replaced by the following:

      No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations. However, this does not apply to a limited liability company that meets all of the conditions in Section II - Who Is An Insured, item 3., above.

2. **Additional Insured**

   If an Additional Insured endorsement is attached to this policy that specifically names a person or organization as an additional insured, then this Section 2. Additional Insured does not apply to such person or organization.

   SECTION II - WHO IS AN INSURED, subsection 2.e., is added as follows:

   e. Any person or organization is included as an additional insured, but only to the extent such person or organization is legally obligated to pay for **bodily injury**, **property damage** or **personal and advertising injury** caused by your acts or omissions. With respect to the insurance afforded to such additional insured, all of the following additional provisions apply:

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies®** as named in the policy

Secretary

President

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(1) You have agreed in a written **insured contract** that such person or organization be added as an additional insured under this policy;

(2) The **bodily injury**, **property damage** or **personal and advertising injury** for which said person or organization is legally obligated to pay occurs subsequent to the execution of such **insured contract**;

(3) The most we will pay is the lesser of either the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or the limits of insurance required by the **insured contract**;

(4) The insurance afforded to such additional insured only applies to the extent permitted by law;

(5) Such person or organization is an additional insured only with respect to:

(a) Their ownership, maintenance, or use of that part of the premises, or land, owned by, rented to, or leased to you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;

(b) Your ongoing operations performed for that insured;

(c) Their financial control of you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;

(d) The maintenance, operation or use by you of equipment leased to you by such person or organization;

(e) Operations performed by you or on your behalf and for which a state or political subdivision has issued a permit, provided such operations are not performed for such state or political subdivision, and are not included within the **products-completed operations hazard**; or

(f) Their liability as a grantor of a franchise to you.

(6) This insurance does not apply to **bodily injury**, **property damage**, **personal and advertising injury**, **occurrence** or offense:

(a) Which takes place at a particular premises after you cease to be a tenant of that premises;

(b) Which takes place after all work, including materials, parts or equipment furnished in connection with such work to be performed by or on behalf of the additional insured at the site of the covered operations, has been completed;

(c) Which takes place after that portion of **your work** out of which the injury or damage arises has been put to its intended use by any other person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project; or

(d) Which takes place after the expiration of any equipment lease to which (4)(d) above applies;

(7) With respect to architects, engineers or surveyors, coverage does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering or failure to render any professional services by or for you, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or

(b) Supervisory, inspection, architectural, or engineering services.

These exclusions apply even if the claims against any insured allege negligence or

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other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the **occurrence** which caused the **bodily injury** or **property damage**, or the offense which caused the **personal or advertising injury** involved the rendering of or the failure to render any professional services by or for you.

3. **Additional Insured - Vendors**

If an Additional Insured Vendors endorsement is attached to this policy that specifically names a person or organization as an additional insured, then this Section 3. Additional Insured - Vendors does not apply to that person or organization.

Unless the **products-completed operations hazard** is excluded from this policy, SECTION II - WHO IS AN INSURED, item 2.f. is added as follows:

f. Any vendor of yours is included as an additional insured, but only with respect to **bodily injury** or **property damage** caused by **your products** which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded such vendor does not apply to:

(a) **Bodily injury** or **property damage** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed by the vendor in full compliance with the manufacturer's written instructions at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) **Bodily injury** or **property damage** arising out of the liability of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products or any ingredient, part or container, entering into, accompanying or containing such products;

(3) The most we will pay is the lesser of either the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or the limits of insurance required by the contract or agreement; and

(4) The insurance afforded to such vendor only applies to the extent permitted by law.

4. **Additional Insured - Limited Primary and Noncontributory Provision**

The following is added as a second paragraph to Section IV Conditions, Condition 4. Other Insurance, following paragraph b.(2):

However, if you have added any person, organization or vendor of yours as an additional insured to

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this policy by way of this MultiCover® endorsement and have agreed in a written **insured contract** that this insurance is primary and non-contributory with other insurance available to that additional insured, this insurance is primary and we will not seek contribution from such additional insured's other insurance, provided that the additional insured is a Named Insured under such other insurance.

5. **Waiver of Subrogation**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 8., is deleted and replaced by the following:

8. Transfer of Rights of Recovery Against Others to Us and Blanket Waiver of Subrogation

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after the loss to impair those rights. At our request, the insured will bring **suit** or transfer those rights to us and help us enforce them.

b. If required by a written **insured contract** executed prior to the **occurrence** or offense, we waive any right of recovery we may have against any person or organization named in such **insured contract**, because of payments we make for injury or damage arising out of your operations or **your work** for that person or organization.

6. **Cancellation - 90 Days**

Common Policy Conditions endorsement IL0017, A. Cancellation, item 2.b. is deleted and replaced by the following:

b. 90 days before the effective date of cancellation if we cancel for any other reason.

7. **Liberalization**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, the following is added as an additional Condition:

Liberalization

If we adopt a change in our forms or rules which would broaden the coverage provided by any form that is a part of this policy without an extra premium charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

8. **Fire, Explosion, Sprinkler Leakage, or Lightning Legal Liability Coverage**

A. SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, the last paragraph, is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while:

1. Rented to you;

2. Temporarily occupied by you with the permission of the owner; or

3. Managed by you under a written agreement with the owner.

A separate limit of insurance applies to this coverage as described in Section III - LIMITS OF INSURANCE.

B. SECTION III - LIMITS OF INSURANCE, item 6., is deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented To You Limit shown in the Declarations, for **property damage** to any one premises while rented to you, or in the case of damage by fire, explosion, sprinkler leakage, or lightning while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner, is the greater of:

a. $1,000,000 Any One Premises; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

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C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, b. Excess Insurance, (1)(a), items (i) and (iii), are deleted and replaced by the following:

(i) That is Fire, Explosion, Sprinkler Leakage, or Lightning insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for **property damage** to premises rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner; or

D. SECTION V - DEFINITIONS, 9. **Insured Contract**, item a., is deleted and replaced by the following:

(a) A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, is not an **insured contract**;

9. **Damage to Invitees' Automobiles from Falling Trees or Tree Limbs - Limited Coverage**

This coverage applies to direct physical damage to automobiles owned by invitees subject to all of the following:

1. Provided such damage originates from trees on premises owned, managed, leased or rented by an insured;

2. Coverage applies only to invitees of an insured or an insured's tenant;

3. Such damage is directly caused by wind-driven falling trees or tree limbs;

4. The most we will pay for any one loss is the lowest of:

a. the actual cash value of the damaged automobile as of the time of the loss; or

b. the cost of repairing the damaged automobile; or

c. the cost of replacing the damaged automobile with another automobile of like kind and quality.

Regardless of the number of occurrences, losses or claims, this coverage is subject to a limit of $25,000 in any one policy period;

5. This coverage is not subject to the General Liability General Aggregate Limit; and

6. We will make payments under this coverage without regard to fault.

10. **Non-Owned or Chartered Watercraft**

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, item g. Aircraft, Auto, or Watercraft, item (2), is deleted and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used for public transportation or as a common carrier;

11. **Chartered Aircraft**

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto Or Watercraft, item (6), is added as follows:

(6) An aircraft in which you have no ownership interest and that you have chartered with crew.

12. **Coverage Territory - Broadened**

SECTION V - DEFINITIONS, item 4.a., is deleted and replaced by the following:

a. The United States of America (including its territories and possessions), Puerto Rico, Canada, Bermuda, the Bahamas, The Cayman Islands, and the British Virgin Islands;

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13. **Personal and Advertising Injury - Contractual**

Unless **personal and advertising injury** is excluded from this policy the following applies:

SECTION I - COVERAGES, COVERAGE B, 2. Exclusions, item e., is deleted.

14. **Fellow Employee Coverage**

SECTION II - WHO IS AN INSURED, 2.a., item (1) is deleted and replaced by the following:

(1) **Personal and advertising injury:**

However, subsections (a), (b), (c) and (d) of item (1) remain unchanged.

15. **Bodily Injury Definition - Broadened**

SECTION V - DEFINITIONS, 3. **Bodily Injury** is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

16. **Expected or Intended Injury - Amendment to Exclusion**

SECTION I. Coverage A Bodily Injury and Property Damage Liability, 2. EXCLUSIONS, a. Expected or Intended Injury, is deleted and replaced by the following:

a. Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the insured.

This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

17. **Unintentional Failure to Disclose Hazards**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 6. Representations, the following is added:

d. If you unintentionally fail to disclose any hazards existing at the inception date of this policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

18. **Supplementary Payments - Increased Limits**

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, items 1.b. and 1.d., are deleted and replaced by the following:

b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or **suit**, including substantiated loss of earnings up to $500 a day because of time off from work.

19. **Duties in the Event of an Occurrence, Offense, Claim or Suit - Amended**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 2.a. is deleted and replaced by the following:

(1) You must see to it that we or any licensed agent of ours are notified of a General Liability **occurrence** or offense which may result in a claim as soon as practicable after it becomes known to:

(a) You, if you are an individual;

(b) Your partner or member, if you are a partnership or joint venture;

(c) Your member, if you are a limited liability company;

(d) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company; or

(e) Your authorized representative or insurance manager.

Knowledge of an **occurrence** or offense by persons other than those listed above does not imply that those listed above also have such knowledge.

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(2) To the extent possible, notice should include:

(a) How, when and where the **occurrence** or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the **occurrence** or offense.

20. **Non Employment Discrimination Liability**

Unless **personal and advertising injury** is excluded from this policy the following applies:

A. SECTION V - DEFINITIONS, 14. **Personal and advertising injury**, item h. is added as follows:

h. **Discrimination**.

B. SECTION V - DEFINITIONS, item 23. is added as follows:

23. **Discrimination** means the unlawful treatment of a person or class of persons because of their specific race, color, religion, gender, age, or national origin in comparison to one or more persons who are not members of the specified class.

C. SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions, the following are added:

q. **Discrimination** directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;

r. **Discrimination** directly or indirectly related to the sale, rental, lease or sublease or prospective sale, rental, lease or sublease of any dwelling or permanent lodging by or at the direction of any insured;

s. **Discrimination**, if insurance thereof is prohibited by law; or

t. Fines, penalties, specific performance, or injunctions levied or imposed by a governmental entity, governmental code, law, or statute because of **discrimination**.

21. **Medical Payments**

Unless COVERAGE C MEDICAL PAYMENTS, or the **products-completed operations hazard** has been excluded from this policy the following applies:

A. SECTION I - COVERAGES, COVERAGE C MEDICAL PAYMENTS, 2. Exclusions, item f., is deleted and replaced by the following:

f. **Products-Completed Operations Hazard**

Included within the **products-completed operations hazard**. However, this exclusion does not apply to expenses for dental services.

B. Section I - COVERAGES, COVERAGE C MEDICAL PAYMENTS, is amended to include item 3. as follows:

3. Limit of Insurance

The Medical Expense Limit of Insurance shall be the greater of:

a. $20,000 Any One Person; or

b. The amount shown in the Declarations.

All other terms and conditions of the policy apply.

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Policy Amendment(s)

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form
Motor Carrier Coverage Form

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. **Broadened Named Insured**

Section II - Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured, the following is added:

Any organization you own on the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period, majority ownership or majority interest will qualify as a Named Insured if:

(1) There is no other similar insurance available to that organization; and

(2) The first Named Insured shown in the Declarations of this policy has the responsibility of placing insurance for that organization; and

(3) The organization is incorporated or organized under the laws of the United States of America.

However:

(a) Coverage under this provision is afforded only until the next occurring 12 month anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and

(b) Coverage under this provision does not apply to **bodily injury** or **property damage** that results from an **accident** that occurred before you acquired or formed the organization; and

(c) No person or organization is an **insured** with respect to any current or past partnership, or joint venture that is not shown as a Named Insured in the Declarations; and

(d) Coverage under A.(1), (2) and (3) above does not apply to any organization that is covered as an insured under any other automobile liability insurance policy whose limits of insurance have been exhausted or whose insurer has become insolvent.

B. **Broadened Who Is an Insured**

1. Form CA0001 (if attached to this policy), **Section II - Covered Autos Liability Coverage**, A. Coverage, 1. Who Is An Insured, item b.(2) is deleted, and d. is added as follows:

   d. Your **employee** while using with your permission his owned **auto**, or an **auto** owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that **auto**.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

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2. Form CA0020 (if attached to this policy), **Section II - Covered Autos Liability Coverage**, A. Coverage, 1. Who Is An Insured, item b.(2) is deleted, and f. is added as follows:

   f. Your **employee** or agent while using with your permission his owned **private passenger type auto**, or a **private passenger type auto** owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that **auto**.

C. **Additional Insured Coverage and Waiver of Subrogation**

1. Form CA0001 (if attached to this policy), **Section II - Covered Autos Liability Coverage**, A. Coverage, 1. Who Is An Insured, the following is added as item e.; and form CA0020 (if attached to this policy), **Section II - Covered Autos Liability Coverage**, A. Coverage, 1. Who Is An Insured; the following is added as item g.:

   Any person or organization with respect to the operation, maintenance, or use, of a covered **auto**, provided that you and such person or organization have agreed under an expressed provision in a written **insured contract** or written agreement, or a written permit issued to you by a governmental or public authority, to add such person, organization, or governmental or public authority to this policy as an **insured**.

   However, such person or organization is an **insured**:

   (1) Only with respect to the operation, maintenance, or use, of a covered **auto**; and

   (2) Only for **bodily injury** or **property damage** caused by an **accident** which takes place after:

      (a) You executed the **insured contract** or written agreement; or

      (b) The permit has been issued to you.

2. Form CA0001 (if attached to this policy), **Section IV - Business Auto Conditions**, A. Loss Conditions, item 5.; and form CA0020 (if attached to this policy), **Section V - Motor Carrier Conditions**, A. Loss Conditions, item 6.; the following is added:

   Waiver of Subrogation

   If required by a:

   a. Written **insured contract** or written agreement executed prior to the **accident**; or

   b. Written permit issued to you by a governmental or public authority prior to the **accident**;

   we waive any right of recovery we may have against any person or organization named in such contract, agreement or permit, because of payments we make for injury or damage arising out of a covered **auto**.

D. **Auto Medical Payments - Increased Limit**

For each covered **auto** described in the Declarations or shown in the Schedule as having Auto Medical Payments Coverage, the Medical Payments Limit of Insurance for those **autos** is revised to the greater of:

1. $5,000; or

2. The limit shown in the Declarations.

E. **Hired Auto Physical Damage Coverage and Loss of Use Expenses**

Hired Auto Physical Damage Coverage

If Physical Damage Coverage is provided by this policy on your owned covered **autos**, the following applies:

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Any **auto** that you lease, hire, rent or borrow without a driver, will be covered under this policy for Physical Damage Coverage. However, any such **auto**:

1. Will be covered only for the same Physical Damage Coverage that applies to your owned covered **autos**;

2. Will be subject to the same applicable deductible shown in the Declarations that applies to your most similar owned covered **auto**, except any Comprehensive Coverage deductible does not apply to **loss** caused by fire or lightning; and

3. The most we will pay for any one **loss** in any one **accident** is the lesser of the following:

   a. Actual Cash Value of the damaged or stolen property as of the time of the **loss** as determined by us; or

   b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

In addition, we will pay costs and fees associated with such covered **loss** only for a maximum time period of seven days beginning with the date of **loss**, subject to a maximum of $500.

However:

(1) If form CA0001 is attached to this policy, this coverage does not apply to **autos** you lease, hire, rent or borrow from any of your **employees**, partners (if you are a partnership), members (if you are a limited liability company) or members of their households; and

(2) If form CA0020 is attached to this policy, this coverage does not apply to any **private passenger type auto** you lease, hire, rent or borrow from any member of your household, any of your **employees**, partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.

Hired Auto Loss of Use Expenses

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, A. Coverage, 4. Coverage Extension, b. Loss of Use Expenses; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, A. Coverage, 4. Coverage Extension, b. Loss of Use Expenses; is deleted and replaced by the following:

b. For Hired Auto Physical Damage, we will pay expenses for which an **Insured** becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

   (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered **auto**;

   (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss is provided for any covered **auto**; or

   (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered **auto**.

   However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $1,000.

F. **Coverage Territory - Hired Auto**

1. Form CA0001, (if attached to this policy), **Section IV - Business Auto Conditions**, B. General Conditions, 7. Policy Period, Coverage Territory, b.(5) is deleted and replaced by the following:

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(5) Anywhere in the world if a covered **auto** of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 180 days or less,

2. Form CA0020 (if attached to this policy), **Section V - Motor Carrier Conditions**, B. General Conditions, 7. Policy Period, Coverage Territory, b.(5) is deleted and replaced by the following:

(5) Anywhere in the world if a covered **auto** of the **private passenger type** is leased, hired, rented or borrowed without a driver for a period of 180 days or less,

G. **Communication Equipment Coverage**

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, C. Limits of Insurance, Paragraph 1.b.; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, C. Limits of Insurance, Paragraph 1.b.; is deleted and replaced by the following:

b. All electronic equipment that reproduces , receives or transmits audio, visual or data signals in any one **loss** is $1,500, if, at the time of **loss**, such electronic equipment is:

H. **Tapes, Records, CDs and DVD Coverage**

The Physical Damage Coverage Section is amended as follows:

1. The exclusion referring to tapes, records, discs, or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment does not apply.

2. Under Comprehensive Coverage - Form CA0001 (if attached to this policy), **Section III- Physical Damage Coverage**, A. Coverage; and form CA0020 (if attached to this policy), **Section IV- Physical Damage Coverage**, A. Coverage; the following is added:

We will pay for **loss** to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

a. Are your property, or that of a family member; and

b. Are in a covered **auto** at the time of a **loss**.

The most we will pay for **loss** is $250. No deductible applies to this coverage.

I. **Personal Effects Coverage**

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, A. Coverage, 4. Coverage Extensions; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, A. Coverage, 4. Coverage Extension; item c. is added as follows:

c. Personal Effects Coverage

We will pay up to $500 for **loss** for clothing items or other personal effects that are owned by an **insured** and are in a covered **auto** in the event of a covered **loss.**

Personal Effects do not include audio visual or electronic devices, money, giftcards, securities, jewelry, or tools.

This coverage is excess over any other collectible insurance.

No deductible applies to this coverage.

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J. **Airbag Coverage**

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, B. Exclusions, 3.a.; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, B. Exclusions, 3.a.; the following is added:

However, mechanical breakdown does not mean the unintended discharge of an airbag, provided that any **loss** covered under this provision is excess over any other collectable insurance or warranty designed to cover such unintended discharge.

K. **Rental Reimbursement**

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, A. Coverage, 4. Coverage Extensions; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, A. Coverage, 4. Coverage Extension; item d. is added as follows:

d. Rental Reimbursement or Transportation Expenses

If loss occurs to a covered **auto** described or designated in the Declarations or Schedule and covered for Physical Damage Coverage, we will pay for rental expenses for the rental of a similar replacement **auto** and additional transportation expenses, incurred by you. This payment applies in addition to the otherwise applicable amount of each coverage you have on the covered **auto**. No deductible applies to this coverage.

However:

(1) We will pay only for those expenses incurred by you that begin 24 hours after the covered **loss**.

(2) We will cease paying for those expenses, regardless of the policy's expiration date, at the earlier of the following dates:

(a) The number of days reasonably required to repair or replace the covered **auto**. If **loss** is caused by theft, this number of days is added to the number of days it takes to locate and return the covered **auto** to you; or

(b) 45 days from the date this coverage begins.

(3) Our payment is limited to the lesser of the following amounts:

(a) Necessary and actual expenses incurred by you; or

(b) $1,500.

(4) This coverage does not apply while there are spare or reserve **autos** available to you for your operations.

(5) If **loss** results from the total theft of a covered **private passenger type auto** (if CA0020 is attached to this policy), or a covered private passenger **auto** (if CA0001 is attached to this policy), we will pay under this coverage only that amount of your covered rental expenses or additional transportation expenses which are not already provided for under the Physical Damage Coverage Extensions.

L. **Extended Towing Coverage**

1. Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, A. Coverage, 2. Towing, is deleted and replaced by the following:

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2. Extended Towing

We will pay up to $750 per disablement for towing and labor costs you incur each time your covered **auto** is disabled. However:

a. All labor must be performed at the place of disablement; and

b. If the covered **auto** is of the private passenger type, no deductible applies; and

c. If the covered **auto** is not of the private passenger type, our obligation to pay will be reduced by a $250 deductible per disablement.

d. If the covered **auto** is not of the private passenger type and the disablement results from a **loss** covered under **Section III - Physical Damage Coverage**, A. Coverage, Paragraphs 1, a., b., or c., there is no separate deductible for the Extended Towing Coverage.

For purposes of this coverage, disablement means a breakdown of the covered **auto** including mechanical breakdown, engine failure, or tire blowout, where repairs cannot be made roadside and a tow is required to remove the auto from the roadway and to seek additional services and repair.

2. Form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, A. Coverage, 2. Towing - Private Passenger Autos, is deleted and replaced by the following:

2. Extended Towing

We will pay up to $750 per disablement for towing and labor costs you incur each time your covered **auto** is disabled. However:

a. All labor must be performed at the place of disablement; and

b. If the covered **auto** is of the **private passenger type**, no deductible applies; and

c. If the covered **auto** is not of the **private passenger type**, our obligation to pay will be reduced by a $250 deductible per disablement.

d. If the covered **auto** is not of the **private passenger type** and the disablement results from a **loss** covered under **Section IV - Physical Damage Coverage**, A. Coverage, Paragraphs 1, a., b., or c., there is no separate deductible for the Extended Towing Coverage.

For purposes of this coverage, disablement means a breakdown of the covered **auto** including mechanical breakdown, engine failure, or tire blowout, where repairs cannot be made roadside and a tow is required to remove the auto from the roadway and to seek additional services and repair.

M. **Cancellation - 120 Days Notice**

If we cancel this policy for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured at the last mailing address known to us, written notice of cancellation at least 120 days prior to the effective date of cancellation.

N. **Supplementary Payments - Increased Limits**

Section II - Covered Autos Liability Coverage, 2. Coverage Extensions, a. Supplementary Payments, items (2) and (4) are deleted and replaced by the following:

(2) Up to $2,500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an **accident** we cover. We do not have to furnish these bonds.

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(4) All reasonable expenses incurred by the **insured** at our request, including substantiated loss of earnings up to $500 a day, because of time off from work.

O. **Duties In The Event Of Accident, Claim, Suit Or Loss - Amended**

Form CA0001 (if attached to this policy) **Section IV - Business Auto Conditions**, A. Loss Conditions, item 2. a.; and form CA0020 (if attached to this policy) **Section V - Motor Carrier Conditions**, A. Loss Conditions, item 2. a.; is deleted and replaced by the following:

a. In the event of **accident**, claim, **suit** or **loss**, you must promptly notify us or our authorized representative when it becomes known to:

(1) You, if you are an individual;

(2) Your partner or member, if you are a partnership or joint venture;

(3) Your member, if you are a limited liability company;

(4) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company; or

(5) Your authorized representative or insurance manager.

Knowledge of an **accident**, claim, **suit** or **loss** by other persons does not imply that the persons listed above have such knowledge.

Notice should include:

(a) How, when and where the **accident** or **loss** occurred; and

(b) The **insured's** name and address; and

(c) To the extent possible, the names and address of any injured persons and witnesses.

P. **Unintentional Failure to Disclose Hazards**

Form CA0001 (if attached to this policy), **Section IV - Business Auto Conditions**, B. General Conditions, item 2.; and form CA0020 (if attached to this policy), **Section V - Motor Carrier Conditions**, B. General Conditions, item 2.; the following is added:

However, if you unintentionally fail to disclose any hazards existing at the inception date of this policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Q. **Fellow Employee Coverage**

Section II - Covered Autos Liability Coverage, B. Exclusions, 5. Fellow Employee, the following is added:

However, this exclusion does not apply if the **bodily injury** results from the use of a covered **auto** you own or hire, and provided that any coverage under this provision only applies in excess over any other collectible insurance.

R. **Limited Mexico Coverage**

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - NOT THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER.

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IN SOME CASES THE COVERAGE PROVIDED HERE MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING IN MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 25 MILES FROM THE BORDER OF THE UNITED STATES OF AMERICA.

Form CA0001 (if attached to this policy), **Section IV - Business Auto Conditions**, B. General Conditions, item 7.; and form CA0020 (if attached to this policy), **Section V - Motor Carrier Conditions**, B. General Conditions, item 7.; the following is added:

The coverage territory is extended to include Mexico, but only:

(i) For **accidents** or **losses** occurring within 25 miles of the United States border; and

(ii) For trips into Mexico of 10 days or less; and

(iii) If the covered **auto** is principally garaged and principally used in the United States; and

(iv) If the **insured** is a resident of the United States.

If a **loss** to a covered **auto** occurs in Mexico, we pay for such **loss** in the United States. If the covered **auto** must be repaired in Mexico in order to be driven, we will not pay for more than the actual cash value of such **loss** as determined by us at the nearest United States point where the repairs can be made.

Any insurance provided under this provision will be excess over any other collectible insurance.

S. **Extended Glass Coverage**

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, A. Coverage, item 3.a.; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage**, A. Coverage, item 3.a.; is deleted and replaced by the following:

a. Glass breakage. If glass must be replaced, the deductible will be $100 or the deductible shown in the Declarations, whichever is less. If glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

T. **Broadened Definition of Bodily Injury**

Form CA0001 (if attached to this policy), **Section V - Definitions**, item C.; and form CA0020 (if attached to this policy), **Section VI - Definitions**, item C.; is replaced by the following:

C. **Bodily injury** means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. **Customer Lease or Loan Physical Damage Coverage Extension**

Form CA0001 (if attached to this policy), **Section III - Physical Damage Coverage**, C. Limits of Insurance; and form CA0020 (if attached to this policy), **Section IV - Physical Damage Coverage,** C. Limits of Insurance; item 4. is added as follows:

4. If your covered owned **auto** is:

(1) Shown in the Schedule and designated as covered for Physical Damage Coverage; and

(2) Shown in this policy as having a loss payee or additional insured-lessor; and

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(3) Incurs a covered total **loss**;

we will pay the greater of:

(a) The actual cash value, as determined by us, of the damaged or stolen property as of the time of the total **loss**; or

(b) The **outstanding indebtedness** under the initial finance agreement for the covered **auto** and its equipment.

As used here, **outstanding indebtedness** means the amount you owe on the finance agreement at the time of total **loss**:

(i) Less any amounts representing taxes, overdue payments, penalties, interest, or charges resulting from overdue payments, additional mileage, excess wear and tear, or lease termination fees; and

(ii) Less any administrative costs or overhead fees assessed by the finance company who has leased the covered **auto** to you; and

(iii) Less security deposits not returned by the lessor; and

(iv) Less costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(v) Less carry-over balances from previous loans or leases.

V. **Two or More Deductibles**

1. **Section III - Physical Damage Coverage** D. Deductible, of form CA0001 (if attached to this policy), the following is added:

   If another Fireman's Fund Insurance Company policy or coverage form that is not an automobile policy or coverage form applies to the same **accident** or **loss**, the following applies:

   (1) If the deductible under this **Business Auto Coverage Form** is the lesser (or least) deductible, it will be waived.

   (2) If the deductible under this **Business Auto Coverage Form** is not the lesser (or least) deductible, it will be reduced by the amount of the lesser (or least) deductible.

2. **Section IV - Physical Damage Coverage,** D. Deductible of form CA0020 (if attached to this policy), the following is added:

   If another Fireman's Fund Insurance Company policy or coverage form that is not an automobile policy or coverage form applies to the same **accident** or **loss**, the following applies:

   (1) If the deductible under this **Motor Carrier Coverage Form** is the lesser (or least) deductible, it will be waived.

   (2) If the deductible under this **Motor Carrier Coverage Form** is not the lesser (or least) deductible, it will be reduced by the amount of the lesser (or least) deductible.

All other terms and conditions of the policy remain unchanged.

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Additional Insured - Primary and Non-Contributory With Other Insurance CA 71 06 04 14

Policy Amendment(s) Commercial Business Auto Coverage Form

Insured: Mott MacDonald Group, Inc.

Policy Number: MZX80997800

Producer: Willis of New Jersey, Inc.

Effective Date: 06/30/2019

This endorsement modifies insurance provided by the following:

Business Auto Coverage Form

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

Scheduled Persons or Organizations	**With Respect to Designated Project or Contract**
Any person or organization from whom you are required by written contract or agreement .	As required by written contract

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

Provisions

A. The following is added to paragraph c. in A.1., **Who Is An Insured**, of **Section II - Liability Coverage**:

Any person or organization shown above who is required under written contract or agreement between you and that person or organization, that is signed and executed by you before the **bodily injury** or **property damage** occurs and that is in effect during the policy period, to be named as an additional insured is an insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an insured under the Who Is An Insured provision contained in Section II.

B. The following is added to Paragraph 5., **Other Insurance**, in B. **General Conditions** of **Section IV - Business Auto Conditions**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, if the scheduled person or organization shown above has other insurance under which it is the first named insured and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between you and that scheduled person or organization, that is signed and executed by you before the **bodily injury** or **property damage** occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

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EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

THIS POLICY, IN PART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE. COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

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

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS.**

SECTION I – COVERAGES

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage **A** of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage **A** of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.
2. Coverage **A** of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any provisions to the contrary contained in this insurance.
3. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE.**
4. For the purposes of Paragraph 1. above:
   a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:
      (1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";
      (2) Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or

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(3) Payments of defense expenses that are covered by that "underlying insurance", only if such "underlying insurance" includes such payments within the limits of insurance. However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for defense expenses that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance".

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance is actually reduced or exhausted by other payments, Coverage **A** of this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been actually reduced or exhausted by such other payments.

b. If any "underlying insurance" has a limit of insurance greater than the amount shown for that insurance in the Schedule of Underlying Insurance, this insurance will apply in excess of that greater amount. If any "underlying insurance" has a limit of insurance, prior to any reduction or exhaustion by payment of damages, "medical expenses" or defense expenses described in Paragraph **a.** above, that is less than the amount shown for that insurance in the Schedule Of Underlying Insurance, this insurance will apply in excess of the amount shown for such insurance in the Schedule Of Underlying Insurance.

5. When the "underlying insurance" applies on a claims-made basis and includes a retroactive date provision, the retroactive date for Coverage **A** of this insurance is the same as the retroactive date of that "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

1. We will pay on behalf of the insured those sums in excess of the "self-insured retention" that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which Coverage **B** of this insurance applies.

2. Coverage **B** of this insurance applies to "bodily injury" or "property damage" only if:

a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;

b. The "bodily injury" or "property damage" occurs during the policy period; and

c. Prior to the policy period, no insured listed under Paragraph **1.** in Paragraph **B., COVERAGE B – UMBRELLA LIABILITY, of SECTION II – WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

3. Coverage **B** of this insurance applies to "personal injury" or "advertising injury" caused by an offense arising out of your business, but only if the offense was committed during the policy period anywhere in the world.

4. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE.**

5. "Bodily injury" or "property damage":

a. Which occurs during the policy period; and

b. Which was not prior to, but was during, the policy period known to have occurred by any insured listed under Paragraph **1.** in Paragraph **B., COVERAGE B – UMBRELLA LIABILITY of SECTION II – WHO IS AN INSURED,** or any "employee" authorized by you to give notice of an "occurrence" or claim;

includes any continuation, change or resumption of the "bodily injury" or "property damage" after the end of the policy period.

6. "Bodily injury" or "property damage" will be deemed to have been known

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to have occurred at the earliest time when any insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

c. Becomes aware by any other means that the "bodily injury" or "property damage" has occurred or has begun to occur.

7. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

8. Coverage **B** of this insurance does not apply to damages covered by any "underlying insurance" or that would have been covered by any "underlying insurance" but for the exhaustion of its applicable limit of insurance.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

1. We will reimburse the insured, or pay on the insured's behalf, "crisis management service expenses" to which Coverage **C** applies.

2. Coverage **C** of this insurance applies to "crisis management service expenses" that:

a. Arise out of a "crisis management event" that first commences during the policy period;

b. Are incurred by the insured, after a "crisis management event" first commences and before such event ends; and

c. Are submitted to us within 180 days after the "crisis management advisor" advises you that the "crisis management event" no longer exists.

3. A "crisis management event" will be deemed to:

a. First commence at the time when any "executive officer" first becomes aware of an "event" or "occurrence" that leads to that "crisis management event"; and

b. End when we decide that the crisis no longer exists or when the Crisis Management Service Expenses Limit has been exhausted, whichever occurs first.

4. The amount we will pay for "crisis management service expenses" is limited as described in **SECTION III – LIMITS OF INSURANCE.**

5. A "self-insured retention" does not apply to "crisis management service expenses".

6. Any payment of "crisis management service expenses" that we make will not be determinative of our obligations under this insurance with respect to any claim or "suit" or create any duty to defend or indemnify any insured for any claim or "suit".

D. DEFENSE AND SUPPLEMENTARY PAYMENTS

1. We will have the right and duty to defend the insured:

a. Under Coverage **A**, against a "suit" seeking damages to which such coverage applies, if:

(1) The "applicable underlying limit" is the applicable limit of insurance stated for a policy of "underlying insurance" in the Schedule Of Underlying Insurance and such limit has been exhausted solely due to payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; or

(2) The "applicable underlying limit" is the applicable limit of any "other insurance" and such limit has been exhausted by payments of judgments, settlements or medical expenses, or related costs or expenses (if such costs or expenses reduce such limits).

For any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance"; or

b. Under Coverage **B**, against a "suit" seeking damages to which such coverage applies.

2. We have no duty to defend any insured against any "suit":

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a. Seeking damages to which this insurance does not apply; or

b. If any other insurer has a duty to defend.

3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.

4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.

5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:

a. All expenses we incur.

b. The cost of:

(1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or

(2) Appeal bonds and bonds to release attachments;

but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

SECTION II – WHO IS AN INSURED

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage **A**, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and

2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:

a. The limits of insurance afforded to such person or organization will be:

(1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or

(2) The limits of insurance of this policy;

whichever is less; and

b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

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B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage **B**:

1. The Named Insured shown in the Declarations is an insured.
2. If you are:
   - **a.** An individual, your spouse is also an insured, but only with respect to the conduct of a business of which you are the sole owner.
   - **b.** A partnership or joint venture, your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
   - **c.** A limited liability company, your members are also insureds, but only with respect to the conduct of your business. Your managers are also insureds, but only with respect to their duties as your managers.
   - **d.** An organization other than a partnership, joint venture or limited liability company, your "officers" and directors are also insureds, but only with respect to their duties as your "officers" or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
   - **e.** A trust, your trustees are also insureds, but only with respect to their duties as trustees.
3. Each of the following is also an insured:
   - **a.** Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
     - **(1)** "Bodily injury" or "personal injury":
       - **(a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
       - **(b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
       - **(c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
       - **(d)** Arising out of his or her providing or failing to provide professional health care services.

       Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
     - **(2)** "Property damage" to property:
       - **(a)** Owned, occupied or used by; or
       - **(b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

       you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).

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b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

4. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period is an insured and will qualify as a Named Insured. No such organization is an insured or will qualify as a Named Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, is an insured and will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage for such organization does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal injury" or "advertising injury" arising out of an offense committed;

before you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Paragraph **B.** of **SECTION II – WHO IS AN INSURED.**

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

With respect to Coverage **C,** the following persons and organizations are insureds and will qualify as Named Insureds:

1. The Named Insured shown in the Declarations.

2. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period. No such organization is an insured or will qualify as a Named Insured for "crisis management service expenses" arising out of a "crisis management event" that first commences after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage for such organization does not apply to "crisis management service expenses" arising out of a "crisis management event" that occurred before you acquired or formed the organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed the organization.

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No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay for the amounts described below to which this insurance applies regardless of the number of:

1. Insureds;
2. Claims made or "suits" brought;
3. Number of vehicles involved;
4. Persons or organizations making claims or bringing "suits"; or
5. Coverages provided under this insurance.

As indicated in Paragraph **D.1.** of **SECTION I – COVERAGES**, for any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance".

B. The General Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy;

except:

1. Damages and defense expenses because of "bodily injury" or "property damage" included in the "auto hazard";
2. Damages and defense expenses because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; or
3. Damages and defense expenses for which insurance is provided under any Aircraft Liability coverage included as "underlying insurance" to which no aggregate limit applies.

C. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy;

because of "bodily injury" or "property damage" included in the "products-completed operations hazard".

D. Subject to Paragraph **B.** or **C.** above, whichever applies, the Occurrence Limit is the most we will pay for the sum of all:

1. Damages, and defense expenses if such expenses are within the limits of insurance of this policy, under Coverage **A** arising out of any one "event" to which the "underlying insurance" applies a limit of insurance that is separate from any aggregate limit of insurance; and
2. Damages under Coverage **B** because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence".

For the purposes of determining the applicable Occurrence Limit, all related acts or omissions committed in the providing or failing to provide first aid or "Good Samaritan services" to any one person will be considered one "occurrence".

E. The Crisis Management Service Expenses Limit is the most we will pay for the sum of all "crisis management service expenses" arising out of all "crisis management events". Payment of such "crisis management service expenses" is in addition to, and will not reduce, any other limit of insurance of this policy.

F. The limits of insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

SECTION IV – EXCLUSIONS

This insurance does not apply to:

A. With respect to Coverage **A** and Coverage **B**:

1. **Asbestos**

   a. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the damages are caused or contributed to by the hazardous properties of asbestos.

   b. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of

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any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any damages described in Paragraph **a.** above.

c. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

2. Employment-Related Practices

Damages because of injury to:

a. A person arising out of any:

(1) Refusal to employ that person;

(2) Termination of that person's employment; or

(3) Employment related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprison-ment, applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

b. The spouse, child, parent, brother or sister of that person as a consequence of injury to that person as described in Paragraphs **a.(1)**, **(2)** or **(3)** above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

3. ERISA, COBRA And Similar Laws

Any obligation of the insured under:

a. The Employees Retirement Income Security Act Of 1974 (ERISA) or any of its amendments;

b. The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or any of its amendments; or

c. Any similar common or statutory law of any jurisdiction.

4. Medical Expenses Or Payments

Any obligation of the insured under any "medical expenses" or medical payments coverage.

5. Nuclear Material

Damages arising out of:

a. The actual, alleged or threatened exposure of any person or property to; or

b. The "hazardous properties" of;

any "nuclear material".

As used in this exclusion:

a. "Hazardous properties" includes radioactive, toxic or explosive properties;

b. "Nuclear material" means "source material", "special nuclear material" or "by-product material"; and

c. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any of its amendments.

6. Uninsured or Underinsured Motorists, No-Fault And Similar Laws

Any liability imposed on the insured, or the insured's insurer, under any of the following laws:

a. Uninsured motorists;

b. Underinsured motorists;

c. Auto no-fault or other first-party personal injury protection (PIP);

d. Supplementary uninsured/underinsured motorists (New York); or

e. Medical expense benefits and income loss benefits (Virginia).

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7. War

Damages arising out of:

a. War, including undeclared or civil war; or

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

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

8. Workers Compensation And Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

B. With respect to Coverage **B**:

1. Expected Or Intended Bodily Injury Or Property Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Contractual Liability

"Bodily injury", "property damage", "personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

3. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be liable by reason of:

a. Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises for consumption on your premises;

b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

4. Employers Liability

"Bodily injury" to:

a. An "employee" of the insured arising out of and in the course of:

(1) Employment by the insured; or

(2) Performing duties related to the conduct of the insured's business; or

b. The spouse, child, parent, brother or sister of that "employee" as a consequence of "bodily injury" described in Paragraph **a.** above.

This exclusion applies:

a. Whether the insured may be liable as an employer or in any other capacity; and

b. To any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

5. Pollution

a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

b. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or any other person or organization test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

6. Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

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This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

7. Auto

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "auto". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "auto".

This exclusion does not apply to "bodily injury" or "property damage" caused by an "occurrence" that takes place outside of the United States of America (including its territories and possessions), Puerto Rico and Canada.

8. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to a watercraft:

a. While ashore on premises owned by or rented to any insured; or

b. That is 50-feet long or less and that:

(1) You own; or

(2) You do not own and is not being used to carry any person or property for a charge.

9. Electronic Data

Damages claimed for the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

10. Damage To Property, Products Or Work

"Property damage" to:

a. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person or organization, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

b. Premises you sell, give away or abandon if the "property damage" arises out of any part of those premises;

c. Property loaned to you;

d. Personal property in the care, custody or control of the insured;

e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations if the "property damage" arises out of those operations;

f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;

g. "Your product" arising out of "your product" or any part of it; or

h. "Your work" arising out of "your work" or any part of it and included in the "products-completed operations hazard".

11. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property", or property that has not been physically injured, arising out of:

a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

b. A delay or failure by you, or anyone acting on your behalf, to fulfill the terms of a contract or agreement.

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This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

12. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

a. "Your product";

b. "Your work"; or

c. "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

13. Violation Of Consumer Financial Protection Laws

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "bodily injury", "property damage", "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such violation.

14. Unsolicited Communication

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

15. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

16. Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

17. Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

18. Material Published Or Used Prior To Policy Period

a. "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

b. "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

19. Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

20. Breach Of Contract

"Personal injury" or "advertising injury" arising out of a breach of contract.

21. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

22. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

23. Intellectual Property

"Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

a. Copyright;

b. Patent;

c. Trade dress;

d. Trade name;

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e. Trademark;

f. Trade secret; or

g. Other intellectual property rights or laws.

This exclusion does not apply to:

a. "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

b. Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

24. Insureds In Media And Internet Type Business

"Personal injury" or "advertising injury" arising out of an offense committed by an insured whose business is:

a. Advertising, "broadcasting" or publishing;

b. Designing or determining content of web-sites for others; or

c. An Internet search, access, content or service provider.

This exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

a. Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

b. The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

25. Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

26. Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

C. With respect to Coverage **C**:

Newly Acquired, Controlled Or Formed Entities

"Crisis management service expenses" arising out of a "crisis management event" that involves any organization you newly acquire or form and that occurred prior to the date you acquired or formed that organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed such organization.

SECTION V – CONDITIONS

A. APPEALS

1. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit" or "self-insured retention", we may do so.

2. If we appeal such a judgment, we will pay all costs of the appeal. These payments will not reduce the applicable limits of insurance. In no event will our liability exceed the applicable limit of insurance.

B. BANKRUPTCY

1. Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.

2. In the event of bankruptcy or insolvency of any "underlying insurer", this insurance will not replace such bankrupt or insolvent "underlying insurer's" policy, and this insurance will apply as if such "underlying insurer" had not become bankrupt or insolvent.

C. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this insurance by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this insurance by mailing or delivering to such first Named Insured written notice of cancellation at least:

   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

   b. 60 days before the effective date of cancellation if we cancel for any other reason.

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3. We will mail or deliver our notice to such first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this insurance is cancelled, we will send such first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If such first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. No change can be made in the terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this policy.

E. CURRENCY

Payments for damages or expenses described in Paragraph **5.** of Paragraph **D.**, **DEFENSE AND SUPPLEMENTARY PAYMENTS**, of **SECTION I – COVERAGES** will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceeding the date the payment is processed.

F. DUTIES REGARDING AN EVENT, OCCURRENCE, CLAIM OR SUIT

1. You must see to it that we are notified as soon as practicable of an "event" or "occurrence" which may result in a claim under this insurance. To the extent possible, notice should include:
   a. How, when and where the "event" or "occurrence" took place;
   b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses; and
   c. The nature and location of any injury or damage arising out of the "event" or "occurrence".
2. If a claim is made or "suit" is brought against any insured which may result in a claim under this insurance, you must see to it that we receive written notice of the claim or "suit" as soon as practicable.
3. With respect to Coverage **A**, the insured must:
   a. Cooperate with us in the investigation, settlement or defense of any claim or "suit";
   b. Comply with the terms of the "underlying insurance"; and
   c. Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of the injury, damage or loss for which insurance is provided under this policy or any policy of "underlying insurance".
4. With respect to Coverage **B**, the insured must:
   a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
   b. Authorize us to obtain necessary records and other information;
   c. Cooperate with us in the investigation, settlement or defense of any claim or "suit"; and
   d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which Coverage **B** may apply.
5. No insured will, except at that insured's own expense, voluntarily make a payment, assume any obligation, make any admission or incur any expense, other than for first aid for "bodily injury" covered by this insurance, without our consent.
6. Knowledge of an "event", "occurrence", claim or "suit" by your agent, servant or "employee" will not constitute knowledge by you, unless your insurance or risk manager, or anyone working in the capacity as your insurance or risk manager, or anyone you designate with the responsibility of reporting an "event", "occurrence", claim or "suit":
   a. Has received notice of such "event", "occurrence", claim or "suit" from such agent, servant or "employee"; or
   b. Otherwise has knowledge of such "event", "occurrence", claim or "suit".

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G. DUTIES REGARDING A CRISIS MANAGEMENT EVENT

You must:

1. Notify us within 30 days of a "crisis management event" that may result in "crisis management service expenses".
2. Provide written notice of the "crisis management event" as soon as practicable. To the extent possible, notice should include:
   a. How, when and where that "crisis management event" took place;
   b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the named and addresses of any witnesses;
   c. The nature and location of any injury or damage arising out of that "crisis management event"; and
   d. The reason that "crisis management event" is likely to involve damages covered by this insurance in excess of the "applicable underlying limit" or "self-insured retention" and involve regional or national media coverage.

H. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this insurance:

1. At any time during the policy period;
2. Up to three years after the end of the policy period; and
3. Within one year after final settlement of all claims under this insurance.

I. EXTENDED REPORTING PERIOD OPTION

1. When the "underlying insurance" applies on a claims-made basis, any automatic or basic "extended reporting period" in such "underlying insurance" will apply to this insurance.
2. When the "underlying insurance" applies on a claims-made basis and you elect to purchase an optional or supplemental "extended reporting period" in such "underlying insurance," that "extended reporting period" will apply to this insurance only if:
   a. A written request to purchase an Extended Reporting Period endorsement for this insurance is made by you and received by us within 90 days after the end of the policy period;
   b. You have paid all premiums due for this policy at the time you make such request;
   c. You promptly pay the additional premium we charge for the Extended Reporting Period endorsement for this insurance when due. We will determine that additional premium after we have received your request for the Extended Reporting Period endorsement for this insurance. That additional premium is not subject to any limitation stated in the "underlying insurance" on the amount or percentage of additional premium that may be charged for the "extended reporting period" in such "underlying insurance"; and
   d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.
3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.
4. Except with respect to any provisions to the contrary contained in Paragraphs **1.**, **2.** or **3.** above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

1. No person or organization has a right under this insurance:
   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

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b. To sue us on this insurance unless all of its terms have been fully complied with.

2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:

a. Are not payable under the terms of this insurance; or

b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY of SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage **A** is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:

a. Coverage;

b. Limits of insurance;

c. Termination of any coverage; or

d. Exhaustion of aggregate limits.

3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage **A** is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage **A** is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.

2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.

2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph **4.** below.

3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.

4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED.**

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item **5.** of the Declarations. The premium is a flat

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charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE - UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
   a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
   b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE - TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage **A**, the "underlying insurer", enforce them.

   If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the execution of that contract or agreement by such insured.
2. Reimbursement of any amount recovered will be made in the following order:
   a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
   b. Next, to us; and
   c. Then, to any person or organization (including the insured and with respect to Coverage **A**, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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V. UNINTENTIONAL OMISSION OR ERROR

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:
   a. A court decision; or
   b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and
2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

SECTION VI – DEFINITIONS

A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:
   a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; and
   b. The applicable limit of insurance of any "other insurance" that applies.

   The limits of insurance in any policy of "underlying insurance" will apply even if:
   a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or
   b. The "underlying insurer" becomes bankrupt or insolvent.
2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.
3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.
5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.
6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.
7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:
   a. Another insurance company;
   b. Us or any of our affiliated insurance companies;
   c. Any risk retention group;
   d. Any self-insurance method or program, in which case the insured will be deemed to be the provider of such insurance; or
   e. Any similar risk transfer or risk management method.

   "Other insurance" does not include:
   a. Any "underlying insurance"; or
   b. Any policy of insurance specifically purchased to be excess of the limits of insurance of this policy shown in the Declarations.
8. "Products-completed operations hazard":
   a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
      (1) Products that are still in your physical possession; or
      (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

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(a) When all the work called for in your contract has been completed;

(b) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification listed in a policy of Commercial General Liability "underlying insurance" states that products-completed operations are subject to the General Aggregate Limit.

9. "Suit" means a civil proceeding which alleges damages. "Suit" includes:

a. An arbitration proceeding in which damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding to which the insured submits with our consent.

10. "Underlying insurance":

a. Means the policy or policies of insurance listed in the Schedule Of Underlying Insurance.

b. Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

c. Does not include any part of the policy period of any of the policies described in Paragraphs **a.** or **b.** above that began before, or that continues after, the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

11. "Underlying insurer" means any insurer which provides a policy of insurance listed in the Schedule Of Underlying Insurance.

B. With respect to Coverage **B** and, to the extent that the following terms are not defined in the "underlying insurance", to Coverage **A**:

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":

a. Means injury, other than "personal injury", caused by one or more of the following offenses:

(1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

(2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light; or

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(3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

3. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means:

a. Physical harm, including sickness or disease, sustained by a person; or

b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

a. By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

(1) Radio or television programming being transmitted;

(2) Other entertainment, educational, instructional, music or news programming being transmitted; or

(3) Advertising transmitted with any such programming.

6. "Consumer financial identity information" means any of the following information for a person that is used or collected for the purpose of serving as a factor in establishing such person's eligibility for personal credit, insurance or employment or for the purpose of conducting a business transaction:

a. Part or all of the account number, the expiration date or the balance of any credit, debit, bank or other financial account;

b. Information bearing on a person's credit worthiness, credit standing or credit capacity;

c. Social security number;

d. Driver's license number; or

e. Birth date.

7. "Consumer financial protection law" means:

a. The Fair Credit Reporting Act (FCRA) and any of its amendments, including the Fair and Accurate Credit Transactions Act (FACTA);

b. California's Song-Beverly Credit Card Act and any of its amendments; or

c. Any other law or regulation that restricts or prohibits the collection, dissemination, transmission, distribution or use of "consumer financial identity information".

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

10. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

12. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft,

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watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

13. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads.

b. Vehicles maintained for use solely on or next to premises you own or rent.

c. Vehicles that travel on crawler treads.

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers.

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers.

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

14. "Occurrence" means:

a. With respect to "bodily injury" or "property damage":

(1) An accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "bodily injury" or "property damage". All "bodily injury" or "property damage" caused by such exposure to substantially the same general harmful conditions will be deemed to be caused by one "occurrence"; or

(2) An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor, unless you are in the business or occupation of providing professional health care services;

b. With respect to "personal injury", an offense arising out of your business that results in "personal injury". All "personal injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits"; and

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c. With respect to "advertising injury", an offense committed in the course of advertising your goods, products and services that results in "advertising injury". All "advertising injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits".

15. "Officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

16. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

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

18. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

19. "Self-insured retention" is the greater of:

a. The amount shown in the Declarations which the insured must first pay under Coverage B for damages because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence"; or

b. The applicable limit of insurance of any "other insurance" that applies.

20. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization other than you.

21. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

22. "Title" means the name of a literary or artistic work.

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23. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

24. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed by you.

25. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

C. With respect to Coverage **C**:

1. "Crisis management advisor" means any public relations firm or crisis management firm approved by us that is hired by you to perform "crisis management services" in connection with a "crisis management event".

2. "Crisis management event" means an "event" or "occurrence" that your "executive officer" reasonably determines has resulted, or may result, in:

a. Damages covered by this Coverage **A** or Coverage **B** that are in excess of the total applicable limits of the "underlying insurance" or "self-insured retention"; and

b. Significant adverse regional or national media coverage.

3. "Crisis management service expenses" means amounts incurred by you, after a "crisis management event" first commences and before such event ends:

a. For the reasonable and necessary:

(1) Fees and expenses of a "crisis management advisor" in the performance for you of "crisis management services" solely for a "crisis management event"; and

(2) Costs for printing, advertising, mailing of materials or travel by your directors, officers, employees or agents or a "crisis management advisor" solely for a "crisis management event"; and

b. For the following expenses resulting from such "crisis management event", provided that such expenses have been approved by us:

(1) Medical expenses;

(2) Funeral expenses;

(3) Psychological counseling;

(4) Travel expenses;

(5) Temporary living expenses;

(6) Expenses to secure the scene of a "crisis management event"; or

(7) Any other expenses pre-approved by us.

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4. "Crisis management services" means those services performed by a "crisis management advisor" in advising you or minimizing potential harm to you from a "crisis management event" by maintaining or restoring public confidence in you.
5. "Executive officer" means your:
   a. Chief Executive Officer;
   b. Chief Operating Officer;
   c. Chief Financial Officer;
   d. President;
   e. General Counsel;
   f. General partner (if you are a partnership); or
   g. Sole proprietor (if you are a sole proprietorship);

   or any person acting in the same capacity as any individual listed above.

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Courtesy Notice of Cancellation for Other Than Nonpayment of Premium to Designated Entities - 145977 01 11

Policy Amendment Policy Number:MZX80997800;SCW0099151901
Effective Date: 06/30/2019 General Liability; Auto Liability, Workers Compensation

Schedule

Name and Address of Person(s) or Organizations	**Number of Days Notice if other than 10 days:**
On File with Carrier, as required by written contract	Cancellation Number of Days Notice- 90 When we don't Renew (Non-Renewal)- 30

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

This policy is amended as follows:

A. If We cancel this policy prior to expiration for any reason other than non payment of premium or at Your request, and we have been notified that You are required under a current contractual obligation to notify a certificate of insurance holder or holders when this policy is canceled, then We will endeavor to mail or deliver a copy of such written notice of cancellation to the certificate holder(s) shown in the Schedule above, as follows:

   1. To the name and address corresponding to each certificate of insurance holder indicated in the Schedule above; and

   2. At least 10 days prior to the effective date of the cancellation, as shown in our notice to the first Named Insured, or, if indicated, the longer number of days notice shown in the Schedule above.

B. Notwithstanding the foregoing, such notice of cancellation is provided on an informational basis and solely to assist You in informing the certificate of insurance holder(s) in advance of pending cancellation in coverage to assist you in meeting Your contractual notice requirements to such parties. Our failure to provide such advance notification to the certificate of insurance holder(s) shown in the Schedule of this endorsement will not extend any policy cancellation date, negate any cancellation of the policy, or grant, alter or extend any rights or obligations under this policy and we shall have no liability for any failure to provide the notice(s) as provided herein.

All other terms and conditions of this policy remain unchanged.

1459771-11
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POLICY NUMBER:ZUP-15S91842-19-NF ISSUE DATE: 6/30/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice of Cancellation:** 30

PERSON OR ORGANIZATION: As required by written conrtract or agreement

ADDRESS:

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

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INSURER CANCELLATION TERMS

NAMED INSURED	POLICY NO.
Mott MacDonald Group, Inc. 111 Wood Avenue South Iselin, NJ 08830-4112	B080120388P19
	EFFECTIVE DATE **06/30/2019** SEE PAGE 1

Holder Name:

Project:

Cancellation Terms:

Should any of the above described policies be cancelled before the expiration date thereof, the insurer will send 30 days notice of cancellation to the Certificate Holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Cancellation Terms Apply to the Following Coverages:

Professional Liability

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation as required by written contract.

This blanket waiver of subrogation does not apply to work with exposure in New Hampshire or New Jersey.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **06/30/2019** Policy No. **SCW0099151901** Endorsement No.
Insured **Mott Macdonald Group Inc** Premium

Insurance Company **American Automobile Insurance Company** Countersigned by _____

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MOBILE
ALABAMA

JUSTIFICATION FOR CHANGE ORDER

PROJECT:	Threemile Creek Greenway Trail – CE&I Consulting Tasks: Segment 6N (TAP Grant)
CHANGE ORDER NO:	(1) One
CONTRACTOR:	Mott MacDonald Alabama, LLC
PROJECT NO:	2020-2045-04
CONTRACT #:	2820
VENDOR #:	275490

The attached Change Order number One (1) to contract with Mott MacDonald Alabama, LLC dated July 14, 2020 is required because of the following:

[ ] 1. Unusual and difficult circumstances which arose during the course of the execution of the contraction with could not have been reasonable foreseen.

[ ] 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.

[ ] 3. Emergencies arising during the course of the work.

[ ] 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.

[ ] 5. See attached memo.

[X] 6. Other: Unanticipated *Review and Approval times of the project through ADCNR and Department of Treasury prevented work to move forward to construction. Thus, incurring a delay of contract execution until now.*

James A. DeLapp, Exec. Director Public Works

CITY OF MOBILE
Public Works
205 Government Street, 3rd Floor
Mobile, AL 36602

PROJECT: Threemile Creek Greenway Trail – CE&I Consulting Tasks: Segment 6N (TAP Grant)

CHANGE ORDER NO: (1) One

ADDRESS: N/A

DATE: October 24, 2022

TO CONTRACTOR: Mott MacDonald Alabama, LLC

PROJECT NO: 2020-2045-04

ADDRESS: 107 St Francis Street, Suite 2900
Mobile, AL 36602

CONTRACT DATE: July 14, 2020

TERMS: You are hereby authorized to make the following changes hereto:

City and the Engineer desire to extend the performance term of the Agreement for an additional two years, and to ratify and adopt all other terms of the agreement as originally agreed upon for the project's contract with Mott MacDonald Alabama, LLC. The total contract sum will NOT increase from original amount, for CE&I Consulting Tasks to Segment 6N Threemile Creek Greenway Trail (TAP Grant).

THE CONTRACT US CHANGED AS FOLLOWS:

Original Contract Sum:	$57,000.00
Net change by previously authorized change orders:	$0.00
Contract Sum prior to this Change Order:	$57,000.00
Contract Sum will NOT be INCREASED by this Change Order:	$0.00
New Contract Sum including this Change Order will be:	$57,000.00
Contract Time will be change by Two (2) years.	June 30, 2021
The date of Substantial Completion as of this Change Order therefore is July 14, 2024.	

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

James A. DeLapp, Exec. Director Public Works

William S. Stimpson, Mayor

ATTEST:

City Clerk

Mott MacDonald Alabama, LLC
Contractor

107 St. Francis Street, Suite 2900, Mobile, AL 36602
Address

By (Signature)

October 26, 2022
Date

(Corporate Seal if applicable)

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT ("Amendment ") is made as of the 20 day of October 2022, between the City of Mobile, Alabama, a municipal corporation of the State of Alabama (hereinafter "City") and Mott MacDonald Alabama, LLC, a corporation qualified to do business in Alabama (hereinafter "Engineer").

RECITALS

WHEREAS City and Engineer are parties to that certain Contract dated July 14, 2020 (the "Agreement"), which Agreement provides for designated CE&I design and consulting tasks in the project known as the Three Mile Creek Greenway Trail TAPAA-A18(923) Mobile Greenway Three Mile Creek Segment 6 North (TAP Grant); and

WHEREAS the Agreement provides in Paragraph IV (D) that it shall remain in effect until two years from the date of the Agreement, but may be extended by mutual agreement of the parties: and

WHEREAS the City and the Engineer desire to extend the performance term of the Agreement for an additional two years, and to ratify and adopt all other terms of the agreement as originally agreed upon; now therefore

AMENDMENT

1. In consideration of the foregoing, the mutual covenants and agreements contained herein. the work performed by Engineer and funds paid by City in exchange therefor, and other good and valuable consideration. the receipt and sufficiency of which are hereby acknowledged, City and Engineer hereby agree as follows:

2. Paragraph IV (D) of the Agreement is amended such that, subject to other provisions of the agreement not modified herein, all covenants, agreements, and stipulations of this Agreement shall remain in full force until either completion of construction of the project encompassed in the Agreement or for a period of two (2) years from the date of complete execution of this Amendment to Agreement entered into between City and Engineer.

3. City and Engineer hereby agree that this Amendment shall be effective retroactively such that there was never a lapse in the term of the agreement, and further agree that all other provisions of the Agreement not herein specifically modified are ratified and adopted by the parties in full as if the term had never expired, and each party waives any claim that the Amendment is ineffective and void due to execution after the expiration of the term of the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals as of the day and year first above written.

CITY OF MOBILE

William S. Stimpson, Mayor

11/2/22
Date

Mott MacDonald Alabama, LLC

An authorized signatory

KATIE PARKER, SVP
Name and Title (Printed or Typed)

10-20-22
Date

ATTEST:

City Clerk
ASST.

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Katie Parker, as an authorized signatory for Mott MacDonald Alabama, 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 above and foregoing agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 20th day of October, 2022.

(SEAL)

Notary Public
My Commission Expires: 9·10·2023

AMY BUSBEE
MY COMMISSION EXPIRES
SEPTEMBER 10, 2023
NOTARY PUBLIC
STATE OF ALABAMA

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

Programs & Project Management 2045

TO FINANCE DEPT. 2500- FROM_____ DEPT._____

12/13/2023

DATE OF REQUEST: _____

CHANGE ORDER: ■(when money is available in project's budget; from project to contract)

VENDOR NAME: Mott Macdonald, LLC

DISTRICT#: 1

DEPT. PROJECT#: 2022-2045-02

REQUEST: Please Add $15,857.00 from Capital Project#/Title:

C0291/ Three Mile Creek Greenway Trail - Segment 6N

to contract#2820.

Total amount of Change Order: $15,857.00

Current contract amount: $57,000.00

Revised contract amount: $72,857.00

Comments: _____

Jennifer Greene

Employee signature

Jennifer Greene

Approval signature

Created by B. Rhodes 3/15/2022

2023

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and 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 change order #2, between the City of Mobile and the company listed below, for work as outlined in the change order attached hereto and made a part hereof as set forth in full. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company:	Mott Macdonald, LLC
Project Name:	Three Mile Creek Greenway Trail – 6N CEI COM Project No. 2022-2045-02
Cost:	$15,857.00

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson and Councilmember Carroll

Purpose and Scope of Project:

The project scope consists of replacement of existing deteriorated bulkhead, and cell structures forming the shoreline of the Cooper Park

Amount of Contract:

$6,973,541.00

Funding Source

Project # MOBILE RIVERFRONT - COOPER RIVERSIDE REDEVELOPMENT COOPER RIVERSIDE PARK PR-029-22	**Discretionary Funds**
Project String G-GOMESA MOBILE RIVERFRONT - COOPER RIVERSIDE REDEVELOPMENT COOPER RIVERSIDE PARK (20002000-48010)	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution and Contract	Cover Memo	12/4/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	12/4/2023 - 5:23 PM
Accounting	Angle, Laura	Approved	12/7/2023 - 3:53 PM

Legal	Kern, Chris	Approved	12/7/2023 - 4:08 PM
Legal	Kern, Chris	Approved	12/7/2023 - 4:08 PM
Mayors Office	Montgomery, Brandi	Approved	12/14/2023 - 3:16 PM

RESOLUTION

2023

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:	ROB'T J. BAGGETT, INC.
Project Name:	MOBILE RIVERFRONT - COOPER RIVERSIDE REDEVELOPMENT COOPER RIVERSIDE PARK
Project Number:	PR-029-22
Amount:	$6,973,541.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: MOBILE RIVERFRONT - COOPER RIVERSIDE REDEVELOPMENT COOPER RIVERSIDE PARK

CAPITAL PROJECT #: G-GOMESA (20002000-48010)

CONTRACT AMOUNT: $6,973,541.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-029-22

PROJECT DESCRIPTION: The project scope consists of replacement of existing deteriorated wharf, bulkhead, and cell structures forming the shoreline of the Cooper Park

VENDOR NAME: Rob't J. Baggett, INC.

VENDOR NUMBER: 20370

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

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

If different, indicate special rate _____

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

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

Prepared by: Emma Dean – Office Assistant I **Date:** 11/30/2023

AIA® Document A101® – 2017

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

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

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

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

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

Rob't J. Baggett, INC.
759 Holcombe Ave
Mobile, AL 36606

City of Mobile Business License Number: 36051
Secretary of State Registration Number: 000 - 042 - 744

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

Mobile Riverfront -Cooper Riverside Redevelopment
Cooper Riverside Park
Mobile, Alabama 36602
PR-029-22
Riverside Redevelopment Phase 1
The project scope consists of replacement of existing deteriorated wharf, bulkhead, and cell structures forming the shoreline of the Cooper Park

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

Moffat & Nichol, INC.
11 N Water St Ste 20220
Mobile, AL 36602

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

The Owner and Contractor agree as follows.

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

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

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

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

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6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others (See attachment Exhibit A).

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Paragraph deleted)

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

(Paragraphs deleted)

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

§ 3.3 Substantial Completion

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

[X] Not later than Three Hundred Sixty Five (365) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Table deleted)
(Paragraph deleted)

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

Init. /

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ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **Six Million Nine Hundred Seventy-Three Thousand Five Hundred Forty-One** and 00/100 Dollars ($ 6,973,541.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$6,723,541.00
Contingency Allowance:	$250,000.00
Total Contract Sum:	$6,973,541.00

§ 4.2 Alternates

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

Item	Price
N/A	

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Contingency Allowance: Two Hundred Fifty Thousand and 00/100 Dollars ($250,000.00)

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

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

Item	Units and Limitations	Price per Unit ($0.00)
1. N/A		

§ 4.5 Liquidated damages:
(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to two hundred fifty dollars and no cents ($1000.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. For projects over $250,000.00, the DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

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

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

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§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

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

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

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

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

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

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

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

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

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

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the

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contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (Rob't J. Bagget, INC.) has completed the contract for Mobile Riverfront -Cooper Riverside Redevelopment Cooper Riverside Park PR-029-22 Mobile, Alabama 36602. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

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

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

N/A

§ 6.2 Binding Dispute Resolution

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

[X] Litigation in a court of competent jurisdiction

(Paragraphs deleted)

ARTICLE 7 TERMINATION OR SUSPENSION

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

(Paragraphs deleted)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

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Director, Real Estate & Asset Management
P. O. Box 1827
Mobile, Alabama 36633-1827

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

Charles D. Dicks, Jr., President
759 Holcombe Ave.
Mobile, AL 36606
Linda@RJBaggett.com
251-473-3290

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

§ 8.5 Insurance and Bonds

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

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

The Contractor shall take out and maintain during the life of the Contract nop less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

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

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

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.3 United States Longshoreman's Harbor Worker's Act.

.4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

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

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

.6 Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.
H. Explosion and Collapse Hazard:
Included or X Not Applicable.
I. Underground Hazard:
Included or X Not Applicable.
J. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).
K. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.
L. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

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

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

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User Notes: (1781681779)

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

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

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

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

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

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

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

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

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

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

.13 "In Rem" endorsement.

.14 Borrowed Servant/Alternate Employer endorsement in favor of the City of Mobile.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be

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maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

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

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

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

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

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

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

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

2. Power of Attorney is required for both bonds.

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

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

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

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

§ 8.6
(Paragraphs deleted)

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

§ 8.7 Other provisions:

Contractor shall provide a minimum one (1) year warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

(Paragraphs deleted)

.2 Drawings

Number	Title	Date
G-001	Cover Sheet	09/27/2023
G-002	Index Of Drawings, Legends, & Abbreviations	09/27/2023
G-003	General Notes	09/27/2023
G-101	Owner Work Plan	09/27/2023
G-102	Construction Staging And Phasing Plan	09/27/2023
GA101	General Arrangement Plan	09/27/2023
V-101	Existing Conditions Plan	09/27/2023
B-601	Boring Logs - Landside	09/27/2023
B-602	Boring Logs - Waterside	09/27/2023
CD101	Landside Demolition Plan	09/27/2023
CD501	Civil Demo Details (1 Of 2)	09/27/2023
CD502	Civil Demo Details (2 Of 2)	09/27/2023
CE501	Civil Erosion Details	09/27/2023
CG101	Civil Grading Plan	09/27/2023
S-001	Structural Notes	09/27/2023
S-002	Construction Phasing & Staging - Bulkhead And North Coffer Cell	09/27/2023
S-003	Construction Phasing - South Coffer Cell	09/27/2023
S-004	Vibration Monitoring Location	09/27/2023
SD101	Demolition Plan	09/27/2023
SD301	Demolition Sections (1 Of 2)	09/27/2023
SD302	Demolition Sections (2 Of 2)	09/27/2023
S-100	Plan - Monitoring Points	09/27/2023
S-101	Plan -Piling Before Demolition Of North Cells Plan - Deck After Demolition	09/27/2023
S-102	Enlarged Plan - South Bulkhead	09/27/2023
S-103	Elevation - Bulkhead	09/27/2023

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S-201	Sections - Bulkhead (1 Of 2)	09/27/2023
S-301	Sections - Bulkhead (2 Of 2)	09/27/2023
S-302	Sections - South Coffer Cell (1 Of 2)	09/27/2023
S-303	Sections - South Coffer Cell (2 Of 2)	09/27/2023
S-304	Revetment Cross Sections (1 Of 2)	09/27/2023
S-305	Revetment Cross Sections (2 Of 2)	09/27/2023
S-306	Details - Bulkhead (1 Of 4)	09/27/2023
S-501	Details - Bulkhead (2 Of 4)	09/27/2023
S-502	Details - Bulkhead (3 Of 4)	09/27/2023
S-503	Details - Bulkhead (4 Of 4)	09/27/2023
S-504	Details - Miscellaneous	09/27/2023
S-505	Details - Deadman Deck	09/27/2023
S-506	Details - South Coffer Cell (1 Of 2)	09/27/2023
S-507	Details - South Coffer Cell (2 Of 2)	09/27/2023
S-508		09/27/2023
	Wallace Tunnel And Coffer Cells (1 Of 2)	
R-1	Wallace Tunnel And Coffer Cells (2 Of 2)	09/27/2023
R-2	Park Wharf And Deadman (1 Of 15)	09/27/2023
R-3	Park Wharf And Deadman (2 Of 15)	09/27/2023
R-4	Park Wharf And Deadman (3 Of 15)	09/27/2023
R-5	Park Wharf And Deadman (4 Of 15)	09/27/2023
R-6	Park Wharf And Deadman (5 Of 15)	09/27/2023
R-7	Park Wharf And Deadman (6 Of 15)	09/27/2023
R-8	Park Wharf And Deadman (7 Of 15)	09/27/2023
R-9	Park Wharf And Deadman (8 Of 15)	09/27/2023
R-10	Park Wharf And Deadman (9 Of 15)	09/27/2023
R-11	Park Wharf And Deadman (10 Of 15)	09/27/2023
R-12	Park Wharf And Deadman (11 Of 15)	09/27/2023
R-13	Park Wharf And Deadman (12 Of 15)	09/27/2023
R-14	Park Wharf And Deadman (13 Of 15)	09/27/2023
R-15	Park Wharf And Deadman (14 Of 15)	09/27/2023
R-16	Park Wharf And Deadman (15 Of 15)	09/27/2023
R-17	Museum Wharf And Bulkhead (1 Of 3)	09/27/2023
R-18	Museum Wharf And Bulkhead (2 Of 3)	09/27/2023
R-19	Museum Wharf And Bulkhead (3 Of 3)	09/27/2023
R-20		09/27/2023

.3 Specifications

Section	Title	Date
DIVISION 01	**GENERAL REQUIREMENTS**	09/27/2023
01 11 00	Summary of Work	09/27/2023
01 21 00	Allowances	09/27/2023
01 29 73	Schedule of Values	09/27/2023
01 31 00	Project Management and Coordination	09/27/2023
01 31 19	Project Meetings	09/27/2023
01 32 00	Construction Progress Documentation	09/27/2023
01 33 00	Submittal Procedures	09/27/2023
01 40 00	Quality Assurance, Control, & Documentation	09/27/2023
01 56 00	Cleaning Up	09/27/2023
01 60 00	Materials and Equipment	09/27/2023
01 63 00	Substitution Procedures	09/27/2023
01 73 00	Execution Requirements	09/27/2023
01 77 00	Closeout Procedures	09/27/2023
DIVISION 02	**EXISTING CONDITIONS**	09/27/2023
02 20 00	General Site Work Requirements	09/27/2023
02 21 02	Existing Utilities	09/27/2023

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02 41 16	Site Demolition	09/27/2023
DIVISION 03	**CONCRETE**	09/27/2023
03 20 00	Concrete Reinforcement	09/27/2023
03 30 00	Cast-in-Place Concrete	09/27/2023
DIVISION 05	**METALS**	09/27/2023
05 15 00	Adhesive Anchors	09/27/2023
DIVISION 22	**PLUMBING**	09/27/2023
	See Specifications on Plumbing Drawings	
DIVISION 26	**ELECTRICAL**	09/27/2023
	See Specifications on Electrical Drawings	
DIVISION 31	**EARTHWORK**	09/27/2023
31 23 33	Trenching, Backfill and Compaction	09/27/2023
DIVISION 32	**EXTERIOR IMPROVEMENTS**	09/27/2023
32 12 16	Asphalt Paving	09/27/2023
32 12 20	Crushed Aggregate Base	09/27/2023
32 17 23	Pavement Markings	09/27/2023
32 22 90	Erosion Control	09/27/2023

.4 Addenda, if any:

Number	Date
Addendum No. 1	09/19/2023
Addendum No. 2	10/13/2023
Addendum No. 3	10/16/2023
Addendum No. 4	10/19/2023

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.5 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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

Document	Title	Date	Pages
N/A			

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

BIDDING AND CONTRACT REQUIREMENTS

Section 00 11 16	Invitation to Bid
Section 00 21 00	Instructions to Bidders - AIA Document A701
Section 00 22 00	Supplementary Instructions to Bidders
Section 00 41 00	Bid Form
	Accounting of Sales Tax Form C-3A
	DBE Subcontracting & Major Supplier Plan
Section 00 50 00	Standard Form of Agreement Between Owner and Contractor

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Section 00 60 00	AIA Document A101 Bonds, Certificates and Affidavits Performance Bond Labor and Material Payment Bond E-Verify Documentation (Sample) Application and Certificate for Payment - AIA Document G702and G703 City of Mobile DBE Utilization Report Certificate of Substantial Completion - AIA Document G704 Contractor's Affidavit of Payment of Debts and Claims - AIA Document G706 Contractor's Affidavit of Release of Liens - AIA Document G706A Consent of Surety to Final Payment - AIA Document G707 Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form General Conditions of the Contract for Construction -
Section 00 70 00	AIA Document A201

§ 9.2.2 Best Management Practices (BMPs):

The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Stormwater Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All Waste water with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

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

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

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:

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

§ 9.2.6 Severability Clause:

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

§ 9.2.7 Non-Agency Clause:

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

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

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: Rob't J. Baggett, INC

OWNER *(Signature)*

CONTRACTOR *(By Signature)*

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

Charles D. Dicks, Jr., President
(Printed name and title)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Charles D. Dicks, Jr as President of Rob't J. Baggett, INC and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 27th day of November, 2023.

Kristina M. Nunnally
NOTARY PUBLIC
My Commission Expires: _____

KRISTINA M. NUNNALLY
Notary Public, Alabama State At Large
My Commission Expires 10/1/2024

Init. /

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User Notes:
(1870082627)

Bond No. 016242640

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Rob't J. Baggett, Inc., 759 Holcombe Ave., Mobile, AL 36606, hereinafter called the Principal, and Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116 hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633,** hereinafter called the Owner, in the penal sum of Six Million Nine Hundred Seventy-Three Thousand Five Hundred Forty-One and 00/100 Dollars ($6,973,541.00), for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2023 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Mobile Riverfront – Cooper Riverside Redevelopment (PR-029-22), Cooper Riverside Park , Mobile, Alabama, 36602, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

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

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

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2023.

CONTRACTOR AS PRINCIPAL
Company: Rob't J. Baggett, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Charles D. Dicks, Jr., President

SURETY
Company: Liberty Mutual Insurance Company
(Corporate Seal)

By: _____
(Signature)
Mark W. Edwards, II

Name and Title: Attorney-in-Fact & AL Resident Agent

Resident Agent: _____
(Signature)
Mark W. Edwards, II

Name and Title: Attorney-in-Fact & AL Resident Agent
Company Name: McGriff Insurance Services, LLC
Address: 2000 International Park Drive, Suite 600
Birmingham, AL 35243
Phone and Fax: 205-252-9871

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

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205020-016032**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alisa B. Ferris; Anna Childress; Jeffrey M. Wilson; Mark W. Edwards II; Richard H. Mitchell; Robert R. Freel; Sam Audia; William M. Smith

all of the city of Birmingham state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of March, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 11th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Bond No. 016242640

LABOR AND MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Rob't.J. Baggett, Inc., 759 Holcombe Ave., Mobile, AL 36606, as Principal, and Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Six Million Nine Hundred Seventy-Three Thousand Five Hundred Forty-One and 00/100 Dollars ($6,973,541.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2023, (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Mobile Riverfront – Cooper Riverside Redevelopment (PR-029-22), Cooper Riverside Park, Mobile, Alabama, 36602, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

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

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

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

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

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

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2023

CONTRACTOR AS PRINCIPAL
Company: Rob't.J. Baggett, Inc.
(Corporate Seal)

By: _____
(Signature)
Name and Title: Charles D. Dicks, Jr., President

SURETY
Company: Liberty Mutual Insurance Company
(Corporate Seal)

By: _____
(Signature)
Mark W. Edwards, II
Name and Title: Attorney-in-Fact & AL Resident Agent

Resident Agent: _____
(Signature)
Name and Title: Mark W. Edwards, II
Attorney-in-Fact & AL Resident Agent
Company Name: McGriff Insurance Services, LLC
Address: 2000 International Park Drive, Suite 600
Birmingham, AL 35243
Phone and Fax: 205-252-9871

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

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205020-016032**

POWER OF ATTORNEY

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all of the city of Birmingham state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

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Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

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By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

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

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on Form 2 will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	ROB'T J. BAGGETT, INC.
Address	759 HOLCOMBE AVE MOBILE,AL.36606
Telephone	251-473-3290
E-Mail	LINDA@RJBAGGETT.COM

RFP/RFQ Solicitation Number	PR-029-22
Project Description	MOBILE RIVERFRONT - COOPER RIVERSIDE DEVELOPMENT
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 146 Female 9 Minority 17 Non-minority _____ Vets _____ Total #of Employees 155

Subcontractor/Major Supplier Plan submitted by:

Printed Name: CHARLES D. DICKS, JR.

Signature: _____ Date: 11/1/2023

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: BRYANT BAGGETT Title: PROJECT MANAGER

E-mail:_ Phone: BRYANT@RJBAGGETT.COM 251-404-8330

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

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-029-22 Your Bid/Proposal Amount $ 6,747,522.00 Date: 11 / 1 / 23

Description MOBILE RIVERFRONT - COOPER RIVERSIDE DEVELOPMENT

Name of Bidder/Proposer: ROB'T J.BAGGETT, 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
P&H CONSTRUCTION		DEMO & PILE DRIVING	1,448,533.00	21	NO	
NUCOR/SKYLINE STEEL		PIPE PILES & SHEET PILES	543,562.00	8	NO	
ESFELLER CONSTRUCTION		DEMO & SITE WORK	1,050,451.00	16	NO	
W.R. MITCHELL		SITE WORK & HAULING	1,075,000.00	16	YES	
BAYOU CONCRETE		CONCRETE	96,000.00	1	NO	
GRAYSTONE INDUSTRIES		REVETMENT	770,145.00	11	NO	
SOUTHERN EARTH SCIENCE		MONITORING & TESTING	405,625.00	6	NO	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: ROB'T J.BAGGETT, INC

Contact Person: BRYANT BAGGETT Phone 251-473-3290 Email BRYANT@RJBAGGETT.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.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

Suggestions or comments to improve this program. HAVE DBEs REACH OUT TO CONTRACTORS BY SEEING THE PREBID ATTENDEES

Alabama Secretary of State

Rob't J. Baggett, Incorporated	
Entity ID Number	000 - 042 - 744
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	08/04/1976
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Nature of Business	---
Capital Authorized	$25,000
Capital Paid In	$5,000
Incorporators	
Incorporator Name	BAGGETT, ROBERT J JR
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	DICKS, C DEVON
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	STORER, E E
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	

Rob't J. Baggett, Incorporated	
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 2023
Transactions	
Transaction Date	03/15/1982
Registered Agent Changed From	* Added
Transaction Date	10/28/1999
Registered Agent Changed From	BAGGETT, ROBERT J JR SUITE 204 2 OFFICE PARK MOBILE, AL 36609
Transaction Date	10/06/2014
Agent Mailing Address Changed From	* Added
Transaction Date	10/06/2014
Registered Agent Changed From	DICKS, C DEVON 2 OFFICE PARK STE 204 MOBILE, AL 36609
Scanned Documents	
Document Date / Type / Pages	10/28/1999 Registered Agent Change 1 pg.
Document Date / Type / Pages	10/06/2014 Registered Agent Change 2 pgs.

Browse Results New Search

E-Verify

Company ID Number: 133278

Approved by:

Employer Robt. J. Baggett Inc.	
Name (Please Type or Print) Charles D Dicks	Title
Signature Electronically Signed	Date 07/01/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/01/2008

E-Verify

Company ID Number: 133278

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Robt. J. Baggett Inc.
Company Facility Address	759 Holcombe Ave Mobile, AL 36606
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630711622
North American Industry Classification Systems Code	237
Parent Company	Robt. J. Baggett Inc.
Number of Employees	100 to 499
Number of Sites Verified for	1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/21/2023

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services, LLC 2000 International Park Drive Suite 600 Birmingham, AL 35243	CONTACT NAME: Martha Lee Hawkins / Ext 9406 PHONE (A/C, No, Ext): 1-800-476-2211 FAX (A/C, No): E-MAIL ADDRESS: mhawkins@mcgriff.com
INSURED Rob't J. Baggett, Inc. C & B Real Property, LLC 759 Holcombe Avenue Mobile, AL 36606	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : LM Insurance Corporation — 33600 INSURER B : Liberty Insurance Corporation — 42404 INSURER C : The First Liberty Insurance Corporation — 33588 INSURER D : Starr Indemnity & Liability Company — 38318 INSURER E : — INSURER F : —

COVERAGES **CERTIFICATE NUMBER:** TK6WXUB8 **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 ☒ OCCUR X Limited Job Site Pollution X Boat Liability/Marine Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	X	X	TB5-Z51-291805-043	06/30/2023	06/30/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Total Agg Lmt-All Proj/Loc	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 25,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	AS2-Z51-291805-013	06/30/2023	06/30/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
D	X UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	X	X	1000587178231	06/30/2023	06/30/2024	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC2-Z51-291805-023 Includes USL&H for AL, LA, MS	06/30/2023	06/30/2024	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
								$ $ $ $ $

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

RE: Mobile Riverfront - Cooper Riverside Redevelopent Cooper Riverside Park Mobile, AL 36602, PR-029-22 Riverside Redevelopment Phase 1

City of Mobile is Additional Insured as respects to General Liability, Automobile Liability and Excess Liability as required by written contract. General Liability coverage is primary and non-contributory as required by written contract. Waiver of Subrogation applies in favor of the City of Mobile with respects to Workers' Compensation, General Liability, Automobile Liability and Excess Liability as required by written contract. In the event of cancellation by the insurance companies the policies have been endorsed to provide (30) days Notice of Cancellation (except for non payment) to the certificate holder shown below. General Liability policy includes contractual liability for "insured contracts" only as defined by the policy.

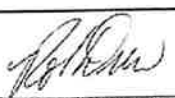
CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile, AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

PRODUCER McGriff Insurance Services, LLC	INSURED Rob't J. Baggett, Inc. C & B Real Property, LLC
POLICY NUMBER	
CARRIER / NAIC CODE	ISSUE DATE: 11/21/2023

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Installation Floater
Carrier: United Specialty Insurance Company
Policy Number: DLJ-CP-00000077-02
Policy Effective Date: 6/30/23 to 6/30/24

Limits of Liability:
$5,000,000 Property at any One Josite
$5,000,000 All Covered Property - Any One Occurrence
$5,000,000 Temporary Off Site Storage
$5,000,000 Property In Transit
$5,000,000 Annual Aggregate - Flood
$5,000,000 Annual Aggregate - Earthquake

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CERTIFICATE NUMBER: TK6WXUB8

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Submitted by:

Carleen Stout-Clark, Deputy Director, Real Estate Asset Management

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll.

Purpose and Scope of Project:

To approve contract with Geotechnical Engineering Testing, Inc., for Civic Center Parking Facility Special Inspections and Construction Materials Testing Services.

Amount of Contract:

$ 258,765.00

Funding Source

Project # C0806 CIVIC CENTER NEW PARKING FACILITY	**Discretionary Funds**
Project String 2000.2000.48030	**Contract Number:**4808
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	12/12/2023
Contract Package	Exhibit	12/12/2023
Capital Contract Summary Sheet	Exhibit	12/12/2023
COI	Exhibit	12/13/2023
Secretary of State Geotech	Backup Material	12/12/2023
E-Verify Geotech	Backup Material	12/12/2023

REVIEWERS:

Department Reviewer	Action	Date
Real Estate Stout, Carleen	Approved	12/13/2023 - 5:33 PM

Capital	Hollins, Tiffany	Approved	12/14/2023 - 11:57 AM
Legal	Kern, Chris	Approved	12/14/2023 - 2:19 PM
Mayors Office	Montgomery, Brandi	Approved	12/14/2023 - 3:16 PM

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember William 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 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:	**Geotechnical Engineering Testing, Inc.**
Project Name:	**Mobile Civic Center Master Plan Improvements Parking Facility Special Inspections and Construction Materials Testing Services**
Project Number:	**CC-085-22**
Amount:	**$ 258,765.00**

Adopted:

_____

City Clerk

Request for Proposals (RFP) for Special Inspections and Construction Materials Testing Services for the Mobile Civic Center Master Plan Improvements Parking Facility Construction

Project CC-085-22

1. **Project Description:**

   The Mobile Civic Center Parking Facility Design Documents stipulate that all Special Inspections and Construction Materials Testing are to be provided by the City of Mobile and are not in the construction Contractor's scope of work.

   These professional engineering services include the construction materials testing and the Special Inspection services related to site work, deep foundations, soils, concrete, aggregate, masonry, structural steel and welding testing as required by project Specification Section 01 45 30 included herein as Attachment A.

2. **Proposal Process:**

   The proposal process generally consisted of the following.

   - Request for Proposals was issued to the following firms on 4 October 2023. The RFP is attached hereto as Attachment B.
     - Geotechnical Engineering Testing (GET)
     - Southern Earth Sciences (SES)
     - Thompson Engineering
   - The RFP instructed the respondents to submit a technical proposal for review by the City of Mobile, who would then request a fee proposal from the selected firm in accordance with Alabama State Law.
     - Geotechnical Engineering Testing submitted a technical proposal as requested.
     - Southern Earth Sciences submitted a technical proposal with a fee proposal attached.
     - Thompson Engineering submitted only a fee proposal with no technical proposal for evaluation.

3. **Proposal Evaluation:**

   Following receipt of proposals Thompson Engineering was removed from consideration for failing to follow the RFP instructions by not submitting a technical proposal. The SES

technical proposal did not include any information to demonstrate their understanding of the project requirements. Their fee proposal, although not requested, was reviewed and the estimated hours determined to be unreasonably low demonstrating they did not properly review and understand the project requirements.

The technical proposal from GET was reviewed and evaluated. The firm demonstrated experience and qualifications on similar projects in the Mobile area as well as a clear understanding of the requirements of the Mobile Civic Center Parking Facility requirements.

The SES and GET proposals are attached hereto as Attachment C.

GET was requested to submit a fee proposal. The fee proposal was received on 4 December 2023. Negotiations were conducted with GET on 5 December 2023 followed by submission of a revised fee proposal on 11 December 2023.

A contract in the amount of $258,764.80 was issued to GET. The signed Contract including the Consultant's revised fee proposal is attached hereto as Attachment D.

ATTACHMENT A

Specification Section 01 45 30

MBA ENGINEERS, INC.
STRUCTURAL CIVIL GEOTECHNICAL

Required Special Inspections

Project Name City of Mobile Parking Deck
Project Address

During construction of the referenced project, it is intended that special inspection as outlined in Chapter 17 of the 2021 International Building Code be provided for by the owner. The following areas of work will require special inspection:

MATERIAL / ACTIVITY	FREQUENCY OF INSPECTION	INSPECTOR
A. Inspection of Steel per 1705.2		
1. Inspection of welding:		
a. Prior to welding:		
1. Welding procedure specifications available	Continuous	Testing Agent
2. Manufacturer certifications for welding consumables available	Continuous	Testing Agent
3. Material identification (type/grade)	Periodic	Testing Agent
4. Welder identification system	Periodic	Testing Agent
5. Fit-up of groove welds (including joint geometry)	Periodic	Testing Agent
6. Configuration and finish of access holes	Periodic	Testing Agent
7. Fit-up of fillet welds	Periodic	Testing Agent
b. During welding:		
1. Use of qualified welders	Periodic	Testing Agent
2. Control and handling of welding consumables	Periodic	Testing Agent
3. No welding over cracked welds	Periodic	Testing Agent
4. Environmental conditions	Periodic	Testing Agent
5. Welding specification procedure followed	Periodic	Testing Agent
6. Welding Techniques	Periodic	Testing Agent
c. After welding:		
1. Welds cleaned	Periodic	Testing Agent
2. Size, length, and location of welds	Continuous	Testing Agent
3. Welds meet visual acceptance criteria	Continuous	Testing Agent
4. Arc strikes	Continuous	Testing Agent
5. K-area	Continuous	Testing Agent
6. Backing removed and weld tabs removed	Continuous	Testing Agent
7. Repair activities	Continuous	Testing Agent
8. Document acceptance or rejection of welded joint or member	Continuous	Testing Agent
2. Inspection of high-strength bolting:		
a. Prior to bolting:		
1. Manufacturer's certifications available	Continuous	Testing Agent
2. Fasteners marked in accordance with ASTM requirements	Periodic	Testing Agent
3. Proper fasteners selected for the joint detail	Periodic	Testing Agent
4. Proper bolting procedure for the joint detail	Periodic	Testing Agent
5. Connecting elements meet applicable requirements	Periodic	Testing Agent
6. Pre-installation verification testing by installation personnel observed and documented for fastener assemblies and methods used	Periodic	Testing Agent

7. Proper storage provided for bolts, nuts, washers, and other fastener components	Periodic	Testing Agent
b. During bolting:		
1. Fastener assemblies placed in all holes and washers (if required) are positioned as required	Periodic	Testing Agent
2. Joint brought to the snug-tight condition prior to the pretensioning operation	Periodic	Testing Agent
3. Fastener component not turned by the wrench prevented from rotating	Periodic	Testing Agent
4. Fasteners are pretensioned in accordance with the RCSC specification progressing systematically from the most rigid point toward the free edges	Periodic	Testing Agent
c. After bolting:		
1. Document acceptance of rejection of bolted connections	Continuous	Testing Agent

MATERIAL / ACTIVITY	FREQUENCY OF INSPECTION	INSPECTOR
B. Inspection of Concrete per 1705.3		
1. Inspect reinforcement, including prestressing tendons, and verify placement.	Periodic	Testing Agent
2. Reinforcing bar welding:		
a. Verify weldability of reinforcing bars other than ASTM A706.	Periodic	Testing Agent
b. Inspect single-pass fillet welds, maximum 5/16”.	Periodic	Testing Agent
c. Inspect all other welds.	Continuous	Testing Agent
3. Inspect anchors cast in concrete.	Periodic	Testing Agent
4. Inspect anchors post-installed in hardened concrete members.		
a. Adhesive anchors installed in horizontally or upwardly inclined orientations to resist sustained tension loads.	Continuous	Testing Agent
b. Mechanical anchors and adhesive anchors not defined in 4.a.	Periodic	Testing Agent
5. Verify use of required design mix.	Periodic	Testing Agent
6. Prior to concrete placement, fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete.	Continuous	Testing Agent
7. Inspect concrete and shotcrete placement for proper application techniques.	Continuous	Testing Agent
8. Verify maintenance of specified curing temperature and techniques.	Periodic	Testing Agent
9. Inspect prestressed concrete for:		
a. Application of prestressing forces.	Continuous	Testing Agent
b. Grouting of bonded prestressing tendons.	Continuous	Testing Agent
10. Inspect erection of precast concrete members.	Periodic	Testing Agent
11. Verify in-situ concrete strength, prior to stressing of tendons in post-tensioned concrete and prior to removal of shores and forms from beams and structural slabs.	Periodic	Testing Agent
12. Inspect formwork for shape, location, and dimensions of the concrete member being formed.	Periodic	Testing Agent

MATERIAL / ACTIVITY	FREQUENCY OF INSPECTION	INSPECTOR
C. Inspection of Masonry per 1705.4 (Level "B" in accordance with TMS 402/ACI 530/ASCE 5 and TMS 602/ACI 530.1/ASCE 6 quality assurance program requirements)		
1. Verify compliance with approved submittals	Periodic	Testing Agent
2. Verification of f'_m and f'_{aac} prior to construction except where specifically exempted by code.	Periodic	Testing Agent
3. Verification of slump flow and visual stability index (VSI) as delivered to the project site in accordance with specification article 1.5 B.1.b.3 for self-consolidating grout.	Continuous	Testing Agent
4. As masonry construction begins, verify that the following are in compliance:		
a. Proportions of site-prepared mortar.	Periodic	Testing Agent
b. Construction of mortar joints.	Periodic	Testing Agent
c. Grade and size of prestressing tendons and anchorages.	Periodic	Testing Agent
d. Location of reinforcement, connectors, and prestressing tendons and anchorages.	Periodic	Testing Agent
e. Prestressing technique.	Periodic	Testing Agent
f. Properties of thin-bed mortar for AAC masonry.	Continuous	Testing Agent
5. Prior to grouting, verify that the following are in compliance:		
a. Grout space.	Periodic	Testing Agent
b. Grade, type, and size of reinforcement and anchor bolts, and prestressing tendons and anchorages.	Periodic	Testing Agent
c. Placement of reinforcement and connectors and prestressing tendons and anchorages.	Periodic	Testing Agent
d. Proportion of site-prepared grout and prestressing grout for bonded tendons.	Periodic	Testing Agent
e. Construction of mortar joints.	Periodic	Testing Agent
6. Verify during construction:		
a. Size and location of structural elements.	Periodic	Testing Agent
b. Type, size and location of anchors, including other details of anchorage of masonry to structural members, frames, or other construction.	Periodic	Testing Agent
c. Welding of reinforcement.	Continuous	Testing Agent
d. Preparation, construction, and protection of masonry during cold weather (temperature below 40°F) or hot weather (temperature above 90°F).	Periodic	Testing Agent
e. Application and measurement of prestressing force.	Continuous	Testing Agent
f. Placement of grout and prestressing grout for bonded tendons is in compliance.	Continuous	Testing Agent
g. Placement of AAC masonry units and construction of thin-bed mortar joints.	Continuous	Testing Agent
7. Observe preparation of grout specimens, mortar specimens, and/or prisms.	Periodic	Testing Agent

MATERIAL / ACTIVITY	FREQUENCY OF INSPECTION	INSPECTOR
D. Inspection of Soil Conditions per 1705.6		
1. Verify materials below shallow foundations are adequate to achieve the design bearing capacity.	Periodic	Testing Agent
2. Verify excavations are extended to proper depth and have reached proper material.	Periodic	Testing Agent
3. Perform classification and testing of compacted fill materials.	Periodic	Testing Agent
4. Verify use of proper materials, densities and lift thicknesses during placement and compaction of compacted fill.	Continuous	Testing Agent
5. Prior to placement of compacted fill, observe subgrade and verify that site has been prepared properly.	Periodic	Testing Agent
E. Driven Pile Deep Foundation Elements per 1705.7		
1. Verify element materials, sizes and lengths comply with the requirements.	Continuous	Geotechnical Engineer
2. Determine capacities of test elements and conduct additional load tests as required.	Continuous	Geotechnical Engineer
3. Verify placement locations and plumbness, confirm type and size of hammer, record number of blows per foot of penetration, determine required penetrations to achieve design capacity, record tip and butt elevations and document any damage to foundation element.	Continuous	Geotechnical Engineer
4. For concrete elements, perform tests and additional special inspections in accordance with Section 1705.3.	Periodic	Testing Agent
5. For specialty elements, perform additional inspections as determined by the registered design professional in responsible charge.	Periodic	Testing Agent

ATTACHMENT B

Request for Proposals

Volkert, Inc.
11 N. Water Street
RSA Tower
Suite 18290
Mobile, AL 36602
www.volkert.com

October 4, 2023

Subject: Request for Proposals (RFP) for Special Inspections and Construction Materials Testing Services for the Mobile Civic Center Master Plan Improvements Parking Facility Construction.

On behalf of the City of Mobile, Volkert as the Program Manager, is requesting proposals from reputable and qualified firms licensed in the State of Alabama, capable of providing Special Inspections and Construction Materials Testing Services for the Mobile Civic Center Master Plan Improvements Parking Facility Construction. The selected firm's basic services will include usual and customary construction inspection and materials testing services to include laboratory services in support of the construction of a new six level parking facility for the Mobile Civic Center.

Interested firms should familiarize themselves with the Parking Facility drawings and specifications from the construction RFP documents. These documents may be downloaded from the City of Mobile website at the following link.

https://www.cityofmobile.org/bids/?bid=3486

Attached to this RFP is a list of the required Special Inspections and testing identified by the project's Structural Engineer.

The Program Manager and City of Mobile will schedule interviews following review of the received proposals. The interview will consist of a presentation by the firm of whatever information, experience, personnel, processes, etc. the firm feels would best demonstrate their ability to provide the requested services; followed by an open discussion with the firm regarding their proposal and presentation. The interview will be limited to one hour with no more than 30 minutes for the presentation.

Following interviews, a selected firm will be requested to provide a fee proposal and enter into negotiations. Following negotiations, a professional services contract will be developed to outline the specific roles and responsibilities for these services. The selected firm will contract directly with the City of Mobile and the contract is contingent on approval by the Mobile City Council.

Respondents acknowledge and accept that any costs incurred from the respondent's participation in the RFP shall be at the sole risk and responsibility of the respondent.

The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and encourages and supports the utilization of Minority

Business Enterprises and compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.

Questions should be submitted electronically to Sam Matheny at sam.matheny@volkert.com no later than 13 October 2023.

Proposals should be submitted electronically to Sam Matheny at sam.matheny@volkert.com no later than 20 October 2023.

Sincerely,

Sam Matheny

Sam Matheny

Program Manager

Volkert, Inc.

Cc: Carleen Stout-Clark, City of Mobile

MBA ENGINEERS, INC.
STRUCTURAL CIVIL GEOTECHNICAL

Required Special Inspections

Project Name City of Mobile Parking Deck
Project Address

During construction of the referenced project, it is intended that special inspection as outlined in Chapter 17 of the 2021 International Building Code be provided for by the owner. The following areas of work will require special inspection:

MATERIAL / ACTIVITY	FREQUENCY OF INSPECTION	INSPECTOR
A. Inspection of Steel per 1705.2		
1. Inspection of welding:		
a. Prior to welding:		
1. Welding procedure specifications available	Continuous	Testing Agent
2. Manufacturer certifications for welding consumables available	Continuous	Testing Agent
3. Material identification (type/grade)	Periodic	Testing Agent
4. Welder identification system	Periodic	Testing Agent
5. Fit-up of groove welds (including joint geometry)	Periodic	Testing Agent
6. Configuration and finish of access holes	Periodic	Testing Agent
7. Fit-up of fillet welds	Periodic	Testing Agent
b. During welding:		
1. Use of qualified welders	Periodic	Testing Agent
2. Control and handling of welding consumables	Periodic	Testing Agent
3. No welding over cracked welds	Periodic	Testing Agent
4. Environmental conditions	Periodic	Testing Agent
5. Welding specification procedure followed	Periodic	Testing Agent
6. Welding Techniques	Periodic	Testing Agent
c. After welding:		
1. Welds cleaned	Periodic	Testing Agent
2. Size, length, and location of welds	Continuous	Testing Agent
3. Welds meet visual acceptance criteria	Continuous	Testing Agent
4. Arc strikes	Continuous	Testing Agent
5. K-area	Continuous	Testing Agent
6. Backing removed and weld tabs removed	Continuous	Testing Agent
7. Repair activities	Continuous	Testing Agent
8. Document acceptance or rejection of welded joint or member	Continuous	Testing Agent
2. Inspection of high-strength bolting:		
a. Prior to bolting:		
1. Manufacturer's certifications available	Continuous	Testing Agent
2. Fasteners marked in accordance with ASTM requirements	Periodic	Testing Agent
3. Proper fasteners selected for the joint detail	Periodic	Testing Agent
4. Proper bolting procedure for the joint detail	Periodic	Testing Agent
5. Connecting elements meet applicable requirements	Periodic	Testing Agent
6. Pre-installation verification testing by installation personnel observed and documented for fastener assemblies and methods used	Periodic	Testing Agent

7. Proper storage provided for bolts, nuts, washers, and other fastener components	Periodic	Testing Agent
b. During bolting:		
1. Fastener assemblies placed in all holes and washers (if required) are positioned as required	Periodic	Testing Agent
2. Joint brought to the snug-tight condition prior to the pretensioning operation	Periodic	Testing Agent
3. Fastener component not turned by the wrench prevented from rotating	Periodic	Testing Agent
4. Fasteners are pretensioned in accordance with the RCSC specification progressing systematically from the most rigid point toward the free edges	Periodic	Testing Agent
c. After bolting:		
1. Document acceptance of rejection of bolted connections	Continuous	Testing Agent

MATERIAL / ACTIVITY	FREQUENCY OF INSPECTION	INSPECTOR
B. Inspection of Concrete per 1705.3		
1. Inspect reinforcement, including prestressing tendons, and verify placement.	Periodic	Testing Agent
2. Reinforcing bar welding:		
a. Verify weldability of reinforcing bars other than ASTM A706.	Periodic	Testing Agent
b. Inspect single-pass fillet welds, maximum 5/16”.	Periodic	Testing Agent
c. Inspect all other welds.	Continuous	Testing Agent
3. Inspect anchors cast in concrete.	Periodic	Testing Agent
4. Inspect anchors post-installed in hardened concrete members.		
a. Adhesive anchors installed in horizontally or upwardly inclined orientations to resist sustained tension loads.	Continuous	Testing Agent
b. Mechanical anchors and adhesive anchors not defined in 4.a.	Periodic	Testing Agent
5. Verify use of required design mix.	Periodic	Testing Agent
6. Prior to concrete placement, fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete.	Continuous	Testing Agent
7. Inspect concrete and shotcrete placement for proper application techniques.	Continuous	Testing Agent
8. Verify maintenance of specified curing temperature and techniques.	Periodic	Testing Agent
9. Inspect prestressed concrete for:		
a. Application of prestressing forces.	Continuous	Testing Agent
b. Grouting of bonded prestressing tendons.	Continuous	Testing Agent
10. Inspect erection of precast concrete members.	Periodic	Testing Agent
11. Verify in-situ concrete strength, prior to stressing of tendons in post-tensioned concrete and prior to removal of shores and forms from beams and structural slabs.	Periodic	Testing Agent
12. Inspect formwork for shape, location, and dimensions of the concrete member being formed.	Periodic	Testing Agent

MATERIAL / ACTIVITY	FREQUENCY OF INSPECTION	INSPECTOR
C. Inspection of Masonry per 1705.4 (Level "B" in accordance with TMS 402/ACI 530/ASCE 5 and TMS 602/ACI 530.1/ASCE 6 quality assurance program requirements)		
1. Verify compliance with approved submittals	Periodic	Testing Agent
2. Verification of f'_m and f'_{aac} prior to construction except where specifically exempted by code.	Periodic	Testing Agent
3. Verification of slump flow and visual stability index (VSI) as delivered to the project site in accordance with specification article 1.5 B.1.b.3 for self-consolidating grout.	Continuous	Testing Agent
4. As masonry construction begins, verify that the following are in compliance:		
a. Proportions of site-prepared mortar.	Periodic	Testing Agent
b. Construction of mortar joints.	Periodic	Testing Agent
c. Grade and size of prestressing tendons and anchorages.	Periodic	Testing Agent
d. Location of reinforcement, connectors, and prestressing tendons and anchorages.	Periodic	Testing Agent
e. Prestressing technique.	Periodic	Testing Agent
f. Properties of thin-bed mortar for AAC masonry.	Continuous	Testing Agent
5. Prior to grouting, verify that the following are in compliance:		
a. Grout space.	Periodic	Testing Agent
b. Grade, type, and size of reinforcement and anchor bolts, and prestressing tendons and anchorages.	Periodic	Testing Agent
c. Placement of reinforcement and connectors and prestressing tendons and anchorages.	Periodic	Testing Agent
d. Proportion of site-prepared grout and prestressing grout for bonded tendons.	Periodic	Testing Agent
e. Construction of mortar joints.	Periodic	Testing Agent
6. Verify during construction:		
a. Size and location of structural elements.	Periodic	Testing Agent
b. Type, size and location of anchors, including other details of anchorage of masonry to structural members, frames, or other construction.	Periodic	Testing Agent
c. Welding of reinforcement.	Continuous	Testing Agent
d. Preparation, construction, and protection of masonry during cold weather (temperature below 40°F) or hot weather (temperature above 90°F).	Periodic	Testing Agent
e. Application and measurement of prestressing force.	Continuous	Testing Agent
f. Placement of grout and prestressing grout for bonded tendons is in compliance.	Continuous	Testing Agent
g. Placement of AAC masonry units and construction of thin-bed mortar joints.	Continuous	Testing Agent
7. Observe preparation of grout specimens, mortar specimens, and/or prisms.	Periodic	Testing Agent

MATERIAL / ACTIVITY	FREQUENCY OF INSPECTION	INSPECTOR
D. Inspection of Soil Conditions per 1705.6		
1. Verify materials below shallow foundations are adequate to achieve the design bearing capacity.	Periodic	Testing Agent
2. Verify excavations are extended to proper depth and have reached proper material.	Periodic	Testing Agent
3. Perform classification and testing of compacted fill materials.	Periodic	Testing Agent
4. Verify use of proper materials, densities and lift thicknesses during placement and compaction of compacted fill.	Continuous	Testing Agent
5. Prior to placement of compacted fill, observe subgrade and verify that site has been prepared properly.	Periodic	Testing Agent
E. Driven Pile Deep Foundation Elements per 1705.7		
1. Verify element materials, sizes and lengths comply with the requirements.	Continuous	Geotechnical Engineer
2. Determine capacities of test elements and conduct additional load tests as required.	Continuous	Geotechnical Engineer
3. Verify placement locations and plumbness, confirm type and size of hammer, record number of blows per foot of penetration, determine required penetrations to achieve design capacity, record tip and butt elevations and document any damage to foundation element.	Continuous	Geotechnical Engineer
4. For concrete elements, perform tests and additional special inspections in accordance with Section 1705.3.	Periodic	Testing Agent
5. For specialty elements, perform additional inspections as determined by the registered design professional in responsible charge.	Periodic	Testing Agent

ATTACHMENT C

SES and GET Proposals

GET Proposal

MOBILE
ALABAMA

Proposal

Special Inspections and Construction Materials Testing

Mobile Civic Center Master Plan Improvements

Parking Facility Construction



GEOTECHNICAL
ENGINEERING
TESTING, INC.

Geotechnical Engineering-Testing, Inc.

PROFESSIONAL ENGINEERS

Geotechnical Evaluations - Geosciences - Construction Materials - Pavement Management

October 20, 2023

City of Mobile c/o
Mr. Sam Matheny
Volkert Program Management
11 North Water Street, Suite 18290
Mobile, Alabama 36602

Sam.matheny@volkert.com

Re: Proposal to Perform Special Inspections and Construction Materials Testing for the Mobile Civic Center Master Plan Improvements Parking Facility Construction

Dear Mr. Matheny:

In response to the above reference Request for Proposal, Geotechnical Engineering-Testing, Inc. (GET) is pleased to submit our proposal in pdf format via email as specified. Our submittal package is prepared in accordance with the instructions provided in the Request for Proposal dated October 4, 2023, prepared by Volkert Program Management on behalf of the City of Mobile, Alabama. As requested by Mr. Matheny, we have kept our response to this request brief and to the point and have attached additional supporting data for the selection committee on the team we are proposing for this project and their qualifications.

Geotechnical Engineering-Testing, Inc. has been providing geotechnical and construction materials testing services in the Mobile area and along the Gulf Coast in similar soil conditions for large industrial and government clients since the firm's inception in 1974. The firm's philosophy has always been to focus on providing these services in a quality and timely manner. GET's professional and technician staff have been performing testing services/Special Inspections on numerous projects similar in scope, size and magnitude across the region and for the City of Mobile.

GET's project team will be led by the firm's president and principal engineer, Curt Doyle, P.E. Mr. Doyle is the geotechnical engineer of record for the Civic Center Parking Facility and is very knowledgeable about the soil conditions and the design requirements for the project. As discussed in our attached response, our approach to providing construction materials testing and special inspections on projects similar in scope and complexity is unique and sets us apart from other testing firms. We plan to pull together a team of local specialists in the field of testing/Special Inspections with expertise, experience and local knowledge that are value added to the construction phase of the project. The GET team will include Barter and Associates, Inc. and Challenge Testing, Inc., both established, well-regarded Mobile firms. If a requirement of this contract is to have a DBE firm included, GET can subcontract a portion of this work to a qualified DBE firm.

GET looks forward to continuing to work on the project to provide continuity between the design and construction aspects of the parking facility project.

Should additional information be needed, please contact us.

Sincerely,

GEOTECHNICAL ENGINEERING-TESTING, INC.



Curt Doyle, P.E.
President, Principal Engineer

Attachments:

- Proposal
- GET Sample Projects
- GET Company Overview & Resumes
- Barter & Associates Company Overview & Resumes
- Challenge Testing Company Overview & Resumes

GEOTECHNICAL ENGINEERING TESTING, INC.

Civic Center Parking Deck Construction Materials Testing and Special Inspection Services Proposal

Introduction and Familiarity with Project

Geotechnical Engineering-Testing, Inc. (GET) is a Mobile based engineering firm specializing in geotechnical engineering, construction materials testing and Special Inspections. The firm was incorporated in 1974, almost 50 years ago, in the Port City. The firm has been providing services similar in scope and complexity on projects across the entire Gulf Coast region with an emphasis in Mobile County.

GET is the geotechnical engineer of record for the Civic Center Parking Facility and extremely knowledgeable with the site soil conditions as well as with performing the associated testing and Special Inspections required on this project. As the geotechnical engineer of record, GET aided the design team in developing the project specifications for the building foundations. GET has also supported the Civic Center Parking Facility design team in providing numerous alternate deep foundation options for consideration by the team for cost comparison and impact to construction schedule as well as provide input on pile installation issues that could potentially negatively affect the project. GET has extensive experience with the local soils as they relate to the various pile foundation options and their installation.

GET intends to dedicate senior level technicians that have worked with the firm for over 35 years and are well versed with the requirements of the specified pile load testing program, monitoring of production pile installation and concrete placement. These senior level technicians will be supported by the firm's principal engineer and GET's other senior level engineers. Additional information is included in the Proposed Team section of this submittal and individual resumes are attached at the end of our submittal.

GET has been the geotechnical engineer of record and testing firm for the City of Mobile on numerous projects since the company's inception. Several of the projects include the City's existing downtown parking deck adjacent to the Renaissance Plaza Hotel, the Convention Center, Art Museum, the Regional Airport, and the West Regional Public Safety Complex. GET has also performed the geotechnical engineering and associated testing for numerous projects near the project site including multiple projects for the Alabama State Port Authority, Benders Shipyard, the FBI Building and across the Brookley Aeroplex complex.

GET has approximately 30 employees on staff, which includes four licensed professional engineers and three graduate engineers and two geologists. The GET team is extremely experienced with complex foundation engineering systems, construction materials testing, Special Inspections and construction materials engineering. The licensed engineers have compiled over one hundred years of experience in these engineering disciplines. GET has the capabilities to perform all soils explorations, laboratory testing, engineering, and testing services with in-house personnel and equipment.

Proposed Team

Mr. Curt Doyle will be the primary point of contact for the GET team and, as stated is the geotechnical engineer of record for the Civic Center Parking Facility. He will be available for the duration of the project to address and respond to any issues or concerns that develop over the course of the project. He will also be available to participate as needed in on-site construction meetings, in particular during the pile load test and pile installation phase of the project, to address any issues or concerns that may develop and require prompt response. This will expedite our response to the construction team to support the project's accelerated schedule.

GET will dedicate senior technicians to support Mr. Doyle in the field and to be the City's "eyes in the field". Although a sufficient staff of experienced technician personnel is available to support the project, it is GET's intent to minimize the number of different technician personnel on the project to provide continuity and consistency to the project and design/construction team.

GET will subcontract and incorporate as part of our team Barter and Associates, Inc. (Barter) who will provide a licensed structural engineer to perform some of the structural portion of the required Special Inspections. GET will also subcontract Challenge Testing, Inc (Challenge) who will provide certified welding inspectors to perform the required non-destructive testing and welding inspections. GET has worked together as a team with these two firms successfully and efficiently on numerous projects over the years. The three firms have developed a fluid and seamless line of communication in working together. Challenge and Barter are established Mobile firms with local experience that provide quality service. Brief company biographies are included as an attachment to this proposal for additional information on the team proposed to perform the construction materials testing and special inspections for this project.

Geotechnical Engineering-Testing, Inc. - 49 years of service in Mobile, Alabama

Barter and Associates, Inc. - 41years of service in Mobile, Alabama

Challenge Testing, Inc. - 65 years of service in Mobile, Alabama

For this project, one of GET's senior technicians, Mr. Dale Nobles, will be GET's lead technician assigned to the project. He has been with GET for 38 years and is very knowledgeable concerning the installation of various pile types, pile load testing, soils, aggregate and concrete testing and is ICC Board certified Special Inspector in both Concrete and Masonry. He will be supported by the Construction Materials Testing (CMT) Manager, Ron Attebery, who has been with GET 44 years and by Senior Technician, Danny Chapman, who has been with GET 38 years. GET has less senior technicians available to the project for miscellaneous support tasks. The primary point of contact for Barter and Associates will be Mr. James Russell, PE. He has 33 years of experience with Barter and Associates. Mr. Russell has served as the chairman of the Structural Engineers Association of Alabama – Code Advisory Committee and is well versed in Special Inspection requirements. Challenge Testing will have both David Wiggins and Leonard Hobson familiar with the project specifications and requirements and available to respond as needed for the required Structural Nondestructive Testing and welding inspections. Both gentlemen have been with Challenge Testing 31 and 35 years respectively.

The knowledge and skills of such an experienced inspection team adds tremendous value to a project on a "fast-track" such as this one as they can provide guidance and assistance to the field operations.

Resumes on each of the GET team members proposed are included as an attachment to this proposal for additional details and qualifications for each proposed team member.

GET's laboratory is accredited through the AASHTO Materials Reference Laboratory program in soils, aggregates, concrete, asphalt and sprayed fire resistive materials. It maintains this accreditation through bi-annual inspections, annual inspections of its quality program and certifications and proficiency sample testing programs. The laboratory is located approximately 10 minutes from the project site and is generally staffed to provide testing services 7 days per week. The laboratory is well staffed and is capable of performing the required testing and reporting in a timely manner.

Project Plan of Approach- Methodology

Although testing/inspection services do not require full-time inspection for all aspects of the project, it is anticipated that a GET representative will be onsite most days during the construction of the project. GET's senior technician will communicate/coordinate on a daily basis with the contractor and/or subcontractor to ensure that all testing/inspection requirements are performed as needed and scheduled.

During the foundation installation aspect of the project:

- GET's senior inspector and geotechnical engineer will work closely with the design/construction team to ensure that foundations are installed as designed and meet the project requirements.
- GET's principal engineer and geotechnical engineer of record will review submittals made by the contractor regarding the foundations.
- During the installation of test piles and performance of load tests, GET's senior inspector and geotechnical engineer will monitor installations and testing.
- The load test results will be evaluated by the geotechnical engineer of record and criteria established for production pile installation.
- The geotechnical engineer of record will review the pile installation records on a daily basis and be available to address any issues that may arise in a timely manner.

During the next phase of construction:

- The senior technician will provide services on an as-needed basis to perform the required Special Inspections and testing services for the project. These services will include all aspects of testing/Special Inspections related to the concrete and masonry construction on the project.

- The senior technician will be responsible for communicating with GET's CMT supervisor and/or project engineer in the office when additional testing personnel will be required for any assistance.
- The senior technician will also be responsible for coordinating with the CMT supervisor and laboratory manager for all in-house laboratory testing required.
- The senior technician will communicate with the Barter and Associates and Challenge Testing to provide the required structural steel, welding and NDT testing services.
- The CMT supervisor will be responsible for reviewing all daily field reports of activities, field and laboratory test results.
- Any report or test result indicating a deficiency will be reported to and reviewed by the materials engineer and immediately communicated to the owner's project manager, design team and the contractor.
- A log of deficient testing results and any subsequent re-testing required to achieve results compliant with the Contract Documents will be maintained by GET's Special Inspector and management staff.
- GET's office support staff will be responsible for submitting all daily field reports and field and laboratory test results to the program manager, design team and the contractor.

Ability to Maintain Budget

Since the time required onsite by GET personnel to perform testing and inspection services is often dictated by the schedule and efficiency of the contractor, GET's ability to control these associated costs is often beyond our control. However:

- GET personnel will coordinate closely with the contractor to ensure unnecessary time is not expended on the project when testing and inspection services are not required.
- When applicable, GET will utilize junior level technician staff for less complex testing tasks on the project to reduce personnel costs.
- GET's managerial staff and senior technician will coordinate closely with its subconsultants to ensure that all required tests are performed but unnecessary time is not expended on the project.
- To maintain the testing/inspection budget, GET will track actual time/fees against the proposed estimate of fees and communicate monthly with the owner's program manager on the status of our expenditures and percent of project complete.
- Based upon project schedule and testing requirements, GET will communicate with owner's project manager potential methods for reducing the technician time on the project if necessary

Quality Assurance / Quality Control

Outlined below are GET's general methods, procedures, and processes to ensure quality control.

General Activities: Quality Control (QC) is an integral program at Geotechnical Engineering-Testing, Inc. (GET) designed to ensure delivery of consistent, high-quality work activities conforming to the project requirements of our client. The program is applicable to all GET personnel and to GET direct subconsultants/contractors as it is implemented throughout all aspects and levels of the company's services. Project personnel will ensure the highest level of attention to quality control and quality assurance. Standard Operating Procedures are in place that addresses the many facets of the geotechnical engineering, soils explorations, laboratory testing and materials testing services we provide; the SOP includes specific techniques, corrective action, interface and communications systems, and documents and reports.

Administrative: The project manager/engineer tracks the program elements of each project to ensure that the overall administrative function is well organized. Project manager/engineers are responsible for ensuring that all safety and incident reports are appropriately recorded and processed. Typical project records to be maintained include, as appropriate, field notes/documentation forms; original laboratory results; notifications and permits; client correspondence; OSHA Accident and Injury Logs; site specific health and safety plans.

Data Collection: Sampling, measuring and test equipment are controlled through calibration and maintenance, which determine precision and accuracy limits. Calibration is conducted using certified equipment and/or standards with known valid relationships to recognized performance standards. Documentation of calibration is maintained and is traceable to the instrument. Periodic preventive and corrective maintenance measurement of test equipment is performed based on experience, reference procedures, manufacturer's recommendations and ASTM and/or AASHTO guidelines.

Quality Control Project Plans: Project management develops a site-specific work plan, field sample plan, and a data management plan. A health and safety plan (HASP) is developed by the assigned health and safety officer with the project manager in accordance with GET Employee Health and Safety Policy Manual. A site-specific QC Project Plan (QCPP) is developed by the project manager and assigned QC officer.

Sampling Data Validation: Data validation is performed in accordance with project requirements. A data review report presenting validated results certifies the application of the data for the subject investigation.

Report Review: Following data validation, report preparation is achieved by adhering to in-house protocols, the client's protocols or an industry standard such as ASTM/AASHTO. Following compilation, all reports will be subjected initially to an administrative review, a peer review and/or QC officer for technical accuracy and content, and finally by the program manager/engineer prior to submittal, in draft or final form, to the client.

Corrective Action: A strategy for initiating corrective action when process or procedural errors occur has been developed. It includes maintaining communications with all team members affected by the error, immediately remedying obvious errors, carefully examining the procedure(s) to determine the real cause of the problem, documenting the solution, and communicating solutions, process changes and monitoring the corrected process to ensure proper functioning. This strategy has been successfully employed to continuously improve the project process.

Subconsultant laboratories are subject to the QA/QC controls as specified in their various accreditation procedures.

The project manager/engineer has primary responsibility for the implementation of QC plans and procedures for the project. He will ensure that such plans and procedures are consistently and effectively applied. He is responsible for daily management of QC procedures and their application to specific delivery order activities.

GEOTECHNICAL ENGINEERING TESTING, INC.

SAMPLE CONSTRUCTION MATERIALS TESTING/SPECIAL INSPECTIONS PROJECT EXPERIENCE



City of Mobile Parking Facility at the
Renaissance Mobile Riverview Hotel
Mobile, Alabama



Authur R. Outlaw Mobile Convention Center
Mobile, Alabama



Legacy Towers Condominiums and
Parking Garage
Gulfport, Mississippi



University of South Alabama Simulation
Laboratory
Mobile, Alabama



University of South Alabama Health Fanny
Meisler Trauma Center
Mobile, Alabama

GEOTECHNICAL ENGINEERING TESTING, INC.

SAMPLE CONSTRUCTION MATERIALS TESTING/SPECIAL INSPECTIONS PROJECT EXPERIENCE



University of South Alabama Health Mobile Diagnostic Center Physicians' Office Building
Mobile, Alabama



Vista Bella Condominium
Orange Beach, Alabama



University of South Alabama Health Children's and Women Hospital Emergency Department Addition
Mobile, Alabama



Imperial Palace Casino Parking Garage
Biloxi, Mississippi



Downtown Renaissance Senior Center and Multi-Family Duplexes
Mobile, Alabama

GEOTECHNICAL ENGINEERING TESTING, INC.

Geotechnical Engineering Testing, Inc. (GET) is a privately held civil engineering firm that specializes in geotechnical engineering, construction materials testing, Special Inspections and infrastructure / pavement management. Founded by Lynn C. Doyle, the company was incorporated in 1974 as an Alabama corporation, providing quality geotechnical engineering and construction materials testing services to government entities, industry, and architectural/civil engineering firms. Projects range from small commercial buildings or local roads to very large industrial projects, port facilities, high-rise buildings, infrastructure projects, water and wastewater treatment projects and interstate highways along the Gulf Coast and across the southeast.

The organization employs approximately 30 employees, which includes four licensed professional engineers and three graduate engineers and two geologists. The GET team is extremely experienced with complex foundation engineering systems, construction materials testing and Special Inspections. The licensed engineers have compiled over one hundred years of experience in these engineering disciplines.

FIELD EXPLORATIONS

GET provides numerous field exploration options to evaluate subsurface geologic conditions. These field explorations are performed by engineers, geologists, engineering technicians, and core boring specialists qualified through education, training, and experience.

GET is adequately equipped and operates its own equipment to provide the services listed above. Soil borings may be performed with one of three core boring rigs, depending on the site conditions and borehole requirements. The rigs include truck mounted, all terrain vehicle mounted, barge mounted, and hand carried equipment. Rotary wash, solid stem auger, and hollow stem auger methods may be used to advance the boreholes.

GEOTECHNICAL LABORATORY TESTING

GET is staffed and equipped with a complete geotechnical laboratory for performing physical characteristics tests on soil and rock samples. Specialized equipment includes consolidometers for consolidation testing and triaxial cells for backpressure saturation of samples for hydraulic conductivity determination and for shear strength testing. Test results are presented by computer generated reports. GET's laboratory is accredited through AASHTO Resource in soils, aggregates, concrete, asphalt and sprayed fire resistive materials.

CONSTRUCTION MATERIALS TESTING

GET provides Quality Control/Quality Assurance (QC/QA) observations and testing during the construction phase of projects. These services are generally performed by technicians qualified through both training and experience who work under the direction of a professional engineer. Most of GET's technicians have over 20 years of experience with the firm. The technicians are certified by various agencies (e.g. ICC, ACI, ALDOT, et cetera) to perform particular tests and have received appropriate safety training such as OSHA and Radiation safety.

PROFESSIONAL ENGINEERING EVALUATIONS

The results of field and laboratory tests are analyzed and evaluated by the project engineer and geotechnical recommendations are formulated for the project. A formal engineering report is usually rendered which presents the recommendations along with results of tests, analyses, and evaluations. The GET staff is available for consultation through the initial planning to the final acceptance of the project. All professional services are performed, findings obtained, and recommendations prepared in accordance with established and recognized professional engineering principles and practices. GET's engineers are available during construction to review test reports and provide consultation.

GEOTECHNICAL ENGINEERING TESTING, INC.

CURT DOYLE, P.E.
President & Principal Geotechnical Engineer

Professional Qualifications/Licensures and Affiliations

- Professional Engineer – Alabama License #25733
- American Society of Civil Engineers (ASCE)
- National Society of Professional Engineers (NSPE)
- American Concrete Institute (ACI)

Brief Biography

Curt Doyle has over 30 years of experience working for industry, government, construction and consulting engineering firms specializing in geotechnical engineering-testing and construction materials engineering-testing services. He has been the project foundation and materials engineer responsible for the planning and/or the supervision of exploration programs and engineering studies for numerous projects in the southeast United States. Projects include major interstate and highways, port/waterfront facilities, industrial plants, railroads, airports, single and multi-story structures. He is familiar with the geotechnical engineering, testing requirements and the design guidelines of USACE, FHWA, FAA, ALDOT, and Federal funded projects.

Representative Projects

- Principal geotechnical engineer responsible for the City of Mobile Civic Center Parking Deck in Mobile, Alabama
- Principal geotechnical engineer for the City of Mobile Riverfront Redevelopment in Mobile, Alabama
- Principal geotechnical engineer for the City of Mobile Police Department Mounted Unit Facility in Mobile, Alabama
- Principal geotechnical engineer for the New College of Medicine at the University of South Alabama in Mobile, Alabama
- Principal geotechnical engineer for the City of Mobile Fire Training Facility in Mobile, Alabama
- Principal geotechnical engineer for the University of South Alabama Physician's Office Building near the University's campus in Mobile, Alabama
- Principal geotechnical engineer for the University of South Alabama Free Standing Emergency Building near the University's campus in Mobile, Alabama
- Principal geotechnical engineer for the Brookley Terminal Phase I and II Parking at the Brookley Aeroplex in Mobile, Alabama
- Principal geotechnical engineer for the Alabama State Port Authority (ASPA) Garrows Bend Intermodal Container Transfer Facility (ICTF) Phase I in Mobile, Alabama
- Project geotechnical engineer for the ASPA Choctaw Point Container Terminal Land Reclamation, Site Stabilization and Stage 1 and 2 Wharf in Mobile, Alabama
- Principal geotechnical engineer for the ASPA Connector Bridge/Road Between the Choctaw Point Container Terminal and the Garrows Bend ICTF in Mobile, Alabama
- Principal geotechnical engineer for the Port of Mobile Logistics Park Site in Mobile, Alabama
- Principal geotechnical engineer for the Expansions at the Gulf Distributing (Former Press Register) facility in Mobile, Alabama

GEOTECHNICAL ENGINEERING TESTING, INC.

DALE NOBLES
Senior CMT Technician

Professional History

Mr. Nobles has been employed with Geotechnical Engineering-Testing, Inc. since 2007. Key areas of responsibility include maintaining an in-house quality assurance/quality control (QA/QC) program for laboratory and field-testing services. He also performs laboratory and field testing of soils, concrete and grout field testing, and laboratory compression strength testing, concrete and asphalt pavement installation monitoring and testing, pile load testing and installation monitoring, settlement monitoring. In addition to the monitoring and testing required, he is also responsible for all of the associated documentation and distribution of field and test reports.

Education and Certifications

- High School Diploma
- University of South Alabama – Business Management
- ICC Reinforced Concrete Inspector
- ICC Masonry Special Inspector
- ALDOT Roadway Technician
- ACI Concrete Field Technician I
- Hazmat Radiation Safety
- 10 Hour OSHA Industrial Safety

Sample Construction Materials Testing Projects

- City of Mobile Convention Center in Mobile, Alabama
- University of South Alabama Simulation Laboratory in Mobile, Alabama
- University of South Alabama Free Standing Emergency Department in Mobile, Alabama
- University of South Alabama New Student Housing Dormitory in Mobile, Alabama
- Alabama State Port Authority Berth “E” Improvements in Mobile, Alabama
- Mobile County Pay-As-You-Go Road Projects
- Bayou La Batre Channel Improvements in Bayou La Batre, Alabama
- Berg Spiral Steel Pipe Plant in Prichard, Alabama
- University of South Alabama Physicians Office Building in Mobile, Alabama
- Alabama State Port Authority McDuffie Coal Terminal in Mobile, Alabama
- University of South Alabama Women’s and Children Hospital Expansion in Mobile, Alabama
- Numerous Elementary/Middle School Additions and Renovations in Mobile County, Alabama
- Fairhope Middle School in Fairhope, Alabama
- University of South Alabama New Dining Facility in Mobile, Alabama

GEOTECHNICAL ENGINEERING TESTING, INC.

RONALD ATTEBERY
CMT & Laboratory Supervisor

Mr. Attebery has been employed with Geotechnical Engineering-Testing, Inc. since 1979 and has progressed from a core-boring technician, a soils laboratory technician, a CMT technician, to now the manager of the materials testing and soils laboratory department. In his position as manager, he is responsible for managing technician job assignments and scheduling, downloading/reviewing project plans and specifications, reviewing and approving daily field reports and concrete cylinder breaks prior to issue as well as review and approve asphalt and concrete mix designs for GET construction projects.

Education and Certifications

- High School Diploma
- University of South Alabama – 4 Years Business Administration
- ACI Level I Concrete Field Technician
- ACI Concrete Strength Testing Technician
- ALDOT Roadway Technician
- ALDOT Level I Asphalt Technician
- Qualified Credential Inspector – Stormwater Runoff
- 10 Hour OSHA Industrial Safety
- Hazmat Radiation Safety
- Sprayed Fire Resistance Testing Training

Sample Construction Materials Testing Projects

- City of Mobile Downtown Parking Garage at the Renaissance Hotel in Mobile, Alabama
- City of Mobile Art Museum in Mobile, Alabama
- City of Mobile Airport Terminal Building, Taxiways, Parking Apron Pavements, and Subsequent
- City of Mobile West Regional Library in Mobile, Alabama
- City of Mobile Convention Center in Mobile, Alabama
- Berg Steel Spiral Pipe Plant in Mobile, Alabama
- Alabama State Docks Choctaw Point and APM Terminals Building in Mobile, Alabama
- Mobile County Pay-As-You-Go Road Projects in Mobile County, Alabama
- American Red Cross Building in Mobile, Alabama
- Hope VI Housing Development – Orange Grove in Mobile, Alabama
- AHEPA XI Apartments in Theodore, Alabama
- Multiple Schools, Renovations, Additions for Mobile County School Board and Baldwin County Board of Education

GEOTECHNICAL ENGINEERING TESTING, INC.

Danny Chapman
Senior CMT Technician

Professional History

Mr. Chapman has been employed with Geotechnical Engineering-Testing, Inc. since 1985. Prior to working at Geotechnical he was employed as a quality control technician at a pre-stressed/pre-cast concrete plant. In his 38 years with the firm, he has worked on many projects in numerous roles and he also has experience in a wide range of laboratory soil mechanics, concrete and asphalt tests. Key areas of responsibility include field testing of soils, concrete, grout, asphalt and other construction materials. With his experience, he typically performs pile load tests, monitors pile installation, inspects concrete reinforcement post tension slabs, and other special tests required of the company. His project experience has ranged from testing and inspection during the construction of high-rise structures, major port projects, airport runways and local roadways. In addition to the monitoring and testing required, he is responsible for all of the associated documentation and distribution of field and test reports.

Education and Certifications

- High School Diploma
- ALDOT Level I & II Asphalt Technician
- ALDOT Roadway Technician
- ACI Concrete Field Technician I
- Hazmat Radiation Safety
- Certification in Unbonded Post-Tensioning – Level 1 Field Fundamentals

Sample Construction Materials Testing Projects

- City of Mobile New Public Safety Complex on Airport Boulevard in Mobile, Alabama
- City of Mobile Convention Center in Mobile, Alabama
- Beach Club Condominiums Phase I and II on Fort Morgan Road in Gulf Shores, Alabama
- Legacy Tower Condominiums and 14 Story Parking Deck in Gulf Port, Mississippi
- Alabama State Docks Choctaw Point in Mobile, Alabama
- Alabama State Docks APM Terminals Building in Mobile, Alabama
- Downtown Renaissance Seniors Center and Multi-Family Phase II Project in Mobile, Alabama
- University of South Alabama Dining Hall Facility in Mobile, Alabama
- Berg Steel Spiral Pipe Plant in Mobile, Alabama
- Alabama State Docks – Rail Ferry at 3 Mile Creek and Mobile River in Mobile, Alabama
- Alabama State Docks Choctaw Point Terminals – Stage 1 and 2 Wharf in Mobile, Alabama
- Mobile Regional Airport Entrance Roads Upgrade and Overlays in Mobile, Alabama
- City of Mobile Dauphin Street Drainage Upgrade and Traffic Improvements in Mobile, Alabama
- Mobile County Pay As You Go Road Projects
- American Red Cross Building in Mobile, Alabama
- Kimberly Clark Corporation Woodyard and Utilities Modernization in Mobile, Alabama

GEOTECHNICAL ENGINEERING TESTING, INC.

HANK M. OAKES, P.E.
Senior Geotechnical Engineer

Professional Qualifications/Licensures and Affiliations

- B.A. Math Education, Harding College
- B.S. Civil Engineering, University of South Alabama
- Practicing Geotechnical Engineering since 1985
- Professional Engineer: Alabama No.19576, Mississippi No.15971, Florida No. 86758

Brief Biography

Mr. Oakes has over 38 years of experience as a practicing geotechnical engineer county wide in Mobile County as well as across the Gulf Coast region. He performs geotechnical studies for small to large projects for private, commercial, government, and industrial clients. Along with typical site preparation and foundation bearing capacity evaluations, he regularly performs settlement analyses (due to consolidation of soft soils), slope stability analyses, bulkhead analyses, retaining wall analyses (global stability), and analyses to estimate capacities of deep foundations. Mr. Oakes has been the geotechnical engineer of record on numerous studies and provided formal reports for infrastructure projects including water and wastewater treatment facilities, educational facilities, waterfront/port structures, private development projects, parks and recreational facilities and roadway projects across the southeast.

Representative Projects

- Senior geotechnical engineer for the Thomas Hospital Patient Tower and Parking Deck in Fairhope, Alabama
- Senior geotechnical engineer for the City of Mobile Art Museum in Mobile, Alabama
- Senior geotechnical engineer for the City of Mobile Public Safety Complex on Airport Boulevard in Mobile, Alabama
- Senior geotechnical engineer for the City of Mobile West Regional Library in Mobile, Alabama
- Senior geotechnical engineer for the Flight Works Alabama (AIDT) Aviation Training Facility at the Brookley Aeroplex in Mobile, Alabama
- Senior geotechnical engineer for the East Parking Garage Expansion at Mobile Infirmary in Mobile, AL
- Senior geotechnical engineer for the Flight Simulator Building at the US Coast Aviation Training Center in Mobile, Alabama
- Senior geotechnical engineer for the APM Terminals located at the Alabama State Docks in Mobile, Alabama
- Senior geotechnical engineer for the USA Women's and Children Pediatric Emergency Department in Mobile, Alabama
- Senior geotechnical engineer for the Simulation Lab at the University of South Alabama in Mobile, Alabama
- Senior geotechnical engineer for the OR and PACU Addition at University Hospital in Mobile, Alabama
- Principal geotechnical engineer for the Emergency Department Addition at USA Children's and Women's Hospital in Mobile, Alabama



BARTER & ASSOCIATES, INC.
Structural Engineers

Barter & Associates, Inc. was founded in 1982 as a structural engineering firm. Over the decades Barter and Associates has designed industrial facilities, specialized foundations and structures, hospital additions, office buildings, extended care facilities, schools, churches, museums, and municipal offices. Our clientele consists of industry, government, specialty contractors, major architectural firms in Mobile, New Orleans, Birmingham, and Montgomery as well as other consulting engineers. In addition to design services Barter & Associates provides Special Inspection services direct to owners. These services range from a few inspections as part of a comprehensive program to managing the entire special inspection process including material testing and acquiring certifications required by the building code.

The firm has furnished special inspection services on multiple projects in recent years. Examples include the Trauma Center for USA Hospital, the University of South Alabama Simulation Laboratory, the University of South Alabama Physicians Office Building, and the University of South Alabama Free Standing Emergency Room. The firm's services extend beyond the typical materials-based inspections. B&A takes responsibility for all the inspections required by the code related to the building's structure and wind susceptible features. This includes the building envelope consisting of the roofing anchorage, the building veneer attachments, and the installation of opening protections such as windows and doors.

James A. Russell, P.E., S.E.
Project Manager



Experience

Thirty-three years as a practicing design engineer with extensive experience in the design of building structures and foundation systems. Mr. Russell serves in the capacity of chief design engineer and project manager. He is responsible for the timely and efficient production of projects and the assurance that those projects meet the latest codes and standards. His work with the firm's major clients has been instrumental in the firm's growth both technically and professionally. Additionally, Mr. Russell serves in the role of providing in-house quality assurance. All major projects are checked by him for engineering accuracy and completeness. Through his expertise in this area the firm has been very successful in the production of high quality contract documents that are both accurate and provide the client with an economical solution.

Professional Honors and Activities

Past-President - Structural Engineers Association of Alabama
Member - Structural Engineers Association of Alabama Special Inspections Committee
Past-Chairman - Structural Engineers Association of Alabama - Code Advisory Committee
Past-Member - International Code Council Committee on Hurricane Resistant Residential Construction

Business and Professional Affiliations

Structural Engineers Association of Alabama
American Institute of Steel Construction, Inc.
Structural Engineering Certification Board

Presentations

Hurricane Resistant Residential Construction, Mobile, AL, 2011
Special Inspection Provisions of the IBC, Birmingham, AL, 2005

Significant Structures

Infirmary Health System Medical Plaza, Saraland, Alabama
Mobile County Emergency Management Agency EOC, Mobile, Alabama
Citronelle High School, Citronelle, Alabama
Mobile Museum of Art, Mobile, Alabama
Thomas Hospital—North Patient Tower, Fairhope, Alabama
Singing River Hospital Medical Office Building, Pascagoula, Mississippi
Saraland High School, Saraland, Alabama
Taylor/White Elementary School, Mobile, Alabama
University of Sout Alabama Simulation Lab, Mobile, Alabama
Fanny Meisler Trauma Center, Mobile, Alabama

Education
University of South Alabama
BS in Civil Engineering 1990

Licensed Structural Engineer
Illinois

Licensed Professional Engineer
Alabama, Colorado

BARTER & ASSOCIATES, INC.
Structural Engineers

1614 Government Street Mobile, AL 36604
251.473.8354
251.391.0815
www.barterse.com

Marc S. Barter, P.E., S.E.
Principal

Experience

Fifty years as a practicing design engineer with extensive experience in the design of structures and foundation systems. Mr. Barter has personally designed or supervised the design of large auditoriums, athletic facilities, hospital additions, schools, churches and office buildings. In addition to design projects, he has conducted numerous investigations of existing structures for code compliance and adaptive reuse.

Professional Honors and Activities

Past Chairman - Alabama Board of Licensure for Professional Engineers and Surveyors
Past-Member - Board of Directors, Structural Engineering Certification Board
Past-President - NCSEA Media, Inc. - *Structure Magazine*
Past-Chairman - NCSEA Member Organization Development Committee
Past-Member - NCSEA Structural Engineers Emergency Response Committee
Past-Chairman - Design Practices Committee, Structural Engineering Institute
Past President - National Council Structural Engineers Associations
Past President - Alabama Council American Structural Engineers
Recipient - NCSEA Robert C. Cornforth Award
Recipient - NCSEA Distinguished Service Award
Recipient - NCSEA Lifetime Achievement Award

Business and Professional Affiliations

Structural Engineers Association of Alabama
American Institute of Steel Construction, Inc.
American Concrete Institute
Structural Engineering Institute
American Council of Engineering Companies

Presentations

ATC 45 Training Seminars—Tulsa, Oklahoma, Oklahoma City, Oklahoma and Omaha, Nebraska, 2010
Special Inspections 101-Mobile, AL, Tupelo, MS, Memphis, TN, 2008
Structural Engineering Certifications—SEAKM Annual Meeting, Kansas City, MO, 2007
Hurricane Ivan—Post Flood and Wind Safety Evaluation of Buildings presented to Code of Officials of Alabama Meeting, Orange Beach, Alabama, 2005
Wind Design—IBC 2000 and IRC 2000, Code Officials of Alabama Meeting, 2005
Certification of Structural Engineers—NCSEA Annual Meeting, New Orleans, LA, 2004
Certification for Structural Engineers—ISEA Meeting, Indianapolis, IN, 2002
Separate Licensing for Structural Engineers—ASCE Winter Meeting, 2001



Education
University of South Alabama
BS in Civil Engineering 1973
Structural Concentration
University of Alabama
Graduate Courses in Structural Engineering

Licensed Structural Engineer
Georgia
Illinois

Licensed Professional Engineer
Alabama
Arkansas
Florida
Georgia
Louisiana
Michigan
Mississippi
North Carolina
South Carolina
Texas

BARTER & ASSOCIATES, INC.
Structural Engineers

1614 Government Street Mobile, AL 36604
251.473.8354
251.605.6328
www.barterse.com

Mary-Margaret Dickey, P.E.
Design Engineer



Experience

Fifteen years as a practicing design engineer with experience in the design of structures and foundation systems. Ms. Dickey is responsible for the design and preparation of plans for structural engineering projects, including building, bridges, piers and other miscellaneous structures. She has design experience in both hurricane prone regions and high seismic zones. Ms. Dickey has personally designed schools, shelters (ICC 500), multifamily residential buildings and office buildings per IBC. These projects have ranged in sizes, from a 1,000 SF to +90,000SF and from 1 story to 6 stories. Ms. Dickey has also designed the bridge substructures and superstructures per AASHTO LRFD Bridge Design Specification. She has worked on highway, metro rails, and pedestrian bridges. In addition to the design experience, she has three years of experience in research and finite element modeling and spent one year providing recovery services support to FEMA Public Assistance Division in Houston Texas after Hurricane Harvey.

Business and Professional Affiliations

Society of Women Engineers
Structural Engineers Association of Alabama
American Society of Civil Engineer
Junior League of Mobile

Presentations

FEM of a Wave Impacting a Bridge Section, Mississippi State, MS, 2010
Bluebeam for Engineers, Mobile, AL, 2017

Research

Investigated damage to coastal bridges due to storm surge.
Reviewed the past and present methods for wave force calculations.
Developed a user subroutine for calculating a non-uniform distributed wave force that varied spatially and in time on a flexible structure.
Created a dynamic 3D finite element model of a highway bridge section being impacted by a moving wave.

Major Projects

Mississippi State University Research, Mississippi State University, MS
Faulkner Allied Health Building, Faulkner Community College, Fairhope, AL
Springhill College Student Center, Mobile, AL
Taylor-White Elementary School, Mobile, AL
Singing River Hospital Medical Office Building, Pascagoula, MS
Waterfront Rescue Mission, Mobile, AL
Saraland Community Safe Room, Saraland, AL
Citronelle High School, Citronelle, AL
USA Health Freestanding Emergency Department, Mobile, AL
USA Health Physician Office Building, Mobile, AL
USA Health Children's and Women's Hospital Pediatric Emergency Department, Mobile, AL

Education

Mississippi State University
BS in Civil Engineering 2005
MS in Civil Engineering 2008

Jones County Junior College
Associate of Arts in General Studies

Licensed Professional Engineer

Alabama
Utah

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251.591-4522
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Specializing In Soils Exploration, Physical Testing, and NDT Examination Services

CHALLENGE TESTING

P.O. Box 91537
4234 Halls Mill Road
Mobile, Alabama 36691
Phone: (251) 666-1435
Fax: (251) 666-1438
www.challengetesting.com

Challenge Testing, Inc., has long been recognized in the testing/inspection field as a Leader in Nondestructive Examination Services along the Gulf Coast and beyond for over 65 years.

Our staff is committed to providing professional, quality services worldwide when called upon.

NONDESTRUCTIVE TESTING AND PHYSICAL LABORATORY

TEST METHODS USED IN NONDESTRUCTIVE TESTING

- EDDY CURRENT EXAMINATION
- RADIOGRAPHIC EXAMINATION (X-Ray) Electrical/Gamma IR-192
- ULTRASONIC EXAMINATION (Flaw Detection/Thickness Measurement)
- MAGNETIC PARTICLE TESTING (MT) Wet/Dry
- DYE PENETRANT EXAMINATION (PT)
- VISUAL EXAMINATION (VT)
- PHYSICAL TESTING SERVICES
    - Brinnell/Rockwell Hardness
    - Tensile/Compressive Testing
    - Stress/Strain Chart Recording
    - Charpy Impact Testing

Our Physical Laboratory Is Prepared to Perform Tensile, Compressive, Bend & Flexural Testing Services with Capacities To 300,000 Lbs. And Stress-Strain Chart Recording. Compete Sample and Milling/Machining Facilities. Computer Aided Design & Drafting (CADD) Services Are Available for Professional Presentation of Inspection Detail.

Certifications:

- American Welding Society Certified Inspectors (AWS)
- Federal Aviation Administration Repair Station (FAA) # IW4R273M
- SNT-TC-1A Qualified Technicians
- U.S. Navy (NAVSHIP/MILSTD)

QUALIFIED PERSONNEL

(Files Available Upon Request)

VT – VISUAL TESTING: AWS/CWI – WELDING INSPECTORS

Leonard Hobson

David Wiggins

Daniel Heathco

MT - MAGNETIC PARTICLE

David Wiggins – Level III

Leonard Hobson – Level II

Daniel Heathco – Level II

Donal Speake – Level II

PT - LIQUID PENETRANT

David Wiggins – Level III

Leonard Hobson – Level II

Daniel Heathco – Level II

Donal Speake – Level II

ET - EDDY CURRENT

Donal Speake – Level II

UT - ULTRASONIC EXAMINATION (THICKNESS)

David Wiggins – Level III

Leonard Hobson – Level II

Daniel Heathco – Level II

Donal Speake – Level II

UT - ULTRASONIC EXAMINATION (FLAW)

Donal Speake – Level II

David Wiggins – Level III

RT - RADIOGRAPHIC X-RAY

Daniel Heathco – Level II

NOTE:

Technicians are qualified in accordance with SNT-TC-1A

Specializing In Soils
Exploration, Physical
Testing, and NDT
Examination Services

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TESTING

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Fax: (251) 666-1438
www.challengetesting.com

>>>> RESUME <<<<

DAVID C. WIGGINS

AWS/CWI Senior Nondestructive Inspector
SNT-TC-1A Level III - RT, MT, PT, & UT
Manager - NDE Department

I. EDUCATION/TECHNICAL TRAINING

University of South Alabama - Mobile, Alabama
Southeastern Atomic Lab - Gainsville, Florida
Radiographer Training Course
General Dynamics Course of Radiography, Magnetic Particle,
Ultrasonic and Liquid Penetrant Examinations
Thompson Engineering Testing, Inc. - Mobile, Alabama
Training Course of Radiography, Magnetic Particle, and Liquid Penetrant
Examination: Forty (40) Hours Each, American Welding Society Course
Fundamentals of Welding Inspection: Forty (40) Hours
Krautkramer-Branson Level II UT Weld Inspection Course: Forty (40) Hours
OSHA 10 Hour Safety Certification

II. PROFESSIONAL REGISTRATION

American Welding Society
Certified Welding Inspector, Certification No. 11090671
Federal Aviation Administration
Repairman Certificate No. 2614642

III. WORK EXPERIENCE

1992 to Present Challenge Testing, Inc. - Mobile, Alabama

Director of Nondestructive Testing/Examination Department and
Radiation Safety Officer

Certified SNT-TC-1A Level III in:

Radiography, Liquid Penetrant, Magnetic Particle and Ultrasonic Methods.

Full Responsibilities to Include Management of NDE Operations and Functions of Corporation Level III Technician and Radiation Safety Officer. Structural Nondestructive Testing of Container Cranes for Leading Industry Groups Throughout the World. Lead Technician on U.S. Nuclear Regulatory Commission Independent Measurements Program.

III. WORK EXPERIENCE

1992 to Present (Continued)

Have utilized the following instruments during numerous projects as required:

Strain Gage Devices, Eddy Current Devices, Ultrasonic Flaw Detectors, Hydrostatic Test Assemblies, Charpy Impact Test Equipment, Small Lathe and Milling Machine, Magnetic Particle Test Equipment, Material Hardness Test Equipment, Brinell Hardness Testing Equipment, Radioactive Isotope; IR192 and CO 60, Universal Tension and Compression Test Equipment, Various Size, Depth, Thickness and Angle Indicators.

1988 to 1992 TET, Inc. - Mobile, Alabama

Senior Nondestructive Testing/Examination Technician and
Radiation Safety Officer

Responsible for Production, Quality Assurance and Level III Inspector for the U.S. Nuclear Regulatory Commission.

Have utilized the following instruments during numerous projects as required:

Strain Gage Devices, Eddy Current Devices, Ultrasonic Flaw Detectors, Hydrostatic Test Assemblies, Charpy Impact Test Equipment, Small Lathe and Milling Machine, Magnetic Particle Test Equipment, Material Hardness Test Equipment, Brinell Hardness Testing Equipment, Radioactive Isotope; IR192 and CO 60, Universal Tension and Compression Test Equipment, Various Size, Depth, Thickness and Angle Indicators.

Certified SNT-TC-1A Level III in:

Radiography, Liquid Penetrant, Magnetic Particle and Ultrasonic Methods.

1975 to 1987 Thompson Engineering Testing, Inc. - Mobile, Alabama

Responsible for Production, Quality Assurance and Level II Inspection for the U.S. Nuclear Regulatory Commission.

Certified as SNT-TC-1A Level II in:
Radiography, Liquid Penetrant, Magnetic Particle and Ultrasonic Methods.

IV. CODES AND STANDARDS

Have performed Examinations and Evaluations in accordance with the following:

ABS; ASTM; ASME Sec. I, V, VIII and IX; AWS D1.1
ASME B31.1 and B31.3; API 1104 and 650;
Military and Federal Standards; DNV

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Exploration, Physical
Testing, and NDT
Examination Services

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Fax: (251) 666-1438
www.challengetesting.com

>>>> RESUME <<<<

LEONARD S. HOBSON
Physical Laboratory Manager
Nondestructive Inspector Technician - Level II

I. EDUCATION/TECHNICAL TRAINING

Williamson High School - 1980 Graduate
Nelson Perry
Radiological Physicist
Radiation Safety Training Program
General Dynamics Course of Radiography, Magnetic Particle,
Ultrasonic and Liquid Penetrant Examination
Thompson Engineering Testing, Inc.
Training Course of Radiography, Magnetic Particle, Ultrasonic and Liquid Penetrant
Examination: Forty (40) Hours Each

II. PROFESSIONAL REGISTRATION

American Welding Society
Certified Welding Inspector, Certification No. 98030041
Federal Aviation Administration
Repairman Certificate No. 2589877

III. WORK EXPERIENCE

1988 to Present Challenge Testing, Inc., Mobile, Alabama

Certified SNT-TC-1A Level II in:
Radiography, Liquid Penetrant, Magnetic Particle and Ultrasonic Thickness

Equipment Utilized:
Universal Tension and Compression Test Equipment
Radioactive Isotope; IR192
Magnetic Particle Test Equipment
Material Hardness Test Equipment
Small Lathe and Milling Machines
Charpy Impact Test Device - Preparation of Physical Test Specimens for Laboratory Testing

III. WORK EXPERIENCE (Continued)

February 1980 - 1987 **Thompson Engineering Testing, Inc.** **Mobile, Alabama**
Engineering Testing Laboratories

NDT Technician Serving in Field Inspection Services

IV. QUALIFICATIONS

Certified SNT-TC-1A Level II in:
Radiography, Liquid Penetrant and Magnetic Particle

V. CODES AND STANDARDS

ABS; ASTM; ASME Sec. I, V, VIII and IX; AWS D1.1
ASME B31.1 and B31.3; API 1104 and 650;
Military and Federal Standards; DNV

SES Proposal

SOUTHERN EARTH SCIENCES
Geotechnical | Environmental | Materials Testing

MOBILE OFFICE
5460 Rangeline Road
Mobile, AL 36619

Tel: (251) 344-7711
Fax: (251) 443-9000
www.soearth.com

October 20, 2023

Volkert, Inc.
11 N. Water Street
RSA Tower
Suite 18290
Mobile, AL 36602

Attn: Sam Matheny, Program Manager

Subject: Proposal for Special Inspections and Construction Materials Testing Services - Mobile Civic Center Master Plan Improvements Parking Facility Construction

Dear Mr. Matheny:

Southern Earth Sciences, Inc. (SES) is interested in providing Special Inspections and Construction Materials Testing Services for the Mobile Civic Center Master Plan Improvements Parking Facility Construction on behalf of the City of Mobile as outlined in your Request for Proposals (RFP) dated October 4, 2023. As a local firm within the city limits, we are eager to leverage our extensive experience in ICC Special Inspections and our in-depth knowledge of parking garage construction to contribute to this transformative project. We have performed special inspection services and materials testing on thousands of projects along the Gulf Coast including the ThyssenKrupp Steel Mill in Calvert, Alabama, and more recently the Amazon Distribution Center, the South Alabama Logistics Park (SALP) Project, and multiple hangars, dual bay hangars, and facilities for the Airbus Final Assembly Line (FAL) site. We are pleased to submit our qualifications herein and are certain you will find that our experience and our industry relationships bring us to the forefront of testing firms for this project.

SOUTHERN EARTH SCIENCES, INC. (SES) COMPANY INFO & TECHNICAL QUALIFICATIONS

Southern Earth Sciences, Inc. was founded in 1976 in Mobile, Alabama. SES provides geotechnical engineering, construction materials testing, and environmental services throughout the southeast on industrial, commercial, government, and private projects. SES's corporate office is in Mobile, Alabama, with branch offices in Alabama, Mississippi, Louisiana, and Florida. SES employs approximately 150 people across twelve offices with 45 of those employees in the Mobile area.

SES SERVICES: Geotechnical and Construction Materials Laboratory

All SES locations have basic laboratory facilities, but extensive capabilities exist in Mobile, Alabama; Panama City, Florida; and New Orleans, Louisiana. These laboratories are outfitted to perform ASTM and AASHTO testing of soils, concrete, asphalt, and metals. Our laboratories hold certifications from the Corp of Engineers, American Association of State Highway Transportation Officials (AASHTO), CMEC in Florida, and LDEQ in Louisiana. Strategically located laboratories make testing of soils, concrete, asphalt, and metals quick and convenient. Branch managers supervise all lab operations in accordance with ASTM

Specifications E-329 and E-699. All equipment is calibrated annually to ensure accurate data. SES technicians are certified by appropriate accrediting agencies on a routine basis.

SES's construction resources include testing of concrete, soils, asphalt, and metals. State-of-the-art laboratory facilities and mobile field laboratories for on-site testing are staffed with OSHA-safety certified field technicians available for routine "call-out" services on small projects and full-time quality control testing on large-scale projects.

SES technicians maintain nuclear safety certifications, ACI Concrete certification, ALDOT concrete, asphalt and aggregate certifications, and International Code Council (ICC) special inspector certifications.

Field Testing and Inspection

In addition to our laboratory testing facilities, SES maintains a fully outfitted mobile field laboratory available for on-site testing. This allows certified technicians to perform both call-out services on small projects or full-time quality control testing and inspection on major projects. The on-site testing lab offers a full range of services.

International Code Council (ICC) Special Inspections

Southern Earth Sciences, Inc. boasts a team of certified professionals trained in delivering ICC Special Inspections with precision and expertise. Our team excels in delivering comprehensive inspection services tailored to the intricate demands of multi-disciplined projects, large or small. With a keen eye on regulatory intricacies, our inspection services seamlessly align with and fortify compliance with both project-specific and ICC specifications.

In the dynamic landscape where municipalities are progressively mandating ICC Inspections, Southern Earth Sciences, Inc. stands as an innovative solution provider. Our qualified team not only anticipates but adeptly navigates the evolving challenges inherent in modern projects. By choosing our services, clients gain a strategic advantage, ensuring not just compliance, but an elevated standard of excellence in meeting and exceeding inspection requirements. Southern Earth Sciences has an unwavering commitment to technical proficiency and regulatory adherence.

AASHTO Certifications

Quality Management System - accredited since 8/15/1997
R18, C1077 (Aggregate), C1077 (Concrete), D3740 (Soil), E329 (Concrete)

Soil - accredited since 6/15/2001
R58, T88, T89, T90, T99, T100, T180, T193, T208, T216, T265, T310, D421, D422, D698, D854, D1140, D1557, D1883, D2166, D2216, D2435, D4318, D5084, D6938

Aggregate - accredited since 6/15/2001

R76, T11, T19, T21, T27, T84, T85, T255, T304, C29, C40, C117, C127, C128, C136, C566, C702, C1252

Concrete - accredited since 8/15/1997
M201, R39, R60, T22, T23, T97, T119, T121, T152, T196, T231, T309, C31, C39, C78, C138, C143, C172, C173, C192, C231, C511, C617, C1064, C1231

SES INTRODUCTION OF KEY TEAM MEMBERS:
Our proposed staffing plan includes several seasoned professionals and highly competent technical staff. We believe our proposed team are some of the most experienced and technically proficient industry professionals in the area.

Rafael "RJ" Gonzales, III, P.E., will serve as the project manager. RJ is the Mobile construction department manager and oversees field and laboratory testing operations in the Mobile branch office. RJ has 21 years' experience in CEI and materials testing projects. He holds license registrations in Alabama (#31950), Mississippi (#20449), and Louisiana (#39330). R.J.'s expertise lies in roadway and paving design, construction materials testing, shallow foundation design, deep foundation design, settlement monitoring instrumentation, and vibration monitoring.

The following team members hold ICC Certifications as listed below:

Russell Nipper
Master of Special Inspection (expires 01/03/2025)
Reinforced Concrete Special Inspector (expires 01/03/2025)
Soils Special Inspector (expires 01/03/2025)
Structural Welding Special Inspector (expires 01/03/2025)
Structural Masonry Special Inspector (expires 01/03/2025)
Structural Steel and Bolting Special Inspector (expires 01/03/2025)

Dante Piccini
Soils Special Inspector (expires 01/21/2025)
Spray Applied Fireproofing Special Inspector (expires 03/26/2025)
Structural Masonry Special Inspector (expires 06/20/2026)

Shawn Minchew
Structural Steel and Bolting Special Inspector (expires 01/24/2026)
Spray Applied Fireproofing Special Inspector (expires 01/24/2026)
Reinforced Concrete Special Inspector (expires 01/24/2026)
Soils Special Inspector (expires 01/24/2026)
Structural Masonry Special Inspector (expires 01/24/2026)

Proposed Project Staff Experience

Name	Title	Role	Years Experience
R.J. Gonzales, P.E.	CMT Department Manger	Project Testing Engineer/ Project Manager	21
Kristopher Shantazio, E.I.	Staff Engineer	CMT Technician Manager	15
Justin Hatton, E.I.	Staff Engineer	Project Engineer	2
Shawn Minchew	CMT Technician	Senior Technician	23
Russell Nipper	ICC Master Inspector	Senior Technician/ Special Inspector	39
Victor Tipper	CMT Technician	CMT/ Asphalt Technician	7
Dante Piccini	CMT Technician	CMT/ Concrete Technician	2

RELEVANT PROJECT EXPERIENCE

- Mobile Downtown Airport Parking Garage Structure - Jesco
- Phoenix West II Condo & Parking Garage - Brett Real Estate / Robinson Development
- Phoenix Gulf Shores Condo & Parking Garage - Brett Real Estate / Robinson Development
- Phoenix Gulf Towers Phase I & Phase II Condos & Parking Garage - Brett Real Estate / Robinson Development
- Phoenix Orange Beach Condo & Parking - Brett Real Estate / Robinson Development
- Phoenix Orange Beach II Condo & Parking - Brett Real Estate / Robinson Development
- Phoenix East Condo & Parking - Brett Real Estate / Robinson Development
- Airbus Component Route & Aerospace Drive - City of Mobile
- Airbus FAL-USA Mobile Airport Authority – Multiple Clients
- Airbus Double Bay Final Phase/Flight Line Hangar - HOAR Program Management
- Airbus Double Bay Hangar Bays 3, 4, 5, 6, 7, 8, 9, 10, 11 & 12 - Airbus Americas, Inc.
- GulfQuest National Maritime Museum – HOAR Program Management
- Mobile County Sheriff's Garage - Mobile County Sherriff's Office
- Amazon Fulfillment Center – Johnson Development Associates
- RSA Parking Garage – Retirement Services of Alabama
- Bishop State Community College Parking Garage – Volkert/Bishop State Community College

COMMITMENT TO AVAILABILITY

SES engineers and technicians are committed to being available for this project as the schedule dictates. SES's workload, both current and anticipated future, is not such that it will interfere with our ability in any way to fulfill the services for this project.

LICENSES

Southern Earth Sciences, Inc. and all assigned personnel for this project are licensed in the State of Alabama to perform the indicated scope of services. SES's Alabama Engineering License number is ECA7 and is current through December 23, 2023.

We appreciate the opportunity to submit our qualifications for the Mobile Civic Center Master Plan Improvements Parking Facility Construction. We look forward to the opportunity of collaborating with you and contributing to the success of this project.

Very Truly Yours

SOUTHERN EARTH SCIENCES, INC.

Rafael "R.J." Gonzales, III, P.E.
CMT Department Manager

ATTACHMENT D

GET Fee Proposal

CITY OF MOBILE
AGREEMENT BETWEEN OWNER AND CONSULTANT
(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:	GEOTECHNICAL ENGINEERING TESTING, INC. Professional Engineers 904 Butler Drive Mobile, Alabama 36693 City of Mobile Business License No.: 189640 Secretary of State Registration No.: 000-033-894
For the following Project:	Mobile Civic Center Master Plan Improvements Parking Facility Special Inspections and Construction Materials Testing Services 200 South Claiborne Street Mobile, Alabama 36602
Project Number:	CC-085-22

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 TWO HUNDRED FIFTY-EIGHT THOUSAND SEVEN HUDRED SIXTY-FIVE AND 00/100 DOLLARS ($258,765.00).

1.1.2 The Consultant's services shall be as stated in the attached Fee Proposal dated December 11, 2023, respectively.

1.1.3 The Consultant shall provide professional services as set forth in this Agreement. The Consultant represents that it is properly licensed in the jurisdiction where the project is located to provide services required by this Agreement, or shall cause such services to be performed by appropriately licensed professionals. As a licensed professional the Consultant shall affix to all appropriate documents his or her "Professional Seal".

1.1.4 If Additional Services are required due to circumstances beyond the Consultant's control, the Consultant shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Consultant's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

2.1 OWNER/CONSULTANT REPRESENTATIVES

2.1.1 The Owner Representative, authorized to act on the Owner's behalf with respect to the Project, is Volkert, Inc., as the Program Manager for the City of Mobile. The Owner's liaison with the Consultant is the Program Manager.

2.1.2 CONSULTANT IN CHARGE

Firm Name:	Geotechnical Engineering Testing, Inc.
Address:	904 Butler Drive, Mobile, Alabama 36693
Phone Number:	(251) 666-7197
Email address:	cdoyle@geoengr.com
Name:	Curt Doyle, P.E., Principal Engineer
License No.:	PE25733

3.1 GENERAL REQUIREMENTS

3.1.1 The Consultant shall provide professional engineering services for construction materials testing and Special Inspection services as required by the project design documents and detailed in the Consultant's Fee Proposal. Deliverables shall be submitted in Electronic Digital Format files for all documents, tests, evaluations, and reports.

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 Fee Proposal dated December 11, 2023 in the form of monthly progress payment invoices.

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

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. 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. 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 11, 2023;
3. Certificate of Insurance with Endorsements;
4. State of Alabama Business Entity Record;
5. E-Verify Enrollment Documentation

5.2 TERMINATION OF CONTRACT

The Owner or Consultant may terminate the contract upon thirty (30) days written notice. Notice from the Owner shall be mailed to the address provided by the Consultant on this form. Notice to the City shall be addressed to the 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 affect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

13.1 NON-AGENCY CLAUSE

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with fully authority and the Consultant by such duly authorized officers or individuals as may be required by law.

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

	Legal Name of Party to Contract:
OWNER: City of Mobile	CONSULTANT: Geotechnical Engineering Testing, Inc.
_____	_____
Signature	Signature
William S. Stimpson, Mayor	Curt Doyle, P.E., Principal Engineer
Printed Name and Title	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 Curt Doyle as President of Geotechnical Engineering-Testing, 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 corporation.

Sworn to and subscribed for me this 12 day of DEC., 2023.

_____

NOTARY PUBLIC

My Commission Expires:

JACQUELINE TOKUHARA
Notary Public
Alabama State at Large

My Commission Expires
August 16, 2026

ATTACHMENT A

Fee Proposal

Geotechnical Engineering-Testing, Inc.

PROFESSIONAL ENGINEERS

Geotechnical Evaluations - Geosciences - Construction Materials - Pavement Management

December 4, 2023
(Revised December 11, 2023)

City of Mobile c/o
Mr. Sam Matheny
Volkert Program Management
11 North Water Street, Suite 18290
Mobile, Alabama 36602

Sam.matheny@volkert.com

Re: Proposal to Perform Special Inspections and Construction Materials Testing for the Mobile Civic Center Master Plan Improvements Parking Facility Construction

Dear Mr. Matheny:

Geotechnical Engineering-Testing, Inc. (GET) is pleased to provide a cost estimate for providing the construction materials testing and Special Inspection services related to the construction of the Mobile Civic Center Master Plan Improvements Parking Facility. These services include the construction materials testing and the Special Inspection services related to site work, deep foundations, soils, concrete, aggregate, masonry, structural steel and welding testing as indicated in the Bid set of the project plans and specifications. In addition to performing the required testing/inspection services, GET engineers will continue to work with the project design and construction team to finalize the design criteria of the deep foundations to be utilized on the project.

GET understands that the services required by the construction materials testing/special inspection organization will be to provide quality testing and reporting services in a timely manner. Based upon the revised preliminary schedule received from Mr. Wes Tripp, Project Manager for the contractor, White-Spunner Construction, on December 2, 2023, we further anticipate that five-day work weeks are planned for the construction activities to be performed and that field/laboratory/ management personnel must be available for the duration of the project when required. GET and its staff confirm that we will be committed to meeting the schedule requirements of this project and that its personnel can be available up to seven days per week if required to meet the construction schedule.

GET's laboratory is accredited through the AASHTO Materials Reference Laboratory program in soils, aggregates, concrete, asphalt and sprayed fire resistive materials. It maintains this accreditation through bi-annual inspections, annual inspections of its quality program and certifications and proficiency sample testing programs. The laboratory is generally staffed to provide testing services 7 days per week. The laboratory is well staffed and can perform the required testing and reporting in a timely manner.

GET will subcontract and incorporate as part of our team Barter and Associates, Inc. who will provide a licensed structural engineer to perform some of the structural portion of the required Special Inspections. GET will also subcontract Challenge Testing, Inc. who will provide certified welding inspectors to perform the required non-destructive testing and welding inspections. GET has worked together as a team with these two firms successfully and efficiently on numerous projects over the years. The three firms have developed a fluid and seamless line of communication in working together.

We have made a preliminary estimate of the number of hours and tests required for the construction phase services based upon the project plans and specifications, the contractor's revised preliminary schedule and typical construction practices. It is our intent to utilize various inspection staff on the project dependent upon the level of expertise required for the various tasks. A Senior Technician will be utilized for the testing and inspection of soils, deep foundations, structural concrete, and masonry construction. Based upon the schedule provided and due to the number of differing activities anticipated on a daily basis it is anticipated that this individual will be onsite nearly every day from the beginning of test pile installation until all decks have been completed. A Level II Technician will be utilized for nonstructural concrete testing such as sidewalks, curb and gutter, and other miscellaneous testing required. This Level II Technician may also assist the Senior Technician during slab pours. GET's engineering staff will review deep foundation pile submittals, evaluate the results of load tests and select piles for verification and PIT testing. During installation of deep foundation test piles and load testing of test piles and verification piles, GET's engineers will be present.

The estimated numbers of hours and tests to be performed and equipment and supplies along with the associated unit fees have been included in the attached table. Unit fees and an estimate of the number of laboratory tests of soils, concrete, aggregate, and masonry have been included. The rates will remain in effect for the duration of the project. The costs of cylinder and grout molds and time to cure, trim, cap concrete test specimens have been included in the unit cost provided. The associated project supervision and administrative time has been established as 10 percent of the field and laboratory testing cost. This time will cover all time required to review and distribute daily field reports, field test reports and laboratory test reports as well as provide supervision and coordination of technician personnel. Estimated units and hourly rates for the technician supervisor and/or engineer personnel have been included for document/ submittal review; deep foundation installation, testing and evaluations; site visits; miscellaneous meetings or consultation. The actual number of tests and hours required for the project can significantly vary depending on the contractor's schedule, means and methods, and number of times that items may have to be reinspected. Our estimated fee (including the fees associated with the subcontracted inspections) is about TWO HUNDRED FIFTY-EIGHT THOUSAND SEVEN HUNDRED SIXTY-FIVE DOLLARS ($258,765.00). We will obtain prior approval should we believe our fees to exceed this estimated amount. We will submit invoices monthly based upon the work completed.

Special Conditions and Exclusions:

- Fabricator Inspections – Manufacturer letter of certification only
- Fabricated Items – Visual observation upon delivery to job site only. No offsite inspections have been included.
- Steel member sizes and material verification will be evaluated from approved shop drawings
- Special Inspections and testing for seismic resistance are excluded.
- No time or additional trips have been included in this estimate for reinspection. The costs associated with retesting will be maintained so that these costs may be charged to the contractor by the owner.
- No time or additional trips have been included in this estimate for standby due to contractor delays. The costs associated with standby due to contractor delays will be maintained so that these costs may be charged to the contractor by the owner.

GET looks forward to continuing to work on the project to provide continuity between the design and construction aspects of the parking facility project.

Should additional information be needed, please contact us.

Sincerely,

GEOTECHNICAL ENGINEERING-TESTING, INC.



Curt Doyle, P.E.
President, Principal Engineer

TABULATION OF ESTIMATED UNITS OF SERVICE AND FEES TO PROVIDE CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTIONS FOR THE CITY OF MOBILE CIVIC CENTER PARKING GARAGE MOBILE, ALABAMA

DECEMBER 11, 2023

ITEM OF SERVICE	EST. UNITS		UNIT FEE		EST. TOTAL FEE
1. Technician Level IV	1680	Hours	$ 74.00	/Hr	$ 124,320.00
2. Technician Level IV (Overtime)	52	Hours	$ 100.00	/Hr	$ 5,200.00
3. Technician Level III	16	Hours	$ 66.00	/Hr	$ 1,056.00
4. Technician Level III (Overtime)		Hours	$ 90.00	/Hr	$ -
5. Technician Level II	224	Hours	$ 58.00	/Hr	$ 12,992.00
6. Technician Level II (Overtime)		Hours	$ 75.00	/Hr	$ -
7. Structural Inspector (Subcontracted)					$ 16,000.00
8. Welding Inspection (Subcontracted)					$ 15,000.00
9. Concrete Cylinders	220	Sets	$ 80.00	/Set	$ 17,600.00
10. Blockfill Tests (Trimmed and Capped) (Set of 4)	40	Sets	$ 100.00	/Set	$ 4,000.00
11. Standard Proctor Density (Soil)	2	Each	$ 125.00	/Ea	$ 250.00
12. Soil Classification Tests	2	Each	$ 100.00	/Ea	$ 200.00
13. Modified Proctor Density (Rock)	1	Each	$ 200.00	/Ea	$ 200.00
14. Aggregate Gradation (Rock)	1	Each	$ 150.00	/Ea	$ 150.00
				SubTotal:	**$ 196,968.00**
1. Supervision, Report Review & Administration	10%				$ 19,696.80
2. Technician Supervisor/Staff Engineer	160	Hours	$ 100.00	/Hr	$ 16,000.00
3. Principal Engineer, P.E.	120	Hours	$ 190.00	/Hr	$ 22,800.00
4. Nuclear Density Gauge Rental	8	Days	$ 25.00	/Day	$ 200.00
5. Mileage	310	Trips	$ 10.00	/Trip	$ 3,100.00
				ESTIMATED TOTAL:	**$ 258,764.80**

Notes

1. Technician time will be charged portal-to-portal with a minimum 2 hour trip charge.
2. Overtime will include work over 8 hours per day and/or weekends.
3. General project management, daily inspection report review, report distribution, and general administration will be charged based upon 10% of the field and laboratory testing services performed.
4. Submittal reviews, review of pile load tests, verification tests and PIT testing and trips to the site by the Technician Supervisor or GET Engineers for meetings and/or consultation will be based upon hourly rates.

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.

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	Geotechnical Engineering-Testing, Inc.
Address	904 Butler Drive Mobile, AL 36693
Telephone	251-666-7197
E-Mail	cdoyle@geoengr.com

RFP/RFQ Solicitation Number	
Project Description	Special Inspections and Construction Materials Testing Services for the Mobile Civic Center Parking Facility
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 28 Female 4 Minority 7 Non-minority 25 Vets 2 Total #of Employees 32

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Curt Doyle

Signature: _____ Date: 12/11/2023

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: Curt Doyle Title: President

E-mail:_ Phone: cdoyle@geoengr.com 251-666-7197

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 $ 258,764.80 Date: 12 / 11 / 2023

Description Special Inspections and Construction Materials Testing Services for the Mobile Civic Center Parking Facility

Name of Bidder/Proposer: Geotechnical engineering-Testing, 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
Barter & Associates		Structural Special Inspections	16,000.00	6.2	No	
Challenge Testing		Welding Inspections	15,000.00	5.8	No	

Form 2: Good Faith Effort Documentation

Name of Bidder: Geotechnical Engineering-Testing, Inc.

Contact Person: Curt Doyle Phone 251-666-7197 Email cdoyle@geoengr.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.
X		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
X		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	X	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
	X	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
X		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

X		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
X		**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	X	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
X		**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

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

_X_ 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. During negotiations with only DBE firm qualified to provide services it was determined that DBE firm did not have the insurance to meet the contract requirements

Suggestions or comments to improve this program. The City could consider reducing the insurance requirements of subconsultants

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Mobile Civic Center Parking Facility

CAPITAL PROJECT # C0806 **DATE OF RECEIPT**

DEPT. PROJECT # CC-085-22

PROJECT DESCRIPTION Mobile Civic Center Master Plan Improvements Parkng Facilty Special Inspection&Construction Materials Testing Services

CONTRACT AMOUNT $258,765.00

VENDOR NAME Geotechnical Engineering Testing, Inc.

VENDOR NUMBER 72600

DEPT # 3032 **DEPT NAME** Architechtural Engineering

CONTRACT ADMINISTRATOR Carleen Stout-Clark

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N X ; 5% of the 1st 50% _____ or If different, indicate special rate_____

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

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

Prepared by: Rhonda Lewis/Carleen Stout-Clark **Date** 12/12/2023

Revised 5/16/2022 Tiffany Hollins

GEOTENG-01 EJONES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/13/2023

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Amy Price
The Prewitt Group 2146 Highland Avenue South Birmingham, AL 35205	PHONE (A/C, No, Ext): (205) 397-5105 FAX (A/C, No): (205) 397-5155 E-MAIL ADDRESS: aprice@prewitt.group

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AXIS Surplus Insurance Company	26620
INSURER B : Middlesex Insurance Company	23434
INSURER C : The Sheffield Group	
INSURER D : Continental Casualty Company	20443
INSURER E :	
INSURER F :	

INSURED

Geotechnical Engineering Testing Inc.
Geothermal Solutions
904 Butler Dr.
Mobile, AL 36693

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 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	EMP1900102505	5/22/2023	5/22/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 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	X	A0068115	5/22/2023	5/22/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	EMX2000054904	5/22/2023	5/22/2024	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
C	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	X	41359-00	1/1/2024	12/31/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab			MCH591949859	5/22/2023	5/22/2024	Each claim/Aggregate	2,000,000
A	Contractor Pollution			EMP1900102505	5/22/2023	5/22/2024	Each claim $1M Aggre	2,000,000

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

Coverage for Worker's Compensation is limited to the provisions of the Alabama Workers Compensation Law. Officers Excluded from Workers Compensation are as follows: Lynn C. Doyle II and Clayton B. Doyle. Workers Compensation Employers Liability Carrier for The Sheffield Fund is Evanston Insurance Company NAIC#35378, Limits the same, effective 01-01-2023 to 01-01-2024, Policy# 3FF3824. See attached Dec Page.

Project #CC-085B-22, Mobile Civic Center Parking Facility Design Phase Geotechnical Services, 401 Civic Center Drive, Mobile, Alabama 36602.

City of Mobile is named Additional Insured with Waiver of Subrogation in regard to General Liability, Automobile Liability and Umbrella Liability policy when SEE ATTACHED ACORD 101

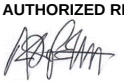
CERTIFICATE HOLDER

City of Mobile
205 Government Street
P. O. Box 1827
Mobile, AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: GEOTENG-01 EJONES

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
The Prewitt Group	Geotechnical Engineering Testing Inc. Geothermal Solutions 904 Butler Dr. Mobile, AL 36693
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
required by written contract, per policy terms and conditions.. General Liability provided the Additional Insureds includes On-Going and Completed Operations when required by written contract, per policy terms and conditions. If required by written contract, the coverage provided the Additional Insureds will apply on a Primary and Non-Contributory basis over other valid and collectable insurance. Thirty (30) Day Notice of Cancellation provided directly by carrier, except Ten (10) Day Notice for Cancellation for Non-Payment of Premium.

Workers Comp: Waiver of Subrogation in favor of City of Mobile in regard to Workers Compensation when required by written contract.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an Additional insured. However, this status exists only for the project specified in that contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement changes the Policy. Please read it carefully.

SCHEDULE

Name of Person or Organization: Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of the premium charged, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.

Alabama Secretary of State

Geotechnical Engineering Testing, Inc.	
Entity ID Number	000 - 033 - 894
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	03/27/1974
Registered Agent Name	Not Provided
Registered Office Street Address	Not Provided
Registered Office Mailing Address	Not Provided
Nature of Business	---
Capital Authorized	$1,000
Capital Paid In	$1,000
Incorporators	
Incorporator Name	DOYLE, LYNN
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	DOYLE, SARAH
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	KARRH, JOHN BARNARD
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 2022

E-Verify

Company ID Number: 296114

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Geotechnical Engineering Testing, Inc.

Company Facility Address: 804 Butler Drive
Mobile, AL 36693

Company Alternate Address:

County or Parish: MOBILE

Employer Identification Number: 630664448

North American Industry Classification Systems Code: 541

Parent Company:

Number of Employees: 20 to 99

Number of Sites Verified for: 2

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 1 site(s)

E-Verify

Company ID Number: 295114

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Geotechnical Engineering Testing, Inc.

Doyle B Clayton Name (Please Type or Print)	Title
Electronically Signed Signature	01/13/2010 Date

Department of Homeland Security – Verification Division

USCIS Verification Division Name (Please Type or Print)	Title
Electronically Signed Signature	01/13/2010 Date

E-Verify

Company ID Number: 298114

- MISSISSIPPI 1 site(s)

Information relating to the Program Administrators for your Company on policy questions or operational problems:

Name:	Hank Oakes		
Telephone Number:	(251) 666-7197 ext. 12	Fax Number:	(251) 666-7380
E-mail Address:	hoakes@geoengr.com		
Name:	Doyle B Clayton		
Telephone Number:	(251) 666-7197 ext. 20	Fax Number:	(251) 666-7380
E-mail Address:	dbdoyle@geoengr.com		
Name:	Jane Hannon		
Telephone Number:	(251) 666-7197 ext. 21	Fax Number:	(251) 666-7380
E-mail Address:	jhannon@geoengr.com		

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To provide preventative maintenance & repairs to emergency generators at various City of Mobile locations for three years

Amount of Contract:

$63,755.00 first year

Funding Source

Project # Various City of Mobile Locations - Emergency Generator Preventative Maintenance & Repairs SC-011-24	**Discretionary Funds**
Project String 10043037-42150	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
SC-011-24 Various City of Mobile Locations - Emergency Generator Preventative Maintenance & Repairs	Cover Memo	12/12/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Boatwright, Cassie	Approved	12/13/2023 - 5:36 PM
			12/14/2023 -

Budget	Moore, Rick	Approved	9:06 AM
Legal	Kern, Chris	Approved	12/14/2023 - 2:24 PM
Legal	Kern, Chris	Approved	12/14/2023 - 2:25 PM
Mayors Office	Montgomery, Brandi	Approved	12/14/2023 - 2:36 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 Service Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the service contract attached hereto and made a part hereof as though set forth in full. A copy of said service contract is on file in the office of the City Clerk.

Name of Company:	ARCCO COMPANY SERVICES INCORPORATED
Project Name:	SERVICE CONTRACT – EMERGENCY GENERATOR PREVENTATIVE MAINTENANCE AND REPAIRS @ VARIOUS CITY OF MOBILE LOCATIONS
Project Number:	SC-011-24
Amount:	$140,821.00 TOTAL CONTRACT AMOUNT $ 63,755.00 YEAR ONE $ 38,533.00 YEAR TWO $ 38,533.00 YEAR THREE

Adopted:

_____

City Clerk

STANDARD SERVICE CONTRACT AGREEMENT BETWEEN CITY OF MOBILE AND SERVICE CONTRACTOR

This **AGREEMENT** made and entered into this _____ day of _____ in the year 20_____, by and between **THE CITY OF MOBILE**, by its Mayor, duly authorized party of the first part, hereinafter called the "City",

And the **SERVICE CONTRACTOR**: ARCCO Company Services Incorporated
9424 North Interstate Drive
Baton Rouge, Louisiana 70809

City of Mobile License Number: 127141
City of Mobile Vendor Number: 298851
Alabama Secretary of State Entity Number: 000-403-952

for the following PROJECT:

PROJECT NAME: Service Contract - Emergency Generator Preventative Maintenance and Repairs

PROJECT LOCATION: Various City of Mobile Locations

PROJECT NUMBER: SC-011-24

County of Mobile
City of Mobile, Alabama

WITNESSETH, that this Service Contractor and City, for the considerations stated herein, agree as follows:

ARTICLE 1. Statement of Work to be Performed:

1.1 The Service Contractor shall furnish all labor, material, tools, equipment and supplies and perform all work required to provide emergency generator preventative maintenance and repair services at various City of Mobile facilities, in strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate & Asset Management.

ARTICLE 2. Term of Contract:

2.1 The work shall be commenced on the date of a written Notice to Proceed issued by the Owner. The Term of the Contract is for a period of one (1) year commencing on the date of the notice to the Service Contractor to proceed with the option to renew for two (2) additional one-year terms, by notifying the Service Contractor not less than thirty (30) days prior to the expiration date of the preceding term. The

City of Mobile shall have the right to extend the Contract at the end of the third year (2nd Additional Term) at the rates listed in Year 3, Schedule of Values, for a period not to exceed sixty (60) calendar days.

ARTICLE 3. Contract Sum:

3.1 The City shall pay the Service Contractor for the Initial Term of the Contract and each of the two (2) additional terms, subject to additions and deductions provided herein, in current funds, the sum as follows:

Year 1 - Initial Term:	March 2024	$ 53,887.00
	October 2024	$ 9,868.00
	Total Year 1:	$ 63,755.00
Year 2 - 1st Additional Term:	March 2025	$ 28,665.00
	October 2025	$ 9,868.00
	Total Year 2:	$ 38,533.00
Year 3 - 2nd Additional Term:	March 2026	$ 28,665.00
	October 2026	$ 9,868.00
	Total Year 3:	$ 38,533.00

Total Bid Amount (Year 1 + Year 2 + Year 3):

One Hundred Forty Thousand, Eight Hundred, Twenty-One & 00/100 Dollars (Amount in Words) ($140,821.00) (Amount in Numbers)

3.2 SCHEDULE OF VALUES:

	Location	Year 1		Year 2		Year 3		Total
		March	October	March	October	March	October	
1	Lloyd J. Freeman Fire Station – FS#1	$ 860.00	$ 187.00	$ 475.00	$ 187.00	$ 475.00	$ 187.00	$ 2,371.00
2	Central Fire Station – FS#3	$ 1,300.00	$ 224.00	$ 625.00	$ 224.00	$ 625.00	$ 224.00	$ 3,222.00
3	H.H. Edwards, Jr. Fire Station – FS#6	$ 890.00	$ 187.00	$ 425.00	$ 187.00	$ 425.00	$ 187.00	$ 2,301.00
4	Frank J. Seelhorst Fire Station – FS#7	$ 860.00	$ 187.00	$ 475.00	$ 187.00	$ 475.00	$ 187.00	$ 2,371.00
5	Husband Fire Station – FS#9	$ 890.00	$ 187.00	$ 425.00	$ 187.00	$ 425.00	$ 187.00	$ 2,301.00
6	John D. Willett Fire Station – FS#11	$ 975.00	$ 187.00	$ 430.00	$ 187.00	$ 430.00	$ 187.00	$ 2,396.00
7	Crichton Fire Station	$ 1,350.00	$ 224.00	$ 825.00	$ 224.00	$ 825.00	$ 224.00	$ 3,672.00
8	Toulminville Fire Station – FS#14	$ 727.00	$ 187.00	$ 375.00	$ 187.00	$ 375.00	$ 187.00	$ 2,038.00
9	Louis B. Lathan Fire Station - #16	$ 0.00	$ 224.00	$ 650.00	$ 224.00	$ 650.00	$ 224.00	$ 1,972.00

10	Douglas A. Melton Fire Station – FS#17	$ 890.00	$ 187.00	$ 425.00	$ 187.00	$ 425.00	$ 187.00	$ 2,301.00
11	Springhill Fire Station – FS#18	$ 1,450.00	$ 187.00	$ 750.00	$187.00	$ 750.00	$ 187.00	$ 3,511.00
12	Charles McCosker Fire Station – FS#19	$ 890.00	$ 187.00	$ 425.00	$ 187.00	$ 425.00	$ 187.00	$ 2,301.00
13	L.L. Petry Fire Station – FS#20	$ 760.00	$ 187.00	$ 375.00	$ 187.00	$ 375.00	$ 187.00	$ 2,071.00
14	Henry J. Reid Fire Station – FS#21	$ 760.00	$ 187.00	$ 375.00	$ 187.00	$ 375.00	$ 187.00	$ 2,071.00
15	M.S. Tapia Fire Station – FS#22	$ 860.00	$ 187.00	$ 395.00	$ 187.00	$ 395.00	$ 187.00	$ 2,211.00
16	C. Dan Simon Fire Station – FS#23	$ 890.00	$ 187.00	$ 425.00	$ 187.00	$ 425.00	$ 187.00	$ 2,301.00
17	Public Safety Complex – FS#26 & Precinct 4	$ 1,650.00	$ 262.00	$ 825.00	$ 262.00	$ 825.00	$ 262.00	$ 4,086.00
18	Edward A. Berger Fire Station – FS#28	$ 1,350.00	$ 187.00	$ 745.00	$ 187.00	$ 745.00	$ 187.00	$ 3,401.00
19	Police Precinct 2	$ 975.00	$ 224.00	$ 525.00	$ 224.00	$ 525.00	$ 224.00	$ 2,697.00
20	Police Precinct 3	$ 1,250.00	$ 224.00	$ 650.00	$ 224.00	$ 650.00	$ 224.00	$ 3,222.00
21	Police Headquarters	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
22	Police Academy	$ 1,225.00	$ 187.00	$ 475.00	$ 187.00	$ 475.00	$ 187.00	$ 2,736.00
23	Police Traffic Division	$ 1,000.00	$ 187.00	$ 495.00	$ 187.00	$ 495.00	$ 187.00	$ 2,551.00
24	Police Trailer	$ 1,050.00	$ 224.00	$ 495.00	$ 224.00	$ 495.00	$ 224.00	$ 2,712.00
25	Garage	$ 1,475.00	$ 224.00	$ 745.00	$ 224.00	$ 745.00	$ 224.00	$ 3,637.00
26	Garage/Fuel Area	$ 1,200.00	$ 224.00	$ 475.00	$ 224.00	$ 475.00	$ 224.00	$ 2,822.00
27	Facilities Maintenance Carpenter's Shop	$ 865.00	$ 187.00	$ 475.00	$ 187.00	$ 475.00	$ 187.00	$ 2,376.00
28	Facilities Maintenance Carpenter's Shop	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
29	Facilities Maintenance Carpenter's Shop (Trailer-mounted)	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
30	Electrical Dept	$ 1,190.00	$ 224.00	$ 595.00	$ 224.00	$ 595.00	$ 224.00	$ 3,052.00
31	Truck-mounted	$ 960.00	$ 224.00	$ 475.00	$ 224.00	$ 475.00	$ 224.00	$ 2,582.00
32	Trailer-mounted	$ 925.00	$ 187.00	$ 495.00	$ 187.00	$ 495.00	$ 187.00	$ 2,476.00
33	Traffic Engineering	$ 925.00	$ 187.00	$ 430.00	$ 187.00	$ 430.00	$ 187.00	$ 2,346.00
34	MIT	$ 1,500.00	$ 224.00	$ 895.00	$ 224.00	$ 895.00	$ 224.00	$ 3,962.00
35	Telecommunications – Unit 1	$ 865.00	$ 224.00	$ 375.00	$ 224.00	$ 375.00	$ 224.00	$ 2,287.00
36	Telecommunications – Unit 2	$ 2,125.00	$ 224.00	$ 1,275.00	$ 224.00	$ 1,275.00	$ 224.00	$ 5,347.00

37	History Museum	$ 1,700.00	$ 262.00	$ 975.00	$ 262.00	$ 975.00	$ 262.00	$ 4,436.00
38	MMOA	$ 1,350.00	$ 224.00	$ 725.00	$ 224.00	$ 725.00	$ 224.00	$ 3,472.00
39	Exploreum Science Center	$ 1,600.00	$ 262.00	$ 795.00	$ 262.00	$ 795.00	$ 262.00	$ 3,976.00
40	GulfQuest Maritime Museum – Unit 1	$1,600.00	$ 262.00	$ 795.00	$ 262.00	$ 795.00	$ 262.00	$ 3,976.00
41	GulfQuest Maritime Museum – Unit 2	$ 1,600.00	$ 262.00	$ 795.00	$ 262.00	$ 795.00	$ 262.00	$ 3,976.00
42	GulfQuest Maritime Museum – Unit 3	$ 2,195.00	$ 262.00	$ 1,600.00	$ 262.00	$ 1,600.00	$ 262.00	$ 6,181.00
43	Cruise Terminal	$ 1,275.00	$ 224.00	$ 775.00	$ 224.00	$ 775.00	$ 224.00	$ 3,497.00
44	Convention Center	$ 960.00	$ 187.00	$ 445.00	$ 187.00	$ 445.00	$ 187.00	$ 2,411.00
45	Civic Center	$ 950.00	$ 224.00	$ 395.00	$ 224.00	$ 395.00	$ 224.00	$ 2,412.00
46	Library – Ben May	$ 925.00	$ 224.00	$ 425.00	$ 224.00	$ 425.00	$ 224.00	$ 2,447.00
47	Library – West Regional	$ 1,700.00	$ 262.00	$ 1,000.00	$ 262.00	$ 1,000.00	$ 262.00	$ 4,486.00
48	WAC	$ 1,675.00	$ 262.00	$ 875.00	$ 262.00	$ 875.00	$ 262.00	$ 4,211.00
49	Hurtel Armory	$ 1,475.00	$ 224.00	$ 745.00	$ 224.00	$ 745.00	$ 224.00	$ 3,637.00
	TOTALS:	**$ 53,887.00**	**$ 9,868.00**	**$ 28,665.00**	**$ 9,868.00**	**$ 28,665.00**	**$ 9,868.00**	**$ 140,821.00**

3.3 UNIT PRICES: – for Additional Services as specified in the Scope of Work:

Hourly Rates: For work performed outside the basic scope of services and not included in the Total Bid:

1. Regular Time (8:00 AM to 5:00 PM, Monday through Friday):
   Year 1: $ 119.00 per hour;
   Year 2: $ 125.00 per hour;
   Year 3: $ 129.00 per hour.

2. Overtime (5:00 PM to 8:00 AM, Monday through Friday, and Weekends):
   Year 1: $ 179.00 per hour;
   Year 2: $ 199.00 per hour;
   Year 3: $ 199.00 per hour;

3. Overtime Holidays (Bidder's Holidays):
   Year 1: $ 179.00 per hour;
   Year 2: $ 199.00 per hour;
   Year 3: $ 199.00 per hour;

Additional Material: Shall be billed at Service Contractor's direct cost plus fifteen (15%) percent.

The City of Mobile reserves the rights to add, remove and modify units and/or services, as needed, during the term of this Agreement.

ARTICLE 4. Payments:

4.1 The City shall pay the Service Contractor on account of the Contract as follows:

A. Payments shall be made on a monthly basis, for completed work as specified.

B. Original invoices shall be delivered to the Building Services Project Manager for review and approval.

C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

ARTICLE 5. Termination of the Contract:

5.1 The Owner or Service Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay the Service Contractor for work executed, and for proven loss with respect to materials, equipment, tools and reasonable overhead.

5.2 The Owner shall not make payment to the Service Contractor for profit and damages, as the result of terminating the Contract.

ARTICLE 6. Contract Documents:

6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, The Service Contractor's Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Agreement;
2. Modified Bid Form;
3. Scope of Work;
4. Exhibit A - Locations and Addresses;
5. DBE Waiver Form;
6. Alabama Secretary of State Entity Documentation;
7. E-Verify Documentation;
8. Certificate of Insurance with Endorsements;
9. General Conditions;
10. Addendum No. One, dated November 8, 2023; Addendum No. Two, dated November 13, 2023; Addendum No. Three, dated November 14, 2023; and Addendum No. Four, dated November 15, 2023.

ARTICLE 7. Insurance:

7.1 Required coverage:

7.1.1 On or before the inception of this Agreement, and annually thereafter for the duration of this Agreement (or longer if stated otherwise), Contractor and/or any subcontractors shall maintain the following insurance policies on a primary and non-contributing basis.

Workers' Compensation/Employer's Liability:

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Workers' Compensation insurance covering all workers involved in the Project. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy. Contractor shall also obtain Employer's Liability insurance with minimum limits of $1,000,000 each accident, $1,000,000 disease limits, and $1,000,000 each employee.

Commercial General Liability:

Contractor shall also obtain Commercial General Liability coverage with the following minimums:

- $1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- $2,000,000 Products/Completed Operations aggregate
- $1,000,000 Personal and Advertising Injury per person/organization
- $2,000,000 general aggregate per project

Automobile Liability:

Contractor shall also obtain a minimum of $1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(If Contractor 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.)*

Commercial Umbrella Liability:

Contractor shall also obtain Umbrella Liability of at least $2,000,00 per line of coverage 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.

Certificates of Insurance:

Contractor and/or any Subcontractor shall provide City of Mobile with valid certificates of insurance 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 Contractor/Subcontractor'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 $10,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Contractor shall ensure that each Subcontractor complies with the terms of this Section.

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 contractor, owner et al. as an additional insured. Additionally, Contractor 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, Alabama 36633-1827.

Pollution Legal Liability:

Contractor agrees to maintain Pollution Legal Liability limits of note less than $1,000,000 Each Occurrence, $2,000,000 Annual Aggregate. Contractor agrees the policy shall include a minimum three-year discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of the Contract, or the performance of Work hereunder. This coverage may be provided on a Per-Project Basis.

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 Contractor's work is accepted by City of Mobile and a deductible not to exceed $10,000, for which Contractor 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 Contractor'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 Contractor 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 Contractor of the obligation to provide replacement coverage.

Insurance Requirements for Sub-subcontractors:

Contractor shall ensure that its subcontractors of any tier shall procure and maintain insurance that complies with the requirements set forth in this Attachment A, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the sub-subcontractors entering the site.

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 Contractor/Subcontractor 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.

Waiver of Subrogation:

Contractor 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 Contractor 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.

7.1.2 Certificate of Liability Insurance Endorsement Page

The following language shall be required on the Certificate of Insurance:

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

ARTICLE 8. Miscellaneous Provisions

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

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

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

8.4 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.

8.5 Licenses, permits, etc.: Service Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

8.6 No Agency Relationship Created: Service Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Service Contractor provided for herein are performed, but on the contrary, Service Contractor shall be wholly responsible therefore.

8.7 Anti-discrimination: Service Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

8.8 Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

8.9 State of Alabama Immigration Law: 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.

8.10 Public contracts with entities engaging in certain boycott activities: By signing this contract, the Service Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

ARTICLE 9. Signature:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Service Contractor by such duly authorized officers or individuals as may be required by law.

OWNER:
City of Mobile

_____
Signature

William. S. Stimpson
Mayor, City of Mobile

SERVICE CONTRACTOR:
ARCCO Company Services Incorporated

_____
Signature

Thomas Sanders, President
Printed Name and Corporate Title

(Corporate Seal if applicable)

ATTEST:

_____
City Clerk

STATE OF Louisiana
COUNTY OF East Baton Rouge

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Thomas Sanders as President of ARCCO Company Services 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 8th day of December, 2023.

_____
NOTARY PUBLIC
My Commission Expires: at death

STACY M. DERBES
ID #39623

END OF SECTION

MODIFIED BID FORM

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box l827, Mobile, AL, 36633-1827

REF: PROJECT NAME: EMERGENCY GENERATORS PREVENTATIVE MAINTENANCE AND REPAIRS

PROJECT LOCATION: VARIOUS CITY OF MOBILE FACILITIES

PROJECT NO.: SC-011-24

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Building Services Department and dated November 1, 2023; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Building Services Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

COMPANY NAME: Arcco Company Services, Inc.

ADDRESS: 9424 N Interstate Dr Baton Rouge, LA 70809

PHONE: (225)275-2722 **EMAIL:** TSANDERS@Arcco.com

CITY OF MOBILE BUSINESS LICENSE NUMBER: 127141

CITY OF MOBILE VENDOR NUMBER: Applied for See Attached

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: 403-952
Note: The Secretary of State of Alabama Account Number shall be filled in only by non-resident bidders)

(Check one) [✓] **(A Corporation)**
[ ] **(A Partnership)**
[ ] **(An Individual Doing Business)**

hereby proposes to furnish all labor, materials, tools, insurance, equipment, and supplies, and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, Scope of Work, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the City. The term of the Contract shall extend for One (1) year from the date of the Notice to Proceed with the option to renew for Two (2) additional one-year terms, by notifying the Building Services Project Manager not less than Thirty (30) days prior to the expiration date of the preceding term. The City of Mobile shall have the right to extend the Contract at the end of the third year (2nd Additional Term) at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days.

BASE BID – As specified in Scope of Work

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

Year 1 – Initial Term:	March 2024	$ 53,887.00
	October 2024	$ 9,868.00
	Total Year 1:	$ 63,755.00
Year 2 - 1st Additional Term:	March 2025	$ 28,665.00
	October 2025	$ 9,868.00
	Total Year 2:	$ 38,533.00
Year 3 - 2nd Additional Term:	March 2026	$ 28,665.00
	October 2026	$ 9,868.00
	Total Year 3:	$ 38,533.00

Total Bid Amount (Year 1 + Year 2 + Year3):

One hundred forty Thousand Eight hundred and twenty one & 00/100 Dollars ($ 140,821.00)

(Amount in Words) (Amount in Numbers)

SCHEDULE OF VALUES

	Location	Year 1		Year 2		Year 3		Total
		March	October	March	October	March	October	
1	Lloyd J. Freeman Fire Station – FS#1	$ 860.00	$ 187.00	$ 475.00	$ 187.00	$ 475.00	$ 187.00	$ 2371.00
2	Central Fire Station – FS#3	$ 1300.00	$ 224.00	$ 625.00	$ 224.00	$ 625.00	$ 224.00	$ 3222.00
3	H.H. Edwards, Jr. Fire Station – FS#6	$ 890.00	$ 187.00	$ 425.00	$ 187.00	$ 425.00	$ 187.00	$ 2301.00
4	Frank J. Seelhorst Fire Station – FS#7	$ 860.00	$ 187.00	$ 475.00	$ 187.00	$ 475.00	$ 187.00	$ 2371.00
5	Husband Fire Station – FS#9	$ 890.00	$ 187.00	$ 425.00	$ 187.00	$ 425.00	$ 187.00	$ 2301.00
6	John D. Willett Fire Station – FS#11	$ 975.00	$ 187.00	$ 430.00	$ 187.00	$ 430.00	$ 187.00	$ 2396.00
7	Crichton Fire Station	$ 1350.00	$ 224.00	$ 825.00	$ 224.00	$ 825.00	$ 224.00	$ 3672.00
8	Toulminville Fire Station – FS#14	$ 727.00	$ 187.00	$ 375.00	$ 187.00	$ 375.00	$ 187.00	$ 2038.00
9	Louis B. Lathan Fire Station - #16	$0	$ 224.00	$ 650.00	$ 224.00	$ 650.00	$ 224.00	$ 1972.00
10	Douglas A. Melton Fire Station – FS#17	$ 890.00	$ 187.00	$ 425.00	$ 187.00	$ 425.00	$ 187.00	$ 2301.00
11	Springhill Fire	$ 1450.00	$ 187.00	$ 750.00	$ 187.00	$ 750.00	$ 187.00	$ 3511.00

	Station – FS#18							
12	Charles McCosker Fire Station – FS#19	$ 890.00	$ 187.00	$ 425.00	$ 187.00	$ 425.00	$ 187.00	$ 2301.00
13	L.L. Petry Fire Station – FS#20	$ 760.00	$ 187.00	$ 375.00	$ 187.00	$ 375.00	$ 187.00	$ 2071.00
14	Henry J. Reid Fire Station – FS#21	$ 760.00	$ 187.00	$ 375.00	$ 187.00	$ 375.00	$ 187.00	$ 2071.00
15	M.S. Tapia Fire Station – FS#22	$ 860.00	$ 187.00	$ 395.00	$ 187.00	$ 395.00	$ 187.00	$ 2211.00
16	C. Dan Simon Fire Station – FS#23	$ 890.00	$ 187.00	$ 425.00	$ 187.00	$ 425.00	$ 187.00	$ 2301.00
17	Public Safety Complex – FS#26 & Precinct 4	$ 1650.00	$ 262.00	$ 825.00	$ 262.00	$ 825.00	$ 262.00	$ 4086.00
18	Edward A. Berger Fire Station – FS#28	$ 1350.00	$ 187.00	$ 745.00	$ 187.00	$ 745.00	$ 187.00	$ 3401.00
19	Police Precinct 2	$ 975.00	$ 224.00	$ 525.00	$ 224.00	$ 525.00	$ 224.00	$ 2697.00
20	Police Precinct 3	$ 1250.00	$ 224.00	$ 650.00	$ 224.00	$ 650.00	$ 224.00	$ 3222.00
21	Police Headquarters	$0	$0	$0	$0	$0	$0	$0
22	Police Academy	$ 1225.00	$ 187.00	$ 475.00	$ 187.00	$ 475.00	$ 187.00	$ 2736.00
23	Police Traffic Division	$ 1000.00	$ 187.00	$ 495.00	$ 187.00	$ 495.00	$ 187.00	$ 2551.00
24	Police Trailer	$ 1050.0	$ 224.00	$ 495.00	$ 224.00	$ 495.00	$ 224.00	$ 2712.00
25	Garage	$ 1475.00	$ 224.00	$ 745.00	$ 224.00	$ 745.00	$ 224.00	$ 3637.00
26	Garage/Fuel Area	$ 1200.00	$ 224.00	$ 475.00	$ 224.00	$ 475.00	$ 224.00	$ 2822.00
27	Facilities Maintenance Carpenter's Shop	$ 865.00	$ 187.00	$ 475.00	$ 187.00	$ 475.00	$ 187.00	$ 2376.00
28	Facilities Maintenance Carpenter's Shop	$0	$0	$0	$0	$0	$0	$0
29	Facilities Maintenance Carpenter's Shop (Trailer-mounted)	$0	$0	$0	$0	$0	$0	$0
30	Electrical Dept	$ 1190.00	$ 224.00	$ 595.00	$ 224.00	$ 595.00	$ 224.00	$ 3052.00
31	Truck-mounted	$ 960.00	$ 224.00	$ 475.00	$ 224.00	$ 475.00	$ 224.00	$ 2582.00
32	Trailer-mounted	$ 925.00	$ 187.00	$ 495.00	$ 187.00	$ 495.00	$ 187.00	$ 2476.00
33	Traffic Engineering	$ 925.00	$ 187.00	$ 430.00	$ 187.00	$ 430.00	$ 187.00	$ 2346.00
34	MIT	$ 1500.00	$ 224.00	$ 895.00	$ 224.00	$ 895.00	$ 224.00	$ 3962.00
35	Telecommunications-Unit 1	$ 865.00	$ 224.00	$ 375.00	$ 224.00	$ 375.00	$ 224.00	$ 2287.00
36	Telecommunications-Unit 2	$ 2125.00	$ 224.00	$ 1275.00	$ 224.00	$ 1275.00	$ 224.00	$ 5347.00
37	History Museum	$ 1700.00	$ 262.00	$ 975.00	$ 262.00	$ 975.00	$ 262.00	$ 4436.00
38	MMOA	$ 1350.00	$ 224.00	$ 725.00	$ 224.00	$ 725.00	$ 224.00	$ 3472.00
39	Exploreum Science Center	$ 1600.00	$ 262.00	$ 795.00	$ 262.00	$ 795.00	$ 262.00	$ 3976.00

40	GulfQuest Maritime Museum- Unit 1	$ 1600.00	$262.00	$795.00	$262.00	$795.00	$262.00	$ 3976.00
41	GulfQuest Maritime Museum- Unit 2	$ 1600.00	$262.00	$795.00	$262.00	$795.00	$262.00	$ 3976.00
42	GulfQuest Maritime Museum- Unit 3	$ 2195.00	$262.00	$1600.00	$262.00	$1600.00	$262.00	$ 6181.00
43	Cruise Terminal	$ 1275.00	$224.00	$775.00	$224.00	$775.00	$224.00	$ 3497.00
44	Convention Center	$ 960.00	$187.00	$445.00	$187.00	$445.00	$187.00	$ 2411.00
45	Civic Center	$ 950.00	$224.00	$395.00	$224.00	$395.00	$224.00	$ 2412.00
46	Library - Ben May Main	$ 925.00	$224.00	$425.00	$224.00	$425.00	$224.00	$ 2447.00
47	Library - West Regional	$ 1700.00	$262.00	$1000.00	$262.00	$1000.00	$262.00	$ 4486.00
48	WAC	1675.00	262.00	875.00	262.00	875.00	262.00	4211.00
49	Hurtel Armory	1475.00	224.00	745.00	224.00	745.00	224.00	3637.00
	Totals:	$ 53887.00	$9868.00	$28665.00	$9868.00	$28665.00	$9868.00	$ 140821.00

The City of Mobile reserves the rights to add, remove, and modify units and/or services, as needed, during the term of this Agreement.

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

A. Regular Time (8am to 5pm, Monday through Friday):
Year 1: $ 119 .00 per hour, Year 2: $ 125 .00 per hour, and Year 3: $ 129 .00 per hour

B. Overtime (5pm to 8am, Monday through Friday, and Weekends):
Year 1: $ 179 .00 per hour, Year 2: $ 199 .00 per hour, and Year 3: $ 199 .00 per hour

C. Overtime Holidays (Bidder's Holidays):
Year 1: $ 179 .00 per hour, Year 2: $ 199 .00 per hour, and Year 3: $ 199 .00 per hour

Parts/Material: Service Contractor's direct cost plus Fifteen (15%) percent.

1. BID INCLUDES:
Addendum Number 1, Dated 11/8/2023
Addendum Number 2, Dated 11/13/2023
Addendum Number 3, Dated 11/14/2023
Addendum Number 4, Dated 11/15/2023

2. BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than $10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

3. NON-DISCRIMINATION: The undersigned Bidder certifies that he/she will comply with Federal, State and local laws concerning discrimination, including Chapter 14, Code of the City of Mobile, adopted December 10, 1991 and as amended December 18, 2018.

4. DOCUMENTS TO BE SUBMITTED AT TIME OF BID:

- Bid Form
- DBE Waiver

- Bid Bond or Cashier's Check
- Secretary of State Authorization (Out of State Bidders Only)
- Any additional information, as required by Project Manual

5. SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME: ARCCO Company Services, Inc.
(Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: Thomas Sanders
(Typed)

TITLE President
(Typed)

DATE November 20th, 20 23

Sworn to and subscribed before me this 20th **day of 20**23

_____
Notary Public

STACY M. DERBES
NOTARY PUBLIC
ID #39623

END OF SECTION

SCOPE OF WORK
EMERGENCY GENERATORS PREVENTATIVE MAINTENANCE & REPAIRS
November 1, 2023

Scope of Services:
Work to be performed by Service Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, equipment and supplies, and all associated travel time and expenses required for the preventative maintenance and repairs of emergency generators at various City of Mobile Facilities, as specified below and in accordance with the terms of this Contract.

1. Coordinate work schedule with Owner's representative.
2. Preventative Maintenance and required Service shall be performed in March and October of each year.
3. All inspections and repairs shall be performed per NFPA 110 – Standard for Emergency & Standby Power Systems. Any discrepancies shall be documented and a report along with a quote to repair such discrepancies shall be immediately presented to the Service Contract Administrator. The Owner reserves the right to solicit bids for repairs from multiple vendors and award a contract to lowest bidder.
4. The emergency generators to be maintained and inspected are listed in Exhibit A – Locations and Addresses.

Basic Services:
Work included in the Base Bid shall include, but not be limited to, the following:

1. Lube Oil and Filters:
   Change lube oil; Replace primary lube filter(s); Replace bypass lube filter(s); Replace fuel filter(s); Replace water filter(s); Replace air filter(s). The cost of replacement filters shall be included in the base bid.
   Perform service **Annually** during the scheduled October preventative maintenance and service.

2. Hoses and Belts:
   Service provider shall be required during the first scheduled inspection of the executed contract to replace all belts and hoses per generator and provide the City of Mobile Building Services Project Manager proof of said service a total of **One (1) Time** during the term of the contract. The cost of required replacement hoses and belts shall be included in the base bid.

   The Service Provider shall check integrity all hoses and belts for wear and tear, deterioration, breakage, etc. that may affect proper performance of generator during all subsequent preventative maintenance inspections during the contract term. Notification shall be given to the Building Services Project Manager of any needed replacements prior to the start of such activity and shall receive a written Notice to Proceed from the Project Manager to authorize the work to be performed. The cost of replacement hoses and belts shall be in accordance with the "Additional Materials" provision specified in the Project Documents.
   Perform service **Annually** during the scheduled March preventative maintenance and service.

3. 2-Hour Load Test:
   Perform 2-Hour Load Test to ensure proper sustained function.
   Perform service **Annually** during the scheduled March preventative maintenance and service.

4. Battery Testing:
   Check battery and charging systems; Clean all battery terminals; Verify integrity of cables and connectors; Load test battery; Measure specific gravity of each battery cell; Verify proper operation and float voltage of external battery charger; Verify and record output of engine alternator. Replace battery/terminal cables and batteries, as needed. The cost of replacement cables and batteries shall be included in the base bid.
   Perform service **Bi-Annually.**

5. Perform Generator Engine Run Test:
   Verify and record oil pressure; Verify and record water temperatures; Test all safety shutdown circuits and alarms; Inspect air intake system including air filter condition, crankcase breather and Turbocharger, if required; Inspect muffler system and drain condensation and verify rain cap operation; Inspect engine starting system including cables and connectors; Inspect exhaust flex couplings and piping for leaks and proper connections; Check for abnormal vibration or noise; Inspect spark plugs, plug wires and distributor.
   Perform service **Bi-Annually.**

6. Check Fuel System:
   Inspect all wiring, fuel lines and hoses for leaks and general condition, replace as needed. The cost of replacement shall be included in the base quote. Diesel tanks will need to be inspected per NFPA 110, including but not limited to Inspect tank float switch, Inspect fuel control solenoid, Inspect and Drain fuel filter water trap, Record any water within the fuel tank, Clean vents, test piping/connections.
   Perform service **Bi-Annually**.

7. Check Coolant System:
   Inspect all clamps and hoses and identify any visual leaks; Verify proper operation of engine jacket water heater; Test coolant freeze point and verify coolant level; Inspect belt condition and tension and correct as needed, replace clamps, hoses, belts, and coolant as needed. The cost of replacements shall be included in the base quote.
   Perform service **Bi-Annually.**

8. Check Controls:
   Verify and record output voltage and adjust voltage regulator if needed; Calibrate control meters; Verify and record output frequency and adjust governor if necessary; Verify operation of all lamps on control panel and remote annunciators, Inspect for any loose connections or terminals and discoloration.
   Perform service **Bi-Annually.**

9. Check Generator:
   Inspect and lubricate generator end bell bearing; Inspect brushes, brush holders and commutator; Inspect cooling screen and general condition of alternator; Inspect for

abnormal vibration; Verify connections and insulation condition; Verify proper operation of shunt trip on mainline circuit breaker-if applicable'
Perform service **Bi-Annually.**

10. Check Automatic Transfer Switch:
Verify proper operation of exerciser clock and adjust if needed. The timer on all generators shall be set for test run on Tuesday of each week at 9:00 AM local time; provide visual inspection of all contacts and connection points; verify correct operation of all lamps on control.
Perform service **Bi-Annually**.

The City of Mobile reserves the rights to add, remove and modify unit and/or services, as needed, during the term of this Agreement.

Additional Services:
The City of Mobile may, during the term of this Agreement, request Additional Services not covered under Basic Services in this Scope of Work. All work shall be performed and invoiced in accordance with the Unit Prices as listed in the Agreement.

EXHIBIT A – LOCATIONS and ADDRESSES

	Location Names	Address
1	Lloyd J. Freeman Fire Station – FS#1	6801 Overlook Road, 36608
2	Central Fire Station – FS#3	701 St. Francis Street, 36602
3	H.H. Edwards, Jr. Fire Station – FS#6	2525 Hillcrest Road, 36695
4	Frank J. Seelhorst Fire Station – FS#7	5525 Commerce Blvd, 36619
5	Husband Fire Station – FS#9	1000 Houston Street, 36606
6	John D. Willett Fire Station – FS#11	1004 South Broad Street, 36603
7	Crichton Fire Station – FS#12	200 Davenport Avenue, 36606
8	Toulminville Fire Station – FS#14	2062 Dr. Martin Luther King Avenue, 36617
9	Louis B. Lathan Fire Station - #16	1951 South Maryvale Street, 36605
10	Douglas A. Melton Fire Station – FS#8/17	57 South Lafayette Street, 36604
11	Springhill Fire Station – FS#18	700 Museum Drive, 36608
12	Charles McCosker Fire Station – FS#19	1275 Azalea Road, 36693
13	L.L. Petry Fire Station – FS#20	3471 Dauphin Island Parkway, 36605
14	Henry J. Reid Fire Station – FS#21	512 Stimrad Road, 36610
15	M.S. Tapia Fire Station – FS#22	4710 Airport Boulevard, 36608
16	C. Dan Simon Fire Station – FS#23	2711 Airport Boulevard, 36606
17	Public Safety Complex – FS#26 & Precinct 4	8080 Airport Boulevard, 36608
18	Edward A. Berger Fire Station – FS#28	7050 Old Military Road, 36582
19	Police Precinct 2	5441 Hwy 90 W. Bldg C, 36619
20	Police Precinct 3	2165 St. Stephens Road, 36617
21	Police Headquarters	2460 Government Boulevard, 36606
22	Police Academy	1251 Virginia Street, 36604
23	Police Traffic Division	850 Virginia Street, 36603
24	Police Trailer	Moveable. Location to be determined by use at time of scheduled PM inspection.
25	Garage	770 Gayle Street, 36604
26	Garage/Fuel Area	770 Gayle Street, 36604
27	Facilities Maintenance Carpenter's Shop	850 Owens Street, 36604
28	Facilities Maintenance Carpenter's Shop	850 Owens Street, 36604
29	Facilities Maintenance Carpenter's Shop (Trailer-mounted)	Moveable. Location to be determined by use at time of scheduled PM inspection.
30	Electrical Department	854 Gayle Street, 36604
31	Truck-mounted	Moveable. Location to be determined by use at time of scheduled PM inspection.
32	Trailer-mounted	Moveable. Location to be determined by use at time of scheduled PM inspection.
33	Traffic Engineering	852 Gayle Street, 36604
34	MIT	651 Church Street, 36602
35	Telecommunications- Unit 1	107 South Royal Street, 36602
36	Telecommunications- Unit 2	107 South Royal Street, 36602
37	History Museum	111 South Royal Street, 36602
38	Mobile Museum of Art (MMoA)	4850 Museum Drive, 36608
39	GulfQuest Maritime Museum- Unit 1	155 South Water Street, 36602
40	GulfQuest Maritime Museum- Unit 2	155 South Water Street, 36602

41	GulfQuest Maritime Museum- Unit 3	155 South Water Street, 36602
42	Convention Center	1 South Water Street, 36602
43	Cruise Terminal	201 South Water Street, 36602
44	Civic Center	401 Civic Center Drive, 36602
45	Exploreum Science Center	65 Government Street, 36602
46	Library - Ben May Main	701 Government Street, 36602
47	Library - West Regional	5555 Grelot Road, 36609
48	Hurtel Armory	1900 Hurtel Street, 36605
49	Western Administrative Complex (WAC)	4851 Museum Drive, 36608

END OF SECTION

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# SC-011-24 Current Date 10.00 / 18.00 / 2023.00

Project Description Service Contract- Various COM Facilities- Emergency Generators PM & Repairs

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Preventative maintenance and repairs service contract for City of Mobile emergency generators.

C. Brian Holm

Requested By (Department Director) CHAD HOLM — Building Services Project Manager — 10/18/2023

(Signature) (Title) (Date)

251-208-7519 — chad.holm@cityofmobile.org

Telephone Number — Email Address

Reviewed By (Office of Supplier Diversity) Archnique Kidd — Supplier Diversity Manager — 10/31/2023

(Signature) (Title) (Date)

Approved By (CAO)

Alabama Secretary of State

ARCCO COMPANY SERVICES INCORPORATED	
Entity ID Number	000-403-952
Entity Type	Foreign Corporation
Principal Address	9424 N INTERSTATE DRIVE BATON ROUGE, LA 70809
Principal Mailing Address	9424 N INTERSTATE DRIVE BATON ROUGE, LA 70809
Status	Exists
Place of Formation	Louisiana
Formation Date	05/15/1991
Qualify Date	09/27/2017
Registered Agent Name	CT CORPORATION SYSTEMS
Registered Office Street Address	2 N JACKSON ST STE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 N JACKSON ST STE 605 MONTGOMERY, AL 36104
Nature of Business	
Capital Authorized	
Capital Paid In	
Doing Business in AL Since	08/19/1999

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	2023

Scanned Documents

Purchase Document Copies

Document Date / Type / Pages	09/27/2017	Certificate of Formation 8 pgs.

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 540189

Approved by:

Employer	
Arcco Company Services, Inc.	
Name (Please Type or Print) TOM SANDERS	**Title**
Signature Electronically Signed	**Date** 04/09/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 04/09/2012

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 540189

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Arcco Company Services, Inc.
Company Facility Address	9424 N Interstate Dr Baton Rouge, LA 70809
Company Alternate Address	
County or Parish	EAST BATON ROUGE
Employer Identification Number	721188889
North American Industry Classification Systems Code	333
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	5 site(s)

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 540189

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1
LA	3
TX	1

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 540189

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Tom Sanders
Phone Number	2252752722119
Fax	2252751198
Email	tsanders@arcco.com

Name	TOM SANDERS
Phone Number	2252752722119
Fax	2252751198
Email	TSANDERS@ARCCO.COM

PALAGRO-01 BFOREMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/29/2023

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 231432
Hub International Gulf South
8550 United Plaza Blvd
Suite 500
Baton Rouge, LA 70809

CONTACT NAME:
PHONE (A/C, No, Ext): (800) 789-7365 FAX (A/C, No): (225) 218-2401
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : Lexington Insurance Company	19437
INSURER C : Markel American Insurance Company	28932
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Arcco Company Services, Inc.
9424 N. Interstate Dr.
Baton Rouge, LA 70809

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			GLO038145508	7/1/2023	7/1/2024	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAP038145608	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			011448830	7/1/2023	7/1/2024	EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		WC038145408	7/1/2023	7/1/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Commercial Property			MKLM2IM0001812	7/1/2023	7/1/2024	$750,000/$1,000K	
C	Equipment Floater			MKLM2IM0001812	7/1/2023	7/1/2024	$5,000 Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Named Insureds: Pala Group, Inc.; Pala, LLC; Pala-Interstate, LLC; Smart Profitability Solutions, LLC (SMART Safety, Gulf Coast), Elite Helical Solutions, a division of PALA Interstate, Arcco Company Services, Inc.

General Liability and Auto Liability include Blanket Additional Insured, Blanket Waiver of Subrogation and Primary & Non Contributory where required by written contract . Workers Compensation includes Blanket Waiver of Subrogation, Alternate Employer endorsement and USL&H Blanket Alternate Employer where required by written contract. Umbrella is follow form to the underlying policies. 30 day notice of cancellation applies to these policies.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CITY OF MOBILE, ALABAMA BUILDING SERVICES DEPARTMENT
Government Plaza,
205 Government St.,
Mobile, Alabama 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
James J. Tassin

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AGENCY CUSTOMER ID: PALAGRO-01 BFOREMAN

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 231432	NAMED INSURED
Hub International Gulf South		Arcco Company Services, Inc. 9424 N. Interstate Dr. Baton Rouge, LA 70809
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Commercial Umbrella 07/01/23-07/01/2024 Aspen Specialty Insurance Company
Policy #EX00RUD23 - Limit of Liability $10,000,000 per Occurrence/Per Aggregate over General, Auto, Employer's, Umbrella, Sudden & Accidental Pollution and Contractors Pollution Liability Policies shown above.

Maritime Liability 07/01/2023 - 07/01/2024 Markel International Insurance
Policy #B1230NG03123A23 - Limit of Liability $1,000,000

Pollution 07/01/2023 - 07/01/2024 Evanston Insurance
Policy #MKLV2ENV102915- Limit of Liability $6,000,000;General Aggregate Limit $6,000,000
Blanket Additional Insured is included where required by written contract.

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GENERAL CONDITIONS

1. GENERAL REQUIREMENTS:

A. The Contract Documents: The Contract Documents are enumerated in the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.

B. The Contract: The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.

C. The Work: The term "Work" means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Service Contractor to fulfill the Service Contractor's obligations.

D. The Project Manual: The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.

E. The Bidding and Contract Requirements: The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to Bidders, Service Contractor's Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.

F. The Specifications: The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

G. Correlation and Intent of the Contract Documents: The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. THE CITY:

A. The "City" and "Owner" is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The City's designated representative is the Building Services Department, Service Contract Administrator.

3. THE SERVICE CONTRACTOR:

A. The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service

Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term "Service Contractor" means the Service Contractor or the Service Contractor's authorized representative.

B. The Service Contractor shall perform the Work in accordance with the Contract Documents.

C. Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

D. The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor's employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.

E. Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.

F. The Service Contractor's technicians or workmen shall be qualified and have had sufficient education, training and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.

G. The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

H. Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

I. The Service Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.

J. The Service Contractor shall confine operations at the site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.

K. The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment, and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner

shall be entitled to reimbursement from the Service Contractor.

L. The Service Contractor 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 Service Contractor any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier that is committed by Service Contractor or the Service Contractor's agent, Service Contractor under contract, or other entity for which Service Contractor is legally liable. Service Contractor 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 Service Contractor or its agents covered by Service Contractor's policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires Service Contractor to procure and maintain professional liability insurance that satisfies the named requirements. Service Contractor shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Service Contractor's liability, or in proportion to the extent Service Contractor 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 Service Contractor to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

M. Service Contractor shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent 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 Service Contractor.

N. Additionally, the City of Mobile reserves the rights to have any of Service Contractor's employees removed, barred, and/or restricted from the facility and request the immediate replacement as needed during the term of this Agreement.

4. CHANGES IN THE WORK:

A. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor and signed by both parties.

B. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. SCHEDULE:

A. **STARTING WORK**: The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence and no materials shall be ordered before the Notice to Proceed has been issued.

B. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

6. **PAYMENTS:**

A. **CONTRACT SUM:** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.

B. **SCHEDULE OF VALUES:** The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.

C. **METHOD OF PAYMENT:** The City shall pay the Service Contractor on the account of the Contract as follows:

1) Payments shall be made bi-annually upon completion of work as specified.
2) Invoices for completed Work shall be delivered to the Service Contract Administrator for review and approval upon completion of work as listed in the Scope of Work. Invoices shall list unit pricing in accordance with the approved Schedule of Values.
3) Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

7. **SAFETY:**

A. The Service Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

B. The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

1) employees on the Work and other persons who may be affected thereby; and
2) the Work and materials and equipment to be incorporated therein; and
3) other property at the site or adjacent thereto.

C. The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.

D. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding Twenty-One (21) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

E. The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or

polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.

F. In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

8. INSURANCE:

A. The Service Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Service Contractor from claims set forth below which may arise out of or result from the Service Contractor's operations and completed operations under the Contract and for which the Service Contractor may be legally liable, whether such operations be by the Service Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1) Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed

2) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Service Contractor's employees;

3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service Contractor's employees;

4) Claims for damages insured by usual personal injury liability coverage;

5) Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

7) Claims for bodily injury or property damage arising out of completed operations; and

8) Claims involving contractual liability insurance applicable to the Service Contractor's obligations.

B. The Service Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.

1) Worker's Compensation and Employer's Liability:

Statutory - amount and coverage as required by law of place in which the work is performed.

2) Comprehensive General Liability:

The Service Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) for limits of liability not less than:

a) Bodily Injury	$1,000,000 each person
	$1,000,000 each occurrence
b) Property Damage	$1,000,000 each occurrence
c) Or Bodily Injury	$1,000,000 combined single limit and Property Damage

Such comprehensive policy shall include the following:
a) All liability of the Service Contractor, for the Service Contractor's Direct Operations.
b) Completed Operations Coverage, thereby meaning any loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.
c) Contractual Liability, meaning thereby, any risk assumed by the Service Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (8.A.6.).
d) Broad Form Property Damage Coverage, including Completed Operations.
e) Personal Injury Liability, with employees exclusions removed.
f) The Service Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.
g) Care, custody, and control for property in the care, custody and control of the Service Contractor.

3) Comprehensive Automobile Liability:

The Service Contractor shall carry for himself and shall require that all owners of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Service Contractor shall also carry for himself insurance for all non-owned and hired automobile at the limits of liability as indicated below:

a) Bodily Injury	$1,000,000 each person
	$1,000,000 each occurrence
b) Property Damage	$1,000,000 each occurrence
c) Or Bodily Injury and Property Damage	$1,000,000 combined single limit Property

4) Excess/Umbrella Liability:

a) $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. Certificates of Insurance acceptable to the Owner shall be filed with the Owner at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least Thirty (30) days' prior written notice has been given to the Owner. Such certificates of insurance shall state that Thirty (30) days advance written notice will be given in the event of cancellation or material change in the coverage.

D. Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds $50,000 have a minimum rating of A/Class VI as

reported in the latest issue of Best's Key Rating Guide Property-Casualty.

E. The insurance required by Section 8. shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.

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

9. MISCELLANEOUS PROVISIONS:

A. The Contract shall be governed by the laws of the State of Alabama.

B. The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

C. No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

D. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

E. No action or failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

F. Inspections and approvals of portions of the Work shall be made as required by the Contract Documents. The Service Contractor shall give the Owner timely notice of when and where Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.

G. Required inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.

H. On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 251-208-7454. Successful Bidder must have City License at the time of Bidding.

I. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, ***inter alia***, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent (15%) of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

J. The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures, and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.

K. All work performed shall be in conformance with the appropriate codes of the City of Mobile.

L. CDC/NIH Covid-19 Guidelines are in effect. The Service Contractor shall adhere to current guidelines as directed by the City. All Service Contractor's personnel shall wear a face mask/face covering at all times while in a City of Mobile building, adhere to current social distancing guidelines, and note that temperature checks may be conducted.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

A. The Owner may terminate the Contract for cause if the Service Contractor:
1) fails to perform service in a satisfactory manner; or
2) repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
4) otherwise is guilty of substantial breach of a provision of the Contract Documents.

B. When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, Seven (7) days' written notice, withhold payments and terminate the Contract.

C. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon Thirty (30) days written notice.

D. In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES

A. Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest

with the party making the Claim.

B. Claims by either the Owner or Service Contractor must be initiated within Twenty-One (21) days after occurrence of the event giving rise to such Claim or within Twenty-One (21) days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.

C. In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

D. Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION

Addendum No. 1

To: Service Contract Providers

From: Chad Holm, Project Manager
City of Mobile Building Services Department

Re: Service Contract – Various City of Mobile Facilities – Emergency Generators Preventative Maintenance

Project #SC-011-24

Date: November 8, 2023

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated November 1, 2023. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General:

Item 1. The Pre-Bid Conference Attandance Roster, dated November 8, 2023, and agenda are attached and form part of Addendum No. 1.

Item 2. DBE Requirements for this project have been waived. The attached DBE Waiver shall be included in the bid packet when submitted by interested parties.

Scope of Work:

Item 1: An annoted version of Exhibit A has been attached to this Addendum No. 1 and shall serve as the most accurate list the City of Mobile can provide regarding those generators to be included in the Base Bid. This list serves as a general guide to follow for the purposes of bid pricing. The City of Mobile cannot guarantee the overall accuracy of all units at all locations. It is the sole responsibility of a Service Provider to fully inform themselves of all site conditions and verify the individual units prior to the submission of the Bid.

Item 2: Contractor shall not include line items #28 and #29 from the attached annotated Exhibit A in the Base Bid.

Item 3: The generator at Louis B. Lathan Station (Line Item #9) shall be under warranty during the March 2024 inspection time. The generator shall not be inpsected or serviced at this time. Contractor shall not include the generator as a part of the Base Bid pricing.

Item 4: The generator at Police Headquarters (Line Item #21) has been determined to be under a previous extended warranty agreement. Contractor shall not include the generator as a part of the Base Bid pricing.

END OF ADDENDUM NO. 1

ATTENDANCE ROSTER

MEETING	PROJECT	LOCATION	DATE
Pre-Bid Conference	Service Contract - Various City of Mobile Facilities - Emergency Generators Preventative Maintenance & Repairs SC-011-24	Various	2023-11-08

NAME	ORGANIZATION	PHONE	FAX	CELL PHONE	E-MAIL
Chad Holm	City of Mobile, B/S Department	251-208-7519			chad.holm@cityofmobile.org
Jacob Laurence	City of Mobile, REAM Department	251-208-7703		251-422-3312	laurencej@cityofmobile.org
Jimmy Williams	Taylor SSI	254-366-3852			Jwilliams@TaylorEquipment.com
Chris Howell	Thompson Power Systems	251-331-6451		same	chrishowell@ThompsonTractor.com
Justin Downey	Taylor SSI	251.298.3864			jdowney@taylorbigred.com
Brent Corley	Taylor SSI	251-348-2368			bcorley@taylorbigred.com
Chad Clary	IPS/TAW	251-234-0584		" "	chad.clary@IPS.us
Michael Cunningham	ARCCO PS	228-243-9109			mcunningham@arcco.com
Van Keller	Arcco Power Systems	225-275-3733			VKeller@arcco.com

Service Contract – Various City of Mobile Facilities – Emergency Generators
Preventative Maintenance & Repairs
Project # SC-011-24
PRE-BID CONFERENCE
10:00am Wednesday, November 8, 2023
205 Government Street, Mobile, Alabama 36602

AGENDA

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1) **Attendance roster.** Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.
   A. Introductions – Building Services Department, Project Manager
      Chad Holm, 251-208-7519 office; chad.holm@cityofmobile.org
      REAM, Operations Manager
      Jacob Laurence, 251-422-3312 cell; laurencej@cityofmobile.org

2) **Discussion of Scope of Work:**
   A. The scope of this project is to:
      1) Provide a Base Bid for Preventative Maintenance and various required repairs as outlined in the Scope of Work and Exhibit A – Locations and Addresses in the Bid Documents, dated November 1, 2023;
      2) Provide said preventative maintenance inspections that shall be annually- one major inspection in March and one minor inspection in October;
      3) Replace hoses and belts one time during the contract duration;
      4) Unit Pricing as specified on the Bid Form;
      5) Best Management Practices for quality control, testings & trouble shooting, manufacturer's recommendations for safe use of fuels, fluids, chemicals, and cleaning solutions, in accordance with all Federal, State, and local laws.
   B. City of Mobile Business License and Certificate of Insurance shall be required by the Service Contractor for the duration of the contract.
   C. Generally, the facilities will remain open to the public and City of Mobile maintenance crews. Service Contractor shall pre-schedule visits for PMs and shall secure the area of the site in which they are working.
   D. Site access shall be limited to pre-approved locations agreed upon in advance by the Building Services Project Manager and the Contractor. Contractor parking shall not impede the flow of traffic or use of the facility by the City of Mobile, its occupants, or its guests.
   E. Service Contractor shall take every precaution to avoid damage to the existing facility and its amenities and shall at their own costs make repairs if damage occurs.
   F. Any proposed changes to the Scope of Work shall be submitted to the Building Services Project Manager for approval in advance of commencement of any work.
   G. Work hours shall typically be 7am to 4pm for Fire Stations & Police Precincts. All other facilities work hours shall be 8am to 4pm.
   H. Upon coordination with the Building Services Project Manager, Contractor shall start with the project within 10 days following the written Notice to Proceed.
   I. Contract duration is One (1) year from the written Notice to Proceed, with the option, at the City of Mobile's sole discretion, to extend the contract for two (2) terms following the initial year.

3) **Bidding instructions, forms, special requirements and time:**
   A. Any observed ambiguities, discrepancies, omissions or errors in any part of the contract documents shall be submitted as written RFIs to Chad Holm at chad.holm@cityofmobile.org and copied to laurencej@cityofmobile.org
   B. Official clarifications or corrections will be made by written addendum sent to all registered prospective Bidders via e-mail. Building Services Project Manager shall issue all addenda.

C. Cut off time for submission of RFIs is three (3) calendar days prior to the Bid Opening date by 3:00pm.
D. City of Mobile Mun. Code Sec 14-2 requires that the city in all contracts have contractors make every reasonable effort to have at least fifteen percent participation by socially and economically disadvantaged subcontractors and/or material suppliers who are certified as a Disadvantaged Business Enterprises. Documentation of this effort shall be required and included in the Bid envelope for all bids $250,000 or more.
E. Receipt of Sealed Bids shall be Wednesday, November 22, 2023 no later than 2:15pm in the City Clerk's office, 9th Floor, Government Plaza, South Tower. Bids will be publicly opened at 2:30pm the same day in the Atrium Lobby, Government Plaza.
F. Bids shall be submitted only on a copy of the Bid Form included in the Bid documents and Bid envelope shall include Bid Security and DBE Documentation, as applicable. Bids submitted dgitially or without the proper documentation or envelope shall be rejected.

4) Additional Requirements within 10 Days of Contract Award:

1. A valid City of Mobile business license for the duration of the contract period
2. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing of the construction contract. (see Project Manual)
3. Certificate of Insurance in amounts and with endorsements as required by the City of Mobile (see attached Certificate of Insurance).
4. A current W-9 Taxpayer Identification Form and City of Mobile Vendor Information Form must be on file with the City of Mobile prior to issuance of Contract.
5. On all documents: City of Mobile Business License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-verify documentation, and ACORD Insurance Form, the Contractors name shall be EXACTLY the same.

5) Payment requirements.

a. Invoices for services rendered shall be submitted monthly by the Service Contractor monthly to the Building Services Project Manager. Invoices shall be received no later than the 25th day of each month.

6) Review of Scope of Work Exhibits

7) Adjourn

MOBILE
ALABAMA

Addendum No. 2

To: Service Contract Providers

From: Chad Holm, Project Manager
City of Mobile Building Services Department

Re: Service Contract – Various City of Mobile Facilities – Emergency Generators Preventative Maintenance

Project #: SC-011-24

Date: November 13, 2023

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated November 1, 2023. Acknowledge the receipt of this Addendum No. 2, Addendum No. 1, and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

GENERAL:

Item 1. Contractors shall use the attached Modified Bid Form when submitting pricing for the listed project. Bid Form has been annotated to coincide with Generator Units and/or Inspections Dates specified in Addendum No. 1 as no longer part of the Scope of Work. For clarity, the line items have been left on the Bid Form and zeroed out per applicable table cell.

REQUEST FOR INFORMATION (RFI):

Question 1: Scope of Work Item #7, Check Cooling System.

"7. Check Coolant System: Inspect all clamps and hoses and identify any visual leaks; Verify proper operation of engine jacket water heater; Test coolant freeze point and verify coolant level; Inspect belt condition and tension and correct as needed, replace clamps, hoses, belts, and coolant as needed. The cost of replacements shall be included in the base quote. Perform Service Bi-Annually"

Could we include coolant to be changed once the contract term? Instead of as needed, there is no way to determine how much coolant to quote unless we assume replacing coolant for all units.

ANSWER 1:
The "replace coolant as needed" phrasing is not intended to include wholesale fluid changes, but rather replacement of lost fluids associated with contracted replacement of the clamps, hoses, and the topping off as needed, and in the event of a fluid leak or other wastage.
The scope of work remains unchanged, as specified in the Bid Documents, dated November 1, 2023, and by locations, as amended in Addendum No. 1, dated November 8,2023. Contractors shall refer to and provide bids based on the aforementioned documents on the attached Modified Bid Form.

END OF ADDENDUM NO. 2

Attachments:
Modified Bid Form, Dated November 13, 2023

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Addendum No. 3

To: Service Contract Providers

From: Chad Holm, Project Manager
City of Mobile Building Services Department

Re: Service Contract – Various City of Mobile Facilities – Emergency Generators Preventative Maintenance

Project #SC-011-24

Date: November 14, 2023

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated November 1, 2023. Acknowledge the receipt of this Addendum No. 3, Addendum No. 2, Addendum No. 1, and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

REQUEST FOR INFORMATION (RFI):

Question 1:
Where do we add shipping cost and expedited shipping to the parts pricing? It's a cost to the vendor but the city is only asking for parts cost at 15%, being we are only marking up the part.

How can we get paid for the shipping cost?

ANSWER 1:
The shipping cost (or expedited shipping cost) shall be included as an itemized line item in the parts price quote or proposal provided to the Building Services Project Manager for approval, prior to order placement. Shipping shall not receive mark up but shall be paid to the contractor for the actual cost.

END OF ADDENDUM NO. 3

MOBILE
ALABAMA

Addendum No. 4

To: Service Contract Providers

From: Chad Holm, Project Manager
City of Mobile Building Services Department

Re: Service Contract – Various City of Mobile Facilities – Emergency Generators Preventative Maintenance

Project #SC-011-24

Date: November 15, 2023

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated November 1, 2023. Acknowledge the receipt of this Addendum No. 4, Addendum No. 3, Addendum No. 2, Addendum No. 1, and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

REQUEST FOR INFORMATION (RFI):

Question 1:
"4. Battery Testing: ... Replace battery/terminal cables and batteries, as needed. The cost of replacement cables and batteries shall be included in the base bid."

Battery replacement: Once during the contract period? Or as needed? So, we are to assume to know how many batteries will need to be replaced?

ANSWER 1:
The battery replacement noted in the bid document is on an as needed basis. As of the date of this addendum, there are no known battery issues at any of the sites listed in the Annotated Exhibit A.

Question 2:
Regarding load testing for units at the Gulf Quest Maritime Museum, Convention Center and the Exploreum. Units at these locations are on the roof and in an areas that are not at ground level. Will we be able to use the building spaces near the generators for maintenance of these units? Or are there connection points on the ground?

ANSWER 2:
There are no known ground level connections for the emergency generators at the locations in question. On-site managers at the locations will do their best to accommodate and provide space for required maintenance procedures. An on-site assessment by all potential Service Contractors for these and similar locations is strongly recommended prior to bidding to determine the most advantageous means to perform the required maintenance.

Question 3:
Regarding load testing for all specified units, what load test is required – load bank or building load?

ANSWER 3:
A load bank test in accordance with NFPA 110 is required.

END OF ADDENDUM NO. 4

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Submitted by:

Leslie Rey, Director of Human Resources

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

Actuarial services in the preparation and review of actuarial reports as it relates to the GASB 75, other ad hoc actuarial studies related to the City's Health Plan and Other Post Employment Benefits (OPEB) and GASB 101

Amount of Contract:

$15,900

Effective Date of Contract:

12/1/2023

Renewal Date of Contract:

12/1/2024

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Agenda Item Summary Sheet-Southern Actuarial Svcs	Cover Memo	12/12/2023
Resolution - Southern Actuarial Servies	Resolution Letter	12/12/2023
Prof Svcs Contract-Southern		

Actuarial Services Backup Material 12/12/2023

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Bryars, Donna	Approved	12/12/2023 - 5:48 PM
Legal	Kern, Chris	Approved	12/12/2023 - 5:09 PM
Mayors Office	Montgomery, Brandi	Approved	12/14/2023 - 2:41 PM
Legal	Kern, Chris	Approved	12/12/2023 - 5:10 PM

AGENDA ITEM SUMMARY SHEET

Agenda of: 12/19/2023 (Date) Item No. _____

Submitted by: Human Resources (Department) Leslie Rey (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: Richard Moore, Executive Director of Finance (Executive Director)

Routing Authorized: James Barber, Chief of Staff (Mayor's Office) 12/12/2023 (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Southern Actuarial Services

PURPOSE & SCOPE OF PROJECT:
Actuarial services in the preparation and review of actuarial reports as it relates to the GASB 75, other ad hoc actuarial studies related to the City's Health Plan and Other Post Employment Benefits (OPEB) and GASB 101

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $15,900

FUNDING SOURCE:

Budget Item: Fund 7100 Discretionary Funds: n/a

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: n/a Matching funds: n/a

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: 12/1/2023

Renewal date of contract (if applicable): _____

If not bid, state reason: _____

How many bidders received bid packages (if applicable): n/a

How many bidders submitted bids (if applicable): n/a

If this is not the lowest bid, explain why not:
n/a

R E S O L U T I O N

Sponsored By: William S. Stimpson, Mayor

BE IT RESOLVED BY THE 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 with Southern Actuarial Services Company, Inc., to act as consulting actuarial for the City of Mobile in the preparation and review of actuarial report as it relates to post employment benefits as required by GASB 75, and other actuarial services, 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.

Adopted:

_____

City Clerk

STATE OF ALABAMA

COUNTY OF MOBILE

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (sometimes hereinafter "Agreement") made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and **Southern Actuarial Services Company, Inc.,** a corporation organized and existing under the laws of the State of Georgia and doing business as "Southern Actuarial Services" (sometimes hereinafter "Contractor"), as follows:

WHEREAS, Contractor is engaged in the business of **actuarial consulting and services**; and,

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

NOW, THEREFORE,

WITNESSETH:

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

I. PROFESSIONAL SERVICES TO BE PERFORMED

Contractor agrees that it shall be totally responsible for, and shall have exclusive control over the management and disbursement of all such monies received from the City, and that all monies received under the Agreement shall be used only for the following purposes:

Act as consulting actuary for the City of Mobile in the preparation and review of actuarial report as it relates to Post Employment Benefits as required by GASB 75 and prepare actuarial calculations pertaining to the City of Mobile Health and Dental Plan.

II. COMPENSATION

City hereby agrees to pay the Contractor the sum of no more than **FIFTEEN THOUSAND NINE HUNDRED DOLLARS AND NO/100 DOLLARS ($15,900) annually for the GASB 75 valuation,** payable for the term of this Agreement to September 30, 2026. Said funds will be disbursed in payments, which shall result from written requests to be delivered to the City's Accounting Department.

Additionally, ad hoc actuarial studies 1) related to the City of Mobile's Health and Dental and 2) Other Post Employment Benefits (OPEB) and GASB 101 compensated absences calculation with fees to be agreed upon prior to each requested study based on the complexity of the work to be performed.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its adoption by the City Council of the City of Mobile and shall continue thereafter for one calendar year, with the option to renew for two additional one-year periods if mutually agreed upon by both parties.

IV. GENERAL PROVISIONS

A. Contractor agrees to permit at all reasonable times and places an audit of its books and records by City's duly authorized representatives.

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

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

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

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

F. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement.

G. Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 which provides that no person will be excluded from participation in, or be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs.

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

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

J. The Contractor agrees that it shall comply with all of the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-35, Alabama Code (1975) Section 31-13-1, et. Seq., see Section 31-13-9, and the provisions of said Act including all penalties for violations thereof, are incorporated herein. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. Verification of Provider's enrollment in the E-Verify program is attached to this Agreement as Exhibit A and incorporated by reference herein.

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

Finance Department
P.O. Box 1827
Mobile, Alabama 36633-1827

Copy to: City Attorney
City of Mobile Legal Department
P.O. Box 1827
Mobile, Alabama 36633-1827

And to Contractor at: Southern Actuarial Services Company, Inc.
P.O. Box 888343
Atlanta, Georgia 30356-0343

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

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

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

O. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

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

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

CITY OF MOBILE, A Municipal Corporation

By:_____

Mayor

ATTEST:

_____

City Clerk

CONTRACTOR:

Southern Actuarial Services

By: _____

Its President

STATE OF GEORGIA

COUNTY OF ~~BARROW~~
DEKALB

I, the undersigned Notary Public, in and for said county in said state, hereby certify that Carlos G. Carr, whose name is signed to the foregoing Professional Services Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Professional Services Contract, he as such officer of Southern Actuarial Services (Business Entity) and with full authority, executed the same voluntarily for and as the act of said business entity on the day the same bears date.

Given under my hand and official seal of office this the 15 day of November, 2023.

Samuel L Perry

Notary Public

My Commission Expires: 07/14/2025

SAMUEL L. PERRY NOTARY PUBLIC OCONEE COUNTY EXPIRES GEORGIA 7/14/2025

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Submitted by:

Carleen Stout-Clark, Deputy Director, Real Estate Asset Management

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

Purpose and Scope of Project:

Authorize the extension of the closing deadline within the Purchase and Sale Agreement dated May 30, 2023, Exhibit A, Ordinance Number 88-226, attached hereto, from December 31, 2023 to June 30, 2024, of 63 S. Royal Street, LLC

Amount of Contract:

N/A

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	12/14/2023
Extension	Exhibit	12/14/2023
Ordinance 88-026 May 30 2023	Exhibit	12/14/2023
Purchase & Sale Agreement Signed May 30, 2023	Exhibit	12/14/2023
REVISED resolution	Cover Memo	12/15/2023

REVIEWERS:

Department Reviewer	Action	Date
Real Estate Stout, Carleen	Approved	12/14/2023 - 11:33 AM

Legal	Kern, Chris	Approved	12/14/2023 - 2:21 PM
Mayors Office	Montgomery, Brandi	Approved	12/14/2023 - 3:16 PM

2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson and Councilmember William Carroll

WHEREAS, the City of Mobile, as Seller, and 63 S. Royal Street, LLC, as Purchaser, and with consent of the Mobile City Council via Ordinance Number 88-226, did enter into a certain Purchase and Sale Agreement for the property located at 63 S. Royal Street in Mobile, Alabama; and

WHEREAS, pursuant to Section 5.5 of that Agreement, closing of the subject transaction was to occur no later than December 31, 2023; and

WHEREAS, it is the desire of both Seller and Purchaser to extend the said closing deadline in order that Purchaser may continue to satisfy all contingencies contained in the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mobile that the Seller and Purchaser are hereby authorized to extend the closing deadline until June 30, 2024, and that the Mayor is authorized to execute the attached Extension of Purchase and Sale Agreement to effect same.

Adopted:

_____

City Clerk

EXTENSION OF PURCHASE AND SALE AGREEMENT

Whereas, the City of Mobile, as Seller, and 63 S. Royal Street, LLC, as Purchaser, did enter into that certain Purchase and Sale Agreement dated May 30, 2023 ("Agreement"), for the purchase of the property identified on Exhibit A attached hereto and incorporated herein by reference; and

Whereas, pursuant to Section 5.5 of the Agreement, closing of the subject transaction was to occur no later than December 31, 2023; and

Whereas, it is the desire of both Seller and Purchaser to extend the said closing deadline in order that Purchaser may continue to satisfy all contingencies contained in the Agreement.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Seller and Purchaser do hereby extend the closing deadline until June 30, 2024.

Effective this the ___ day of December, 2023.

SELLER:

THE CITY OF MOBILE
a Municipal Corporation

By:_____
William S. Stimpson
As Its: Mayor

PURCHASER:

63 S. ROYAL STREET LLC,
an Alabama Limited Liability Company

By:_____
J. Gavin Bender, Sr.
Its: Member

ATTEST:

_____
City Clerk

88-026 **2023**

AN ORDINANCE DEEMING CERTAIN PROPERTY NOT NOW NEEDED FOR PUBLIC OR MUNICIPAL PURPOSES AND AUTHORIZING THE SALE THEREOF

Sponsored by Mayor William S. Stimpson and Councilmember William Carroll

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

SECTION ONE: It is hereby found and determined by the City Council of the City of Mobile, Alabama, that the real property hereinafter described is not now needed for public or municipal purposes and that it is in the best interest of the City of Mobile and in the public interest that said property be sold to 63 S. Royal Street, LLC.

SEE ATTACHED EXHIBIT 'A'

SECTION TWO: The Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and in the name of and on behalf of the City of Mobile, the Purchase and Sales Agreement for the property shown above.

SECTION THREE: Said Agreement is by reference made a part of this Ordinance as fully as if set forth herein and a copy of such will be on file in the office of the City Clerk of the City of Mobile, 9th Floor, Government Plaza, 205 Government Street, Mobile, Alabama.

SECTION FOUR: The Mayor and City Clerk are also hereby authorized and directed to execute and attest, respectively, for and in the name and on behalf of the City of Mobile, the deed for the property shown above, when said deed is prepared.

SECTION FIVE: The Deputy Director, Real Estate Asset Management, of the City of Mobile is hereby authorized and directed to negotiate, and to execute for and in the name and on behalf of the City of Mobile, whatever supporting documents, affidavits, closing statements, or other ancillary forms necessary to complete the sale of said property.

SECTION SIX: The proceeds from this sale to be placed in a Public Facilities Improvement Fund.

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

Adopted: MAY 30 2023

City Clerk

EXHIBIT 'A'

Land Address: 63 S. Royal St., Mobile, AL 36602

Parcel No. R022906400002291.002, Key No. 02567528

LEGAL DESCRIPTION:

LOT 2, RIVERVIEW PLAZA, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 61, PAGE 70 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

STATE OF ALABAMA
COUNTY OF MOBILE

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made and entered into effective as of the 30 day of May, 2023 by and between THE CITY OF MOBILE (hereinafter referred to as "**Seller**") and 63 S. ROYAL STREET LLC, an Alabama Limited Liability Company, (hereinafter referred to as "**Purchaser**").

RECITALS:

WHEREAS, on June 9, 2004 the Mobile Housing Board and TQP Riverview LLC entered into a certain Lease Agreement for land described as Lot 2 Riverview Plaza. Whereby, Section 43 of the Lease Agreement granted TPQ Riverview LLC the exclusive and sole right to purchase the property at the appraisal value of the undeveloped land, without the improvements. RPB 5606, PG 1273;

WHEREAS, on August 5,2005 TQP Riverview LLC assigned its interests in the Lease Agreement to ARI-Riverview Plaza LLC. RPB 5826, PG 543;

WHEREAS, on November 1, 2011 the City of Mobile accepted a total of 39 Mobile Housing Board deeds, including Lot 2 River Plaza through Resolution 23-524;

WHEREAS, on May 31, 2012 the Mobile Housing Board assigned its interest in the Lease Agreement to the City of Mobile and conveyed fee simple ownership of Lot 2 Riverview Plaza by warranty deed to City of Mobile. RPB 6784, PG 1714;

WHEREAS, on February 29, 2012 ARI-Riverview Plaza LLC assigned its interests in the Lease Agreement to Royal Street, LLC. RPB 6866, PG 1250;

WHEREAS, on November 29, 2022 the current Lessee notified Lessor in writing exercising its exclusive and sole right to purchase Lot 2 Riverview Plaza.

WHEREAS, this Agreement shall be considered by the Mobile City Council for approval on May 23, 2023 and May 30, 2023.

WITNESSETH:

1. **Property.** The Seller is the owner of one (1) tax parcel of land identified by Lot 2 Riverview Plaza, located at 63 S. Royal Street, in the City of Mobile, County of Mobile, Alabama, as more fully described on Exhibit "A" attached hereto and made a part hereof by this reference, without improvements, referred to as the "Land";

2. **Purchase and Sale.** Seller agrees to sell and convey the Land to Purchaser, and Purchaser agrees to purchase and pay for the Land from Seller, all in accordance with the terms and conditions provided in this Agreement. It is expressly understood and agreed by the parties

hereto that the Land is being sold "AS IS, WHERE IS" with no express or implied warranties of any sort, except for any warranty of title set forth in the statutory warranty deed executed pursuant hereto. IN PARTICULAR, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

3. **Purchase Price.** The purchase price (the "**Purchase Price**") for the Land shall be One Million One Hundred Sixty-Three Thousand and No/100 Dollars ($1,163,000.00). The Purchase Price shall be paid to Seller in cash or immediately available funds suitable to Seller at the Closing subject to prorations, credits and other adjustments provided herein.

4. **Earnest Money.** Within seven (7) business days of execution of this agreement by both parties **("Effective Date")**, Purchaser shall deposit with Pierce Ledyard PC 3801 Airport Blvd., Mobile, AL 36608 (hereinafter referred to as the "**Escrow Agent**") the sum of Ten Thousand Dollars ($10,000.00) (the "**Earnest Money**"). The Earnest Money shall be held by Escrow Agent in accordance with the terms of this Agreement. However, the parties agree to execute or attach customary escrow instructions satisfactory to the parties in their respective sole and absolute discretion, provided, however, that if and to the extent any inconsistencies exist between the terms of the escrow agreement and this Agreement, the terms of this Agreement shall control. Escrow Agent shall hold the Earnest Money in an interest-bearing account. If this Agreement is terminated, canceled, or rescinded, the Earnest Money shall be refunded to Purchaser or paid over to the Seller as liquidated damages as further provided herein and the parties shall be relieved of all obligations under this Agreement, except for those obligations which are expressly provided to survive the termination of this Agreement.

5. **Survey and Title.**

5.1 Survey. Simultaneously with execution of this Agreement by both parties, Seller shall deliver to Purchaser, upon written request, all existing surveys, title examinations, commitments and policies, including copies of all exceptions to title, which Seller has in its possession. Purchaser, at Purchaser's expense, may, on or before expiration of the Inspection Period, obtain a land and title boundary, improvement and topographical survey of the Land (the "**Survey**") with permanent corner pins in place, prepared from an on-the-ground inspection by a land surveyor registered in the State of Alabama, showing thereon the correct legal description of the Land, its proper easements, rights-of-way, and adjacent roadways on and/or to the Land, the existing topography of the Land to the centerline of adjacent rights-of-way, and certifying to Purchaser that no improvements situated on or adjacent to the Land are the subject of encroachments or overlaps and that the survey has been prepared in compliance with applicable law and ALTA requirements for extended coverage owner's title insurance. The legal description drawn from the Survey shall be considered incorporated by reference into this Agreement as the description of the Land and shall be used as such in the statutory warranty deed delivered at Closing, unless a subdivision of the Land is required and approved by the City of Mobile Planning Commission, in which case the subdivision description shall be used in said statutory warranty deed. In the event the Survey discloses any title objections, the Purchaser shall notify the Seller in writing of such objections, which shall be subject to the provisions of Section 5.3 hereof.

5.2 Seller's Title. At the Closing, Seller shall convey to Purchaser Insurable Fee Simple Title to the Land subject only to the following exceptions (herein referred to as the "**Permitted Exceptions**"):

(i) all prior conveyances, reservations and exceptions of oil, gas and other minerals that appear of record;
(ii) zoning ordinances, restrictive covenants and/or building setback lines, if any, applicable to the Land;
(iii) ad valorem taxes for the year of closing which shall be prorated at closing;
(iv) easements for public or private utilities and/or roadways of record or in place;
(v) all other matters relating to the Land recorded in the land records of Mobile County, Alabama;
(vi) all other matters which would be disclosed by an accurate survey and inspection of the Land; and
(vii) any exceptions set forth on the title commitment, as hereinafter defined, to which Purchaser has no objection or is deemed to have waived objection, in accordance with the provisions of Section 5.3. "**Insurable Fee Simple Title,**" where used in this Agreement, shall be such fee simple title as is acceptable to and insurable in Purchaser's favor in the amount of the Purchase Price by Escrow Agent at standard rates, on an ALTA Form B Owner's Policy, and subject only to the standard printed exceptions and the Permitted Exceptions.

5.3 Title Objections. On or before the expiration of the Inspection Period, herein defined, Purchaser, at Purchaser's expense, may obtain a title commitment issued by Escrow Agent, which shall provide a commitment to insure title to the Land on the full-coverage, standard, revised ALTA Owner's Policy of title insurance, Form B (the "**Title Commitment**") in the amount of the Purchase Price subject, however, to the Permitted Exceptions (to which Purchaser does not object), but without exception as to mechanics or similar liens, free and clear of any and all other mortgages, liens, judgments, leases, encumbrances, parties in possession, licenses, covenants, conditions, restrictions, easements, encroachments and any other matters of any nature affecting the title except as permitted in this Agreement. Within ten (10) days of receipt by Purchaser of the Title Commitment and the Survey, Purchaser shall advise Seller in writing of any objections to the Title Commitment (including any of the Permitted Exceptions) and/or the Survey and, if no objections are so submitted by Purchaser within the applicable time period, it shall be deemed that the Title Commitment and the Survey are satisfactory, and Purchaser has no objections thereto. If Purchaser does advise Seller in writing of any objections, Seller shall have ten (10) days after the receipt of such statement of objections in which to notify Purchaser as to whether it will cure or remove such objections, Seller having no obligation to do so. If Seller notifies Purchaser that it will not cure or remove such objections, or if Seller is deemed to have elected not to cure such objections, then within ten (10) days after the receipt by Purchaser of such notice from Seller, or upon expiration of such ten (10) day period, Purchaser shall elect to either (i) terminate this Agreement, whereupon this Agreement shall be of no further force and effect, the Earnest Money shall be returned to Purchaser, and no

party hereto shall have any further rights, liabilities or obligations hereunder or (ii) waive such objections to Seller's title. Failure by Purchaser to elect either alternative within such ten (10) day period shall be deemed an election to waive such objections.

5.4 Inspection Period. Upon the execution of this Agreement, Seller shall deliver, upon written request from the Purchaser, copies of the survey and title information described in Section 5.1 above, any environmental studies or reports, and any engineering plans and related reports or studies, and all service contracts and agreements in Seller's possession relative to the Land. The Purchaser, at Purchaser's sole expense, personally or through agents, employees, or contractors, may go upon the Land upon request following the Effective Date of this Agreement and through the date of Closing, to inspect the Land, to conduct such soil, engineering, environmental, "wetlands" and other tests, investigations and analyses of the Land as Purchaser deems appropriate. The Seller hereby agrees to cooperate fully with the Purchaser so as to allow the Purchaser the reasonable opportunity to inspect the Land and any other information respecting the Land. In connection with Purchaser's review and inspection of the Land, Purchaser will provide to Seller copies of all surveys, plans, zoning submission materials, and inspection reports, upon Seller's request. The Purchaser shall pay all of its costs incurred in making such surveys, inspections, tests, analyses and investigations, and Purchaser, at its own expense, shall be responsible for the repair of any damages to the Land incurred by reason of Purchaser's inspection of the Land. Purchaser shall indemnify, defend and hold Seller entirely harmless from any cost, expense, liability or obligation resulting from physical injury, property damage, mechanics' or materialmen's liens, caused by Purchaser's entry upon the Land pursuant to this section. Notwithstanding any other provision of this Agreement, the foregoing indemnity shall survive the expiration or termination of this Agreement for any reason whatsoever. On or before the expiration of the time period ending thirty (30) days following the Effective Date (the "**Inspection Period**"), Purchaser shall have the right to terminate this Agreement by delivery of written notice to Seller and Escrow Agent. Subject to paragraph 5.5. below, unless Seller and Escrow Agent receive express written instructions from Purchaser on or before the expiration of the Inspection Period that it is exercising its right to terminate the Agreement, Purchaser shall be deemed to have not terminated this Agreement. If Purchaser does give such notice of termination, the Escrow Agent shall refund the Earnest Money to Purchaser. The parties hereunder shall have no further rights, duties or obligations under this Agreement, except for such rights, duties or obligations as are expressly stated herein to survive a termination of this Agreement.

5.5 Contingencies. Seller is on notice of the fact that Purchaser is contemporaneously herewith negotiating with third party lenders to arrange financing for construction and renovation of the improvements located on the Property (Riverview Plaza Office Tower). Purchaser will also be required to obtain certain state, federal and municipal permits related to said construction/renovation. This sale is contingent on Purchaser securing all governmental approvals and third party financing necessary to move forward with the construction/renovations of the improvements. In the event that Purchaser is unable to obtain the necessary financing and governmental approvals by December 31, 2023, then it may terminate this agreement and receive a full refund of the Earnest Money.

6. **Seller's Representations.** As an inducement to the Purchaser to enter into this Agreement and to purchase the Property, Seller warrants, represents to, and covenants with Purchaser as follows:

6.1. Title. Seller is the owner of Insurable Fee Simple Title to the Land, which shall be free and clear of all encumbrances, occupancies or restrictions except for those matters listed in Schedule B, Section 2 of the Title Commitment.

6.2. Authority. Seller has the right, power, and authority to enter into this Agreement and has the right, power and authority to convey the Property in accordance with the terms and conditions of this Agreement. Seller represents and warrants to Purchaser that (i) all action necessary to authorize the execution of this Agreement by Seller, including, but not limited to the passage by the City Council of the City of Mobile, Alabama of a resolution specifically authorizing same, has been taken by Seller; (ii) The individual(s) executing this Agreement on Seller's behalf has all requisite authority to bind Seller as aforesaid. Seller, at Purchaser's request, shall provide evidence of the foregoing.

6.3. The execution and delivery of this Agreement by Seller, the execution and delivery of every other document and instrument delivered pursuant to this Agreement by or on behalf of Seller, and the consummation of the transactions contemplated by this Agreement have been duly authorized and validly executed and delivered by Seller, and will not: (a) constitute or result in the breach of or default under any oral or written agreement to which Seller is a party or which affects the Land; (b) constitute or result in a violation of any order, decree or injunction with respect to which Seller and/or the Land is bound; (c) cause or entitle any party to have a right to accelerate or declare a default under any oral or written agreement to which Seller is a party or which affects the Land; and/or, (d) violate any provision of any municipal, state or federal law, statutory or otherwise, to which Seller or the Land may be subject.

6.4. No Other Representations. Except as expressly provided in this Agreement, Purchaser acknowledges that neither Seller nor any agent, attorney, employee or representative of Seller has made any representation regarding the subject matter of this sale, including, but not limited to, representations as to the physical nature or condition of the Land.

6.5. Tenants. Purchaser is the ground lessee of the subject property, and is aware of all current leases and tenants.

6.6. Management: Contracts. There are no management arrangements or service contracts respecting the Land, except those of Purchaser.

6.7. Environmental Matters. Seller has furnished to Purchaser copies of all environmental studies which Seller has had performed or otherwise has in its possession pertaining to the Land, if any. Seller has not used, nor authorized nor allowed the use of the Land for the handling, treatment, storage, disposal or release of any hazardous or toxic substance as defined under any applicable state or federal law or regulation including without limitation CERCLA. Seller has no knowledge of any environmental matters pertaining to said Property and shall

not be liable for any latent or future environmental matters that have not otherwise been previously disclosed and/or identified prior to Closing.

6.8. Land Conditions. Seller represents and warrants that to the best of Seller's knowledge, Seller has no knowledge of, and has received no notice of any conditions which would negatively impact the Land.

7. **Closing Conditions.** Purchaser's obligations to consummate the purchase of the Property pursuant to this Agreement are subject to and conditioned upon the satisfaction of the conditions precedent listed in Sections 9.1 through 9.3.3 hereinafter. In connection with such conditions precedent, Purchaser shall have the obligation to use good faith efforts to attempt to satisfy the conditions precedent at or prior to Closing. Unless Purchaser shall advise Seller in writing that same are not satisfied at or prior to Closing, the conditions precedent shall be deemed fully satisfied. If any of the conditions precedent is not then satisfied, at Seller's election, and upon delivery of written notice to Purchaser at or prior to Closing, Seller may terminate this Agreement and Escrow Agent shall refund the Earnest Money to Purchaser and thereafter the parties shall have no rights, duties or obligations under this Agreement except for those obligations which expressly survive any termination of this Agreement.

7.1. Title. Purchaser's obligations under this Agreement are subject to and conditioned upon Seller's conveyance of Insurable Title to Purchaser, subject only to the Permitted Exceptions and any liens or other encumbrances as may have been caused or created by Purchaser and issuance by Escrow Agent of a Title Policy pursuant to the Title Commitment.

7.2. Land Conditions. Purchaser's obligations under this Agreement are subject and conditioned upon Purchaser determining that they are satisfied with the condition of the Land as determined during the Inspection Period.

7.3. Compliance with Agreement. Purchaser's obligations under this Agreement are subject to and conditioned upon Seller's compliance with all of the terms, conditions, obligations, covenants, representations and warranties as are contained in this Agreement applicable to Seller. These conditions precedent shall be applicable through the Closing date, as may be extended.

8. **Closing.**

8.1. Closing Date and Location. Unless otherwise agreed upon between Seller and Purchaser, the Closing (the **"Closing"**) shall occur no later than thirty (30) days after the Purchaser has obtained necessary governmental approvals and lender financing as described in Section 5.5 above.

8.2. Deliveries at Closing. The purchase and sale of the Property contemplated by this Agreement shall be closed at Closing by the Seller's delivery of a properly executed statutory warranty deed conveying Insurable Fee Simple Title to such Land to Purchaser, subject only to the Permitted Exceptions, and by payment by Purchaser of the Purchase Price for the

Property in the manner provided in Section 3 hereof, and by the execution and delivery of the following documents to be prepared by Purchaser:

8.2.1. A duly executed closing statement itemizing all credits between Seller and Purchaser;

8.2.2. A duly executed certificate of Seller reaffirming the representations and warranties made in Section 8 of this Agreement;

8.2.3. A duly executed affidavit of title with respect to the Land and such other agreements as may be necessary to cause issuance of the Title Policy with an effective date on the Closing Date without exception for mechanics' or materialmen's liens, other statutory liens, or the rights of persons in possession, or for the "filing and indexing gap", which shall mean the risk that notice of intervening liens might be filed, recorded, indexed, or all of the above, subsequent to the time of the last title check down prior to Closing and prior to the filing, recording, indexing, or all of the above, of the closing documents that are to be filed, recorded and indexed in the public records (it shall be a condition of Closing that Purchaser is issued the Title Policy at Closing in the manner described herein);

8.2.4. A duly executed certificate with respect to Section 1445 of the Internal Revenue Code of 1986, as amended, stating, among other things, that Seller is not a foreign corporation or non-resident alien, as defined in the Code and regulations issued pursuant thereto;

8.2.5. A real estate reporting transferor identification, showing Seller's correct federal tax identification number, to enable the closing attorneys to complete and file the required IRS Form 1099-S;

8.2.6. Physical possession of all the Property; and

8.2.7. Such other instruments, documents, certificates, affidavits or agreements as are customary for closings in Mobile County, Alabama, and reasonably requested by Escrow Agent, the title company, or counsel.

8.3. Closing Costs. At the Closing, Seller and Purchaser shall respectively pay the following costs and expenses:

8.3.1. Seller shall pay any fees and expenses of the Seller's attorneys for preparation of the statutory warranty deed and Purchaser shall pay the fees and expenses of Purchaser's attorneys, all title insurance costs and premiums, prorated ad valorem taxes and all other closing costs or fees.

8.3.2. Purchaser shall record this fully executed Agreement or prepare a Memorandum of Purchase and Sale Agreement and record said Memorandum complete with statutory warranty deed in Mobile County Probate Court, along with the Real Estate Validation Form (RT-1) and pursuant to Section 40-22-1 of the Alabama Code (1975) within ten (10) days of Closing.

9. **Condemnation.** In the event, at any time between the Effective Date of this Agreement and the Closing, all or any portion of the Land which has not yet been purchased by Purchaser is condemned by any legally constituted authority for any public use or purpose (or conveyed in lieu thereof), then Purchaser shall have the right to terminate this Agreement as to the Property, in which event all Earnest Money paid by Purchaser remaining on deposit with Escrow Agent, shall be immediately refunded to Purchaser, and neither Purchaser nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement.

10. **Brokers.** Seller and Purchaser each represent and warrant one to the other that neither has employed, retained, or consulted any real estate broker, agent or other finder in carrying on the negotiations relative to this Agreement and the transaction contemplated hereby.

11. **Default.**

11.1. Seller's Default.

11.1.1. If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or breach of any terms or conditions herein contained, or if Seller otherwise defaults in the performance of its obligations under this Agreement, Purchaser may (i) terminate this Agreement and the Earnest Money shall be promptly refunded to Purchaser, or (ii) Purchaser may seek specific performance.

11.1.2. As a condition precedent to the effective exercise of Purchaser's option to terminate this Agreement Purchaser shall give Seller notice in writing, in accordance with the notice provisions of this Agreement, which notice shall state, with particularity, the alleged breach or default or non-performance of Seller and the action required by Seller to cure such breach. Seller shall have a period of ten (10) days after receipt of such notice to cure the alleged default, breach, or non-performance to Purchaser's reasonable satisfaction, and to thereby cure the default and prevent termination of this Agreement.

11.2. Purchaser's Default.

11.2.1. If the sale and purchase of the Property contemplated by this Agreement is not consummated because of the Purchaser's default, the Escrow Agent shall pay the Earnest Money to Seller as the Seller's full liquidated damages, the parties hereto acknowledging that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default. The right to receive the Earnest Money as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Purchaser, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Purchaser for specific performance under this Agreement or to prove that Seller's actual damages exceed the amount of said sums.

11.2.2. As a condition precedent to the effective exercise of Seller's option to terminate this Agreement, or take other action, pursuant to the provisions of Section 13.2.1 above, Seller shall give Purchaser notice in writing, in accordance with the notice provisions of

this Agreement, which notice shall state, with particularity, the alleged breach or default or non-performance of Purchaser and the action required by Purchaser to cure such breach. Purchaser shall have a period of ten (10) days after receipt of such notice to cure the alleged default, breach, or non-performance to Seller's reasonable satisfaction, and to thereby cure the default and prevent termination of this Agreement. If Purchaser does not cure said default then this Agreement shall terminate and Seller and Purchaser shall be relieved of all obligations under this Agreement, except for those obligations which are expressly provided to survive the termination of this Agreement.

12. **Assignment of Agreement**. This Agreement is not assignable.

13. **Time of Essence**. Time is of the essence hereof.

14. **Notices.** Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be delivered (i) by United States registered or certified mail, return receipt requested, postage prepaid, (ii) by delivery via a nationally recognized overnight courier service that obtains receipts or a recognized same day courier service that obtains receipts, or (iii) by delivery via electronic (pdf or facsimile) transmission with receipt confirmation and with an original sent by first class mail. Each notice shall be addressed to each party at its address set forth below its signature, or such other addresses as may be changed by the parties by written notice as herein provided. Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the date of courier delivery or electronic transmission, or on the third day after the date of deposit in the United States mail as to notices sent only by certified mail.

Seller:
The City of Mobile, Alabama
Real Estate Asset Management
PO Box 1827
Mobile, AL 36633

Copy to:
The City of Mobile, Alabama
Assistant City Attorney
PO Box 1827
Mobile, AL 36633

Purchaser:
63 S. ROYAL STREET LLC
917 Western Drive, suite 102
Mobile, Al 36609

Copy to:
Douglas L. Anderson
Burr & Forman, LLP
11 North Water Street, Suite 22200
Mobile, AL 36602

15. **Entire Agreement; Modification.** This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the Property and contains the sole and entire understanding between Seller and Purchaser with respect to the Property. All promises, inducements, offers, solicitations, agreements, commitments, representations and warranties heretofore made between such parties are merged into this Agreement. This Agreement shall not be modified or amended in any respect except by a written instrument executed by or on behalf of each of the parties to this Agreement.

16. **Binding Effect; Governing Law.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns (if permitted pursuant to the terms hereof). This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama and it is expressly agreed and stipulated that this Agreement shall be deemed to have been executed and performable by all parties in Mobile County, Alabama. The jurisdiction and venue for any actions arising under this Agreement shall lie in the state and federal courts of Mobile County, Alabama.

17. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument and agreement.

18. **Waiver.** Any condition, right, election, or option of termination, cancellation, or rescission granted by this Agreement to Purchaser or Seller may be waived in writing by such party.

19. **Date of Performance.** If the time period by which or date on which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing(s) must be held, expires on a Saturday, Sunday or legal holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day in the State of Alabama.

20. **Offer; Effective Date.** The execution of this Agreement by Purchaser constitutes an offer to purchase the Land. This Agreement shall be effective as the first day, if any, on which the parties have executed an identical counterpart of this Agreement and an executed counterpart is received by each party (the "**Effective Date**").

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

22. **Indemnification.** Purchaser shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all

claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

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

24. **Acceptance**. If this Agreement is not executed by Seller and delivered to Purchaser unaltered on or before close of business 8/1/2023, then said offer shall become null and void and of no further effect and all earnest money shall be returned to Purchaser.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Signature page immediately following.

IN WITNESS WHEREOF, the parties hereto have duly signed, sealed, and delivered this Agreement on the dates specified below their signatures.

SELLER:

The City of Mobile, a Municipal Corporation

By: _____

Name: William S. Stimpson

As Its: Mayor

ATTEST:

_____

City Clerk

PURCHASER:

63 S. ROYAL STREET LLC, an Alabama Limited Liability Company

By: _____

Name: J. GAVIN BENDER

Its: Member

EXHIBIT "A"

Land Address: 63 S. Royal St., Mobile, AL 36602

Parcel No. R022906400002291.002, Key No. 02567528

LEGAL DESCRIPTION:

LOT 2, RIVERVIEW PLAZA, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 61, PAGE 70 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson and Councilmember William Carroll

WHEREAS, the City of Mobile, as Seller, and 63 S. Royal Street, LLC, as Purchaser, and with consent of the Mobile City Council via Ordinance Number 88-026, did enter into a certain Purchase and Sale Agreement for the property located at 63 S. Royal Street in Mobile, Alabama; and

WHEREAS, pursuant to Section 5.5 of that Agreement, closing of the subject transaction was to occur no later than December 31, 2023; and

WHEREAS, it is the desire of both Seller and Purchaser to extend the said closing deadline in order that Purchaser may continue to satisfy all contingencies contained in the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mobile that the Seller and Purchaser are hereby authorized to extend the closing deadline until June 30, 2024, and that the Mayor is authorized to execute the attached Extension of Purchase and Sale Agreement to effect same.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Adolph Parker

Amount of Contract:

n/a

Effective Date of Contract:

12/19/2023

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Parker

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 - Parker	Resolution Letter	12/14/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	12/14/2023 - 12:04 PM

Legal	Kern, Chris	Approved	12/14/2023 - 2:14 PM
Mayors Office	Montgomery, Brandi	Approved	12/14/2023 - 2:41 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Adolph Parker, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

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AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Gregory Reese

Amount of Contract:
n/a

Effective Date of Contract:
12/19/2023

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Reese

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 - Reese	Resolution Letter	12/13/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	12/13/2023 - 12:59 PM
			12/14/2023 -

Legal	Kern, Chris	Approved	12:04 PM
Mayors Office	Montgomery, Brandi	Approved	12/14/2023 - 2:41 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for 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 Gregory Reese, 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\D012\P006\00122093.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	11/30/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/30/2023 - 2:19 PM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification
of a Planned Unit Development located at
951 Downtowner Boulevard and
3655 Marion Beckham Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **December 5, 2023**, a public hearing will be held on the **2nd** day of **January, 2024** at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a Planned Unit Development located at 951 Downtowner Boulevard and 3655 Marion Beckham Drive.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development (PUD) was approved on September 7, 2000 to allow multiple buildings on a single building site on property located at 951 Downtowner Boulevard and 3655 Marion Beckham Drive and described as follows:

LOT 3, RESUBDIVISION OF AND ADDITION TO LOT A, HEARIN – CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST, AS RECORDED IN MAP BOOK 101 PAGE 17, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, LESS AND EXCEPT THE FOLLOWING: BEGINNING AT THE SOUTHWEST CORNER OF LOT 3, RESUBDIVISION OF AND ADDITION TO LOT A, HEARIN – CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST AS RECORDED IN MAP BOOK 101 PAGE 17, OF THE AFORESAID RECORDS; THENCE NORTH 00° 16' 21" WEST 966.22 FEET; THENCE NORTH 89° 50' 03" EAST 660.96 FEET; THENCE SOUTH 00° 17' 57" EAST ALONG THE WEST LINE OF MARION BECKHAM DRIVE AND ALONG THE EAST LINE OF LOT 3 A DISTANCE OF 1158.89 FEET TO THE SOUTHEAST CORNER OF LOT 3; THENCE NORTH 73° 56' 07" WEST 689.33 FEET TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of the PUD on September 1, 2023 to remove a lot from a previously approved Planned Unit Development.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on October 5, 2023 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Revision of the final Planned Unit Development (PUD) site plan to remove Lot 1 from the development;

2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications;
3. Retention of the building sizes in square feet on the final PUD site plan;
4. Retention of the rights-of-way along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
5. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

A. Is consistent with all applicable requirements of this Chapter;
B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property;
D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
E. Will minimize traffic hazards and traffic congestion on the public roads;
F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. Shall not be detrimental or endanger the public health, safety or general welfare; and
H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

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

Section One: That the modification of the PUD is hereby approved with the following required conditions:

1. Revision of the final Planned Unit Development (PUD) site plan to remove Lot 1 from the development;
2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications;
3. Retention of the building sizes in square feet on the final PUD site plan;
4. Retention of the rights-of-way along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
5. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 2nd day of January, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 13th day of December, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 951 Downtowner Boulevard & 3655 Marion Beckham Drive.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on September 7, 2000. The owner of said property has applied for a major modification of the PUD to remove a lot from a previously approved PUD. If approved, the major modification will remove a lot from a previously approved PUD subject to the following proposed conditions: 1. Revision of the final Planned Unit Development (PUD) site plan to remove Lot 1 from the development; 2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications; 3. Retention of the building sizes in square feet on the final PUD site plan; 4. Retention of the rights-of-way along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request; 5. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council; 6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 7. Full compliance with all municipal codes and ordinances.

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

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

November 29, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of October 5, 2023 considered the request of McGill-Toolen Athletic Complex West (Kari Givens, Byrd Surveying, Inc., Agent), for a Major Modification of a previously approved Planned Unit Development (PUD) to remove a lot from a previously approved PUD for the property located at 951 Downtowner Boulevard & 3655 Marion Beckham Drive.

After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Revision of the final Planned Unit Development (PUD) site plan to remove Lot 1 from the development;
2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications;
3. Retention of the building sizes in square feet on the final PUD site plan;
4. Retention of the rights-of-way along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
5. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. 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

November 21, 2023
REVISED

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 951 Downtowner Boulevard & 3655 Marion Beckham Drive
MOD-002644-2023
McGill-Toolen Athletic Complex West Subdivision
Kari Givens, Byrd Surveying, Inc.
District 5
Subdivision of 2 lots, 26.8± acres

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

At it's meeting on October 5, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined that the following criteria prevail to support the Major Planned Unit Development (PUD) Modification request:

A. The request is consistent with all applicable requirements of this Chapter;
B. The request is compatible with the character of the surrounding neighborhood;
C. The request will not impede the orderly development and improvement of surrounding property;
D. The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
E. The request will minimize traffic hazards and traffic congestion on the public roads;
F. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. The request shall not be detrimental or endanger the public health, safety or general welfare; and
H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

Based on the above criteria, the Planning Commission voted to recommend Approval of the Major PUD Modification to the City Council, subject to the following conditions:

1. Revision of the final Planned Unit Development (PUD) site plan to remove Lot 1 from the development;
2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications;
3. Retention of the building sizes in square feet on the final PUD site plan;
4. Retention of the rights-of-way along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
5. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

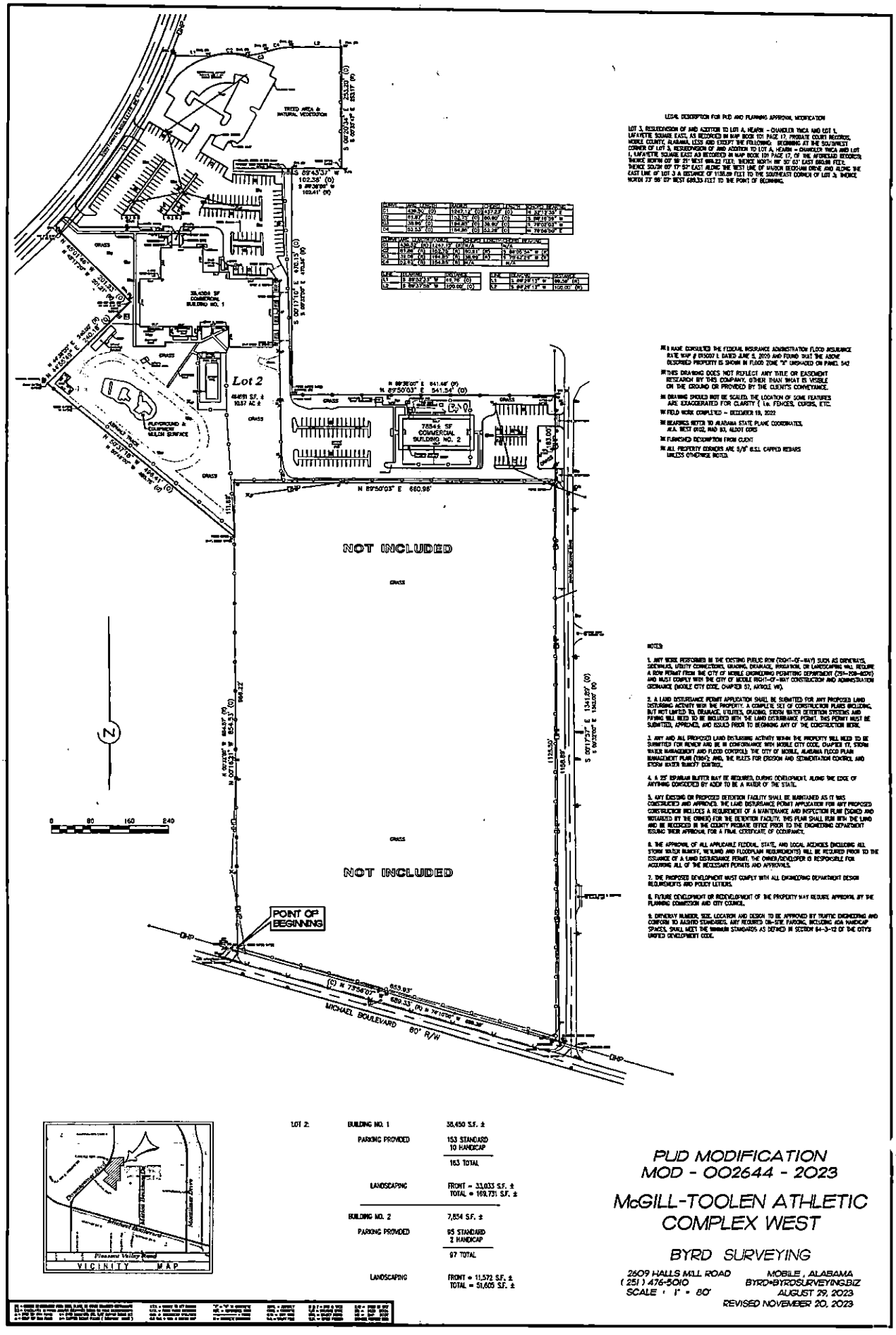
The advertising fee for this application based on the current legal description is $463.22. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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: 
Bert Hoffman
Deputy Director Long Range Planning


LEGAL DESCRIPTION FOR PUD AND PLANNING APPROVAL MODIFICATION
LOT 3, RESUBDIVISION OF AND ADDITION TO LOT A, HEARN - CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST, AS RECORDED IN MAP BOOK 101 PAGE 17, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, LESS AND EXCEPT THE FOLLOWING: BEGINNING AT THE SOUTHWEST CORNER OF LOT 3, RESUBDIVISION OF AND ADDITION TO LOT A, HEARN - CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST AS RECORDED IN MAP BOOK 101 PAGE 17, OF THE AFORESAID RECORDS; THENCE NORTH 00° 00' 21" WEST 694.82 FEET; THENCE NORTH 89° 50' 03" EAST 660.98 FEET; THENCE SOUTH 00° 17' 57" EAST ALONG THE WEST LINE OF MARION BECKHAM DRIVE AND ALONG THE EAST LINE OF LOT 3 A DISTANCE OF 1138.09 FEET TO THE SOUTHEAST CORNER OF LOT 3; THENCE NORTH 73° 56' 07" WEST 689.33 FEET TO THE POINT OF BEGINNING.
TREED AREA & NATURAL VEGETATION
38,450± SF COMMERCIAL BUILDING NO. 1
Lot 2
48,691 S.F. ± 1.117 AC ±
PLAYGROUND & COLUMBINE MULCH SURFACE
7,854± SF COMMERCIAL BUILDING NO. 2
N 89°50'03" E 660.98'
NOT INCLUDED
NOT INCLUDED
POINT OF BEGINNING
MICHAEL BOULEVARD
80' R/W
0 80 160 240
NOTES:
1. ANY WORK PERFORMED IN THE EXISTING PUBLIC ROW (RIGHT-OF-WAY) SUCH AS DRIVEWAYS, SIDEWALKS, UTILITY CONNECTIONS, GRADING, DRAINAGE, IRRIGATION, OR LANDSCAPING WILL REQUIRE A ROW PERMIT FROM THE CITY OF MOBILE ENGINEERING PERMITTING DEPARTMENT (251-208-6070) AND MUST COMPLY WITH THE CITY OF MOBILE RIGHT-OF-WAY CONSTRUCTION AND ADMINISTRATION ORDINANCE (MOBILE CITY CODE, CHAPTER 57, ARTICLE VIII).
2. A LAND DISTURBANCE PERMIT APPLICATION SHALL BE SUBMITTED FOR ANY PROPOSED LAND DISTURBING ACTIVITY WITH THE PROPERTY. A COMPLETE SET OF CONSTRUCTION PLANS INCLUDING, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, GRADING, STORM WATER DETENTION SYSTEMS AND PAVING WILL NEED TO BE INCLUDED WITH THE LAND DISTURBANCE PERMIT. THIS PERMIT MUST BE SUBMITTED, APPROVED, AND ISSUED PRIOR TO BEGINNING ANY OF THE CONSTRUCTION WORK.
3. ANY AND ALL PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY WILL NEED TO BE SUBMITTED FOR REVIEW AND BE IN CONFORMANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL; THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGEMENT PLAN (1984); AND, THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORM WATER RUNOFF CONTROL.
4. A 25' REPARIAN BUFFER MAY BE REQUIRED, DURING DEVELOPMENT, ALONG THE EDGE OF ANYWHERE CONSIDERED BY ADEM TO BE A WATER OF THE STATE.
5. ANY EXISTING OR PROPOSED DETENTION FACILITY SHALL BE MAINTAINED AS IT WAS CONSTRUCTED AND APPROVED. THE LAND DISTURBANCE PERMIT APPLICATION FOR ANY PROPOSED CONSTRUCTION INCLUDES A REQUIREMENT OF A MAINTENANCE AND INSPECTION PLAN (SIGNED AND NOTARIZED BY THE OWNER) FOR THE DETENTION FACILITY. THIS PLAN SHALL RUN WITH THE LAND AND BE RECORDED IN THE COUNTY PROBATE OFFICE PRIOR TO THE ENGINEERING DEPARTMENT ISSUING THEIR APPROVAL FOR A FINAL CERTIFICATE OF OCCUPANCY.
6. THE APPROVAL OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND APPROVALS.
7. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT DESIGN REQUIREMENTS AND POLICY LETTERS.
8. FUTURE DEVELOPMENT OR REDEVELOPMENT OF THE PROPERTY MAY REQUIRE APPROVAL BY THE PLANNING COMMISSION AND CITY COUNCIL.
9. 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 64-3-12 OF THE CITY'S UNIFIED DEVELOPMENT CODE.
VICINITY MAP
Dauphin Island Parkway
Airport Boulevard
Hamilton Drive
Pleasant Valley Road
LOT 2:
BUILDING NO. 1 38,450 S.F. ±
PARKING PROVIDED 153 STANDARD 10 HANDICAP 163 TOTAL
LANDSCAPING FRONT = 33,033 S.F. ± TOTAL = 169,731 S.F. ±
BUILDING NO. 2 7,854 S.F. ±
PARKING PROVIDED 95 STANDARD 2 HANDICAP 97 TOTAL
LANDSCAPING FRONT = 11,572 S.F. ± TOTAL = 51,605 S.F. ±
PUD MODIFICATION
MOD - 002644 - 2023
McGILL-TOOLEN ATHLETIC COMPLEX WEST
BYRD SURVEYING
2609 HALLS MILL ROAD MOBILE, ALABAMA
(251) 476-5010 BYRD@BYRDSURVEYING.BIZ
SCALE : 1" = 80' AUGUST 29, 2023
REVISED NOVEMBER 20, 2023

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 6, 2023

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 951 Downtowner Boulevard & 3655 Marion Beckham Drive
MOD-002644-2023
McGill-Toolen Athletic Complex West Subdivision
Kari Givens, Byrd Surveying, Inc.
District 5
Subdivision of 2 lots, 26.8± acres

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

After discussion, the Planning Commission determined that the following criteria prevail to support the Major Planned Unit Development (PUD) Modification request:

A. The request is consistent with all applicable requirements of this Chapter;
B. The request is compatible with the character of the surrounding neighborhood;
C. The request will not impede the orderly development and improvement of surrounding property;
D. The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
E. The request will minimize traffic hazards and traffic congestion on the public roads;
F. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. The request shall not be detrimental or endanger the public health, safety or general welfare; and
H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

Based on the above criteria, the Planning Commission voted to recommend Approval of the Major PUD Modification to the City Council, subject to the following conditions:

1. Revision of the final Planned Unit Development (PUD) site plan to remove Lot 1 from the development;
2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications;
3. Retention of the building sizes in square feet on the final PUD site plan;
4. Retention of the rights-of-way along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
5. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

The advertising fee for this application based on the current legal description is $423.32. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: _____
Bert Hoffman
Deputy Director Long Range Planning

MOBILE CITY PLANNING COMMISSION
September 15, 2023
PUBLIC HEARING NOTICE

Re: 951 Downtowner Boulevard & 3655 Marion Beckham Drive
MOD-002644-2023
McGill-Toolen Athletic Complex West Subdivision
Kari Givens, Byrd Surveying, Inc.
District 5
Modification to remove a lot from a previously approved Planned Unit Development

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, October 5, 2023, at 2:00 p.m. to consider your above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, October 4, 2023, to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
September 15, 2023
PUBLIC HEARING NOTICE

Re: 951 Downtowner Boulevard & 3655 Marion Beckham Drive
MOD-002644-2023
McGill-Toolen Athletic Complex West Subdivision
Kari Givens, Byrd Surveying, Inc.
District 5
Modification to remove a lot from a previously approved Planned Unit Development

Dear Property Owner(s):

This letter is to advise proper owners within 300 feet, as required by the City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, October 5, 2023, at 2:00 p.m., to consider the above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, October 4, 2023, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes. For additional information or assistance, please contact a Planner at (251) 208-5895.

City of Mobile · Planning & Zoning

Planning Commission Application

For hard copy submissions, SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

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

☐ **Planned Development**
Checklist C

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

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

---

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

	Applicant	Agent (If Applicable)
Name:	KARI GIVENS	
Firm:	BYRD SURVEYING	
Phone:	251-476-5010	
Email:	byrd@byrdsurveying.biz	
Address:	2609 HALLS MILL ROAD	

	Owner	Design Professional
Name:	MCGILL-TOOLEN CATHOLIC HIGH SCHOOL	
Firm:		
Phone:	251-445-2900	
Email:		
Address:	356 GOVERNMENT STREET, MOBILE 36602	

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

3655 MARION BECKHAM DRIVE & 951 DOWNTOWNER BOULEVARD — Property Address

1,167,255 SF — Property Area (acres or square feet)

#00556863#00559611#02110646#00558809#00556829 — Parcel Number(s) or Key Number(s)

B-1 — Present Zoning or Transect District

N/A — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature PRESIDENT — Date 9/1/2023

Kani P Given — Applicant or Agent Signature (if applicable) — Date 8/30/2023

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

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

Kani P. Given — Applicant or Agent Signature — Date 8/30/2023

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

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

- ☒ Planning Commission Application
- ☒ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   THIS PROPOSAL SHOULD NOT AFFECT THE COMPREHENSIVE PLAN SINCE WE ARE ONLY SEPARATING PROPERTY INTO TWO LOTS.

   CAT - PARKS & OPEN SPACE
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   THERE ARE NO CHANGES PLANNED FOR THE BUILDINGS, PARKING, OR USE, THEREFORE THIS PROPOSAL SHOULD NOT AFFECT THE SURROUNDING NEIGHBORHOOD.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   IT SHOULD NOT AFFECT THE ADJACENT PROPERTIES.

4. Does the site design include adequate public facilities and utilities? ☒ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ☒ Yes ☐ No

6. Please provide the following information:

☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
BUILDING 1 IS APPROXIMATELY 28' TALL. BUILDING 2 IS APPROXIMATELY 16' TALL.

☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
AS SHOWN ON PLAT.

☐ Lighting:
AS SHOWN ON PLAT.

☐ Hours of operation:

☐ Other conditions that are unique to the use of the property:

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.
THE USE IS NOT DETRIMENTAL TO THE PUBLIC HEALTH.

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

CONTACT INFORMATION and SIGNATURES – for online applications
Mobile City Planning Commission and Board of Zoning Adjustment

APPLICANT(S)

The undersigned submits the associated application for consideration by the Mobile City Planning Commission or the Board of Zoning Adjustments.

Kari P. Givens Date: 8/30/2023

Signature of owner or authorized agent of owner is required to file (if applicant is not the owner).

Type name:	KARI P. GIVENS
Business Name:	BYRD SURVEYING, INC.
Address:	2609 HALLS MILL ROAD
City, State, Zip Code:	MOBILE, ALABAMA 36606
Telephone: 251-476-5010	Email:

PROPERTY OWNER(S)

Signature of property owner, or letter (separately attached electronically) from (each) property owner authorizing applicant to submit application.

Signature: [signature] Date: 9/1/2023

PRESIDENT

Type name:	MCGILL-TOOLEN CATHOLIC HIGH SCHOOL
Business Name:	
Address:	356 GOVERNMENT STREET
City, State, Zip Code:	MOBILE, AL 36602
Telephone: 251-445-2900	Email:

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

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

Signature: [signature] Date: 9/1/2023

PRESIDENT

Type name: MCGILL-TOOLEN CATHOLIC HIGH SCHOOL

Use additional pages / copies of this form as needed.

LOT 3, RESUBDIVISION OF AND ADDITION TO LOT A, HEARIN-CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST, AS RECORDED IN MAP BOOK 101 PAGE 17, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

DESCRIPTION AND JUSTIFICATION FOR PROPOSED "MCGILL-TOOLEN ATHLETIC COMPLEX WEST" MODIFIED PUD APPLICATION

THE OWNER IS SELLING PROPOSED LOT 2 AND WOULD LIKE TO RELEASE PROPOSED LOT 1 FROM THE EXISTING PUD.

Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, AL 36606

McGill-Toolen Catholic High School
356 Government Street
Mobile, AL 36602

City of Mobile
Office of City Clerk
205 Government Street
Mobile, AL 36644

First Assembly of God
1251 Montrose Street
Mobile, AL 36605

Omni Joint Venture
3742 Professional Parkway
Mobile, AL 36609

Gordon L. Spafford
20933 County Road 49
Silverhill, AL 36576

Gulf Health Properties, Inc.
P. O. Box 2226
Mobile, AL 36652

Norman K. Webster
2229 Magnolia Ave. S.
Birmingham, AL 35205

Terre des Petits-Enfants, LLC
955 Downtowner Blvd.
Mobile, AL 36609

LSG Lafayette Square, LLC
c/o The Lightstone Group
1985 Cedar Bridge Avenue
Lakewood, NJ 08701

Pine Bend & Hamptons Park, LLC
c/o The Lightstone Group
1985 Cedar Bridge Avenue #1
Lakewood, NJ 08701

Davis Family Investment, LLC
1908 Twin Oaks Court
Mobile, AL 36695

Professional Parkway Properties, LLC
1000 Downtowner Blvd.
Mobile, AL 36609

James Rather & Jacquelyn Schwartz
3762 Professional Parkway
Mobile, AL 36609

Richard & Marla Lovett
3766 Professional Parkway
Mobile, AL 36609

Marilyn Moore
6728 Somerby Lane
Mobile, AL 36695

JWO Investments, LLC
3755 Professional Pkwy, Suite B
Mobile, AL 36609

Crescent Properties, LLC
7691 Rockstone Lane S.
Mobile, AL 36695

TSCAD, LLC
c/o Black Dog Investments, LLC
15997 Scenic Highway 98
Fairhope, AL 36532

Professional Parkway Properties, LLC
P. O. Box 991801
Mobile, AL 36691

Gulf Regional Early Childhood Services
3100 Cottage Hill Road, Building 4
Mobile, AL 36604

Rene Marques
3775-B Professional Parkway
Mobile, AL 36609

Stephen & Linda Haidt
1009 Downtowner Blvd.
Mobile, AL 36609

Efren B. Bardos
3610 Heritage Drive N.
Mobile, AL 36609

Reese & Amanda Grayson
3612 Heritage Drive N.
Mobile, AL 36609

Kenneth & Rebecca Anderson
3614 Heritage Drive N.
Mobile, AL 36609

Lan Phuong Nguyen
6063 Southbend Drive S.
Mobile, AL 36619

Tracy E. Lee
3618 Heritage Drive N.
Mobile, AL 36609

Dennis & Sandretta Butler, Jr.
3620 Heritage Drive N.
Mobile, AL 36609

Chester Thomas
3622 Heritage Drive N.
Mobile, AL 36609

Hoang Bui & Linda La
13212 Bowen Street
Garden Grove, CA 92843

Emanuel King, Jr.
3800 Cypress Shores Drive N.
Mobile, AL 36619

Willie G. Demings
3628 N. Heritage Drive
Mobile, AL 36609

Chantel M. Crum
3650 N. Heritage Drive
Mobile, AL 36609

A & D Properties, LLC
8781 Three Notch Road
Mobile, AL 36619

Cheryl E. McGee
3656 Heritage Drive N.
Mobile, AL 36609

Angela Gibbs
3750 Heritage Drive N.
Mobile, AL 36609

Andrew Kammer
3752 N. Heritage Drive
Mobile, AL 36609

Keysha & Jimmie Marshall
3754 Heritage Drive N.
Mobile, AL 36609

Agenda Item #: 6

SUB-002643-2023, MOD-002644-2023 & MOD-002646-2023

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Planned Unit Development Modification

Applicant Materials for Consideration – Planning Approval Modification

DETAILS

Location:
951 Downtowner Boulevard & 3655 Marion Beckham Drive

Applicant / Agent:
Kari Givens, Byrd Surveying, Inc.

Property Owner:
McGill-Toolen Catholic High School

Current Zoning:
B-1, Buffer Business Suburban District

Future Land Use:
Mixed Commercial Corridor & Parks and Open Space

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

Schedule for Development:
- N/A

Proposal:
- Subdivision approval to create two (2) legal lots of record
- Modification of a previously approved Planned Unit Development
- Modification of a previously approved Planning Approval

Considerations:
1. Subdivision proposal with eleven (11) conditions;
2. Modification of a previously approved Planned Unit Development with seven (7) conditions; and
3. Modification of a previously approved Planning Approval with seven (7) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 5
Exhibits 8

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 6 DATE October 5, 2023

APPLICANT McGill-Toolen Athletic Complex West Subdivision

REQUEST Subdivision, PUD Modification, PA Modification

N

NTS

SITE HISTORY

In 1994, a Planning Approval and PUD were approved to allow the addition of day care services to an existing community services facility (YMCA) and to allow multiple buildings on a single building site. The Planning Approval was amended in 2000, and modifications to the PUD occurred in 1994, 1998, and 2000.

Rezoning of the property from R-1, Single-Family Residential District, to B-1, Buffer Business District, was adopted by City Council at its November 29, 1994 meeting, subject to approval of a Planned Unit Development (PUD) and compliance with the residential buffer requirements of the Zoning Ordinance.

Subdivision of the site to create a single legal lot of record was approved in 1998 and the plat was recorded in 1999. In 2003, subdivision of the lot into three (3) legal lots of record, to include vacated right-of-way along Downtowner Boulevard, was approved and the plat was subsequently recorded.

A Sidewalk Waiver was approved in 1999 to waive construction of a sidewalk along what is now named Marion Beckham Drive, from Michael Boulevard to Matthews Park.

There have been no Board of Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

Subdivision

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Dedicate the corner radius (25' minimum or as approved by the City Engineer and Traffic Engineer) at the southeast corner of LOT 1 to the City of Mobile, and list the amount of dedicated acreage.
C. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 23 - #76) LOTS 1 and 2 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – NONE AND LOT 2 – 88,500 sf.
D. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Planned Unit Development Modification (MOD-002644-2023)

1. Retain NOTES #1 - #7, as shown on the PUD APPLICATION drawing.

Planning Approval Modification (MOD-002646-2023)

No comments.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

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

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

Planning Comments:

Subdivision

The purpose of the subdivision request is to subdivide one (1) legal lot of record into two (2) legal lots of record. The site is served by public water and sanitary sewer.

Proposed Lot 1 has frontage along Michael Boulevard, a Major Collector Street requiring a 100-foot right-of-way, and Marion Beckham Drive (formerly Mathews Park Road), a minor street without curb and gutter requiring a 60-foot right-of-way. The preliminary plat depicts an 80-foot right-of-way along Michael Boulevard and a 50-foot right-of-way along Marion Beckham Drive. At the time of the 1998 and 2003 subdivision applications, dedication was not required along either street. With this application, the Commission may again consider any dedication requirements.

If approved, the Final Plat should be revised to illustrate dedication of at least a 25-foot corner radius at the intersection of Michael Boulevard and Marion Beckham Road, in compliance with Section 6.B.12 of the Subdivision Regulations.

Proposed Lot 2 has frontage along Downtowner Boulevard, a Minor Arterial street with curb and gutter and an 80-foot right-of-way at this location. The preliminary plat depicts sufficient right-of-way; therefore, no additional dedication should be required.

Both lots, as proposed, will exceed the minimum size requirements for lots served by public water and sanitary sewer in a B-1, Buffer Business Suburban District. Each lot is labeled with its size in both square feet and acres on the preliminary plat, and this information should be retained on the Final Plat, if approved, adjusted for any required dedication; or the provision of a table on the Final Plat with the same information will suffice.

A 25-foot building setback line is illustrated along Downtowner Boulevard, Marion Beckham Road, and Michael Boulevard, in compliance with Article 2 Section 64-2-10.E. of the UDC. This information should be retained on the Final Plat, if approved, adjusted for any required dedication.

Access and utility easements are illustrated on proposed Lot 2. As such, if approved, a note should be placed on the Final Plat stating no structures shall be constructed in any easement without permission from the easement holder.

Planned Unit Development and Planning Approval Modifications

The most recently approved PUD allowed for multiple buildings on a single building site, and shared access and parking between multiple building sites. The Planning Approval allowed for the addition of day care services to an existing community services facility. Detailed descriptions of both requests are available at via the links on page 1 of this report. In summary there are no proposed physical modifications to the PUD or Planning Approval site; the applicant is simply amending the most recently approved Subdivision, PUD and Planning Approval to remove a portion of the property, proposed Lot 1, from the PUD and Planning Approval.

The site plans reflect the changes proposed by the Subdivision request, and illustrate that proposed Lot 1 is undeveloped while proposed Lot 2 is developed with multiple buildings associated with the use of the property as a community services and day care facility. If approved, the PUD and Planning Approval site plans should be revised to remove Lot 1 and only depict Lot 2.

The size of each proposed lot is depicted in both square feet and acres, and the size of each existing building is provided in square feet. This information should be retained on the Final PUD and Planning Approval site plans for Lot 2, if approved, adjusted for any required dedication.

The rights-of-way for each abutting street are also illustrated on the site plans and should be retained for Lot 2 on the Final PUD and Planning Approval site plans, if approved, adjusted for any required dedications resulting from the Subdivision request.

It should be noted that future development or redevelopment of proposed Lot 2 may require additional modifications of the PUD and Planning Approval to be approved by the Planning Commission and City Council. A note stating as much should be placed on the recorded site plans, if approved. Proposed Lot 1 is subject to full compliance with the development standards of the UDC.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

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

1. Revision of the plat to illustrate dedication sufficient to provide 50 feet from the centerline of Michael Boulevard;
2. Revision of the plat to illustrate dedication sufficient to provide 30 feet from the centerline of Marion Beckham Road;
3. Dedication of at least a 25-foot corner radius at the intersection of Michael Boulevard and Marion Beckham Road, in compliance with Section 6.B.12 of the Subdivision Regulations;
4. Retention of the right-of-way width along Downtowner Boulevard;
5. Retention of the lot size labels in both square feet and acres, or provision of a table on the Final Plat with the same information, adjusted for dedication;
6. Retention of the 25-foot minimum building setback line along Downtowner Boulevard, Michael Boulevard, and Marion Beckham Road, as required by Section 64-2-10.E. of the Unified Development Code, adjusted for any dedication;
7. Provision of a note on the Final Plat stating no structures shall be constructed in any easement without permission from the easement holder;
8. Compliance with all Engineering comments noted in this staff report;
9. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
10. Compliance with all Urban Forestry comments noted in this staff report; and,
11. Compliance with all Fire Department comments noted in this staff report.

PLANNED UNIT DEVELOPMENT / PLANNING APPROVAL MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planned Unit Development / Planning Approval Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    b. Includes adequate public facilities and utilities;

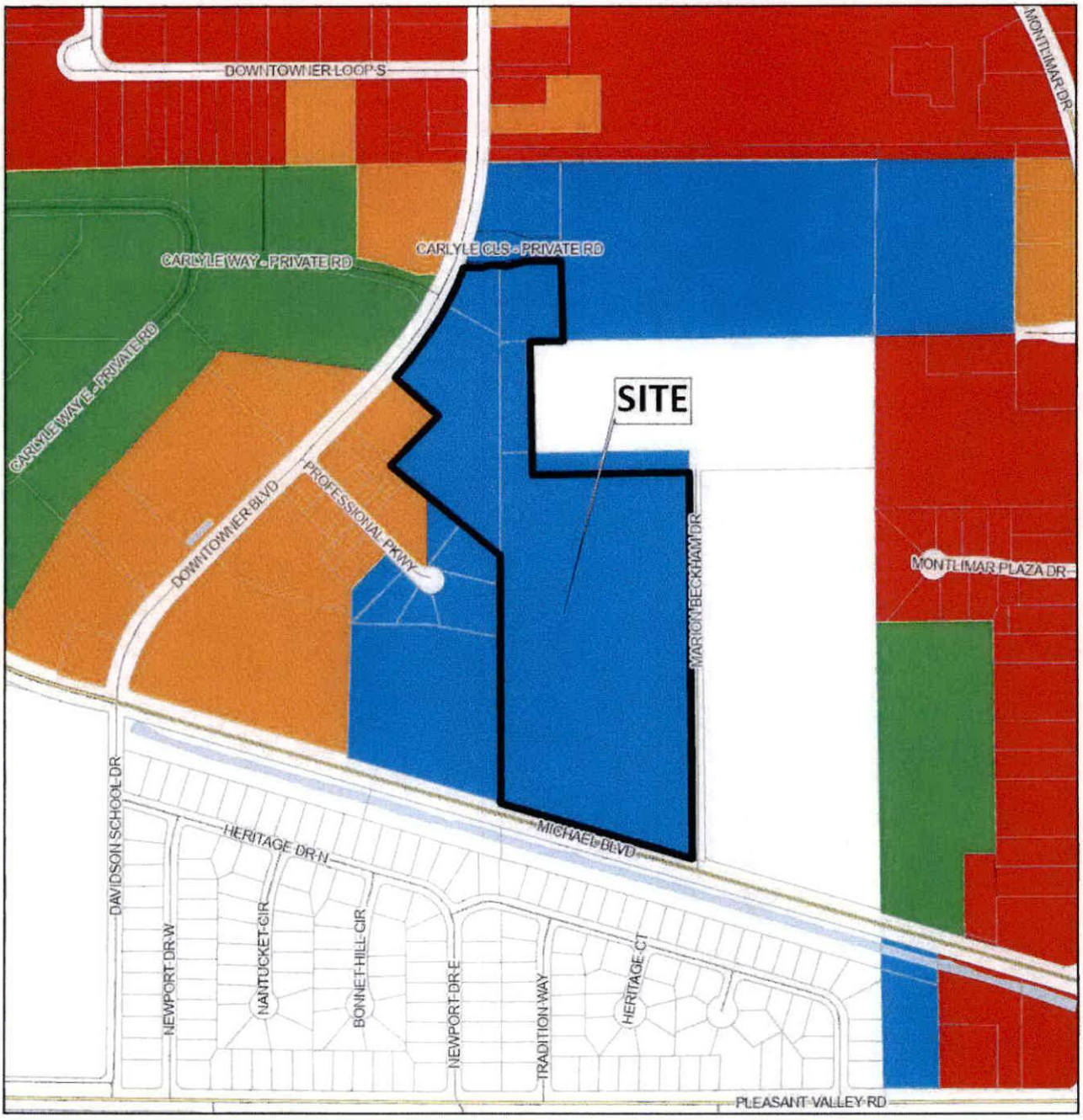
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planned Unit Development / Planning Approval, the following conditions should apply:

1. Revision of the final Planned Unit Development (PUD) and Planning Approval site plans to remove Lot 1 from the development;
2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications;
3. Retention of the building sizes in square feet on the final PUD and Planning Approval site plans;
4. Retention of the rights-of-way along all streets on the Final Site Plans, adjusted for any required dedications resulting from the Subdivision request;
5. Provision of a note on the Final PUD and Planning Approval site plans stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development and Planning Approval site plans prior to their recording in Probate Court, and the provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 6 DATE October 5, 2023

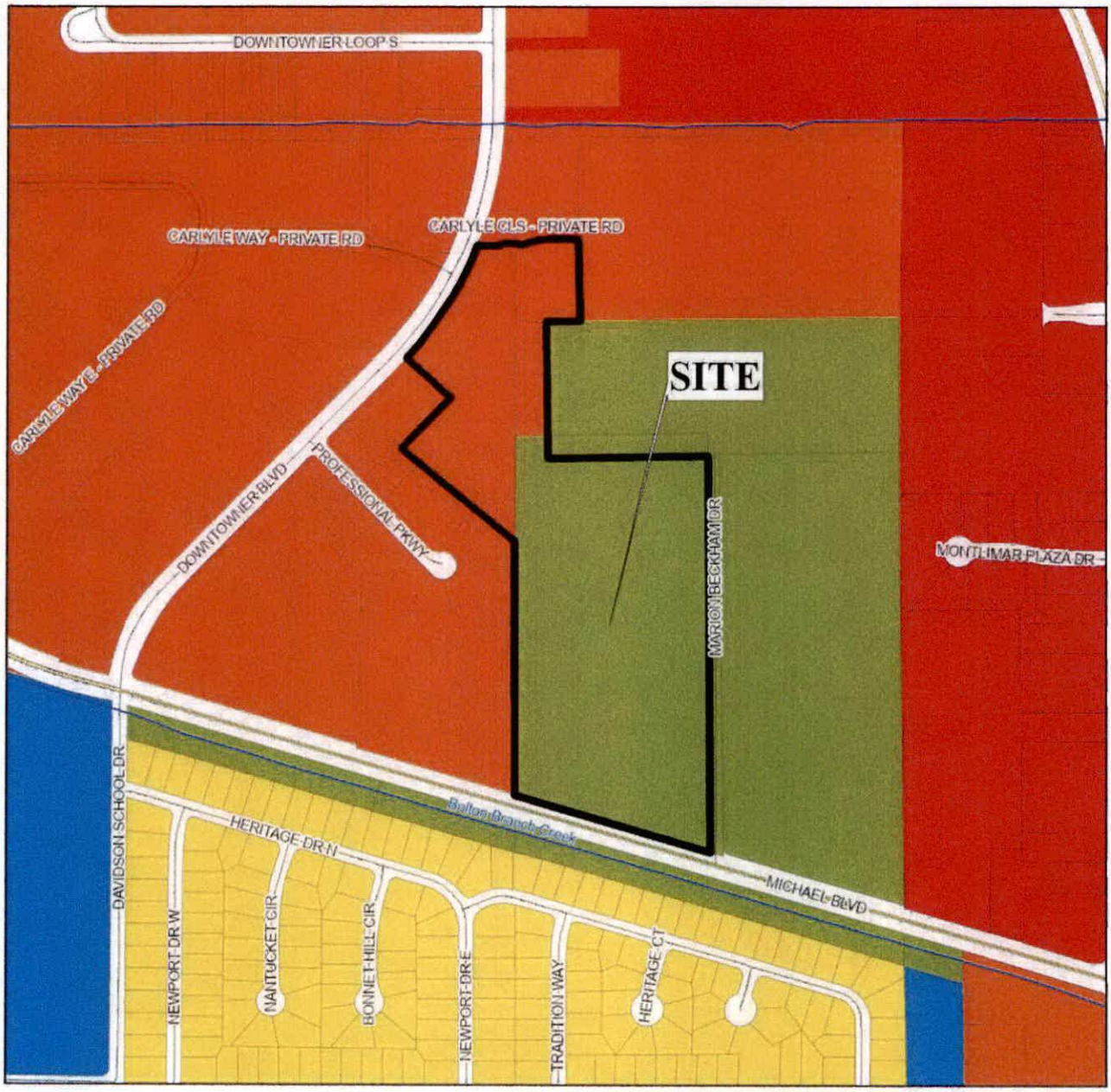
APPLICANT McGill-Toolen Athletic Complex West Subdivision

REQUEST Subdivision, PUD Modification, PA Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 6 DATE October 5, 2023

APPLICANT McGill-Toolen Athletic Complex West Subdivision

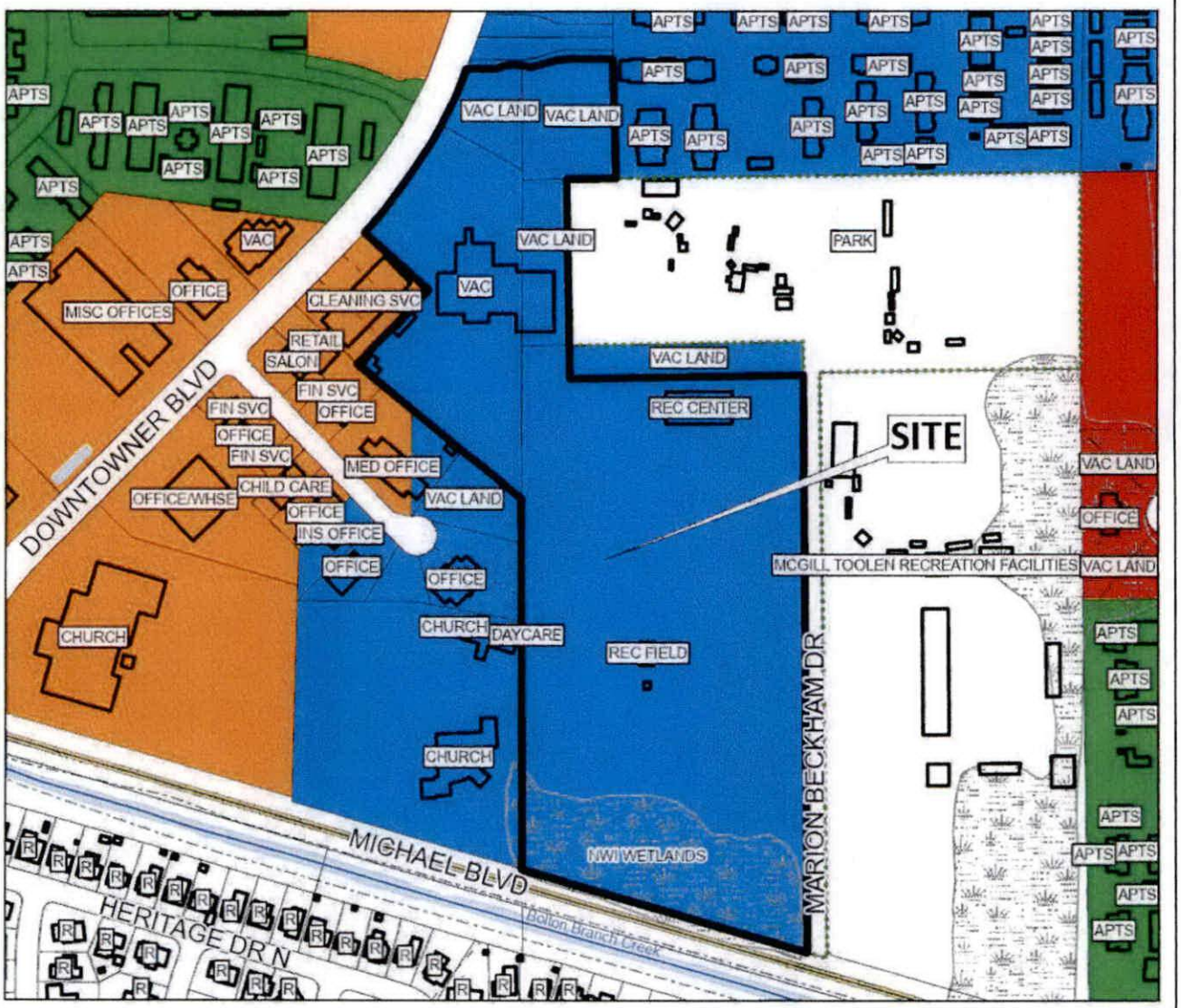
REQUEST Subdivision, PUD Modification, PA Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 6 DATE October 5, 2023

APPLICANT McGill-Toolen Athletic Complex West Subdivision

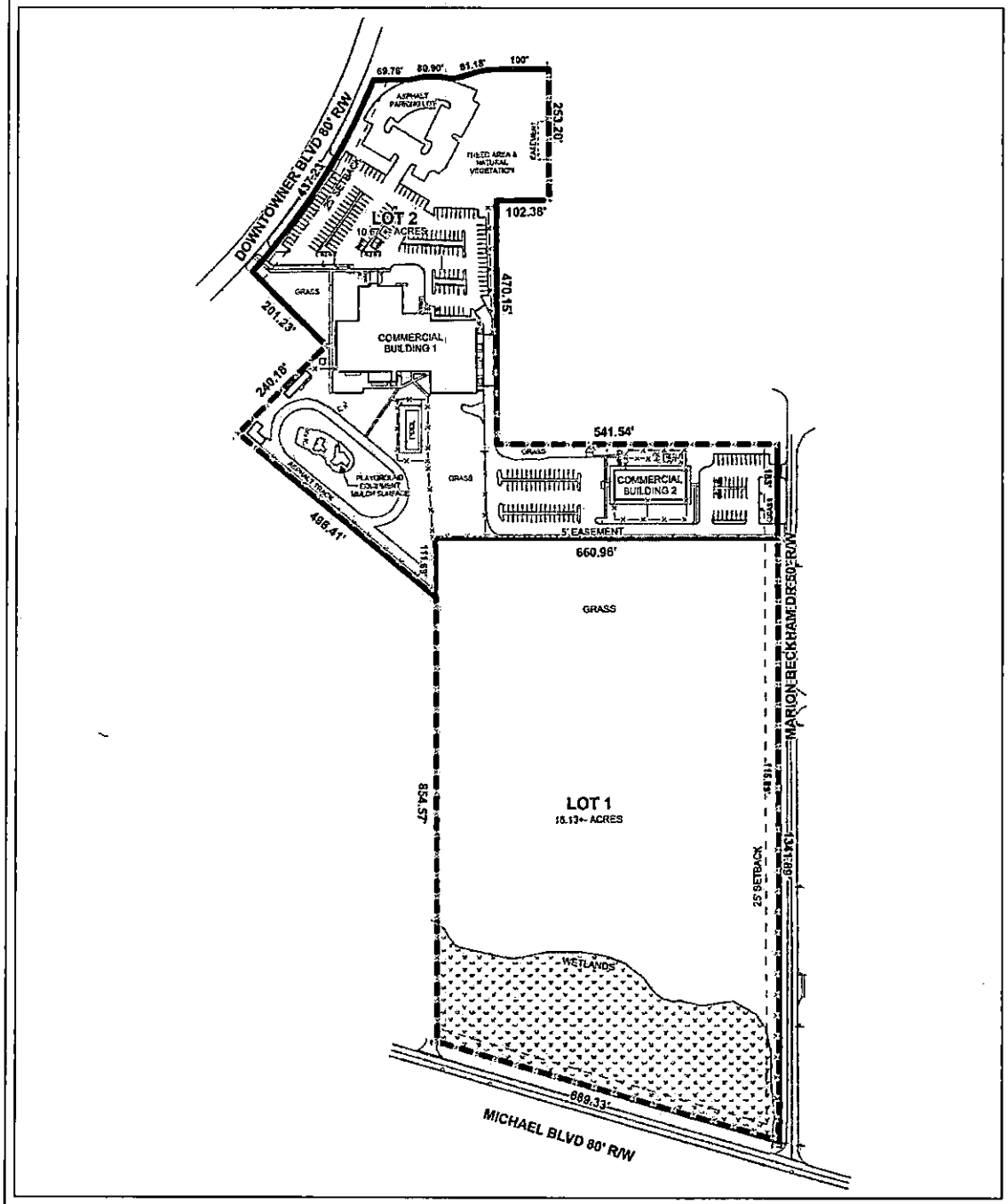
REQUEST Subdivision, PUD Modification, PA Modification

R-A R-1 R-2 R-3 R-B H-B B-1 T-B LB-2 B-2 B-3 B-4 B-5 CW MM ML MH I-1 I-2 PD MUN OPEN SD SD-WH T-3 T-4 T-5.1 T-5.2 T-6

N

NTS

SITE PLAN



The site plan illustrates the proposed lots, buildings, parking, setbacks, and easements.

APPLICATION NUMBER	6	DATE	October 5, 2023
APPLICANT	McGill-Toolen Athletic Complex West Subdivision		
REQUEST	Subdivision, PUD Modification, PA Modification		

N

NTS

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

Zoning District Correspondence Matrix

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

MIXED COMMERCIAL CORRIDOR (MCC)

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

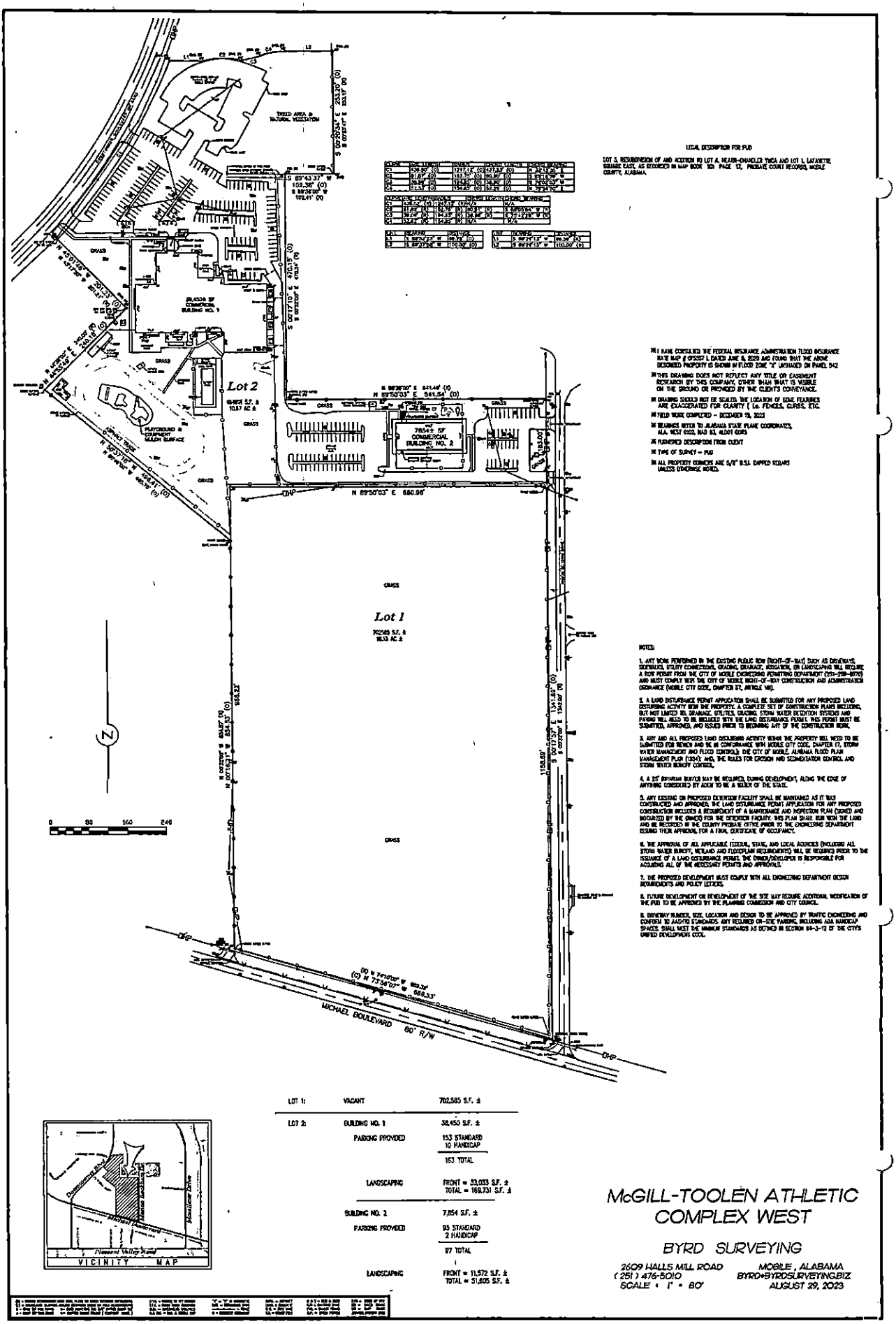
This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

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

Parks and Open Space (POS)

This designation applies to parkland maintained in a natural, semi-natural state, or developed with facilities and set aside for human enjoyment and recreation or for the protection of wildlife or natural habitats. Parks may include squares, playgrounds, playfields, gardens, greens, greenways and blueways, and other recreational areas and facilities that are accessible to the public. Open space may include any open piece of land, publicly or privately held, that is undeveloped (has no buildings or other built structures). This designation is not intended to identify public land acquisition or to prohibit the development potential of individual properties.

The designation applies to all existing and future parks and open space within the City, including both active and passive uses. Open space, including public access to water bodies, is generally consistent with all other land use categories, i.e., a park can be located within any other land use category, either incidental to a development or as part of a publicly-owned or publicly-sponsored local, community or regional park. Therefore, a Parks and Open Space designation is deemed consistent with all land use categories in the Future Land Use Map.



LEGAL DESCRIPTION FOR PUD

LOT 3, RESUBDIVISION OF AND ADDITION TO LOT A, HEARN-CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST, AS RECORDED IN MAP BOOK 103 PAGE 17, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD INSURANCE RATE MAP # 01500? I, DATED JUNE 6, 2529 AND FOUND THAT THE ABOVE DESCRIBED PROPERTY IS SHOWN IN FLOOD ZONE "X" UNSHADED ON PANEL 542

THIS DRAWING DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH BY THIS COMPANY, OTHER THAN WHAT IS VISIBLE ON THE GROUND OR PROVIDED BY THE CLIENT'S CONVEYANCE.

DRAWING SHOULD NOT BE SCALED. THE LOCATION OF SOME FEATURES ARE EXAGGERATED FOR CLARITY (i.e. FENCES, CURBS, ETC.

FIELD WORK COMPLETED – DECEMBER 19, 2022

BEARINGS REFER TO ALABAMA STATE PLANE COORDINATES, ALA. WEST 0102, NAD 83, ALDOT CORS

FURNISHED DESCRIPTION FROM CLIENT

TYPE OF SURVEY – PUD

ALL PROPERTY CORNERS ARE 5/8" R.S.I. CAPPED REBARS UNLESS OTHERWISE NOTED.

NOTES:

1. ANY WORK PERFORMED IN THE EXISTING PUBLIC ROW (RIGHT-OF-WAY) SUCH AS DRIVEWAYS, SIDEWALKS, UTILITY CONNECTIONS, GRADING, DRAINAGE, EROSION, 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 WITHIN 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 TO BE IN CONFORMANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL; THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGEMENT PLAN (1984); AND, THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORM WATER RUNOFF CONTROL.

4. A 25' BUFFER MAY BE REQUIRED, DURING DEVELOPMENT, ALONG THE EDGE OF ANYTHING CONSIDERED BY ADEM TO BE A WATER OF THE STATE.

5. ANY EXISTING OR PROPOSED DETENTION FACILITY SHALL BE MAINTAINED AS IT WAS CONSTRUCTED AND APPROVED. THE LAND DISTURBANCE PERMIT APPLICATION FOR ANY PROPOSED CONSTRUCTION INCLUDES A RESUBMITTAL OF A MAINTENANCE AND INSPECTION PLAN (SIGNED AND NOTARIZED BY THE OWNER) FOR THE DETENTION FACILITY. THIS PLAN SHALL RUN WITH THE LAND AND BE RECORDED IN THE COUNTY PROBATE OFFICE PRIOR TO THE ENGINEERING DEPARTMENT ISSUING THEIR APPROVAL FOR A FINAL CERTIFICATE OF OCCUPANCY.

6. THE APPROVAL OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND APPROVALS.

7. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT DESIGN REQUIREMENTS AND POLICY LETTERS.

8. FUTURE DEVELOPMENT OR REDEVELOPMENT OF THE SITE MAY REQUIRE ADDITIONAL MODIFICATION OF THE PUD TO BE APPROVED BY THE PLANNING COMMISSION AND CITY COUNCIL.

9. DRIVEWAY NUMBER, SIZE, LOCATION AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO ASSHTO STANDARDS. ANY REQUIRED ON-SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHALL MEET THE MINIMUM STANDARDS AS OUTLINED IN SECTION 64-3-12 OF THE CITY'S UNIFIED DEVELOPMENT CODE.

LOT 1:	VACANT	702,585 S.F. ±
LOT 2:	BUILDING NO. 1	38,450 S.F. ±
	PARKING PROVIDED	153 STANDARD 10 HANDICAP 163 TOTAL
	LANDSCAPING	FRONT = 33,033 S.F. ± TOTAL = 169,731 S.F. ±
	BUILDING NO. 2	7,854 S.F. ±
	PARKING PROVIDED	93 STANDARD 2 HANDICAP 97 TOTAL
	LANDSCAPING	FRONT = 11,572 S.F. ± TOTAL = 51,605 S.F. ±

McGILL-TOOLEN ATHLETIC COMPLEX WEST

BYRD SURVEYING

2609 HALLS MILL ROAD
(251) 476-5010
SCALE: 1" = 80'

MOBILE, ALABAMA
BYRD@BYRDSURVEYING.BIZ
AUGUST 29, 2023

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	11/30/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/30/2023 - 2:32 PM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification
of a Previously Approved Planning Approval
located at 951 Downtowner Boulevard and
3655 Marion Beckham Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **December 5, 2023**, a public hearing will be held on the **2nd** day of **January, 2024** at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a Planned Unit Development located at 951 Downtowner Boulevard and 3655 Marion Beckham Drive.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planning Approval was approved on September 7, 2000 to allow the expansion of an existing health club/fitness center in a B-1, Buffer Business district on property located at 951 Downtowner Boulevard and 3655 Marion Beckham Drive and described as follows:

LOT 3, RESUBDIVISION OF AND ADDITION TO LOT A, HEARIN – CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST, AS RECORDED IN MAP BOOK 101 PAGE 17, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, LESS AND EXCEPT THE FOLLOWING: BEGINNING AT THE SOUTHWEST CORNER OF LOT 3, RESUBDIVISION OF AND ADDITION TO LOT A, HEARIN – CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST AS RECORDED IN MAP BOOK 101 PAGE 17, OF THE AFORESAID RECORDS; THENCE NORTH 00° 16' 21" WEST 966.22 FEET; THENCE NORTH 89° 50' 03" EAST 660.96 FEET; THENCE SOUTH 00° 17' 57" EAST ALONG THE WEST LINE OF MARION BECKHAM DRIVE AND ALONG THE EAST LINE OF LOT 3 A DISTANCE OF 1158.89 FEET TO THE SOUTHEAST CORNER OF LOT 3; THENCE NORTH 73° 56' 07" WEST 689.33 FEET TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of the Planning Approval on September 1, 2023 to remove a lot from a previously approved Planning Approval.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on October 5, 2023 and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Revision of the final Planning Approval site plan to remove Lot 1 from the development;
2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications;

3. Retention of the building sizes in square feet on the final Planning Approval site plan;
4. Retention of the rights-of-way along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
5. Provision of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

A. Is consistent with all applicable requirements of this Chapter;
B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property;
D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
E. Will minimize traffic hazards and traffic congestion on the public roads;
F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. Shall not be detrimental or endanger the public health, safety or general welfare; and
H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

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

Section One: That the modification of the Planning Approval is hereby approved with the following required conditions:

1. Revision of the final Planning Approval site plan to remove Lot 1 from the development;
2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications;
3. Retention of the building sizes in square feet on the final Planning Approval site plan;
4. Retention of the rights-of-way along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
5. Provision of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 2nd day of January, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 13th day of December, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 951 Downtowner Boulevard and 3655 Marion Beckham Drive.

The proposed amendment will modify a Planning Approval that was approved for said location on September 7, 2000. The owner of said property has applied for a Major Modification of the Planning Approval to remove a lot from a previously approved Planning Approval. If approved, the Major Modification will remove a lot from a previously approved Planning Approval subject to the following proposed conditions: 1. Revision of the final Planning Approval site plan to remove Lot 1 from the development; 2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications; 3. Retention of the building sizes in square feet on the final Planning Approval site plan; 4. Retention of the rights-of-way along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request; 5. Provision of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council; 6. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 7. Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planning Approval was approved on September 7; 2000 to allow the expansion of an existing health club/fitness center in a B-1, Buffer Business district on property located at 951 Downtowner Boulevard and 3655 Marion Beckham Drive and described as follows:

LOT 3, RESUBDIVISION OF AND ADDITION TO LOT A, HEARIN – CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST, AS RECORDED IN MAP BOOK 101 PAGE 17, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, LESS AND EXCEPT THE FOLLOWING: BEGINNING AT THE SOUTHWEST CORNER OF LOT 3, RESUBDIVISION OF AND ADDITION TO LOT A, HEARIN – CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST AS RECORDED IN MAP BOOK 101 PAGE 17, OF THE AFORESAID RECORDS; THENCE NORTH 00° 16' 21" WEST 966.22 FEET; THENCE NORTH 89° 50' 03" EAST 660.96 FEET; THENCE SOUTH 00° 17' 57" EAST ALONG THE WEST LINE OF MARION BECKHAM DRIVE AND ALONG THE EAST LINE OF LOT 3 A DISTANCE OF 1158.89 FEET TO THE SOUTHEAST CORNER OF LOT 3; THENCE NORTH 73° 56' 07" WEST 689.33 FEET TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of the Planning Approval on September 1, 2023 to remove a lot from a previously approved Planning Approval.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on October 5, 2023 and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Revision of the final Planning Approval site plan to remove Lot 1 from the development;
2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications;
3. Retention of the building sizes in square feet on the final Planning Approval site plan;
4. Retention of the rights-of-way along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
5. Provision of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

A. Is consistent with all applicable requirements of this Chapter;

B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property;
D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
E. Will minimize traffic hazards and traffic congestion on the public roads;
F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. Shall not be detrimental or endanger the public health, safety or general welfare; and
H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

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

Section One: That the modification of the Planning Approval is hereby approved with the following required conditions:

1. Revision of the final Planning Approval site plan to remove Lot 1 from the development;
2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications;
3. Retention of the building sizes in square feet on the final Planning Approval site plan;
4. Retention of the rights-of-way along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
5. Provision of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. 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

McGill-Toolen Athletic Complex West (Kari Givens, Byrd Surveying, Inc., Agent)
951 Downtowner Boulevard and 3655 Marion Beckham Drive
Council District 5
Joel Daves

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

November 29, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of October 5, 2023 considered the request of McGill-Toolen Athletic Complex West (Kari Givens, Byrd Surveying, Inc., Agent), for a Major Modification of a previously approved Planning Approval to remove a lot from a previously approved Planning Approval for the property located at 951 Downtowner Boulevard & 3655 Marion Beckham Drive.

After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Revision of the final Planning Approval site plan to remove Lot 1 from the development;
2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications;
3. Retention of the building sizes in square feet on the final Planning Approval site plan;
4. Retention of the rights-of-way along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
5. Provision of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. 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

November 21, 2023
REVISED

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 951 Downtowner Boulevard & 3655 Marion Beckham Drive
MOD-002646-2023
McGill-Toolen Athletic Complex West Subdivision
Kari Givens, Byrd Surveying, Inc.
District 5
Subdivision of 2 lots, 26.8± acres

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

At its meeting on October 5, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined that the following criteria prevail to support the Major Planning Approval Modification request:

A. The request is consistent with all applicable requirements of this Chapter;
B. The request is compatible with the character of the surrounding neighborhood;
C. The request will not impede the orderly development and improvement of surrounding property;
D. The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
E. The request will minimize traffic hazards and traffic congestion on the public roads;
F. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. The request shall not be detrimental or endanger the public health, safety or general welfare; and
H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

Based on the above criteria, the Planning Commission voted to recommend Approval of the Major Planning Approval Modification to the City Council, subject to the following conditions:

1. Revision of the final Planning Approval site plan to remove Lot 1 from the development;
2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications;
3. Retention of the building sizes in square feet on the final Planning Approval site plan;
4. Retention of the rights-of-way along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
5. Provision of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

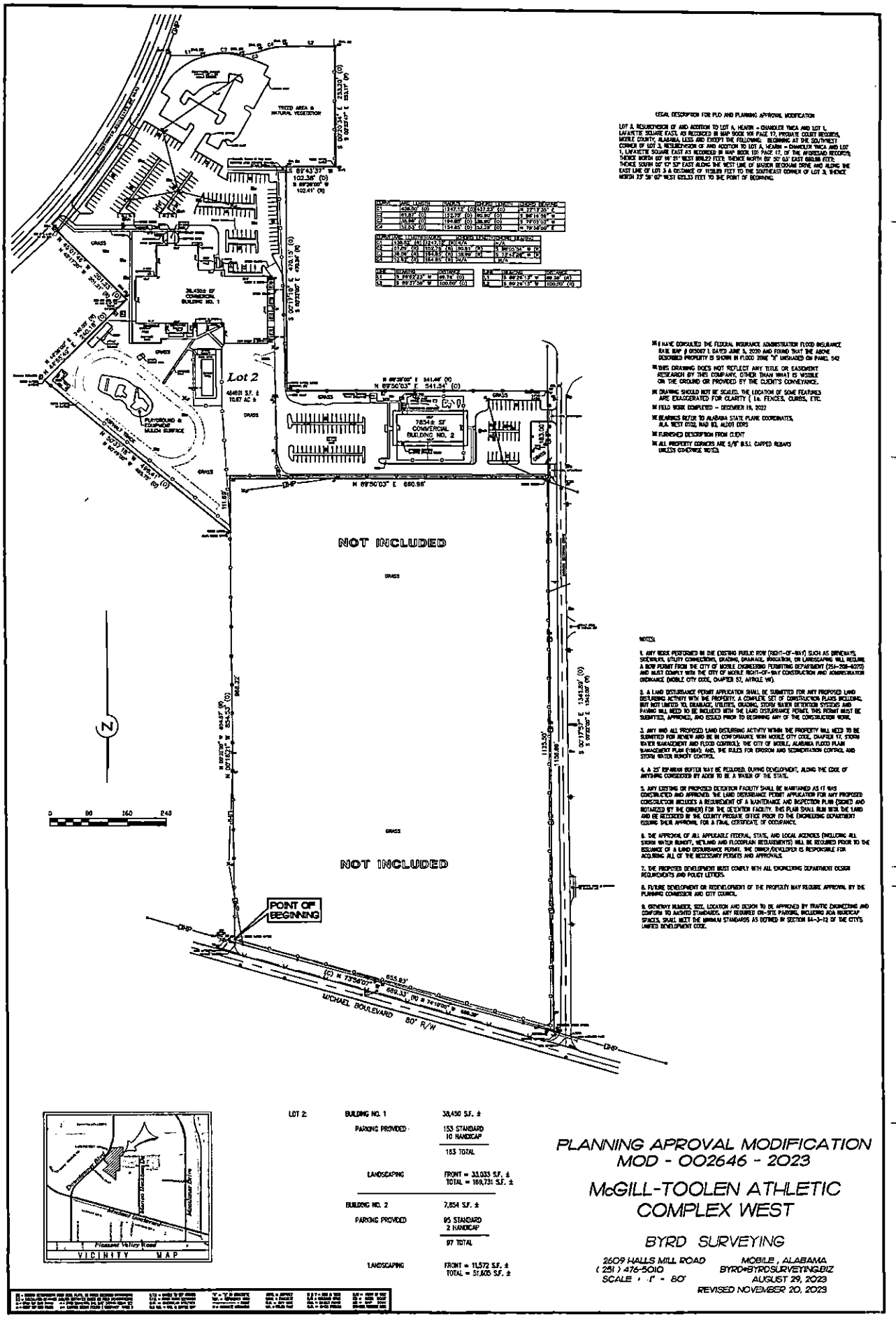
The advertising fee for this application based on the current legal description is $463.60. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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: 
Bert Hoffman
Deputy Director Long Range Planning


LEGAL DESCRIPTION FOR PUD AND PLANNING APPROVAL MODIFICATION
LOT 2, RESUBDIVISION OF AND ADDITION TO LOT A, HEARN - CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST, AS RECORDED IN MAP BOOK 101 PAGE 17, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, LESS AND EXCEPT THE FOLLOWING: BEGINNING AT THE SOUTHWEST CORNER OF LOT 3, RESUBDIVISION OF AND ADDITION TO LOT A, HEARN - CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST AS RECORDED IN MAP BOOK 101 PAGE 17, OF THE AFORESAID RECORDS; THENCE NORTH 00° 19' 21" WEST 898.27 FEET; THENCE NORTH 89° 50' 03" EAST 680.98 FEET; THENCE SOUTH 00° 17' 57" EAST ALONG THE WEST LINE OF MARION RECREATION DRIVE AND ALONG THE EAST LINE OF LOT 3 A DISTANCE OF 1125.89 FEET TO THE SOUTHEAST CORNER OF LOT 3; THENCE NORTH 73° 38' 07" WEST 625.93 FEET TO THE POINT OF BEGINNING.
TREED AREA & NATURAL VEGETATION
BUILDING OF COMMERCIAL BUILDING NO. 1
Lot 2
484611 S.F. ± 10.97 AC ±
PLAYGROUND & EQUIPMENT MULCH SURFACE
7854 ± SF COMMERCIAL BUILDING, NO. 2
N 89°50'03" E 680.98'
NOT INCLUDED
NOT INCLUDED
POINT OF BEGINNING
MICHAEL BOULEVARD 80' R/W
0 80 160 240
VICINITY MAP
Dauphin Street
Airport Boulevard
Moffett Road
Marion Recreation Drive
Abbottsford Drive
Pleasant Valley Road
I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD INSURANCE RATE MAP # 01097 I, DATED JUNE 3, 2020 AND FOUND THAT THE ABOVE DESCRIBED PROPERTY IS SHOWN IN FLOOD ZONE "X" UNSHADED ON PANEL 542
THIS DRAWING DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH BY THIS COMPANY, OTHER THAN WHAT IS VISIBLE ON THE GROUND OR PROVIDED BY THE CLIENT'S CONVEYANCE.
THIS DRAWING SHOULD NOT BE SCALED, THE LOCATION OF SOME FEATURES ARE EXAGGERATED FOR CLARITY (i.e. FENCES, CURBS, ETC.
FIELD WORK COMPLETED – DECEMBER 19, 2022
BEARINGS REFER TO ALABAMA STATE PLANE COORDINATES, W.A. WEST 0102, NAD 83, ALGOI CORS
FURNISHED DESCRIPTION FROM CLIENT
ALL PROPERTY CORNERS ARE 5/8" B.S.I. CAPPED REBARS UNLESS OTHERWISE NOTED.
NOTES:
1. ANY WORK PERFORMED IN THE EXISTING PUBLIC ROW (RIGHT-OF-WAY) SUCH AS DRIVEWAYS, SIDEWALKS, UTILITY CONNECTIONS, GRADING, DRAINAGE, IRRIGATION, OR LANDSCAPING WILL REQUIRE A ROW PERMIT FROM THE CITY OF MOBILE ENGINEERING PERMITTING DEPARTMENT (251-208-6070) AND MUST COMPLY WITH THE CITY OF MOBILE RIGHT-OF-WAY CONSTRUCTION AND ADMINISTRATION ORDINANCE (MOBILE CITY CODE, CHAPTER 57, ARTICLE VIII).
2. A LAND DISTURBANCE PERMIT APPLICATION SHALL BE SUBMITTED FOR ANY PROPOSED LAND DISTURBING ACTIVITY WITH THE PROPERTY. A COMPLETE SET OF CONSTRUCTION PLANS INCLUDING, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, GRADING, STORM WATER DETENTION SYSTEMS AND PAVING WILL NEED TO BE INCLUDED WITH THE LAND DISTURBANCE PERMIT. THIS PERMIT MUST BE SUBMITTED, APPROVED, AND ISSUED PRIOR TO BEGINNING ANY OF THE CONSTRUCTION WORK.
3. ANY AND ALL PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY WILL NEED TO BE SUBMITTED FOR REVIEW AND BE IN CONFORMANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL; THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGEMENT PLAN (1984); AND, THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORM WATER RUNOFF CONTROL.
4. A 25' EPA BUFFER MAY BE REQUIRED DURING DEVELOPMENT, ALONG THE EDGE OF ANY WORK CONSIDERED BY ADEM TO BE A WATER OF THE STATE.
5. ANY EXISTING OR PROPOSED DETENTION FACILITY SHALL BE MAINTAINED AS IT WAS CONSTRUCTED AND APPROVED. THE LAND DISTURBANCE PERMIT APPLICATION FOR ANY PROPOSED CONSTRUCTION INCLUDES A REQUIREMENT OF A MAINTENANCE AND INSPECTION PLAN (SIGNED AND NOTARIZED BY THE OWNER) FOR THE DETENTION FACILITY. THIS PLAN SHALL RUN WITH THE LAND AND BE RECORDED BY THE COUNTY PROBATE OFFICE PRIOR TO THE ENGINEERING DEPARTMENT ISSUING THEIR APPROVAL FOR A FINAL CERTIFICATE OF OCCUPANCY.
6. THE APPROVAL OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND APPROVALS.
7. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT DESIGN REQUIREMENTS AND POLICY LETTERS.
8. FUTURE DEVELOPMENT OR REDEVELOPMENT OF THE PROPERTY MAY REQUIRE APPROVAL BY THE PLANNING COMMISSION AND CITY COUNCIL.
9. SIGNAGE NUMBER, SIZE, LOCATION AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO ADOPTED STANDARDS. ANY REQUIRED ON-SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHALL MEET THE MINIMUM STANDARDS AS DEFINED IN SECTION 64-3-12 OF THE CITY'S UNIFIED DEVELOPMENT CODE.
LOT 2: BUILDING NO. 1 38,450 S.F. ±
PARKING PROVIDED: 153 STANDARD, 10 HANDICAP, 163 TOTAL
LANDSCAPING: FRONT = 33,035 S.F. ± TOTAL = 169,731 S.F. ±
BUILDING NO. 2 7,854 S.F. ±
PARKING PROVIDED: 95 STANDARD, 2 HANDICAP, 97 TOTAL
LANDSCAPING: FRONT = 11,572 S.F. ± TOTAL = 57,605 S.F. ±
PLANNING APPROVAL MODIFICATION
MOD - 002646 - 2023
McGILL-TOOLEN ATHLETIC COMPLEX WEST
BYRD SURVEYING
2609 HALLS MILL ROAD
(251) 476-5010
SCALE : 1" = 80'
MOBILE , ALABAMA
BYRD@BYRDSURVEYING.BIZ
AUGUST 29, 2023
REVISED NOVEMBER 20, 2023

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 6, 2023

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 951 Downtowner Boulevard & 3655 Marion Beckham Drive
MOD-002646-2023
McGill-Toolen Athletic Complex West Subdivision
Kari Givens, Byrd Surveying, Inc.
District 5
Subdivision of 2 lots, 26.8± acres

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

After discussion, the Planning Commission determined that the following criteria prevail to support the Major Planning Approval Modification request:

A. The request is consistent with all applicable requirements of this Chapter;
B. The request is compatible with the character of the surrounding neighborhood;
C. The request will not impede the orderly development and improvement of surrounding property;
D. The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
E. The request will minimize traffic hazards and traffic congestion on the public roads;
F. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. The request shall not be detrimental or endanger the public health, safety or general welfare; and
H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

Based on the above criteria, the Planning Commission voted to recommend Approval of the Major Planning Approval Modification to the City Council, subject to the following conditions:

1. Revision of the final Planning Approval site plan to remove Lot 1 from the development;
2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications;
3. Retention of the building sizes in square feet on the final Planning Approval site plan;
4. Retention of the rights-of-way along all streets on the Final Site Plan, adjusted for any required dedications resulting from the Subdivision request;
5. Provision of a note on the Final Planning Approval site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and the provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

The advertising fee for this application based on the current legal description is $423.70. 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: _____
Bert Hoffman
Deputy Director Long Range Planning

MOBILE CITY PLANNING COMMISSION
September 15, 2023
PUBLIC HEARING NOTICE

Re: 951 Downtowner Boulevard & 3655 Marion Beckham Drive
MOD-002646-2023
McGill-Toolen Athletic Complex West Subdivision
Kari Givens, Byrd Surveying, Inc.
District 5
Modification to remove a lot from a previously approved Planning Approval.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, October 5, 2023, at 2:00 p.m. to consider your above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, October 4, 2023, to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
September 15, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: 951 Downtowner Boulevard & 3655 Marion Beckham Drive
MOD-002644-2023
McGill-Toolen Athletic Complex West Subdivision
Kari Givens, Byrd Surveying, Inc.
District 5
Modification to remove a lot from a previously approved Planned Unit Development

Dear Property Owner(s):

This letter is to advise proper owners within 300 feet, as required by the City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, October 5, 2023, at 2:00 p.m., to consider the above referenced application.

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

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, October 4, 2023, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes. For additional information or assistance, please contact a Planner at (251) 208-5895.

City of Mobile · Planning & Zoning

Planning Commission Application

For hard copy submissions, SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

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

☐ **Planned Development**
Checklist C

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

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

---

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

	Applicant	Agent (If Applicable)
Name:	KARI GIVENS	
Firm:	BYRD SURVEYING	
Phone:	251-476-5010	
Email:	byrd@byrdsurveying.biz	
Address:	2609 HALLS MILL ROAD	

	Owner	Design Professional
Name:	MCGILL-TOOLEN CATHOLIC HIGH SCHOOL	
Firm:		
Phone:	251-445-2900	
Email:		
Address:	356 GOVERNMENT STREET, MOBILE 36602	

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

3655 MARION BECKHAM DRIVE & 951 DOWNTOWNER BOULEVARD — Property Address

1,167,255 SF — Property Area (acres or square feet)

#00556883#00559611#02110646#00558809#00556829 — Parcel Number(s) or Key Number(s)

B-1 — Present Zoning or Transect District

N/A — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature PRESIDENT — Date 9/1/2023

Kani P Given — Applicant or Agent Signature (if applicable) — Date 8/30/2023

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

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

Kani P. Given — Applicant or Agent Signature — Date 8/30/2023

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

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

- ☒ Planning Commission Application
- ☒ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   THIS PROPOSAL SHOULD NOT AFFECT THE COMPREHENSIVE PLAN SINCE WE ARE ONLY SEPARATING PROPERTY INTO TWO LOTS.

   CAT - PARKS & OPEN SPACE
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   THERE ARE NO CHANGES PLANNED FOR THE BUILDINGS, PARKING, OR USE, THEREFORE THIS PROPOSAL SHOULD NOT AFFECT THE SURROUNDING NEIGHBORHOOD.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   IT SHOULD NOT AFFECT THE ADJACENT PROPERTIES.

4. Does the site design include adequate public facilities and utilities? ☒ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ☒ Yes ☐ No

6. Please provide the following information:

   ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
   BUILDING 1 IS APPROXIMATELY 28' TALL. BUILDING 2 IS APPROXIMATELY 16' TALL.

   ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
   AS SHOWN ON PLAT.

   ☐ Lighting:
   AS SHOWN ON PLAT.

   ☐ Hours of operation:

   ☐ Other conditions that are unique to the use of the property:

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.
   THE USE IS NOT DETRIMENTAL TO THE PUBLIC HEALTH.

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

CONTACT INFORMATION and SIGNATURES – for online applications
Mobile City Planning Commission and Board of Zoning Adjustment

APPLICANT(S)

The undersigned submits the associated application for consideration by the Mobile City Planning Commission or the Board of Zoning Adjustments.

Kari P. Givens Date: 8/30/2023

Signature of owner or authorized agent of owner is required to file (if applicant is not the owner).

Type name:	KARI P. GIVENS
Business Name:	BYRD SURVEYING, INC.
Address:	2609 HALLS MILL ROAD
City, State, Zip Code:	MOBILE, ALABAMA 36606
Telephone: 251-476-5010	Email:

PROPERTY OWNER(S)

Signature of property owner, or letter (separately attached electronically) from (each) property owner authorizing applicant to submit application.

Signature: [signature] Date: 9/1/2023

PRESIDENT

Type name:	MCGILL-TOOLEN CATHOLIC HIGH SCHOOL
Business Name:	
Address:	356 GOVERNMENT STREET
City, State, Zip Code:	MOBILE, AL 36602
Telephone: 251-445-2900	Email:

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

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

Signature: [signature] Date: 9/1/2023

PRESIDENT

Type name: MCGILL-TOOLEN CATHOLIC HIGH SCHOOL

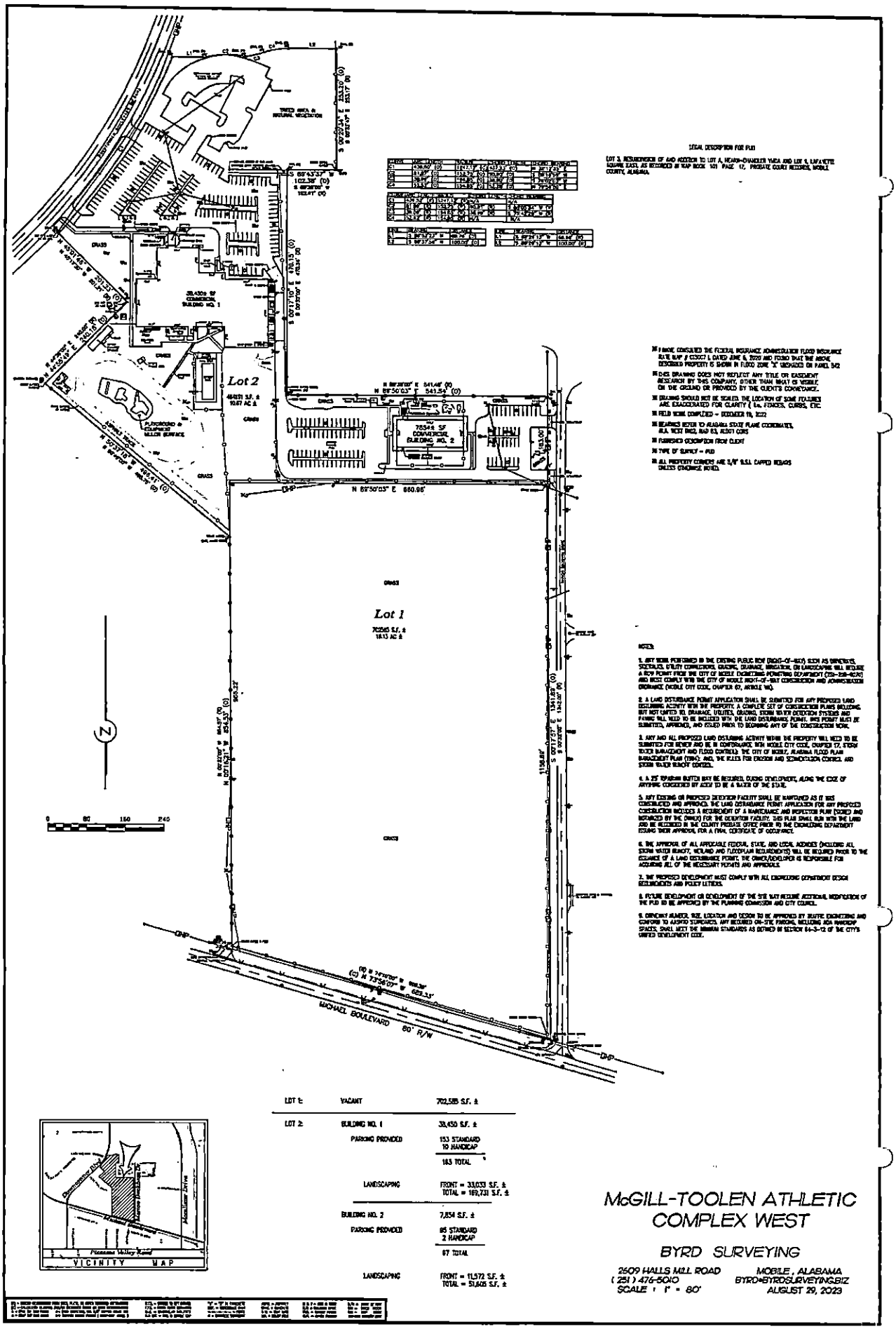
Use additional pages / copies of this form as needed.

P & Z - December 2017

DESCRIPTION AND JUSTIFICATION FOR PROPOSED "MCGILL-TOOLEN ATHLETIC COMPLEX WEST" MODIFIED PUD APPLICATION

THE OWNER IS SELLING PROPOSED LOT 2 AND WOULD LIKE TO RELEASE PROPOSED LOT 1 FROM THE EXISTING PLANNING APPROVAL.

LOT 3, RESUBDIVISION OF AND ADDITION TO LOT A, HEARIN-CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST, AS RECORDED IN MAP BOOK 101 PAGE 17, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.



LEGAL DESCRIPTION FOR PUD

LOT 3, RESUBDIVISION OF AND ADDITION TO LOT A, HEARN-CHANDLER YMCA AND LOT 1, LAFAYETTE SQUARE EAST, AS RECORDED IN MAP BOOK 101 PAGE 17, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA.

NOTES:

1. ANY WORK PERFORMED IN THE EXISTING PUBLIC ROW (RIGHTS-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 CONSERVATION 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 WITHIN 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. ONCE PERMIT MUST BE SUBMITTED, APPROVED, AND ISSUED PRIOR TO BEGINNING ANY OF THE CONSTRUCTION WORK.

3. ANY AND ALL PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY WILL NEED TO BE SUBMITTED FOR REVIEW AND BE IN CONFORMANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL; THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGEMENT PLAN (1984); AND, THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORM WATER RUNOFF CONTROL.

4. A 25' BUFFERING BUFFER MAY BE REQUIRED, DURING DEVELOPMENT, ALONG THE EDGE OF ANYWHERE CONSIDERED BY ACOE TO BE A WATER OF THE STATE.

5. ANY EXISTING OR PROPOSED DETENTION FACILITY SHALL BE MAINTAINED AS IT WAS CONSTRUCTED AND APPROVED. THE LAND DISTURBANCE PERMIT APPLICATION FOR ANY PROPOSED CONSTRUCTION INCLUDES A RECORDMENT OF A MAINTENANCE AND INSPECTION PLAN (SIGNED AND NOTARIZED BY THE OWNER) FOR THE DETENTION FACILITY. THIS PLAN SHALL RUN WITH THE LAND AND BE RECORDED IN THE COUNTY PROBATE OFFICE PRIOR TO THE ENGINEERING DEPARTMENT ISSUING THEIR APPROVAL FOR A FINAL CERTIFICATE OF OCCUPANCY.

6. THE APPROVAL OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOODPLAIN REGULATIONS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND APPROVALS.

7. THE PROPOSED DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENT DESIGN REGULATIONS AND POLICY LETTERS.

8. FUTURE DEVELOPMENT OR REDEVELOPMENT OF THE SITE MAY REQUIRE ADDITIONAL MODIFICATION OF THE PUD TO BE APPROVED BY THE PLANNING COMMISSION AND CITY COUNCIL.

9. 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 64-3-12 OF THE CITY'S UNIFIED DEVELOPMENT CODE.

LOT 1:	VACANT	702,585 S.F. ±
LOT 2:	BUILDING NO. 1	38,450 S.F. ±
	PARKING PROVIDED	153 STANDARD 10 HANDICAP 163 TOTAL
	LANDSCAPING	FRONT = 33,033 S.F. ± TOTAL = 169,731 S.F. ±
	BUILDING NO. 2	7,854 S.F. ±
	PARKING PROVIDED	85 STANDARD 2 HANDICAP 87 TOTAL
	LANDSCAPING	FRONT = 11,572 S.F. ± TOTAL = 51,605 S.F. ±

McGILL-TOOLEN ATHLETIC COMPLEX WEST

BYRD SURVEYING

2509 HALLS MILL ROAD
(251) 476-5010
SCALE : 1" = 80'

MOBILE, ALABAMA
BYRD@BYRDSURVEYINGBIZ
AUGUST 29, 2023

Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, AL 36606

McGill-Toolen Catholic High School
356 Government Street
Mobile, AL 36602

City of Mobile
Office of City Clerk
205 Government Street
Mobile, AL 36644

First Assembly of God
1251 Montrose Street
Mobile, AL 36605

Omni Joint Venture
3742 Professional Parkway
Mobile, AL 36609

Gordon L. Spafford
20933 County Road 49
Silverhill, AL 36576

Gulf Health Properties, Inc.
P. O. Box 2226
Mobile, AL 36652

Norman K. Webster
2229 Magnolia Ave. S.
Birmingham, AL 35205

Terre des Petits-Enfants, LLC
955 Downtowner Blvd.
Mobile, AL 36609

LSG Lafayette Square, LLC
c/o The Lightstone Group
1985 Cedar Bridge Avenue
Lakewood, NJ 08701

Pine Bend & Hamptons Park, LLC
c/o The Lightstone Group
1985 Cedar Bridge Avenue #1
Lakewood, NJ 08701

Davis Family Investment, LLC
1908 Twin Oaks Court
Mobile, AL 36695

Professional Parkway Properties, LLC
1000 Downtowner Blvd.
Mobile, AL 36609

James Rather & Jacquelyn Schwartz
3762 Professional Parkway
Mobile, AL 36609

Richard & Marla Lovett
3766 Professional Parkway
Mobile, AL 36609

Marilyn Moore
6728 Somerby Lane
Mobile, AL 36695

JWO Investments, LLC
3755 Professional Pkwy, Suite B
Mobile, AL 36609

Crescent Properties, LLC
7691 Rockstone Lane S.
Mobile, AL 36695

TSCAD, LLC
c/o Black Dog Investments, LLC
15997 Scenic Highway 98
Fairhope, AL 36532

Professional Parkway Properties, LLC
P. O. Box 991801
Mobile, AL 36691

Gulf Regional Early Childhood Services
3100 Cottage Hill Road, Building 4
Mobile, AL 36604

Rene Marques
3775-B Professional Parkway
Mobile, AL 36609

Stephen & Linda Haidt
1009 Downtowner Blvd.
Mobile, AL 36609

Efren B. Bardos
3610 Heritage Drive N.
Mobile, AL 36609

Reese & Amanda Grayson
3612 Heritage Drive N.
Mobile, AL 36609

Kenneth & Rebecca Anderson
3614 Heritage Drive N.
Mobile, AL 36609

Lan Phuong Nguyen
6063 Southbend Drive S.
Mobile, AL 36619

Tracy E. Lee
3618 Heritage Drive N.
Mobile, AL 36609

Dennis & Sandretta Butler, Jr.
3620 Heritage Drive N.
Mobile, AL 36609

Chester Thomas
3622 Heritage Drive N.
Mobile, AL 36609

Hoang Bui & Linda La
13212 Bowen Street
Garden Grove, CA 92843

Emanuel King, Jr.
3800 Cypress Shores Drive N.
Mobile, AL 36619

Willie G. Demings
3628 N. Heritage Drive
Mobile, AL 36609

Chantel M. Crum
3650 N. Heritage Drive
Mobile, AL 36609

A & D Properties, LLC
8781 Three Notch Road
Mobile, AL 36619

Cheryl E. McGee
3656 Heritage Drive N.
Mobile, AL 36609

Angela Gibbs
3750 Heritage Drive N.
Mobile, AL 36609

Andrew Kammer
3752 N. Heritage Drive
Mobile, AL 36609

Keysha & Jimmie Marshall
3754 Heritage Drive N.
Mobile, AL 36609

Agenda Item #: 6

SUB-002643-2023, MOD-002644-2023 & MOD-002646-2023

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

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – Planned Unit Development Modification

Applicant Materials for Consideration – Planning Approval Modification

DETAILS

Location:
951 Downtowner Boulevard & 3655 Marion Beckham Drive

Applicant / Agent:
Kari Givens, Byrd Surveying, Inc.

Property Owner:
McGill-Toolen Catholic High School

Current Zoning:
B-1, Buffer Business Suburban District

Future Land Use:
Mixed Commercial Corridor & Parks and Open Space

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

Schedule for Development:
- N/A

Proposal:
- Subdivision approval to create two (2) legal lots of record
- Modification of a previously approved Planned Unit Development
- Modification of a previously approved Planning Approval

Considerations:
1. Subdivision proposal with eleven (11) conditions;
2. Modification of a previously approved Planned Unit Development with seven (7) conditions; and
3. Modification of a previously approved Planning Approval with seven (7) conditions.

Report Contents: **Page**

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Staff Comments 3
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PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 6 DATE October 5, 2023

APPLICANT McGill-Toolen Athletic Complex West Subdivision

REQUEST Subdivision, PUD Modification, PA Modification

N

NTS

SITE HISTORY

In 1994, a Planning Approval and PUD were approved to allow the addition of day care services to an existing community services facility (YMCA) and to allow multiple buildings on a single building site. The Planning Approval was amended in 2000, and modifications to the PUD occurred in 1994, 1998, and 2000.

Rezoning of the property from R-1, Single-Family Residential District, to B-1, Buffer Business District, was adopted by City Council at its November 29, 1994 meeting, subject to approval of a Planned Unit Development (PUD) and compliance with the residential buffer requirements of the Zoning Ordinance.

Subdivision of the site to create a single legal lot of record was approved in 1998 and the plat was recorded in 1999. In 2003, subdivision of the lot into three (3) legal lots of record, to include vacated right-of-way along Downtowner Boulevard, was approved and the plat was subsequently recorded.

A Sidewalk Waiver was approved in 1999 to waive construction of a sidewalk along what is now named Marion Beckham Drive, from Michael Boulevard to Matthews Park.

There have been no Board of Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

Subdivision

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Dedicate the corner radius (25' minimum or as approved by the City Engineer and Traffic Engineer) at the southeast corner of LOT 1 to the City of Mobile, and list the amount of dedicated acreage.
C. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 23 - #76) LOTS 1 and 2 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – NONE AND LOT 2 – 88,500 sf.
D. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Planned Unit Development Modification (MOD-002644-2023)

1. Retain NOTES #1 - #7, as shown on the PUD APPLICATION drawing.

Planning Approval Modification (MOD-002646-2023)

No comments.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

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

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

Planning Comments:

Subdivision

The purpose of the subdivision request is to subdivide one (1) legal lot of record into two (2) legal lots of record. The site is served by public water and sanitary sewer.

Proposed Lot 1 has frontage along Michael Boulevard, a Major Collector Street requiring a 100-foot right-of-way, and Marion Beckham Drive (formerly Mathews Park Road), a minor street without curb and gutter requiring a 60-foot right-of-way. The preliminary plat depicts an 80-foot right-of-way along Michael Boulevard and a 50-foot right-of-way along Marion Beckham Drive. At the time of the 1998 and 2003 subdivision applications, dedication was not required along either street. With this application, the Commission may again consider any dedication requirements.

If approved, the Final Plat should be revised to illustrate dedication of at least a 25-foot corner radius at the intersection of Michael Boulevard and Marion Beckham Road, in compliance with Section 6.B.12 of the Subdivision Regulations.

Proposed Lot 2 has frontage along Downtowner Boulevard, a Minor Arterial street with curb and gutter and an 80-foot right-of-way at this location. The preliminary plat depicts sufficient right-of-way; therefore, no additional dedication should be required.

Both lots, as proposed, will exceed the minimum size requirements for lots served by public water and sanitary sewer in a B-1, Buffer Business Suburban District. Each lot is labeled with its size in both square feet and acres on the preliminary plat, and this information should be retained on the Final Plat, if approved, adjusted for any required dedication; or the provision of a table on the Final Plat with the same information will suffice.

A 25-foot building setback line is illustrated along Downtowner Boulevard, Marion Beckham Road, and Michael Boulevard, in compliance with Article 2 Section 64-2-10.E. of the UDC. This information should be retained on the Final Plat, if approved, adjusted for any required dedication.

Access and utility easements are illustrated on proposed Lot 2. As such, if approved, a note should be placed on the Final Plat stating no structures shall be constructed in any easement without permission from the easement holder.

Planned Unit Development and Planning Approval Modifications

The most recently approved PUD allowed for multiple buildings on a single building site, and shared access and parking between multiple building sites. The Planning Approval allowed for the addition of day care services to an existing community services facility. Detailed descriptions of both requests are available at via the links on page 1 of this report. In summary there are no proposed physical modifications to the PUD or Planning Approval site; the applicant is simply amending the most recently approved Subdivision, PUD and Planning Approval to remove a portion of the property, proposed Lot 1, from the PUD and Planning Approval.

The site plans reflect the changes proposed by the Subdivision request, and illustrate that proposed Lot 1 is undeveloped while proposed Lot 2 is developed with multiple buildings associated with the use of the property as a community services and day care facility. If approved, the PUD and Planning Approval site plans should be revised to remove Lot 1 and only depict Lot 2.

The size of each proposed lot is depicted in both square feet and acres, and the size of each existing building is provided in square feet. This information should be retained on the Final PUD and Planning Approval site plans for Lot 2, if approved, adjusted for any required dedication.

The rights-of-way for each abutting street are also illustrated on the site plans and should be retained for Lot 2 on the Final PUD and Planning Approval site plans, if approved, adjusted for any required dedications resulting from the Subdivision request.

It should be noted that future development or redevelopment of proposed Lot 2 may require additional modifications of the PUD and Planning Approval to be approved by the Planning Commission and City Council. A note stating as much should be placed on the recorded site plans, if approved. Proposed Lot 1 is subject to full compliance with the development standards of the UDC.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

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

1. Revision of the plat to illustrate dedication sufficient to provide 50 feet from the centerline of Michael Boulevard;
2. Revision of the plat to illustrate dedication sufficient to provide 30 feet from the centerline of Marion Beckham Road;
3. Dedication of at least a 25-foot corner radius at the intersection of Michael Boulevard and Marion Beckham Road, in compliance with Section 6.B.12 of the Subdivision Regulations;
4. Retention of the right-of-way width along Downtowner Boulevard;
5. Retention of the lot size labels in both square feet and acres, or provision of a table on the Final Plat with the same information, adjusted for dedication;
6. Retention of the 25-foot minimum building setback line along Downtowner Boulevard, Michael Boulevard, and Marion Beckham Road, as required by Section 64-2-10.E. of the Unified Development Code, adjusted for any dedication;
7. Provision of a note on the Final Plat stating no structures shall be constructed in any easement without permission from the easement holder;
8. Compliance with all Engineering comments noted in this staff report;
9. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
10. Compliance with all Urban Forestry comments noted in this staff report; and,
11. Compliance with all Fire Department comments noted in this staff report.

PLANNED UNIT DEVELOPMENT / PLANNING APPROVAL MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planned Unit Development / Planning Approval Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    b. Includes adequate public facilities and utilities;

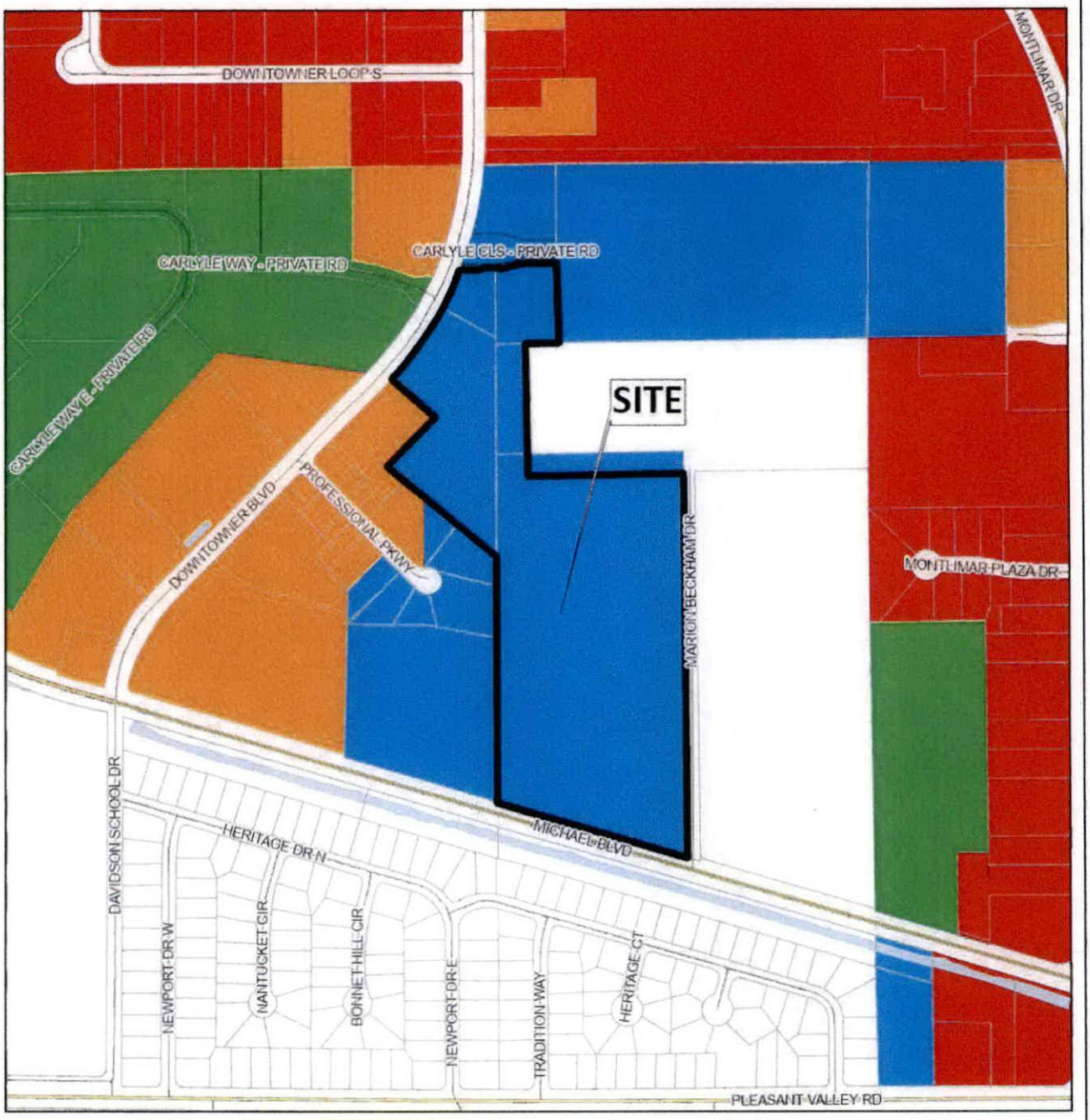
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planned Unit Development / Planning Approval, the following conditions should apply:

1. Revision of the final Planned Unit Development (PUD) and Planning Approval site plans to remove Lot 1 from the development;
2. Retention of the size label on Lot 2 in both square feet and acres, adjusted for any required dedications;
3. Retention of the building sizes in square feet on the final PUD and Planning Approval site plans;
4. Retention of the rights-of-way along all streets on the Final Site Plans, adjusted for any required dedications resulting from the Subdivision request;
5. Provision of a note on the Final PUD and Planning Approval site plans stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
6. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development and Planning Approval site plans prior to their recording in Probate Court, and the provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
7. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 6 DATE October 5, 2023

APPLICANT McGill-Toolen Athletic Complex West Subdivision

REQUEST Subdivision, PUD Modification, PA Modification

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FLUM LOCATOR MAP



APPLICATION NUMBER 6 DATE October 5, 2023

APPLICANT McGill-Toolen Athletic Complex West Subdivision

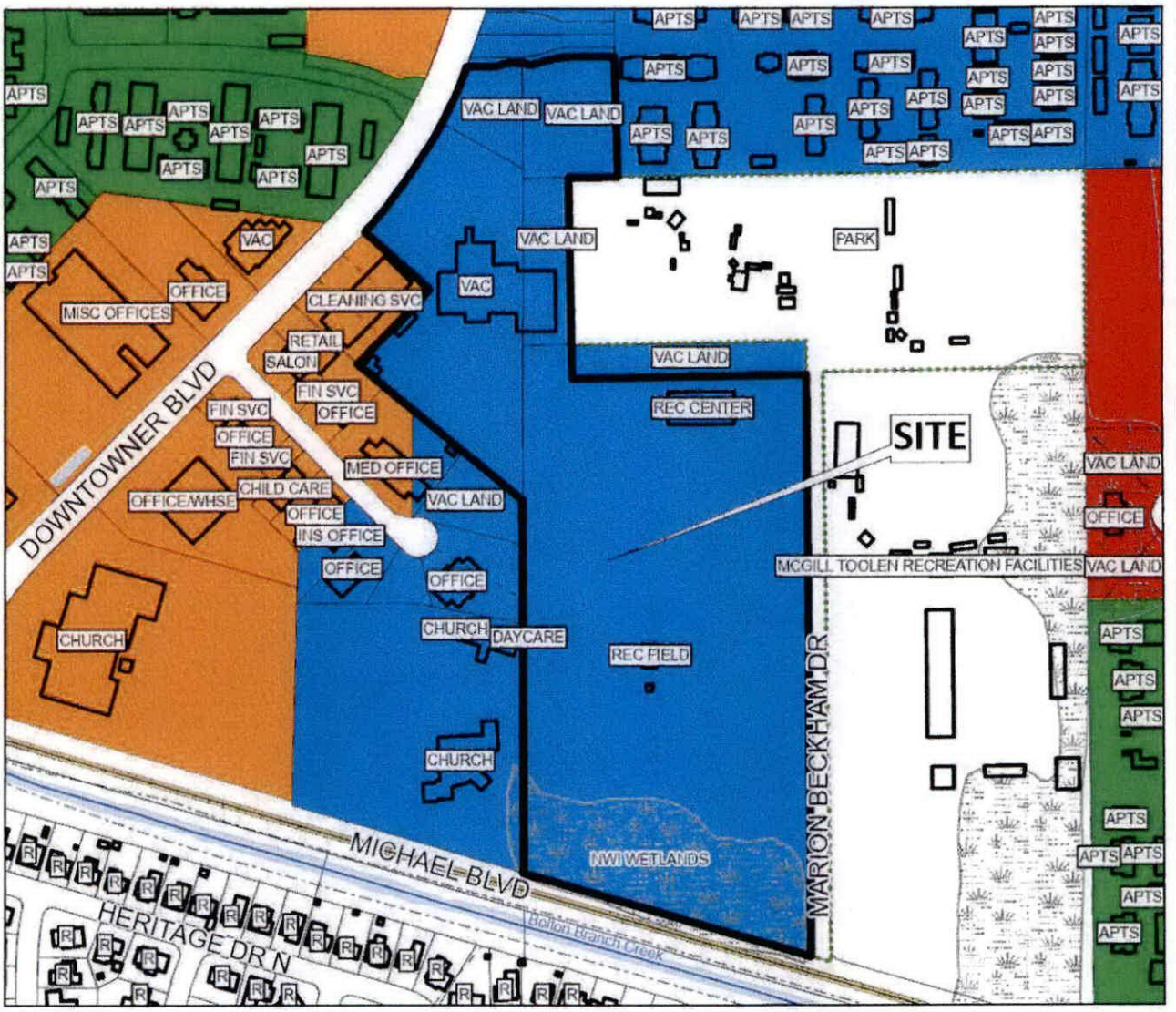
REQUEST Subdivision, PUD Modification, PA Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 6 DATE October 5, 2023

APPLICANT McGill-Toolen Athletic Complex West Subdivision

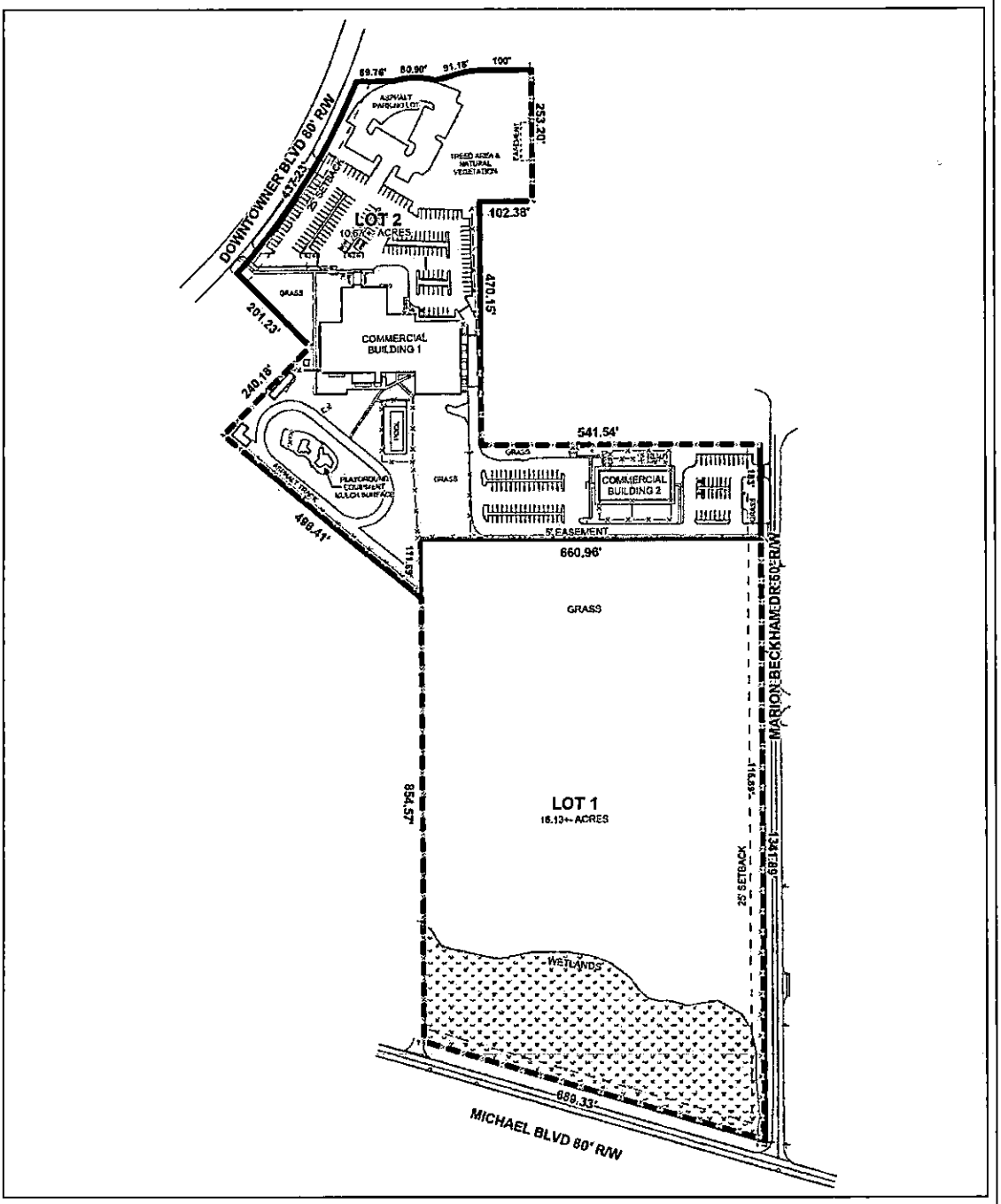
REQUEST Subdivision, PUD Modification, PA Modification

R-A R-1 R-2 R-3 R-B H-B B-1 T-B LB-2 B-2 B-3 B-4 B-5 CW MM ML MH I-1 I-2 PD MUN OPEN SD SD-WH T-3 T-4 T-5.1 T-5.2 T-6

N

NTS

SITE PLAN



The site plan illustrates the proposed lots, buildings, parking, setbacks, and easements.

APPLICATION NUMBER	6	DATE	October 5, 2023
APPLICANT	McGill-Toolen Athletic Complex West Subdivision		
REQUEST	Subdivision, PUD Modification, PA Modification		

N

NTS

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

Zoning District Correspondence Matrix

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

MIXED COMMERCIAL CORRIDOR (MCC)

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

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

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

Parks and Open Space (POS)

This designation applies to parkland maintained in a natural, semi-natural state, or developed with facilities and set aside for human enjoyment and recreation or for the protection of wildlife or natural habitats. Parks may include squares, playgrounds, playfields, gardens, greens, greenways and blueways, and other recreational areas and facilities that are accessible to the public. Open space may include any open piece of land, publicly or privately held, that is undeveloped (has no buildings or other built structures). This designation is not intended to identify public land acquisition or to prohibit the development potential of individual properties.

The designation applies to all existing and future parks and open space within the City, including both active and passive uses. Open space, including public access to water bodies, is generally consistent with all other land use categories, i.e., a park can be located within any other land use category, either incidental to a development or as part of a publicly-owned or publicly-sponsored local, community or regional park. Therefore, a Parks and Open Space designation is deemed consistent with all land use categories in the Future Land Use Map.

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Sponsored by:

Councilmember Woods

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	11/22/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/22/2023 - 10:43 AM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 1065 and 1067 Schillinger Road, South

Pursuant to Resolution of the Mobile, Alabama City Council adopted **November 28, 2023,** a public hearing will be held on the **2nd** day of **January**, 2024, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 1065 and 1067 Schillinger Road, South from R-1, Single-Family Residential Suburban District, to B-3, Community Business Suburban District.

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

Lisa C. Lambert
City Clerk

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

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

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

LOT 2, REVISED PLAT OF ABBA TEMPLE SUBDIVISION, AS RECORDED IN MAP BOOK 118 PAGE 60, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA

The classification of said property is hereby changed from R-1, Single-Family Residential Suburban District to B-3, Community Business Suburban District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-3, Community Business Suburban District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-3, Community Business Suburban District until all of the conditions set forth below have been complied with: 1. Compliance with all Engineering, Urban Forestry, and Fire Department comments noted in the staff report; 2. Compliance with corrected Traffic Engineering comments (A traffic impact study will be required for the new proposed fast-food restaurant. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.); and, 3. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 2nd day of January, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 6th day of December, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **1065 & 1067 Schillinger Road South.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-1, Single-Family Residential Suburban District to B-3, Community Business Suburban District.** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-3** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-3** districts until the following conditions have been complied with: **1. Compliance with all Engineering, Urban Forestry, and Fire Department comments noted in the staff report; 2. Compliance with corrected Traffic Engineering comments (A traffic impact study will be required for the new proposed fast-food restaurant. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.); and, 3. Full compliance with all municipal codes and ordinances.**

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

AN ORDINANCE 2023

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

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

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

LOT 2, REVISED PLAT OF ABBA TEMPLE SUBDIVISION, AS RECORDED IN MAP BOOK 118 PAGE 60, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA

The classification of said property is hereby changed from **R-1, Single-Family Residential Suburban District to B-3, Community Business Suburban District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-3, Community Business Suburban District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-3, Community Business Suburban District** until all of the conditions set forth below have been complied with: **1. Compliance with all Engineering, Urban Forestry, and Fire Department comments noted in the staff report; 2. Compliance with corrected Traffic Engineering comments (A traffic impact study will be required for the new proposed fast-food restaurant. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.); and, 3. Full compliance with all municipal codes and ordinances.**

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

Adopted:

_____

Lisa Lambert, City Clerk

Pratt Thomas, MPWD, LLC
1065 & 1067 Schillinger Road South
Council District 6
Josh Woods

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

November 20, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on November 2, 2023 considered the request of **Pratt Thomas, MPWD, LLC** for a change in zoning from **R-1, Single-Family Residential Suburban District to B-3, Community Business Suburban District** for the property located at **1065 & 1067 Schillinger Road South.**

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

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 6, 2023

Pratt Thomas
Merrill P. Thomas, Co., Inc.
3280 Dauphin Street
Unit C104
Mobile, Alabama 36606

Re: 1065 & 1067 Schillinger Road South
ZON-UDC-002669-2023
Pratt Thomas, MPWD, LLC
District 6
Rezoning from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

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

At its meeting on November 2, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined that the following criteria prevail to support the rezoning request.

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

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

1. Compliance with all Engineering, Urban Forestry, and Fire Department comments noted in the staff report;
2. Compliance with corrected Traffic Engineering comments (*A traffic impact study will be required for the new proposed fast-food restaurant. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.*); and,
3. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is $333.64. 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

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, Pratt Thomas, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of HPWD, LLC., a corporation for the property located within the city limits of Mobile, Alabama at 1065 and 1067 Schillinger Rd S.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Pratt Thomas	
Designee (1)	Designee (2)
pratt@mpteo.com	
Email	Email
251-367-8358	
Phone Number	Phone Number
Pratt Thomas	10/23/23
Signature of Company Owner	Date

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, David L Turner, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of Austin Properties, LLC, a corporation for the property located within the city limits of Mobile, Alabama at 1065 & 1067 Schillinger Rd.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Pratt Thomas	David Tunstall
Designee (1)	Designee (2)
pratt@motco.com	david@mcaleertunstall.com
Email	Email
251-367-8358	251-473-7517
Phone Number	Phone Number
[signature]	10/20/2023
Signature of Company Owner	Date

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, David L Turner, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 1065 & 1067 Schillinger Rd S.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Pratt Thomas
Designee (1)

pratt@mptco.com
Email

251-367-8358
Phone Number

Signature of Property Owner

Designee (2)

pratt@mptco.com
Email

251-367-8358
Phone Number

10/20/2023
Date

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, DAVID A. TUNSTALL, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of PIERCE MULHERIN HOLDINGS, LLC, a corporation for the property located within the city limits of Mobile, Alabama at 1065 AND 1067 SCHILLINGER RD S.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

PRATT THOMAS
Designee (1)

Designee (2)

PRATT@MDTCO.COM
Email

Email

251-476-0808
Phone Number

Phone Number

Signature of Company Owner

Date

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, Michael S McAleer, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of Tin Man LLC, a corporation for the property located within the city limits of Mobile, Alabama at 10657 1067 Schillinger Rd South.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Pratt Thomas
Designee (1)

Designee (2)

Pratt@Mptco.com
Email

Email

251-476 0808
Phone Number

Phone Number

Signature of Company Owner

10-20-23
Date

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, John M. Delchamps, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of JMD, LLC, a corporation for the property located within the city limits of Mobile, Alabama at 1065 + 1067 Schillinger Rd.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Pratt Thomas	Merrill P. Thomas
Designee (1)	Designee (2)
pratt@mptco.com	merrill@mptco.com
Email	Email
251-476-0808	251-476-0808
Phone Number	Phone Number
John M. Delchamps	10/20/23
Signature of Company Owner	Date

MOBILE CITY PLANNING COMMISSION
October 10, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: 1065 & 1067 Schillinger Road South
ZON-UDC-002669-2023
Pratt Thomas, MPWD, LLC
District 6
Rezoning from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, November 2, 2023, at 2:00 p.m. to consider your above referenced application.

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

The proposed application is Rezoning from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3); however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, November 1, 2023, to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
October 10, 2023
PUBLIC HEARING NOTICE

Re: 1065 & 1067 Schillinger Road South
ZON-UDC-002669-2023
Pratt Thomas, MPWD, LLC
District 6
Rezoning from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

Dear Property Owner(s):

This letter is to advise property owners within 300 feet, as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, November 2, 2023, at 2:00 p.m., to consider the above referenced application.

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

The proposed application is Rezoning from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3); however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission.

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, November 1, 2023, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes. For additional information or assistance, please contact a Planner at (251) 208-5895.

City of Mobile · Planning & Zoning

Planning Commission Application

For hard copy submissions, SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

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

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

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

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

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

☐ **Conditional Use Permits**
Checklist A

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

☐ **Planned Development**
Checklist C

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

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

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

	Applicant	Agent (If Applicable)
Name:	Pratt Thomas	Pratt Thomas
Firm:	MPWD LLC et al	Merrill P Thomas Co., Inc
Phone:	251-367-8358	251-367-8358
Email:	pratt@mptco.com	pratt@mptco.com
Address:	3280 Dauphin St, C104, Mobile, Al 36606	3280 Dauphin St, C104, Mobile, Al 36606

	Owner	Design Professional
Name:	Pierce Mulherrin Holdings LLC, et al	Jerry Byrd
Firm:	See Attached	Byrd Surveying
Phone:	251-367-8358	251-476-5010
Email:	pratt@mptco.com	jerry@byrdsurveying.biz
Address:	3280 Dauphin St, C104, Mobile, 36606	2609 Halls Mill Rd, Mobile, AL 36606

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

1065 and 1067 Schillinger Rd S Lots A & B - Resub of Lot 2, Abba Temple — Property Address

2.07 Acres — Property Area (acres or square feet)

03733295 — Parcel Number(s) or Key Number(s)

R1 — Present Zoning or Transect District

B3 — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Owner Signature — Date: 9/25/23

Applicant or Agent Signature (if applicable) — Date: 9/25/23

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

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

Applicant or Agent Signature — Date: 9/25/23

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

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

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

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

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A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

B3 zoning allows for a wider range of commercial activities and businesses to operate within the community. This can lead to increased economic development, job opportunities, and potentially higher property values. A stronger local economy can contribute to improved overall well-being in the community.

Natural continuance of B3 and FLUM zoning at Hitt Rd.

NONE — Future Land Use Map (FLUM) Designation

B3 — Requested Zoning

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

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

Businesses generate tax revenue for the local government, which can be used to fund essential services such as public safety (police and fire departments), education, healthcare, and infrastructure improvements. This additional revenue can enhance the community's safety and welfare. Commercial areas have increased safety regulations and requirements, such as fire safety measures and security provisions. These measures can contribute to overall safety in the community.

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

These properties were apart of the recently annexed areas of west Mobile. We are trying to sell one parcel and the rezoning is a condition of the sale so that the property can be developed.

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

1. Describe the current development trends in the area of the property.
   Commercial development in the area including grocery store, oil change, car wash, car dealerships, and regional retailers.

2. Describe the surrounding land uses.
   Oil change, event hall, car dealership and vacant

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   I don't see any

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

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   Businesses generate tax revenue for the local government, which can be used to fund essential services such as public safety (police and fire departments), education, healthcare, and infrastructure improvements. This additional revenue can enhance the community's safety and welfare. Commercial areas have increased safety regulations and requirements, such as fire safety measures and security provisions. These measures can contribute to overall safety in the community.

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

NEIGHBORHOOD MEETING DOCUMENTATION

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

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

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

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
   Date: October 11, 2023 Time: 5:30 pm Location: West Regional Public Library, 555 Grelot Rd, Mobile, AL

2. What information was presented at the meeting?
   Meeting was not attended by the public

3. What concerns were raised during the meeting?
   Meeting was not attended by the public

4. Were any modifications made or considered in response to the concerns raised at the meeting?
   Meeting was not attended by the public

Neighborhood Sign-In Sheet

1065 & 1067 Schillinger Rd S Rezoning Meeting

West Regional Public Library, 5555 Grelot Rd

Please SIGN-IN

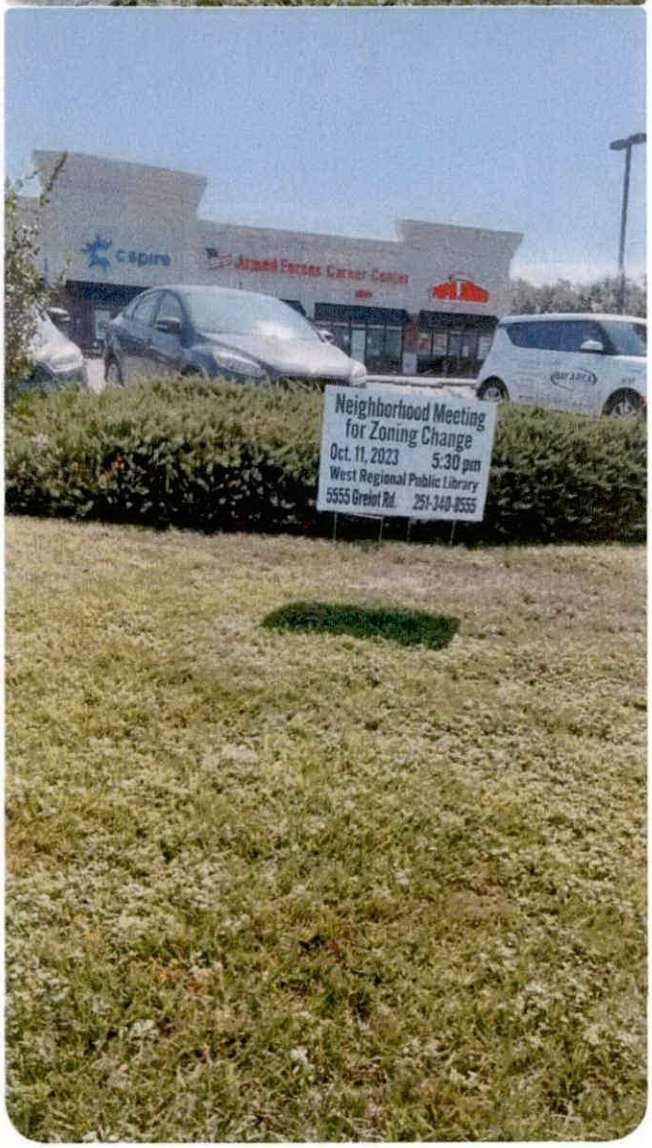
Last, First Name	Address	Phone Number	Email Address
Delchamps, John	4501 Kingsway Ct.	251-476-0808	
~~Mike McAleer~~			
McAleer, Mike	3818 Bebee Point Dr	251-473-7517	
Thomas, Merrill	6 Drury LA	251 401-5240	
Tunstall, David	2004 Point Legere Rd.	251-610-2864	
Christmas Charles	12 N. Springbank Rd	251 ~~330-0288~~ 767-0700	

12:38 64%

(251) 554-3072

Tuesday, September 26



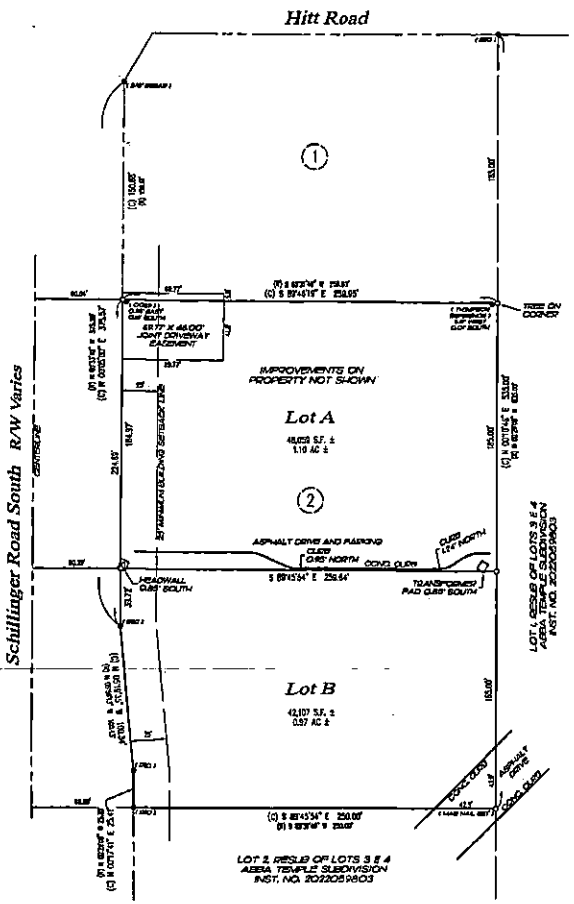


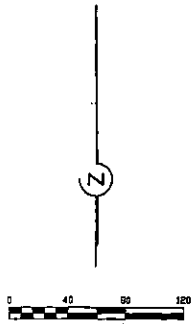
MMS 12:37 PM

PARCEL	NAME	ADDRESS	MAIL_ADDR1	MAIL_CITY	MAIL_STATE	MAIL_ZIP
R022809303000002.002	ABBA TEMPLE ANCIENT ARABIC	HITT RD.	7701 HITT RD	MOBILE	AL	36695
R022707251000002.010	ELMORE FAMILY PROPERTIES LLC	SCHILLINGERS RD S	4000 DAWSON DR	MOBILE	AL	36619
R022809302000001.020	HITTSCH LLC	975 SCHILLINGER RD S	PO BOX 7475	MOBILE	AL	36670
R022707254000001.000	MOBILE REAL ESTATE INVESTMENTS, LLC	1150 SCHILLINGER RD S	1540 S FEDERAL HWY	POMPANO BEACH	FL	33062
R022809303000002.003	MYMS INC	SCHILLINGER RD.	PO BOX 160812	MOBILE	AL	36616
R022809303000002.000	OLP RW PROPERTIES LLC C/O DRIVEN BRANDS INC	1057 SCHILLINGER RD S	440 S CHURCH ST STE 700	CHARLOTTE	NC	28202
R022809303000002.001	PIERCE MULHERIN HOLDINGS LLC	1065 SCHILLINGER RD. S	3280 DAUPHIN ST STE C104	MOBILE	AL	36606

Boundary Plan

Schillinger Rd





NOTE: THE RECORD (M) BEARINGS SHOWN ON THE BOUNDARY REFER TO THE SUBDIVISION PLAT.
THE COMPUTED (C) BEARINGS REFER TO ALABAMA STATE PLANE COORDINATES.

OWNER : MPMD, LLC

MERRILL P. THOMAS, MANAGER MEMBER

STATE OF ALABAMA
COUNTY OF MOBILE)

I, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, HEREBY CERTIFY THAT MERRILL P. THOMAS, WHOSE NAME AS MANAGER MEMBER FOR MPMD, LLC, IS SIGNED TO THE FOREGOING CERTIFICATE, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT BEING INFORMED OF THE CONTENTS OF THE FOREGOING CERTIFICATE, HE EXECUTED THE SAME VOLUNTARILY ON THE DAY SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL THIS 27th DAY OF June, 2023.

NOTARY PUBLIC. MY COMMISSION EXPIRES Aug 27, 2025

OWNER : AUDUBON PARTNERS, LLC

JANET LYON, PERSONAL REPRESENTATIVE UNDER THE WILL AND CODICIL OF GAYLORD C. LYON, JR.

STATE OF ALABAMA
COUNTY OF MOBILE)

I, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, HEREBY CERTIFY THAT JANET LYON, WHOSE NAME AS PERSONAL REPRESENTATIVE UNDER THE WILL AND CODICIL OF GAYLORD C. LYON, JR. FOR AUDUBON PARTNERS, LLC, IS SIGNED TO THE FOREGOING CERTIFICATE, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT BEING INFORMED OF THE CONTENTS OF THE FOREGOING CERTIFICATE, SHE EXECUTED THE SAME VOLUNTARILY ON THE DAY SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL THIS 7th DAY OF July, 2023.

NOTARY PUBLIC. MY COMMISSION EXPIRES Aug 02, 2025

OWNER : AAD, LLC

JOHN M. DELCHAMPS, MANAGER MEMBER

STATE OF ALABAMA
COUNTY OF MOBILE)

I, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, HEREBY CERTIFY THAT JOHN M. DELCHAMPS, WHOSE NAME AS MANAGER MEMBER FOR AAD, LLC, IS SIGNED TO THE FOREGOING CERTIFICATE, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT BEING INFORMED OF THE CONTENTS OF THE FOREGOING CERTIFICATE, HE EXECUTED THE SAME VOLUNTARILY ON THE DAY SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL THIS 27th DAY OF June, 2023.

NOTARY PUBLIC. MY COMMISSION EXPIRES Aug 27, 2025

OWNER : AUSTIN PROPERTIES, LLC

DAVID L. TURNER, MANAGER MEMBER

STATE OF ALABAMA
COUNTY OF MOBILE)

I, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, HEREBY CERTIFY THAT DAVID L. TURNER, WHOSE NAME AS MANAGER MEMBER FOR AUSTIN PROPERTIES, LLC, IS SIGNED TO THE FOREGOING CERTIFICATE, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT BEING INFORMED OF THE CONTENTS OF THE FOREGOING CERTIFICATE, HE EXECUTED THE SAME VOLUNTARILY ON THE DAY SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL THIS ___ DAY OF ___, 2023.

NOTARY PUBLIC. MY COMMISSION EXPIRES ___

LEGAL DESCRIPTION

LOT 2, REVISED PLAT OF ABBA TEMPLE SUBDIVISION, AS RECORDED IN MAP BOOK 118 PAGE 60, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA

I, GERALD D. BYRD, FOR SMITH CLARK & ASSOCIATES OF MOBILE, LLC DBA BYRD SURVEYING, 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.

GERALD D. BYRD, ALABAMA LICENSE NO. 9425 DATE 06/28/23

OWNER : PIERCE MULHERIN HOLDINGS, LLC

DAVID A. TURNSTALL, MANAGER MEMBER

STATE OF ALABAMA
COUNTY OF MOBILE)

I, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, HEREBY CERTIFY THAT DAVID A. TURNSTALL, WHOSE NAME AS MANAGER MEMBER FOR PIERCE MULHERIN HOLDINGS, LLC, IS SIGNED TO THE FOREGOING CERTIFICATE, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT BEING INFORMED OF THE CONTENTS OF THE FOREGOING CERTIFICATE, HE EXECUTED THE SAME VOLUNTARILY ON THE DAY SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL THIS 27th DAY OF June, 2023.

NOTARY PUBLIC. MY COMMISSION EXPIRES Aug 27, 2025

OWNER : TWAAM, LLC

MIKE MCALEER, MANAGER

STATE OF ALABAMA
COUNTY OF MOBILE)

I, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, HEREBY CERTIFY THAT MIKE MCALEER, WHOSE NAME AS MANAGER FOR TWAAM, LLC, IS SIGNED TO THE FOREGOING CERTIFICATE, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT BEING INFORMED OF THE CONTENTS OF THE FOREGOING CERTIFICATE, HE EXECUTED THE SAME VOLUNTARILY ON THE DAY SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL THIS 27th DAY OF June, 2023.

NOTARY PUBLIC. MY COMMISSION EXPIRES Aug 27, 2025

COUNTY ENGINEERING NOTES :

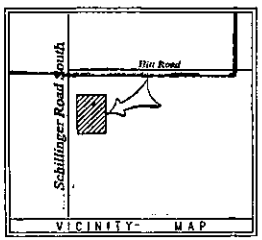
DEVELOPMENT SHALL BE DESIGNED TO COMPLY WITH THE MOBILE COUNTY FLOOD DAMAGE PREVENTION ORDINANCE, AND MAY REQUIRE SUBMISSION OF CERTIFICATION FROM A LICENSED ENGINEER CERTIFYING THAT THE DESIGN COMPLIES WITH THE MOBILE COUNTY FLOOD DAMAGE PREVENTION ORDINANCE PRIOR TO THE ISSUANCE OF ANY PERMITS.

DEVELOPMENTS LOCATED WITHIN THE COUNTY MS4 BOUNDARY MUST COMPLY WITH ALL CONDITIONS OF THE MOBILE COUNTY MS4 PERMIT AND MUST BE DESIGNED TO COMPLY WITH THE ALABAMA HANDBOOK FOR EROSION CONTROL, SEDIMENT CONTROL AND STORMWATER MANAGEMENT ON CONSTRUCTION SITES AND URBAN AREAS, VOLUMES 1 & 2, CURRENT EDITION.

THIS SUBDIVISION SHOWN IS HEREBY APPROVED BY THE MOBILE COUNTY COMMISSION AT ITS MEETING ON 7/10/23, 2023.

MOBILE COUNTY ENGINEERING DEPARTMENT
NO EASEMENT OR R-O-W ACCEPTANCE.

COUNTY ENGINEER DATE 7/10/2023



SITE DATA :

NUMBER OF LOTS = 2

SIZE OF SUBDIVISION = 2.07 AC. ±

SMALLEST LOT SIZE = 0.97 AC. ±

LINEAR FEET IN STREETS = 0 FEET

- I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD INSURANCE RATE MAP # 01000E L DATED JUNE 6, 2020 AND FOUND THAT THE ABOVE DESCRIBED PROPERTY IS SHOWN IN FLOOD ZONE "X" UNSHADED ON PANEL 0.36 AS DETERMINED BY ELEVATION
- ALL RIGHT OF WAYS AND DRAINAGE EASEMENTS OF RECORD ARE SHOWN ON THIS PLAT; BUT THIS PLAT DOES NOT REFLECT OTHER DOCUMENTS (ie UTILITY EASEMENTS, ETC.) THAT WOULD NORMALLY APPEAR AS AN EXCEPTION IN A TITLE COMMITMENT OR POLICY.
- DRAWINGS SHOULD NOT BE SCALED. THE LOCATION OF SOME FEATURES ARE EXAGGERATED FOR CLARITY (i.e. FENCES, CURBS, ETC.
- FIELD DATA TAKEN – MAY 30, 2023
- BEARINGS REFER TO ALABAMA STATE PLANE COORDINATES, ALA. WEST 0102, NAD 83, ALDOT CORS
- FURNISHED DESCRIPTION FROM CLIENT
- TYPE OF SURVEY – SUBDIVISION
- ALL PROPERTY CORNERS ARE 5/8" R.S.I. CAPPED REBARS UNLESS OTHERWISE NOTED.

Inst. # 2023046828 Pages: 8 of 8 Doc: MAP
I certify this instrument filed on 7/11/2023 8:32 AM
Don Davis, Judge of Probate
Mobile County, AL Rec: $13.00

Clerk: BTOWLER

RESUBDIVISION OF LOT 2, ABBA TEMPLE SUBDIVISION,

REVISED PLAT

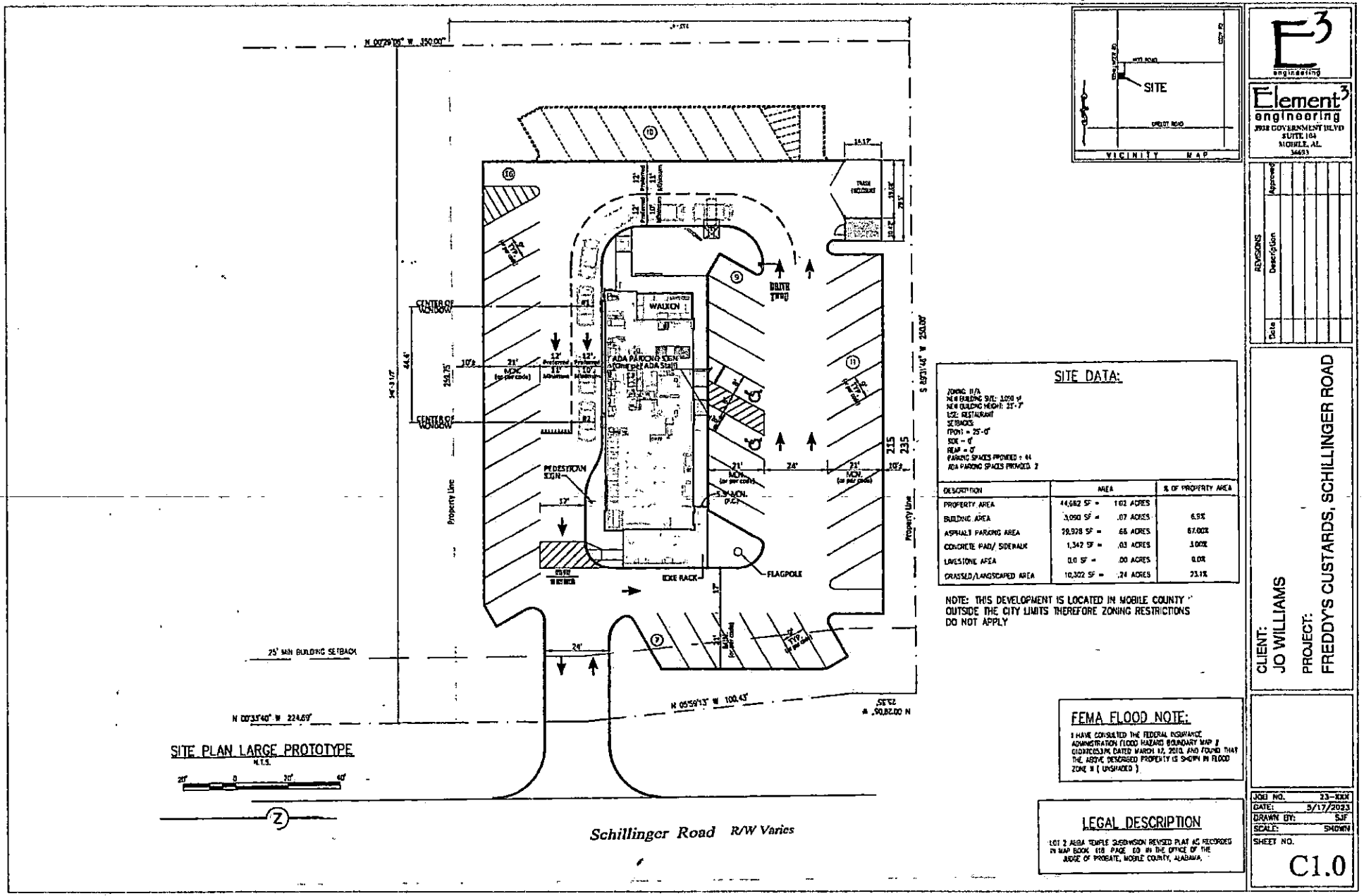
BYRD SURVEYING

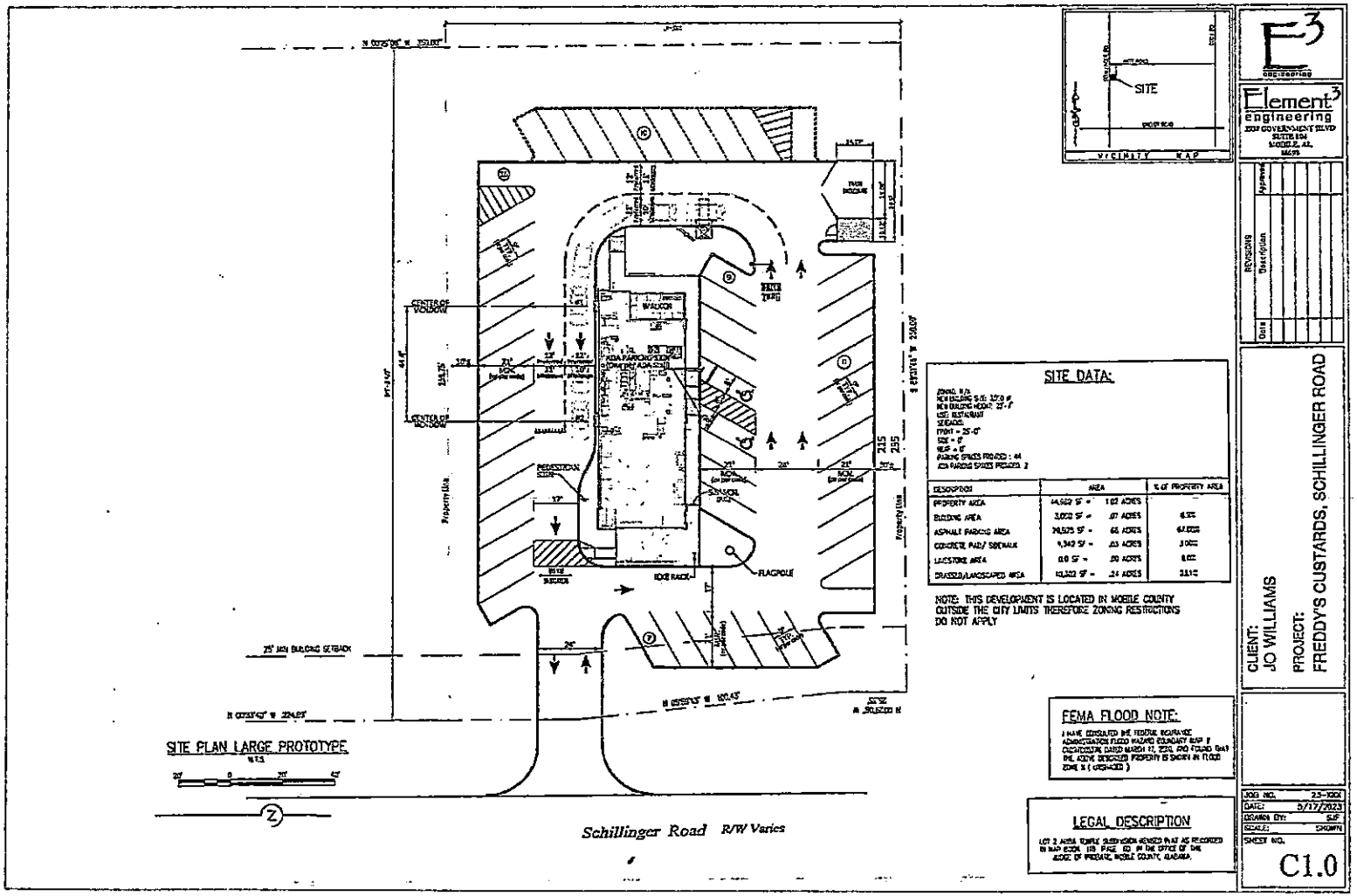
2609 HALLS MILL ROAD MOBILE, ALABAMA
(251) 476-5010 BYRD@BYRDSURVEYING.BIZ

SCALE : 1" = 40' JUNE 28, 2023

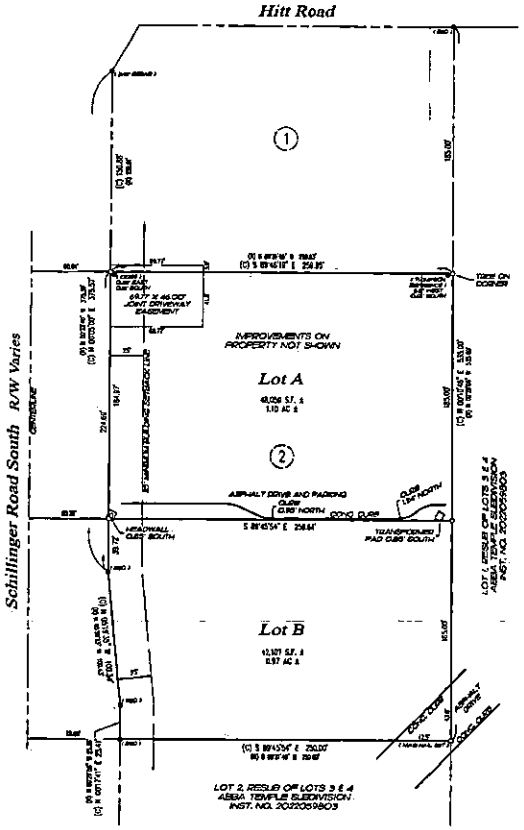
Site Plan

Schillinger Rd


N 00°29'05" W 350.00'
CENTER OF WINDOW
CENTER OF WINDOW
54'-3 1/2"
44.6'
259.25'
10'±
21'
MDVC (as per code)
13'
Perpendicular
11'
Minimum
12'
Perpendicular
11'
Minimum
ADA PARKING SIGN (Typical ADA Stall)
WALK-IN
DRIVE THRU
TRASH ENCLOSURE
15.17'
13.42'
29.5'
10.42'
215
235
S 89°31'40" W 250.00'
Property Line
Property Line
PEDESTRIAN SIGN
MDVC (as per code)
24'
21'
MDVC (as per code)
10'±
5 SHADE UMBRELLAS (T.Y.P.)
BIKE RACK
FLAGPOLE
17'
25' MIN BUILDING SETBACK
24'
N 05°59'13" W 100.43'
SE'LY
@ 90,182.00 N
N 00°33'40" W 224.69'
SITE PLAN LARGE PROTOTYPE
N.T.S.
20'
0
20'
40'
Schillinger Road R/W Varies
SITE
VICINITY MAP
SITE DATA:
ZONING: B/A
NEW BUILDING SIZE: 3,090 sf
NEW BUILDING HEIGHT: 21'-7"
USE: RESTAURANT
SETBACKS
FRONT = 25'-0"
SIDE = 0'
REAR = 0'
PARKING SPACES PROVIDED = 44
ADA PARKING SPACES PROVIDED 2
DESCRIPTION | AREA | % OF PROPERTY AREA
PROPERTY AREA | 44,682 SF = 1.02 ACRES |
BUILDING AREA | 3,090 SF = .07 ACRES | 6.9%
ASPHALT PARKING AREA | 29,928 SF = .68 ACRES | 67.00%
CONCRETE PAD/ SIDEWALK | 1,342 SF = .03 ACRES | 3.00%
LIMESTONE AREA | 0.0 SF = .00 ACRES | 0.0%
GRASSED/LANDSCAPED AREA | 10,302 SF = .24 ACRES | 23.1%
NOTE: THIS DEVELOPMENT IS LOCATED IN MOBILE COUNTY OUTSIDE THE CITY LIMITS THEREFORE ZONING RESTRICTIONS DO NOT APPLY
FEMA FLOOD NOTE:
I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP & QUADRICULATE DATED MARCH 17, 2010, AND FOUND THAT THE ABOVE DESCRIBED PROPERTY IS SHOWN IN FLOOD ZONE X (UNSHADED).
LEGAL DESCRIPTION
LOT 2 ALBA TEMPLE SUBDIVISION REVISED PLAT AS RECORDED IN MAP BOOK 118 PAGE 60 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.
Element3 engineering
3938 GOVERNMENT BLVD
SUITE 104
MOBILE, AL
36693
REVISIONS
Description
Approved
Date
CLIENT:
JO WILLIAMS
PROJECT:
FREDDY'S CUSTARDS, SCHILLINGER ROAD
JOB NO. 23-XXX
DATE: 5/17/2023
DRAWN BY: SJF
SCALE: SHOWN
SHEET NO.
C1.0


SITE
VICINITY MAP
SITE PLAN LARGE PROTOTYPE
Schillinger Road R/W Varies
SITE DATA:
NOTE: THIS DEVELOPMENT IS LOCATED IN MOBILE COUNTY OUTSIDE THE CITY LIMITS THEREFORE ZONING RESTRICTIONS DO NOT APPLY
FEMA FLOOD NOTE:
LEGAL DESCRIPTION
Element 3 engineering
CLIENT: JO WILLIAMS
PROJECT: FREDDY'S CUSTARDS, SCHILLINGER ROAD
C1.0

Doc: MAP Don Davis, Judge of Probate Mobile County, AL Rec: $13.00
Clerk: BTOWLER


Hitt Road
Schillinger Road South R/W Varies
IMPROVEMENTS ON PROPERTY NOT SHOWN
Lot A
43,056 S.F. ±
1.10 AC ±
Lot B
42,927 S.F. ±
0.97 AC ±
ASPHALT DRIVE AND PARKING
CURB CUT NORTH
CONC. CURB
MEADOWALL CURB SOUTH
TRANSFORMER PAD CURB SOUTH
CONCRETE
ASPHALT DRIVE
LOT 2, RESUB OF LOTS 3 & 4 ABBA TEMPLE SUBDIVISION INST. NO. 2012059803
POINT OF BEGINNING
POINT OF COMMENCING
TRUE POINT OF BEGINNING
TRUE POINT OF COMMENCING
(C) S 89°45'54" E 256.89'
(C) S 89°45'54" E 256.00'
(C) S 89°45'54" E 250.00'
(C) N 89°45'54" W 250.00'
(C) N 89°45'54" W 254.89'
(C) N 00°07'47" E 254.89'
(C) S 00°07'47" W 254.89'
(C) S 00°07'47" W 255.00'
(C) N 00°07'47" E 255.00'
(C) N 00°07'47" E 254.89'
(C) S 00°07'47" W 254.89

Pratt Thomas
C/O Merrill P Thomas Co., Inc
3280 Dauphin St, C104
Mobile, AL 36606

ABBA Temple Ancient Arabic
7701 Hitt Rd
Mobile, AL 36695

Elmore Family Properties, LLC
4000 Dawson Dr
Mobile, AL 36619

HITTSCH LLC
P.O. Box 7475
Mobile, AL 36670

Mobile RE Investments, LLC
1540 S Federal Hwy
Pompano Beach, FL 33062

MYMS Inc
P.O. Box 160812
Mobile, AL 36616

OLP RW Properties LLC
c/o Driven Brands Inc
440 S Church St, Ste 200
Charlotte, NC 28202

Pierce Mulherin Holdings LLC
3280 Dauphin St, C104
Mobile, AL 36606

Planning Commission
November 2, 2023

Agenda Item #: 5

ZON-UDC-002669-2023

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

Applicant Materials for Consideration

DETAILS

Location:
1065 & 1067 Schillinger Road South

Applicant / Agent (as applicable):
Pratt Thomas, MPWD, LLC

Property Owner:
Pierce Mulherrin Holdings, LLC

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

Proposed Zoning:
B-3, Community Business Suburban District

Future Land Use:
Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).
- **Note:**
  Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

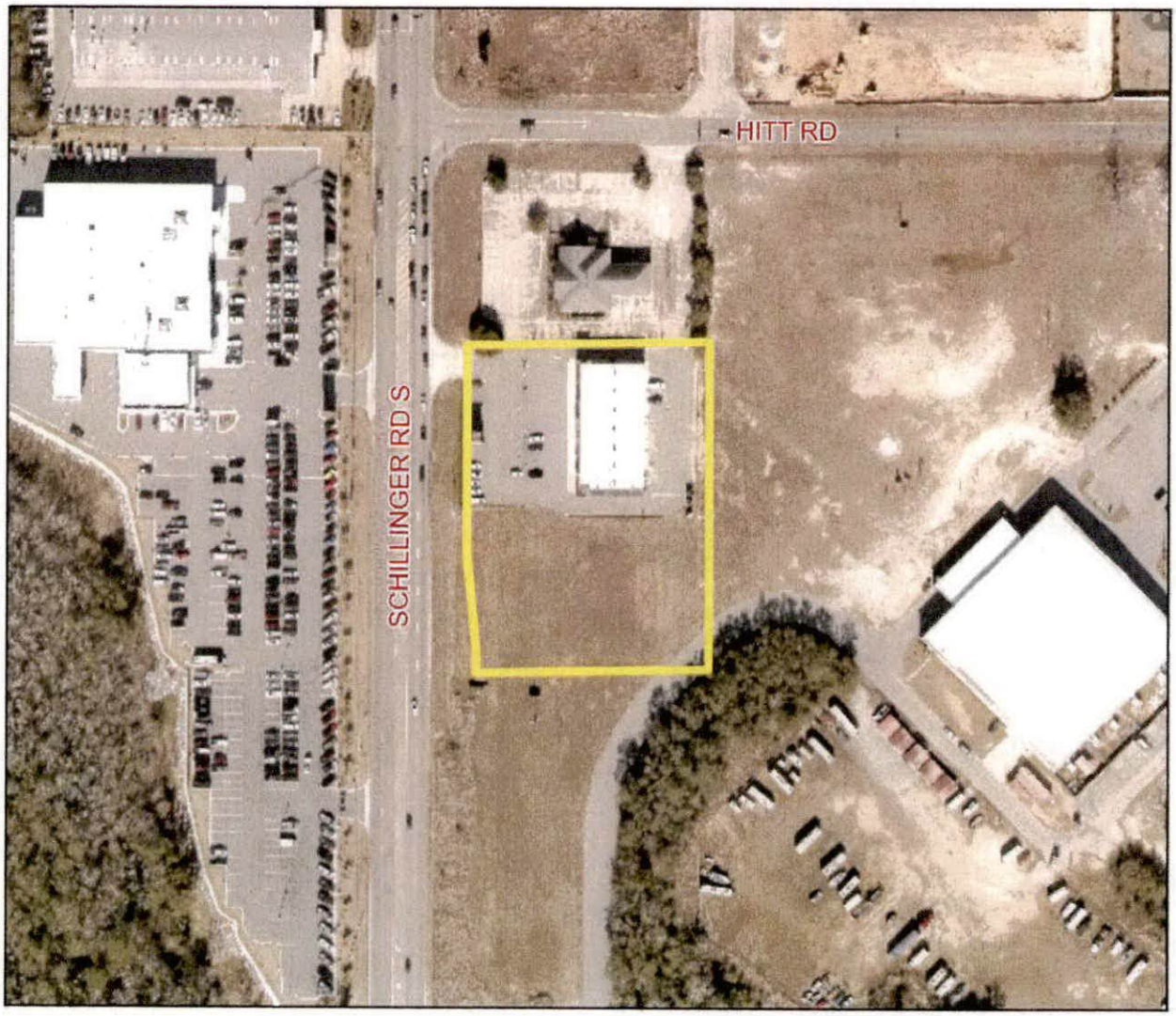
Commission Considerations:

- Rezoning with two (2) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 5
Exhibits 6

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units. A meeting hall lies east of the site.

APPLICATION NUMBER 5 DATE November 2, 2023

APPLICANT Pratt Thomas, MPWD, LLC

REQUEST Rezoning from R-1 to B-3

N

NTS

SITE HISTORY

The subject site was brought to the Planning Commission on January 3, 2008 for a three-lot Subdivision, which was subsequently recorded in Probate Court. At that time the site was locate in the County, but within the City's Planning Jurisdiction. The Planning Jurisdiction was altered to coincide with the city limit line in 2018. Shortly thereafter the site was developed with a commercial multi-tenant development.

The site went before the Mobile County Commission for a two-lot Subdivision, which was subsequently recorded in Probate Court on July 11, 2023.

Most recently, the site was annexed into the city limits of Mobile, effective July 25, 2023.

STAFF COMMENTS

Engineering Comments:

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

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.

Urban Forestry Comments:

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

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinkled commercial buildings, within 600' of sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

The applicant is requesting to rezone the subject site from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

As stated previously, the subject site went before the Mobile County Commission for a two-lot Subdivision, which was approved and recorded in Probate Court in July, 2023. Effective July 25, 2023 the subject site was annexed into the City of Mobile. As part of the standard annexation procedures the site is zoned R-1. The property owner was under contract to sell the site prior to annexation with the prospective buyer planning to develop the site commercially. They are now unable to do so due to the R-1 designation, hence the current application.

The subject site is abutted to the North by R-1 property, previously developed commercially with a bank, though it now seems to be under redevelopment; to the South by undeveloped land, which is zoned R-1; to the East by R-1, developed as the ABBA Temple; and to the West (across Schillinger Road South), by automobile sales in an R-1 district.

It should be noted that the subject site is currently included in the proposed zoning amendments within the Cottage Hill Corridor to be considered by the Planning Commission at its meeting on November 16th. However, the applicant has made application in an effort to obtain a quicker rezoning determination than is perhaps possible with the proposed zoning amendment for the entire annexed area.

The applicant is requesting B-3 for an existing shopping center and proposed future commercial development. This zoning classification will allow for the development to contain offices and/or retail, as well restaurants and/or bars.

This site is designated as Mixed Commercial Corridor on the Future Land Use Map. Rezoning to B-3 would be compatible with this FLUM designation. While zoning consideration is not site plan specific, compliance with the commercial development standards of the Unified Development Code will be required to develop the site. If the rezoning is approved, development of the site must fully comply with the UDC.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

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

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

Considerations:

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

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

LOCATOR ZONING MAP



APPLICATION NUMBER 5 DATE November 2, 2023

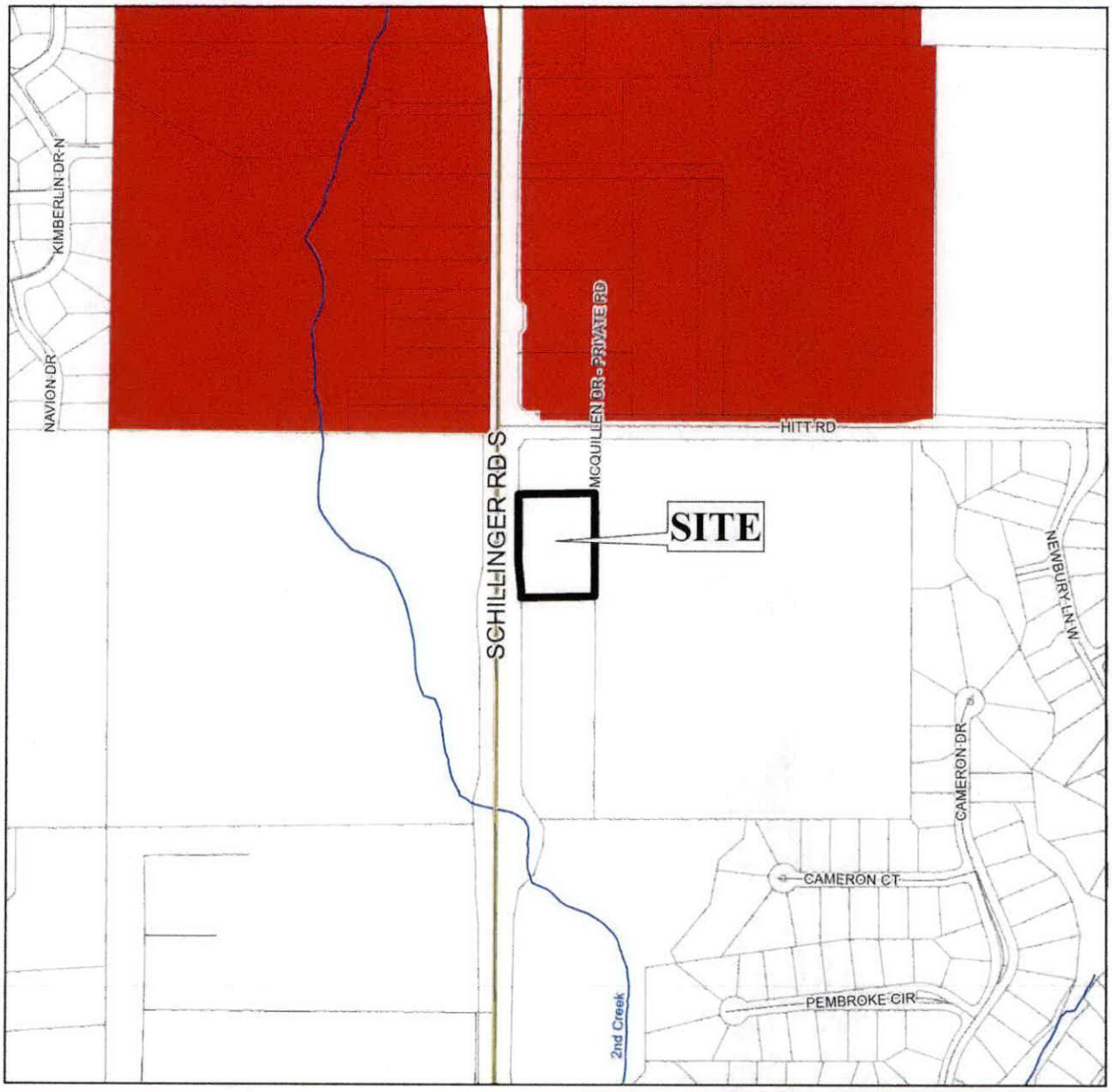
APPLICANT Pratt Thomas, MPWD, LLC

REQUEST Rezoning from R-1 to B-3

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 5 DATE November 2, 2023

APPLICANT Pratt Thomas, MPWD, LLC

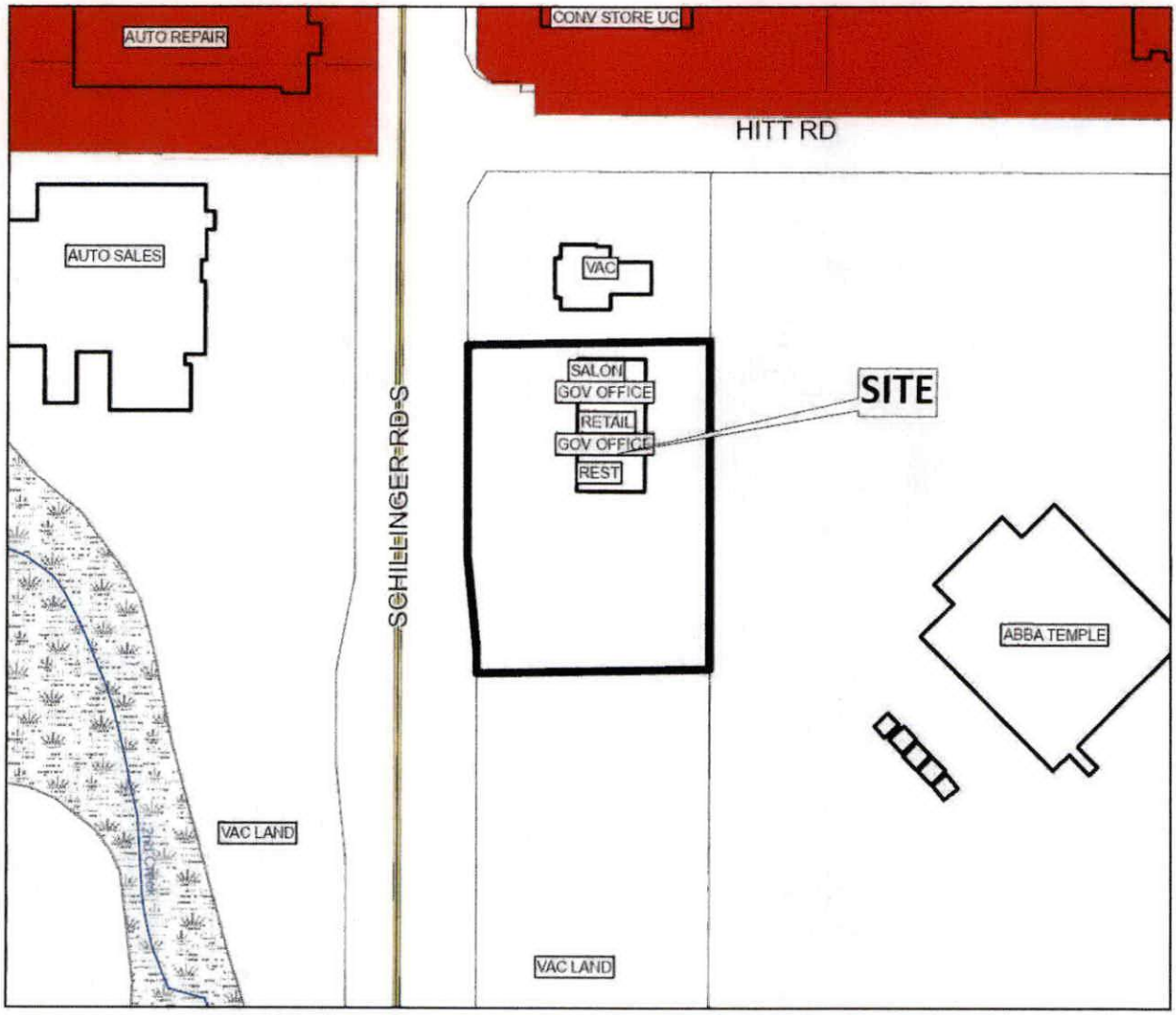
REQUEST Rezoning from R-1 to B-3

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units. A meeting hall lies east of the site.

APPLICATION NUMBER 5 DATE November 2, 2023

APPLICANT Pratt Thomas, MPWD, LLC

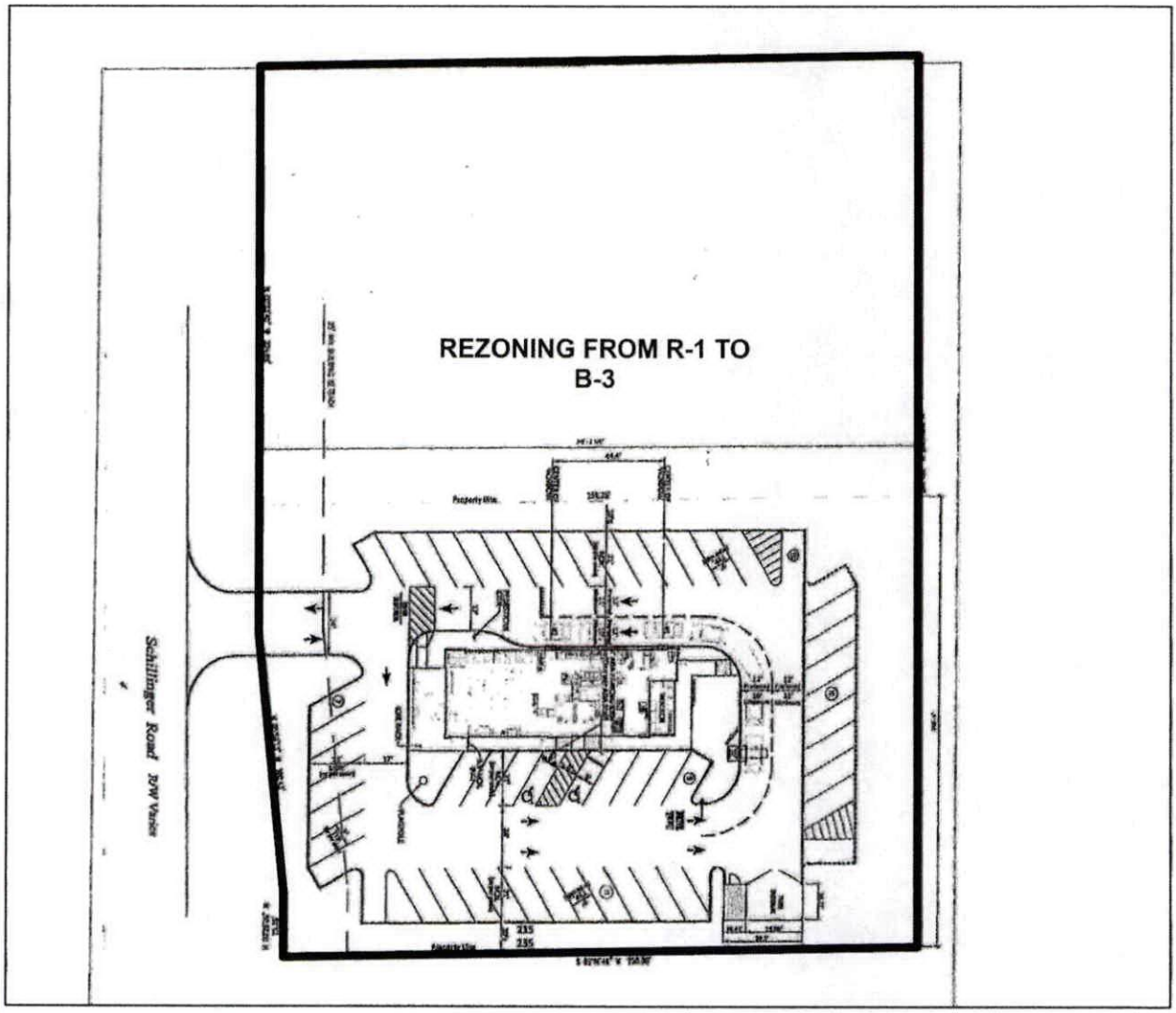
REQUEST Rezoning from R-1 to B-3

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	

N

NTS

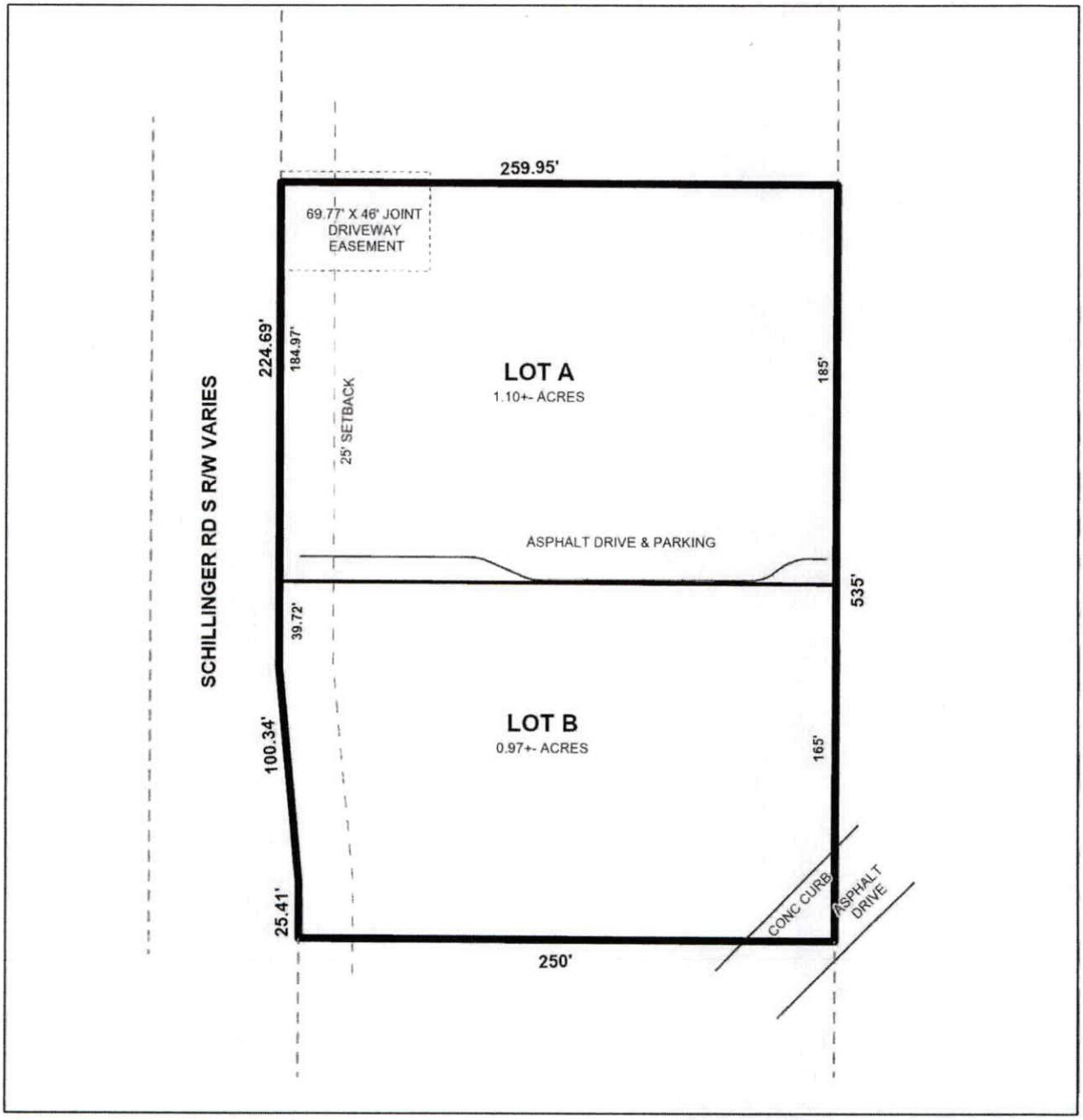
SITE PLAN



The site plan illustrates the proposed building, parking, and drive thru.

APPLICATION NUMBER 5 DATE November 2, 2023 APPLICANT Pratt Thomas, MPWD, LLC REQUEST Rezoning from R-1 to B-3	N NTS

DETAIL SITE PLAN



APPLICATION NUMBER 5 DATE November 2, 2023

APPLICANT Pratt Thomas, MPWD, LLC

REQUEST Rezoning from R-1 to B-3

N

NTS

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

Zoning District Correspondence Matrix

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

MIXED COMMERCIAL CORRIDOR (MCC)

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

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

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

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
cover letter	Cover Memo	11/30/2023
study report	Cover Memo	11/30/2023
PC results	Cover Memo	11/30/2023
packet	Cover Memo	11/30/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/30/2023 - 3:07 PM

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

November 30, 2023

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on November 16, 2023 held a Public Hearing to consider **Proposed Zoning Map Amendments** for the recently annexed areas of Kings Branch, Orchard Estates and the Cottage Hill Corridor**.**

After discussion it was decided to recommend approval of the **Proposed Zoning Map Amendments**, with additional amendments discussed during the Public Hearing, to the City Council.

Copies of the staff report and results agenda listing the additional amendments are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

bh
Attachments

Planning Commission
November 16, 2023

Proposed Zoning Map Amendments

For recently annexed areas

Report Contents: **Page**

Considerations 2
Kings Branch Proposed Zoning Map 3
Orchard Estates Proposed Zoning Map 4
Cottage Hill Corridor North Proposed Zoning Map .. 5
Cottage Hill Corridor South Proposed Zoning Map .. 6

Overview

On July 18, 2023, an election for annexation was held for four (4) areas contiguous to the City of Mobile. Three (3) areas, Kings Branch, Orchard Estates and the Cottage Hill Corridor voted to be annexed into the City. The vote was certified on July 25.

When properties are annexed into the City, they are assigned an R-1, Single-Family Residential zoning designation. In accordance with state law, the next planning step is to update the City's Comprehensive plan; specifically the Future Land Use Map (FLUM) and the Major Street Plan (MSP) components to assign Future Land Use Categories and Functional Classifications for the streets. The Planning Commission approved the amendments to the FLUM and MSP at their October 5, 2023 meeting.

The process for rezoning the annexed areas is based on legal requirements and is as follows:

A. Planning Commission Public Hearing and Recommendation

1. Call for Public Hearing (October 19, 2023) and Legal Advertisement (October 25, November 1 and November 8, 2023)
2. Public Hearing (November 16, 2023) and Recommendation to City Council (To be determined)

B. City Council Public Hearing and Final Decision

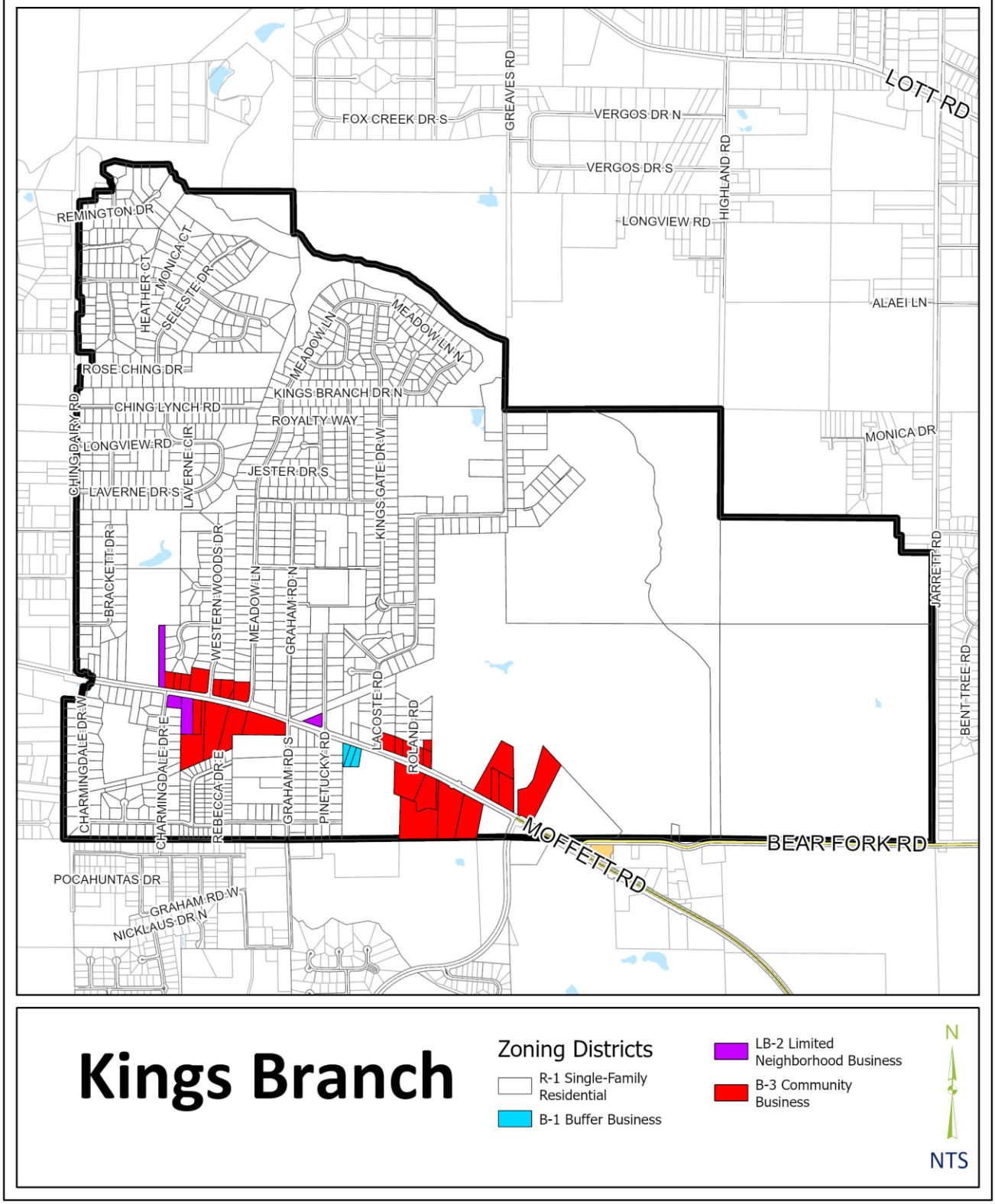
1. Call for Public Hearing & Legal Advertisement (To be determined)
2. Public Hearing (To be determined)
3. Final Decision (To be determined)

Based on the adopted FLUM, MSP and analysis of the existing built environment, a zoning study was prepared. The Planning Commission called for the public hearing at their October 16, 2023 meeting. The study and hearing have been advertised as required by law and two community meetings (October 30, 2023 and November 2, 2023) were held. The maps are included in this report and are available for viewing on both the Build Mobile and Map for Mobile websites. Comments will be received via the portal and email until November 10, 2023. After the portal is closed the comments received via the portal and email will be amended to this report and published prior to the public hearing on November 16, 2023 at 2:00 pm.

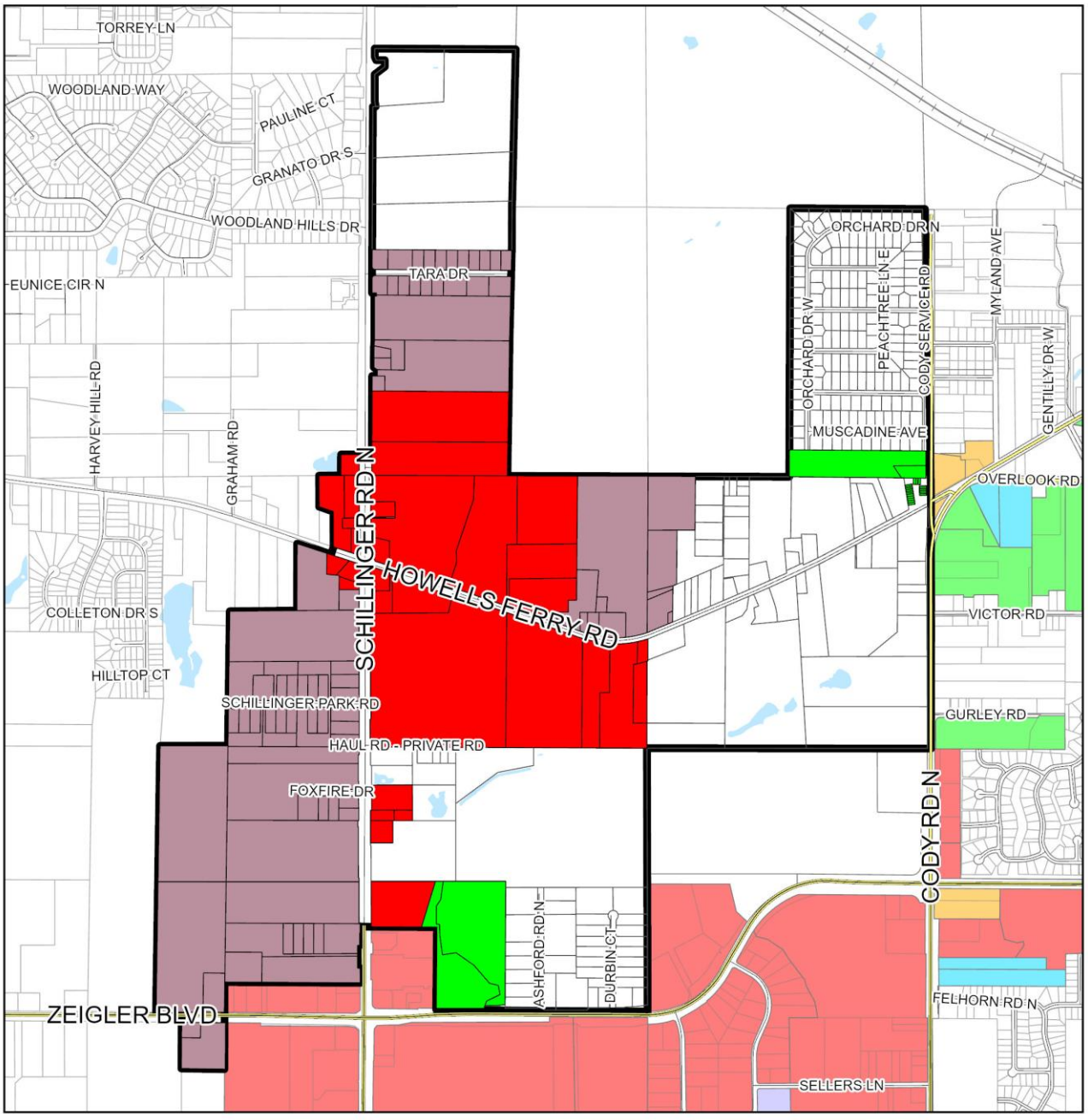
Considerations

The Planning Commission should review the proposed zoning study on the following pages and via the links provided above. An amended report with comments received by November 10th will be provided to the Planning Commission and published on the website prior to the November 16th hearing. The Commission should factor in all aspects of the study, including comments provided to the Commission prior to the hearing, as well as any comments received at the public hearing on November 16th to formulate a recommendation to the City Council.

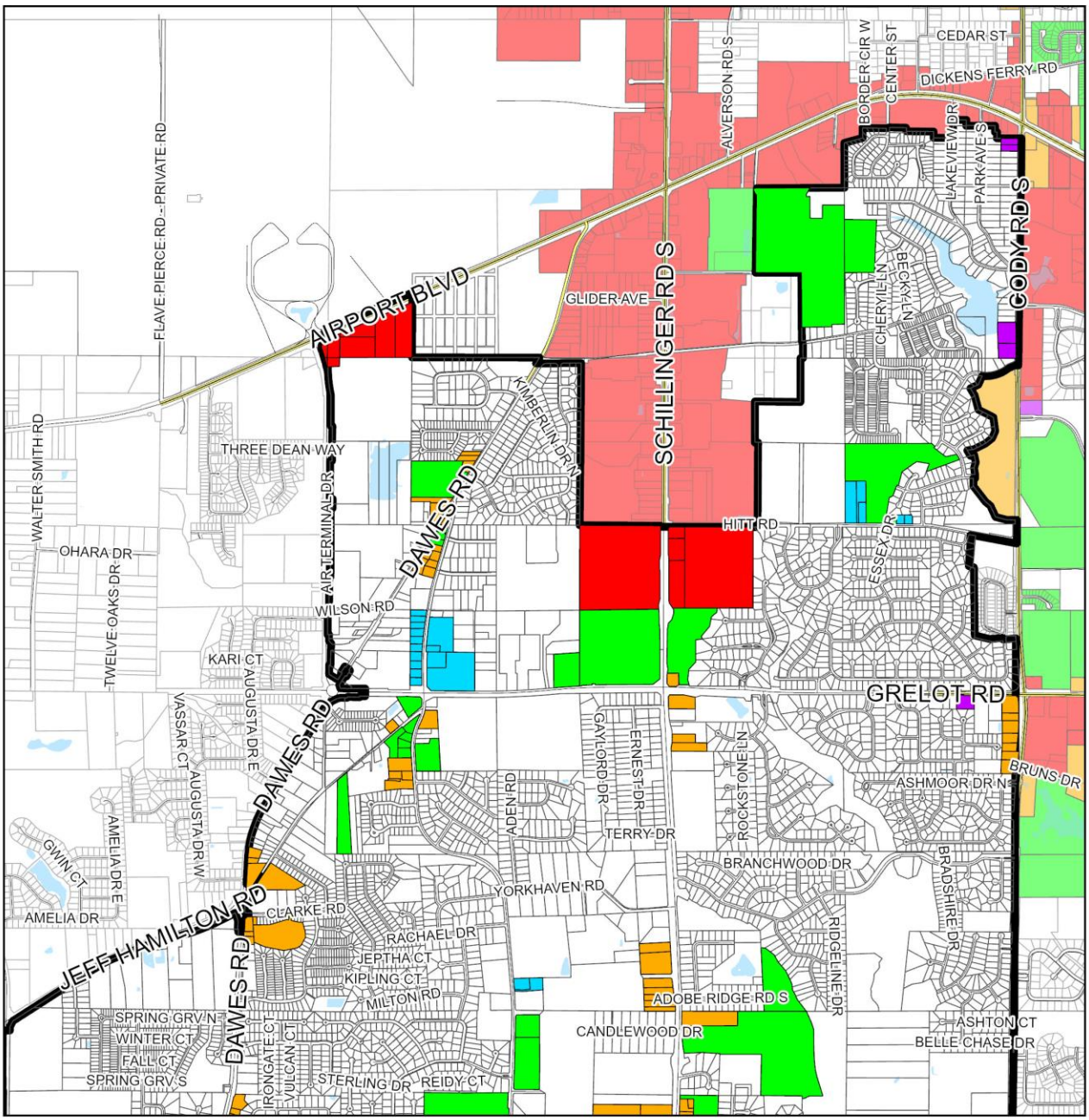
PROPOSED ZONING MAP



PROPOSED ZONING MAP



PROPOSED ZONING MAP



Cottage Hill
NORTH CORRIDOR

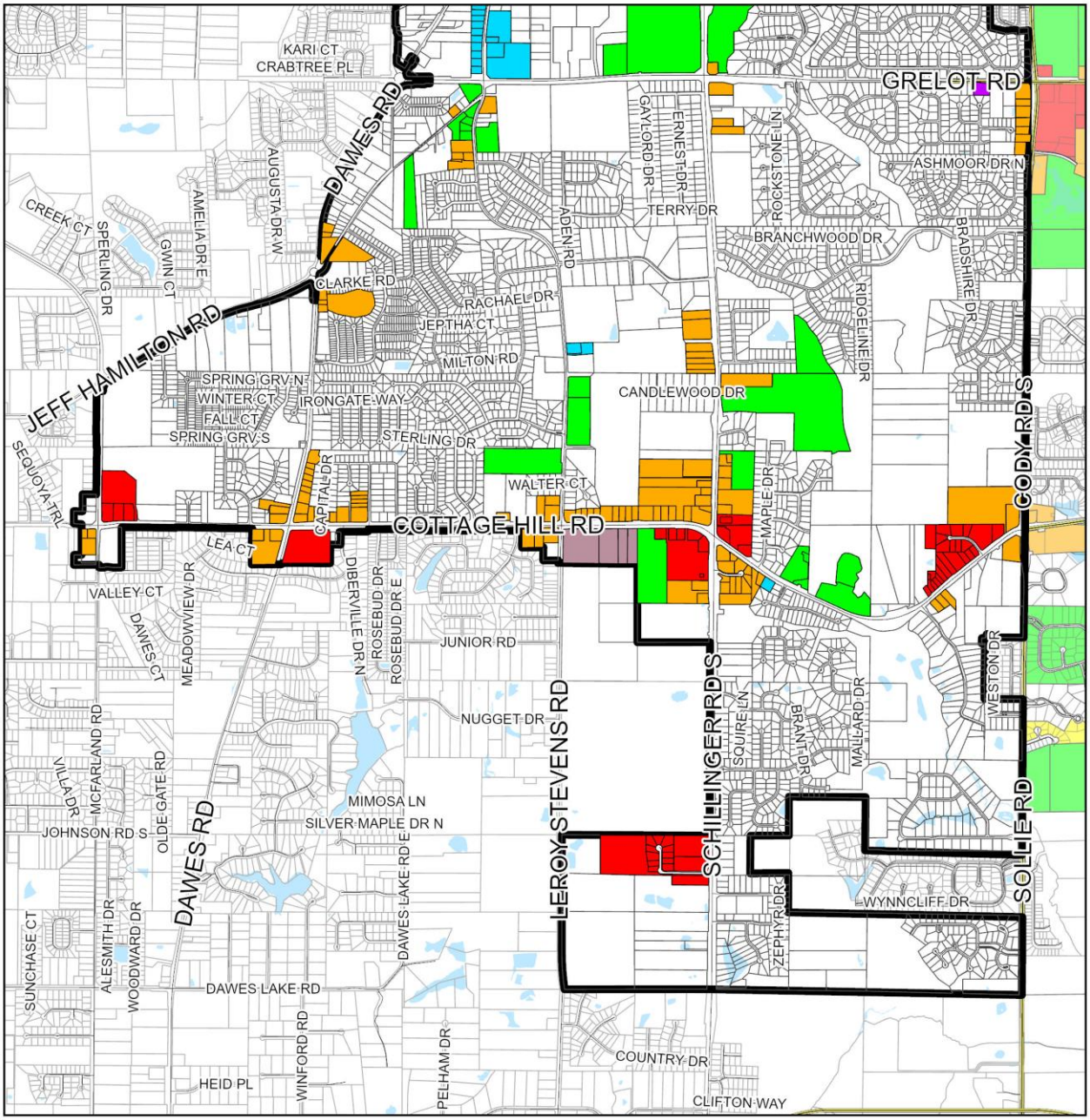
Zoning Districts

- R-1 Single-Family Residential
- R-3 Multi-Family Residential
- B-1 Buffer Business
- LB-2 Limited Neighborhood Business
- B-2 Neighborhood Business
- B-3 Community Business

N

NTS

PROPOSED ZONING MAP



Cottage Hill
SOUTH CORRIDOR

Zoning Districts

- R-1 Single-Family Residential
- R-3 Multi-Family Residential
- B-1 Buffer Business
- LB-2 Limited Neighborhood Business
- B-2 Neighborhood Business
- B-3 Community Business
- CW Commercial Warehouse

N

NTS

Mobile Planning Commission
Results Agenda
November 16, 2023 – 2:00 P.M.

ADMINISTRATIVE

Roll Call

x	Mr. John W. "Jay" Stubbs, Jr., Chairman		Mr. Matt Anderson (MD)
x	Mr. Kirk Mattei, Vice Chairman	x	Mr. Nick Amberger (AO)
	Ms. Jennifer Denson, Secretary	x	Mr. Josh Woods (CC)
	Ms. Shirley Sessions	x	Mr. Harry Brislin, IV (S)
x	Mr. Larry Dorsey	x	Mr. Kenny Nichols (S)
x	Mr. Chad Anderson		
(S) Supernumerary	(MD) Mayor's Designee	(AO) Administrative Official	(CC) City Council Representative

Staff: Jonathan Ellzey, George Davis, Victoria Burch, Doug Anderson, Margaret Pappas, Logan Anderson, Shayla Beaco

Adoption of the Agenda: Motion to adopt by Josh Woods. Second by Nick Amberger. Adopted.

OTHER BUSINESS

Public Hearing

Zoning Amendments for Annexed Areas

Motion to approve by Josh Woods. Second by Kirk Mattei. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022809312000004.010 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

Motion to approve by Josh Woods. Second by Kirk Mattei. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of a portion of Parcel I.D. R022707254000004.000, as described by the revised legal description of the property submitted by the property owner, from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3). The balance of Parcel I.D. R022707254000004.000 is

recommended to be rezoned from Single-Family Residential Suburban District (R-1) to Multi-Family Residential Suburban District (R-3).

- Kirk Mattei recused.

Motion to approve by Nick Amberger. Second by Chad Anderson. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023401020001048.002 and R023401020001048.003 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Chad Anderson. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401020001010.001 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Nick Amberger. Second by Josh Woods. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401012000010.000 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Chad Anderson. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023303063000033.000 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023303073000009.000, R023303073000009.002, and R023303073000009.003 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022707252000026.002 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Chad Anderson. Second by Josh Woods. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401020002009.000 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

- Kenny Nichols recused.

  Motion to approve by Chad Anderson. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023303061000010.000 and R023303061000011.000 from R-1, Single-Family Residential Suburban District to Community Business Suburban District (B-3).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R022707350000051.002, R022707350000051.168, R022707350000051.169, R022707350000051.170, R022707350000051.171, R022707350000051.172, R022707350000051.173, R022707350000051.174, R022707350000051.175, R022707350000051.176, R022707350000051.177, R022707350000051.178, and R022707350000055.000 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022707361000029.000, aka 7805 Terry Drive, from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Nick Amberger. Second by Larry Dorsey. Approved.

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
Newly annexed areas in Orchard Estates and the Cottage Hill Corridor

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 5, 2023, a public hearing will be held on the 2nd day of January, 2024, at 10:30 a.m., to consider adoption of an ordinance to rezone newly annexed areas in Orchard Estates and the Cottage Hill Corridor, effective July 25, 2023, from R-1, Single-Family Residential Suburban District, to R-3, Multi-Family Residential Suburban District.

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

Maps of the Proposed Zoning Amendments are available for viewing at the following websites:

1. Build Mobile – Maps (interactive map):
   https://www.buildmobile.org/maps/
2. Map for Mobile (printable maps):
   https://mapformobile.org/zoningmapcomment/

Lisa C. Lambert
City Clerk

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

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

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

Orchard Estates annexed area (24 parcels)

R022803064001047.001
R022803064001047.002
R022803071000001.001
R022803071000001.002
R022803071000001.003
R022803071000001.005
R022803071000001.006
R022803071000001.007
R022803071000001.008
R022803071000001.009
R022803071000001.010
R022803071000001.011
R022803071000001.012
R022803071000001.013
R022803071000001.014
R022803071000001.015
R022803071000001.020
R022803071000001.021
R022803071000001.022
R022803071000001.023
R022803071000001.024

R022803071000001.025
R022803073000001.009
R022803073000001.010

Cottage Hill Corridor annexed area (30 parcels)

R022707252000026.000
R022707253000012.004
R022707253000012.006
R022707253000012.007
R022707253000012.015
R022707254000003.004
R022707362000003.004
R022707362000005.002
R022707362000012.000
R022707362000013.000
R022707362000013.001
R022707362000013.002
R022707362000013.003
R022707362000017.003
R022804193000002.000
R022804194001090.000
R022809301000046.000
R022809303000001.204
R022809313000001.000
R023303062000050.000
R023303062000065.000
R023303063000001.003
R023303063000001.004
R023303063000002.000
R023303063000002.003
R023401011000055.000
R023401011000055.001
R023401012000007.000
R023401014000002.002

And parcel R022707254000004.000 less and except the following portion:

Commencing at the Northwest corner of the Southeast quarter of the Southeast quarter of Section 25, Township 4 South, Range 3 West, Mobile County, Alabama; Thence N-89°-36'-58"-E, along the North line of the Southeast quarter of the Southeast quarter of said Section 25, for 628.51 feet to the Point of Beginning of the parcel herein described; Thence continue N-89°-36'-58"-E, along the North line of the Southeast quarter of the Southeast quarter of said Section 25, for 626.26 feet to a point at the intersection of the North line of the Southeast quarter of the Southeast quarter of said Section 25 with the West right of way line of Schillinger Road, (variable width public R\W); Thence S-02°-51'-49"-E, along the West right of way line of said Schillinger Road, for 130.56 feet; Thence S-00°-07'-34"-W, along the West right of way line of said Schillinger Road, for 99.81 feet; Thence S-05°-26'-09"-E, along the West right of way line of said Schillinger Road, for 100.53 feet; Thence S-00°-16'-27"-W, along the West right of way line of said Schillinger Road, for 99.89 feet; Thence S-08°-41'-35"-E, along the West right of way line of said Schillinger Road, for 42.32 feet; Thence N-89°-06'-28"-W, leaving the West right of way line of said Schillinger Road, for 176.41 feet; Thence S-00°-54'-47"-W for 12.08 feet; Thence N-89°-06'-28"-W for 340.78 feet; Thence S-22°-23'-32"-W for 34.36 feet; Thence N-89°-06'-28"-W for 199.89 feet; Thence N-01°-00'-57"-E for 231.47 feet; Thence S-89°-06'-28"-E for 90.00 feet; Thence N-00°-23'-02"-W for 270.52 feet to the Point of Beginning, and containing 323,785 square feet or 7.365 acres, more or less.

The classification of said property is hereby changed from R-1, Single-Family Residential - Suburban to R-3, Multi-Family Residential – Suburban, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in R-3, Multi-Family Residential – Suburban, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 2nd day of January, 2024 at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 13th day of December, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the rezoning of the following described properties located in the Orchard Estates and Cottage Hill Corridor areas that annexed into the City of Mobile effective July 25, 2023 from R-1, Single-Family Residential - Suburban to R-3, Multi-Family Residential – Suburban:

Orchard Estates annexed area
(24 parcels)

R022803064001047.001	R022803071000001.008	R022803071000001.020
R022803064001047.002	R022803071000001.009	R022803071000001.021
R022803071000001.001	R022803071000001.010	R022803071000001.022
R022803071000001.002	R022803071000001.011	R022803071000001.023
R022803071000001.003	R022803071000001.012	R022803071000001.024
R022803071000001.005	R022803071000001.013	R022803071000001.025
R022803071000001.006	R022803071000001.014	R022803073000001.009
R022803071000001.007	R022803071000001.015	R022803073000001.010

Cottage Hill Corridor annexed area
(30 parcels)

R022707252000026.000	R022707362000013.001	R023303062000065.000
R022707253000012.004	R022707362000013.002	R023303063000001.003
R022707253000012.006	R022707362000013.003	R023303063000001.004
R022707253000012.007	R022707362000017.003	R023303063000002.000
R022707253000012.015	R022804193000002.000	R023303063000002.003
R022707254000003.004	R022804194001090.000	R023401011000055.000
R022707362000003.004	R022809301000046.000	R023401011000055.001
R022707362000005.002	R022809303000001.204	R023401012000007.000
R022707362000012.000	R022809313000001.000	R023401014000002.002
R022707362000013.000	R023303062000050.000	

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

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

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R022707362000013.001
R022707362000013.002
R022707362000013.003
R022707362000017.003
R022804193000002.000
R022804194001090.000
R022809301000046.000
R022809303000001.204
R022809313000001.000
R023303062000050.000
R023303062000065.000
R023303063000001.003
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And parcel R022707254000004.000 less and except the following portion:

Commencing at the Northwest corner of the Southeast quarter of the Southeast quarter of Section 25, Township 4 South, Range 3 West, Mobile County, Alabama; Thence N-89°-36'-58"-E, along the North line of the Southeast quarter of the Southeast quarter of said Section 25, for 628.51 feet to the Point of Beginning of the parcel herein described; Thence continue N-89°-36'-58"-E, along the North line of the Southeast quarter of the Southeast quarter of said Section 25, for 626.26 feet to a point at the intersection of the North line of the Southeast quarter of the Southeast quarter of said Section 25 with the West right of way line of Schillinger Road, (variable width public R\W); Thence S-02°-51'-49"-E, along the West right of way line of said Schillinger Road, for 130.56 feet; Thence S-00°-07'-34"-W, along the West right of way line of said Schillinger Road, for 99.81 feet; Thence S-05°-26'-09"-E, along the West right of way line of said Schillinger Road, for 100.53 feet; Thence S-00°-16'-27"-W, along the West right of way line of said

Schillinger Road, for 99.89 feet; Thence S-08°-41'-35"-E, along the West right of way line of said Schillinger Road, for 42.32 feet; Thence N-89°-06'-28"-W, leaving the West right of way line of said Schillinger Road, for 176.41 feet; Thence S-00°-54'-47"-W for 12.08 feet; Thence N-89°-06'-28"-W for 340.78 feet; Thence S-22°-23'-32"-W for 34.36 feet; Thence N-89°-06'-28"-W for 199.89 feet; Thence N-01°-00'-57"-E for 231.47 feet; Thence S-89°-06'-28"-E for 90.00 feet; Thence N-00°-23'-02"-W for 270.52 feet to the Point of Beginning, and containing 323,785 square feet or 7.365 acres, more or less.

The classification of said property is hereby changed from **R-1, Single-Family Residential - Suburban to R-3, Multi-Family Residential – Suburban,** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in **R-3, Multi-Family Residential – Suburban**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022.

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

Adopted:

_____

Lisa Lambert, City Clerk

City of Mobile
Various properties in the Orchard Estates and Cottage Hill Corridor Annexed Areas

R-1 to R-3

Council District 6
Josh Woods

Council District 7
Gina Gregory

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	11/30/2023
study report	Cover Memo	11/30/2023
cover letter	Cover Memo	11/30/2023
PC results	Cover Memo	11/30/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/30/2023 - 3:32 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
Newly annexed areas in Kings Branch and the Cottage Hill Corridor

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 5, 2023, a public hearing will be held on the 2nd day of January, 2024, at 10:30 a.m., to consider adoption of an ordinance to rezone newly annexed areas in Kings Branch and the Cottage Hill Corridor, effective July 25, 2023, from R-1, Single-Family Residential Suburban District, to B-1, Buffer Business Suburban District.

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

Maps of the Proposed Zoning Amendments are available for viewing at the following websites:

1. Build Mobile – Maps (interactive map):
   https://www.buildmobile.org/maps/
2. Map for Mobile (printable maps):
   https://mapformobile.org/zoningmapcomment/

Lisa C. Lambert
City Clerk

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

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

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

Kings Branch annexed area
(3 parcels)

R022309294000105.000
R022309294000105.001
R022309294000105.002

Cottage Hill Corridor annexed area
(22 parcels)

R022707253000005.001
R022707253000005.002
R022707253000009.000
R022707253000009.01
R022707253000015.000
R022707253000016.000
R022707253000017.000
R022707253000017.001
R022707253000018.000
R022707253000018.001
R022707253000019.000
R022707253000020.000
R022707253000021.000
R022707253000022.000
R022707364000026.001
R022707364000026.002
R022809301000046.001
R022809301000046.002
R022809301000046.005
R022809301000046.006
R022809301000046.14
R023303063000033.048

The classification of said property is hereby changed from R-1, Single-Family Residential - Suburban to B-1, Buffer Business – Suburban, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in B-1, Buffer Business – Suburban, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 2nd day of January, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 13th day of December, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the rezoning of the following described properties located in the Kings Branch and Cottage Hill Corridor areas that annexed into the City of Mobile effective July 25, 2023 from R-1, Single-Family Residential - Suburban to B-1, Buffer Business – Suburban:

Kings Branch annexed area
(3 parcels)

R022309294000105.000
R022309294000105.001
R022309294000105.002

Cottage Hill Corridor annexed area
(22 parcels)

R022707253000005.001
R022707253000005.002
R022707253000009.000
R022707253000009.01
R022707253000015.000
R022707253000016.000
R022707253000017.000
R022707253000017.001
R022707253000018.000
R022707253000018.001
R022707253000019.000
R022707253000020.000
R022707253000021.000
R022707253000022.000
R022707364000026.001
R022707364000026.002
R022809301000046.001
R022809301000046.002
R022809301000046.005
R022809301000046.006
R022809301000046.14
R023303063000033.048

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

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

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(3 parcels)

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R022309294000105.001
R022309294000105.002

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(22 parcels)

R022707253000005.001
R022707253000005.002
R022707253000009.000
R022707253000009.01
R022707253000015.000
R022707253000016.000
R022707253000017.000
R022707253000017.001
R022707253000018.000
R022707253000018.001
R022707253000019.000
R022707253000020.000
R022707253000021.000
R022707253000022.000
R022707364000026.001
R022707364000026.002
R022809301000046.001
R022809301000046.002
R022809301000046.005
R022809301000046.006
R022809301000046.14
R023303063000033.048

The classification of said property is hereby changed from **R-1, Single-Family Residential - Suburban to B-1, Buffer Business – Suburban,** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in **B-1, Buffer Business – Suburban**, provided,

however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022.

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

Adopted:

_____

Lisa Lambert, City Clerk

City of Mobile
Various properties in the Kings Branch and Cottage Hill Corridor Annexed Areas

R-1 to B-1

Council District 6
Josh Woods

Council District 7
Gina Gregory

Planning Commission
November 16, 2023

Proposed Zoning Map Amendments

For recently annexed areas

Report Contents: **Page**

Considerations 2
Kings Branch Proposed Zoning Map 3
Orchard Estates Proposed Zoning Map 4
Cottage Hill Corridor North Proposed Zoning Map .. 5
Cottage Hill Corridor South Proposed Zoning Map .. 6

Overview

On July 18, 2023, an election for annexation was held for four (4) areas contiguous to the City of Mobile. Three (3) areas, Kings Branch, Orchard Estates and the Cottage Hill Corridor voted to be annexed into the City. The vote was certified on July 25.

When properties are annexed into the City, they are assigned an R-1, Single-Family Residential zoning designation. In accordance with state law, the next planning step is to update the City's Comprehensive plan; specifically the Future Land Use Map (FLUM) and the Major Street Plan (MSP) components to assign Future Land Use Categories and Functional Classifications for the streets. The Planning Commission approved the amendments to the FLUM and MSP at their October 5, 2023 meeting.

The process for rezoning the annexed areas is based on legal requirements and is as follows:

A. Planning Commission Public Hearing and Recommendation

1. Call for Public Hearing (October 19, 2023) and Legal Advertisement (October 25, November 1 and November 8, 2023)
2. Public Hearing (November 16, 2023) and Recommendation to City Council (To be determined)

B. City Council Public Hearing and Final Decision

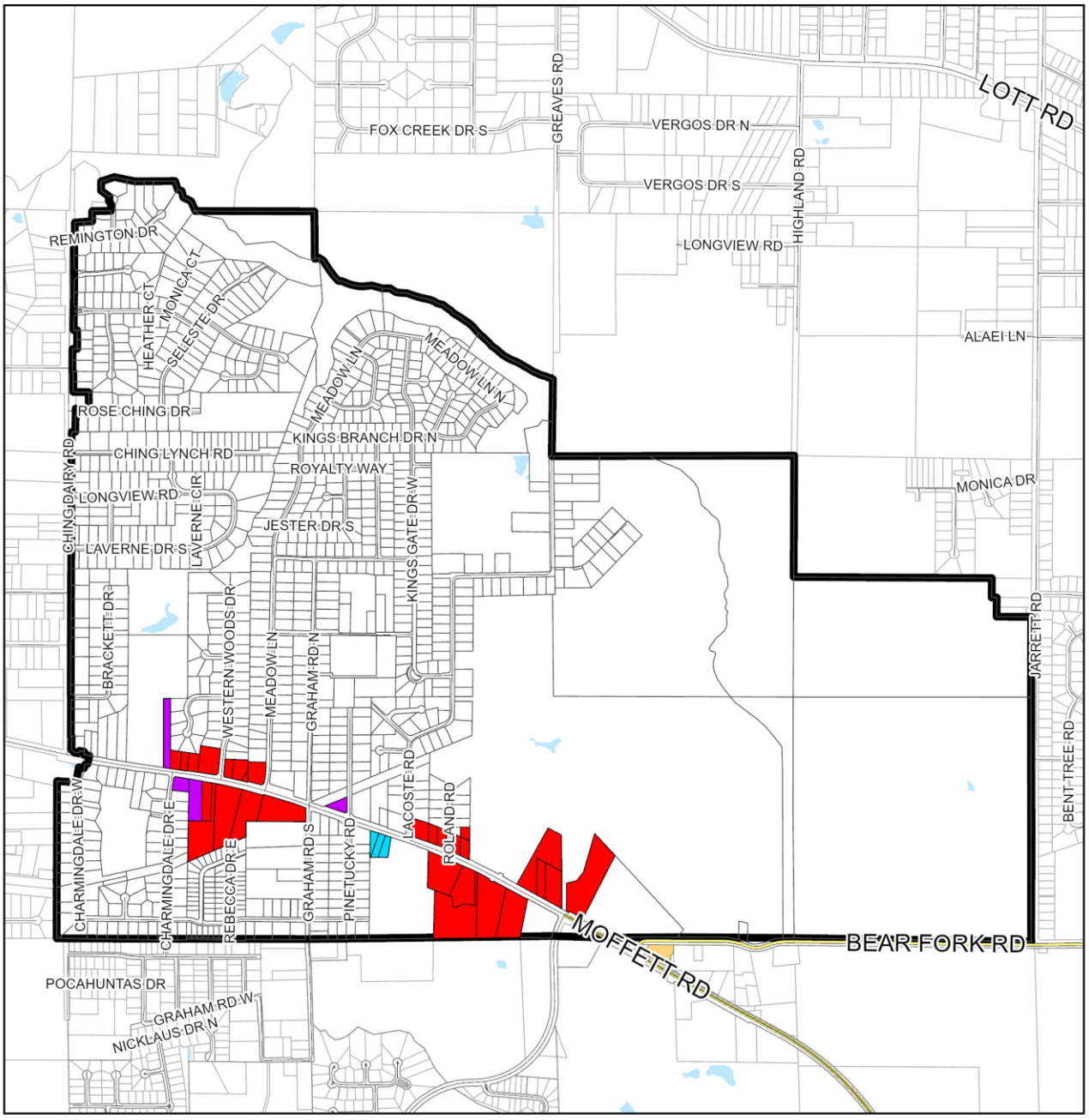
1. Call for Public Hearing & Legal Advertisement (To be determined)
2. Public Hearing (To be determined)
3. Final Decision (To be determined)

Based on the adopted FLUM, MSP and analysis of the existing built environment, a zoning study was prepared. The Planning Commission called for the public hearing at their October 16, 2023 meeting. The study and hearing have been advertised as required by law and two community meetings (October 30, 2023 and November 2, 2023) were held. The maps are included in this report and are available for viewing on both the Build Mobile and Map for Mobile websites. Comments will be received via the portal and email until November 10, 2023. After the portal is closed the comments received via the portal and email will be amended to this report and published prior to the public hearing on November 16, 2023 at 2:00 pm.

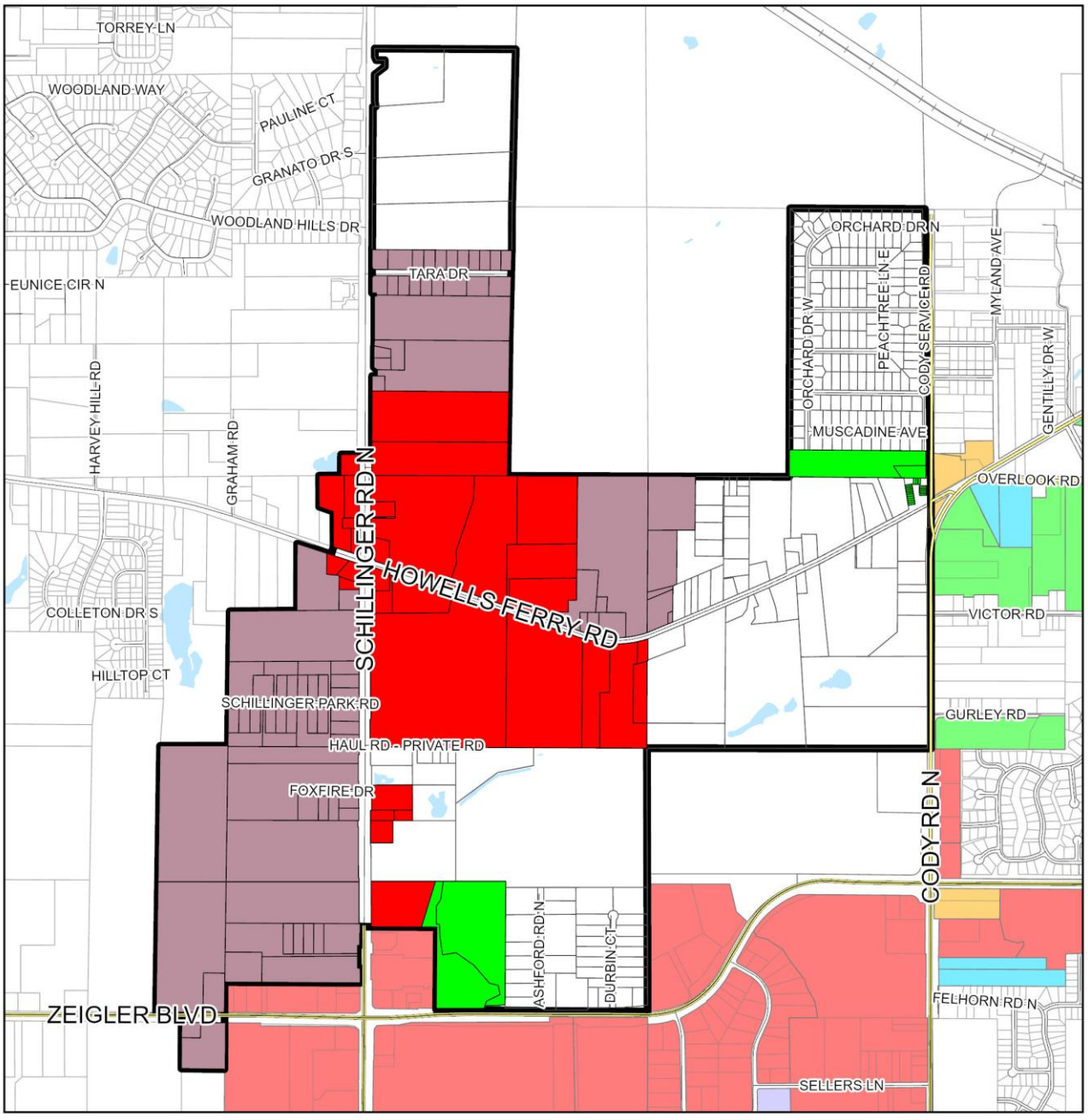
Considerations

The Planning Commission should review the proposed zoning study on the following pages and via the links provided above. An amended report with comments received by November 10th will be provided to the Planning Commission and published on the website prior to the November 16th hearing. The Commission should factor in all aspects of the study, including comments provided to the Commission prior to the hearing, as well as any comments received at the public hearing on November 16th to formulate a recommendation to the City Council.

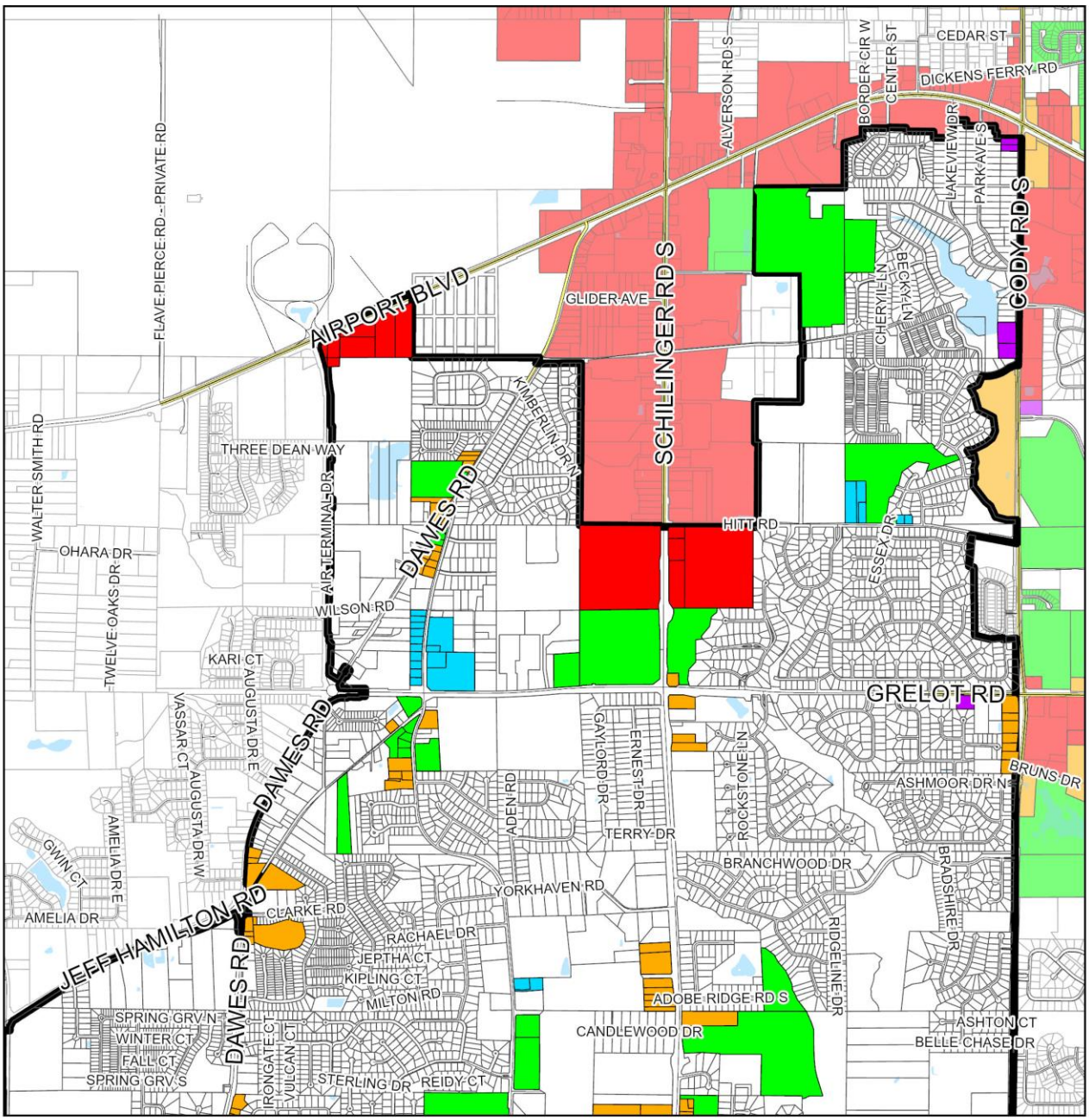
PROPOSED ZONING MAP



PROPOSED ZONING MAP



PROPOSED ZONING MAP



Cottage Hill
NORTH CORRIDOR

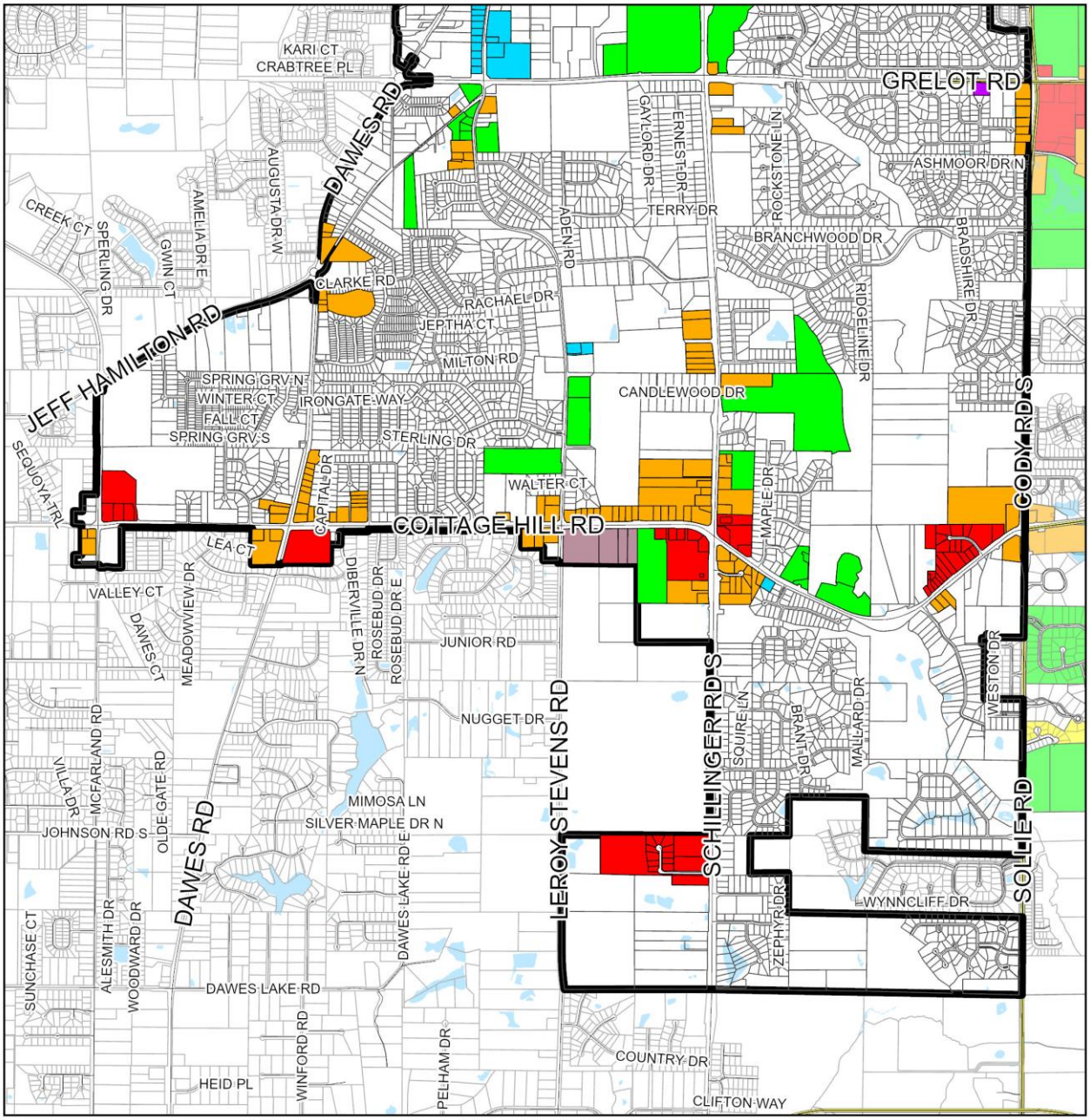
Zoning Districts

- R-1 Single-Family Residential
- R-3 Multi-Family Residential
- B-1 Buffer Business
- LB-2 Limited Neighborhood Business
- B-2 Neighborhood Business
- B-3 Community Business

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PROPOSED ZONING MAP



Cottage Hill
SOUTH CORRIDOR

Zoning Districts

- R-1 Single-Family Residential
- R-3 Multi-Family Residential
- B-1 Buffer Business
- LB-2 Limited Neighborhood Business
- B-2 Neighborhood Business
- B-3 Community Business
- CW Commercial Warehouse

N

NTS

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

November 30, 2023

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on November 16, 2023 held a Public Hearing to consider **Proposed Zoning Map Amendments** for the recently annexed areas of Kings Branch, Orchard Estates and the Cottage Hill Corridor**.**

After discussion it was decided to recommend approval of the **Proposed Zoning Map Amendments**, with additional amendments discussed during the Public Hearing, to the City Council.

Copies of the staff report and results agenda listing the additional amendments are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

bh
Attachments

Mobile Planning Commission
Results Agenda
November 16, 2023 – 2:00 P.M.

ADMINISTRATIVE

Roll Call

x	Mr. John W. "Jay" Stubbs, Jr., Chairman		Mr. Matt Anderson (MD)
x	Mr. Kirk Mattei, Vice Chairman	x	Mr. Nick Amberger (AO)
	Ms. Jennifer Denson, Secretary	x	Mr. Josh Woods (CC)
	Ms. Shirley Sessions	x	Mr. Harry Brislin, IV (S)
x	Mr. Larry Dorsey	x	Mr. Kenny Nichols (S)
x	Mr. Chad Anderson		
(S) Supernumerary	(MD) Mayor's Designee	(AO) Administrative Official	(CC) City Council Representative

Staff: Jonathan Ellzey, George Davis, Victoria Burch, Doug Anderson, Margaret Pappas, Logan Anderson, Shayla Beaco

Adoption of the Agenda: Motion to adopt by Josh Woods. Second by Nick Amberger. Adopted.

OTHER BUSINESS

Public Hearing

Zoning Amendments for Annexed Areas

Motion to approve by Josh Woods. Second by Kirk Mattei. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022809312000004.010 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

Motion to approve by Josh Woods. Second by Kirk Mattei. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of a portion of Parcel I.D. R022707254000004.000, as described by the revised legal description of the property submitted by the property owner, from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3). The balance of Parcel I.D. R022707254000004.000 is

recommended to be rezoned from Single-Family Residential Suburban District (R-1) to Multi-Family Residential Suburban District (R-3).

- Kirk Mattei recused.

Motion to approve by Nick Amberger. Second by Chad Anderson. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023401020001048.002 and R023401020001048.003 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Chad Anderson. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401020001010.001 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Nick Amberger. Second by Josh Woods. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401012000010.000 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Chad Anderson. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023303063000033.000 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023303073000009.000, R023303073000009.002, and R023303073000009.003 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022707252000026.002 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Chad Anderson. Second by Josh Woods. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401020002009.000 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

- Kenny Nichols recused.

  Motion to approve by Chad Anderson. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023303061000010.000 and R023303061000011.000 from R-1, Single-Family Residential Suburban District to Community Business Suburban District (B-3).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R022707350000051.002, R022707350000051.168, R022707350000051.169, R022707350000051.170, R022707350000051.171, R022707350000051.172, R022707350000051.173, R022707350000051.174, R022707350000051.175, R022707350000051.176, R022707350000051.177, R022707350000051.178, and R022707350000055.000 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022707361000029.000, aka 7805 Terry Drive, from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Nick Amberger. Second by Larry Dorsey. Approved.

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
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PC results	Cover Memo	11/30/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/30/2023 - 3:52 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
Newly annexed areas in Kings Branch and the Cottage Hill Corridor

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Lisa C. Lambert
City Clerk

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Kings Branch annexed area
(4 parcels)

R022309293000040.001
R022309293000075.000
R022309293000076.000
R022309294000061.000

Cottage Hill Corridor annexed area
(5 parcels)

R022804191002002.000
R022804191002003.000
R022804194002006.000
R022804194002006.001
R022809311000009.039

The classification of said property is hereby changed from R-1, Single-Family Residential - Suburban to LB-2, Limited Neighborhood Business – Suburban, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in LB-2, Limited Neighborhood Business – Suburban, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022.

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Synopsis of Proposed Amendment to the Zoning Ordinance

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The proposed amendment to the Unified Development Code concerns the rezoning of the following described properties located in the Kings Branch and Cottage Hill Corridor areas that annexed into the City of Mobile effective July 25, 2023 from R-1, Single-Family Residential - Suburban to LB-2, Limited Neighborhood Business – Suburban:

Kings Branch annexed area (4 parcels)	**Cottage Hill Corridor annexed area** (5 parcels)
R022309293000040.001	R022804191002002.000
R022309293000075.000	R022804191002003.000
R022309293000076.000	R022804194002006.000
R022309294000061.000	R022804194002006.001
	R022809311000009.039

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AN ORDINANCE **2023**

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(4 parcels)

R022309293000040.001
R022309293000075.000
R022309293000076.000
R022309294000061.000

Cottage Hill Corridor annexed area
(5 parcels)

R022804191002002.000
R022804191002003.000
R022804194002006.000
R022804194002006.001
R022809311000009.039

The classification of said property is hereby changed from **R-1, Single-Family Residential - Suburban to LB-2, Limited Neighborhood Business – Suburban,** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in **LB-2, Limited Neighborhood Business – Suburban,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022.

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

Adopted:

_____

Lisa Lambert, City Clerk

City of Mobile
Various properties in the Kings Branch and Cottage Hill Corridor Annexed Areas

R-1 to LB-2

Council District 6
Josh Woods

Council District 7
Gina Gregory

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

November 30, 2023

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on November 16, 2023 held a Public Hearing to consider **Proposed Zoning Map Amendments** for the recently annexed areas of Kings Branch, Orchard Estates and the Cottage Hill Corridor**.**

After discussion it was decided to recommend approval of the **Proposed Zoning Map Amendments**, with additional amendments discussed during the Public Hearing, to the City Council.

Copies of the staff report and results agenda listing the additional amendments are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

bh
Attachments

Planning Commission
November 16, 2023

Proposed Zoning Map Amendments

For recently annexed areas

Report Contents: **Page**

Considerations 2
Kings Branch Proposed Zoning Map 3
Orchard Estates Proposed Zoning Map 4
Cottage Hill Corridor North Proposed Zoning Map .. 5
Cottage Hill Corridor South Proposed Zoning Map .. 6

Overview

On July 18, 2023, an election for annexation was held for four (4) areas contiguous to the City of Mobile. Three (3) areas, Kings Branch, Orchard Estates and the Cottage Hill Corridor voted to be annexed into the City. The vote was certified on July 25.

When properties are annexed into the City, they are assigned an R-1, Single-Family Residential zoning designation. In accordance with state law, the next planning step is to update the City's Comprehensive plan; specifically the Future Land Use Map (FLUM) and the Major Street Plan (MSP) components to assign Future Land Use Categories and Functional Classifications for the streets. The Planning Commission approved the amendments to the FLUM and MSP at their October 5, 2023 meeting.

The process for rezoning the annexed areas is based on legal requirements and is as follows:

A. Planning Commission Public Hearing and Recommendation

1. Call for Public Hearing (October 19, 2023) and Legal Advertisement (October 25, November 1 and November 8, 2023)
2. Public Hearing (November 16, 2023) and Recommendation to City Council (To be determined)

B. City Council Public Hearing and Final Decision

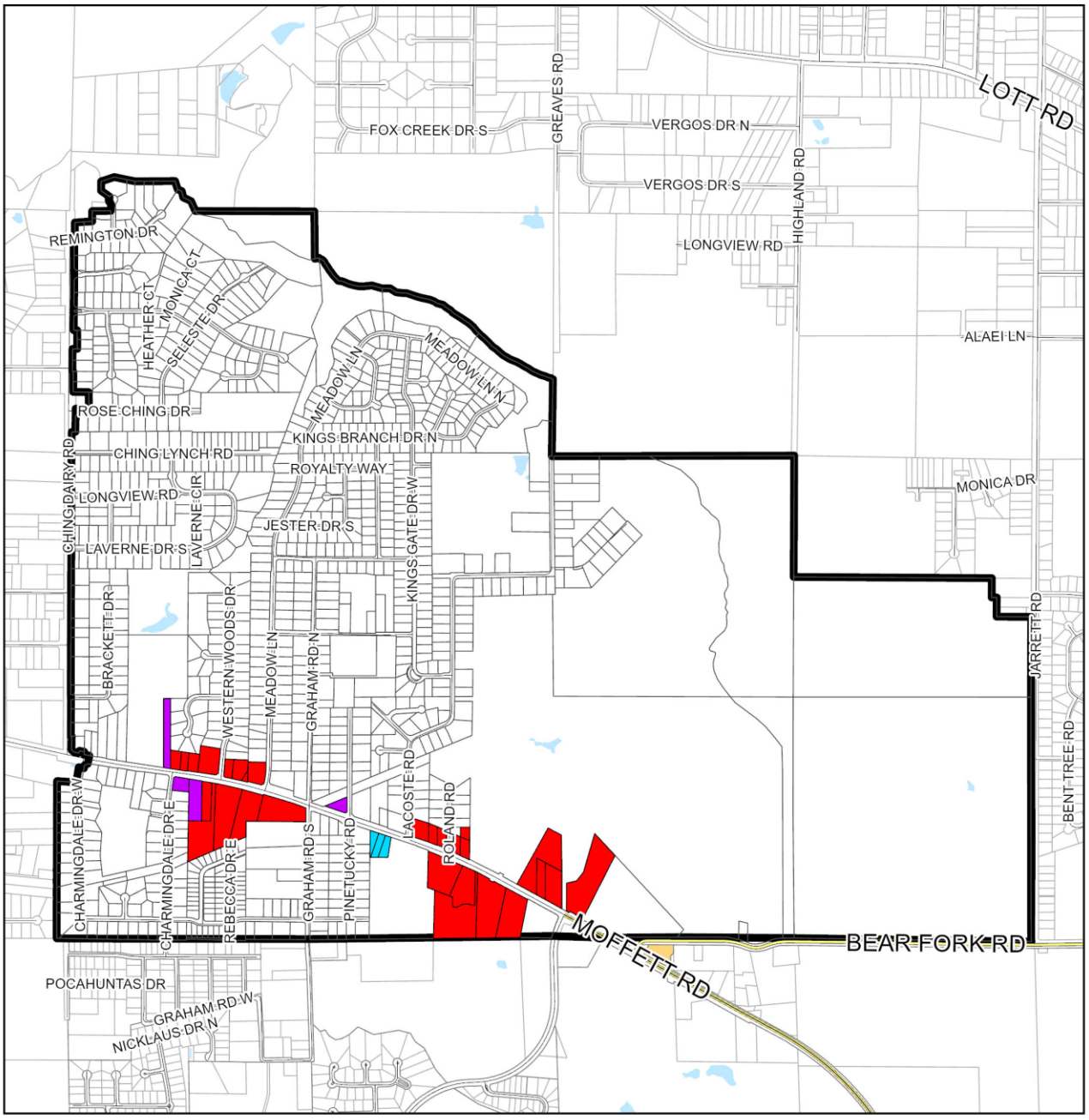
1. Call for Public Hearing & Legal Advertisement (To be determined)
2. Public Hearing (To be determined)
3. Final Decision (To be determined)

Based on the adopted FLUM, MSP and analysis of the existing built environment, a zoning study was prepared. The Planning Commission called for the public hearing at their October 16, 2023 meeting. The study and hearing have been advertised as required by law and two community meetings (October 30, 2023 and November 2, 2023) were held. The maps are included in this report and are available for viewing on both the Build Mobile and Map for Mobile websites. Comments will be received via the portal and email until November 10, 2023. After the portal is closed the comments received via the portal and email will be amended to this report and published prior to the public hearing on November 16, 2023 at 2:00 pm.

Considerations

The Planning Commission should review the proposed zoning study on the following pages and via the links provided above. An amended report with comments received by November 10th will be provided to the Planning Commission and published on the website prior to the November 16th hearing. The Commission should factor in all aspects of the study, including comments provided to the Commission prior to the hearing, as well as any comments received at the public hearing on November 16th to formulate a recommendation to the City Council.

PROPOSED ZONING MAP



Kings Branch

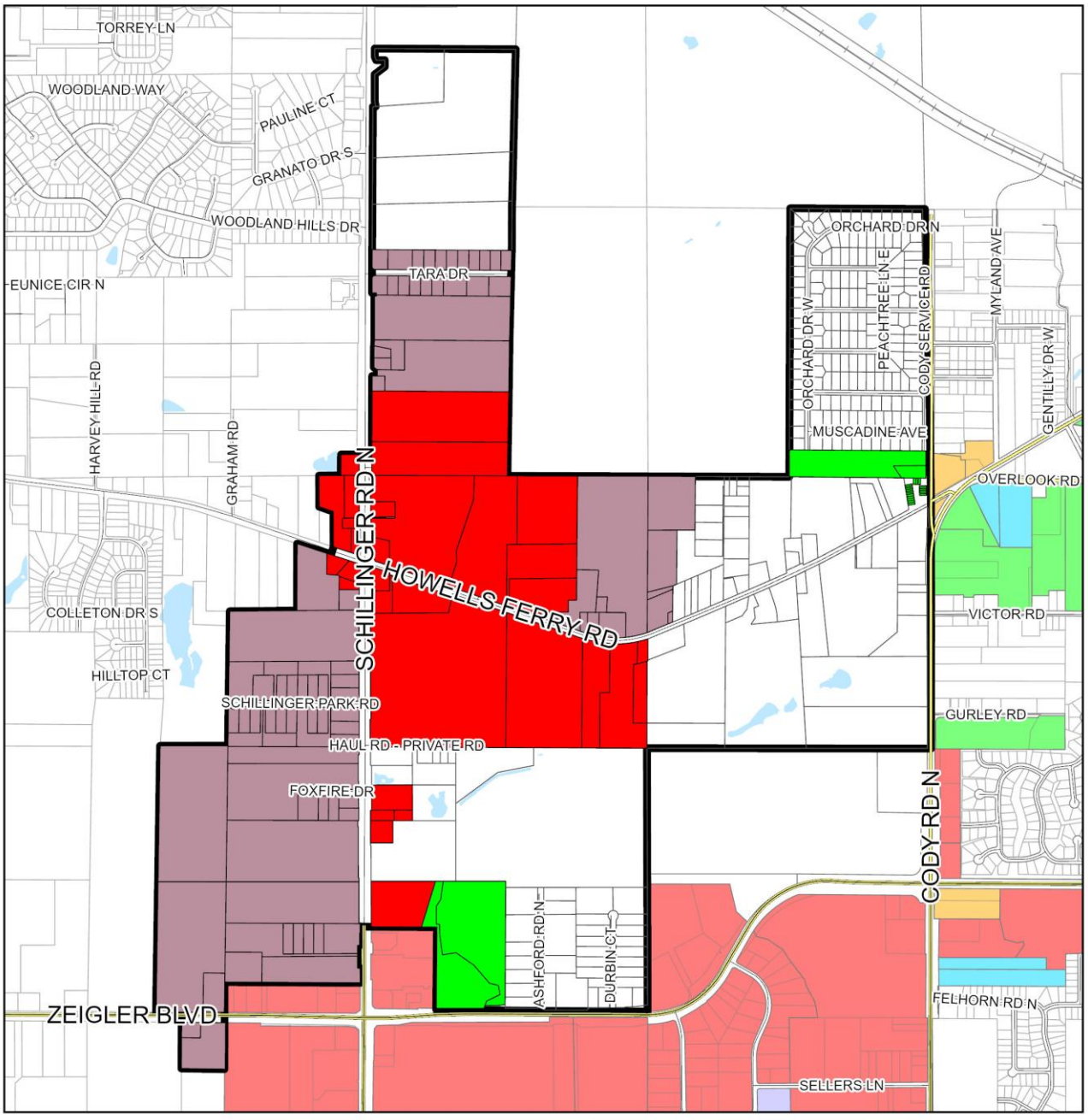
Zoning Districts

- R-1 Single-Family Residential
- B-1 Buffer Business
- LB-2 Limited Neighborhood Business
- B-3 Community Business

N

NTS

PROPOSED ZONING MAP



Orchard Estates

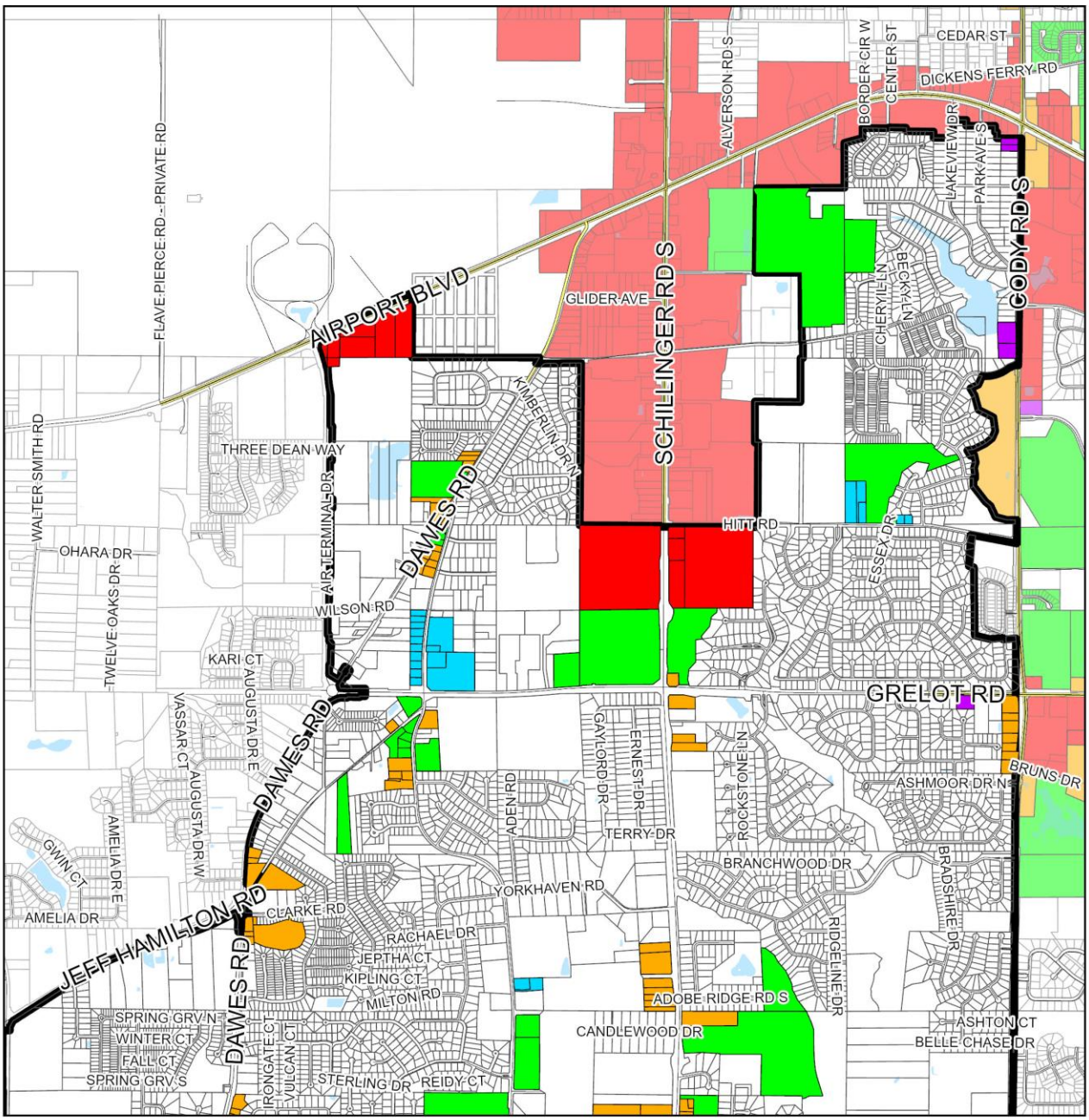
Zoning Districts

- R-1 Single-Family Residential
- R-3 Multi-Family Residential
- B-3 Community Business
- CW Commercial Warehouse

N

NTS

PROPOSED ZONING MAP



Cottage Hill
NORTH CORRIDOR

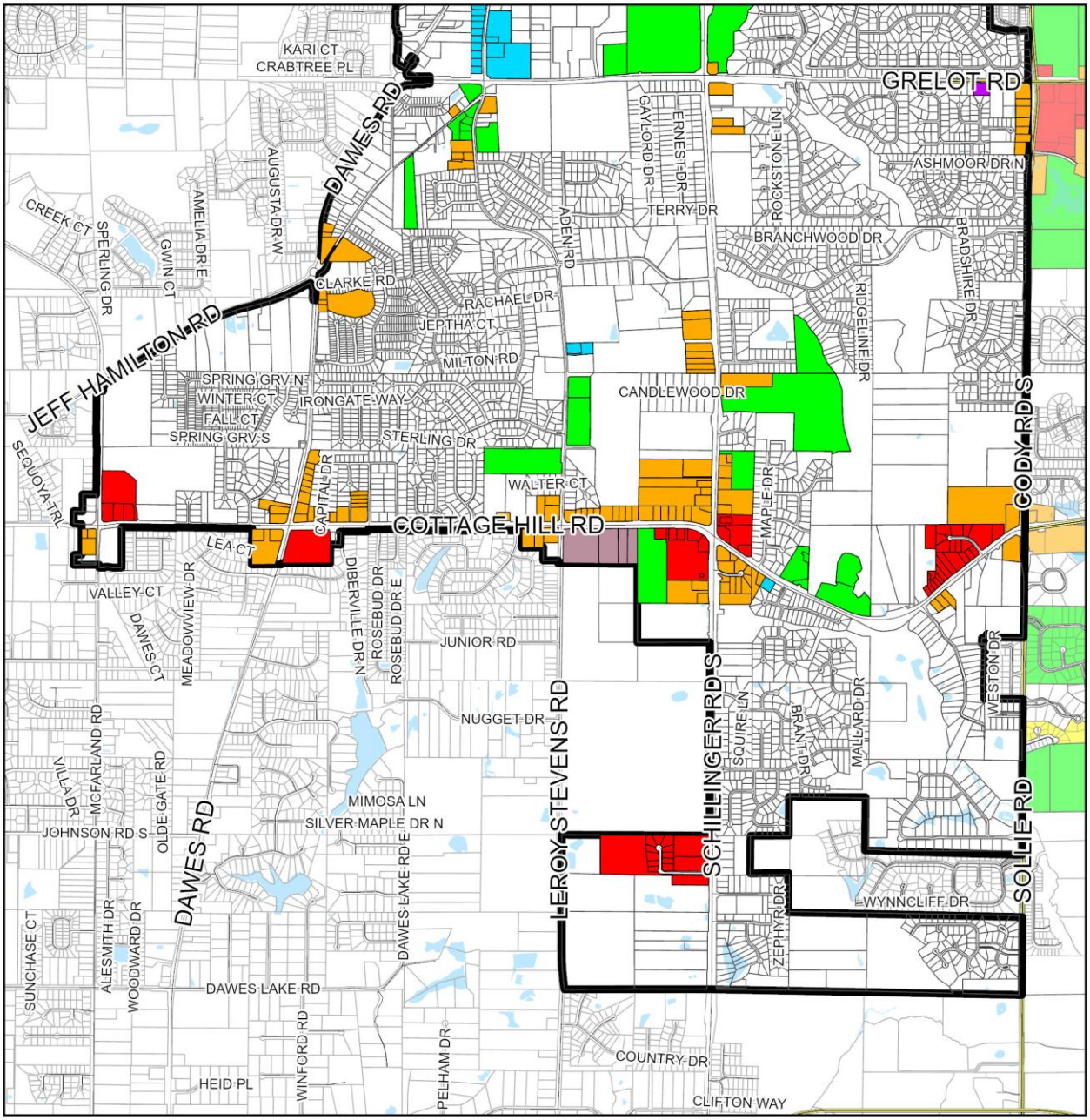
Zoning Districts

- R-1 Single-Family Residential
- R-3 Multi-Family Residential
- B-1 Buffer Business
- LB-2 Limited Neighborhood Business
- B-2 Neighborhood Business
- B-3 Community Business

N

NTS

PROPOSED ZONING MAP



Cottage Hill
SOUTH CORRIDOR

Zoning Districts

- R-1 Single-Family Residential
- R-3 Multi-Family Residential
- B-1 Buffer Business
- LB-2 Limited Neighborhood Business
- B-2 Neighborhood Business
- B-3 Community Business
- CW Commercial Warehouse

N

NTS

Mobile Planning Commission
Results Agenda
November 16, 2023 – 2:00 P.M.

ADMINISTRATIVE

Roll Call

x	Mr. John W. "Jay" Stubbs, Jr., Chairman		Mr. Matt Anderson (MD)
x	Mr. Kirk Mattei, Vice Chairman	x	Mr. Nick Amberger (AO)
	Ms. Jennifer Denson, Secretary	x	Mr. Josh Woods (CC)
	Ms. Shirley Sessions	x	Mr. Harry Brislin, IV (S)
x	Mr. Larry Dorsey	x	Mr. Kenny Nichols (S)
x	Mr. Chad Anderson		
(S) Supernumerary	(MD) Mayor's Designee	(AO) Administrative Official	(CC) City Council Representative

Staff: Jonathan Ellzey, George Davis, Victoria Burch, Doug Anderson, Margaret Pappas, Logan Anderson, Shayla Beaco

Adoption of the Agenda: Motion to adopt by Josh Woods. Second by Nick Amberger. Adopted.

OTHER BUSINESS

Public Hearing

Zoning Amendments for Annexed Areas

Motion to approve by Josh Woods. Second by Kirk Mattei. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022809312000004.010 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

Motion to approve by Josh Woods. Second by Kirk Mattei. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of a portion of Parcel I.D. R022707254000004.000, as described by the revised legal description of the property submitted by the property owner, from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3). The balance of Parcel I.D. R022707254000004.000 is

recommended to be rezoned from Single-Family Residential Suburban District (R-1) to Multi-Family Residential Suburban District (R-3).

- Kirk Mattei recused.

Motion to approve by Nick Amberger. Second by Chad Anderson. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023401020001048.002 and R023401020001048.003 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Chad Anderson. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401020001010.001 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Nick Amberger. Second by Josh Woods. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401012000010.000 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Chad Anderson. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023303063000033.000 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023303073000009.000, R023303073000009.002, and R023303073000009.003 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022707252000026.002 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Chad Anderson. Second by Josh Woods. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401020002009.000 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

- Kenny Nichols recused.

  Motion to approve by Chad Anderson. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023303061000010.000 and R023303061000011.000 from R-1, Single-Family Residential Suburban District to Community Business Suburban District (B-3).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R022707350000051.002, R022707350000051.168, R022707350000051.169, R022707350000051.170, R022707350000051.171, R022707350000051.172, R022707350000051.173, R022707350000051.174, R022707350000051.175, R022707350000051.176, R022707350000051.177, R022707350000051.178, and R022707350000055.000 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022707361000029.000, aka 7805 Terry Drive, from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Nick Amberger. Second by Larry Dorsey. Approved.

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	11/30/2023
cover letter	Cover Memo	11/30/2023
study report	Cover Memo	11/30/2023
PC results	Cover Memo	11/30/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/30/2023 - 3:45 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
Newly annexed areas in the Cottage Hill Corridor

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 5, 2023, a public hearing will be held on the 2nd day of January, 2024, at 10:30 a.m., to consider adoption of an ordinance to rezone newly annexed areas in the Cottage Hill Corridor, effective July 25, 2023, from R-1, Single-Family Residential Suburban District, to B-2, Neighborhood Business Suburban District.

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

Maps of the Proposed Zoning Amendments are available for viewing at the following websites:

1. Build Mobile – Maps (interactive map):
   https://www.buildmobile.org/maps/
2. Map for Mobile (printable maps):
   https://mapformobile.org/zoningmapcomment/

Lisa C. Lambert
City Clerk

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

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

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

Cottage Hill Corridor annexed area (157 parcels)

R022707252000025.001
R022707252000025.01
R022707252000026.001
R022707252000026.002
R022707252000026.01
R022707252000026.02
R022707252000072.000
R022707253000012.002
R022707253000012.003
R022707253000012.008
R022707253000012.009
R022707253000012.010
R022707253000012.012
R022707253000012.014
R022707350000043.011
R022707350000043.012

R022707350000052.000
R022707350000056.000
R022707350000056.002
R022707361000029.000
R022707362000003.000
R022707362000005.004
R022707362000014.000
R022707362000014.01
R022707362000015.000
R022707362000016.001
R022707362000016.002
R022707364000022.000
R022707364000023.000
R022707364000024.000
R022707364000024.001
R022707364000024.002
R022707364000024.003
R022707364000024.004
R022809303000001.201
R022809311000002.001
R022809311000002.002
R022809311000004.000
R022809311000005.001
R022809311000005.002
R022809311000005.003
R022809311000006.000
R022809312000003.000
R022809312000004.000
R022809312000005.000
R023303062000050.001
R023303062000050.003
R023303062000050.004
R023303062000050.005
R023303062000050.006
R023303062000050.007
R023303062000065.001
R023303062000065.002
R023303063000031.000
R023303063000031.002
R023303063000031.003
R023303063000031.005
R023303063000031.006
R023303063000031.007
R023303063000031.008
R023303063000031.009
R023303063000031.010
R023303063000031.011
R023303063000031.013
R023303063000033.000
R023303063000033.001
R023303063000033.049
R023303064000044.000
R023303064000060.000
R023303064000060.001
R023303064000062.000
R023303073000009.000
R023303073000009.002
R023303073000009.003
R023401011000020.000
R023401011000021.000
R023401011000022.000
R023401011000022.001
R023401011000022.002
R023401011000022.003
R023401011000022.004
R023401011000022.005
R023401011000022.006
R023401011000022.007
R023401011000022.008
R023401011000022.009
R023401011000022.010
R023401011000022.011
R023401011000022.012
R023401011000022.013
R023401011000022.014
R023401011000022.015
R023401011000022.016
R023401011000022.017
R023401011000023.000
R023401011000023.001
R023401011000023.01
R023401011000024.003
R023401011000025.000
R023401011000027.000
R023401011000028.000
R023401011000028.001
R023401011000029.01
R023401011000030.000
R023401011000031.000
R023401011000031.01
R023401011000032.000
R023401011000033.000

R023401011000034.000
R023401011000035.000
R023401011000036.000
R023401011000037.000
R023401011000038.000
R023401011000039.000
R023401012000009.000
R023401012000010.000
R023401012000010.001
R023401012000011.000
R023401012000012.000
R023401013000001.000
R023401013000041.000
R023401013000041.001
R023401014000002.007
R023401014000002.008
R023401014000002.010
R023401020001006.026
R023401020001006.029
R023401020001006.030
R023401020001006.031
R023401020001007.000
R023401020001008.000
R023401020001009.000
R023401020001009.01
R023401020001010.001
R023401020001017.002
R023401020001017.005
R023401020001018.000
R023401020001018.001
R023401020001019.000
R023401020001020.000
R023401020001020.001
R023401020001020.003
R023401020001020.004
R023401020001020.005
R023401020001020.006
R023401020001048.002
R023401020001048.003
R023401020002004.000
R023401020002004.001
R023401020002006.068
R023401020002015.000
R023401020002015.001
R023401020002015.002
R023402030000030.002
R023402030000030.003
R023402030000030.005

And that portion of parcel R022707350000043.002 located within the city limits.

The classification of said property is hereby changed from **R-1, Single-Family Residential - Suburban to B-2, Neighborhood Business – Suburban,** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in **B-2, Neighborhood Business – Suburban,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 2nd day of January, 2024 at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 13th day of December, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the rezoning of the following described properties located in the Cottage Hill Corridor area that annexed into the City of Mobile effective July 25, 2023 from R-1, Single-Family Residential - Suburban to B-2, Neighborhood Business – Suburban:

Cottage Hill Corridor annexed area
(157 parcels)

R022707252000025.001	R022707364000022.000	R023303063000031.002
R022707252000025.01	R022707364000023.000	R023303063000031.003
R022707252000026.001	R022707364000024.000	R023303063000031.005
R022707252000026.002	R022707364000024.001	R023303063000031.006
R022707252000026.01	R022707364000024.002	R023303063000031.007
R022707252000026.02	R022707364000024.003	R023303063000031.008
R022707252000072.000	R022707364000024.004	R023303063000031.009
R022707253000012.002	R022809303000001.201	R023303063000031.010
R022707253000012.003	R022809311000002.001	R023303063000031.011
R022707253000012.008	R022809311000002.002	R023303063000031.013
R022707253000012.009	R022809311000004.000	R023303063000033.000
R022707253000012.010	R022809311000005.001	R023303063000033.001
R022707253000012.012	R022809311000005.002	R023303063000033.049
R022707253000012.014	R022809311000005.003	R023303064000044.000
R022707350000043.011	R022809311000006.000	R023303064000060.000
R022707350000043.012	R022809312000003.000	R023303064000060.001
R022707350000052.000	R022809312000004.000	R023303064000062.000
R022707350000056.000	R022809312000005.000	R023303073000009.000
R022707350000056.002	R023303062000050.001	R023303073000009.002
R022707361000029.000	R023303062000050.003	R023303073000009.003
R022707362000003.000	R023303062000050.004	R023401011000020.000
R022707362000005.004	R023303062000050.005	R023401011000021.000
R022707362000014.000	R023303062000050.006	R023401011000022.000
R022707362000014.01	R023303062000050.007	R023401011000022.001
R022707362000015.000	R023303062000065.001	R023401011000022.002
R022707362000016.001	R023303062000065.002	R023401011000022.003
R022707362000016.002	R023303063000031.000	R023401011000022.004

R023401011000022.005
R023401011000022.006
R023401011000022.007
R023401011000022.008
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R023401011000022.015
R023401011000022.016
R023401011000022.017
R023401011000023.000
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R023401011000023.01
R023401011000024.003
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R023401011000028.001
R023401011000029.01
R023401011000030.000
R023401011000031.000
R023401011000031.01
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R023401011000039.000
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R023401012000010.001
R023401012000011.000
R023401012000012.000
R023401013000001.000
R023401013000041.000
R023401013000041.001
R023401014000002.007
R023401014000002.008
R023401014000002.010
R023401020001006.026
R023401020001006.029
R023401020001006.030
R023401020001006.031
R023401020001007.000
R023401020001008.000
R023401020001009.000
R023401020001009.01
R023401020001010.001
R023401020001017.002
R023401020001017.005
R023401020001018.000
R023401020001018.001
R023401020001019.000
R023401020001020.000
R023401020001020.001
R023401020001020.003
R023401020001020.004
R023401020001020.005
R023401020001020.006
R023401020001048.002
R023401020001048.003
R023401020002004.000
R023401020002004.001
R023401020002006.068
R023401020002015.000
R023401020002015.001
R023401020002015.002
R023402030000030.002
R023402030000030.003
R023402030000030.005

And that portion of parcel R022707350000043.002 located within the city limits.

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

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

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

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

Cottage Hill Corridor annexed area (157 parcels)

R022707252000025.001
R022707252000025.01
R022707252000026.001
R022707252000026.002
R022707252000026.01
R022707252000026.02
R022707252000072.000
R022707253000012.002
R022707253000012.003
R022707253000012.008
R022707253000012.009
R022707253000012.010
R022707253000012.012
R022707253000012.014
R022707350000043.011
R022707350000043.012
R022707350000052.000
R022707350000056.000
R022707350000056.002
R022707361000029.000
R022707362000003.000
R022707362000005.004
R022707362000014.000
R022707362000014.01
R022707362000015.000
R022707362000016.001
R022707362000016.002
R022707364000022.000
R022707364000023.000
R022707364000024.000
R022707364000024.001
R022707364000024.002
R022707364000024.003
R022707364000024.004
R022809303000001.201
R022809311000002.001
R022809311000002.002
R022809311000004.000
R022809311000005.001
R022809311000005.002
R022809311000005.003
R022809311000006.000
R022809312000003.000
R022809312000004.000
R022809312000005.000
R023303062000050.001
R023303062000050.003
R023303062000050.004
R023303062000050.005
R023303062000050.006
R023303062000050.007
R023303062000065.001

R023303062000065.002
R023303063000031.000
R023303063000031.002
R023303063000031.003
R023303063000031.005
R023303063000031.006
R023303063000031.007
R023303063000031.008
R023303063000031.009
R023303063000031.010
R023303063000031.011
R023303063000031.013
R023303063000033.000
R023303063000033.001
R023303063000033.049
R023303064000044.000
R023303064000060.000
R023303064000060.001
R023303064000062.000
R023303073000009.000
R023303073000009.002
R023303073000009.003
R023401011000020.000
R023401011000021.000
R023401011000022.000
R023401011000022.001
R023401011000022.002
R023401011000022.003
R023401011000022.004
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R023401011000022.009
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R023401011000036.000
R023401011000037.000
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R023401011000039.000
R023401012000009.000
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R023401012000012.000
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R023401013000041.000
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R023401014000002.007
R023401014000002.008
R023401014000002.010
R023401020001006.026
R023401020001006.029
R023401020001006.030
R023401020001006.031
R023401020001007.000
R023401020001008.000
R023401020001009.000
R023401020001009.01
R023401020001010.001
R023401020001017.002
R023401020001017.005
R023401020001018.000
R023401020001018.001
R023401020001019.000
R023401020001020.000
R023401020001020.001
R023401020001020.003
R023401020001020.004
R023401020001020.005

AN ORDINANCE

R023401020001020.006	R023401020002015.000
R023401020001048.002	R023401020002015.001
R023401020001048.003	R023401020002015.002
R023401020002004.000	R023402030000030.002
R023401020002004.001	R023402030000030.003
R023401020002006.068	R023402030000030.005

And that portion of parcel R022707350000043.002 located within the city limits.

The classification of said property is hereby changed from **R-1, Single-Family Residential - Suburban to B-2, Neighborhood Business – Suburban,** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in **B-2, Neighborhood Business – Suburban,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022.

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

Adopted:

_____

Lisa Lambert, City Clerk

City of Mobile
Various properties in the Cottage Hill Corridor Annexed Area

R-1 to B-2

Council District 6
Josh Woods

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

November 30, 2023

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on November 16, 2023 held a Public Hearing to consider **Proposed Zoning Map Amendments** for the recently annexed areas of Kings Branch, Orchard Estates and the Cottage Hill Corridor**.**

After discussion it was decided to recommend approval of the **Proposed Zoning Map Amendments**, with additional amendments discussed during the Public Hearing, to the City Council.

Copies of the staff report and results agenda listing the additional amendments are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

bh
Attachments

Planning Commission
November 16, 2023

Proposed Zoning Map Amendments

For recently annexed areas

Report Contents: **Page**

Considerations 2
Kings Branch Proposed Zoning Map 3
Orchard Estates Proposed Zoning Map 4
Cottage Hill Corridor North Proposed Zoning Map .. 5
Cottage Hill Corridor South Proposed Zoning Map .. 6

Overview

On July 18, 2023, an election for annexation was held for four (4) areas contiguous to the City of Mobile. Three (3) areas, Kings Branch, Orchard Estates and the Cottage Hill Corridor voted to be annexed into the City. The vote was certified on July 25.

When properties are annexed into the City, they are assigned an R-1, Single-Family Residential zoning designation. In accordance with state law, the next planning step is to update the City's Comprehensive plan; specifically the Future Land Use Map (FLUM) and the Major Street Plan (MSP) components to assign Future Land Use Categories and Functional Classifications for the streets. The Planning Commission approved the amendments to the FLUM and MSP at their October 5, 2023 meeting.

The process for rezoning the annexed areas is based on legal requirements and is as follows:

A. Planning Commission Public Hearing and Recommendation

1. Call for Public Hearing (October 19, 2023) and Legal Advertisement (October 25, November 1 and November 8, 2023)
2. Public Hearing (November 16, 2023) and Recommendation to City Council (To be determined)

B. City Council Public Hearing and Final Decision

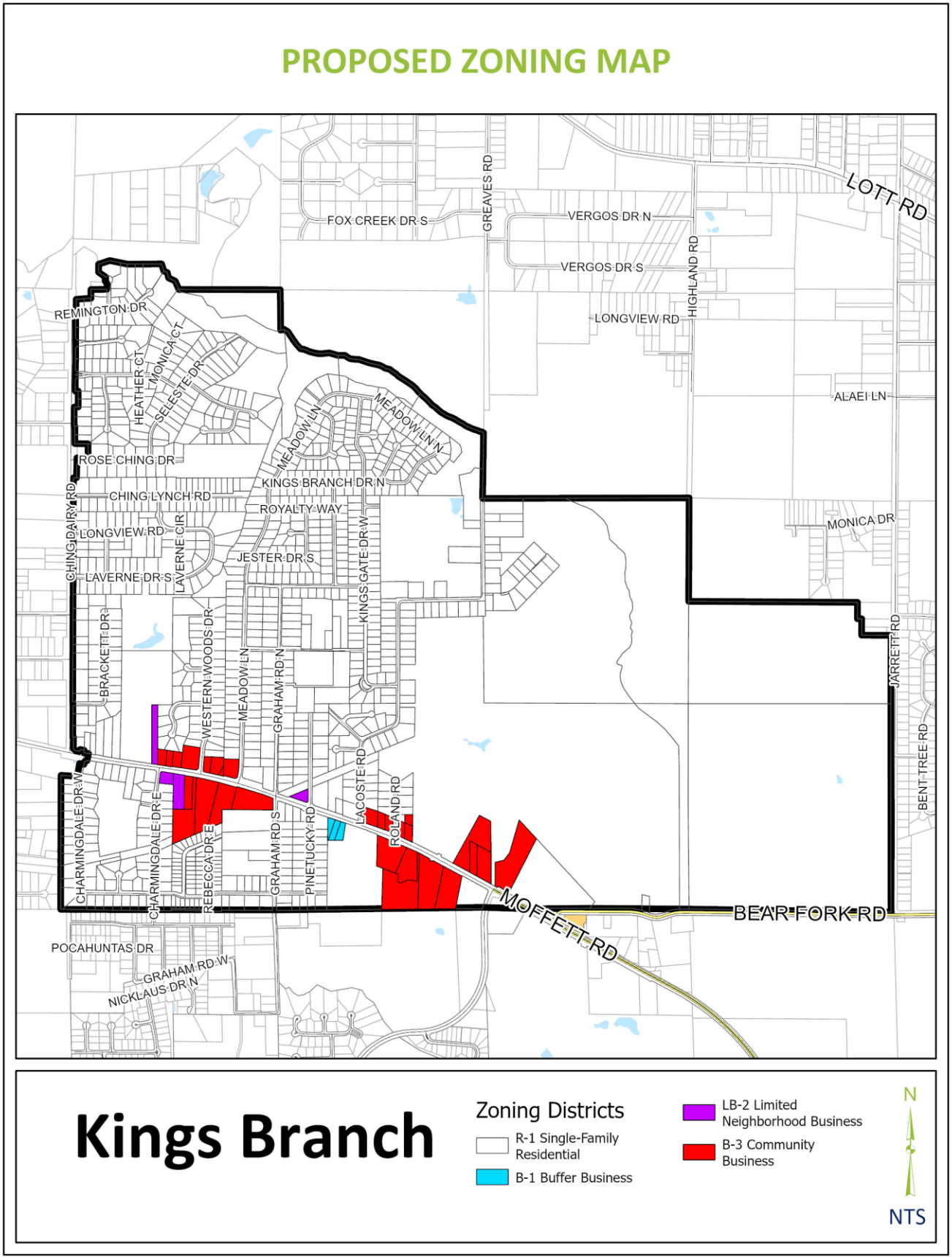
1. Call for Public Hearing & Legal Advertisement (To be determined)
2. Public Hearing (To be determined)
3. Final Decision (To be determined)

Based on the adopted FLUM, MSP and analysis of the existing built environment, a zoning study was prepared. The Planning Commission called for the public hearing at their October 16, 2023 meeting. The study and hearing have been advertised as required by law and two community meetings (October 30, 2023 and November 2, 2023) were held. The maps are included in this report and are available for viewing on both the Build Mobile and Map for Mobile websites. Comments will be received via the portal and email until November 10, 2023. After the portal is closed the comments received via the portal and email will be amended to this report and published prior to the public hearing on November 16, 2023 at 2:00 pm.

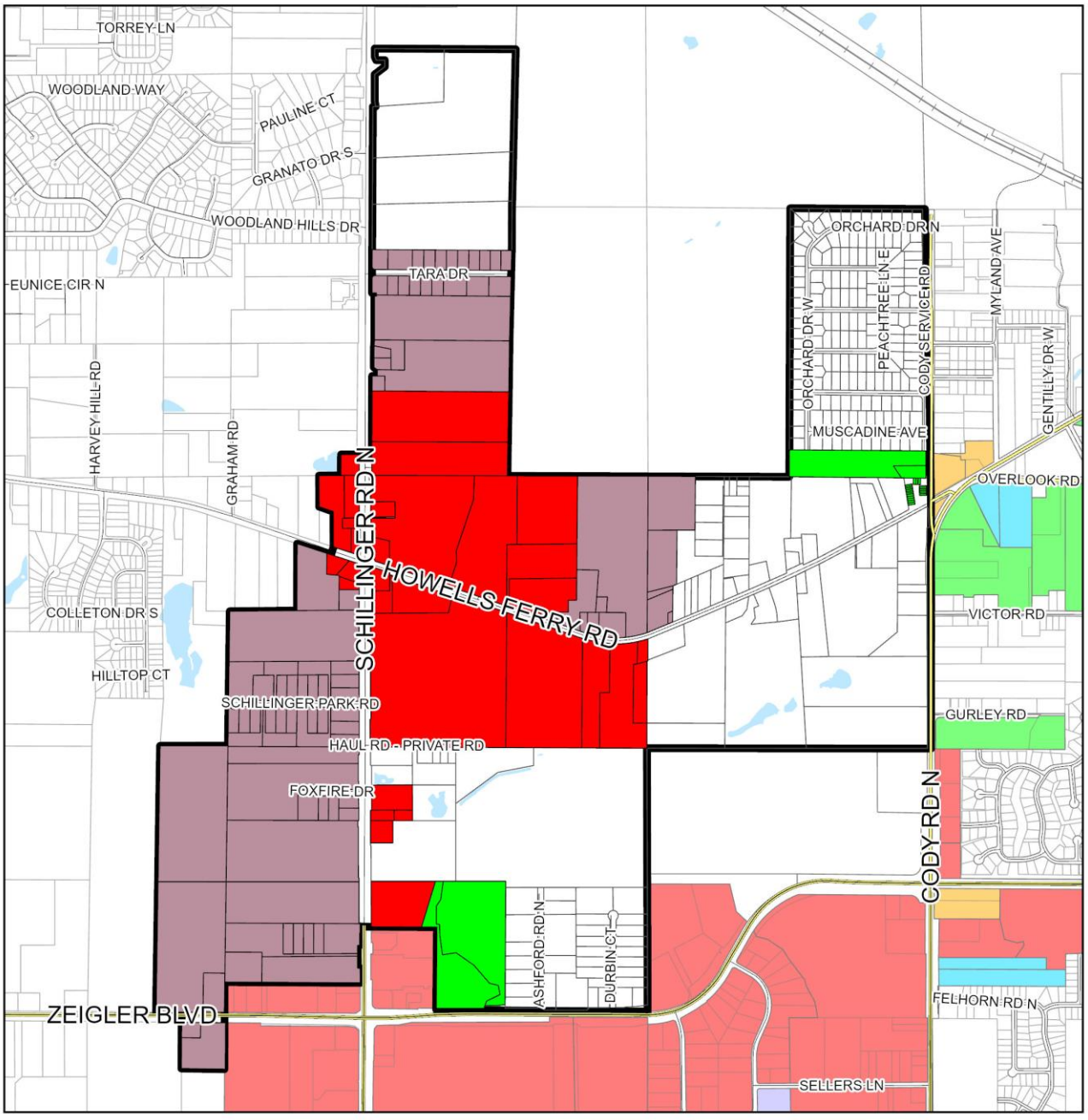
Considerations

The Planning Commission should review the proposed zoning study on the following pages and via the links provided above. An amended report with comments received by November 10th will be provided to the Planning Commission and published on the website prior to the November 16th hearing. The Commission should factor in all aspects of the study, including comments provided to the Commission prior to the hearing, as well as any comments received at the public hearing on November 16th to formulate a recommendation to the City Council.

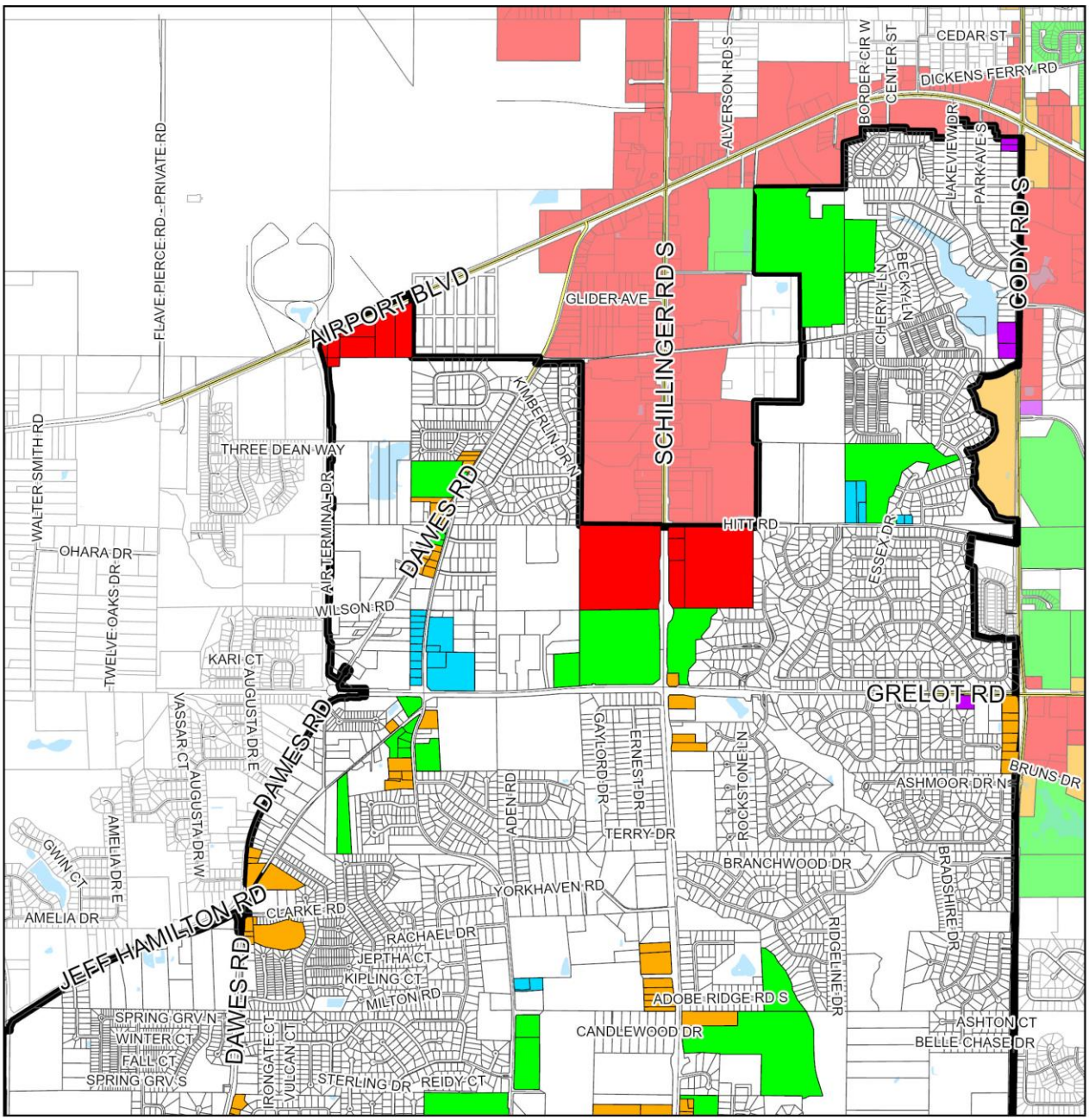
PROPOSED ZONING MAP



PROPOSED ZONING MAP



PROPOSED ZONING MAP



Cottage Hill
NORTH CORRIDOR

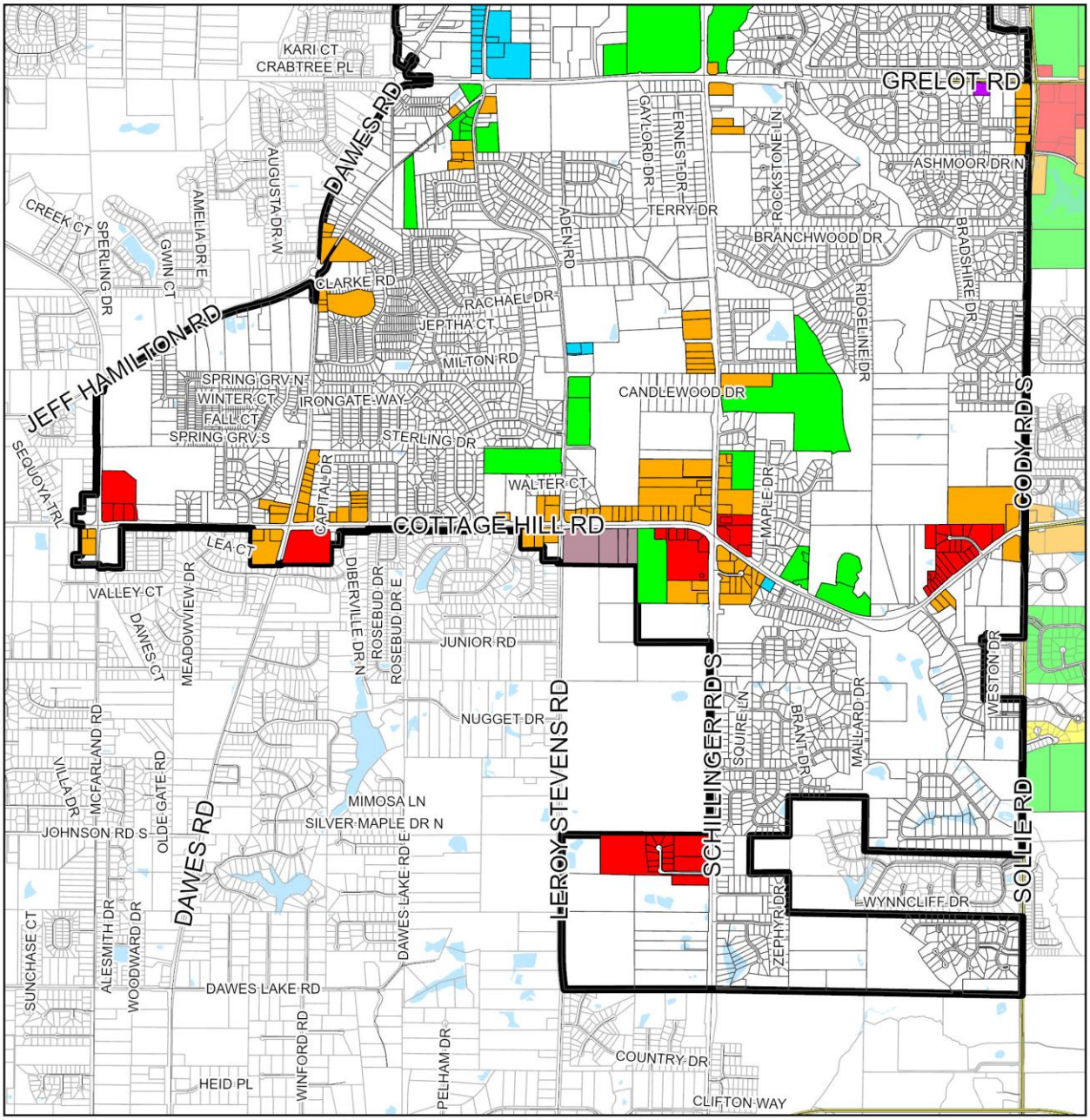
Zoning Districts

- R-1 Single-Family Residential
- R-3 Multi-Family Residential
- B-1 Buffer Business
- LB-2 Limited Neighborhood Business
- B-2 Neighborhood Business
- B-3 Community Business

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PROPOSED ZONING MAP



Cottage Hill
SOUTH CORRIDOR

Zoning Districts

- R-1 Single-Family Residential
- R-3 Multi-Family Residential
- B-1 Buffer Business
- LB-2 Limited Neighborhood Business
- B-2 Neighborhood Business
- B-3 Community Business
- CW Commercial Warehouse

N

NTS

Mobile Planning Commission
Results Agenda
November 16, 2023 – 2:00 P.M.

ADMINISTRATIVE

Roll Call

x	Mr. John W. "Jay" Stubbs, Jr., Chairman		Mr. Matt Anderson (MD)
x	Mr. Kirk Mattei, Vice Chairman	x	Mr. Nick Amberger (AO)
	Ms. Jennifer Denson, Secretary	x	Mr. Josh Woods (CC)
	Ms. Shirley Sessions	x	Mr. Harry Brislin, IV (S)
x	Mr. Larry Dorsey	x	Mr. Kenny Nichols (S)
x	Mr. Chad Anderson		
(S) Supernumerary	(MD) Mayor's Designee	(AO) Administrative Official	(CC) City Council Representative

Staff: Jonathan Ellzey, George Davis, Victoria Burch, Doug Anderson, Margaret Pappas, Logan Anderson, Shayla Beaco

Adoption of the Agenda: Motion to adopt by Josh Woods. Second by Nick Amberger. Adopted.

OTHER BUSINESS

Public Hearing

Zoning Amendments for Annexed Areas

Motion to approve by Josh Woods. Second by Kirk Mattei. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022809312000004.010 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

Motion to approve by Josh Woods. Second by Kirk Mattei. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of a portion of Parcel I.D. R022707254000004.000, as described by the revised legal description of the property submitted by the property owner, from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3). The balance of Parcel I.D. R022707254000004.000 is

recommended to be rezoned from Single-Family Residential Suburban District (R-1) to Multi-Family Residential Suburban District (R-3).

- Kirk Mattei recused.

Motion to approve by Nick Amberger. Second by Chad Anderson. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023401020001048.002 and R023401020001048.003 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Chad Anderson. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401020001010.001 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Nick Amberger. Second by Josh Woods. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401012000010.000 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Chad Anderson. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023303063000033.000 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023303073000009.000, R023303073000009.002, and R023303073000009.003 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022707252000026.002 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Chad Anderson. Second by Josh Woods. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401020002009.000 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

- Kenny Nichols recused.

  Motion to approve by Chad Anderson. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023303061000010.000 and R023303061000011.000 from R-1, Single-Family Residential Suburban District to Community Business Suburban District (B-3).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R022707350000051.002, R022707350000051.168, R022707350000051.169, R022707350000051.170, R022707350000051.171, R022707350000051.172, R022707350000051.173, R022707350000051.174, R022707350000051.175, R022707350000051.176, R022707350000051.177, R022707350000051.178, and R022707350000055.000 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022707361000029.000, aka 7805 Terry Drive, from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Nick Amberger. Second by Larry Dorsey. Approved.

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
cover letter	Cover Memo	11/30/2023
study report	Cover Memo	11/30/2023
PC results	Cover Memo	11/30/2023
packet	Cover Memo	11/30/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/30/2023 - 4:02 PM

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

November 30, 2023

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on November 16, 2023 held a Public Hearing to consider **Proposed Zoning Map Amendments** for the recently annexed areas of Kings Branch, Orchard Estates and the Cottage Hill Corridor**.**

After discussion it was decided to recommend approval of the **Proposed Zoning Map Amendments**, with additional amendments discussed during the Public Hearing, to the City Council.

Copies of the staff report and results agenda listing the additional amendments are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

bh
Attachments

Planning Commission
November 16, 2023

Proposed Zoning Map Amendments

For recently annexed areas

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The process for rezoning the annexed areas is based on legal requirements and is as follows:

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1. Call for Public Hearing (October 19, 2023) and Legal Advertisement (October 25, November 1 and November 8, 2023)
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B. City Council Public Hearing and Final Decision

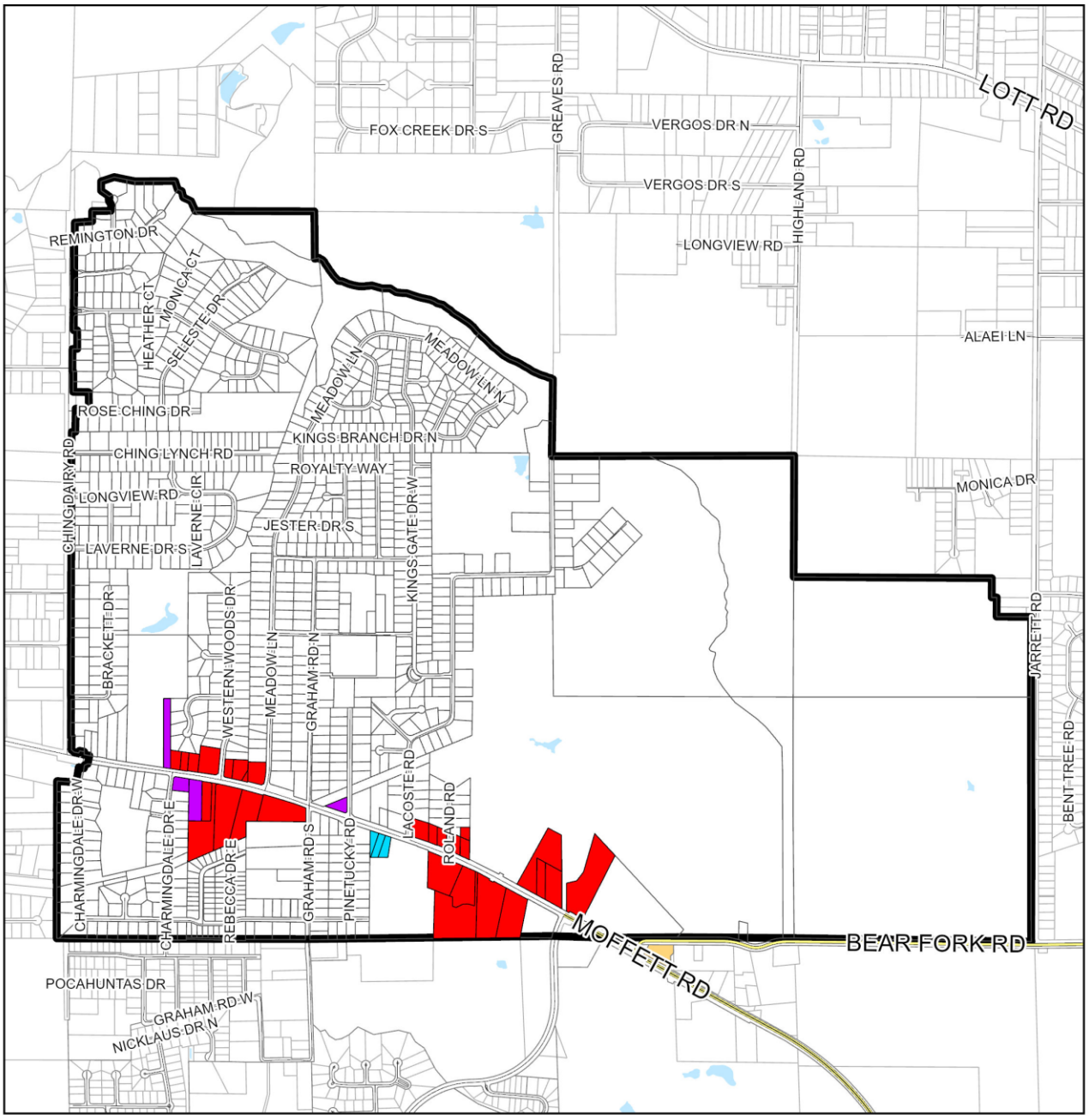
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2. Public Hearing (To be determined)
3. Final Decision (To be determined)

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PROPOSED ZONING MAP



Kings Branch

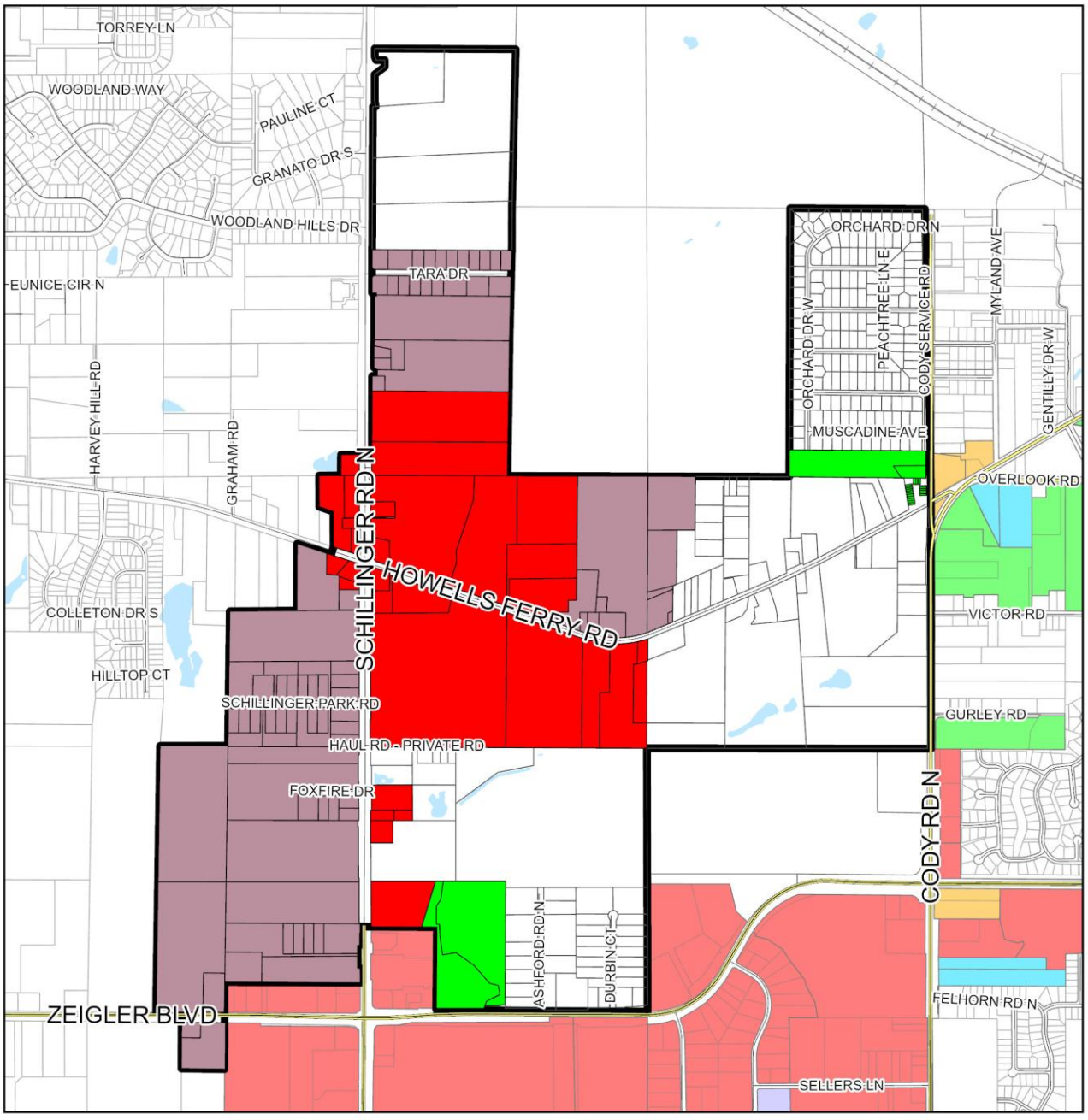
Zoning Districts

- R-1 Single-Family Residential
- B-1 Buffer Business
- LB-2 Limited Neighborhood Business
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PROPOSED ZONING MAP



Orchard Estates

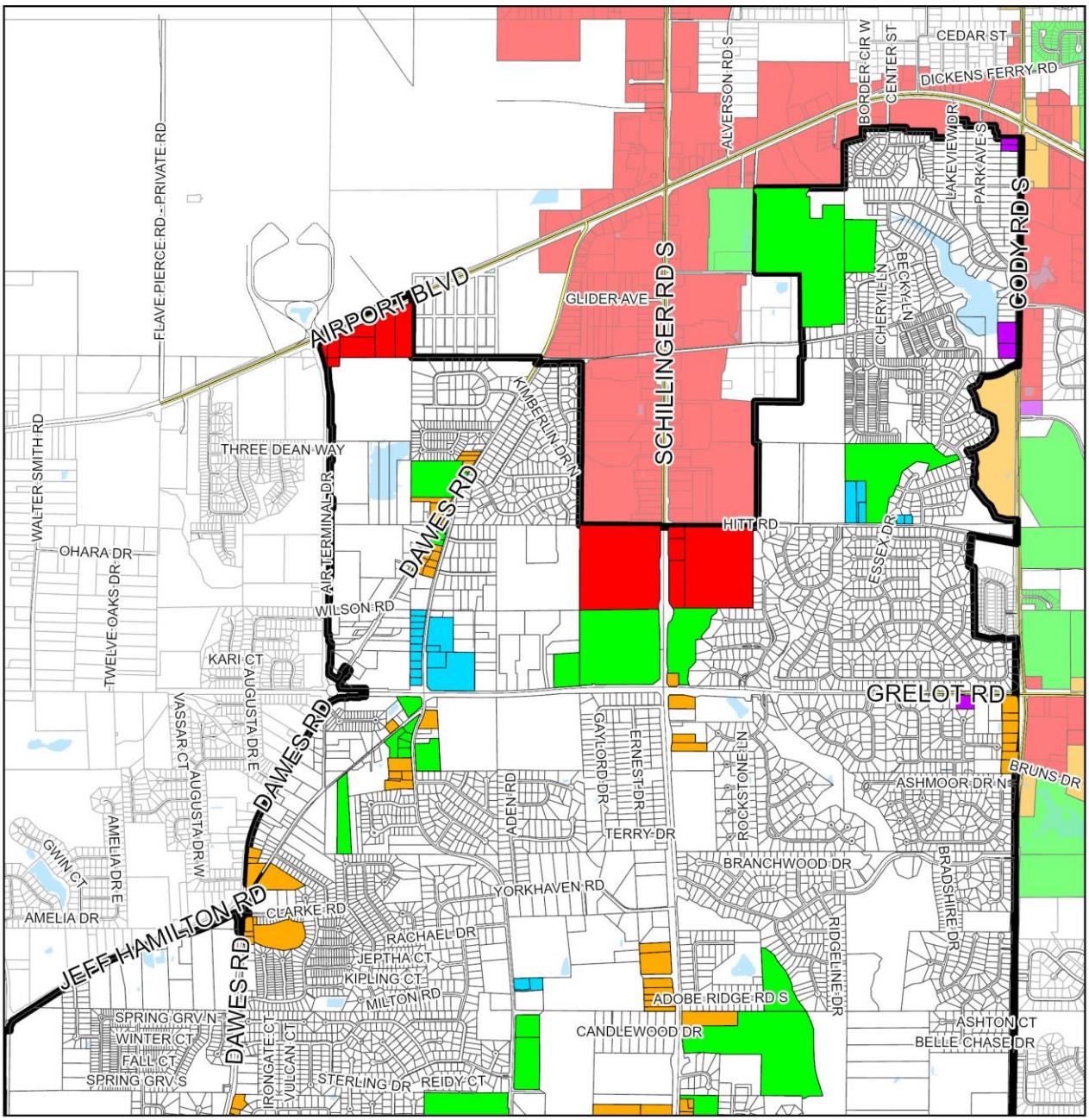
Zoning Districts

- R-1 Single-Family Residential
- R-3 Multi-Family Residential
- B-3 Community Business
- CW Commercial Warehouse

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NTS

PROPOSED ZONING MAP



Cottage Hill
NORTH CORRIDOR

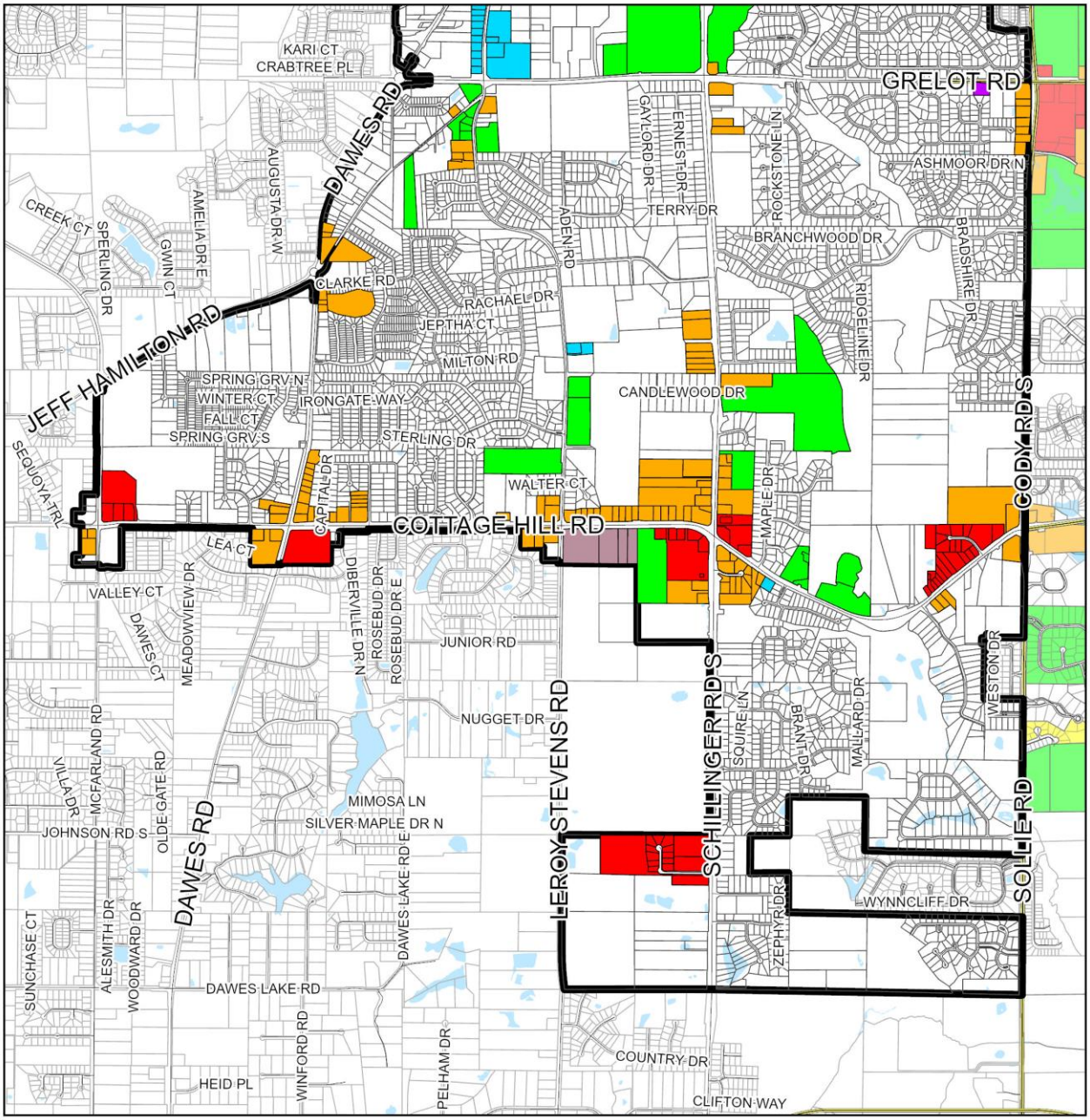
Zoning Districts

- R-1 Single-Family Residential
- R-3 Multi-Family Residential
- B-1 Buffer Business
- LB-2 Limited Neighborhood Business
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- B-3 Community Business

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NTS

PROPOSED ZONING MAP



Cottage Hill
SOUTH CORRIDOR

Zoning Districts

- R-1 Single-Family Residential
- R-3 Multi-Family Residential
- B-1 Buffer Business
- LB-2 Limited Neighborhood Business
- B-2 Neighborhood Business
- B-3 Community Business
- CW Commercial Warehouse

N

NTS

Mobile Planning Commission
Results Agenda
November 16, 2023 – 2:00 P.M.

ADMINISTRATIVE

Roll Call

x	Mr. John W. "Jay" Stubbs, Jr., Chairman		Mr. Matt Anderson (MD)
x	Mr. Kirk Mattei, Vice Chairman	x	Mr. Nick Amberger (AO)
	Ms. Jennifer Denson, Secretary	x	Mr. Josh Woods (CC)
	Ms. Shirley Sessions	x	Mr. Harry Brislin, IV (S)
x	Mr. Larry Dorsey	x	Mr. Kenny Nichols (S)
x	Mr. Chad Anderson		
(S) Supernumerary	(MD) Mayor's Designee	(AO) Administrative Official	(CC) City Council Representative

Staff: Jonathan Ellzey, George Davis, Victoria Burch, Doug Anderson, Margaret Pappas, Logan Anderson, Shayla Beaco

Adoption of the Agenda: Motion to adopt by Josh Woods. Second by Nick Amberger. Adopted.

OTHER BUSINESS

Public Hearing

Zoning Amendments for Annexed Areas

Motion to approve by Josh Woods. Second by Kirk Mattei. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022809312000004.010 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

Motion to approve by Josh Woods. Second by Kirk Mattei. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of a portion of Parcel I.D. R022707254000004.000, as described by the revised legal description of the property submitted by the property owner, from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3). The balance of Parcel I.D. R022707254000004.000 is

recommended to be rezoned from Single-Family Residential Suburban District (R-1) to Multi-Family Residential Suburban District (R-3).

- Kirk Mattei recused.

Motion to approve by Nick Amberger. Second by Chad Anderson. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023401020001048.002 and R023401020001048.003 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Chad Anderson. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401020001010.001 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Nick Amberger. Second by Josh Woods. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401012000010.000 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Chad Anderson. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023303063000033.000 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023303073000009.000, R023303073000009.002, and R023303073000009.003 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022707252000026.002 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Chad Anderson. Second by Josh Woods. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401020002009.000 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

- Kenny Nichols recused.

  Motion to approve by Chad Anderson. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023303061000010.000 and R023303061000011.000 from R-1, Single-Family Residential Suburban District to Community Business Suburban District (B-3).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R022707350000051.002, R022707350000051.168, R022707350000051.169, R022707350000051.170, R022707350000051.171, R022707350000051.172, R022707350000051.173, R022707350000051.174, R022707350000051.175, R022707350000051.176, R022707350000051.177, R022707350000051.178, and R022707350000055.000 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022707361000029.000, aka 7805 Terry Drive, from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Nick Amberger. Second by Larry Dorsey. Approved.

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
Newly annexed areas in Kings Branch, Orchard Estates and the Cottage Hill Corridor

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 5, 2023, a public hearing will be held on the 2nd day of January, 2024, at 10:30 a.m., to consider adoption of an ordinance to rezone newly annexed areas in Kings Branch, Orchard Estates and the Cottage Hill Corridor, effective July 25, 2023, from R-1, Single-Family Residential Suburban District, to B-3, Community Business Suburban District.

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

Maps of the Proposed Zoning Amendments are available for viewing at the following websites:

1. Build Mobile – Maps (interactive map):
   https://www.buildmobile.org/maps/
2. Map for Mobile (printable maps):
   https://mapformobile.org/zoningmapcomment/

Lisa C. Lambert
City Clerk

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

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

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

Kings Branch annexed area
(28 parcels)

R022308283000001.002
R022309293000014.001
R022309293000014.003
R022309293000015.000
R022309293000015.01
R022309293000027.000
R022309293000028.000
R022309293000028.001
R022309293000028.002
R022309293000050.000
R022309293000077.001
R022309293000077.002
R022309293000077.003
R022309293000077.004

R022309294000001.001
R022309294000001.002
R022309294000001.03
R022309294000001.05
R022309294000001.06
R022309294000002.000
R022309294000010.000
R022309294000011.000
R022309294000012.000
R022309294000108.000
R022309294000108.002
R022309294000108.003
R022309294000110.000
R022309294000110.001

Orchard Estates annexed area
(32 parcels)

R022701010000096.000
R022701120000001.000
R022701120000002.000
R022701120000003.000
R022701120000003.002
R022701120000016.000
R022701120000016.003
R022701120000016.004
R022803063000002.000
R022803063000003.000
R022803072000005.002
R022803072000006.000
R022803072000007.000
R022803072000008.001
R022803072000008.002
R022803072000008.003
R022803072000008.004
R022803072000008.01
R022803072000009.000
R022803072000009.001
R022803072000009.002
R022803072000010.000
R022803072000011.000
R022803072000012.000
R022803072000013.000
R022803072000014.000
R022803072000015.000
R022803073000001.01
R022803073000016.000
R022803073000016.003
R022803073000016.004
R022803073000017.002

Cottage Hill Corridor annexed area
(89 parcels)

R022706230000002.001
R022706243000015.000
R022706243000016.000
R022706243000017.000
R022706243000017.001
R022706243000017.01
R022707252000032.001
R022707254000001.000
R022707260000001.001
R022707350000051.002
R022707350000051.168
R022707350000051.169
R022707350000051.170
R022707350000051.171
R022707350000051.172
R022707350000051.173
R022707350000051.174
R022707350000051.175
R022707350000051.176
R022707350000051.177
R022707350000051.178
R022707350000055.000
R022809303000002.000
R022809303000002.001
R022809303000002.002
R022809303000002.003
R022809312000004.010
R023303061000010.000
R023303061000011.000
R023303062000050.002

R023303062000050.008
R023303063000030.000
R023303063000030.002
R023303063000030.004
R023303063000031.012
R023303064000002.000
R023303064000005.000
R023303064000006.000
R023303064000007.000
R023303064000008.000
R023303064000009.000
R023303064000010.000
R023303064000011.000
R023303064000012.000
R023303064000013.000
R023303064000014.000
R023303064000015.000
R023303064000016.000
R023303064000017.001
R023303064000019.000
R023303064000020.000
R023303064000020.001
R023303064000020.003
R023303064000021.000
R023303064000022.000
R023303064000023.000
R023303064000023.001
R023303064000024.000
R023303064000025.000
R023401014000002.000
R023401014000002.001
R023401014000002.003
R023401014000002.004
R023401014000002.005
R023401014000002.006
R023401014000002.011
R023401020001075.000
R023401020002009.000
R023401020002009.001
R023401020002009.002
R023401020002009.003
R023401020002009.004
R023401124000001.000
R023401124000002.000
R023401124000002.003
R023401124000002.007
R023401124000002.008
R023401124000002.009
R023401124000002.010
R023401124000002.011
R023401124000002.012
R023401124000002.013
R023401124000002.014
R023401124000002.015
R023401124000002.016
R023401124000002.017
R023401124000002.018
R023401124000007.000

And the following portion of parcel R022707254000004.000:

Commencing at the Northwest corner of the Southeast quarter of the Southeast quarter of Section 25, Township 4 South, Range 3 West, Mobile County, Alabama; Thence N-89°-36'-58"-E, along the North line of the Southeast quarter of the Southeast quarter of said Section 25, for 628.51 feet to the Point of Beginning of the parcel herein described; Thence continue N-89°-36'-58"-E, along the North line of the Southeast quarter of the Southeast quarter of said Section 25, for 626.26 feet to a point at the intersection of the North line of the Southeast quarter of the Southeast quarter of said Section 25 with the West right of way line of Schillinger Road, (variable width public R\W); Thence S-02°-51'-49"-E, along the West right of way line of said Schillinger Road, for 130.56 feet; Thence S-00°-07'-34"-W, along the West right of way line of said Schillinger Road, for 99.81 feet; Thence S-05°-26'-09"-E, along the West right of way line of said Schillinger Road, for 100.53 feet; Thence S-00°-16'-27"-W, along the West right of way line of said Schillinger Road, for 99.89 feet; Thence S-08°-41'-35"-E, along the West right of way line of said Schillinger Road, for 42.32 feet; Thence N-89°-06'-28"-W, leaving the West right of way line of said Schillinger Road, for 176.41 feet; Thence S-00°-54'-47"-W for 12.08 feet; Thence N-89°-06'-28"-W for 340.78 feet; Thence S-22°-23'-32"-W for 34.36 feet; Thence N-89°-06'-28"-W for 199.89 feet; Thence N-01°-00'-57"-E for 231.47 feet; Thence S-89°-06'-28"-E for 90.00 feet; Thence N-00°-23'-02"-W for 270.52 feet to the Point of Beginning, and containing 323,785 square feet or 7.365 acres, more or less.

The classification of said property is hereby changed from R-1, Single-Family Residential - Suburban to B-3, Community Business – Suburban, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in B-3, Community Business – Suburban, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 2nd day of January, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 13th day of December, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the rezoning of the following described properties located in the Kings Branch, Orchard Estates and Cottage Hill Corridor areas that annexed into the City of Mobile effective July 25, 2023 from R-1, Single-Family Residential - Suburban to B-3, Community Business – Suburban:

Kings Branch annexed area		
(28 parcels)		
R022308283000001.002	R022309293000077.001	R022309294000010.000
R022309293000014.001	R022309293000077.002	R022309294000011.000
R022309293000014.003	R022309293000077.003	R022309294000012.000
R022309293000015.000	R022309293000077.004	R022309294000108.000
R022309293000015.01	R022309294000001.001	R022309294000108.002
R022309293000027.000	R022309294000001.002	R022309294000108.003
R022309293000028.000	R022309294000001.03	R022309294000110.000
R022309293000028.001	R022309294000001.05	R022309294000110.001
R022309293000028.002	R022309294000001.06	
R022309293000050.000	R022309294000002.000	
Orchard Estates annexed area		
(32 parcels)		
R022701010000096.000	R022803072000006.000	R022803072000011.000
R022701120000001.000	R022803072000007.000	R022803072000012.000
R022701120000002.000	R022803072000008.001	R022803072000013.000
R022701120000003.000	R022803072000008.002	R022803072000014.000
R022701120000003.002	R022803072000008.003	R022803072000015.000
R022701120000016.000	R022803072000008.004	R022803073000001.01
R022701120000016.003	R022803072000008.01	R022803073000016.000
R022701120000016.004	R022803072000009.000	R022803073000016.003
R022803063000002.000	R022803072000009.001	R022803073000016.004
R022803063000003.000	R022803072000009.002	R022803073000017.002
R022803072000005.002	R022803072000010.000	

Cottage Hill Corridor annexed area
(89 parcels)

R022706230000002.001	R023303062000050.008	R023401014000002.001
R022706243000015.000	R023303063000030.000	R023401014000002.003
R022706243000016.000	R023303063000030.002	R023401014000002.004
R022706243000017.000	R023303063000030.004	R023401014000002.005
R022706243000017.001	R023303063000031.012	R023401014000002.006
R022706243000017.01	R023303064000002.000	R023401014000002.011
R022707252000032.001	R023303064000005.000	R023401020001075.000
R022707254000001.000	R023303064000006.000	R023401020002009.000
R022707260000001.001	R023303064000007.000	R023401020002009.001
R022707350000051.002	R023303064000008.000	R023401020002009.002
R022707350000051.168	R023303064000009.000	R023401020002009.003
R022707350000051.169	R023303064000010.000	R023401020002009.004
R022707350000051.170	R023303064000011.000	R023401124000001.000
R022707350000051.171	R023303064000012.000	R023401124000002.000
R022707350000051.172	R023303064000013.000	R023401124000002.003
R022707350000051.173	R023303064000014.000	R023401124000002.007
R022707350000051.174	R023303064000015.000	R023401124000002.008
R022707350000051.175	R023303064000016.000	R023401124000002.009
R022707350000051.176	R023303064000017.001	R023401124000002.010
R022707350000051.177	R023303064000019.000	R023401124000002.011
R022707350000051.178	R023303064000020.000	R023401124000002.012
R022707350000055.000	R023303064000020.001	R023401124000002.013
R022809303000002.000	R023303064000020.003	R023401124000002.014
R022809303000002.001	R023303064000021.000	R023401124000002.015
R022809303000002.002	R023303064000022.000	R023401124000002.016
R022809303000002.003	R023303064000023.000	R023401124000002.017
R022809312000004.010	R023303064000023.001	R023401124000002.018
R023303061000010.000	R023303064000024.000	R023401124000007.000
R023303061000011.000	R023303064000025.000	
R023303062000050.002	R023401014000002.000	

And the following portion of parcel R022707254000004.000:

Commencing at the Northwest corner of the Southeast quarter of the Southeast quarter of Section 25, Township 4 South, Range 3 West, Mobile County, Alabama; Thence N-89°-36'-58"-E, along the North line of the Southeast quarter of the Southeast quarter of said Section 25, for 628.51 feet to the Point of Beginning of the parcel herein described; Thence continue N-89°-36'-58"-E, along the North line of the Southeast quarter of the Southeast quarter of said Section 25, for 626.26 feet to a point at the intersection of the North line of the Southeast quarter of the Southeast quarter of said Section 25 with the West right of way line of Schillinger Road, (variable width public R\W); Thence S-02°-51'-49"-E, along the West right of way line of said Schillinger Road, for 130.56 feet; Thence S-00°-07'-34"-W, along the West right of way line of said Schillinger Road, for 99.81 feet; Thence S-05°-26'-09"-E, along the West right of way line of said Schillinger Road, for 100.53 feet; Thence S-00°-16'-27"-W, along the West right of way line of said Schillinger Road, for 99.89 feet; Thence S-08°-41'-35"-E, along the West right of way line of said Schillinger Road, for 42.32 feet; Thence N-89°-06'-28"-W, leaving the West right of way line of said Schillinger Road, for 176.41 feet; Thence S-00°-54'-47"-W for 12.08 feet; Thence N-89°-06'-28"-W for 340.78 feet; Thence S-22°-23'-32"-W for 34.36 feet; Thence N-89°-06'-28"-W for 199.89 feet; Thence N-01°-00'-57"-E for 231.47 feet; Thence S-89°-06'-28"-E for 90.00 feet; Thence N-00°-23'-02"-W for 270.52 feet to the Point of Beginning, and containing 323,785 square feet or 7.365 acres, more or less.

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

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

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

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

Kings Branch annexed area
(28 parcels)

R022308283000001.002
R022309293000014.001
R022309293000014.003
R022309293000015.000
R022309293000015.01
R022309293000027.000
R022309293000028.000
R022309293000028.001
R022309293000028.002
R022309293000050.000
R022309293000077.001
R022309293000077.002
R022309293000077.003
R022309293000077.004
R022309294000001.001
R022309294000001.002
R022309294000001.03
R022309294000001.05
R022309294000001.06
R022309294000002.000
R022309294000010.000
R022309294000011.000
R022309294000012.000
R022309294000108.000
R022309294000108.002
R022309294000108.003
R022309294000110.000
R022309294000110.001

Orchard Estates annexed area
(32 parcels)

R022701010000096.000
R022701120000001.000
R022701120000002.000
R022701120000003.000
R022701120000003.002
R022701120000016.000
R022701120000016.003
R022701120000016.004
R022803063000002.000
R022803063000003.000
R022803072000005.002
R022803072000006.000
R022803072000007.000
R022803072000008.001

R022803072000008.002
R022803072000008.003
R022803072000008.004
R022803072000008.01
R022803072000009.000
R022803072000009.001
R022803072000009.002
R022803072000010.000
R022803072000011.000
R022803072000012.000
R022803072000013.000
R022803072000014.000
R022803072000015.000
R022803073000001.01
R022803073000016.000
R022803073000016.003
R022803073000016.004
R022803073000017.002

Cottage Hill Corridor annexed area
(89 parcels)

R022706230000002.001
R022706243000015.000
R022706243000016.000
R022706243000017.000
R022706243000017.001
R022706243000017.01
R022707252000032.001
R022707254000001.000
R022707260000001.001
R022707350000051.002
R022707350000051.168
R022707350000051.169
R022707350000051.170
R022707350000051.171
R022707350000051.172
R022707350000051.173
R022707350000051.174
R022707350000051.175
R022707350000051.176
R022707350000051.177
R022707350000051.178
R022707350000055.000
R022809303000002.000
R022809303000002.001
R022809303000002.002
R022809303000002.003
R022809312000004.010
R023303061000010.000
R023303061000011.000
R023303062000050.002
R023303062000050.008
R023303063000030.000
R023303063000030.002
R023303063000030.004
R023303063000031.012
R023303064000002.000
R023303064000005.000
R023303064000006.000
R023303064000007.000
R023303064000008.000
R023303064000009.000
R023303064000010.000
R023303064000011.000
R023303064000012.000
R023303064000013.000
R023303064000014.000
R023303064000015.000
R023303064000016.000
R023303064000017.001
R023303064000019.000
R023303064000020.000
R023303064000020.001
R023303064000020.003
R023303064000021.000
R023303064000022.000
R023303064000023.000
R023303064000023.001
R023303064000024.000
R023303064000025.000
R023401014000002.000
R023401014000002.001
R023401014000002.003
R023401014000002.004
R023401014000002.005
R023401014000002.006
R023401014000002.011

R023401020001075.000	R023401124000002.009
R023401020002009.000	R023401124000002.010
R023401020002009.001	R023401124000002.011
R023401020002009.002	R023401124000002.012
R023401020002009.003	R023401124000002.013
R023401020002009.004	R023401124000002.014
R023401124000001.000	R023401124000002.015
R023401124000002.000	R023401124000002.016
R023401124000002.003	R023401124000002.017
R023401124000002.007	R023401124000002.018
R023401124000002.008	R023401124000007.000

And the following portion of parcel R022707254000004.000:

Commencing at the Northwest corner of the Southeast quarter of the Southeast quarter of Section 25, Township 4 South, Range 3 West, Mobile County, Alabama; Thence N-89°-36'-58"-E, along the North line of the Southeast quarter of the Southeast quarter of said Section 25, for 628.51 feet to the Point of Beginning of the parcel herein described; Thence continue N-89°-36'-58"-E, along the North line of the Southeast quarter of the Southeast quarter of said Section 25, for 626.26 feet to a point at the intersection of the North line of the Southeast quarter of the Southeast quarter of said Section 25 with the West right of way line of Schillinger Road, (variable width public R\W); Thence S-02°-51'-49"-E, along the West right of way line of said Schillinger Road, for 130.56 feet; Thence S-00°-07'-34"-W, along the West right of way line of said Schillinger Road, for 99.81 feet; Thence S-05°-26'-09"-E, along the West right of way line of said Schillinger Road, for 100.53 feet; Thence S-00°-16'-27"-W, along the West right of way line of said Schillinger Road, for 99.89 feet; Thence S-08°-41'-35"-E, along the West right of way line of said Schillinger Road, for 42.32 feet; Thence N-89°-06'-28"-W, leaving the West right of way line of said Schillinger Road, for 176.41 feet; Thence S-00°-54'-47"-W for 12.08 feet; Thence N-89°-06'-28"-W for 340.78 feet; Thence S-22°-23'-32"-W for 34.36 feet; Thence N-89°-06'-28"-W for 199.89 feet; Thence N-01°-00'-57"-E for 231.47 feet; Thence S-89°-06'-28"-E for 90.00 feet; Thence N-00°-23'-02"-W for 270.52 feet to the Point of Beginning, and containing 323,785 square feet or 7.365 acres, more or less.

The classification of said property is hereby changed from **R-1, Single-Family Residential - Suburban to B-3, Community Business – Suburban,** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in **B-3, Community Business – Suburban,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022.

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

Adopted:

_____

Lisa Lambert, City Clerk

City of Mobile
Various properties in the Kings Branch, Orchard Estates and Cottage Hill Corridor Annexed Areas

R-1 to B-3

Council District 6
Josh Woods

Council District 7
Gina Gregory

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	11/30/2023
cover letter	Cover Memo	11/30/2023
study report	Cover Memo	11/30/2023
PC results	Cover Memo	11/30/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/30/2023 - 4:12 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
Newly annexed areas in Orchard Estates and the Cottage Hill Corridor

Pursuant to Resolution of the Mobile, Alabama City Council adopted December 5, 2023, a public hearing will be held on the 2nd day of January, 2024, at 10:30 a.m., to consider adoption of an ordinance to rezone newly annexed areas in Orchard Estates and the Cottage Hill Corridor, effective July 25, 2023, from R-1, Single-Family Residential Suburban District, to CW, Commercial Warehouse.

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.

Maps of the Proposed Zoning Amendments are available for viewing at the following websites:

1. Build Mobile – Maps (interactive map):
   https://www.buildmobile.org/maps/
2. Map for Mobile (printable maps):
   https://mapformobile.org/zoningmapcomment/

Lisa C. Lambert
City Clerk

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

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

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

Orchard Estates annexed area
(90 parcels)

R022701120000016.001
R022701120000016.002
R022701120000020.01
R022701120000031.02
R022701120000032.000
R022701120000032.001
R022701120000033.000
R022701120000033.01
R022701120000033.02
R022701120000033.03
R022701120000033.04
R022701120000033.05
R022701120000033.06
R022701120000033.07

R022701120000033.08
R022701120000033.09
R022701120000033.10
R022701120000033.13
R022701120000033.15
R022701120000033.16
R022701120000033.17
R022701120000033.18
R022701120000033.19
R022701120000033.20
R022701120000033.21
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R022701120000033.23
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R022701120000033.29
R022701120000034.000
R022701120000035.000
R022701120000035.001
R022701120000035.002
R022701120000035.003
R022701120000035.01
R022701120000035.02
R022701120000036.000
R022701120000036.001
R022701120000037.000
R022701120000037.001
R022701120000037.002
R022701120000037.003
R022701120000037.01
R022701120000037.02
R022701120000037.03
R022701120000037.04
R022701120000045.000
R022706130000003.000
R022706130000003.002
R022803063000004.000
R022803063000004.01
R022803063000004.02
R022803063000004.03
R022803063000004.04
R022803063000005.000
R022803063000006.000
R022803063000006.01
R022803063000006.02
R022803063000006.03
R022803063000006.04
R022803063000006.05
R022803063000006.06
R022803063000007.000
R022803063000008.000
R022803063000009.000
R022803063000010.000
R022803063000010.001
R022803063000010.002
R022803063000010.003
R022803063000011.000
R022803063000011.01
R022803063000011.02
R022803063000011.03
R022803063000012.000
R022803063000013.000
R022803071000015.000
R022803071000015.001
R022803071000016.000
R022803071000016.001
R022803071000021.000
R022803072000001.000
R022803072000001.01
R022803072000002.000
R022803072000003.000
R022803072000003.01
R022803072000005.000
R022803072000005.001

Cottage Hill Corridor annexed area
(4 parcels)

R023401014000003.000
R023401014000004.000

And that portion of the following parcels located within the city limits:
R023401014000005.000
R023401014000007.000

The classification of said property is hereby changed from R-1, Single-Family Residential - Suburban to CW, Commercial Warehouse, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in CW, Commercial Warehouse, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 2nd day of January, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 13th day of December, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the rezoning of the following described properties located in the Orchard Estates and Cottage Hill Corridor areas that annexed into the City of Mobile effective July 25, 2023 from R-1, Single-Family Residential - Suburban to CW, Commercial Warehouse:

Orchard Estates annexed area
(90 parcels)

R022701120000016.001	R022701120000033.24	R022803063000004.02
R022701120000016.002	R022701120000033.25	R022803063000004.03
R022701120000020.01	R022701120000033.27	R022803063000004.04
R022701120000031.02	R022701120000033.28	R022803063000005.000
R022701120000032.000	R022701120000033.29	R022803063000006.000
R022701120000032.001	R022701120000034.000	R022803063000006.01
R022701120000033.000	R022701120000035.000	R022803063000006.02
R022701120000033.01	R022701120000035.001	R022803063000006.03
R022701120000033.02	R022701120000035.002	R022803063000006.04
R022701120000033.03	R022701120000035.003	R022803063000006.05
R022701120000033.04	R022701120000035.01	R022803063000006.06
R022701120000033.05	R022701120000035.02	R022803063000007.000
R022701120000033.06	R022701120000036.000	R022803063000008.000
R022701120000033.07	R022701120000036.001	R022803063000009.000
R022701120000033.08	R022701120000037.000	R022803063000010.000
R022701120000033.09	R022701120000037.001	R022803063000010.001
R022701120000033.10	R022701120000037.002	R022803063000010.002
R022701120000033.13	R022701120000037.003	R022803063000010.003
R022701120000033.15	R022701120000037.01	R022803063000011.000
R022701120000033.16	R022701120000037.02	R022803063000011.01
R022701120000033.17	R022701120000037.03	R022803063000011.02
R022701120000033.18	R022701120000037.04	R022803063000011.03
R022701120000033.19	R022701120000045.000	R022803063000012.000
R022701120000033.20	R022706130000003.000	R022803063000013.000
R022701120000033.21	R022706130000003.002	R022803071000015.000
R022701120000033.22	R022803063000004.000	R022803071000015.001
R022701120000033.23	R022803063000004.01	R022803071000016.000

R022803071000016.001	R022803072000001.01	R022803072000003.01
R022803071000021.000	R022803072000002.000	R022803072000005.000
R022803072000001.000	R022803072000003.000	R022803072000005.001

Cottage Hill Corridor annexed area
(4 parcels)

R023401014000003.000	And that portion of the following parcels located within the city limits:
R023401014000004.000	R023401014000005.000
	R023401014000007.000

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

AN ORDINANCE 2023

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

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

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

Orchard Estates annexed area
(90 parcels)

R022701120000016.001
R022701120000016.002
R022701120000020.01
R022701120000031.02
R022701120000032.000
R022701120000032.001
R022701120000033.000
R022701120000033.01
R022701120000033.02
R022701120000033.03
R022701120000033.04
R022701120000033.05
R022701120000033.06
R022701120000033.07
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R022701120000035.000
R022701120000035.001
R022701120000035.002
R022701120000035.003
R022701120000035.01
R022701120000035.02
R022701120000036.000
R022701120000036.001
R022701120000037.000
R022701120000037.001
R022701120000037.002
R022701120000037.003
R022701120000037.01
R022701120000037.02
R022701120000037.03
R022701120000037.04
R022701120000045.000

R022706130000003.000
R022706130000003.002
R022803063000004.000
R022803063000004.01
R022803063000004.02
R022803063000004.03
R022803063000004.04
R022803063000005.000
R022803063000006.000
R022803063000006.01
R022803063000006.02
R022803063000006.03
R022803063000006.04
R022803063000006.05
R022803063000006.06
R022803063000007.000
R022803063000008.000
R022803063000009.000
R022803063000010.000
R022803063000010.001
R022803063000010.002
R022803063000010.003
R022803063000011.000
R022803063000011.01
R022803063000011.02
R022803063000011.03
R022803063000012.000
R022803063000013.000
R022803071000015.000
R022803071000015.001
R022803071000016.000
R022803071000016.001
R022803071000021.000
R022803072000001.000
R022803072000001.01
R022803072000002.000
R022803072000003.000
R022803072000003.01
R022803072000005.000
R022803072000005.001

Cottage Hill Corridor annexed area
(4 parcels)

R023401014000003.000
R023401014000004.000

And that portion of the following parcels located within the city limits:
R023401014000005.000
R023401014000007.000

The classification of said property is hereby changed from **R-1, Single-Family Residential - Suburban to CW, Commercial Warehouse,** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in **CW, Commercial Warehouse**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022.

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

Adopted:

_____

Lisa Lambert, City Clerk

City of Mobile
Various properties in the Orchard Estates and Cottage Hill Corridor Annexed Areas

R-1 to CW

Council District 6
Josh Woods

Council District 7
Gina Gregory

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

November 30, 2023

City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on November 16, 2023 held a Public Hearing to consider **Proposed Zoning Map Amendments** for the recently annexed areas of Kings Branch, Orchard Estates and the Cottage Hill Corridor**.**

After discussion it was decided to recommend approval of the **Proposed Zoning Map Amendments**, with additional amendments discussed during the Public Hearing, to the City Council.

Copies of the staff report and results agenda listing the additional amendments are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

bh
Attachments

Planning Commission
November 16, 2023

Proposed Zoning Map Amendments

For recently annexed areas

Report Contents: **Page**

Considerations 2
Kings Branch Proposed Zoning Map 3
Orchard Estates Proposed Zoning Map 4
Cottage Hill Corridor North Proposed Zoning Map .. 5
Cottage Hill Corridor South Proposed Zoning Map .. 6

Overview

On July 18, 2023, an election for annexation was held for four (4) areas contiguous to the City of Mobile. Three (3) areas, Kings Branch, Orchard Estates and the Cottage Hill Corridor voted to be annexed into the City. The vote was certified on July 25.

When properties are annexed into the City, they are assigned an R-1, Single-Family Residential zoning designation. In accordance with state law, the next planning step is to update the City's Comprehensive plan; specifically the Future Land Use Map (FLUM) and the Major Street Plan (MSP) components to assign Future Land Use Categories and Functional Classifications for the streets. The Planning Commission approved the amendments to the FLUM and MSP at their October 5, 2023 meeting.

The process for rezoning the annexed areas is based on legal requirements and is as follows:

A. Planning Commission Public Hearing and Recommendation

1. Call for Public Hearing (October 19, 2023) and Legal Advertisement (October 25, November 1 and November 8, 2023)
2. Public Hearing (November 16, 2023) and Recommendation to City Council (To be determined)

B. City Council Public Hearing and Final Decision

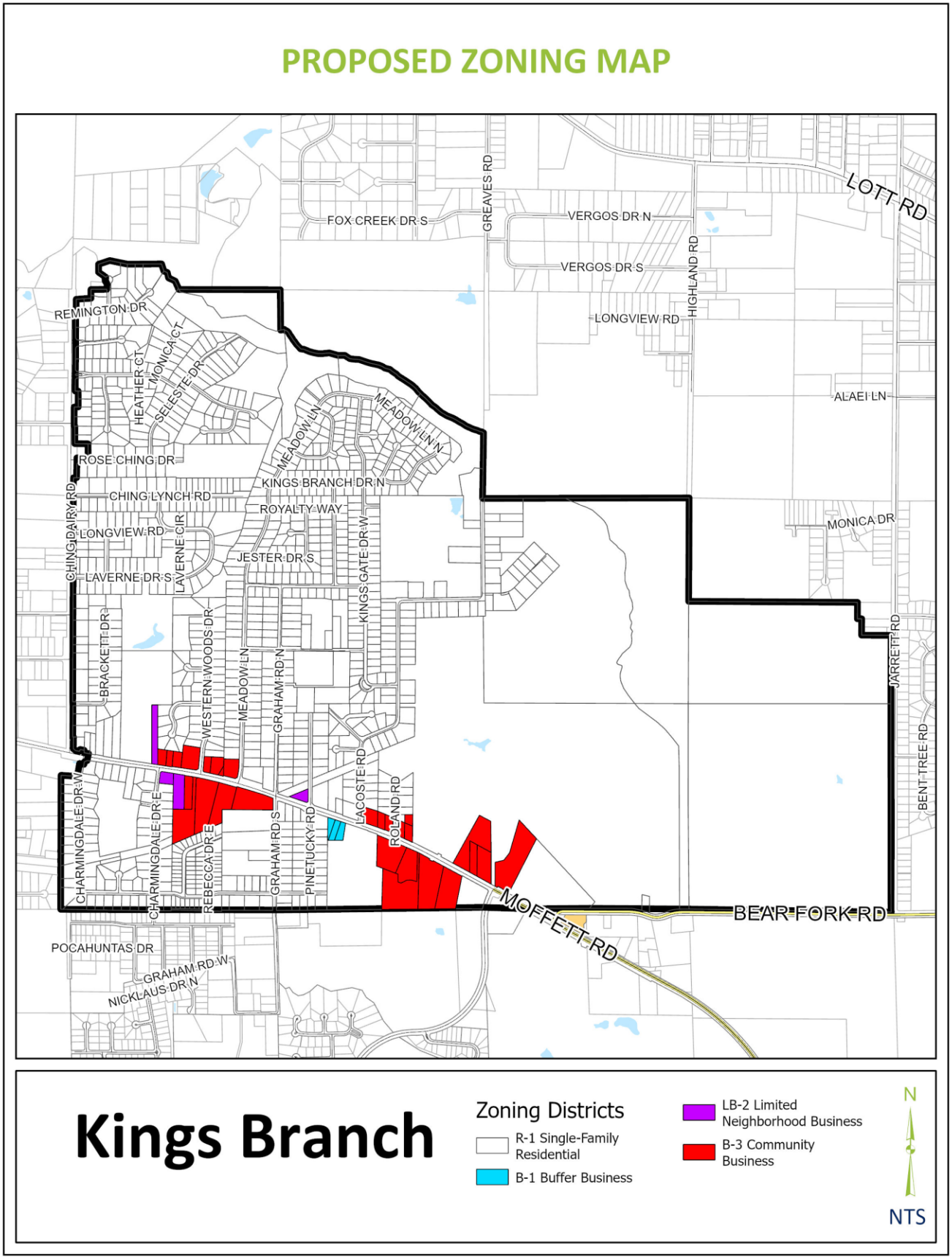
1. Call for Public Hearing & Legal Advertisement (To be determined)
2. Public Hearing (To be determined)
3. Final Decision (To be determined)

Based on the adopted FLUM, MSP and analysis of the existing built environment, a zoning study was prepared. The Planning Commission called for the public hearing at their October 16, 2023 meeting. The study and hearing have been advertised as required by law and two community meetings (October 30, 2023 and November 2, 2023) were held. The maps are included in this report and are available for viewing on both the Build Mobile and Map for Mobile websites. Comments will be received via the portal and email until November 10, 2023. After the portal is closed the comments received via the portal and email will be amended to this report and published prior to the public hearing on November 16, 2023 at 2:00 pm.

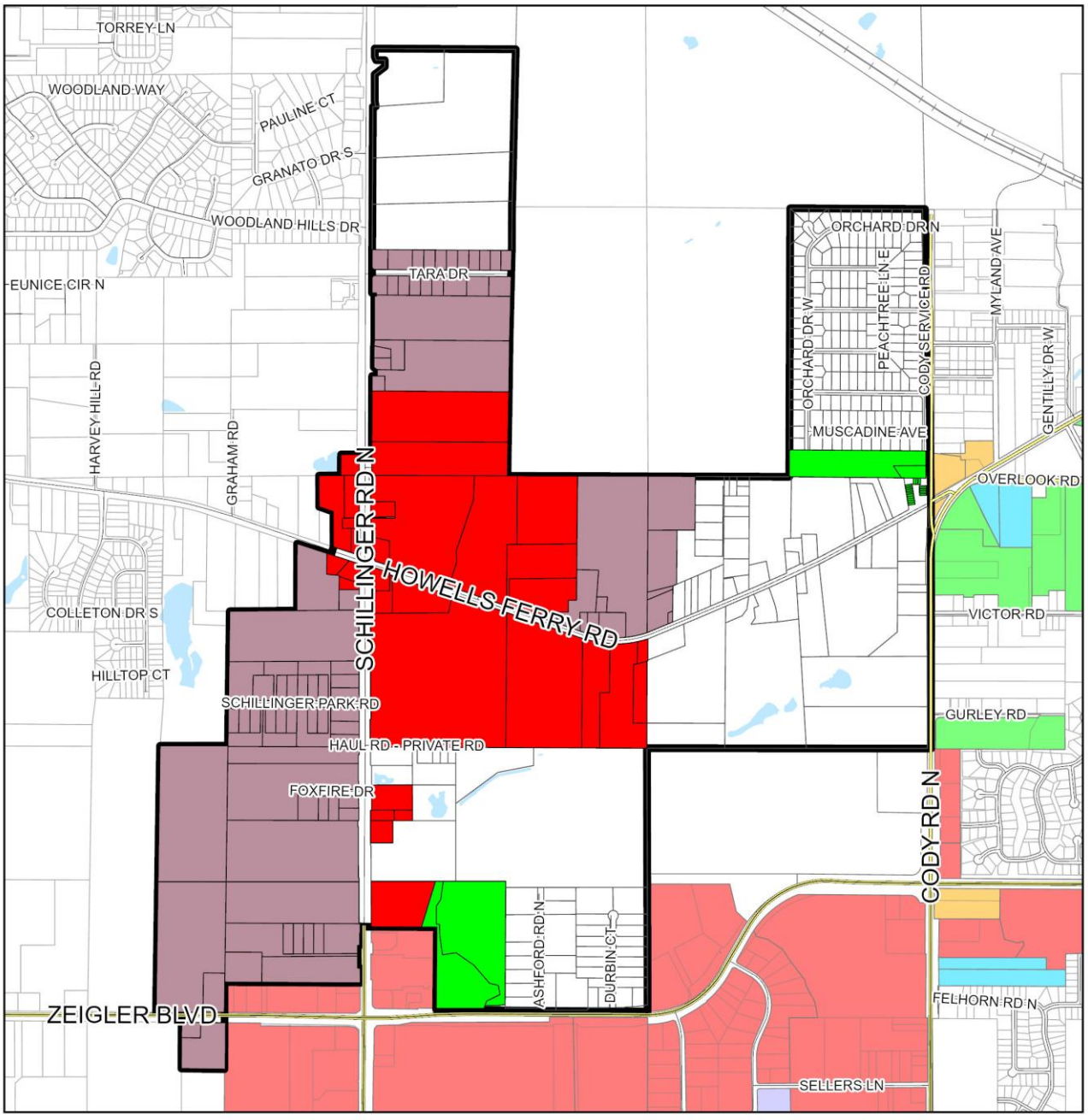
Considerations

The Planning Commission should review the proposed zoning study on the following pages and via the links provided above. An amended report with comments received by November 10th will be provided to the Planning Commission and published on the website prior to the November 16th hearing. The Commission should factor in all aspects of the study, including comments provided to the Commission prior to the hearing, as well as any comments received at the public hearing on November 16th to formulate a recommendation to the City Council.

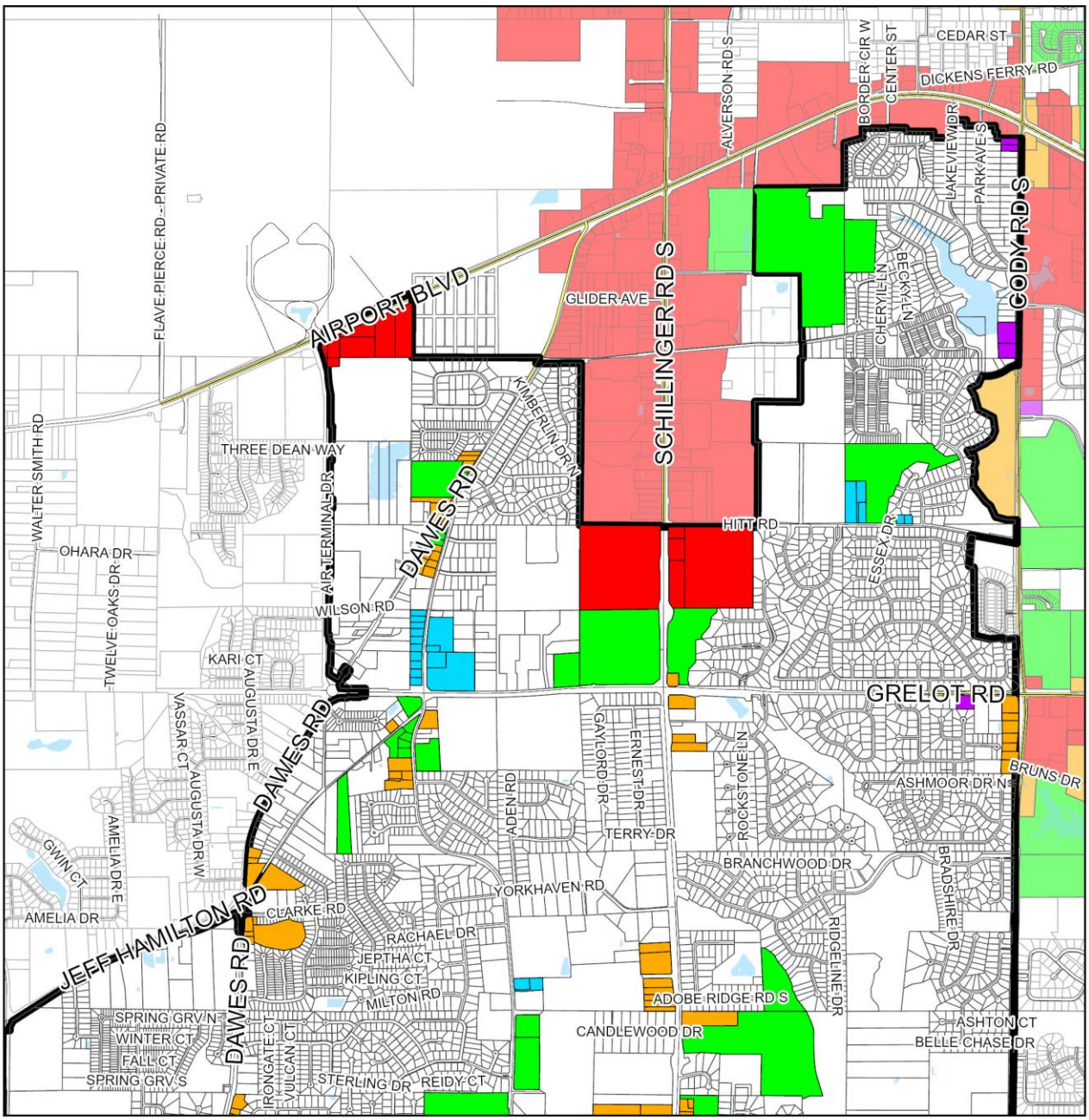
PROPOSED ZONING MAP



PROPOSED ZONING MAP



PROPOSED ZONING MAP



Cottage Hill
NORTH CORRIDOR

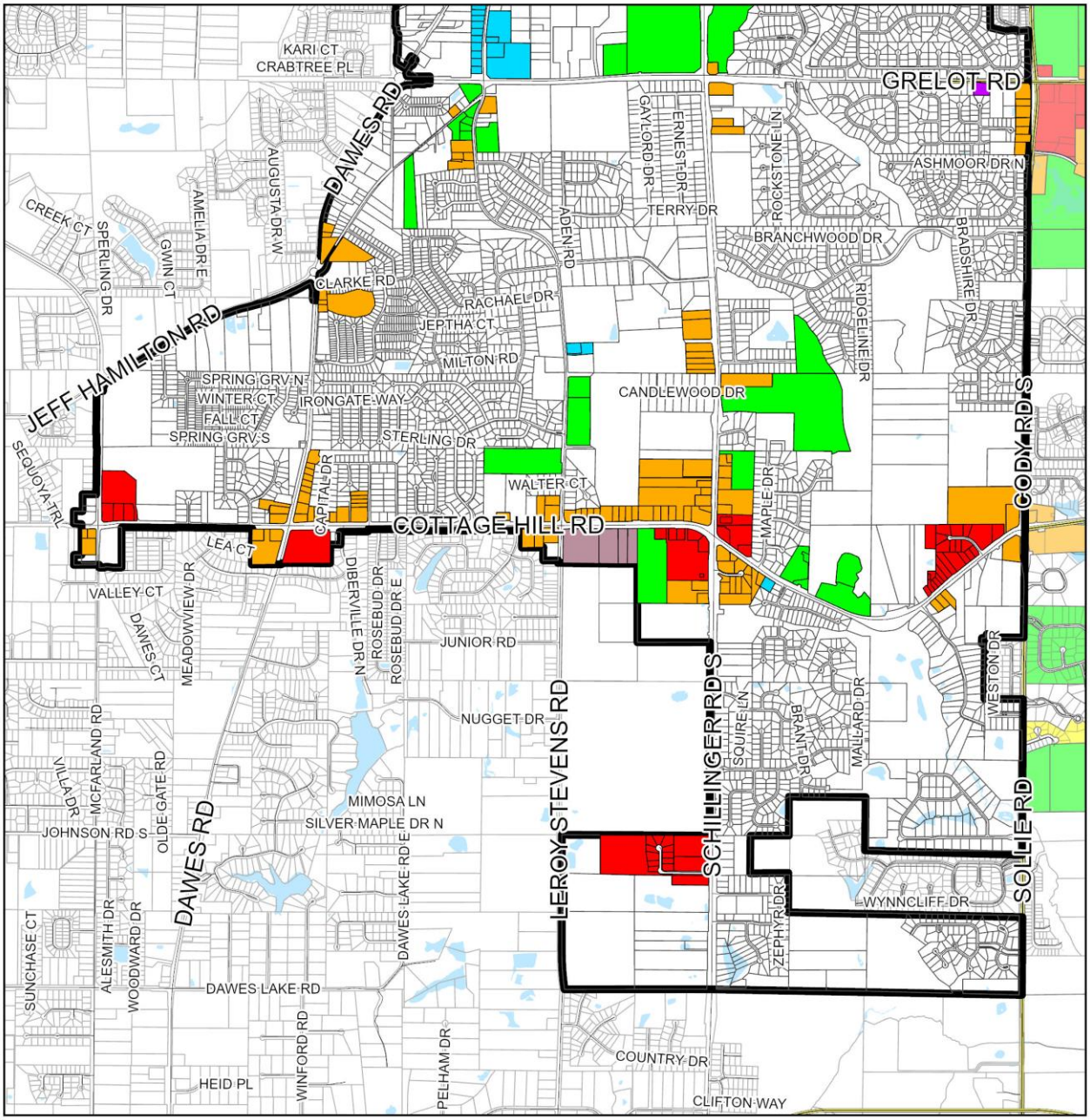
Zoning Districts

- R-1 Single-Family Residential
- R-3 Multi-Family Residential
- B-1 Buffer Business
- LB-2 Limited Neighborhood Business
- B-2 Neighborhood Business
- B-3 Community Business

N

NTS

PROPOSED ZONING MAP



Cottage Hill
SOUTH CORRIDOR

Zoning Districts

- R-1 Single-Family Residential
- R-3 Multi-Family Residential
- B-1 Buffer Business
- LB-2 Limited Neighborhood Business
- B-2 Neighborhood Business
- B-3 Community Business
- CW Commercial Warehouse

N

NTS

Mobile Planning Commission
Results Agenda
November 16, 2023 – 2:00 P.M.

ADMINISTRATIVE

Roll Call

x	Mr. John W. "Jay" Stubbs, Jr., Chairman		Mr. Matt Anderson (MD)
x	Mr. Kirk Mattei, Vice Chairman	x	Mr. Nick Amberger (AO)
	Ms. Jennifer Denson, Secretary	x	Mr. Josh Woods (CC)
	Ms. Shirley Sessions	x	Mr. Harry Brislin, IV (S)
x	Mr. Larry Dorsey	x	Mr. Kenny Nichols (S)
x	Mr. Chad Anderson		
(S) Supernumerary	(MD) Mayor's Designee	(AO) Administrative Official	(CC) City Council Representative

Staff: Jonathan Ellzey, George Davis, Victoria Burch, Doug Anderson, Margaret Pappas, Logan Anderson, Shayla Beaco

Adoption of the Agenda: Motion to adopt by Josh Woods. Second by Nick Amberger. Adopted.

OTHER BUSINESS

Public Hearing

Zoning Amendments for Annexed Areas

Motion to approve by Josh Woods. Second by Kirk Mattei. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022809312000004.010 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

Motion to approve by Josh Woods. Second by Kirk Mattei. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of a portion of Parcel I.D. R022707254000004.000, as described by the revised legal description of the property submitted by the property owner, from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3). The balance of Parcel I.D. R022707254000004.000 is

recommended to be rezoned from Single-Family Residential Suburban District (R-1) to Multi-Family Residential Suburban District (R-3).

- Kirk Mattei recused.

Motion to approve by Nick Amberger. Second by Chad Anderson. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023401020001048.002 and R023401020001048.003 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Chad Anderson. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401020001010.001 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Nick Amberger. Second by Josh Woods. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401012000010.000 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Chad Anderson. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023303063000033.000 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023303073000009.000, R023303073000009.002, and R023303073000009.003 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022707252000026.002 from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Chad Anderson. Second by Josh Woods. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R023401020002009.000 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

- Kenny Nichols recused.

  Motion to approve by Chad Anderson. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R023303061000010.000 and R023303061000011.000 from R-1, Single-Family Residential Suburban District to Community Business Suburban District (B-3).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D.s R022707350000051.002, R022707350000051.168, R022707350000051.169, R022707350000051.170, R022707350000051.171, R022707350000051.172, R022707350000051.173, R022707350000051.174, R022707350000051.175, R022707350000051.176, R022707350000051.177, R022707350000051.178, and R022707350000055.000 from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

Motion to approve by Josh Woods. Second by Nick Amberger. Approved.

Amendment of the Proposed Zoning Amendments for Annexed Areas to recommend zoning of Parcel I.D. R022707361000029.000, aka 7805 Terry Drive, from Single-Family Residential Suburban District (R-1) to Neighborhood Business Suburban District (B-2).

Motion to approve by Nick Amberger. Second by Larry Dorsey. Approved.

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	12/28/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/28/2023 - 10:43 AM

R E S O L U T I O N

Sponsored by: Councilmember Joel Daves

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

Type of application:	Restaurant Retail Liquor License
Submitted by:	PREAA Restaurant, LLC
Location:	Tandoor Indian Cuisine 3674 Airport Boulevard Suite 9 Mobile, AL 36608

Adopted:

_____

City Clerk

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

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
12/18/2023	TRANSFER - OWNERSHIP	2023 - 5624	127097	January 2, 2024

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

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

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

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name **PREAA RESTAURANT LLC**

Trade Name (DBA) **TANDOOR INDIAN CUISINE**

Location Address **3674 AIRPORT BLVD STE 9**

City, State, Zip Code **MOBILE AL 36608**

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

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

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

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City, State, Zip Code **MOBILE AL 36608**

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Pafenbach-Gauthier**

From: **Logan Anderson**
Principal Planner L. Logan Anderson

Date: **December 21, 2023**

Re: **Application # 5624 / 3674 Airport Boulevard**

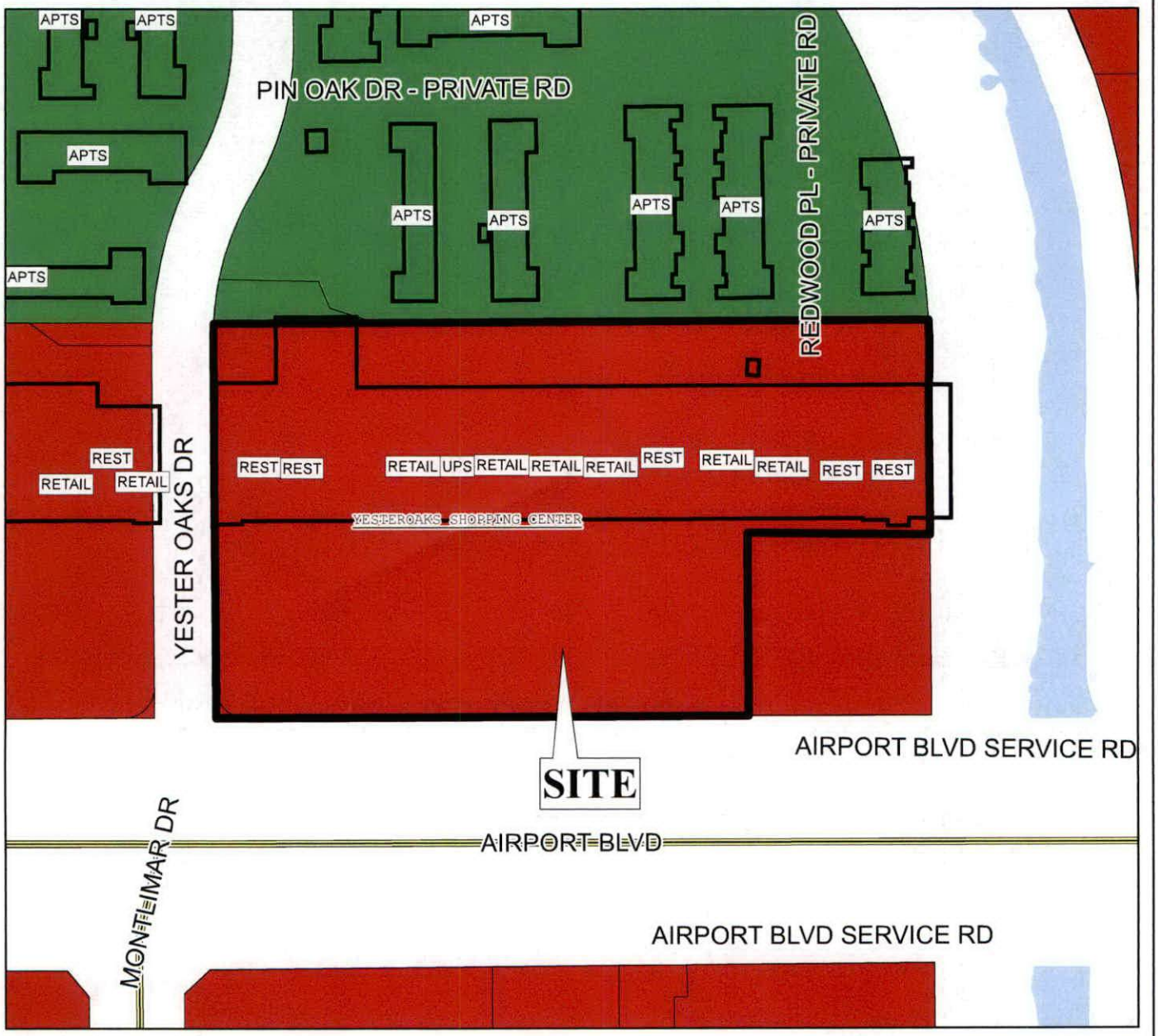
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-3. This is to advise that a restaurant with retail liquor sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 5, Joel Daves (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5624 DATE 1/2/2024

APPLICANT PREAA RESTAURANT LLC

LOCATION 3674 AIRPORT BLVD

REQUEST ALCOHOLIC BEVERAGE LICENSE

N W E S

NTS

LANDUSE SURVEY CONDUCTED 2010

R-A R-3 B-1 B-2 B-5 ML I-2 OPEN T-3 T-5.2
R-1 R-B T-B B-3 CW MH PD SD T-4 T-6
R-2 H-B LB-2 B-4 MM I-1 MUN SD-WH T-5.1

City of Mobile Alcoholic Beverage License Approval Request

TO: City of Mobile City Council
FROM: City of Mobile Revenue Department
RE: Alcoholic Beverage License Request

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
12/18/2023	TRANSFER - OWNERSHIP	2023 - 5624	127097	January 2, 2024

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

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

PREAA RESTAURANT LLC

Trade Name (DBA)

TANDOOR INDIAN CUISINE

Location Address

3674 AIRPORT BLVD STE 9 **MOBILE** **AL 36608**

Business Contact Person Information			
Name	Title	Phone	Email
PRANAV DESAI	MANAGER	[redacted]	[redacted]

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

What is/was the start date of this business? **11.05.2023**

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

R Shawn Skinner

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Number Assigned	City Council Agenda Date
12/18/2023	TRANSFER - OWNERSHIP	2023 - 5624	127097	January 2, 2024

License Type applied for with Alabama ABC Board	2nd License Type applied for with Alabama ABC Board
020 - RESTAURANT RETAIL LIQUOR	

Business Information

Legal Business Name	Trade Name (DBA)
PREAA RESTAURANT LLC	TANDOOR INDIAN CUISINE

Business Structure Type	Incorporation Date	Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	07.22.2023	001-091-451	AL	MOBILE

Federal Tax ID (FEIN)	AL State Tax ID
93-2607227	R011911791

Physical Address of Business (Street Address, Suite #)	City	State	Zip Code
3674 AIRPORT BLVD STE 9	MOBILE	AL	36608

Mailing Address for Business (PO Box, Street Name, Suite #)	City	State	Zip Code
3674 AIRPORT BLVD STE 9	MOBILE	AL	36608

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

Business Contact Person Information

Name	Title	Phone	Email
PRANAV DESAI	MANAGER ☐ POA	[redacted]	[redacted]OM

If TRANSFER of license, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
S AND P FOOD SERVICE LLC	HALAL CUISINE OF INDIA

License Type	License Number	Any ABC Pending Actions
020 - RESTAURANT	010074149	NO PENDING ACTIONS

Land/Building Information

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

Property Owner Name	Prop Owner Phone	Property Owner Email
SPRINGDALE STORES INC		

Property Owner Address	City	State	Zip Code
PO BOX 16126	MOBILE	AL	36616

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	License Covers
3,050	85	YES	NO	SHOPPING CENTER	PORTION OF

Do the premises have a fully equipped and operational kitchen? **YES**

Is the business used to habitually and principally provide food to the public? **YES**

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

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

City of Mobile Alcoholic Beverage License Application

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

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

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

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

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

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

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

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

	If YES, Violation	Arresting Agency	Arrest Date	Disposition

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

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

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

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

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

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

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

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

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

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

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

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

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

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

Owner/Applicant Printed Name	Date
EKTA DESAI	12/18/23
Owner/Applicant Signature	**Title**
	member

Sworn to and subscribed before me this 18th day of DECEMBER 20 23

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

Notary Stamp: R SHAWN SKINNER NOTARY PUBLIC State of Alabama - State at Large My Commission Expires Nov. 19, 2025

Signature Page

CITY OF MOBILE

REVENUE DEPARTMENT

December 18, 2023

TANDOOR INDIAN CUISINE

3674 AIRPORT BOULEVARD

MOBILE, AL 36608 USA

ACCOUNT NUMBER: 127097 TERRITORY 5

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1691021	12/2023	ALCOHOL APPLICATION FEE APPLICATION FEE	$0.00	$0.0	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

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

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

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

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

12/18/2023 03:32PM SHAWN S.
037558-0001

BUSINESS LICENSE
PREAA RESTAURANT LLC
127097
2023 Item: 1691021
ALCOHOL APPLICATION FEE $50.00

$50.00

Subtotal	**$50.00**
Total	**$50.00**
CASH	$50.00
Change due	**$0.00**

Paid by: PREAA RESTAURANT LLC



Comments: ABC APPLICATION FEE

Thank you for your payment

CUSTOMER COPY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20231130141023900

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
S AND P FOOD SERVICE LLC
Address: 3674 AIRPORT BLVD
MOBILE, AL 36608
Telephone: 407-719-8794

NEW APPLICANT:
PREAA RESTAURANT LLC
Address: 3674 AIRPORT BLVD
MOBILE, AL 36608
Telephone: 909-407-7433

Current License No: 020-010074149

LICENSED PREMISES ADDRESS: 3674 AIRPORT BLVD MOBILE, AL 36608

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 30 day of November, 2023.

CURRENT LICENSEE (NAMED ON LICENSE)

Print Name: Arif M Alum
Title: Member

NEW LICENSEE (APPLICANT)

Print Name: EKTA P DESAI
Title: Member

WITNESS: (By ABC Enforcement) Sandy Dunkin

Revised 9/08

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231130141023900

Type License: 020 - RESTAURANT RETAIL LIQUOR
State: **County:**
Type License:
State: **County:**
Trade Name: TANDOOR INDIAN CUISINE
Filing Fee:
Applicant: PREAA RESTAURANT LLC
Transfer Fee: $50.00
Location Address: 3674 AIRPORT BLVD MOBILE, AL 36608
Mailing Address: 3674 AIRPORT BLVD MOBILE, AL 36608
County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**
Product Type:
Type Ownership: LLC
Book, Page, or Document info: 001-091-451
Do you sell Draft Beer?:
Date Incorporated: 07/22/2023 **State incorporated:** AL **County Incorporated:** MOBILE
Date of Authority: 07/22/2023
Federal Tax ID: 93-2607227 **Alabama State Sales Tax ID:** R011911791

Name:	Title:	Date and Place of Birth:	Residence Address:
EKTA PRANAV DESAI	MEMBER		

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

Contact Person: PRANAV DESAI
Business Phone: 909-407-7433
Fax:

Home Phone: 909-407-7433
Cell Phone: 909-407-7433
E-mail: PRANEKTA@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name: HALAL CUISINE OF INDIA
Applicant: S AND P FOOD SERVICE LLC

Previous License Number(s)
License 1: 020-010074149
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231130141023900

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: SPRINGDALE STORES INC 251-422-1440
What is lessors primary business? RENTAL SHOPPING CENTER
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? YES
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 3050 Display Square Footage:
Building seating capacity: 85 Does Licensed premises include a patio area? NO
License Structure: SHOPPING CENTER License covers: OTHER
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231130141023900

ial each

Signature page

- [ ] In reference to law violations, I attest to the truthfulness of the responses given within the application.
- [ ] In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
- [ ] In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
- [X] In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
- [X] In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
- [ ] In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
- [ ] In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
- [ ] The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.
  The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
- [ ] I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): EKTA P DESAI

Signature of Applicant:

Notary Name (print):

Notary Signature:

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

Commission expires:

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

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231130141023900

Private Clubs / Special Retail / or Special Events licenses ONLY

'rivate Club

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

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

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

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
License Covers: 3674 AIRPORT BLVD MOBILE

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

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

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

   PREAA RESTAURANT LLC

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

3. The name of the registered agent (only one agent): pranav J desai desai

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

   7195 BRIDGEMILL DR Mobile, AL 36619

   COUNTY of above address: MOBILE

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

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

(For SOS Office Use Only)

Alabama
Sec. Of State

001-091-451 DLL

Date	07/21/2023
Time	18:46:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

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

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

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

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

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
The undersigned specify 7 / 31 / 2023 as the effective date (must be on or after the date filed by the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 0 : 0 ◉ AM or ○ PM. (cannot be noon or midnight = 12:00)

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

7 / 27 / 2023
Date (MM/DD/YYYY)

PRANAV DESAI
Signature as required by 10A-5A-2.04

PRESIDENT
Typed title (organizer or attorney-in-fact)

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

Wes Allen
Secretary of State

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

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

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

PREAA RESTAURANT LLC

This name reservation is for the exclusive use of pranav desai, 151 GRANDE VIEW DR, APT 152, BILOXI, MS 39531 for a period of one year beginning July 27, 2023 and expiring July 27, 2024

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

July 27, 2023

Date

RES105678

Wes Allen **Secretary of State**

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF AMENDMENT

PURPOSE: In order to amend a Limited Liability Company's (LLC) Certificate of Formation under Section 10A-5A-2.02 of the *Code of Alabama 1975*, this Certificate of Amendment and the appropriate filing fees must be filed with the Office of the Secretary of State.

1. The current recorded name of the Limited Liability Company:

PREAA RESTAURANT LLC

2. The date the Certificate of Formation was filed: 07 / 27 / 2023 (MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000-000): 001 - 091 - 451 **TO OBTAIN ID NUMBER,** website at www.sos.alabama.gov click on Business Services (below picture), click on Business Entity and Name Search, click on Entity Name, enter the name of the entity in the appropriate box, and enter. Click on the number and verify that this is the correct entity. **This step is strongly recommended.**

(For SOS Use Only)

Alabama
Sec. Of State

001-091-451 DLL

Date	10/19/2023
Time	10:52:14
File	$100.00
County	
Total	$100.00

DOMESTIC LIMITED LIABILITY COMPANY AMENDMENT

4. The following amendment was adopted on 10 / 19 / 2023 (MM/DD/YYYY):

See attached.

☐ Additional Amendments and the dates on which they were adopted are attached.

*Be very specific about what must be changed if you are amending existing information.
*If the amendment includes a name change, a copy of the **Name Reservation Certificate** issued by the Office of Secretary of State **must be attached.**
*Registered agents and registered agent addresses are changed by filing a Change Of Registered Agent Or Registered Office By Entity form directly with the Office of the Secretary of State (the new agent's signature is required agreeing to accept responsibility). **Agent information will NOT be changed with an amendment.**

5. The undersigned authorized signature certifies that the amendment or amendments have been approved in the manner required by Title 10A of the *Code of Alabama of* 1975 and the governing documents of this entity.

10 / 19 / 2023
Date (MM/DD/YYYY)

Saty Putcha
Signature as required by 10A-5A-2.04

Organizer
Title/capacity to sign under 10A-5A-2.04

Amendment Details

Entity Info

Current Entity Name	Entity ID
PREAA RESTAURANT LLC	001-091-451
Type	**Formation Date**
Limited Liability Company (LLC)	2023-07-27

Members and Addresses

Original

Member	Street Address	Mailing Address

Amended

Member	Street Address	Mailing Address	
Ekta Pranav Desai			(Added)

Membership of PREAA Restaurant LLC

1. Ekta Pranav Desai, 7195 Bridgemill Drive, Mobile, Alabama 36619 100%

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

Date of this notice: 07-27-2023

Employer Identification Number:
93-2607227

Form: SS-4

Number of this notice: CP 575 A

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

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

PREAA RESTAURANT LLC
TANDOOR INDIAN CUISINE
% PRANAV DESAI SOLE MBR
151 GRANDE VIEW DR APT 152
BILOXI, MS 39531

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 93-2607227. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

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

Form 940	01/31/2024
Form 943	01/31/2024

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

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

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

2023

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

PREAA RESTAURANT LLC
3674 AIRPORT BLVD
MOBILE, AL 36608-1616

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011911791	10/15/2023	12/31/2023

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

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

NAICS CODE: 722511

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Deputy Commissioner

ALABAMA DEPARTMENT OF REVENUE
COMMISSIONER'S OFFICE
P.O. BOX 327001
MONTGOMERY, AL 36132-7001

L0155805920

PREAA RESTAURANT LLC
3674 AIRPORT BLVD
MOBILE, AL 36608-1616

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

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

LEGAL DESCRIPTION OF PROPERTY

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

Ownership Type	Company Name

The above described property is ☐ Owned ☑ Leased to/by PReau Restaurant LLC

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

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

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

Sworn to and subscribed before me this 18th day of Dec 20 23

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Teresa S. McKinney	Teresa McKinney	11-16-2027

Notary Stamp

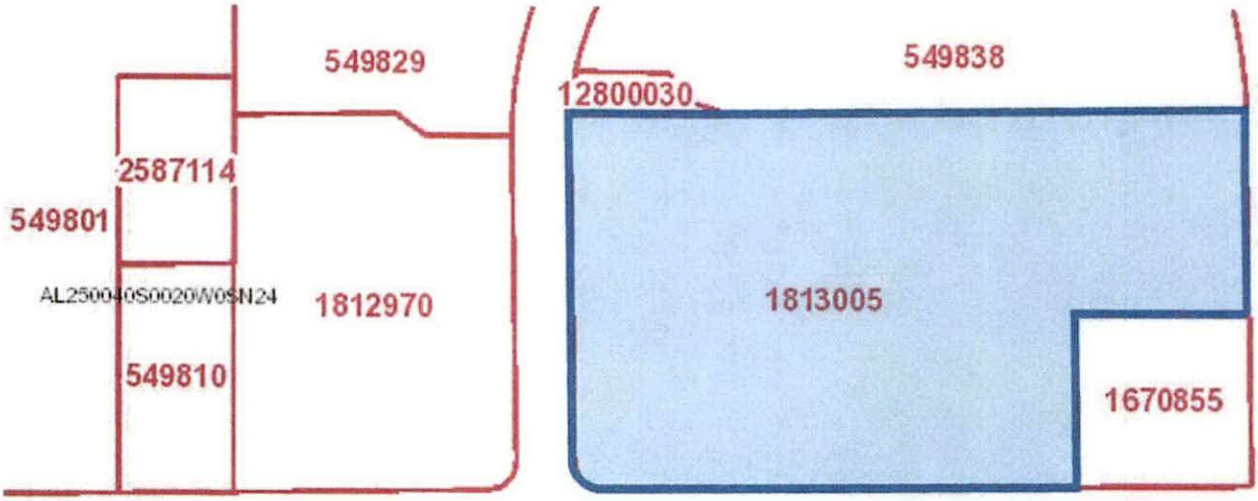
TERESA S. MCKINNEY
MY COMMISSION EXPIRES
NOVEMBER 16, 2027
NOTARY PUBLIC
STATE OF ALABAMA

Owner of Property (Print Name)	Applicant Name (Print Name)
Springdale Store LLC	
Robert F. Hall, CEO	Ekta Desai
Owner of Property (Signature)	Applicant Name (Signature)
225 Springhill Memorial Pl	
Street Address	Street Address
Mobile, AL 36608	3674 Airport Blvd
City, State, Zip	City, State, Zip
12-12-23	Mobile, AL, 36608
Date Agreement Signed	Date Agreement Signed
12/12/23	12/12/23

Mobile County Property Search

Key Number: 1813005 For Year 2023

Map



Property Details

Account	
Key Number:	1813005
Legal Description:	PART OF LOT 4 YESTER OAKS SHOPPING CENTER SUBDIVISION MBK 130/15 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4 THEN RUN SOUTH 186.59 FT THEN WEST 150 FT THEN SOUTH 150 FT THEN WEST 442.5 FT THEN ALONG A CURVE TO THE RIGHT 107.47 FT THEN NORTH 300 FT(S) THEN EAST 610.14 FT TO THE POINT OF BEGINNING.
Parcel Number:	2806243000100001
Type:	Real
Property Class:	2
Location	
Address:	3662 AIRPORT BLVD MOBILE, AL 36608
Owner	
Name:	SPRINGDALE STORES INC
Mailing Address:	PO BOX 16126 MOBILE , AL 36616-0126

Information for address:
3674 AIRPORT BLVD

- **Parcel Information:**

Key / ID:
01813005 / R022806243000100.001
Owner:
Springdale Stores Inc
Po Box 16126

Mobile, Al 36616

Subdivision:
Yester Oaks Shopping Center Subdivision

- **Jurisdiction:**
City of Mobile

- **Neighborhood Renewal District:**

- **Revenue District:**
5

- **Township/Range/Section:**
4s2w24

- **Tract Census 2010:**
003301

- **Zipcode:**
Mobile

- **Historic District:**
N/A

- **XY Location(NAD83 State Plane Al West 102 Ft):**
X: 1769375.496
Y: 246784.198

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

Services:

- **Fire District:**
Fire Station 22 Tapia

- **Garbage Pickup Day:**
Tuesday-West - Route A

- **Police Precinct / Beat:**
Precinct - 4 / Beat - 40a

- **Trash Pickup Day/ Unit:**
Wednesday North - biweekly / Td-4

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



Political:

- **City Council District:**
5 - Joel Daves

- **County Commissioner District:** 2

- **State House District:** 101

- **State Senate District:** 34

School:

- **Elementary School District:**
Austin

- **High School District:**
Murphy

- **Middle School District:**
Scarborough

- **School Board District:** 2

Hurricane / Flooding Information:

Please note the information given is a risk assessment, not a fact that your home will or will not flood.

- **Hurricane Evacuation Zones :**
Zone 3

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

- **Storm Surge Category:** N/A

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

SHOPPING CENTER LEASE

STATE OF ALABAMA
COUNTY OF MOBILE

THIS INDENTURE OF LEASE made on the 1st day of August, 2023 by and between SPRINGDALE STORES, INC. of P. O. Box 16126, Mobile, Alabama 36616, herein called "Lessor", and Preaa Restaurant, LLC of 151 Grande View Drive, Biloxi, MS 39531, herein called "Lessee".

WITNESSETH:

ARTICLE I
DESCRIPTION

LEASED PREMISES.
(1.01) In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Lessee to be observed and performed, the Lessor demises and leases to the Lessee, and Lessee rents from Lessor, those certain premises now located in the Yester Oaks Shopping Center (herein called "Shopping Center"), with a street address of 3674 Airport Boulevard. in the City of Mobile , County of Mobile, State of Alabama, herein called the "Leased Premises", and containing approximately 3050 square feet, together with the right in common with others to use, subject to the terms and conditions hereinafter contained, the automobile parking areas, driveways, footways, service roads and other common facilities as from time to time may be designated by Lessor, for a term, commencing and ending as hereinafter provided.

ARTICLE II.
CONDUCT OF BUSINESS BY LESSEE

USE OF PREMISES
(2.01) Lessee shall use the leased premises solely for the purpose of conducting the business of an Indian restaurant and for no other purpose whatsoever. Lessee agrees to conduct its business in good faith and in a reputable manner. Nothing in this Lease shall restrict or limit or be deemed to restrict or limit the conduct by any party, including, but not limited to, the Lessor, in any manner, of one or more retail businesses in the Shopping Center, whether or not in competition with the business of the Tenant. Notwithstanding anything contained herein to the contrary, Lessee shall not sell, rent or exhibit any pornographic materials.

OPERATION OF BUSINESS
(2.02) Lessee will occupy the demised premises promptly upon commencement of the term and thereafter will continuously conduct for the entire term of this lease as herein provided in the demised premises the business as above stated. Lessee agrees to light the display windows and canopy sign of the demised premises as required by the Lessor. Lessee covenants that during the term of this lease, or any extension thereof, Lessee will not individually or as a member of any corporation, partnership or joint venture, conduct, operate or participate in any business competitive to the business of the Lessee as herein defined in a radius of two miles from any point of the property demised herein.

OPERATING CONDITIONS
(2.03) It is specifically understood and agreed that Lessor makes no representation as to when any other tenant or tenants in the Shopping Center will be open for business and no obligation herein of Lessee, whether to open or operate its business, pay the rental or other charges as herein provided, or otherwise perform its obligations hereunder, shall in any way be affected or diminished to any extent by the failure or refusal of any other tenant for any reason to open or operate or continue to maintain its business at its location in the Shopping Center.

ARTICLE III
TERM

LENGTH OF TERM
(3.01) The term of this lease shall be for approximately five (5) years, three (3) months following the commencement of the term as provided in Section 3.02 hereof:

COMMENCEMENT OF TERM
(3.02) The term of this lease shall commence August 1, 2023 and expiring October 31, 2028.

ARTICLE IV
NOTICES

NOTICE TO LESSOR
(4.01) Any notice by Lessee to Lessor must be served by certified or registered mail, postage prepaid, addressed to Lessor at the address first hereinabove given or at such other address as Lessor may designate in writing with a copy of such notice to be sent by first class mail to Lessor's Agent.

NOTICE TO LESSEE
(4.02) Any notice by Lessor to Lessee must be served by mail, postage prepaid, addressed to Lessee at the Leased Premises or at such other address as Lessee shall designate by written notice.

ARTICLE V
RENT

MINIMUM RENT
5.01) Beginning November 1, 2023 , or when Lessee opens for business, whichever first occurs, Lessee promises and agrees to pay Lessor as fixed annual minimum rental for said premises the sum of Forty Eight Thousand Eight Hundred and 04/100 Dollars ($48,800.04)Dollars payable equal monthly installments of $4,066.67, in advance on or before the first day of each month, at the office of Lessor or at such other place designated by Lessor, without any prior demand therefore, and without any deduction or setoff whatsoever, plus the additional or percentage rental, all as hereinafter provided. All monthly payments are to be made in advance on or before the first day of each month, at the office of Lessor's Agent or at such other place designated by Lessor, without any prior demand therefor and without any deduction or setoff whatsoever. Fractional months, if any, shall be prorated

LATE CHARGE
(5.02) Lessee agrees that in the event Lessee is more than five (5) days late in paying any monthly installment of rent, Lessee will pay, in addition to all other payments provided for in the lease, a late charge of Two Hundred and NO/100 Dollars ($200.00) for each such late monthly installment of rent.

GROSS RECEIPTS DEFINED
(5.03)(a) (b) (d) and € - Intentionally Deleted

(c) The term "lease year" as used herein shall mean the twelve (12) month period beginning with the commencement of the term of this lease as herein determined and each successive twelve (12) month period thereafter during the term of this lease.

ADDITIONAL RENT
(5.04) The term "gross receipts" as used herein is hereby defined to mean gross receipts of Lessee and of all licensees, concessionaires, and tenants of Lessee, from all business conducted upon or from the Leased Premises, whether such business be conducted by Lessee or by any licensees, concessionaires, or tenants of Lessee, whether such receipts be evidenced by check, credit, charge account, exchange or otherwise, and shall include but not be limited to, the amounts received from the sale of goods, wares and merchandise and for services performed on or at the Leased Premises, together with the amount of all orders taken or received at the Leased Premises, whether such orders be filled from the Leased Premises or elsewhere. If any one or more departments or other divisions of Lessee's business shall be sublet by Lessee or conducted by any person, firm or corporation other than Lessee, then there shall be included in gross receipts for the purpose of fixing the percentage rent payable hereunder all the gross receipts of such departments or divisions, whether such receipts be obtained at the Leased Premises or elsewhere, in the same manner and with the same effect as if the business of such departments and divisions of Lessee's business had been conducted by Lessee itself. Gross receipts shall not include sales of merchandise for which cash has been refunded, or allowances made on merchandise claimed to be defective or unsatisfactory, provided they shall have been included in gross receipts; and there shall be deducted from gross receipts the sale price of merchandise returned by customers for exchange, provided that the sales price of the merchandise delivered to the customer in exchange shall be included in gross receipts. Gross receipts shall not include the amount of any sales, excise, use or gross receipts tax imposed by any federal, state municipal or governmental authority directly on sales and collected from customers, provided that the amount thereof is added to the selling price or absorbed therein, and paid by the Lessee to such governmental authority. No franchise or capital stock tax and no income or similar tax based upon income or profits as such shall be deducted from gross receipts in any event whatever.

INTEREST ON ADDITIONAL RENT
(5.05) If Lessee shall fail to pay any additional rent when same is due and payable, such unpaid amounts shall bear interest from the due date thereof to the date of payment of same at the rate of

three percent (3%) per annum over the prime rate then being quoted by the Wall Street Journal.

TIME OF PAYMENT
(5.06) The Lessee shall pay as additional rent all sums of money or charges required to be paid by Lessee under this lease, whether or not the same be designated "additional rent". If such amount or charges are not paid at the time provided in this lease, they shall nevertheless, if not paid when due, be collectible as additional rent with any installment of rent thereafter due hereunder, but nothing herein contained shall be deemed to suspend or delay the amount of money or charge at the time the same becomes due and payable hereunder, or limit any other remedy of the Lessor.

MODE OF PAYMENT
(5.07) If the Lessor is given a check by the Lessee that is not honored on presentation to a banking institution for any reason whatsoever, Lessee agrees to pay a sum of Fifty Dollars ($50) in addition to any late or other charge and make all subsequent payments required under the lease by certified or cashier's check, money order, or cash.

APPLICATION OF FUNDS
(5.08) The Lessor is hereby given the unqualified right in its sole discretion to apply any funds received from Lessee hereunder to any amounts which may then be due and owing hereunder whether such amounts be rents, additional rent, interest, late charges, common area maintenance, attorney's fees or any other sums so due and the allocation by Lessor shall be conclusive as between the parties as to the application of such funds.

SECURITY DEPOSIT
(5.09) At the time of execution of this lease, Lessee has deposited with Lessor, the receipt of which is hereby acknowledged, the sum of Five Thousand and NO/100 Dollars ($5,000.00) . This deposit, which is non-interest bearing, is solely a security deposit to be held by the Lessor as a guarantee for the full and faithful performance of all the terms and conditions of the lease by the Lessee. THIS DEPOSIT IS NOT RENT AND SHALL NEVER BE APPLIED BY THE LESSEE AS PAYMENT IN WHOLE OR IN PART OF ANY RENTAL PAYMENTS DUE UNDER THIS LEASE. In the event of any violation of the terms of this lease by the Lessee, this security deposit will be retained by the Lessor as liquidated damages and not as payment of any rent then remaining due and unpaid by Lessee. At the expiration of the term of this lease, the balance, if any, of said security deposit will be returned to Lessee after deducting therefrom, charges or damages, if in the discretion of Lessor such charges are necessary in order to put the Leased Premises in suitable condition for occupance by a subsequent Lessee. (This deposit has been received in prior years)

ARTICLE VI
RECORDS AND BOOKS OF ACCOUNT

LESSEE'S RECORDS
Intentionally Deleted
REPORTS BY LESSEE
Intentionally Deleted.

RIGHT TO EXAMINE BOOKS
Intentionally Deleted
AUDIT
Intentionally Deleted

ARTICLE VII
PARKING AND COMMON USE AREAS AND FACILITIES

CONTROL BY LESSOR
(7.01) All automobile parking areas, driveways, entrances and exits thereto, and other facilities furnished by Lessor at its own discretion in or near the shopping center, including employee parking areas, the truck way or ways, loading docks, package pick-up stations, pedestrian sidewalks, malls and ramps, landscaped areas, exterior stairways, first aid stations, comfort stations and other areas and improvements provided by Lessor for the general use, in common, of tenants, their officers, agents, employees and customers shall at all times be subject to the exclusive control and management of Lessor, and Lessor shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas mentioned in this Article. Lessor shall have the right to construct, maintain and operate lighting facilities on all said areas and improvements; to police the same; from time to time to change the area level, location and arrangement of parking areas and other facilities hereinabove referred to; to restrict parking by tenants, their officers, agents and employees to employee parking areas; to close all or any portion of said areas or facilities to such extent as may, in the opinion of Lessor's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein; to close

temporarily any portion of the parking areas or facilities; to discourage non-customer parking; and to do and perform such other acts in and to said areas and improvements as, in the use of good business judgment, the Lessor shall determine to be advisable with a view to the improvement of the convenience and use thereof by tenants, their officers, agents, employees and customers. Lessor shall have the right to use, lease, construct for lease within, operate and maintain the common facilities referred to above in such manner as Lessor, in its sole discretion, shall determine from time to time, so long as adequate facilities in common are made available to the Lessee. Without limiting the scope of such discretion, Lessor shall have the full right and authority to employ all personnel and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the common areas and facilities.

EASEMENTS
(7.02) No representation on the part of the Lessor or Lessor's agent is here contained concerning the existence or not of any rights-of-way, party wall agreements, zoning ordinances, easements, prescriptions, or covenants running with the land affecting the property or improvements here demised, and to the extent only as such may be determined by a physical inspection of the property and/or as such may be of record in the Probate Court of Mobile County, Alabama, the Lessee takes possession hereunder charged with notice thereof, and is bound to recognize all such rights-of-way, party wall agreements, easements, prescription and covenants running with the land and zoning ordinances, and to indemnify and hold the Lessor harm'ess for any violations or breaches thereof by said Lessee.

REAR ACCESS
(7.03) Lessor does not warrant that continuous access to the demised premises from the rear entrance will be maintained throughout the term hereof.

ARTICLE VIII
COMMON AREA MAINTENANCE

COMMON AREA MAINTENANCE CHARGE
(8.01) In each lease year, commencing when the minimum rent comences Lessee will pay to Lessor, in addition to the other rentals specified herein, as further additional rent, Lessee's share of the cost of maintaining the common areas in the shopping center plus a 15% administrative fee. The additional annual rent provided to be paid in this Section 8.01 shall be $3,080.32 and shall be paid in advance in equal monthly installments of $256.71 on the first day of each calendar month. The foregoing amount is an estimate based on a rate of One Dollar and 01/100 ($1.01) per square foot per annum. In the event the total of these monthly payments for any one calendar year is less than Lessee's actual prorata share of the Shopping Center's operating cost, then Lessee shall pay the additional sum to Lessor within fifteen (15) days after receipt of a written notice of said deficiency.

ADDITIONAL CLEANING CAUSED BY LESSEE'S USE
(8.02) Lessor expects to clean and sweep the common areas one (1) time each week, and, if Lessor deems, in its sole discretion, that Lessee's use of the Leased Premises is such that requires Lessor to clean and sweep more than indicated herein, Lessee shall pay such additional cost monthly within ten (10) days after receipt of Lessor's bill for these charges.

ARTICLE IX
SIGNS, FIXTURES, ALTERATIONS, ADDITIONAL BUILDINGS

INSTALLATION BY LESSEE
(9.01) All fixtures installed by Lessee shall be new or completely reconditioned. Lessee shall not make or cause to be made any alterations, additions or improvements in or to said building and will not paint any part of said building or install or cause to be installed any exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades or awnings or make any changes to the store front without first obtaining Lessor's written approval and consent. Lessee shall present to the Lessor plans and specifications for such work at the time approval is sought. Any roof penetrations shall be the sole responsibility of the Lessee and all roof maintenance in the area of and in connection with the said penetrations shall be solely the responsibility of the Lessee.

IMPROVEMENTS
(9.02) All improvements and additions to the Leased Premises shall adhere to the Leased Premises, and become the property of the Lessor, including carpet and/or floor covering with the exception of such additions as are usually classed as furniture and trade fixtures. Said furniture and trade fixtures are to remain the property of the Lessee, and may be removed by the Lessee upon the expiration of this lease, provided all terms, conditions and covenants of the within contract have been complied with by the Lessee and said Lessee restores the building and premises to its original condition, natural wear and tear excepted. Lessee's obligation to observe or perform this covenant shall survive

the expiration or other termination of the term of this lease.

CHANGES AND ADDITIONS
(9.03) Lessor hereby reserves the right at any time to make alterations or additions to and to build additional stories on the building in which the Leased Premises are contained and to build adjoining the same. Lessor also reserves the right to construct other buildings or improvements in the Shopping Center from time to time and to make alterations thereof or additions thereto and to build additional stories on any such building or buildings and to build on any part of the Shopping Center.

ADJOINING PROPERTY
(9.04) Lessor does not warrant any rights to light, view or air of adjoining property and any diminution thereof by any structure which may exist or hereafter be erected (the right to do so being expressly reserved unto Lessor) shall in no wise affect this lease or impose any liability upon Lessor.

SIGNS & SIGN POLICY
(9.05)(a) The Lessee shall not display or erect, or cause to be painted on or affixed to, the demised premises any lettering signs, advertisements, awnings or other projections thereon, except such sign or signs which conform to the policy set for the Shopping Center as a whole by the Lessor, from time to time with respect to the erection of signs on store fronts and pylons and provided Lessee first obtains written approval from the Lessor. It is further understood that the Lessor retains the exclusive right to waive as to one tenant of the Shopping Center the policy set for the Center as a whole with respect to the erection of signs without prejudicing or waiving Lessor's right to require Lessee hereunder and all other tenants to conform therewith. Lessee agrees to maintain any signs installed as provided for herein in good working order, including painting at frequent enough intervals to keep said sign(s) in good order and condition in the opinion of the Lessor, and if more than five (5) years old, change to conform to any new policy as set by the Shopping Center. On or before the expiration or other termination of the lease, Lessee shall remove said sign and shall restore the facade of the building to its original condition unless otherwise agreed upon by the Lessor and Lessee.

Signs shall be installed between canopy columns in the location allocated by Lessor with such location to be at the sole discretion of Lessor. In no event shall the length of Lessee's sign come closer than six inches (6") to the center of the column on each side. The Lessee shall submit to Lessor for review and approval, prior to installation, Lessee's requested signage design and installation details. The Lessor must first approve all signage designs and installation details.

ARTICLE X
MAINTENANCE OF LEASED PREMISES

MAINTENANCE BY LESSEE
(10.01) Lessee shall at all times keep the Leased Premises (including exterior entrances and doors, interior entrances and doors, door checks, walls, floors, windows, glass, plate glass, and store front) and all partitions, door fixtures, equipment and appurtenances thereof (including lighting, heating and plumbing fixtures, sewerage facilities and drains within the Leased Premises, including free flow up to the main sewerage lines, and any air conditioning system which serves the Leased Premises) in good order, condition, repair, and replacement (including maintenance of the air conditioning and heating system and reasonably periodic painting of the Leased Premises). In pursuance of its obligation of maintenance, Lessee agrees to keep the inside and outside of all glass in the doors and windows of the premises clean; to keep all exterior surfaces of the premises clean; to replace promptly at its own expense with glass of like kind and quality or special kind and quality if required by HEW/OSHA, any plate glass or window glass of the premises which may become cracked or broken; not to place or maintain any merchandise or other articles in the vestibule or entry of the premises, on the footwalk adjacent thereto or elsewhere on the exterior thereof; to maintain the Leased Premises, and also the entire sidewalk in front of the Leased Premises and the loading areas and common rear service areas, including roadways at its own expense, in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; not to permit undue accumulations of garbage, trash, rubbish, and other refuse; to keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of the premises; to comply with all laws and ordinances and all valid rules and regulations of any Federal, State, municipal or other public authority having jurisdiction in the premises; and all recommendations of any public or private agency having authority over insurance rates with respect to the use of occupancy of the premises by Lessee; not to receive or ship articles of any kind after 10:00 A.M. except through the rear of the premises; not to park, and to require its employees to refrain from parking any vehicle on Lessor's land except in such places as may be designated by Lessor for the use of Lessee and its employees; not to overload the electric wiring serving the premises or within the premises, and to install at its own expense, but only after obtaining Lessor's written approval, any electric wiring which may be required in connection with Lessee's apparatus; to repair promptly at its own expense any damage to the premises caused by

bringing into the premises any property for Lessee's use or by the installation or removal of such property; and to conduct its business in the premises in all respects in a dignified manner and in accordance with high standards of store operation. Regardless of fault or by whom such damage shall be caused, unless caused by Lessor, its agents, employees or contractors (and in default of any such repairs by Lessee, Lessor may make the repairs and Lessee agrees to pay the cost thereof to Lessor promptly upon Lessor's demand therefor). Should termite treatment be required it shall be the responsibility of the Lessee. Lessee shall obtain a service contract for repairs and regular maintenance of said air-conditioning/heating system. Said maintenance contract shall be the Lessee's sole expense, shall conform to the requirements under the warranty on said system, and shall provide for regular (at least quarterly) inspection of said system and evidence of such shall be supplied to Lessor. If the Leased Premises is a restaurant or food service operation, the Lessee hereby agrees, at Lessee's expense, to have the premises plumbing drain lines (sanitary sewer lines) cleaned by a professional line cleaning service and shall have all grease traps pumped not less than four (4) times per year (once each calendar quarter) in order to keep said lines free of grease or any other materials that would impede free flow into the municipal sanitary sewer system and evidence of such shall be supplied to Lessor. Should the Lessee fail to maintain or undertake the replacement, maintenance and repair of the items and things herein required of the Lessee, the Lessor may do and undertake the same, upon reasonable notice to the Lessee. However, this paragraph shall not be construed to obligate or require the Lessor to do or make any repairs on or about said premises or any part thereof or upon any equipment situated therein. If the Lessor elects to make such repairs as provided herein, it may, at any time, enter upon said premises in its own stead or through its workmen, contractors, architects, artisans and laborers, to make such repairs and do such work on or about said premises as the Lessor may deem necessary or proper. Such repairs shall be made at the Lessee's own risk, as to goods, wares, fixtures, equipment, stock, furnishings, etc., whether the same be the property of the Lessee or not, as to protection thereof from theft or damages and/or other hazard directly or indirectly connected with such repair work or maintenance. The cost of such repairs or maintenance as set out hereinabove, if performed by the Lessor, shall be payable by the Lessee on demand, together with interest at the highest legal rate and said sum shall be secured as additional rent under the terms of this lease.

SURRENDER OF PREMISES

(10.02)(a) At the expiration of the tenancy herein created, Lessee shall surrender the Leased Premises in the same condition of cleanliness, repair and sightliness as the Leased Premises was in upon the commencement of business under this lease unless meanwhile repaired or improved in which event, from the time of such repairs or improvements as to that portion so repaired or improved, reasonable wear and tear and damage by unavoidable casualty excepted, and shall surrender all keys for the Leased Premises to Lessor at the place then fixed for payment of rent and shall inform Lessor of all combinations on locks, safes, and vaults, if any, in the leased premises. In addition, Lessee shall deliver to Lessor, prior to the expiration of this lease, certification acceptable to Lessor from the air conditioning/heating system maintenance contractor that said system is in good working order and repair as of the termination of this lease. Notwithstanding anything contained herein to the contrary, upon surrender of the premises, all mechanical, electrical, lighting and plumbing systems and fixtures shall be in working order. Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this lease.

(b) No spill, deposit, emission, leakage or other release of toxic or hazardous substances in the soils, groundwaters or waters of the Demised Premises shall be deemed to result in "wear and tear" that would be ordinary for the period of Lessee's use and occupancy. Lessee shall be responsible for the prompt and complete cleanup of any such release that shall occur on the Demised Premises during the term of this lease, and shall dispose of all such toxic or hazardous substances in compliance with all applicable laws, rules and regulations of all governmental authorities, surrendering and leaving the Demised Premises free of any contamination or other damage caused by such occurrences during the term of this lease. This section shall survive the expiration or sooner termination of this lease.

RULES AND REGULATIONS

(10.03) There is reserved to the Lessor the absolute and discretionary right to establish and promulgate from time to time reasonable rules and regulations respecting the appearance and operation of the Shopping Center and the use of the same by the Lessee; Lessee covenanting and agreeing that it will at all times comply therewith and conduct its business in the Leased Premises in complete observance thereof.

PLATE GLASS

(10.04) Lessee will replace all plate and other glass, if and when broken, and failing to do so the Lessor may replace the same and the Lessee will pay the Lessor the cost and expense thereof upon

demand with interest thereon at the highest legal rate, which said sum shall be secured as additional rent under the terms of this lease.

LESSOR NOT OBLIGATED
(10.05) Lessor shall not be obligated to do or perform any maintenance in, on, or around the Leased Premises whatsoever except common area maintenance as described herein.

ARTICLE XI
INSURANCE AND INDEMNITY

INDEMNIFICATION OF LESSOR
(11.01) Lessee will indemnify Lessor and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Leased Premises, or the occupancy or use by Lessee of the Leased Premises or any part thereof, or occasioned wholly or in part by any action or omission of Lessee, its agents, contractors, employees, servants, Lessees, or concessionaires. In case Lessor shall, without fault on its part, be made a party to any litigation commenced by or against Lessee, then Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Lessor in connection with such litigation. Lessee shall further indemnify and save harmless the Lessor from all fines, suits, claims, demands and actions of any kind or nature, by reason of any breach, violation or non-performance of any condition hereof on the part of the Lessee. Any and all property of said Lessee, or the property of any person, firm, individual, or corporation other than Lessor which may be stored or situated upon the demised premises shall be located or stored thereon at the sole risk of said Lessee. Similarly, any property of the Lessee situated anywhere upon or in the Shopping Center other than upon the demised premises shall be so situated, stored or located at the sole risk of the Lessee.

HAZARDOUS OCCUPANCY
(11.02)(a) Lessee agrees not to do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the demised premises which will contravene Lessor's policies insuring against loss or damage by fire or other hazard (including, but not limited to, public utility) or which will prevent Lessor from procuring such policies in companies acceptable to Lessor. If anything shall be done, omitted to be done or suffered to be done by Lessee which shall cause the rate of fire or other insurance on the Leased Premises, or other property of Lessor within the said Shopping Center, in companies acceptable to Lessor, to be increased beyond the minimum rate from time to time applicable to the premises for the use and purposes permitted Lessee under this lease. Lessee will pay the amount of such increase promptly upon Lessor's demand therefor. In the event any such hazardous use of the premises should in like manner endanger the public or other tenants, or cause increase in the cost of insurance paid by other tenants, Lessor shall have the right or option, in addition to all other rights, to insist and demand that Lessee cease and desist from such conduct or practice causing the hazard complained of and/or the resulting increase in insurance rates. A failure on the part of Lessee to cease and desist within ten (10) days of the date of written notice to such effect shall be deemed a material breach of this lease equivalent to default hereunder.

(b) Lessee represents and warrants that no handling, transportation, storage, treatment or usage of hazardous or toxic substances will occur on the Premises as a result of Lessee's occupancy and use of the Premises. Lessee shall comply with all applicable laws, rules and regulations of all governmental authorities relating to environmental matters, hazardous wastes and hazardous substances and similar matters in the use and occupancy of the Premises under this Lease. Lessee agrees to indemnify, defend and hold Lessor and its officers, partners, employees and agents harmless from any claims, judgments, damages, fines, penalties, costs, liabilities (including sums paid in settlement of claims) or loss, including attorneys' fees, consultants' fees and experts' fees, which arise during or after the term in connection with the presence of hazardous substances as a result of Lessee's breach of the foregoing representation or in connection with the presence or suspected presence of toxic or hazardous substances in the soil, groundwater, or soil vapor on or under the Premises as a result of Lessee's occupancy and use of the Premises. Without limiting the generality of the foregoing, this indemnification does specifically cover costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of the presence or suspected presence of toxic or hazardous substances in the soil, groundwater or soil vapor on or under the Premises as a result of Lessee's occupancy and use of the Premises. This section shall survive the expiration or sooner termination of this lease.

LIABILITY INSURANCE
(11.03) Lessee shall, during the entire term hereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the Leased Premises, the sidewalks in front of the Leased Premises and the business operated by Lessee, and any subtenants of Lessee in the

Leased Premises, in which the limit of liability for bodily injury shall be not less than $3,000,000.00 "single limit", and in which the limit of liability for property damage shall be not less than $100,000.00 per accident. The policy shall contain a clause that the insurer will not cancel or change the insurance without first giving the Lessor ten (10) days prior written notice. The insurance shall be in an insurance company approved by Lessor, and shall name the Lessor as a named insured under said policy. A copy of the policy or a certificate of insurance shall be delivered to Lessor, prior to occupancy by the Lessee at the commencement of this lease, as a condition precedent to the Lessee's right of occupancy hereunder. A copy of the certificate shall also be sent to Lessor upon the renewal anniversary of the policy period. If Lessee does not comply with its covenant made in this section, Lessor may, at its option, cause insurance as aforesaid to be issued and in such event Lessee agrees to pay the premium(s) for such insurance promptly upon Lessor's demand and such amount shall become additional rent hereunder. Lessor shall not be required to procure any insurance for the Premises or contents thereof.

LESSEE TO REIMBURSE LESSOR

(11.04) Commencing when the minimum rent commences, Lessee agrees to pay to Lessor its proportionate share of all insurance premiums for fire insurance, extended coverage insurance, liability insurance, flood insurance, "other perils" insurance, and other insurance carried by Lessor or determined by Lessor to be required with respect to the shopping center, together with rental insurance in such sum as shall be determined with the Lessee's proportionate share of said insurance premiums to be determined in the same manner as described in Article XII hereof. Periodic adjustments of said premiums shall be made at least yearly and notice of said adjustments furnished to Lessee as described in Article XII hereof. Lessor estimates that the insurance premiums for the initial full year hereof shall be $3,873.48and the monthly installment to be paid by Lessee commencing on the date rent commences shall be $322.79 which sum shall be subject to adjustments, if necessary, (as provided for herein) when Lessor received insurance premium notices.

WAIVER OF SUBROGATION

(11.05) Lessor and Lessee each hereby waives such causes of action either may have or acquire against the other which are occasioned by the negligence of either of them or their employees or agents resulting in the destruction of or damage to real or personal property belonging to the other and located on or in the Leased Premises and which are caused by fire and/or hazards insured against in an Extended Coverages Endorsement to a Standard Fire Insurance Policy approved for use in the State of Alabama. Each party further agrees to cause any insurance policy covering destruction of or damage to such real or personal property from fire and/or the hazards covered under the aforementioned Extended Coverage Endorsement to contain a waiver of subrogation or endorsement under which the insurance company waives its right of subrogation against any party to this Agreement in case of destruction of or damage to the aforementioned real or personal property of either such party.

ARTICLE XII
TAXES

LESSEE TO REIMBURSE LESSOR

(12.01) In addition to all other rents due hereunder, commencing when the minimum rent commences, Lessee shall pay to Lessor all taxes, including but not limited to, ad valorem taxes on the demised premises which become effective after the commencement of this lease and also all other licenses, taxes, assessments, penalties, charges, rates or liens of any nature whatsoever, which may be levied, assessed, charged, or imposed on or against the premises or against the Lessor by reason of ownership thereof whether levied by the State of Alabama or any political subdivision thereof and whether the same be on or against the property, its improvements, fixtures, or on or against the gross income therefrom or by reason of the rental thereof. In the event the assessments against these particularly described premises cannot be separated from the assessment applicable to other portions of the shopping center, Lessee shall pay its prorata part of the tax determined by applying to the tax a fraction whose numerator is the number of square feet of space in the Leased Premises and whose denominator is the total square feet of buildings included in the tax assessor's description.

Lessee agrees to pay to Lessor on the first day of each month of the term in advance such amount as Lessor shall estimate shall be equal 1/12th of the annual Lessee's share of the anticipated taxes for the ensuing year, at the time and place provided for the payment of rent. Upon receipt of the tax bills for any given year, the Lessor shall compute the share of said bills due from Lessee and a summary shall be furnished to Lessee reflecting the actual amount of taxes. In the event the amount paid by Lessee shall be less than its proportionate share then it shall pay the remaining balance within ten (10) days after such notice is furnished. The notice furnished Lessee shall also include a computation of the estimated sums that would be due from Lessee each month for the ensuing lease year and the

monthly tax payment to be made as aforesaid shall be adjusted accordingly for the ensuing period. It is estimated by Lessor that the taxes for the initial full tax year will be $2,806.08 and the monthly installment to be paid by Lessee commencing on the date rent commences hereunder shall be $233,.84which sum shall be subject to adjustment as soon as actual tax bills are received. In the event any tax shall be assessed upon rent by any governmental authority to the within premises, said tax shall be paid by Lessee as additional rental in the same proportion as hereinbefore provided. In the event Lessor shall elect to contest any proposed increase in taxes, any expense incurred in such contest, including attorney's fee or appraiser's fee, shall be considered as tax expenses under the terms of this paragraph, and shall be borne by Lessee in the proportion above set forth. In the event the method of taxation applicable to rental property shall be adjusted or modified, a modification agreement with respect to this paragraph shall be entered into to equitably apply the principal hereof to said revised tax system.

The Lessee agrees hereby that, should any government (state or federal), subdivision thereof or municipality or governmental, administrative or regulatory agency created by statute having authority to do so impose any charge or fee of any kind whatsoever on the premises, or the complex of which the premises is a part, or on the Lessor by reason of ownership, operation or leasing thereof, during the period of this lease, at Lessor's sole option this said charge or fee shall be passed on to the Lessee as additional rent and the monthly rent hereunder shall be increased by the amount of such imposition effective upon the date of said imposition. The Lessor and Lessee agree hereby that the intent hereof is that the aforementioned increase shall apply to the Lessee as described herein each time any imposition is made during the term of this lease and regardless of what the imposing authority call the particular imposition.

ARTICLE XIII
UTILITIES

UTILITY CHARGES

(13.01) Lessee shall be solely responsible for and shall promptly pay all charges for heat, water, gas, electricity or any other utility used or consumed in the Leased Premises including, but not necessarily limited to, charges for the setting of meters or the tapping of service lines for such service or services. Should Lessor elect to supply the water, gas, electricity, heat or any other utility used or consumed in the Leased Premises, Lessee agrees to purchase and pay for the same as additional rent at the applicable rates filed by the Lessor with the proper regulatory authority. In no event shall Lessor be liable for an interruption or failure in the supply of any such utilities to the Leased Premises. In the event the Lessee fails to make any payment for heat, water, gas, electricity, air-conditioning or any other utility used or consumed in the Leased Premises the Lessor may, but shall be under no duty to, after reasonable notice to Lessee, make such payment or payments in behalf of Lessee. In the event Lessor elects to make such payments the Lessee will pay such sums to the Lessor as the Lessor has paid for such utilities, upon demand, and any sum thus due from Lessee to Lessor by virtue hereof shall be construed as additional rent under the terms of this lease. Lessee shall be solely responsible for any additional utility requirements from the commencement of the term of the lease required by virtue of Lessee's occupancy.

ARTICLE XIV
OFFSET STATEMENT, ATTORNMENT, SUBORDINATION

OFFSET STATEMENT

(14.01) Within ten (10) days after request therefor by Lessor, or in the event that upon any sale, assignment or hypothecation of the Leased Premises and/or the land thereunder by Lessor, an offset statement should be required from Lessee, Lessee agrees to deliver in recordable form a certificate to any proposed mortgagee or purchaser, or to Lessor, certifying (if such be the case) that this lease is in full force and effect and that there are no defenses or offsets thereto, or stating those claimed by Lessee.

ATTORNMENT

(14.02) Lessee shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by the Lessor covering the Leased Premises, attorn to the purchaser at any such foreclosure or sale and recognize such purchaser as the Lessor under this lease.

ASSIGNMENT

(14.03) In addition, there is expressly reserved to the Lessor the absolute right to assign this lease and the rentals to be derived therefrom to any such mortgagee and to require of Lessee the execution

of such documents and instruments as may be reasonably required of Lessee to give full force, effect and recognition to such assignment.

SUBORDINATION
(14.04) Lessee hereby subordinates its rights hereunder to the lien of any mortgage or mortgages to any individual, bank, insurance company, or other lending institution, now or hereafter in force against the land and building of which the Leased Premises are a part or upon any buildings hereafter placed upon the land of which the Leased Premises are a part, and to all advances made or hereafter to be made upon the security thereof; provided, however, that this subordination shall not be construed to permit any such mortgagee, its successors, vendees or assigns to disturb Lessee's quiet enjoyment of the premises unless Lessee is or becomes in default under the terms of this lease. Lessee agrees to execute, upon request by the Lessor, such instruments evidencing subordination of the rights of the Lessee hereunder as such mortgages may require.

ARTICLE XV
ASSIGNMENT, SUBLETTING, CONCESSIONS

ASSIGNMENT AND SUBLETTING
(15.01) Lessee acknowledges that Lessee's agreement to operate in the premises for the permitted use set forth in Section 2.01 hereof for the fully stated term hereof was a primary inducement and precondition to Lessor's agreement to lease the premises to Lessee. Accordingly, Lessee's interest in the premises shall be limited to the use and occupancy thereof in accordance with the provisions hereof and shall be non-transferable. Any attempts by Lessee to sublet the premises in whole or in part, or to sell, assign, hypothecate, encumber or in any manner transfer this lease or any interest therein shall constitute a default hereunder, as shall any attempt by Lessee to assign or delegate the management or to permit the use or occupancy of the premises or any part thereof by anyone other than Lessee. Lessor and Lessee acknowledge and agree that the foregoing provisions have been freely negotiated by the parties hereto and that Lessor would not have entered into this lease without Lessee's consent to the terms of this section. Any attempt by same, or in any manner to transfer, convey, or assign Lessee's interest therein or allow the use or management thereof shall be void ab initio.

TRANSFER OF SHARES IN CORPORATE LESSEE
(15.02) In furtherance of the provisions of Section 15.01 hereof, if Lessee is a corporation and if the person or persons who own a majority of its voting shares at the time of the execution hereof cease to own a majority of such shares at any time hereafter, except as a result of transfer by gift, bequest, or inheritance by or among immediate family members, Lessee shall so notify Lessor. In the event of such change of ownership, whether or not Lessee has notified Lessor thereof, Lessor may terminate this lease by notice to Lessee effective sixty (60) days from the date of such notice from Lessee, or the date on which Lessor first has knowledge of such transfer, whichever shall first occur. This section shall not apply as long as Lessee is a corporation, the outstanding voting stock of which is listed on a recognized security exchange. If Lessee is a partnership and if any partner or partners withdraw from the partnership, or if the partnership is otherwise dissolved, Lessee shall so notify Lessor. In the event of such withdrawal or dissolution, Lessor may terminate this lease by notice to Lessee effective sixty (60) days from the date of notification from Lessee or the date on which Lessor first has knowledge of such withdrawal or dissolution, whichever shall first occur.

EXCESS RENTALS TO LESSOR
(15.03) In the event any assignment, transfer, or sublease of this lease results in any rental payments or any other payments in excess of those stipulated herein and the Lessor elects not to pursue its remedies for the default occasioned by such assignment, transfer or subletting, then the excess portion of such rental payments over the payments already provided herein shall be paid by the Lessee to the Lessor, as additional rent hereunder.

CONCESSIONS
(15.04) The provision against subletting shall not prohibit Lessee from granting concessions for the operation of one or more departments of the business conducted in or upon the Leased Premises; provided, however, that (a) each such concession which may be granted by Lessee shall be subject to all the terms and provisions of this lease; (b) the gross receipts from the operation of each such concession shall be deemed to be a part of the gross receipts of Lessee for the purpose of determining the additional rental payable to Lessor; (c) all of the provisions hereof applying to the business of Lessee, including the provisions concerning reports and audits, shall apply to each such concession; (d) at least seventy-five percent (75%) of the sales floor area of the Leased Premises

shall at all times be devoted to the business of and be operated by Lessee; and (e) the granting of such concession shall not conflict with any exclusive right granted to any tenant of the shopping center prior to the commencement of the term of this lease.

ARTICLE XVI
NUISANCES, GOVERNMENTAL REGULATIONS

NUISANCES

(16.01)(a) Lessee shall not commit or suffer to be committed upon the Leased Premises any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the Shopping Center.

(b) No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the premises without the prior written consent of the Lessor.

(c) The outside area immediately adjoining the premises shall be kept clean and free from dirt and rubbish by the Lessee to the satisfaction of the Lessor and Lessee shall not place or permit any obstructions or merchandise in such areas.

(d) Lessee shall not burn any trash or garbage of any kind in or about the Leased Premises of the Shopping Center and shall not permit said trash or garbage to be placed outside the demised premises. Any storage within the demised premises shall be temporary only and shall not exceed two (2) full days.

(e) No auction, fire, going out of business, liquidation or bankruptcy/sales may be conducted in the Leased Premises without the previous written consent of Lessor.

(f) Lessee covenants and agrees that it will not conduct any activity on said premises that will increase the fire hazard or be considered a public nuisance or whereby objectionable noises will be created or obnoxious odors emitted.

GOVERNMENTAL REGULATIONS

(16.02) Lessee shall, at Lessee's sole cost and expense, comply with the requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the said premises, and shall faithfully observe in the use of the premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force. Lessee shall pay all fees and licenses imposed by any county, city, state, municipal, or other applicable governmental authority arising out of its use and conduct of business on the demised premises. Lessee further covenants that it will not render the Lessor liable for any violation by Lessee of any law, statute or ordinance and agrees to indemnify and save the Lessor harmless from any and all damages or claims arising out of the Lessee's failure to pay any license, fee or tax assessed by a governmental authority or arising from the Lessee's violation of any statute, law or municipal ordinance.

STRUCTURAL CHANGES

(16.03) Notwithstanding anything in this Article contained, there shall be no obligation on the part of Lessor to comply with any rules, regulations and laws which may require structural alterations, structural changes, structural repairs of structural addition. Should any structural alterations, changes, repairs and/or additions be made necessary by the act, work, or omission of Lessee, Lessee shall comply at its expense.

SAFETY

(16.04) If any Public Authority requires structural or other repairs or changes to the particular premises herein demised; (for example, such as fire extinguisher systems, fire escapes, extra supports and braces), all or any of which are required by virtue of the Lessee's use of the property, then such changes, repairs, additions, etc., shall be promptly made after notice thereof, solely at the Lessee's expense, and upon the Lessee failing or refusing to so do, the Lessor may (a) consider this lease in default, or (b) make such repairs, changes, additions, etc., at the Lessee's cost and expense, and such sums so expended together with interest thereon at the highest legal rate, shall be payable on demand and be secured hereunder.

ARTICLE XVII
ADVERTISED NAME

CHANGE OF NAME

(17.01) Lessee agrees not to change the advertised name of the business in the Leased Premises without prior written permission of Lessor; said name being TANDOOR INDIAN CUISINE

ARTICLE XVIII
DESTRUCTION OF LEASED PREMISES

TOTAL OR PARTIAL DESTRUCTION

(18.01) If the Leased Premises shall be damaged by fire, the elements, unavoidable accident or other casualty, without fault of Lessee, but are not thereby rendered untenantable in whole or in part, Lessor may at its expense cause such damage to be repaired, and the rent shall not be abated. If by reason of such occurrence, again without fault of Lessee, the premises shall be rendered untenantable only in part, Lessor may at its own expense cause the damage to be repaired, and the fixed minimum rent meanwhile shall be abated in whole. If the premises shall be rendered wholly untenantable by reason of such occurrence without fault of Lessee, the Lessor may at its own expense cause such damage to be repaired and the fixed minimum rent meanwhile be abated in whole. However regardless whether such destruction of the premises is total or partial, Lessor shall have the right to be exercised by notice in writing delivered to Lessee within sixty (60) days after said occurrence to elect not to reconstruct the destroyed premises, and in such event this lease and the tenancy hereby created shall cease as of the date of such occurrence without further liability on the part of Lessor, the rent to be adjusted as of such date. Nothing in this paragraph shall be construed to permit the abatement in whole or in part of the percentage rent, but the computation of percentage rent shall be based upon the minimum rent as the same may be abated.

PARTIAL DESTRUCTION OF CENTER

(18.02) In the event that fifty percent (50%) or more of the rentable area of the Shopping Center shall be damaged or destroyed by fire or other cause, notwithstanding that the Leased Premises may be unaffected by such fire or other cause, and the Lessor fails, within six (6) months after the receipt of the proceeds of insurance resulting from such loss to begin restoration, and to proceed with due diligence to have same fully repaired or rebuilt to the existing condition previous to such damage, Lessee, at its option, may cancel this lease by written notice to the Lessor within thirty (30) days after the expiration of said six (6) month period or within thirty (30) days after notifying Lessor in writing that Lessor is not proceeding with due diligence to repair or rebuild as stated above. The Lessor may, at its option, in the event of the damage or destruction of fifty percent (50%) of the rental area of the Shopping Center elect not to repair and restore the Shopping Center to its existing condition and, may exercise such right by notice in writing delivered to Lessee within sixty (60) days after reaching a settlement with Lessor's insurance carrier(s), and in such event this lease and the tenancy hereby created shall cease as of the date of such occurrence without further liability on the part of the Lessor, the rent to be adjusted as of such date. Nothing in this paragraph shall be construed to permit the abatement in whole or in part of the percentage rent, but the computation of percentage rent shall be based upon the minimum rent as the same may be abated.

ARTICLE XIX
EMINENT DOMAIN

TOTAL CONDEMNATION

(19.01) If the whole of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals shall be paid up to that date and Lessee shall have no claim against Lessor for the value of any unexpired term of this lease.

TOTAL PARKING AREA

(19.02) If the whole of the common parking areas in the Shopping Center shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this lease shall cease and terminate as of the date of title vesting in such proceeding unless Lessor shall take immediate steps to provide other parking facilities substantially equal to the previously existing ratio between the common parking areas and the Leased Premises, and such substantially equal parking facilities shall be provided by Lessor at its own expense within one hundred twenty (120) days from the date of acquisition. In the event that Lessor shall provide such other substantially equal parking facilities, then this lease shall continue in full force and effect. In any event, Lessee shall have no claim against Lessor for the value of any unexpired term of this lease.

PARTIAL CONDEMNATION

(19.03) If any part of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, and in the event that such partial taking or condemnation shall render the Leased Premises incapable of continued enjoyment by the Lessee for the use and purposes provided for hereunder, then the term of this lease shall cease and terminate as of the date of title vesting in such proceeding and Lessee shall have no claim against Lessor for the value of any unexpired term of this lease. In the event of a partial taking or condemnation which is not extensive enough to render the premises incapable of use as aforesaid, then Lessor shall promptly restore the

Leased Premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, the lease shall continue in full force and effect and the fixed minimum rent shall be reduced proportionately as to the portion lost in the taking.

LESSOR'S DAMAGES
(19.04) In the event of any condemnation or taking as hereinbefore provided, whether whole or partial, the Lessee shall not be entitled to any part of the award, as damages or otherwise, for such condemnation and the Lessor is to receive the full amount of such award, the Lessee hereby expressly waiving any right or claim to any part thereof.

LESSEE'S DAMAGES
(19.05) Although all damages in the event of any condemnation are to belong to the Lessor whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, Lessee shall have the right to claim and recover from the condemning authority, but not from Lessor, such compensation as may be separately awarded or recoverable by Lessee in Lessee's own right on account of any and all damages to Lessee's business by reason of the condemnation and for or on account of any cost of loss to which Lessee might be put in removing Lessee's merchandise, furniture, fixtures, leasehold improvements and equipment.

ARTICLE XX
DEFAULT OF THE LESSEE

RIGHT TO RE-ENTER
(20.01) In the event of any failure of Lessee to pay any rental due hereunder within five (5) days after the sum shall be due, provided that if the fifth day shall fall on a Sunday or on Christmas, New Year's, Thanksgiving, Labor Day or the Fourth of July, then such time period shall be extended for an additional day), or any failure to perform any other of the terms, conditions or covenants of this lease to be observed or performed by Lessee for more than ten (10) days after written notice of such default shall have been mailed to Lessee; or if Lessee shall cause or allow a mechanics' and/or materialmens' lien to accrue against the premises and fails to remove such lien within fifteen (15) days; or if Lessee makes an assignment for the benefit of creditors; or if a receiver is appointed to take possession of Lessee's goods on the premises; or if Lessee shall abandon said premises, or suffer this lease or possession of the Leased Premises to be taken under any writ or execution or if Lessee removes, attempts to remove or permits to be removed from said premises, except in the usual course of business the goods, furniture, effects or other property of the Lessee brought thereon; or if execution or other legal process is levied upon the goods, furniture, effects or other property of the Lessee brought thereon; or if execution or other legal process is levied upon the goods, furniture, effects or other property of the Lessee brought on said premises; or if Lessee shall cease to open for business on the demised premises for the permitted uses for more than four consecutive days, unless such closing shall have first been permitted by the Lessor in writing or have been occasioned by damage to the Leased Premises caused by fire, windstorm or other casualty or act of God, the Lessor besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Leased Premises, and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Lessee, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

RIGHT TO RE-LET
(20.02) Should Lessor elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this lease or it may from time to time without terminating this lease, make such alterations and repairs as may be necessary in order to re-let said premises or any part thereof for such term or terms (which may be for a term extending beyond the terms of this lease) and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable; upon each such reletting all rentals received by the Lessor from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and of costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. If such rentals, received from such reletting during any month, be less than that to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. No such reentry or taking possession of said premises by Lessor shall be construed as an election on its part to terminate this lease unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such

relelting without termination, Lessor may at any time thereafter elect to terminate this lease for such previous breach. Should Lessor at any time terminate this lease for any breach, in addition to any other remedies it may have, it may recover from Lessee all damages it may incur by reason of such breach, including the cost of recovering the Leased Premises, reasonable attorney's fees, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the Leased Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor. It is understood that tenant mix in the Shopping Center is the sole discretion of Lessor and the re-letting of the demised premises under the terms and provisions of this paragraph shall be at the sole discretion of the Lessor, including such factors as business of a prospective tenant and amount of rent. Nothing contained herein shall be construed to place upon Lessor an obligation to re-let hereunder to a tenant engaged in the same type, kind, or form of business as Lessee for which the premises were demised hereunder. No Landlord's rights herein, including, without limitation, Landlord's right to re-enter and assume control of the demised premises, shall be construed to obligate Landlord to re-let the demised premises or to create any duty on the part of Landlord to mitigate its damages in the event of a default by Lessee hereunder.

ACCELERATION

(20.03) Upon default, or upon the termination of this lease or re-entry upon said premises for any one or more of the causes set forth above, or upon any termination of this lease or re-entry of said premises, the rents hereunder for the entire rental period and other indebtedness, if any, payable under provisions hereof, shall be and become immediately due and payable as liquidated damages hereunder without regard whether or not possession of the premises shall have been surrendered to or taken by the Lessor. In determining the rent which would be payable by Lessee hereunder, subsequent to default, the annual rent for each year of the unexpired term shall be equal to the average annual minimum and percentage rents payable by Lessee from the commencement of the term to the time of default, or during the preceding three full years, whichever period is shorter.

COLLECTION EXPENSE

(20.04) In the event of employment of a collection agent, a collection agency or an attorney by the Lessor for the collection of any amount due hereunder, or for the institution of any suit for possession of the demised premises or to attempt to prevent any default by Lessee hereunder or to pursue for Lessor any remedy as a result of a default or threatened default by Lessee hereunder or on account of bankruptcy proceedings by or against Lessee or legal process being issued against the furniture and effects of the Lessee, located upon the Leased Premises, or the leasehold interest of the Lessee, the Lessee agrees to pay the Lessor's collection and/or attorney's fee including, but not limited to, court costs and collection expenses so incurred, which fee, costs, and expenses collectively shall be a part of the debt evidenced and secured by this lease. In order to further secure the prompt payment of said amounts due, when the same mature, and the faithful performance by the Lessee of all and singular costs that the Lessor may sustain by reason of the violation of said terms, conditions and covenants, or any of them, the Lessee does hereby waive any and all right to claim personal property as exempt from levy and sale under the Constitution and Laws of the United States, the State of Alabama or any other State of these United States to a pre-attachment hearing in the event that the Lessor, upon the breach of any term or condition hereof by Lessee, seeks to enforce its rights hereunder or seeks to perfect any Landlord's lien afforded the Lessor under the statutes and ordinances of the State of Alabama, provided that such lien enforcement is attempted through writ obtained from a Court of competent jurisdiction. Should Lessee seek any amendment to or modification of this lease or seek to have Lessor waive or forebear any of its rights hereunder, Lessee agrees to pay any fees incurred or charged by Lessor in pursuing such amendment, modification or request.

COUNTERCLAIM AND JURY TRIAL

(20.05) In the event that the Lessor Commences any summary proceedings or action for non-payment of rent or other charges provided for in this Lease, Lessee shall not interpose any counterclaim of any nature or description in any such proceeding or action. Lessee and Lessor each waives a trial by jury of any or all issues arising in any action or proceeding between the parties hereto or their successors or assigns, under or connected with the Lease or any of its provisions.

CROSS DEFAULT

(20.06) Should Lessee, during the term of this lease or any extension or renewal thereof, either individually or as a member of any corporation, partnership or joint venture, lease any premises from Lessor (the term Lessor is extended by definition herein to include Springdale Stores, Inc. if Lessor herein is Delaney Development, Inc. and vice versa), then any default under this lease shall be deemed to be a default under such lease in each event entitling Lessor to all remedies available under either of said leases upon default of either of them.

ARTICLE XXI
ACCESS BY LESSOR

RIGHT OF ENTRY

(21.01) Lessor or Lessor's Agents shall have the right to enter the Leased Premises at all reasonable times to examine the same, and to show them to prospective purchasers or Lessees of the building, and to make such repairs, alterations, improvements or additions as Lessor may deem necessary or desirable. During the six months prior to the expiration of this lease or any renewal term, Lessor may place upon the premises the usual notices "For Rent" or "For Sale" which notices Lessee shall permit to remain thereon without molestation. Nothing herein contained, however, shall be deemed or construed to impose upon Lessor any obligation, responsibility, or liability whatsoever, for the care, maintenance or repair of the building or any part thereof, except as otherwise herein specifically provided.

ARTICLE XXII
LESSEE'S PROPERTY

TAXES ON LEASEHOLD

(22.01) Lessee shall be responsible for and shall pay before delinquent all municipal, county or state taxes assessed during the term of this lease against any leasehold interest or personal property of any kind placed in, upon or about the Leased Premises by the Lessee, including but not limited to, any "lease tax," "rent tax " or "use tax " imposed by the City and/or County of Mobile, State of Alabama or United States Government upon the leasehold interest demised hereunder, or the revenue thereon.

LOSS AND DAMAGE

(22.02) Lessor shall not be liable for any damage to property of Lessee or of others entrusted to employees of Lessee, nor for the loss or damage to any property of Lessee by theft or otherwise. Lessor shall not be liable for any injury or damage to persons or property or income, resulting from fire, explosion, breakage, leakage, getting out of order or defective conditions of heating, air conditioning, other mechanical installations, pipes, electric wiring, plumbing, falling plaster, steam, gas, electrical, water, rain, or snow leaks from any part of the Leased Premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Lessor shall not be liable for any such damage or income loss caused by other tenants or persons in the Leased Premises, occupants of adjacent property of the Shopping Center, or caused by operation in construction of any private, public, or quasi-public work. All property of Lessee kept or stored on the Leased Premises shall be kept or stored at the risk of Lessee only and Lessee shall hold Lessor harmless from any claims arising out of damage to the same, including subrogation claims by Lessee's insurance carriers, unless such damage shall be caused by the willful act of Lessor.

ARTICLE XXIII
HOLDING OVER, SUCCESSORS

HOLDING OVER

(23.01) Should the Lessee continue to occupy the premises after the expiration of said term or after a forfeiture incurred, except as otherwise provided for in this paragraph, the Lessee shall continue as a tenant under the terms of this lease (except as to duration and rent) from year to year, at an annual minimum rental equal to one hundred twenty five percent (125%) of the rent paid in the preceding year , and each holding over period annually thereafter shall in like manner create and cause a similar extension to this lease from year to year. PROVIDED, HOWEVER, that if the said Lessee continues to remain in the premises after the expiration of the said term or after a forfeiture incurred, the Lessor, at any time within one hundred and twenty (120) days after the commencement of such period of holding over, whether rent has been accepted by the Lessor or not, reserves the unqualified right, or option to notify the Lessee in writing within said period of its election to terminate the lease or any extension thereof, said termination to be effective at the end of the calendar month in which said notice is given, unless less than ten (10) days remain in said month, in which event the effective date of termination shall be the last day of the calendar month following the date on which notice is given.

SUCCESSORS

(23.02) All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee has been approved by Lessor in writing as provided for hereinabove.

ARTICLE XXIV
QUIET ENJOYMENT

LESSOR'S COVENANT

(24.01) Upon payment by the Lessee of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby demised without hindrance or interruption by Lessor or any other person or persons lawfully or equitably claiming by, through or under the Lessor, subject, nevertheless, to the terms and conditions of this lease. Provided, however, the Lessor shall not be liable for the failure or inability of the Lessee to obtain possession of said premises provided the Lessor shall exercise due diligence and effort to place the Lessee in possession.

ARTICLE XXV
SECURITY INTEREST

SECURITY INTEREST IN FURNITURE, EQUIPMENT AND INVENTORY

(25.01) In order to secure the payment by Lessee to Lessor of all rents, additional rents, charges, attorneys' fees and any and all sums due or coming due under this lease, whether by maturity or by acceleration in the event of default, the Lessee hereby grants to Lessor a security interest in all of its furniture, fixtures, trade fixtures, goods, inventory and equipment situated upon the Leased Premises, whether now existing or hereafter acquired. In the event of default by the Lessee under this lease, the Lessor shall have all rights of a secured party under Article IX of the Uniform Commercial Code as enacted in the State of Alabama in regard to the collateral in which a security interest is herein given. The pursuit of such remedy by the Lessor shall by no means be exclusive and shall neither diminish nor abrogate the right of the Lessor to pursue any other remedy to which it may be entitled as the result of Lessee's default hereunder. Neither shall this section be deemed to replace any Landlord's lien nor lien rights whether created by statute or common law then prevailing in the State of Alabama, but shall be deemed an additional right and remedy of Lessor hereunder. The security under this lease shall further secure the prompt, faithful and due performance by Lessee of all covenants and obligations of the Lessee hereundor. The Lessee shall execute all such further documentation including, but not limited to, UCC-1 Financing Statements as are necessary to perfect such security interest.

ARTICLE XXVI
MISCELLANEOUS

WAIVER

(26.01) The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this lease, other than the failure of Lessee to pay the particular rental so accepted regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this lease shall be deemed to have been waived by Lessor, unless such waiver be in writing signed by Lessor.

ACCORD AND SATISFACTION

(26.02) No payment by Lessee or receipt by Lessor of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy in this lease provided.

ENTIRE AGREEMENT

(26.03) This lease and the Exhibits, and Rider, if any, attached hereto and forming a part hereof set forth all the covenants promises, agreements, conditions and understandings between Lessor and Lessee concerning the Leased Premises and there are no covenants, promises, agreements, conditions or understanding, either oral or written, between them other than are herein set forth.

Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them. If, at any time during the term hereof, Lessee should request Lessor to execute any additional documentation in relation to this lease, Lessee agrees hereby to pay a reasonable fee for review of said documentation by Lessor and/or Lessor's attorney.

NO PARTNERSHIP
(26.04) Lessor does not, in any way or for any purpose, become a partner of Lessee in the conduct of its business, or otherwise, or joint venture of a member of a joint enterprise with Lessee. The provisions of this lease relating to the percentage rent payable hereunder are included solely for the purpose of providing a method whereby the rent is to be measured and ascertained.

FORCE MAJEURE
(26.05) 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 lease, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. This provision shall not operate to excuse Lessee from the prompt payment of rent, percentage rent, additional rent or any other payments required by the term of this lease.

"DAYS" DEFINED
(26.06) The term "days" wherever used herein shall be defined to mean calendar days.

CAPTIONS
(26.07) The captions and section numbers appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or article of this lease nor in any way affect this lease.

"LESSEE" DEFINED
(26.08) The word "Lessee" shall be deemed and taken to mean each and every person or party mentioned as a Lessee herein, be the same one or more; and if there shall be more than one Lessee, any notice required or permitted by the terms of this lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Lessee shall be deemed a proper reference even though Lessee may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this lease apply in the plural sense where there is more than one Lessee and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

PARTIAL INVALIDITY
(26.09) If any term, covenant or condition of this lease or the application thereof to any persons or circumstances shall to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

RECORDING
(26.10) Lessee shall not record this lease without first obtaining the prior written consent of Lessor, and the recordation of this lease by Lessee without first obtaining such consent shall be deemed a material breach of this lease.

RIDER
(26.11) A rider consisting of -0- pages is attached hereto and made a part hereof. In the event of any conflict between the language and terms of this lease, and the language and terms of the rider attached hereto, then the terms and conditions specifically set forth shall control.

CONDITION
(26.12) Nothing herein contained shall be construed as a warranty that said premises are in good condition or are fit or suitable for the use or purpose for which they are let. The Lessor or Lessor's agent has made no representation or promises with respect to said Shopping Center of the demised premises except as herein expressly set forth. The Lessee hereby accepts the Leased Premises in their "as is" condition warranting that it has made its own inspection thereof and has relied entirely on such inspection in electing to enter into this lease agreement.

OVERLOADING
(26.13) Lessee will not overload the Leased Premises, its floors, roof, walls or elevators and shall be liable for all damages to the property or other consequences of overloading and Lessee assumes the further responsibility to determine the extent to which the premises may be used without violating this provision.

COUNTERPARTS
(26.14) This lease is executed in counterparts each of which shall be deemed a duplicate original hereof.

RELOCATION
(26.15) Lessor reserves the right, at Lessor's sole expense, to relocate Lessee to a comparable location within the Shopping Center. Should Lessor elect to do such, all of Lessee's expenses for such move, including tenant fixturing and tenant finish (to make the new space of reasonably equivalent quality), shall be the sole responsibility of Lessor. Lessor shall give Lessee at least ninety (90) days advance written notice of intention to relocate Lessee.

IN WITNESS WHEREOF, the said Lessor and the said Lessee, all with full authority, have hereunto caused this Lease Agreement to be properly executed and set their respective hands and seals all on the day and year hereinabove set forth.

SPRINGDALE STORES, INC.

BY: _____
As Chief Executive Officer

ATTEST

BY: _____
As Vice President

Preaa Restaurant, LLC

BY: _____ 8/1/2023
As its: Member

NOTICE!

Notice is herby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

PREAA RESTAURANT LLC

Trade Name (DBA)

TANDOOR INDIAN CUISINE

Location Address

3674 AIRPORT BLVD STE 9 **MOBILE AL 36608**

Application Number

2023 - 5624

Post Date

12/18/2023

That public hearing on said application has been set before the City Council @ 1030am on Tuesday

January 2, 2024

Date

at the Government Plaza Auditorium (1st floor) located at 205 Government Street, Mobile Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the City of Mobile City Clerk Office

Applicant Signature

Revenue Dept Representative

R Shawn Skinner

In accordance to City of Mobile Code , the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

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

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

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

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

Legal Business Name	Trade Name (DBA)
Preaa Restaurant LLC	Tandoor Indian Cuisine

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
3674 Airport Blvd	mobile	AL	36608

Business Contact Person Information

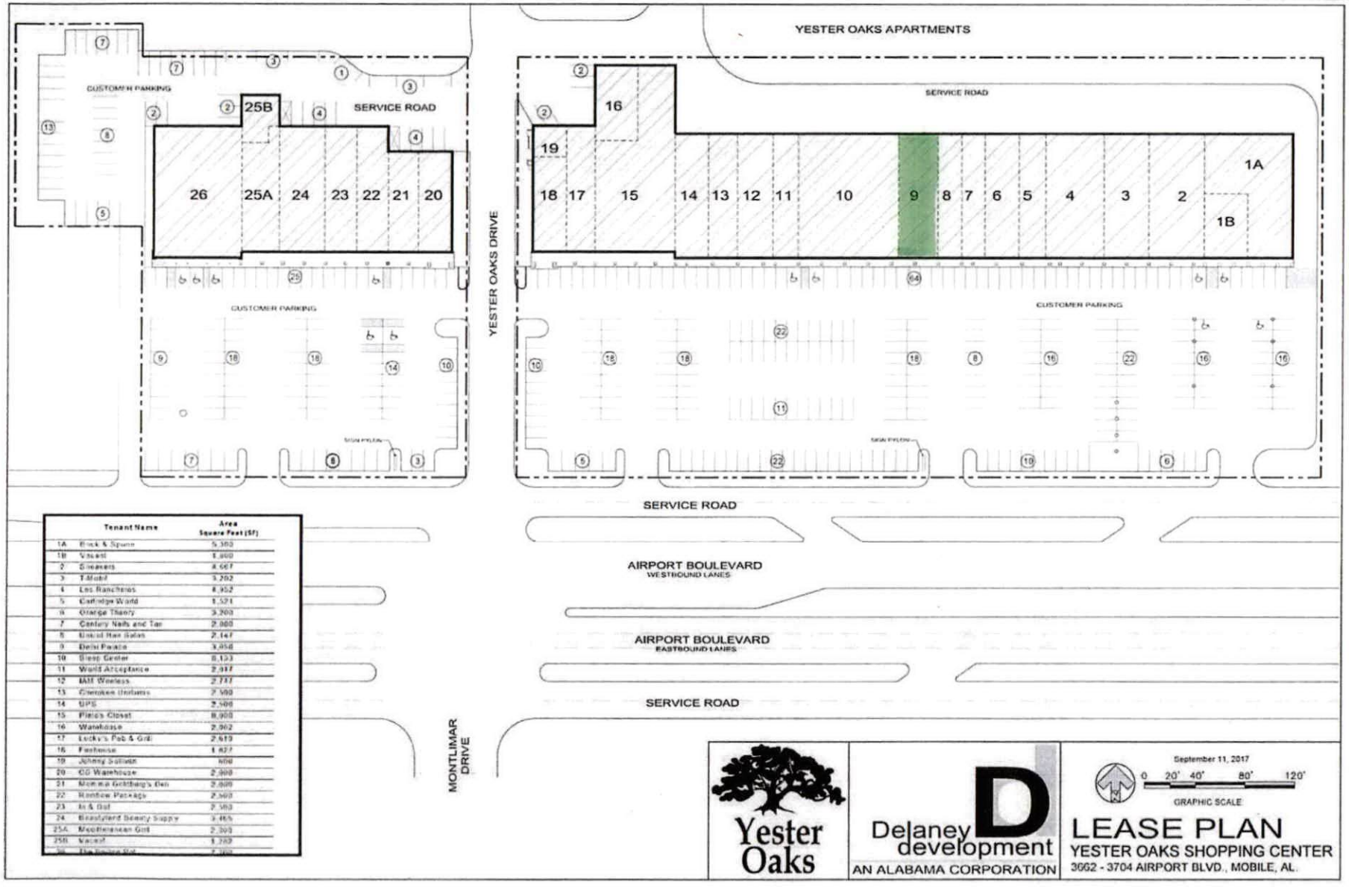
Name	Title	Phone	Email
PRANAV DESAI	MANAGER	409-407-7433	[redacted]

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
3050	10+	10	Yes	B-3	Yes

Comments

Print Name	Signature	Date
Payton Rogers	Digitally signed by Payton W. Rogers Location: Mobile, AL Contact info: 251-208-5895 Date: 2023.12.14 14:16:20-06'00'	12/14/2023



	Tenant Name	Area Square Feet (SF)
1A	Rick & Spurs	5,360
1B	Vacant	1,900
2	Sneakers	4,667
3	T-Mobil	3,292
4	Los Rancheros	4,952
5	Cartridge World	1,571
6	Orange Theory	3,200
7	Century Nails and Tan	2,000
8	Social Hair Salon	2,147
9	Delhi Palace	3,958
10	Sleep Center	8,133
11	World Acceptance	2,937
12	ATT Wireless	2,737
13	Cherokee Uniforms	7,500
14	UPS	2,500
15	Plato's Closet	8,000
16	Warehouse	2,962
17	Lucky's Pub & Grill	2,619
18	Firehouse	1,827
19	Johnny Sullivan	600
20	CC Warehouse	2,000
21	Momma Goldberg's Deli	2,000
22	Rainbow Passage	2,500
23	In & Out	2,500
24	Beautyland Beauty Supply	3,465
25A	Mediterranean Grill	2,300
25B	Vacant	1,700
26	Tax Service Bur	2,100

Yester Oaks

Delaney development
AN ALABAMA CORPORATION

September 11, 2017

0 20' 40' 80' 120'

GRAPHIC SCALE

LEASE PLAN

YESTER OAKS SHOPPING CENTER

3662 - 3704 AIRPORT BLVD., MOBILE, AL.

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	12/28/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/28/2023 - 10:44 AM

R E S O L U T I O N

Sponsored by: Councilmember Josh Woods

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

Type of application:	Retail Beer/Table Wine (Off Premises Only) License
Submitted by:	CEFCO A Partnership
Location:	CEFCO #444 985 Schillinger Road, S. Mobile, AL 36608

Adopted:

_____

City Clerk

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

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
12/22/2023	NEW APPLICATION	2023 - 5630	127395	January 2, 2024

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

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

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

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL WINE (OFF PREMISES ONLY)

Legal Business Name **CEFCO A PARTNERSHIP**

Trade Name (DBA) **CEFCO #444**

Location Address **985 SCHILLINGER ROAD SOUTH**

City, State, Zip Code **MOBILE AL 36608**

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

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

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

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Trade Name (DBA) **CEFCO #444**

Location Address **985 SCHILLINGER ROAD SOUTH**

City, State, Zip Code **MOBILE AL 36608**

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

City of Mobile Alcoholic Beverage License Approval Request

TO: City of Mobile City Council
FROM: City of Mobile Revenue Department
RE: Alcoholic Beverage License Request

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
12/22/2023	NEW APPLICATION	2023 - 5630	127395	January 2, 2024

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

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL WINE (OFF PREMISES ONLY)

Legal Business Name

CEFCO A PARTNERSHIP

Trade Name (DBA)

CEFCO #444

Location Address

985 SCHILLINGER ROAD SOUTH MOBILE AL 36608

Business Contact Person Information			
Name	Title	Phone	Email
JOHN C ARCHER II	ATTORNEY IN FACT	(251) 626-7704	JARCHER@JBPLAW.COM

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

What is/was the start date of this business? **01.02.2024**

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

R Shawn Skinner

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Number Assigned	City Council Agenda Date
12/21/2023	NEW APPLICATION	2023 - 5630	127395	January 2, 2024

License Type applied for with Alabama ABC Board	2nd License Type applied for with Alabama ABC Board
050 - RETAIL BEER (OFF PREMISES ONLY)	070 - RETAIL WINE (OFF PREMISES ONLY)

Business Information

Legal Business Name	Trade Name (DBA)
CEFCO A PARTNERSHIP	CEFCO #444

Business Structure Type	Incorporation Date	Entity ID	State	County
PART- PARTNERSHIP	05.25.2023	001-081-318	TX	

Federal Tax ID (FEIN)	AL State Tax ID
74-2228792	R006162867

Physical Address of Business (Street Address, Suite #)	City	State	Zip Code
985 SCHILLINGER ROAD SOUTH	MOBILE	AL	36608

Mailing Address for Business (PO Box, Street Name, Suite #)	City	State	Zip Code
PO BOX 2525	DAPHNE	AL	36526

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

Business Contact Person Information

Name	Title	Phone	Email
JOHN C ARCHER II	ATTORNEY IN FACT ☑ POA	(251) 626-7704	JARCHER@JBPLAW.COM

If TRANSFER of license, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

License Type	License Number	Any ABC Pending Actions

Land/Building Information

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

Property Owner Name	Prop Owner Phone	Property Owner Email
FIKES WHOLESALE INC	(800) 650-6679	

Property Owner Address	City	State	Zip Code
6261 CENTRAL POINTE PKWY	TEMPLE	TX	76504

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	License Covers
6,000	N/A	YES	NO	SINGLE	ENTIRE STRUCTURE

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

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

Is the business equipped with services and facilities for on premises consumption? NO

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

City of Mobile Alcoholic Beverage License Application

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

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
SMITH, RAYMOND WORTH	PRESIDENT		
Home Street Address	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**
			(254) 791-0009

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

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

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

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
YES	SEE ATTACHED TAX FORM		

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

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

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

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

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
YES	SEE ATTACHED TAX FORM		

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

Full Name (Last, First, Middle)	Title	Date of Birth	Drivers License (State, Number)	
ARCHER II, JOHN C	ATTORNEY IN FAC			
Home Street Address	**City**	**State**	**Zip Code**	**Phone Number**
2206 NORTH MAIN STREET	DAPHNE	AL	36526	(251) 626-7704

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

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

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

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

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

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

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

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

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

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

Owner/Applicant Printed Name	Date
Jon Archer for CEFCO, a partnership	12/21/23
Owner/Applicant Signature	**Title**
attorney in fact	attorney in fact

Sworn to and subscribed before me this day of DECEMBER 20 23

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Shauna B Mosley	Shauna B Mosley	5/20/24

Notary Stamp

SHAUNA B. MOSLEY NOTARY PUBLIC ALABAMA STATE AT LARGE

Signature Page

CITY OF MOBILE

REVENUE DEPARTMENT

December 22, 2023

CEFCO #444

985 SCHILLINGER ROAD SOUTH

MOBILE, AL 36608 USA

ACCOUNT NUMBER: 127395 TERRITORY 6

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1691647	12/2023	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.0	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

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

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

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065



City of Mobile AL payment confirmation

Hi James B Pittman Jr,

Thanks for your payment to City of Mobile AL. This email is your receipt.

This purchase will appear on the account statement for your Mastercard ending in 6323.

Confirmation #: 3VYWXW33H9 **December 21, 2023 12:30 PM CST**

Description	Amount
2023 Business Licenses #1691647	$50.00
Subtotal	$50.00
Processing fee	$2.50
Total	**$52.50**

Thank you for your credit card payment. Allow up to 48 hours for your payment to be reflected on your account statement. If you have questions, contact customer service for help.

View this receipt online

Have a new credit card? You can easily update your payment information.

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20231214204933237

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) **State:** $150.00 **County:** $75.00

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) **State:** $150.00 **County:** $75.00

Trade Name: CEFCO 444 **Filing Fee:** $100.00

Applicant: CEFCO A PARTNERSHIP **Transfer Fee:**

Location Address: 985 SCHILLINGER RD S MOBILE, AL 36608

Mailing Address: P O BOX 2525 DAPHNE, AL 36526

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 03 **Type Ownership:** PARTNERSHIP

Book, Page, or Document info: 001-081-318

Do you sell Draft Beer?:

Date Incorporated: 12/31/81 **State incorporated:** TX **County Incorporated:**

Date of Authority: 5/3/23

Federal Tax ID: 74-2228792 **Alabama State Sales Tax ID:** R006162867

Name:	Title:	Date and Place of Birth:	Residence Address:
FIKES	SECRETARY		
RAYMOND W SMITH	PRESIDENT		

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

Contact Person: JON ARCHER
Business Phone: 251-626-7704
Fax:

Home Phone: 251-626-7704
Cell Phone: 251-626-7704
E-mail: JARCHER@JBPLAW.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

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

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20231214204933237

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: FIKES WHOLESALE INC 800-650-6679
What is lessors primary business? MULTIETER BRANDED PETROLEUM PRODUCTS MARK
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

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

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 6000 Display Square Footage:
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: COUNTY Police protection: CITY

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

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231214204933237

Initial each — **Signature page**

Initial each	
	In reference to law violations, I attest to the truthfulness of the responses given within the application.
	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
xxxxxxxxx	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
xxxxxxxxx	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
xxxxxxx	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Jon Archer

Signature of Applicant:

Notary Name (print): Shauna B. Mosley

Notary Signature: Shauna B. Mosley

SHAUNA B. MOSLEY NOTARY PUBLIC ALABAMA STATE AT LARGE

Commission expires: 5/20/24

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

CERTIFICATION OF CRIMINAL HISTORY RECORD INFORMATION

STATE OF TEXAS
COUNTY OF TRAVIS

Pursuant to the authority contained in Rule 902, Sections 1 and 4, Texas Rules of Evidence, and Subchapter F, Chapter 411, Texas Government Code, I , Tanya Wilson, Supervisor, Criminal History Inquiry Unit, Access and Dissemination Bureau, Crime Records Division, Texas Department of Public Safety, do hereby certify I am the deputy custodian of the criminal history record information of Crime Records Division of the Texas Department of Public Safety. I further certify that there is no record on file with the search criteria which was supplied, or that I am legally authorized to produce, for the following:

Texas SID: **18115447**

TEXAS CRIMINAL HISTORY RECORD
SMITH,RAYMOND WORTH
Date of Birth: 08-25-1965

In Testimony Whereof, I hereunto set my hand and affix the seal of the Texas Department of Public Safety. Done at my office in Austin, Texas on this 28th day of April, 2023.

Tanya Wilson

Tanya Wilson, Supervisor
Criminal History Inquiry Unit
Access and Dissemination Bureau
Crime Records Division
Texas Department of Public Safety

To receive a full explanation on the procedures to challenge the criminal history record information contained in a Texas record please visit http://www.dps.texas.gov/administration/crime_records/pages/errorresolution.htm

TEXAS DEPARTMENT OF PUBLIC SAFETY

CRIMINAL HISTORY

The information contained in this record reflects only information contained in the Computerized Criminal History database maintained by the Texas Department of Public Safety. Contact the contributing agency for specific or additional information regarding charges or dispositions. The contents of this record are confidential and intended for dissemination only to criminal agencies or other individuals or agencies authorized by law to receive criminal history record information. UNAUTHORIZED USE OR DISCLOSURE OF THE INFORMATION CONTAINED IN THIS RECORD MAY RESULT IN SEVERE CRIMINAL PENALTIES. SEE SECTION 411.085 OF THE TEXAS GOVERNMENT CODE.

CRIME RECORDS SERVICE
P.O. BOX 4143
AUSTIN, TEXAS 78765-4143
PHONE 512-424-5079

TEXAS DEPARTMENT OF PUBLIC SAFETY COMPUTERIZED CRIMINAL HISTORY (Version 0.39 pdf)

THE FOLLOWING RECORD PERTAINS TO DPS NUMBER TX 18115447

THE FOLLOWING PERSON HAS NO CRIMINAL HISTORY RECORD AT THE STATE OF TEXAS DPS AS OF 04-28-2023

NAME(S)
SMITH,RAYMOND WORTH



FBI NUMBER	**DPS NUMBER**	
SOCIAL SECURITY	**DRIVERS LICENSE**	**ID NUMBER**
MISCELLANEOUS NUMBERS State Board of Public Accountancy TEXAS LOTTERY-BINGO		
SEX MALE	**RACE** WHITE	**SKIN TONE** UNKNOWN
HEIGHT 510	**WEIGHT** 185	**DATE OF BIRTH**
HAIR COLOR Sandy	**EYE COLOR** HAZEL	**FINGERPRINT PATTERN**
AFIS FINGERPRINT	**RIDGE COUNT**	**PRIMARY CLASS**
PLACE OF BIRTH YY	**CITIZEN** US	
DNA N		
DATE OF REPORT 04-28-2023	**ORIGINATION DATE** 06-25-2019	**DATE OF LAST UPDATE** 04-27-2023

UNAUTHORIZED USE OR DISCLOSURE OF THE INFORMATION CONTAINED IN THIS RECORD MAY RESULT IN SEVERE CRIMINAL PENALTIES. SEE TEXAS GOVERNMENT CODE SECTION 411.085.
END OF REPORT

CERTIFICATION OF CRIMINAL HISTORY RECORD INFORMATION

STATE OF TEXAS
COUNTY OF TRAVIS

Pursuant to the authority contained in Rule 902, Sections 1 and 4, Texas Rules of Evidence, and Subchapter F, Chapter 411, Texas Government Code, I , Tanya Wilson, Supervisor, Criminal History Inquiry Unit, Access and Dissemination Bureau, Crime Records Division, Texas Department of Public Safety, do hereby certify I am the deputy custodian of the criminal history record information of Crime Records Division of the Texas Department of Public Safety. I further certify that there is no record on file with the search criteria which was supplied, or that I am legally authorized to produce, for the following:

Texas SID: **16312089**

TEXAS CRIMINAL HISTORY RECORD
FIKES,CATHY COUFAL
Date of Birth:

In Testimony Whereof, I hereunto set my hand and affix the seal of the Texas Department of Public Safety. Done at my office in Austin, Texas on this 26th day of April, 2023.

Tanya Wilson

Tanya Wilson, Supervisor
Criminal History Inquiry Unit
Access and Dissemination Bureau
Crime Records Division
Texas Department of Public Safety

To receive a full explanation on the procedures to challenge the criminal history record information contained in a Texas record please visit http://www.dps.texas.gov/administration/crime_records/pages/errorresolution.htm

TEXAS DEPARTMENT OF PUBLIC SAFETY

CRIMINAL HISTORY

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CRIME RECORDS SERVICE
P.O. BOX 4143
AUSTIN, TEXAS 78765-4143
PHONE 512-424-5079

TEXAS DEPARTMENT OF PUBLIC SAFETY COMPUTERIZED CRIMINAL HISTORY (Version 0.39 pdf)

THE FOLLOWING RECORD PERTAINS TO DPS NUMBER TX 16312089

THE FOLLOWING PERSON HAS NO CRIMINAL HISTORY RECORD AT THE STATE OF TEXAS DPS AS OF 04-26-2023

NAME(S)
FIKES,CATHY COUFAL
COUFAL,CATHY KEM (AKA)
COUFAL,CATHY KIM (AKA)
FIKES,KIM (AKA)
FIKES,KIM C (AKA)



FBI NUMBER	**DPS NUMBER**	
SOCIAL SECURITY	**DRIVERS LICENSE**	**ID NUMBER**
MISCELLANEOUS NUMBERS TEXAS LOTTERY-BINGO		
SEX FEMALE	**RACE** WHITE	**SKIN TONE** UNKNOWN
HEIGHT 508	**WEIGHT** 125	**DATE OF BIRTH**
HAIR COLOR Blonde or Strawberry	**EYE COLOR** BROWN	**FINGERPRINT PATTERN**
AFIS FINGERPRINT	**RIDGE COUNT**	**PRIMARY CLASS**
PLACE OF BIRTH TX	**CITIZEN** US	
DNA N		
DATE OF REPORT 04-26-2023	**ORIGINATION DATE** 07-07-2016	**DATE OF LAST UPDATE** 04-25-2023

UNAUTHORIZED USE OR DISCLOSURE OF THE INFORMATION CONTAINED IN THIS RECORD MAY RESULT IN SEVERE CRIMINAL PENALTIES. SEE TEXAS GOVERNMENT CODE SECTION 411.085.
END OF REPORT

SID Number - TX 16312089

STATE OF ALABAMA

FOREIGN GENERAL PARTNERSHIP (GP)
STATEMENT OF PARTNERSHIP AUTHORITY

PURPOSE: To register with the Secretary of State prior to transacting business in Alabama pursuant to Section 10A-1-7.04 of the *Code of Alabama 1975.*

INSTRUCTIONS: **Mail 2 copies of this completed form along with a self-addressed, stamped envelope to:**
***Secretary of State, Business Services, P.O. Box 5616, Montgomery, Alabama 36103.**
*Include a check, money order, or credit card payment for the **$150.00** processing fee.
*The entity will not be registered if the credit/debit card does not authorize and will be removed from the index if the check is dishonored ($30 fee).

This form must be typed and will not be accepted via email.

☑ For Profit General Partnership ☐ Non-Profit General Partnership

1. Partnership's full legal entity name in jurisdiction of formation:

   Cefco A Partnership

2. The name of the foreign entity for use in Alabama. You may use a fictitious name **only** if the legal entity name of the Partnership above is not available in Alabama or the name does not comply with Article 5 of Title 10A. The name mus contain the word "General Partnership", "GP", "G.P." OR "Not For Profit General Partnership", "NGP", "N.G.P." and satisfy the requirements of 10A-1-7.07.

   Cefco A General Partnership

3. If a fictitious name is used the undersigned certifies the resolution of the General Partnership's governing authority to adopt the fictitious name for use in Alabama and affirms the authority to make such a certification under 10A-1-7.07.

4. ***A copy of the Name Reservation received from the Office of the Alabama Secretary of State must be attached.***

5. State/country of formation: Texas

6. Full date of formation (MM/DD/YYYY): 12 / 31 / 1981

This form was prepared by: (type name and full address)

James B Pittman, Jr. P.C.
Post Office Box 2525
Daphne, AL 36526

(For SOS Use Only)

Alabama
Sec. Of State

New Entity
001-081-318 FGP
Date 5/25/2023
Time 16:09
230525 5 Pg

File $150.00
County $.00
Total $150.00
05/019

FOREIGN GENERAL PARTNERSHIP (GP)
STATEMENT OF PARTNERSHIP AUTHORITY

7. Street (No PO Boxes) address of principal office in the state/country of formation: 6261 Central Pointe Pkwy Temple, TX 76504

   Mailing address (if different from street address): Post Office Box 1287 Temple, TX 76503

8. Name of the registered agent in Alabama (must be physically located in Alabama):

   James B Pittman, Jr. P.C.

   Street (No PO Boxes) address of the registered office in Alabama: 2206 N Main St Daphne, Al 36526

   Mailing address of registered office in Alabama (if different from street address): Post Office Box 2525 Daphne, Al 36526

9. The foreign entity began or will begin transacting business in Alabama (a date must be provided):

   Began or will begin doing business: 7 / 1 / 23 (MM/DD/YYYY)

10. This Partnership is formed/registered for the purpose of carrying out a for profit business in accordance with 10A-8A-2.01(a)(1) OR a not for profit activity in accordance with 10A-8A-2.01(a)(2) and has two or more partners.

11. The names and mailing addresses for each of the partners, or an agent appointed and maintained by the partnership that shall maintain a list of the names and mailing addresses of all the partners and make it available to any person on request for good cause shown, must be attached (10A-8A). (See page 3). Add additional pages if necessary to include all partners information.

12. The undersigned certify that this foreign entity is a valid existing general partnership in the state/country of formation named in item 5 above.

FOREIGN GENERAL PARTNERSHIP (GP)
STATEMENT OF PARTNERSHIP AUTHORITY

Under Section 10A-8A-2.03: except as specifically provided otherwise in the Code of Alabama, a statement filed by a partnership must be executed by at least two partners. Additional partners may sign.

05/24/2023
Date (MM/DD/YYYY)

Fikes Investors, Inc.
Typed name of partner signing document

R W Smith, President
Signature of Partner

05/24/2023
Date (MM/DD/YYYY

Fikes Investors, Inc. No. 2
Typed name of partner signing document

R W Smith, President
Signature of Partner

ATTACH ADDITIONAL NAMES AND MAILING ADDRESSES IF NECESSARY:

The name of Agent for Partnership (see item #11) Raymond Smith

Mailing address of Agent: Post Office Box 1287 Temple, TX 76503

The name of Partner: Fikes Investors, Inc.

Mailing address of Partner: Post Office Box 1287 Temple, TX 76503

The name of Partner: Fikes Investors, Inc. No.2

Mailing address of Partner: Post Office Box 1287 Temple, TX 76503

Additional Partners

Fikes Investors, Inc. No. 3 PO Box 1287 Temple, TX 76503

Alabama
Sec. Of State

New Entity
001-081-318 FGP
Date 5/25/2023
Time 16:09
230525 5 Pg

File $150.00
County $.00
Total $150.00
05/019

WES ALLEN
SECRETARY OF STATE

ALABAMA STATE CAPITOL
MONTGOMERY, AL 36130

STATE OF ALABAMA

I, Wes Allen, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

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

Cefco A General Partnership

The legal name of the entity in the jurisdiction of formation is Cefco A Partnership. This name reservation is for the exclusive use of James B. Pittman, Jr., Post Office Box 2525, Daphne, AL 36526 for a period of one year beginning May 16, 2023 and expiring May 16, 2024.

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

May 16, 2023
Date

Wes Allen **Secretary of State**

RES092091

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

CEFCO A Partnership

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☑ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6261 Central Pointe

Requester's name and address (optional)

6 City, state, and ZIP code

Temple, Texas 76504

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

7	4	–	2	2	2	8	7	9	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 4/24/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

2023

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

CEFCO A PARTNERSHIP
DBA CEFCO

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R006162867	01/1/2023	12/31/2023

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

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman
Deputy Commissioner

NAICS CODE: 457110

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

10654 AIRPORT BLVD MOBILE AL 36608-9540
18983 GREENO RD FAIRHOPE AL 36532-7054
210 W PUSHMATAHA ST BUTLER AL 36904-2540
21485 STATE HIGHWAY 59 ROBERTSDALE AL 36567-6707
22023 US HIGHWAY 98 FOLEY AL 36535-5470
22772 US HIGHWAY 98 FAIRHOPE AL 36532-6372
2704 SPRING HILL AVE MOBILE AL 36607-2918
29626 STATE HIGHWAY 181 DAPHNE AL 36526-9546
31821 US 43 THOMASVILLE AL 36764-0000
3665 GULF SHORES PKWY GULF SHORES AL 36542-2721
4934 SCHILLINGER RD S MOBILE AL 36619-5310
52668 US HIGHWAY 31 PERDIDO AL 36562-3084
8101 N HICKORY ST LOXLEY AL 36551-3130
985 SCHILLINGER RD S MOBILE AL 36695-9804
DBA CEFCO #402
DBA CEFCO #403
DBA CEFCO #404
DBA CEFCO #405
DBA CEFCO #406
DBA CEFCO #430
DBA CEFCO #433
DBA CEFCO #435
DBA CEFCO #444
DBA CEFCO #485
DBA CEFCO #487

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

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

LEGAL DESCRIPTION OF PROPERTY
REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork
See Attached Lease

Ownership Type	Company Name

The above described property is ☐ Owned ☑ Leased to/by **CEFCO, A Partnership**

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

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

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

Sworn to and subscribed before me this **18th** day of **December** 20 **23**

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Shauna B Mosley	Shauna B Mosley	5/26/24

Notary Stamp

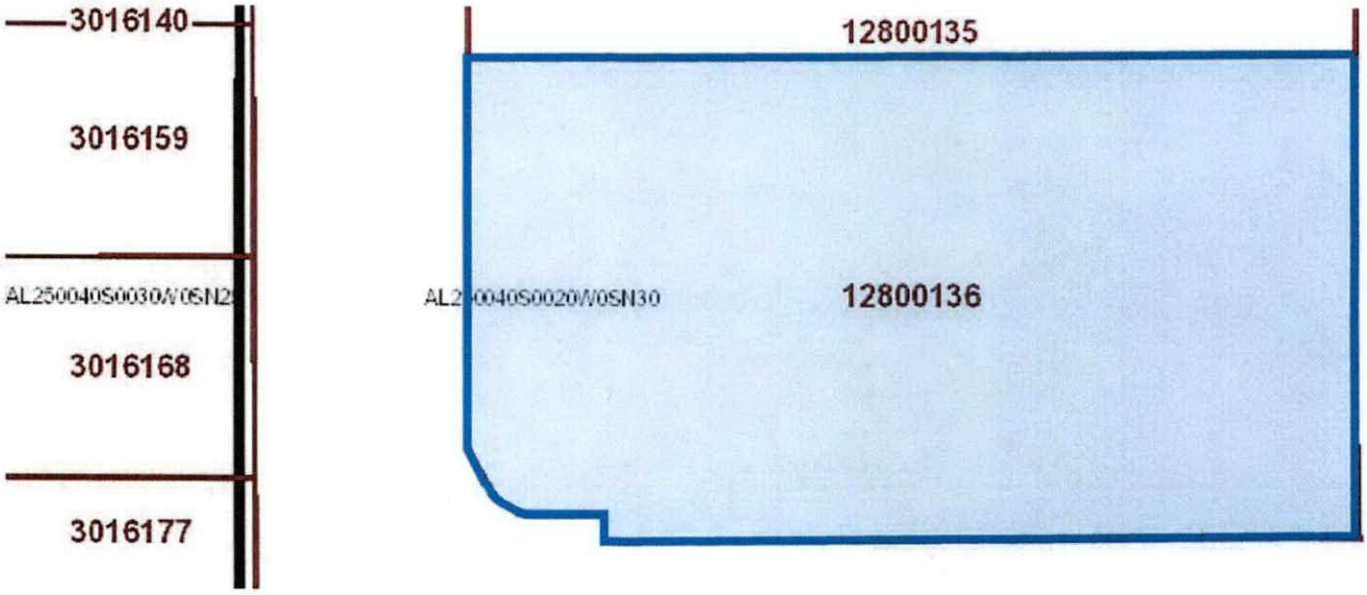
SHAUNA B. MOSLEY NOTARY PUBLIC ALABAMA STATE AT LARGE

Owner of Property (Print Name)	Applicant Name (Print Name)
Fikes Wholesale Inc.	CEFCO, a partnership
Owner of Property (Signature)	Applicant Name (Signature)
Street Address	Street Address
6261 Central Pointe Pkwy	**985 Schillinger Rd**
City, State, Zip	City, State, Zip
Temple TX 76504	**Mobile Al 36608**
Date Agreement Signed	Date Agreement Signed
12/18/23	12/18/23

Mobile County Property Search

Key Number: 12800136 For Year 2023

Map



Property Details

Account	
Key Number:	12800136
Legal Description:	LOT 3C RESUBDIVISION OF LOT 3 BREWER CENTER SUBDIVISION INSTRUMENT NUMBER 2021077859
Parcel Number:	2809302000001022
Type:	Real
Property Class:	2
Location	
Address:	
Owner	
Name:	HITTSCH LLC
Mailing Address:	PO BOX 7475 MOBILE , AL 36670-0475
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Information for address:
985 SCHILLINGER RD S

- **Parcel Information:**

Key / ID:
12800136 / R022809302000001.022
Owner:
Hittsch Llc
Po Box 7475

Mobile, Al 36670

Subdivision:
Resubdivision of Lot 3 Brewer Center Subdivision

- **Jurisdiction:**
City of Mobile

- **Neighborhood Renewal District:**

- **Revenue District:**
6

- **Township/Range/Section:**
4s2w30

- **Tract Census 2010:**
006405

- **Zipcode:**
Mobile

- **Historic District:**
N/A

- **XY Location(NAD83 State Plane Al West 102 Ft):**
X: 1740696.158
Y: 244005.282

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

Services:

- **Fire District:**
Fire Station 26 Public Safety Complex

- **Garbage Pickup Day:**
Tuesday-West - Route Annex

- **Police Precinct / Beat:**
Precinct - 4 / Beat - 45a

- **Trash Pickup Day/ Unit:**
Friday North - biweekly / Td-13

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



Political:

- **City Council District:**
6 - Josh Woods

- **County Commissioner District:** 3

- **State House District:** 100

- **State Senate District:** 34

School:

- **Elementary School District:**
Orourke

- **High School District:**
Davidson

- **Middle School District:**
Causey

- **School Board District:** 5

Hurricane / Flooding Information:

Please note the information given is a risk assessment, not a fact that your home will or will not flood.

- **Hurricane Evacuation Zones :**
Zone 3

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

- **Storm Surge Category:** N/A

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

LEASE AGREEMENT

LANDLORD

FIKES WHOLESALE, INC., A TEXAS CORPORATION

TENANT

CEFCO, A PARTNERSHIP

PREMISES LOCATION

985 SCHILLINGER RD S
MOBILE, AL 36608

located in Mobile County, Alabama

TAX PARCEL #2809302000001022

LEASE AGREEMENT

ARTICLE I: BASIC TERMS

Effective Date: June 1, 2023

Landlord: **FIKES WHOLESALE, INC., a Texas corporation**

Landlord's Mailing Address: P.O. Box 1287
Temple, Texas 76503

Tenant: **CEFCO, a partnership**

Tenant's Mailing Address: 6261 Central Pointe Parkway
Temple, Texas 76504

Premises: The Premises are that certain real property at 985 SCHILLINGER RD S Mobile, Mobile County, Alabama 36608 more particularly described in EXHIBIT A attached hereto and made a part hereof, and include all improvements located or to be constructed on such real property and all appurtenances thereto.

Base Rent: None.

Term: Ten years beginning on the Commencement Date, subject to being extended pursuant to the three, ten-year renewal options set forth in this Lease.

Commencement Date: The date upon which the improvements have been substantially completed and the Certificate of Occupancy for the Premises has been issued by the appropriate authorities.

Termination Date: The last day of the month ten years following the Commencement Date, unless extended as provided in this Lease.

Security Deposit: None.

ARTICLE II: LEASING, RENT, TERM, USE, PROPERTY CONDITION

2.01. LEASING OF PREMISES. Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord under the terms and provisions of this Lease Agreement (the "**Lease**"). Landlord shall deliver possession of the Premises to Tenant on or before the Commencement Date.

2.02. RENT PAYMENTS. Tenant shall pay to Landlord the additional rent described in Section 2.03 below, commencing on the Commencement Date and payable at Landlord's Mailing Address set forth above. Partial months shall be prorated. The additional rent described in this Lease and any reimbursements to be paid by Tenant under this Lease are collectively referred to in this Lease as the "rent". If any rent payment or other sum due by Tenant to Landlord is received by Landlord later than the tenth (10th) day of each calendar month, Tenant shall also promptly pay to Landlord a late charge equal to the lesser of (a) 5% of such rent payment or other sum, or (b) the maximum late charge allowed by applicable law. Late charges shall be considered liquidated damages for Landlord's time, inconvenience, and administrative and overhead costs (except for attorneys' fees and litigation costs) in collecting late rent. Landlord's acceptance of late rent or other sum shall not constitute permission for Tenant to pay the rent or other sum late thereafter and shall not

EXECUTED to be effective as of, although not necessarily on, the Effective Date set forth above.

LANDLORD

FIKES WHOLESALE, INC., a Texas corporation

By: _____
Kim C. Fikes, CAO

TENANT

CEFCO, a partnership

By: Fikes Investors, Inc., a Texas corporation, a General Partner

By: _____
Raymond W. Smith, President

By: Fikes Investors, Inc. No. 2, a Texas corporation, a General Partner

By: _____
Raymond W. Smith, President

By: Fikes Investors Inc. No. 3, a Texas corporation, a General Partner

By: _____
Raymond W. Smith, President

DESCRIPTION OF PREMISES

(EXHIBIT A to LEASE AGREEMENT)

The real property located at 985 Schillinger Rd S Mobile, Mobile County, Alabama 36608 (more particularly described below), and all buildings, fixtures and improvements located thereon and appurtenances thereto.

TAX PARCEL NUMBER OF REAL PROPERTY: 2809302000001022

LEGAL DESCRIPTION OF REAL PROPERTY:

Lot 3C, Resubdivision Plat Brewer Center Subdivision, Lot 3, as shown on the Plat thereof recorded in instrument #2023001732, of the records in the Office of The Judge of Probate of Mobile County, Alabama.

Together with those certain easements granted by Declaration of Easements, Covenants, And Restrictions dated January 10, 2018 and recorded in Book LR7594, Page 456 and amended by Amendment to Declaration of Easements, Covenants, And Restrictions dated May 29, 2018 and recorded in Book LR7640, Page 1765.

NOTICE!

Notice is herby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL WINE (OFF PREMISES ONLY)

Legal Business Name

CEFCO A PARTNERSHIP

Trade Name (DBA)

CEFCO #444

Location Address

985 SCHILLINGER ROAD SOUTH **MOBILE AL 36608**

Application Number

2023 - 5630

Post Date

12/21/2023

That public hearing on said application has been set before the City Council @ 1030am on Tuesday

January 2, 2024

Date

at the Government Plaza Auditorium (1st floor) located at 205 Government Street, Mobile Alabama. Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the City of Mobile City Clerk Office

Applicant Signature

Revenue Dept Representative

R Shawn Skinner

In accordance to City of Mobile Code , the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

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

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

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

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

Legal Business Name	Trade Name (DBA)
CEFCO, A Partnership	CEFCO #444

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
985 Schillinger Rd	Mobile	Al	36608

Business Contact Person Information

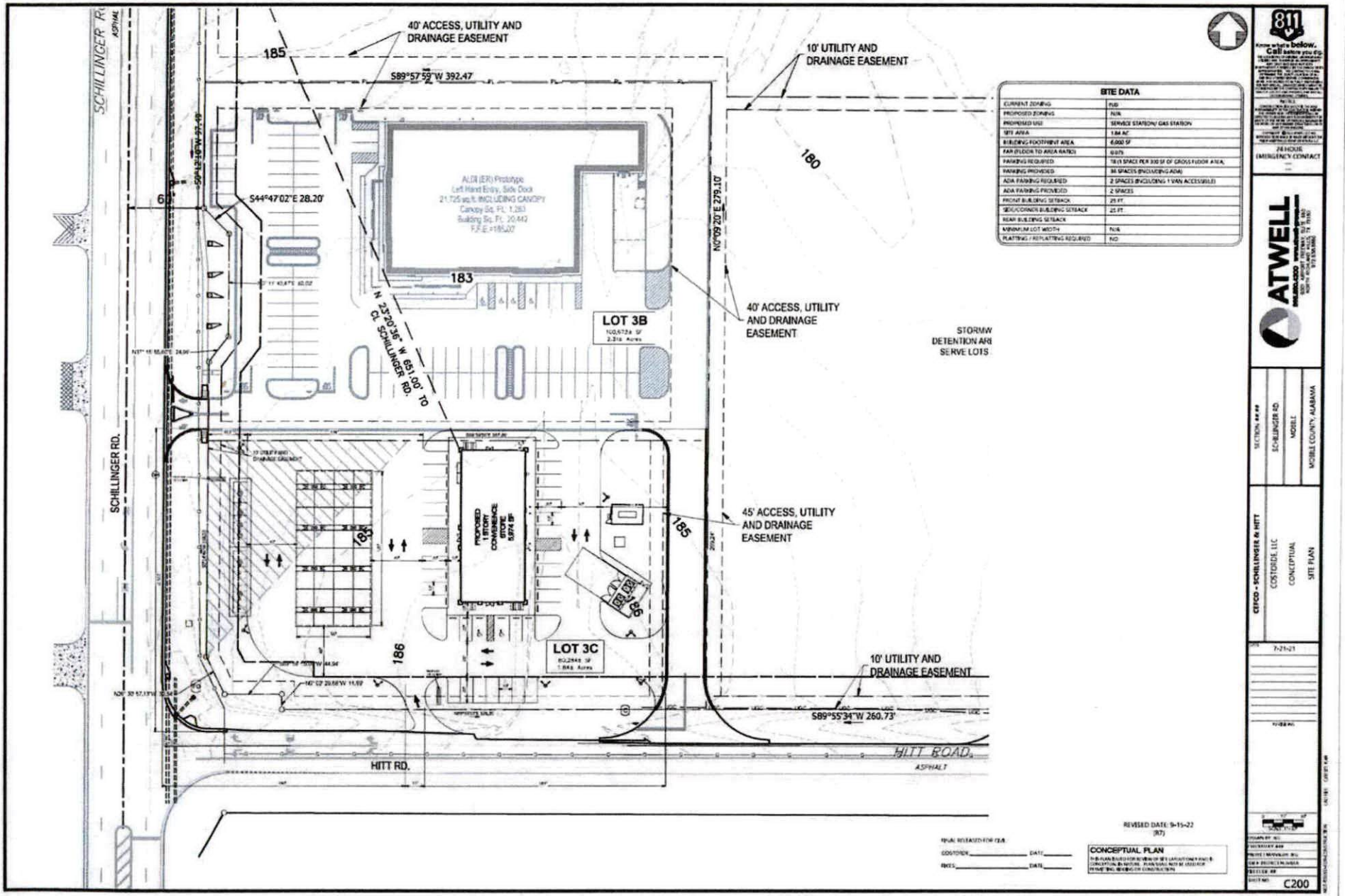
Name	Title	Phone	Email
Jon Archer	Attorney In Fact	(251) 626-7704	jon@jbplaw.com

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
6,000	34	20	✓	B-3	✓

Comments

Print Name	Signature	Date
CALDWELL C. WHISTLER	Caldwell C. Whistler	12-21-2023


40' ACCESS, UTILITY AND DRAINAGE EASEMENT
10' UTILITY AND DRAINAGE EASEMENT
185
S89°57'59"W 392.47
180
N0°09'20"E 279.10'
S44°47'02"E 28.20'
183
LOT 3B
40' ACCESS, UTILITY AND DRAINAGE EASEMENT
STORMW DETENTION AR SERVE LOTS
N 23°20'36" W 651.00' TO CL SCHILLINGER RD.
SCHILLINGER RD.
45' ACCESS, UTILITY AND DRAINAGE EASEMENT
LOT 3C
186
10' UTILITY AND DRAINAGE EASEMENT
S89°55'34"W 260.73'
HITT RD.
HITT ROAD
ASPHALT
SITE DATA
CURRENT ZONING
PROPOSED ZONING
PROPOSED USE
SITE AREA
BUILDING FOOTPRINT AREA
FAR (FLOOR TO AREA RATIO)
PARKING REQUIRED
PARKING PROVIDED
ADA PARKING REQUIRED
ADA PARKING PROVIDED
FRONT BUILDING SETBACK
SIDE/CORNER BUILDING SETBACK
REAR BUILDING SETBACK
MINIMUM LOT WIDTH
PLATTING / REPLATTING REQUIRED
811
Know what's below. Call before you dig.
24 HOUR EMERGENCY CONTACT
ATWELL
CEFCO - SCHILLINGER & HITT
COSTORDE, LLC
CONCEPTUAL
SITE PLAN
SCHILLINGER RD
MOBILE
MOBILE COUNTY, ALABAMA
7-21-21
REVISED DATE: 9-15-22
CONCEPTUAL PLAN
C200

ITEM #	DESCRIPTION	MANUFACTURER	MODEL #	FURNISHED BY	INSTALLED BY
1	BEER CAVE	KPS	PDT3330	G.C.	G.C.
2	CONDENSING UNIT	HEATCRAFT	MGD22HMHCP	G.C.	G.C.
3	EVAPORATOR	HEATCRAFT	SPE183BEE	G.C.	G.C.
4	DOORS	ANTHONY	1032323 LED	G.C.	G.C.
5	3 DOOR FREEZER	ICS	PDT1030	G.C.	G.C.
6	CONDENSING UNIT	HEATCRAFT	MGD25HMHCP	G.C.	G.C.
7	EVAPORATOR	BOHN	UET1B0BEK	G.C.	G.C.
8	N/A				
9	CO2 BOTTLE			OWNER	G.C.
10	BAG-IN-BOX			OWNER	G.C.
11	FOUNTAIN FLAVOR PUSSIN	CORNELIUS	621B1644	OWNER	G.C.
12	FUEL MANAGEMENT			OWNER	G.C.
13	CASH REGISTER			OWNER	G.C.
14	CREDIT CARD			OWNER	G.C.
15	N/A				
16	N/A				
17	UNDER COUNTER SAFE	AMPCR	LS 7030	OWNER	G.C.
18	FILTER SYSTEM	EVERPURE	EV932906	OWNER	G.C.
19	TEA BREWER (TO BE REMOVED BEFORE PURCHASE)	BUNN	52000.0000	OWNER	G.C.
20	BUCK BOOST FOR #15	ADPC ELECTRIC	T-1-81251	OWNER	G.C.
21	SANDWICH PRESS	WOLLMITH	40752	OWNER	G.C.
22	PAGERS (BOHN)	CORNELIUS	VIBES 3 (2139001A2	OWNER	G.C.

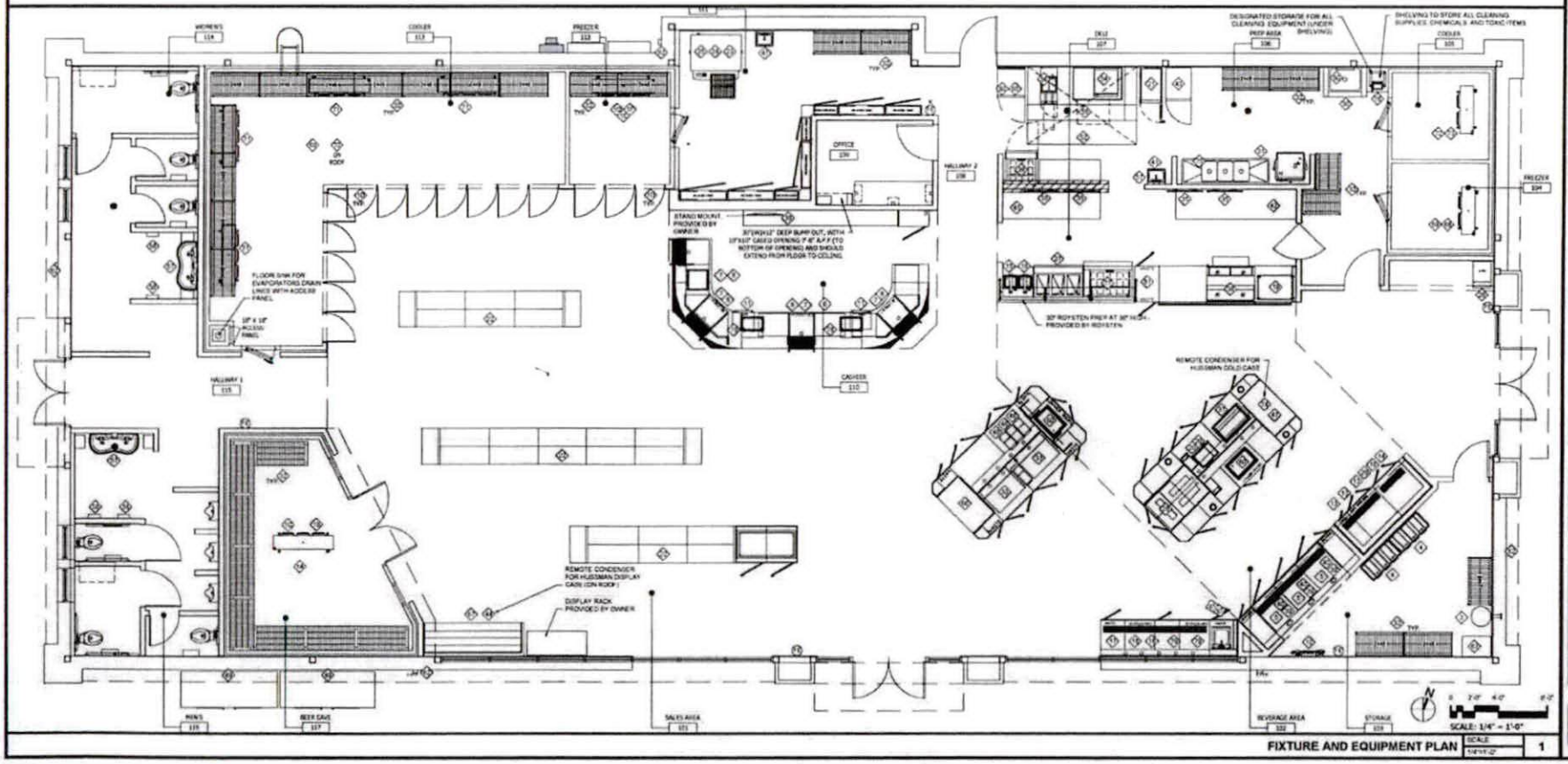
ITEM #	DESCRIPTION	MANUFACTURER	MODEL #	FURNISHED BY	INSTALLED BY
23	CAPPUCCINO MACHINE	BUNN	39000.0000	OWNER	G.C.
24	ICE THIEN SH, COFFEE BREWER	BUNN		OWNER	G.C.
25	HEATED DISPLAY CASE	HATCO	GRFWS-1524Q	OWNER	G.C.
26	MICROWAVE	PANASONIC	NE-1054F	OWNER	G.C.
27	VECTOR MULTI COOK OVEN W/ DELUXE CONTROLS	ALTO-SHAM	VMC/HH DELUXE	OWNER	G.C.
28	SONORA SHELVING	CUSTOM OR EQUAL	AS PER PLAN/ SPECS	OWNER	G.C.
29	ICE MAKER	HOSHIZAKI	KM-1601SAJ	OWNER	G.C.
30	ICE MAKER CONDENSER	HOSHIZAKI	URC-22F	OWNER	G.C.
31	ICE BAGGER	KLOPPENBERG	DISP-1000	OWNER	G.C.
32	ATM	ANY CARD		OWNER	G.C.
33	HOT FOOD TABLE	RANDELL	9513	OWNER	G.C.
34	5 SOLID BAKERY CASE	ROYSTON			
35	FROZEN UNDERCOUNTER BEVERAGE MACHINE	BUNN	34000.0020	OWNER	G.C.
36	MOP SINK	ADVANCE	9-SF-28	G.C.	G.C.
37	3 COMP. SINK (DUAL MODE/HAND SINK)	ADVANCE		G.C.	G.C.
38	STORAGE SHELVING	APCO	APCO 12	OWNER	G.C.
39	HOT DOG GRILL	STAR	75V/SDX	OWNER	G.C.
40	N/A				
41	TV SCREEN			OWNER	G.C.
42	REFRIGERATOR PREP	TRUE FOOD	TYP 32-12H	OWNER	G.C.
43	REFRIGERATED COUNTERTOP DISPLAY	WOLLMITH	40662	OWNER	G.C.
44	HEATED DISPLAY CASE	ALTO SHAM	1502-40 SS	OWNER	G.C.
45	ICE MAKER	HOSHIZAKI	KD-330MRH-E	OWNER	G.C.

ITEM #	DESCRIPTION	MANUFACTURER	MODEL #	FURNISHED BY	INSTALLED BY
46	ICE MAKER CONDENSER	HOSHIZAKI	URC-5F	OWNER	G.C.
47	HAND SINK	ADVANCE	7-PS-68	G.C.	G.C.
48	10' STAINLESS TABLE			OWNER	G.C.
49	HEATED LOW TEMP. HOLDING CABINET	ALTO SHAM	500-2D	OWNER	G.C.
50	CONDENSING UNIT	KRACK	HPST-020-R-HE 10T	OWNER	G.C.
51	8' STAINLESS TABLE			OWNER	G.C.
52	CHILI/CHEESE	GEVE'S		OWNER	G.C.
53	COLD CASE	HUSSMAN	SM-05-2H-8	OWNER	G.C.
54	N/A				
55	ICE MERCHANDISER	POLAR TEMP	600AD	OWNER	G.C.
56	TANKLESS WATER HEATER	RHEEM	RTGH-CM850DV-N	G.C.	G.C.
57	N/A				
58	TYPE 1 8' HOOD WITH SUPPRESSION SYSTEM	CAPTIVE AIRE	3604600-2-ACF SS-F	OWNER	G.C.
59	N/A				
60	GAS GRIDDLE	STAR	836TA (MTL)	OWNER	G.C.
61	DRAWERED REFRIGERATOR	TRUE FOOD	TRCB-48	OWNER	G.C.
62	DUAL FRYER	FRYMASTER	12RH22SSD	OWNER	G.C.
63	TANKLESS WATER HEATER	EEMAX	EE36 TC (MTL) EE36DVCE Q-675A	G.C.	G.C.
64	HAND DRYER	WORLD DRYER CORP	AIRFLOW-5	G.C.	G.C.
65	CONDENSING UNIT	HUSTAVAIR	MGD07516HCP	G.C.	G.C.
66	DROP-IN REFRIGERATOR	KING WYOTT	CW-1	OWNER	G.C.
67	HAND SINK	EAGLE GROUP	SF18-14-15T-1	G.C.	G.C.
68	EAGWASH HOSE RE-RM			OWNER	G.C.

ITEM #	DESCRIPTION	MANUFACTURER	MODEL #	FURNISHED BY	INSTALLED BY
69	EAGWASH WASH RE-RM			OWNER	G.C.
70	N/A				
71	BREADING STATION			OWNER	G.C.
72	HEATED MERCHANDISER	HUSSMAN	SM-05-2H-HEC 10-DK	OWNER	G.C.
73	REMOTE DISPLAY COLD CASE	HUSSMAN	535	OWNER	G.C.
74	EVAPORATOR	HEATCRAFT	LET2008EK	G.C.	G.C.
75	WALK IN COOLER	ICS	PDT 1020	G.C.	G.C.
76	CONDENSING UNIT	HEATCRAFT	MGD06HMHCP	G.C.	G.C.
77	EVAPORATOR	BOHN	ADT12GAEK	G.C.	G.C.
78	CONDENSING UNIT	HEATCRAFT	MGD05HMHCP	G.C.	G.C.
79	EVAPORATOR	BOHN	ADT07GAEK	G.C.	G.C.
80	CONDENSER	KRACK	HPSS-030-HER -RR-R	OWNER	G.C.
81	DISHWASHER	CHAMPION	DH-6000	OWNER	G.C.
82	MOP BURNT			OWNER	G.C.
83	SANDWICH PREP. 93" FLAT LED	TRUE	TSSU-48 (SM-S-HC	OWNER	G.C.
84	HEATED DISPLAY MERCHANDISER	ANDERSTROM	GRWN-1502	OWNER	G.C.
85	25H STAND	BUNN	27975.0000	OWNER	G.C.
86	MERATOP REFRIGERATED	TRUE	TWT-27-HC	OWNER	G.C.
87	BOHA LABEL PRINTER	TRANSACT		OWNER	G.C.

GENERAL NOTES

1. GENERAL CONTRACTOR TO COORDINATE WORK AND PROVIDE FINAL MECHANICAL & ELECTRICAL HOOK-UPS TO ALL EQUIPMENT AS REQUIRED. EQUIPMENT SUPPLIERS TO MATCH THESE PLANS FOR FLOOR SINK AND/OR DRAIN LOCATIONS
2. GENERAL CONTRACTOR TO VERIFY WALK-IN COOLERS SIZE, MANUFACTURER, & POWER REQUIREMENTS
3. GENERAL CONTRACTOR SHALL PROVIDE SOLID WOOD BLOCKING BETWEEN STUDS FOR SUPPORT OF ALL WALL HUNG FIXTURES, WATER LINES SHELVES, ETC
4. ALL DIMENSIONS TO BE VERIFIED PRIOR TO EQUIPMENT FABRICATION.
5. LIGHTS: 12W/ POST
   DOOR & FRAME HEATER: 4 24A, 2 DOOR 30x78 (4.5kW TOTAL)
   16.5A, 8 DOOR 30x78 (17.6A TOTAL)
6. 120V - 3x0.9A/36W (1) FAN MOTOR/DOOR
   - 0.45A/54W LIGHTING
   - 1.5A/220W DOOR HEATERS
   208V - 4.95V/330W DEFROST
7. COORDINATE WITH EQUIPMENT MANUFACTURER FOR RECEPTACLE REQUIREMENTS
8. PROVIDE 40A, 3W + GND EQUIPMENT CORD AND PLUG WITH MATCHING RECEPTACLE
9. REFER TO EQUIPMENT CUT-SHEETS FOR SPECIFICATIONS AND ELECTRICAL REQUIREMENTS



FIXTURE AND EQUIPMENT PLAN — SCALE: 1/4" = 1'-0" — 1

HARVEY GANDLER
ARCHITECT
250 WACKER LANE
MOBILE, ALABAMA 36608
TELEPHONE: 251-342-1437
HARVEY M. GANDLER
AL REG. NO. 899

NO	ISSUED PERMIT COMMENTS - REV 1	DATE
1	ISSUED FOR PERMIT	

INFINITY
INFINITY ENGINEERING GROUP, LLC
1208 East Kennedy Boulevard
Suite 230
Tampa, Florida 33602
(p) 813.434.4770
(f) 813.445.4311
www.ingroup.net

Client Name and Address
CEFCO

Project Name and Address
CEFCO #430 - GULF SHORES
HWY 59 & CR 12
GULF SHORES, BALDWIN COUNTY, AL

Sheet Title
FIXTURE AND EQUIPMENT PLAN

Project No. 2120.08.00
Date AS NOTED
Scale AS NOTED
Sheet A3.0

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Submitted by:

Donna G. Bryars, Comptroller

Sponsored by:

Councilmember Cory Penn

Purpose and Scope of Project:

Funds will be used to assist with the Annual Black History Luncheon on Friday, February 29, 2023.

Amount of Contract:

$800.00

Funding Source

Project # DSC-01/10041020-42080	**Discretionary Funds** DSC-01
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	12/18/2023 - 11:16 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Submitted by:

Donna G. Bryars, Comptroller

Sponsored by:

Mayor William Stimpson

Purpose and Scope of Project:

Funds will be used to assist with its purpose of assisting underserved families during the Christmas holidays within the Africatown and Camp Ground communities

Amount of Contract:

$2,000.00

Funding Source

Project # DSC-08/10040580-42080 **Discretionary Funds** DSC-08

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - AFRICATOWN COMMUNITY DEVELOPMENT CORPORATION	Cover Memo	12/21/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	12/21/2023 - 12:40 PM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Mayor William S. Stimpson*

WHEREAS, *Mayor Stimpson wishes to appropriate **$2,000.00** to Africatown Community Development Corporation, from their discretionary funds*; and

WHEREAS, *Africatown Community Development Corporation,* 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 Africatown Community Development Corporation*, will be used to assist with its purpose of assisting underserved families during the Christmas holidays within the Africatown and Camp Ground communities.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$2,000.00** to Africatown Community Development Corporation, 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:1/2/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	12/28/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/28/2023 - 12:41 PM

A RESOLUTION APPROVING, SOLELY FOR PURPOSES OF SECTION 147(F) OF THE INTERNAL REVENUE CODE AND SECTION 163.01, FLORIDA STATUTES, THE ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS BY CAPITAL TRUST AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $350,815,000; RECOGNIZING THAT THE CITY OF MOBILE, ALABAMA IS NOT RESPONSIBLE FOR ISSUING THE MULTIFAMILY HOUSING REVENUE BONDS AND HAS NO FINANCIAL OBLIGATION TO PAY ANY PRINCIPAL OF OR INTEREST ON THE MULTIFAMILY HOUSING REVENUE BONDS; MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE

Sponsored by: Councilmember Josh Woods

WHEREAS, the City of Mobile, Alabama (the "**City**") is a duly organized and validly existing municipal corporation under the laws and Constitution of the State of Alabama (the "**State**"); and

WHEREAS, Capital Trust Authority (the "**Issuer**") is a public agency of the State of Florida; and

WHEREAS, the Borrowers and the Sole Member, each as defined below, have asked the Issuer to issue tax-exempt bonds, in one or more series under a plan of financing, as "qualified 501(c)(3) bonds" (as defined in section 145 of the Internal Revenue Code of 1986, as amended (the "**Code**")) in an aggregate maximum stated principal amount not to exceed $350,815,000 (the "**Bonds**") for the purpose of providing funds to finance and/or refinance the Projects, as defined below, and the Issuer has granted such request; and

WHEREAS, pursuant to Section 147(f) of the Code, prior to their issuance, tax exempt bonds, such as the Bonds, issued by the Issuer in one or more series to finance and/or refinance the acquisition, renovation and equipping of residential rental facilities for individuals and families of low and moderate income located in the State of Alabama and the State of Florida, as more specifically identified on **Exhibit A** attached hereto (each a "**Project**" and collectively the "**Projects**"), which will be owned by the borrowers identified in **Exhibit A**, attached hereto (collectively, the "**Borrowers**"), the sole member of each of which is The Affordable Housing Preservation Corporation, a Florida not for profit corporation and an organization exempt from federal income tax by virtue of being an organization described in Section 501(c)(3) of the Code (the "**Sole Member**"), must be approved by the applicable elected representative (as defined under Section 1.147(f)-1 of the U.S. Treasury Regulations) of the governmental unit within whose boundaries each Project is to be located; and

WHEREAS, in order to issue the Bonds to finance and/or refinance the Mobile, Alabama Projects (as defined below), the Issuer requires the City's approval for purposes of Section 163.01, Florida Statutes (the "**Florida Interlocal Cooperation Act**"); and

WHEREAS, AHPC Inverness Lakes 2021 LLC, a Delaware limited liability company, and AHPC Lakeview at Cottage Hill 2021 LLC, a Delaware limited liability company (collectively, the "**Mobile, Alabama Borrowers**"), have requested that the City approve the financing and/or refinancing of the Inverness Lakes Project and the Lakeview at Cottage Hill Project described in **Exhibit A**, each of which is located within the corporate limits of Mobile, Alabama (collectively, the "**Mobile, Alabama Projects**"), and the issuance of the Bonds (with up to a maximum amount of $118,389,404 of which will

be allocable to the Mobile, Alabama Projects) in order to satisfy the requirements of Section 147(f) of the Code; and

WHEREAS, the Mobile, Alabama Borrowers have further represented to the City that the proceeds from the sale of the Bonds will be loaned to the Borrowers; and

WHEREAS, the Bonds will be payable solely from revenues of the Borrowers, and the City will have no obligation whatsoever for the payment of the Bonds and the Bonds will not constitute an indebtedness or an obligation of the City within the meaning of any constitutional or statutory debt limitation, or a charge against the general credit or taxing powers of the City; and

WHEREAS, as a prerequisite for the issuance of the Bonds by the Issuer, a public hearing was held by a representative of the Issuer (the "**Hearing Officer**") on behalf of the City Council, as the governing body of the City, on January 8, 2024 (the "**Hearing**"), after publication in the Call News on December 27, 2023, at which members of the public were offered an opportunity to express their views with respect to the issuance of the Bonds, as described in the Public Hearing Officer Certificate, attached hereto as **Exhibit B** (the "**Public Hearing Officer Certificate**"); and

WHEREAS, the Public Hearing Officer Certificate indicates said public hearing disclosed no compelling reason why the Bonds should not be issued.

NOW, THEREFORE, BE IT RESOLVED by the City Council (the "**Council**") of the City of Mobile, Alabama, as follows:

SECTION 1. The Council hereby finds, determines and declares as follows:

A. The findings set forth in the preamble of this Resolution are incorporated by reference into the body of this Resolution as if fully set forth herein.

B. The Council has considered any views expressed, whether in writing or at the Hearing, prior to consideration of this Resolution.

C. The Council is the elected legislative body of the City, and the City has jurisdiction over the entire area in which the Mobile, Alabama Projects are located.

SECTION 2. The City Council hereby: (i) accepts the service of the Hearing Officer and the Public Hearing Officer Certificate; and (ii) approves the issuance of the Bonds in the maximum aggregate principal amount of $350,815,000 (with up to a maximum amount of $118,389,404 of which will be allocable to the Mobile, Alabama Projects) by the Issuer for financing and/or refinancing of the Projects, including the Mobile, Alabama Projects. It is the purpose and intent of the City that this Resolution constitutes approval by the City of Mobile, Alabama, for purposes of meeting the requirements of Section 147(f) of the Code of the issuance of the Bonds and the facilities to be financed and/or refinanced thereby and the City of Mobile, Alabama is one of the governmental unit(s) having jurisdiction over the area in which the Mobile, Alabama Projects are located.

SECTION 3. For the purposes of the Florida Interlocal Cooperation Act, the City Council authorizes the Issuer to issue the Bonds in the maximum aggregate principal amount of $350,815,000 (with up to a maximum amount of $118,389,404 of which will be allocable to the Mobile, Alabama Projects) and to loan the proceeds thereof to the Borrowers to finance or refinance the Project. The Issuer is hereby authorized to exercise all powers relating to the issuance of the Bonds vested in the City Council pursuant to the Constitution and the laws of the State and to do all things within the jurisdiction of the City which are necessary or convenient for the issuance of the Bonds and the financing or refinancing of the Project

to the same extent as if the City were issuing its own obligations for such purposes without any further authorization from the City to exercise such powers or to take such actions.

SECTION 4. The City shall have no liabilities for the payment of the Bonds or for any undertaking with respect thereto nor shall any of its assets be pledged to payment of the Bonds.

SECTION 5. This approval is not to be construed as (i) a representation or warranty by the City or the undersigned that the Bonds will be paid or that any obligations assumed by any of the parties will, in fact, be performed, (ii) a pledge of the faith and credit of or by the City. Further, the fact that the City has approved the Bonds as required by the Code may not, in any event, be used as a sales device with respect to the Bonds, or (iii) a representation or warranty by the City concerning the validity of the Bonds.

SECTION 6. This Resolution shall become effective immediately, upon its passage.

Adopted:

_____

City Clerk

EXHIBIT A

DESCRIPTION OF PROJECTS

Borrower Name	Project Name	Number of Units	Project Address	Project Jurisdiction
AHPC Verandas at Rocky Ridge 2021 LLC, a Delaware limited liability company	Verandas at Rocky Ridge	226	3741 Chestnut Ridge Lane, Birmingham, Alabama 35216	Jefferson County, Alabama
AHPC Inverness Lakes 2021 LLC, a Delaware limited liability company	Inverness Lakes*	498	6700 Cottage Hill Road, Mobile, Alabama 36695	Mobile, Alabama
AHPC Lakeview at Cottage Hill 2021 LLC, a Delaware limited liability company	Lakeview at Cottage Hill*		6550 Cottage Hill Road, Mobile, Alabama 36695	Mobile, Alabama
AHPC Crestview at Cordova 2021 LLC, a Delaware limited liability company	Crestview at Cordova	152	3500 Creighton Road, Pensacola, Florida 32504	Pensacola, Florida
AHPC Cordova Regency 2021 LLC, a Delaware limited liability company	Cordova Regency	213	4311 Bayou Boulevard, Pensacola, Florida 32503	Pensacola, Florida
AHPC Plantations at Pine Lake 2021 LLC, a Delaware limited liability company	Plantations at Pine Lake	224	1833 Halstead Boulevard, Tallahassee, Florida 32309	Tallahassee, Florida

*Operated together as a single Project.

CERTIFICATE OF PUBLIC HEARING OFFICER
REGARDING PUBLIC HEARING (INTERNAL REVENUE CODE SECTION 147(f))

I, the undersigned, do hereby make and execute this certificate for the benefit of all persons interested in the issuance of tax-exempt bonds by Capital Trust Authority (the "**Issuer**"), in one or more series under a plan of financing, as "qualified 501(c)(3) bonds" (as defined in section 145 of the Internal Revenue Code of 1986, as amended (the "**Code**")) in an aggregate maximum stated principal amount not to exceed $350,815,000 (the "**Bonds**").

I hereby certify as follows:

1. I am the duly appointed hearing officer for the public hearing that was telephonically held in connection with the proposed plan of finance including the issuance of the Bonds at the time and place indicated in the Notice of Public Hearing included in **Attachment A.**

2. No less than seven days before the date of the public hearing, notice of the public hearing was published in a newspaper of general circulation available to residents of Mobile, Alabama, as evidenced by the Affidavit of Publication of the Notice of Public Hearing attached hereto as **Attachment A.**

3. All persons appearing at the public hearing were given an opportunity to comment on the proposed plan of finance, including the issuance of the Bonds, and the projects to be financed by the plan of finance. No such persons appeared or made comments except as is set forth on **Attachment B** attached hereto.

4. After giving all interested persons an opportunity to appear and comment, the public hearing was declared closed.

WITNESS MY HAND this __ day of December, 2023.

By:_____
Hearing Officer

ATTACHMENT A
AFFIDAVIT OF PUBLICATION OF THE NOTICE OF PUBLIC HEARING

[Attached.]

Column

OFFICIAL AD PROOF

This is the proof of your ad scheduled to run in **Lagniappe Weekly** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(251) 450-4466**.

Notice ID: EyZxdo5NiGiJFXAi9Iov | **Proof Updated: Dec. 19, 2023 at 03:13pm CST**
Notice Name: TEFRA Notice

See Proof on Next Page

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER	FILING FOR
Lana Pafenbach-Gauthier	Lagniappe Weekly
lana.gauthier@cityofmobile.org	
(251) 208-7411	

Columns Wide: 1

Ad Class: Legals

12/27/2023: PUBLIC NOTICE Notice	152.57

Subtotal	$152.57
Tax	$0.00
Processing Fee	$20.26
Total	**$172.83**

NOTICE OF PUBLIC HEARING

Notice is hereby given that on Monday, January 8, 2024, a telephonic public hearing, as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, and in accordance with IRS Rev. Proc. 2020-21 (as modified by IRS Rev. Proc. 2020-49, Rev. Proc. 2021-39 and Rev. Proc. 2022-20), will be held by a hearing officer on behalf of the City of Mobile, Alabama (the "Host" with respect to the proposed issuance of tax-exempt bonds, in one or more series under a plan of financing, as "qualified 501(c)(3) bonds" (as defined in section 145 of the Internal Revenue Code of 1986, as amended (the " Code ")) in an aggregate maximum stated principal amount not to exceed $350,815,000 (the " Bonds ") by Capital Trust Authority , a public agency of the State of Florida (the " Issuer "). The hearing will commence at 10:00 am central time, or as soon thereafter as the matter can be heard. Interested parties may join the public hearing on the date and time indicated above by dialing, 1-888-759-6041 (U.S. Toll Free) and, when prompted, entering the meeting code 25143975768.

The Issuer proposes to issue the Bonds and to loan the proceeds thereof to the Borrowers (as defined below) to finance and/or refinance various projects in the State of Florida and the State of Alabama, with a portion of such loan being used to finance and/or refinance the following projects in the aggregate maximum principal amounts at each location noted below:

1. Up to $118,389,404 to AHPC Inverness Lakes 2021 LLC, a Delaware limited liability company (or a related person or affiliate thereof) (the " Inverness Lakes Borrower ") and AHPC Lakeview at Cottage Hill 2021 LLC, a Delaware limited liability company (or a related person or affiliate thereof) (the " Lakeview at Cottage Hill Borrower " and, together with AHPC Cordova Regency 2021 LLC, a Delaware limited liability company (or a related person or affiliate thereof), AHPC Crestview at Cordova 2021 LLC, a Delaware limited liability company (or a related person or affiliate thereof), the Inverness Lakes Borrower, AHPC Lakeview at Cottage Hill 2021 LLC, a Delaware limited liability company (or a related person or affiliate thereof), and AHPC Plantations at Pine Lake 2021 LLC, a Delaware limited liability company (or a related person or affiliate thereof), the " Borrowers "), to finance and/or refinance a portion of the costs of acquiring and rehabilitating two multifamily residential rental developments (collectively, the" Projects "), one known as Inverness Lakes, located at 6700 Cottage Hill Road, Mobile, Alabama 36695, which is owned by the Inverness Lakes Borrower, and one known as Lakeview at Cottage Hill, located at 6550 Cottage Hill Road, Mobile, Alabama 36695, which is owned by the Lakeview at Cottage Hill Borrower, with Inverness Lakes and Lakeview at Cottage Hill being operated together as one development.

The Affordable Housing Preservation Corporation, a Florida not for profit corporation and an organization exempt from federal income tax by virtue of being an organization described in section 501(c)(3) of the Code, is the sole member of each of the Borrowers.

The Bonds will be special limited obligations of the Issuer payable solely from the loan repayments to be made by the Borrowers to the Issuer, and certain funds and accounts established by the bond indenture for the Bonds.

THE BONDS SHALL NOT REPRESENT OR CONSTITUTE A DEBT OR PLEDGE OF THE FAITH AND CREDIT OR THE TAXING POWER OF THE ISSUER, THE STATE OF FLORIDA, MOBILE COUNTY, ALABAMA, MOBILE, ALABAMA, THE STATE OF ALABAMA OR ANY OF THEIR POLITICAL SUBDIVISIONS.

All interested persons are invited to telephonically attend such public hearing to express their views concerning the approval by the City of Mobile, Alabama of the Projects, the issuance of the Bonds or related matters. Oral comments will be limited to 10 minutes per speaker. A person wishing to speak at the hearing will be asked to provide his or her name, address and the person(s) or entity(ies) he or she represents, if any, prior to speaking. Written comments will be accepted at 11 N Water St, Suite 1200, Mobile, AL 36602, Attention: Matthew C. McDonald, but must be received by the close of the hearing. Any persons needing special accommodations under the Americans With Disabilities Act should call (888) 508-7188 not later than 24 hours prior to the time and date of the hearing.

This notice is published and the above-described hearing is to be held in accordance with IRS Rev. Proc. 2020-21 (as modified by IRS Rev. Proc. 2020-49, Rev. Proc. 2021-39 and Rev. Proc. 2022-20) and in satisfaction of the requirements of section 147(f) of the Code regarding the public approval prerequisite to the exemption from federal income taxation of the interest on the Bonds.

Lagniappe HD December 27, 2023

ATTACHMENT B
NAMES AND COMMENTS OF PERSONS ATTENDING PUBLIC HEARING



NOTICE OF PUBLIC HEARING

Notice is hereby given that on Monday, January 8, 2024, a telephonic public hearing, as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, and in accordance with IRS Rev. Proc. 2020-21 (as modified by IRS Rev. Proc. 2020-49, Rev. Proc. 2021-39 and Rev. Proc. 2022-20), will be held by a hearing officer on behalf of the City of Mobile, Alabama (the "**Host**") with respect to the proposed issuance of tax-exempt bonds, in one or more series under a plan of financing, as "qualified 501(c)(3) bonds" (as defined in section 145 of the Internal Revenue Code of 1986, as amended (the "**Code**")) in an aggregate maximum stated principal amount not to exceed $350,815,000 (the "**Bonds**") by Capital Trust Authority, a public agency of the State of Florida (the "**Issuer**"). The hearing will commence at 10:00 am central time, or as soon thereafter as the matter can be heard. Interested parties may join the public hearing on the date and time indicated above by dialing, 1-888-759-6041 (U.S. Toll Free) and, when prompted, entering the meeting code 2514397576#.

The Issuer proposes to issue the Bonds and to loan the proceeds thereof to the Borrowers (as defined below) to finance and/or refinance various projects in the State of Florida and the State of Alabama, with a portion of such loan being used to finance and/or refinance the following projects in the aggregate maximum principal amounts at each location noted below:

1. Up to $118,389,404 to AHPC Inverness Lakes 2021 LLC, a Delaware limited liability company (or a related person or affiliate thereof) (the "**Inverness Lakes Borrower**") and AHPC Lakeview at Cottage Hill 2021 LLC, a Delaware limited liability company (or a related person or affiliate thereof) (the "**Lakeview at Cottage Hill Borrower**" and, together with AHPC Cordova Regency 2021 LLC, a Delaware limited liability company (or a related person or affiliate thereof), AHPC Crestview at Cordova 2021 LLC, a Delaware limited liability company (or a related person or affiliate thereof), the Inverness Lakes Borrower, AHPC Lakeview at Cottage Hill 2021 LLC, a Delaware limited liability company (or a related person or affiliate thereof), and AHPC Plantations at Pine Lake 2021 LLC, a Delaware limited liability company (or a related person or affiliate thereof), the "**Borrowers**"), to finance and/or refinance a portion of the costs of acquiring and rehabilitating two multifamily residential rental developments (collectively, the "**Projects**"), one known as Inverness Lakes, located at 6700 Cottage Hill Road, Mobile, Alabama 36695, which is owned by the Inverness Lakes Borrower, and one known as Lakeview at Cottage Hill, located at 6550 Cottage Hill Road, Mobile, Alabama 36695, which is owned by the Lakeview at Cottage Hill Borrower, with Inverness Lakes and Lakeview at Cottage Hill being operated together as one development.

The Affordable Housing Preservation Corporation, a Florida not for profit corporation and an organization exempt from federal income tax by virtue of being an organization described in section 501(c)(3) of the Code, is the sole member of each of the Borrowers.

The Bonds will be special limited obligations of the Issuer payable solely from the loan repayments to be made by the Borrowers to the Issuer, and certain funds and accounts established by the bond indenture for the Bonds.

THE BONDS SHALL NOT REPRESENT OR CONSTITUTE A DEBT OR PLEDGE OF THE FAITH AND CREDIT OR THE TAXING POWER OF THE ISSUER, THE STATE OF FLORIDA, MOBILE COUNTY, ALABAMA, MOBILE, ALABAMA, THE STATE OF ALABAMA OR ANY OF THEIR POLITICAL SUBDIVISIONS.

All interested persons are invited to telephonically attend such public hearing to express their views concerning the approval by the City of Mobile, Alabama of the Projects, the issuance of the Bonds or related matters. Oral comments will be limited to 10 minutes per speaker. A person wishing to speak at the hearing will be asked to provide his or her name, address and the person(s) or entity(ies) he or she represents, if any, prior to speaking. Written comments will be accepted at 11 N Water St, Suite 1200, Mobile, AL 36602, Attention: Matthew C. McDonald, but must be received by the close of the hearing. Any persons needing special accommodations under the Americans With Disabilities Act should call (888) 508-7188 not later than 24 hours prior to the time and date of the hearing.

This notice is published and the above-described hearing is to be held in accordance with IRS Rev. Proc. 2020-21 (as modified by IRS Rev. Proc. 2020-49, Rev. Proc. 2021-39 and Rev. Proc. 2022-20) and in satisfaction of the requirements of section 147(f) of the Code regarding the public approval prerequisite to the exemption from federal income taxation of the interest on the Bonds.

Gauthier, Lana

From:	Michael Linder <Michael.Linder@atchisonlaw.com>
Sent:	Tuesday, December 19, 2023 2:59 PM
To:	Carroll Lambert, Lisa; Gauthier, Lana
Cc:	McDonald, Matthew; Kessler, Florence; Woods, Josh
Subject:	Fwd: CTA Revenue Bonds (Gulf Coast Portfolio), Series 2024 - TEFRA Notices and Approval
Attachments:	AHPC - Gulf Coast Portfolio (Tax Exempt Refunding) - Mobile Alabama TEFRA Approval Resolution - January 2024(101878474.1).docx; AHPC - Gulf Coast Portfolio Project - Mobile TEFRA Notice - January 2024(101878424.1).docx
Follow Up Flag:	Follow up
Flag Status:	Flagged

CAUTION: External Email

Good afternoon Lisa and Lana,

Everything looks good to me, Flo Kessler approved by separate email, and I discussed this with Councilmember Woods this afternoon and he approves and would like this submitted for the next Council agenda and please get the publication ready for December 27 as per below. Let me or Matt McDonald know if you have any issues, thanks!

MML

Get Outlook for Android

From: McDonald, Matthew <mmcdonald@joneswalker.com>
Sent: Friday, December 15, 2023 10:09:07 AM
To: Florence Kessler <fkessler@gallowayllp.com>; Kern, Chris <chris.kern@cityofmobile.org>; ricardo.woods@burr.com <ricardo.woods@burr.com>; Michael Linder <Michael.Linder@atchisonlaw.com>
Cc: Josh.Woods@cityofmobile.org <Josh.Woods@cityofmobile.org>
Subject: FW: CTA Revenue Bonds (Gulf Coast Portfolio), Series 2024 - TEFRA Notices and Approval

Flo,
Attached are the final versions of the Resolution and TEFRA notice for your review. If ok with you we are asking that Councilman Woods introduce the Resolution so it can get a first reading on January 2 and be considered for approval January 9. We will conduct the TEFRA hearing on January 8 and give notice in the Call News on December 27.

I need to get the TEFRA notice to the Call News by December 21 to insure it runs on December 27. So once you approve we will set all in motion. The timeline proposed is below:

Wednesday December 27—TEFRA notice is run in Call News (weekly paper published countywide)

Thursday December 28—last day for Council members to add agenda items for 1/2/24 meeting so final Resolution must be ready

Tuesday January 2 first reading of resolution in City Council

Monday January 8 TEFRA hearing is conducted

Tuesday January 9 Council Adopts Resolution

Thanks and hope you have wonderful holiday!

Matthew C. McDonald | Partner
Jones Walker LLP
D: 251.439.7576 | M: 251-510-9018
mmcdonald@joneswalker.com

Gauthier, Lana

From: Gary, Deirdre <dgary@joneswalker.com>
Sent: Tuesday, December 19, 2023 2:38 PM
To: Gauthier, Lana
Cc: McDonald, Matthew; fkessler@gallowayllp.com; Barfield, Rebecca; Kern, Chris
Subject: FW: CTA Revenue Bonds (Gulf Coast Portfolio), Series 2024 - TEFRA Notices and Approval
Attachments: AHPC - Gulf Coast Portfolio Project - Mobile TEFRA Notice - January 2024(101878424.1).docx

Follow Up Flag: Follow up
Flag Status: Flagged

You don't often get email from dgary@joneswalker.com. Learn why this is important

CAUTION: External Email

Lana,

Thank you so much for assisting in publication of the attached TEFRA notice for Wednesday, December 27th.

If there is anything else you need, please let me know.

Deirdre A. Gary | Legal Secretary
Jones Walker LLP
D: 251.439.7563
dgary@joneswalker.com

From: fkessler@gallowayllp.com <fkessler@gallowayllp.com>
Sent: Tuesday, December 19, 2023 12:33 PM
To: Gary, Deirdre <dgary@joneswalker.com>
Cc: McDonald, Matthew <mmcdonald@joneswalker.com>; barfield@cityofmobile.org; chris.kern@cityofmobile.org
Subject: [EXTERNAL] FW: CTA Revenue Bonds (Gulf Coast Portfolio), Series 2024 - TEFRA Notices and Approval

Deirdre,

This matter is time sensitive. I emailed Matt that I approved the resolution and notice of hearing, see his timeline below.

Happy holidays,
Flo Kessler

From: fkessler@gallowayllp.com <fkessler@gallowayllp.com>
Sent: Tuesday, December 19, 2023 1:29 PM
To: 'McDonald, Matthew' <mmcdonald@joneswalker.com>; 'Kern, Chris' <chris.kern@cityofmobile.org>;

'ricardo.woods@burr.com' <ricardo.woods@burr.com>; 'Michael Linder' <michael.linder@atchisonlaw.com>
Cc: 'Josh.Woods@cityofmobile.org' <Josh.Woods@cityofmobile.org>
Subject: RE: CTA Revenue Bonds (Gulf Coast Portfolio), Series 2024 - TEFRA Notices and Approval

Matt,

I approve the Resolution and the Notice.

Thanks,
Flo Kessler
fkessler@gallowayllp.com

From: McDonald, Matthew <mmcdonald@joneswalker.com>
Sent: Friday, December 15, 2023 11:09 AM
To: Florence Kessler <fkessler@gallowayllp.com>; Kern, Chris <chris.kern@cityofmobile.org>; ricardo.woods@burr.com; Michael Linder <michael.linder@atchisonlaw.com>
Cc: Josh.Woods@cityofmobile.org
Subject: FW: CTA Revenue Bonds (Gulf Coast Portfolio), Series 2024 - TEFRA Notices and Approval

Flo,
Attached are the final versions of the Resolution and TEFRA notice for your review. If ok with you we are asking that Councilman Woods introduce the Resolution so it can get a first reading on January 2 and be considered for approval January 9. We will conduct the TEFRA hearing on January 8 and give notice in the Call News on December 27. I need to get the TEFRA notice to the Call News by December 21 to insure it runs on December 27. So once you approve we will set all in motion. The timeline proposed is below:

Wednesday December 27—TEFRA notice is run in Call News (weekly paper published countywide)
Thursday December 28—last day for Council members to add agenda items for 1/2/24 meeting so final Resolution must be ready
Tuesday January 2 first reading of resolution in City Council
Monday January 8 TEFRA hearing is conducted
Tuesday January 9 Council Adopts Resolution

Thanks and hope you have wonderful holiday!

Matthew C. McDonald | Partner
Jones Walker LLP
D: 251.439.7576 | M: 251-510-9018

mmcdonald@joneswalker.com

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Bell Electrical Supply Co Inc for 8 Generac MLT65 MDS towable diesel light towers for MPD and Cruise Terminal.
Capital Equipment (MPD), Port Security Grant, Cruise Terminal expense (Cruise Term)

Amount of Contract:

Total $97,344.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20231228 Bell Agenda Package POs	Cover Memo	12/28/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	12/28/2023 - 1:31 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisitions as indicated below and attached herein:

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
1816, 2861, 3241	2024	(1530) POLICE ADMIN SERVICES, (F6020) CRUISE TERMINAL	8 GENERAC MLT65MDS TOWABLE DIESEL LIGHT TOWERS FOR MPD AND CRUISE TERMINAL (SEALED BID 5851)	$97,344.00	(298902) BELL ELECTRICAL SUPPLY CO INC.

Adopted:

_____

City Clerk

Bill To	Requisition 00001816-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
BELL ELECTRICAL SUPPLY CO., INC. 6909 QUEENS BLVD. WOODSIDE, NY 11377 Tel#7184465700 EXT 100	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG
	Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/09/23	298902				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
001	TRAILER LIGHT TOWER AS FOLLOWS:	4.00 EACH	12168.00000	48672.00

Additional Description Notes

TRAILER MOUNTED LIGHT TOWER WITH POWER PLANT.

VENDOR TO PROVIDE GENERAC MODEL MLT6SMDS

THERE IS NO LOADING DOCK OR RAMP TO UNLOAD AT THE DELIVERY LOCATION, NOR WILL THE CITY PROVIDE A FORKLIFT TO UNLOAD THE LIGHT TOWERS OR ASSIST IN ANY WAY.

VENDOR IS REPONSIBLE TO ARANGE FOR THE DELIVERY AND UNLOADING.

AS PER CITYOF MOBILE BID #5851 AND YOUR QUOTE
Vendor Item
Inventory Item/Loc 13435

1	2000.80.00.0000.0000.0000.0000.0000.47010. E E0034 .CAPEQUIPMT.	.		48672.00

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Deliver To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET

Bill To	Requisition 00001816-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
BELL ELECTRICAL SUPPLY CO., INC.	MUNICIPAL GARAGE
6909 QUEENS BLVD.	770 GAYLE STREET
	MOBILE, AL 36604
WOODSIDE, NY 11377	CARTERD@CITYOFMOBILE.ORG
Tel#7184465700 EXT 100	
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/09/23	298902				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			

Requisition Link

Requisition Total 48672.00

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

Account			Amount	Remaining Budget
E E0034	.CAPEQUIPMT.	.	48672.00	842778.62

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	48672.00	1592290.54

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
CCancelled	12/20/23	JOHN PAINE	GL Allocation changed
Forward	11/09/23	JAMES BARBER	Automatic Forward to 910519885
Approved	11/09/23	RODNEY GREELEY	Auto approved by: 910519885
Approved	11/09/23	JOSEPH KENNEDY	Auto approved by: 910519885
Approved	11/09/23	Brandi Montgomery	
Approved	11/09/23	WILLIAM JACKSON	Auto approved by: 910519885
Approved	11/09/23	PAUL PRINE	Auto approved by: 910519885
Approved	11/09/23	WILLIAM REED	Auto approved by: 910519885
Forward	12/20/23	JAMES BARBER	Automatic Forward to 910519885
Approved	12/20/23	RODNEY GREELEY	R.G.
Approved	12/20/23	JOSEPH KENNEDY	Auto approved by: 910510512
Approved	12/20/23	Brandi Montgomery	Auto approved by: 910510512
Approved	12/20/23	WILLIAM JACKSON	Auto approved by: 910510512
Approved	12/20/23	PAUL PRINE	Auto approved by: 910510512

Bill To	Requisition 00001816-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
BELL ELECTRICAL SUPPLY CO., INC.	MUNICIPAL GARAGE
6909 QUEENS BLVD.	770 GAYLE STREET
	MOBILE, AL 36604
WOODSIDE, NY 11377	CARTERD@CITYOFMOBILE.ORG
Tel#7184465700 EXT 100	
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/09/23	298902				POLICE ADMIN SERVICES

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	12/20/23	WILLIAM REED		Auto approved by: 910510512	
	Approved	11/13/23	BRENDA RHODES			
	Approved	11/13/23	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	11/13/23	RELYA MALLORY		Auto approved by: 910511034	
	Approved	12/20/23	BRENDA RHODES		Auto approved by: 910514227	
	Approved	12/20/23	TIFFANY HOLLINS			
	Approved	12/20/23	RELYA MALLORY		Auto approved by: 910514227	
	Approved	12/20/23	DONALD ROSE		Auto approved by: 9105paij	
	Approved	12/20/23	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	12/20/23	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	12/20/23	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	12/20/23	JOHN PAINE			
	Approved	12/20/23	MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00002861-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5309.30.15.0000.0000.1530.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
BELL ELECTRICAL SUPPLY CO., INC.	MUNICIPAL GARAGE
6909 QUEENS BLVD.	770 GAYLE STREET
	MOBILE, AL 36604
WOODSIDE, NY 11377	GLENDA.CHAMBERS@CITYOFMOBILE.ORG
Tel#7184465700 EXT 100	Delivery Reference
	GLENDA
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/12/23	298902				CRUISE TERMINAL

LN	Description / Account	Qty	Unit Price	Net Price
003	Light Towers - Mobile Towable Diesel Vertical LED Light Tower w/Manual Winch VENDOR TO PROVIDE GENERAC MODEL MLT6SMDS THERE IS NO LOADING DOCK OR RAMP TO UNLOAD AT THE DELIVERY LOCATION, NOR WILL THE CITY PROVIDE A FORKLIFT TO UNLOAD THE LIGHT TOWERS OR ASSIST IN ANY WAY. VENDOR IS REPONSIBLE TO ARANGE FOR THE DELIVERY AND UNLOADING. AS PER CITY OF MOBILE BID #5851 AND YOUR QUOTE Vendor Item No.: see attached specs	3.00 EACH	12168.00000	36504.00
1	5309.30.15.0000.0000.1530.0000.0000.47010. E G-PDPORT23.INVJUST4 .LIGHTTOW .			36504.00

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 36504.00

Bill To	Requisition 00002861-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5309.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
BELL ELECTRICAL SUPPLY CO., INC. 6909 QUEENS BLVD. WOODSIDE, NY 11377 Tel#7184465700 EXT 100	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 GLENDA.CHAMBERS@CITYOFMOBILE.ORG Delivery Reference GLENDA Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/12/23	298902				CRUISE TERMINAL

LN	Description / Account	Qty	Unit Price	Net Price

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

Account	Amount	Remaining Budget
E G-PDPORT23.INVJUST4 .LIGHTTOW .	36504.00	74602.40

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

Account	Amount	Remaining Budget
5309.30.15.0000.0000.1530.0000.0000.47010.	36504.00	1592290.54

PORT SECURITY GRANT EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
CCancelled	12/20/23	JOHN PAINE	GL Allocation changed
Approved	12/12/23	TRAVIS MARSHALL	Auto approved by: 910520251
Approved	12/12/23	LAPORTSIA NETTLES	
Approved	12/12/23	RANDY THREADGILL	Auto approved by: 910520251
Approved	12/20/23	TRAVIS MARSHALL	Auto approved by: 910520251
Approved	12/20/23	LAPORTSIA NETTLES	
Approved	12/20/23	RANDY THREADGILL	Auto approved by: 910520251
Approved	12/20/23	DONALD ROSE	Auto approved by: 9105paij
Approved	12/20/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	12/20/23	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	12/20/23	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	12/20/23	JOHN PAINE	
Approved	12/20/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00003241-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 5309.30.15.0000.0000.1530.0000.0000.47010.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer:
	Status: Approved Page 1

Vendor
BELL ELECTRICAL SUPPLY CO., INC.
6909 QUEENS BLVD.

WOODSIDE, NY 11377

Tel#7184465700 EXT 100

Ship To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602
GLENDA.CHAMBERS@CITYOFMOBILE.ORG

Delivery Reference
GLENDA

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/21/23	298902				CRUISE TERMINAL

LN	Description / Account	Qty	Unit Price	Net Price
001	Light Towers - Mobile Towable Diesel Vertical LED Light Tower w/Manual Winch VENDOR TO PROVIDE GENERAC MODEL MLT6SMDS THERE IS NO LOADING DOCK OR RAMP TO UNLOAD AT THE DELIVERY LOCATION, NOR WILL THE CITY PROVIDE A FORKLIFT TO UNLOAD THE LIGHT TOWERS OR ASSIST IN ANY WAY. VENDOR IS REPONSIBLE TO ARANGE FOR THE DELIVERY AND UNLOADING. AS PER CITY OF MOBILE BID #5851 AND YOUR QUOTE Vendor Item No.: SEE ATTACHED SPECS	1.00 EACH	12168.00000	12168.00
1	5309.30.15.0000.0000.1530.0000.0000.47010. E G-PDPORT23.INVJUST4 .LIGHTTOW .			8496.00
2	6020.70.00.0000.0000.0000.0000.0000.42210.			3672.00

Ship To
CRUISE TERMINAL
201 SOUTH WATER ST
MOBILE, AL 36602
Delivery Reference
GLENDA

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST
MOBILE, AL 36602

Bill To	Requisition 00003241-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5309.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
BELL ELECTRICAL SUPPLY CO., INC. 6909 QUEENS BLVD. WOODSIDE, NY 11377 Tel#7184465700 EXT 100	CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 GLENDA.CHAMBERS@CITYOFMOBILE.ORG Delivery Reference GLENDA Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/21/23	298902				CRUISE TERMINAL

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			12168.00

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

Account	Amount	Remaining Budget
E G-PDPORT23.INVJUST4 .LIGHTTOW .	8496.00	74602.40

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

Account	Amount	Remaining Budget
5309.30.15.0000.0000.1530.0000.0000.47010.	8496.00	1592290.54
PORT SECURITY GRANT EXP EQUIPMENT (GREATER $5000)		
6020.70.00.0000.0000.0000.0000.0000.42210.	3672.00	1592290.54
CRUISE TERMINAL EXP SECURITY		

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

Activity	Date	Clerk	Comment
Approved	12/22/23	TRAVIS MARSHALL	Auto approved by: 9105thrr
Approved	12/22/23	LAPORTSIA NETTLES	Auto approved by: 9105thrr
Approved	12/22/23	RANDY THREADGILL	
Approved	12/22/23	DONALD ROSE	Auto approved by: 9105paij
Approved	12/22/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	12/22/23	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	12/22/23	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	12/22/23	JOHN PAINE	
Approved	12/22/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00003241-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5309.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
BELL ELECTRICAL SUPPLY CO., INC. 6909 QUEENS BLVD. WOODSIDE, NY 11377 Tel#7184465700 EXT 100	CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 GLENDA.CHAMBERS@CITYOFMOBILE.ORG Delivery Reference GLENDA Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/21/23	298902				CRUISE TERMINAL

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5851
TRAILER MOUNTED LIGHT TOWERS

BELL ELECTRICAL SUPPLY CO INC	RAMSAY-BLIESE CORP DBA TATE GENERATORS	1 SOURCE POWER & EQUIPMENT	SAFETY ZONE HOLDINGS INC DBA SAFETY ZONE SPECIALISTS
$12,168.00	$13,669.00	$13,392.94	$14,195.50
	SHIPPING EXTRA		

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:
11/14/2023	5851	VARIOUS	MOTOR POOL

This bid must be received and stamped by the Purchasing office not later than: **12:01 PM, Friday, December 1, 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
QTY 2-6	**TRAILER MOUNTED LIGHT TOWERS** Trailer Mounted Light Tower with Power Plant as per the following and minimum specifications and attached: 23' Foot Steel Mast 4 LED Light Modules 3.5 kw Gas Engine Genie Model RL- 4 Gas or Equal Make _____ Model _____ Provide Literature and Specifications on product bid. Upon award, the City will purchase a minimum of two (2) Trailer Mounted Light Towers. Units shall be delivered FOB Mobile. Units shall be delivered ready to operate. There is no unloading ramp at delivery location. City will NOT assist in unloading. Vendor will be responsible to unload. Page 1 of 2					
			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		EXTENSION	
				Dollars	Cents	Dollars	Cents

Vendor shall provide training in set up, operation and maintenance of units delivered. Training shall be no less than one (1) hour in length.

City of Mobile Business License 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.

Pricing shall be held firm for a period of six (6) months. At the option of the successful bidder and the City of Mobile, the awarded bid may be extended for up to five (5) additional six (6) month periods.

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.

LIGHT TOWER SPECIFICATIONS

Genie MOD RL-4 LED Gas or Equal

Tower Height: 23.4 ft | 7.13 m

359-degree mast rotation

Self braking manual winch

60 cycle

Generator Size: 3.5 kW Inverter | 3.5 kW Inverter

Lamps: LED Modules 4 x 230 W | LED Modules 4 x 230 W

Equipped with four (4) LED light panels, boasting 50,000 hour service life

Approximately 80 hours of run time before refueling

Remote start with no warm-up time needed to get to work quickly

Hand operated jacks at trailer tongue and rear of trailer for stabilization

Fold up tongue for transport

Two-inch ball

High water temperature and low auto engine shutdown

Fuel Capacity: 17.5 gal | 66.2 L

6.5 hp Champion gas engine

One T/L receptacle 30A/240V

Lockable battery disconnect

13 inch wheels

DOT approved run stop and running light

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)

SAM.GOV®

BELL ELECTRICAL SUPPLY CO INC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
X2A3ZPVP8RE7	**6YV77**	**All Awards**
Registration Status	Expiration Date	
Inactive Registration	**Jul 13, 2023**	
Physical Address	Mailing Address	
6909 Queens BLVD **Woodside, New York 11377-5115** **United States**	**6909 Queens BLVD** **Woodside, New York 11377-5115** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
New York 06	**New York / United States**	**WWW.BELLELECTRIC.NYC**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Jul 14, 2022	**Jul 13, 2022**	**May 20, 2013**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Feb 1, 1989	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**Subchapter S Corporation**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Asian-Pacific American Owned

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**

EFT Indicator	CAGE Code
0000	**6YV77**

Points of Contact

Electronic Business

ANTHONY BAEK, PRESIDENT

69-09 Queens Boulevard
Woodside, New York 11377
United States

Government Business

ANTHONY S BAEK, PRESIDENT

6909 Queens BLVD
Woodside, New York 11377
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**423610**	**Electrical Apparatus And Equipment, Wiring Supplies, And Related Equipment Merchant Wholesalers**
	335110	**Electric Lamp Bulb And Part Manufacturing**
	444190	**Other Building Material Dealers**

Product and Service Codes

PSC	PSC Name
5930	**Switches**
5935	**Connectors, Electrical**
5975	**Electrical Hardware And Supplies**
6115	**Generators And Generator Sets, Electrical**
6135	**Batteries, Nonrechargeable**
6140	**Batteries, Rechargeable**
6150	**Miscellaneous Electric Power And Distribution Equipment**
6240	**Electric Lamps**
6250	**Ballasts, Lampholders, And Starters**
6260	**Nonelectrical Lighting Fixtures**

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	**(blank)**

States	Counties	Metropolitan Statistical Areas
Any	**(blank)**	**(blank)**

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Donohoo Chevrolet LLC for 65 Chevrolet Tahoe PPV SUVs for MPD. Replaces 49 Ford F150 PPVs in Resolution 08-1192-2023, and 16 of 26 Ford F150
PPVs in Resolution 08-1192-2023. Capital Fund Motor Pool.

Amount of Contract:

$3,290,692.60

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

ATTACHMENTS:

Description	Type	Upload Date
20231220 Donohoo Agenda Package POs	Cover Memo	12/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	12/28/2023 - 11:37 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, and to cancel some of previous vehicle orders authorized by Resolutions 08-1191-2023 and 08-1192-2023 that this order replaces, for the following requisitions as indicated below and attached herein:

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
2863, 2864, 2865	2024	(F7000) MOTOR POOL	65 CHEVROLET TAHOE PPV SUVS FOR MPD (SEALED BID 5840, NEGOTIATED PRICE W/VENDOR)	$3,290,692.60	(293039) DONOHOO CHEVROLET LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00002863-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released Page 1

Vendor	Ship To
DONOHOO CHEVROLET LLC 1000 GREENHILL BLVD NW FORT PAYNE, AL 35967 Tel#256-273-4862 Fax 256-845-6974	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
12/12/23	293039				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	SUV LARGE SIZE POLICE PACKAGE, WHITE IN COLOR, SPOT LIGHT, POLICE WIRING, FRONT SEAT 40/20/40 SLIT-BENCH WITH 20% DELETE; VEHICLE TO BE PROVIDED AS PER YOUR QUOTE DATED OCTOBER 4, 2023 Additional Description Notes --- LARGE SIZE POLICE PACKAGE, UPFITTED READY FOR USE SUV AS SPECIFIED: WHITE IN COLOR, SPOT LIGHT, POLICE WIRING, FRONT SEAT 40/20/40 SLIT-BENCH WITH 20% DELETE; 4 SETS OF KEYS 1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. .	48.00 EACH	49375.00000	2370000.00 2370000.00
	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	KEYS VEDNOR TO PROVIDE 2 SETS OF	96.00	274.52000	26353.92

Bill To	Requisition 00002863-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released Page 2

Vendor	Ship To
DONOHOO CHEVROLET LLC 1000 GREENHILL BLVD NW FORT PAYNE, AL 35967 Tel#256-273-4862 Fax 256-845-6974	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
12/12/23	293039				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	KEYS FOR THE VEHICLE KEY PRICING AS PER RUDY $179.52 FOR KEY AND 95.00 FOR PROGRAMING FOR TOTAL OF $274.52 PER KEY	EACH		
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. .			26353.92
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
003	DELIVERY TO THE CITY OF MOBILE 351 MILES FROM DONOHOO TO THE CITY OF MOBILE AT $2.00 PER MILE FOR TOTAL OF $702.00 PER VEHICLE	48.00 EACH	702.00000	33696.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. .			33696.00

Bill To	Requisition 00002863-00 FY 2024
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL 36604	Review:
	Buyer:
	Status: Released Page 3

Vendor	Ship To
DONOHOO CHEVROLET LLC	MUNICIPAL GARAGE
1000 GREENHILL BLVD NW	770 GAYLE STREET
FORT PAYNE, AL 35967	MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG
Tel#256-273-4862 Fax 256-845-6974	Delivery Reference TRAVESIA AGEE
	Deliver To MUNICIPAL GARAGE 770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/12/23	293039				MOTOR POOL

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 2430049.92

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

Account	Amount	Remaining Budget
E MP01530 .VEHICLEEXP. .	2430049.92	1070170.29

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	2430049.92	21810580.98

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
CCancelled	12/19/23	JOHN PAINE	Requisition item added changed
CCancelled	12/19/23	JOHN PAINE	Requisition item added, GL All
CCancelled	12/19/23	JOHN PAINE	GL Allocation changed

Bill To	Requisition 00002863-00 FY 2024
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released Page 4

Vendor	Ship To
DONOHOO CHEVROLET LLC 1000 GREENHILL BLVD NW FORT PAYNE, AL 35967 Tel#256-273-4862 Fax 256-845-6974	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
12/12/23	293039				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	12/13/23	CHARLES SUMRALL		Approve Spec	
	Approved	12/14/23	SHONNDA SMITH		Auto approved by: 910518527	
	Approved	12/14/23	JAMES DELAPP			
	Approved	12/14/23	CHERI BOUCHER		Auto approved by: 910518527	
	Approved	12/14/23	CASI CALLAWAY		Auto approved by: 910518527	
	Queued	12/19/23	CHARLES SUMRALL		Auto approved by: 910518527	
	Pending		SHONNDA SMITH		Auto approved by: 910518527	
	Pending		JAMES DELAPP		Auto approved by: 910518527	
	Pending		CHERI BOUCHER		Auto approved by: 910518527	
	Pending		CASI CALLAWAY		Auto approved by: 910518527	
	Pending		DONALD ROSE		Auto approved by: 910518527	
	Pending		SANDRA LEWIS		Auto approved by: 910518527	
	Pending		STEVEN KRONINGER		Auto approved by: 910518527	
	Pending		SAMANTHA COOLEY		Auto approved by: 910518527	
	Pending		JOHN PAINE		Auto approved by: 910518527	
	Pending		MICHAEL SPAFFORD		Auto approved by: 910518527	

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00002864-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released Page 1

Vendor	Ship To
DONOHOO CHEVROLET LLC 1000 GREENHILL BLVD NW FORT PAYNE, AL 35967 Tel#256-273-4862 Fax 256-845-6974	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
12/12/23	293039				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	LARGE SIZE POLICE PACKAGE, BLACK IN COLOR, SPOT LIGHT, POLICE WIRING, FRONT SEAT 40/20/40 SLIT-BENCH WITH 20% DELETE; 4 SETS OF KEYS VEHICLE AND PRICING AS PER YOUR QUOTE DATED OCTOBER 4, 2023	15.00 EACH	49375.00000	740625.00

Additional Description Notes

LARGE SIZE POLICE PACKAGE, UPFITTED READY FOR USE SUV AS SPECIFIED:

BLACK IN COLOR, SPOT LIGHT, POLICE WIRING, FRONT SEAT 40/20/40 SLIT-BENCH WITH 20% DELETE; 4 SETS OF KEYS

1 7000.40.20.0000.0000.2070.0000.0000.47120.
E MP01530 .VEHICLEEXP. . 740625.00

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Bill To	Requisition 00002864-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released Page 2

Vendor	Ship To
DONOHOO CHEVROLET LLC 1000 GREENHILL BLVD NW FORT PAYNE, AL 35967 Tel#256-273-4862 Fax 256-845-6974	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
12/12/23	293039				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
002	KEYS VEDNOR TO PROVIDE 2 SETS OF KEYS FOR THE VEHICLE KEY PRICING AS PER RUDY $179.52 FOR KEY AND 95.00 FOR PROGRAMING FOR TOTAL OF $274.52 PER KEY	30.00 EACH	274.52000	8235.60
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. .			8235.60
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
003	DELIVERY TO THE CITY OF MOBILE 351 MILES FROM DONOHOO TO THE CITY OF MOBILE AT $2.00 PER MILE FOR TOTAL OF $702.00 PER VEHICLE	15.00 EACH	702.00000	10530.00
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. .			10530.00

Bill To	Requisition 00002864-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released Page 3

Vendor	Ship To
DONOHOO CHEVROLET LLC 1000 GREENHILL BLVD NW FORT PAYNE, AL 35967 Tel#256-273-4862 Fax 256-845-6974	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
12/12/23	293039				MOTOR POOL

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 759390.60

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

Account	Amount	Remaining Budget
E MP01530 .VEHICLEEXP. .	759390.60	1070170.29

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	759390.60	21810580.98

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
CCancelled	12/19/23	JOHN PAINE	Requisition item added changed
Approved	12/13/23	CHARLES SUMRALL	Approve Spec
Approved	12/14/23	SHONNDA SMITH	Auto approved by: 910518527

Bill To	Requisition 00002864-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor	Ship To
DONOHOO CHEVROLET LLC	MUNICIPAL GARAGE
1000 GREENHILL BLVD NW	770 GAYLE STREET
	MOBILE, AL 36604
FORT PAYNE, AL 35967	AGEET@CITYOFMOBILE.ORG
Tel#256-273-4862	Delivery Reference
Fax 256-845-6974	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/12/23	293039				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	12/14/23	JAMES DELAPP			
	Approved	12/14/23	CHERI BOUCHER		Auto approved by: 910518527	
	Approved	12/14/23	CASI CALLAWAY		Auto approved by: 910518527	
	Queued	12/19/23	CHARLES SUMRALL		Auto approved by: 910518527	
	Pending		SHONNDA SMITH		Auto approved by: 910518527	
	Pending		JAMES DELAPP		Auto approved by: 910518527	
	Pending		CHERI BOUCHER		Auto approved by: 910518527	
	Pending		CASI CALLAWAY		Auto approved by: 910518527	
	Pending		DONALD ROSE		Auto approved by: 910518527	
	Pending		SANDRA LEWIS		Auto approved by: 910518527	
	Pending		STEVEN KRONINGER		Auto approved by: 910518527	
	Pending		SAMANTHA COOLEY		Auto approved by: 910518527	
	Pending		JOHN PAINE		Auto approved by: 910518527	
	Pending		MICHAEL SPAFFORD		Auto approved by: 910518527	

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00002865-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
DONOHOO CHEVROLET LLC	MUNICIPAL GARAGE
1000 GREENHILL BLVD NW	770 GAYLE STREET
	MOBILE, AL 36604
FORT PAYNE, AL 35967	AGEET@CITYOFMOBILE.ORG
Tel#256-273-4862	Delivery Reference
Fax 256-845-6974	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/12/23	293039				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	SUV LARGE SIZE POLICE PACKAGE, STERLING METALLIC GRAY IN COLOR, SPOT LIGHT, POLICE WIRING, FRONT SEAT 40/20/40 SLIT-BENCH WITH 20% DELETE; VEHICLE TO BE PROVIDED AS PER YOUR QUOTE DATED OCTOBER 4, 2023	2.00 EACH	49375.00000	98750.00

Additional Description Notes

LARGE SIZE POLICE PACKAGE, UPFITTED READY FOR USE SUV AS SPECIFIED:

STERLING METALLIC GRAY IN COLOR, SPOT LIGHT, POLICE WIRING, FRONT SEAT 40/20/40 SLIT-BENCH WITH 20% DELETE; 4 SETS OF KEYS

1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP.	.	98750.00

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

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Bill To	Requisition 00002865-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer:
	Status: Released Page 2

Vendor	Ship To
DONOHOO CHEVROLET LLC	MUNICIPAL GARAGE
1000 GREENHILL BLVD NW	770 GAYLE STREET
FORT PAYNE, AL 35967	MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG
Tel#256-273-4862 Fax 256-845-6974	Delivery Reference TRAVESIA AGEE
	Deliver To MUNICIPAL GARAGE 770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/12/23	293039				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
002	KEYS VEDNOR TO PROVIDE 2 SETS OF KEYS FOR THE VEHICLE KEY PRICING AS PER RUDY $179.52 FOR KEY AND 95.00 FOR PROGRAMING FOR TOTAL OF $274.52 PER KEY	4.00 EACH	274.52000	1098.08
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. .			1098.08
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE			
	Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
003	DELIVERY TO THE CITY OF MOBILE 351 MILES FROM DONOHOO TO THE CITY OF MOBILE AT $2.00 PER MILE FOR TOTAL OF $702.00 PER VEHICLE	2.00 EACH	702.00000	1404.00
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. .			1404.00

Bill To	Requisition 00002865-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
DONOHOO CHEVROLET LLC	MUNICIPAL GARAGE
1000 GREENHILL BLVD NW	770 GAYLE STREET
	MOBILE, AL 36604
FORT PAYNE, AL 35967	AGEET@CITYOFMOBILE.ORG
Tel#256-273-4862	Delivery Reference
Fax 256-845-6974	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/12/23	293039				MOTOR POOL

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 101252.08

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

Account	Amount	Remaining Budget
E MP01530 .VEHICLEEXP. .	101252.08	1070170.29

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	101252.08	21810580.98

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
CCancelled	12/19/23	JOHN PAINE	Requisition item added changed
Approved	12/13/23	CHARLES SUMRALL	Approve Spec
Approved	12/14/23	SHONNDA SMITH	Auto approved by: 910518527

Bill To	Requisition 00002865-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor	Ship To
DONOHOO CHEVROLET LLC	MUNICIPAL GARAGE
1000 GREENHILL BLVD NW	770 GAYLE STREET
	MOBILE, AL 36604
FORT PAYNE, AL 35967	AGEET@CITYOFMOBILE.ORG
Tel#256-273-4862	Delivery Reference
Fax 256-845-6974	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/12/23	293039				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	12/14/23	JAMES DELAPP			
	Approved	12/14/23	CHERI BOUCHER		Auto approved by: 910518527	
	Approved	12/14/23	CASI CALLAWAY		Auto approved by: 910518527	
	Queued	12/19/23	CHARLES SUMRALL		Auto approved by: 910518527	
	Pending		SHONNDA SMITH		Auto approved by: 910518527	
	Pending		JAMES DELAPP		Auto approved by: 910518527	
	Pending		CHERI BOUCHER		Auto approved by: 910518527	
	Pending		CASI CALLAWAY		Auto approved by: 910518527	
	Pending		DONALD ROSE		Auto approved by: 910518527	
	Pending		SANDRA LEWIS		Auto approved by: 910518527	
	Pending		STEVEN KRONINGER		Auto approved by: 910518527	
	Pending		SAMANTHA COOLEY		Auto approved by: 910518527	
	Pending		JOHN PAINE		Auto approved by: 910518527	
	Pending		MICHAEL SPAFFORD		Auto approved by: 910518527	

Authorized By: _____ Date: _____
Signature

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 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:
8/31/2023	**5840**	**Motor Pool**	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: **4:45 PM, Tuesday, September 5, 2023**

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

POLICE PACKAGE TAHOES

Appx 50-55

2024 Tahoe P.P.V. units with the following: white in color, LED spotlight, police wiring, front 40/30/40 split bench seat with 20% delete, and 4 sets of keys.

Price per unit delivered FOB Mobile: $_____

Alternatively, presuming General Motors has not released pricing sheet on or before 8:00 am, Monday, September 4, 2023, published manufacturer's pricing sheet expressed as a percentage markup (positive number) or discount (negative number).

Price per unit delivered FOB Mobile to Price adjustment:

_____%

City will have the option to select bidder based on the best value to the City as either fixed price or percent price adjustment.

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

Vendor must have:

- Sold police package Tahoes in the last 12 months.
- Access to Fleet Police vehicle pricing.

Vendor shall submit bids prior to 4:45 pm, Tuesday, September 5, 2023.

Bids may be submitted and received via UPS, FedEx or in-person to 205 Government Street, 4th Floor, South Tower, S-408, Mobile, AL 36644; or electronically to purchasing@cityofmobile.org. Electronic bid documents must be in PDF form—signed and dated. Faxed bid responses will NOT be accepted.

The City will issue a Purchase Order on Wednesday, September 6, 2023.

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 thisrequirement 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.

For questions: Contact the City of Mobile Purchasing Department at 251-208-7434 or email 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.

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)

08-1191 **2023**

RESOLUTION

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, and to cancel a previous order authorized by Resolution 08-1016-2023 that this order replaces, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
782	2024	(F7000) MOTOR POOL	26 FORD F150 POLICE PACKAGE PICKUP TRUCKS FOR MPD (AL STATE CONTRACT)	$1,262,846.00	(292393) STIVERS FORD LINCOLN INC

Adopted: OCT 31 2023

City Clerk

08-1192 **2023**

RESOLUTION

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, an amendment to a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following Purchase Order as indicated below and attached herein:

Purchase Order	Dept	Description	Change Amount	PO Total After Change	Vendor
23014087	(F7000) MOTOR POOL	49 FORD F150 RESPONDER SUPERCREW 4X4 POLICE PACKAGE PICKUP TRUCKS FOR MPD- CHANGE FROM 2023 TO 2024 MODEL YEAR, ADD LIGHT/ RUNNING BOARD ACCESSORIES TO INCREASE UNIT PRICE BY $8,118.00 EACH (AL STATE CONTRACT)	$397,782.00	$2,379,979.00	(292393) STIVERS FORD LINCOLN INC

Adopted: OCT 31 2023

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to E-Builder, Inc for annual renewal of license for E-Builder project management software.
Capital E-Builder project

Amount of Contract:

$55,574.36

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20231218 EBuilder Agenda Package POs	Cover Memo	12/18/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	12/28/2023 - 11:37 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
2910	2024	(2045) MAJOR PROJECTS	ANNUAL RENEWAL OF E-BUILDER PROJECT MANAGEMENT SOFTWARE (EXEMPT AS SOFTWARE, GSA CONTRACT)	$55,574.36	(295201) E-BUILDER, INC.

Adopted:

_____
City Clerk

Bill To	Requisition 00002910-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
E-BUILDER, INC.	PROGRAMS & PROJECT MGMT
1800 NW 69TH AVE SUITE 201	205 GOVERNMENT STREET
	2ND FLR S TOWER RM 229
	MOBILE, AL 36644
PLANTATION, FL 33313	CHRIS.POWELL@CITYOFMOBILE.ORG
Tel#954-513-3105	Delivery Reference
	CHRIS POWELL
	Deliver To
	PROGRAMS & PROJECT MGMT
	205 GOVERNMENT STREET
	2ND FLR S TOWER RM 229
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/13/23	295201	12/20/23			MAJOR PROJECTS

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	RENEWAL OF EXISTING SOFTWARE PER GSA #GS-35F-408AA.			
	INVOICE #15077 DUE 1/11/2024.			
001	ENTERPRISE CAPITAL SOFTWARE	1.00	55574.36000	55574.36
	PROGRAM ANNUAL E-BUILDER LICENSING FEE FOR UNLIMITED USERS -THE TERM FOR THESE LICENSES IS 12/22/2023 - 12/21/2024 GSA CONTRACT NUMBER: GS-35F-408AA	EACH		
	Vendor Item			
	The Above Line Item Is Required By:	01/17/22		
1	2000.80.00.0000.0000.0000.0000.0000.42200.			
	E E0048 .PROFTECHNC. .			55574.36

Ship To
PROGRAMS & PROJECT MGMT
205 GOVERNMENT STREET
2ND FLR S TOWER RM 229
MOBILE, AL 36644
Delivery Reference
JASMINE WASHINGTON

Deliver To
PROGRAMS & PROJECT MGMT
205 GOVERNMENT STREET

Bill To	Requisition 00002910-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
E-BUILDER, INC.	PROGRAMS & PROJECT MGMT
1800 NW 69TH AVE SUITE 201	205 GOVERNMENT STREET
	2ND FLR S TOWER RM 229
	MOBILE, AL 36644
PLANTATION, FL 33313	CHRIS.POWELL@CITYOFMOBILE.ORG
Tel#954-513-3105	Delivery Reference
	CHRIS POWELL
	Deliver To
	PROGRAMS & PROJECT MGMT
	205 GOVERNMENT STREET
	2ND FLR S TOWER RM 229
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/13/23	295201	12/20/23			MAJOR PROJECTS

LN	Description / Account	Qty	Unit Price	Net Price
	2ND FLR S TOWER RM 229 MOBILE, AL 36644			

Requisition Link

Requisition Total 55574.36

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

Account	Amount	Remaining Budget
E E0048 .PROFTECHNC. .	55574.36	37758.16

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.42200.	55574.36	

CAPITAL IMPROVEMENTS FUND EXP PROFESSIONAL & TECHNICAL

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

Activity	Date	Clerk	Comment
Approved	12/13/23	JENNIFER GREENE	
Approved	12/13/23	BRENDA RHODES	
Approved	12/13/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	12/13/23	RELYA MALLORY	Auto approved by: 910511034
Approved	12/18/23	DONALD ROSE	Approved by: 9105fola
Approved	12/18/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	12/18/23	STEVEN KRONINGER	Auto approved by: 910516727
Approved	12/18/23	SAMANTHA COOLEY	Auto approved by: 910516727
Approved	12/18/23	JOHN PAINE	Auto approved by: 910516727
Approved	12/18/23	MICHAEL SPAFFORD	Auto approved by: 910516727

Bill To	Requisition 00002910-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
E-BUILDER, INC. 1800 NW 69TH AVE SUITE 201 PLANTATION, FL 33313 Tel#954-513-3105	PROGRAMS & PROJECT MGMT 205 GOVERNMENT STREET 2ND FLR S TOWER RM 229 MOBILE, AL 36644 CHRIS.POWELL@CITYOFMOBILE.ORG Delivery Reference CHRIS POWELL Deliver To PROGRAMS & PROJECT MGMT 205 GOVERNMENT STREET 2ND FLR S TOWER RM 229 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/13/23	295201	12/20/23			MAJOR PROJECTS

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

GENERAL SERVICES ADMINISTRATION

Federal Acquisition Service

Authorized Federal Supply Schedule FSS Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*®, a menu-driven database system. The INTERNET address GSA *Advantage!*® is: GSAAdvantage.gov.

Multiple Award Schedule

FSC Group: Large Category F – Information Technology

Contract number: GS-35F-408AA

Contract period: May 31, 2023 through May 30, 2028

e-Builder, Inc.
13450 W. Sunrise Blvd, Suite 600
Sunrise, FL 33323
(P) 754-755-8727
(F) 954-792-5949

http://www.e-Builder.net

Contract administration source Carlos_Abaunza@trimble.com

Business size: Other than Small

For more information on ordering go to the following website: https://www.gsa.gov/schedules.

Price list current as of Modification #PA-0045 effective July 28, 2023

Prices Shown Herein are Net (discount deducted)

OVERVIEW

Company Background

e-Builder is the leading provider of fully integrated, cloud-based construction program management software for top facility owners and organizations that act on their behalf. The company's flagship product, e-Builder Enterprise, improves capital project execution resulting in increased productivity and quality, reduced cost, and faster project delivery. Since 1995, e-Builder's technology leadership and construction industry focus has provided thousands of global companies, government agencies, and healthcare and educational institutions managing billions of dollars in capital programs with solutions to improve the plan, build and operate lifecycle. The company is privately held and headquartered in Fort Lauderdale, Florida.

Earned Prestige and Trust

e-Builder is trusted by many of the largest facility Owners and Program Managers managing capital construction project portfolios in excess of $100 billion to provide a reliable, cost effective and flexible platform for strategically managing cost, schedule and scope information from planning to occupancy. e-Builder provides these organizations with an auditable control mechanism to meet today's regulatory requirements.

Accessible and Responsive Team

e-Builder prides itself in being accessible to our clients and responding to their needs as part of our product roadmap definition. More than 75% of our enhancement requests come from clients. e-Builder's leadership team is available to address issues or concerns quickly.

Experience in the Construction Industry

Our team consists of seasoned experts with vast experience implementing our software throughout the world. The e-Builder team is experienced in the development, implementation, deployment, training and support of complex construction program management systems. We do not subcontract these functions. Our direct experience affords us a unique understanding of what it takes to deliver a successful implementation and results in our clients achieving their stated goals. e-Builder's focus and experience has always been on the construction industry, as opposed to generic project management systems. We have not ventured, nor do we plan to venture, outside of this space.

e-Builder Enterprise™ Product Overview

e-Builder Enterprise is a fully integrated cloud-based construction program management software system for owners managing capital projects. The system is designed to address the specific needs of these owners from planning stages through occupancy or operation. e-Builder Enterprise connects all of the internal and external stakeholders to efficiently manage documents, schedule, and communications across all of the projects in the organization. Developed and continuously refined since 1995 with input from thousands of users, e-Builder Enterprise is the most innovative, functionally-rich and easiest-to-use construction program management software system of its kind. Whether you are managing a single project, multiple projects, or multiple programs each with several projects, e-Builder Enterprise provides one integrated system to manage the cost, schedule and scope of each project as it moves from planning to occupancy. The system is modular, and entirely accessible and configurable via the Internet making it the fastest system to deploy. More than 5,000 companies and government agencies involved in capital construction planning, design, construction and operations leverage e-Builder to improve capital project execution. The results are increased productivity, accountability, and much tighter control over costs and schedule, which ultimately reduces costs and speeds time to market.

CUSTOMER INFORMATION

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

SINs	SIN Title
54151S	Information Technology (IT) Professional Services
54151ECOM	Electronic Commerce and Subscription Services
OLM	Order-Level Materials (OLM's)

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply. ***See attached GSA Pricelist***

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item. ***See attached GSA Pricelist***

2. Maximum order:

SINs	Maximum Order
54151S	$500,000
54151ECOM	$500,000
OLM	$250,000

3. Minimum order: $100

4. Geographic coverage (delivery area). Domestic Delivery

5. Point(s) of production (city, county, and State or foreign country).
13450 W. Sunrise Blvd, Suite 600, Sunrise, FL 33323

6. Discount from list prices or statement of net price. Government Net Prices (discounts deducted.)

7. Quantity discounts. Additional 1% discount on single task orders over $250,000

8. Prompt payment terms. 0%, Net 30 Days. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. Foreign items (list items by country of origin). Not Applicable

10a. Time of delivery. (Contractor insert number of days.) To Be Determined at the Task Order level

10b. Expedited Delivery. Items available for expedited delivery are noted in this price list.
To Be Determined at the Task Order level

10c. Overnight and 2-day delivery. To Be Determined at the Task Order level

10d. Urgent Requirements. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery

11. F.O.B. point(s). Destination

12a. Ordering address(es).
e-Builder, Inc.
13450 W. Sunrise Blvd, Suite 600
Sunrise, FL 33323
(P) 754-755-8727
(F) 954-792-5949

12b. Ordering procedures: See Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment address(es).
e-Builder, Inc.
13450 W. Sunrise Blvd, Suite 600
Sunrise, FL 33323
(P) 754-755-8727
(F) 954-792-5949

14. Warranty provision. Refer to e-Builder, Inc.'s Service Agreement as attached

15. Export packing charges, if applicable. Not Applicable

16. Terms and conditions of rental, maintenance, and repair (if applicable). Not Applicable

17. Terms and conditions of installation (if applicable). Not Applicable

18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). Not Applicable

18b. Terms and conditions for any other services (if applicable). Not Applicable

19. List of service and distribution points (if applicable). Not Applicable

20. List of participating dealers (if applicable). Not Applicable

21. Preventive maintenance (if applicable). Not Applicable

22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). Not Applicable

22b. If applicable, indicate that Section 508 compliance information is available for the information and communications technology (ICT) products and services and show where full details can be found (e.g. contractor's website or other location.) ICT accessibility standards can be found at: https://www.Section508.gov/. *As Applicable*

23. Unique Entity Identifier (UEI) number. XLRUKJJEFMD1

24. Notification regarding registration in System for Award Management (SAM) database. Contractor registered and active in SAM, Cage Code 1XMU0

Service Contract Labor Standards: The Service Contract Labor Standards (SCLS), formerly known as the Service Contract Act (SCA), is applicable to this contract as it applies to the entire Multiple Award Schedule (MAS) and all services provided. While no specific labor categories have been identified as being subject to SCLS/SCA due to exemptions for professional employees (FAR 22.1101, 22.1102 and 29 CRF 541.300), this contract still maintains the provisions and protections for SCLS/SCA eligible labor categories. If and / or when the contractor adds SCLS/SCA labor categories to the contract through the modification process, the contractor must inform the Contracting Officer and establish a SCLS/SCA matrix identifying the GSA labor category titles, the occupational code, SCLS/SCA labor category titles and the applicable WD number. Failure to do so may result in cancellation of the contract.

Attachments to follow:

e-Builder, Inc.'s Service Agreement, as referred to in line 14, pg. 6-7

GSA Awarded Pricelist, as referred to in 1b. and 1c., pg. 8-13

E-BUILDER
SERVICE AGREEMENT

e-Builder, Inc. whose address is 1800 NW 69th Avenue, Suite 201, Plantation, FL 33313 ("e-Builder") and Ordering Activity, as defined in GSA Order ADM4800.2G and as revised from time to time ("Customer"), enter into this e-Builder Service Agreement (the "Service Agreement"). In the event of a conflict between any terms and conditions in this Service Agreement and the terms and conditions of the GSA Schedule 70 contract, the terms and conditions of the MAS contract shall control. The work to be performed for an "Ordering Activity" may be contained in one or more "Task Orders."

1. TERM. This Agreement shall continue for the period purchased by the Ordering Activity as set forth in the relevant task order.

2 SERVICES.

21 Services. e-Builder agrees to provide the services described in the relevant Task Order (the "Services") to Customer subject to the terms and conditions of this Agreement, in consideration for the payments set out therein. Customer acknowledges that e-Builder Enterprise[tm] software may be modified or upgraded from time to time, and that "Services" and 'Customer Support" provided to Customer shall only include the use of the most recent version of e-Builder Enterprise[tm].

22 License of Software. Customer's right to use the Services (including, without limitation, the limited license to use e-Builder Enterprise[tm] software), is limited to the restrictions contained herein, including those related to the number of users, projects, annual capital program expenditures and/or period of use. The Customer acknowledges that title to and copyright in the software applications supplied by e-Builder (including e-Builder Enterprise[tm]) are reserved by e- Builder. Customer acquires no right in any software, copyrights, patents or any other intellectual property belonging to or licensed by e-Builder, other than the specific limited rights to the Services. e-Builder is and shall remain the sole owner of all copyrights, trademarks, patents and other proprietary rights in and to all aspects of the Services (including, without limitation, all software, code and designs used in providing the Services).

3.

4. WARRANTIES

41 Representations. Customer represents, warrants and covenants the following to e-Builder: (i) Customer currently possesses all necessary licenses, permits, insurance and approvals required validly to execute, deliver and perform its duties under this Agreement and is qualified to do business in all jurisdictions where such qualification is required for Customer's performance of its duties under this Agreement, (ii) To the best of its knowledge and ability, Customer will comply with, and will use its best efforts to cause each subcontractor it may engage to comply with all applicable federal and state laws and regulations in performing its and their respective responsibilities under this Agreement and any subcontracts, and (iii) No information provided to e-Builder or disseminated through its software or systems shall infringe on or violate any trademark, copyright, trade secret, right of publicity or privacy (including but not limited to defamation), patent or other proprietary right of any third party.

42 Disclaimer of Warranty and Limitations of Liability. E-BUILDER DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM E-BUILDER'S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH E-BUILDER WILL USE COMMERCIALLY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, E-BUILDER CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, E-BUILDER DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCHEVENTS.

EXCEPT FOR THE WARRANTIES SPECIFICALLY AND EXPRESSLY MADE HEREIN AND ANY WARRANTIES SPECIFICALLY PROVIDED IN THE GSA SCHEDULE 70 CONTRACT, E-BUILDER MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, AND ALL SUCH WARRANTIES ARE DISCLAIMED.

FOR ANY ONE OR MORE BREACH OF THIS AGREEMENT OR DEFAULT HEREUNDER, THE ENTIRE LIABILITY OF THE PARTY IN BREACH OR DEFAULT, AND THE EXCLUSIVE REMEDY OF THE OTHER PARTY, SHALL BE PAYMENT OF THE ACTUAL DAMAGES PROXIMATELY CAUSED BY SUCH BREACH OR DEFAULT, WHICH SHALL NOT EXCEED THE AMOUNT OF ONE (1) MONTH'S FEES PAID BY CUSTOMER HEREUNDER. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, LOSSES, OR EXPENSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT. THESE LIMITATIONS ON THE LIABILITY OF EITHER PARTY SHALL APPLY TO ANY AND ALL CAUSES OF ACTION THAT EITHER PARTY MAY HAVE AGAINST THE OTHER, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING A CLAIM, DEMAND OR

ACTION, INCLUDING, WITHOUT LIMITATION, WHETHER IT SOUNDS IN CONTRACT OR TORT, BUT SHALL NOT APPLY TO OR LIMIT SUMS DUE HEREUNDER TO E-BUILDER FOR SERVICES. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the GSA Schedule 70 contract (e.g., clause 552.238-75 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).

43 Indemnity. e-Builder agrees to indemnify and hold harmless the Customer (for services rendered under a Task Order, as applicable), , its officers, directors, employees or agents from and against any claims made upon it by any third party, arising out of information or software provided by it or actions of its employees, agents orinvitees.

5. AUDIT RIGHTS. e-Builder will have the right, during normal business hours and upon at least five (5) days prior written notice, to have an independent audit firm selected by e-Builder audit Customer's records relating to Customer's activities pursuant to this Service Agreement in order to verify that Customer has complied with the terms of this Agreement Such audits will be conducted no more than once in any period of twelve (12) consecutive months, and e- Builder will adhere to any security measures required by the Ordering Activity.

6. CONFIDENTIALITY. Confidential Information refers to all nonpublic information provided by one party to the other, but it does not include this Service Agreement. The Parties agree that, except to the extent necessary to implement the terms and conditions of this Agreement, when authorized in writing by the other Party or when otherwise required by law: (i) each Party will preserve and protect the confidentiality of the other Party's Confidential Information; (ii) neither Party will disclose to any third party the existence, source, content or substance of the other Party's Confidential Information, or make copies of such Confidential Information except as required by this Agreement; (iii) neither Party will deliver the other Party's Confidential Information to any third party, or permit such information to be removed from the premises of the Party receiving such information; and (iv) each Party shall advise any of its employees or agents working on or having access to the other Party's Confidential Information of the confidentiality of suchinformation.

7. MISCELLANEOUS

7.1 Governing Law and Venue. This Agreement shall be governed by and interpreted in all respects in accordance with the laws of the United States.

72 Notices. All notices required or permitted to be sent pursuant to this Agreement shall, unless otherwise specifically provided, be in writing and shall be deemed given when delivered personally or by facsimile, overnight air courier or certified mail (postage prepaid, return receipt requested), to the addresses shown above or such other substitute address designated in writing.

73 Force Majeure. Notwithstanding any other provision of this Agreement, if by reason of Force Majeure, any Party is unable to perform certain of its obligations under this Agreement it shall be automatically relieved of those obligations to the extent, and for the period of time, that such Party is prevented from meeting them by Force Majeure.

E-BUILDER, INC.	"Customer"
By:_____	By: _____
Title:_____	Title: _____
Date:_____	Date: _____

e-Builder, Inc.
Awarded GSA Pricelist

SIN	Labor Category / Service Title	Functional Responsibility	Minimum Experience	Minimum Education	UOI	GSA PRICE	WARRANTY	COO
54151S	Project Manager II	Coordinate day-to-day activities of a project implementation team of business analysts. Manages scope, schedule, and financials for each project. Responsible for measuring and reporting key implementation related KPIs to internal and customer stakeholders.	6	Bachelors	Hour	$ 160.81	Standard Warranty	US
54151S	Business Analyst	Responsible for requirements gathering, documentation, and configuration of e-Builder Enterprise. Works with stakeholders to develop and execute UAT strategies. Creates and distributes meeting minutes, status reports, and required documentation to project stakeholders.	2	Bachelors	Hour	$ 145.49	Standard Warranty	US
54151S	Software Engineer	Participates in all aspects of product and client specific custom software development from requirements analysis through product release. Assists with testing strategies and evaluation of expected results. Communicates status, risks, and other issues on software development projects.	2	Bachelors	Hour	$ 168.46	Standard Warranty	US
54151S	Managed Services - 25% FTE - Tier 1	Design, configuration, documentation, and training of e-Builder Enterprise. Work with stakeholders to develop and execute UAT strategies. 520 hours of service per year included in price. Work will be done remotely.	2	Bachelors	Annual	$ 69,823.68	Standard Warranty	US
54151S	Managed Services - 50% FTE - Tier 1	Design, configuration, documentation, and training of e-Builder Enterprise. Work with stakeholders to develop and execute UAT strategies. 1040 hours of service per year included in price. Work will be done remotely.	2	Bachelors	Annual	$ 129,672.54	Standard Warranty	US
54151S	Managed Services - 75% FTE - Tier 1	Design, configuration, documentation, and training of e-Builder Enterprise. Work with stakeholders to develop and execute UAT strategies. 1560 hours of service per year included in price. Work will be done remotely.	2	Bachelors	Annual	$ 179,546.60	Standard Warranty	US
54151S	Managed Services - 100% FTE - Tier 1	Design, configuration, documentation, and training of e-Builder Enterprise. Work with stakeholders to develop and execute UAT strategies. 2080 hours of service per year included in price. Work will be done remotely.	2	Bachelors	Annual	$ 219,445.84	Standard Warranty	US

e-Builder, Inc.
Awarded GSA Pricelist

SIN	MFR	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE	WARRANTY	COO
54151ECOM	e-Builder	eB-Ent-GSA-15-Named	eB-Ent-GSA-15-Named	e-Builder Enterprise GSA Bundle which includes core platform and up to 15 named users. One year subscription license with auto renewal. Includes e-Builder Enterprise 15 named, Business Intelligence Add-on, and Data Warehouse	Platform with up to 15 users / year	$ 28,581.86	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-15-Named (on AWS GovCloud)	eB-Ent-GSA-15-Named (on AWS GovCloud)	e-Builder Enterprise GSA Bundle hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and up to 15 named users. One year subscription license with auto renewal. Includes e-Builder Enterprise 15 named, AWS GovCloud Hosting, Business Intelligence Add-on, and Data Warehouse	Platform with up to 15 users / year	$ 35,431.99	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-50-Named	eB-Ent-GSA-50-Named	e-Builder Enterprise GSA Bundle which includes core platform and up to 50 named users. One year subscription license with auto renewal. Includes e-Builder Enterprise 50 named, Business Intelligence Add-on, and Data Warehouse	Platform with up to 50 users / year	$ 59,032.75	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-50-Named (on AWS GovCloud)	eB-Ent-GSA-50-Named (on AWS GovCloud)	e-Builder Enterprise GSA Bundle hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and up to 50 named users. One year subscription license with auto renewal. Includes e-Builder Enterprise 50 named, AWS GovCloud Hosting, Business Intelligence Add-on, and Data Warehouse	Platform with up to 50 users / year	$ 75,571.79	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-20M-Capital_Program	eB-Ent-GSA-20M-Capital_Program	e-Builder Enterprise GSA Bundle which includes core platform and unlimited users for capital programs up to $20 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 20M Capital Program, Business Intelligence Add-on, and Data Warehouse	Platform with unlimited users for up to $20 million in capital program	$ 45,843.83	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-20M-Capital_Program (on AWS GovCloud)	eB-Ent-GSA-20M-Capital_Program (on AWS GovCloud)	e-Builder Enterprise GSA Bundle hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to $20 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 20M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, and Data Warehouse	Platform with unlimited users for up to $20 million in capital program	$ 58,186.40	Standard Warranty	US

SIN	MFR	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE	WARRANTY	COO
54151ECOM	e-Builder	eB-Ent-GSA-50M-Capital_Program	eB-Ent-GSA-50M-Capital_Program	e-Builder Enterprise GSA Bundle which includes core platform and unlimited users for capital programs up to $50 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 50M Capital Program, Business Intelligence Add-on, and Data Warehouse	Platform with unlimited users for up to $50 million in capital program	$ 84,634.76	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-50M-Capital_Program (on AWS GovCloud)	eB-Ent-GSA-50M-Capital_Program (on AWS GovCloud)	e-Builder Enterprise GSA Bundle hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to $50 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 50M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, and Data Warehouse	Platform with unlimited users for up to $50 million in capital program	$ 109,319.90	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-300M-Capital_Program	eB-Ent-GSA-300M-Capital_Program	e-Builder Enterprise GSA Bundle which includes core platform and unlimited users for capital programs up to $300 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 300M Capital Program, Business Intelligence Add-on, Sandbox, and Data Warehouse	Platform with unlimited users for up to $300 million in capital program	$ 217,440.81	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-300M-Capital_Program (on AWS GovCloud)	eB-Ent-GSA-300M-Capital_Program (on AWS GovCloud)	e-Builder Enterprise GSA Bundle hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to $300 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 300M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, Shared Testing Environment, and Data Warehouse	Platform with unlimited users for up to $300 million in capital program	$ 277,425.69	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-500M-Capital_Program	eB-Ent-GSA-500M-Capital_Program	e-Builder Enterprise GSA Bundle which includes core platform and unlimited users for capital programs up to $500 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 500M Capital Program, Business Intelligence Add-on, Shared Testing Environment, and Data Warehouse	Platform with unlimited users for up to $500 million in capital program	$ 281,057.93	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-500M-Capital_Program (on AWS GovCloud)	eB-Ent-GSA-500M-Capital_Program (on AWS GovCloud)	e-Builder Enterprise GSA Bundle hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to $500 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 500M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, Shared Testing Environment, and Data Warehouse	Platform with unlimited users for up to $500 million in capital program	$ 361,284.63	Standard Warranty	US

SIN	MFR	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE	WARRANTY	COO
54151ECOM	e-Builder	eB-Ent-GSA-1000M-Capital_Program	eB-Ent-GSA-1000M-Capital_Program	e-Builder Enterprise GSA Bundle which includes core platform and unlimited users for capital programs up to $1000 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 1000M Capital Program, Business Intelligence Add-on, Shared Testing Environment, and Data Warehouse	Platform with unlimited users for up to $1000 million in capital program	$ 370,277.08	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-1000M-Capital_Program (on AWS GovCloud)	eB-Ent-GSA-1000M-Capital_Program (on AWS GovCloud)	e-Builder Enterprise GSA Bundle hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to $1000 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 1000M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, Shared Testing Environment, and Data Warehouse	Platform with unlimited users for up to $1000 million in capital program	$ 478,891.69	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-2000M-Capital_Program	eB-Ent-GSA-2000M-Capital_Program	e-Builder Enterprise GSA Bundle which includes core platform and unlimited users for capital programs up to $2000 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 2000M Capital Program, Business Intelligence Add-on, Shared Testing Environment, and Data Warehouse	Platform with unlimited users for up to $2000 million in capital program	$ 478,891.69	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-2000M-Capital_Program (on AWS GovCloud)	eB-Ent-GSA-2000M-Capital_Program (on AWS GovCloud)	e-Builder Enterprise GSA Bundle hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to $2000 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 2000M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, Shared Testing Environment, and Data Warehouse	Platform with unlimited users for up to $2000 million in capital program	$ 622,065.49	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-3000M-Capital_Program	eB-Ent-GSA-3000M-Capital_Program	e-Builder Enterprise GSA Bundle which includes core platform and unlimited users for capital programs up to $3000 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 3000M Capital Program, Business Intelligence Add-on, Shared Testing Environment, and Data Warehouse	Platform with unlimited users for up to $3000 million in capital program	$ 575,869.02	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-3000M-Capital_Program (on AWS GovCloud)	eB-Ent-GSA-3000M-Capital_Program (on AWS GovCloud)	e-Builder Enterprise GSA Bundle hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to $3000 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 3000M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, Sandbox, and Data Warehouse	Platform with unlimited users for up to $3000 million in capital program	$ 749,899.24	Standard Warranty	US

SIN	MFR	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE	WARRANTY	COO
54151ECOM	e-Builder	EB-APPX-SUB-Platform	EB-APPX-SUB-Platform	e-Builder AppXchange platform subscription which includes up to 5 integatrion points. One year subscription license. Requires EB-APPX-SVC-1IP	e-Builder AppXchange Platform with up to 5 Integration Points	$ 9,571.79	Standard Warranty	US
54151ECOM	e-Builder	EB-APPX-SUB-1IP	EB-APPX-SUB-1IP	Additional e-Builder AppXchange subscription for 1 additional points. Requires EB-APPX-SVC-1IP	Additional 1 Integration Point	$ 957.18	Standard Warranty	US
54151ECOM	e-Builder	EB-APPX-SVC-1IP	EB-APPX-SVC-1IP	One-Time Fee For Implementation of for all AppXchange Integration Points	EA	$ 2,010.08	Standard Warranty	US
54151ECOM	e-Builder	eB-FedRAMP-15-Named	eB-FedRAMP-15-Named	e-Builder FedRAMP which access up to 15 named users. One year subscription license with auto renewal. Includes e-Builder FedRAMP 15 named, and Business Intelligence Add-on.	Platform with up to 15 users / year	$ 46,214.11	Standard Warranty	US
54151ECOM	e-Builder	eB-FedRAMP-50-Named	eB-FedRAMP-50-Named	e-Builder FedRAMP which access up to 50 named users. One year subscription license with auto renewal. Includes e-Builder FedRAMP 50 named, and Business Intelligence Add-on.	Platform with up to 50 users / year	$ 82,659.95	Standard Warranty	US
54151ECOM	e-Builder	eB-FedRAMP-20M-Capital_Program	eB-FedRAMP-20M-Capital_Program	e-Builder FedRAMP which access for unliimted named users for capital programs up to $20 Million. One year subscription license with auto renewal. Includes e-Builder FedRAMP 20M Capital Program, and Business Intelligence Add-on.	Platform with unlimited users for up to $20 million in capital program	$ 63,476.07	Standard Warranty	US
54151ECOM	e-Builder	eB-FedRAMP-50M-Capital_Program	eB-FedRAMP-50M-Capital_Program	e-Builder FedRAMP which access for unliimted named users for capital programs up to $50 Million. One year subscription license with auto renewal. Includes e-Builder FedRAMP 50M Capital Program, and Business Intelligence Add-on.	Platform with unlimited users for up to $50 million in capital program	$ 119,899.24	Standard Warranty	US

SIN	MFR	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE	WARRANTY	COO
54151ECOM	e-Builder	eB-FedRAMP-300M-Capital_Program	eB-FedRAMP-300M-Capital_Program	e-Builder FedRAMP which access for unliimted named users for capital programs up to $300 Million. One year subscription license with auto renewal. Includes e-Builder FedRAMP 300M Capital Program, Business Intelligence Add-on, and Shared Test Environment.	Platform with unlimited users for up to $300 million in capital program	$ 314,065.49	Standard Warranty	US
54151ECOM	e-Builder	eB-FedRAMP-500M-Capital_Program	eB-FedRAMP-500M-Capital_Program	e-Builder FedRAMP which access for unliimted named users for capital programs up to $500 Million. One year subscription license with auto renewal. Includes e-Builder FedRAMP 500M Capital Program, Business Intelligence Add-on, and Shared Test Environment.	Platform with unlimited users for up to $500 million in capital program	$ 406,599.50	Standard Warranty	US
54151ECOM	e-Builder	eB-FedRAMP-1000M-Capital_Program	eB-FedRAMP-1000M-Capital_Program	e-Builder FedRAMP which access for unliimted named users for capital programs up to $1000 Million. One year subscription license with auto renewal. Includes e-Builder FedRAMP 1000M Capital Program, Business Intelligence Add-on, and Shared Test Environment.	Platform with unlimited users for up to $1000 million in capital program	$ 536,372.80	Standard Warranty	US
54151ECOM	e-Builder	eB-FedRAMP-2000M-Capital_Program	eB-FedRAMP-2000M-Capital_Program	e-Builder FedRAMP which access for unliimted named users for capital programs up to $2000 Million. One year subscription license with auto renewal. Includes e-Builder FedRAMP 2000M Capital Program, Business Intelligence Add-on, and Shared Test Environment.	Platform with unlimited users for up to $2000 million in capital program	$ 694,357.68	Standard Warranty	US
54151ECOM	e-Builder	eB-FedRAMP-3000M-Capital_Program	eB-FedRAMP-3000M-Capital_Program	e-Builder FedRAMP which access for unliimted named users for capital programs up to $3000 Million. One year subscription license with auto renewal. Includes e-Builder FedRAMP 3000M Capital Program, Business Intelligence Add-on, and Shared Test Environment.	Platform with unlimited users for up to $3000 million in capital program	$ 835,415.62	Standard Warranty	US

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Gulf States Distributors for 81 cases 223 rifle ammunition for MPD.
General fund.

Amount of Contract:

$25,515.00

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20231218 Gulf Agenda Package POs	Cover Memo	12/18/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	12/28/2023 - 11:38 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
1949	2024	(1530) POLICE ADMIN SERVICES	81 CASES 223 RIFLE AMMUNITION FOR MPD (AL STATE CONTRACT)	$25,515.00	(078918) GULF STATES DISTRIBUTORS

Adopted:

_____
City Clerk

Bill To	Requisition 00001949-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
GULF STATES DISTRIBUTORS	POLICE PISTOL RANGE
6000 EAST SHIRLEY LANE	12251 TANNER WILLIAMS RD
	MOBILE, AL 36608
MONTGOMERY, AL 36117	
Tel#800-223-7869 Fax 334-279-9267	
	Deliver To
	POLICE PISTOL RANGE
	12251 TANNER WILLIAMS RD
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/15/23	078918				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER STATE CONTRACT MA230000004087 AND YOUR QUOTE			
001	AMMUNITION RIFLE, .223, 55 GRAIN HI-SHOK SOFT POINT, 500 ROUNDS/CASE, FEDERAL T223A, NO SUBS. VENDOR TO PROVIDE FEDERAL T223A 500/CASE. Vendor Item Inventory Item/Loc 10393	81.00 CASE	315.00000	25515.00
1	1000.30.15.1530.1542.1530.0000.0000.47020.			25515.00

Ship To
POLICE PISTOL RANGE
12251 TANNER WILLIAMS RD
MOBILE, AL 36608

Deliver To
POLICE PISTOL RANGE
12251 TANNER WILLIAMS RD
MOBILE, AL 36608

Requisition Link

Requisition Total 25515.00

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

Account	Amount	Remaining Budget

Bill To	Requisition 00001949-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved

Vendor
GULF STATES DISTRIBUTORS
6000 EAST SHIRLEY LANE

MONTGOMERY, AL 36117

Tel#800-223-7869
Fax 334-279-9267

Ship To
POLICE PISTOL RANGE
12251 TANNER WILLIAMS RD

MOBILE, AL 36608

Deliver To
POLICE PISTOL RANGE
12251 TANNER WILLIAMS RD

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/15/23	078918				POLICE ADMIN SERVICES

Account	Amount	Remaining Budget
1000.30.15.1530.1542.1530.0000.0000.47020.	25515.00	
SUPPORT SERVICE DIV EXP	EQUIPMENT (LESS THAN $5000)	

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

Activity	Date	Clerk	Comment
Approved	12/15/23	DONALD ROSE	Auto approved by: 910520704
Approved	12/15/23	SANDRA LEWIS	Auto approved by: 910520704
Approved	12/15/23	STEVEN KRONINGER	Auto approved by: 910520704
Approved	12/15/23	SAMANTHA COOLEY	
Approved	12/15/23	JOHN PAINE	Auto approved by: 910520704
Approved	12/15/23	MICHAEL SPAFFORD	Auto approved by: 910520704

Authorized By: _____ Date: _____
Signature

Contract: MA230000004087 - Ammunition Statewide MA

Contract Header

Contract
Ammunition Statewide MA

Type
Master Agreement

Supplier
Gulf States Distributors Inc

Contract Code
MA230000004087

Linked Solicitation
Ammunition - Statewide

Sourcing Number
SRC0000015325

Contact Information

Contract Responsible

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

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Tommy	Trammell	Tommy@gulfstatesdist.com	3342712010

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
7/1/2023

End Date
6/30/2024

Documents

- Master_Agreement_V1.pdf

Items

Item Name	Product Code		UOM
Federal - Ammunition Discount: 20%	I1_1	0.00	Case
Hornady - Ammunition Discount: 35%	I1_2	0.00	Case
PMC - Ammunition Discount: 15%	I1_3	0.00	Case
Speer - Ammunition Discount: 20%	I1_4	0.00	Case
Combined Tactical Systems (CTS) - Ammunition Discount: 5%	I1_5	0.00	Case
Any Manufacturer/Brands Not listed - All Remington Ammunition Discount: 20%	I1_7	0.00	Case

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Gwins Stationery & Engraving Inc to print and mail annual business license renewal forms.
General fund.

Amount of Contract:

$22,994.37

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20231219 Gwins Agenda Package POs	Cover Memo	12/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	12/28/2023 - 11:39 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
2982	2024	(2570) REVENUE	PRINT AND MAIL ANNUAL BUSINESS LICENSE RENEWAL FORMS (SEALED BID 5854)	$22,994.37	(079615) GWINS STATIONERY & ENGRAVING INC

Adopted:

_____
City Clerk

Bill To	Requisition 00002982-00 FY 2024
ACCOUNTS PAYABLE	PO 24002753
P O BOX 389	Acct No:
	1000.60.25.2570.2570.2500.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor
GWINS STATIONERY & ENGRAVING INC
GWINS COMMERCIAL PRINTING
957 SPRINGHILL AVE

MOBILE, AL 36604

Tel#251-438-2226
Fax 251-438-1959

Ship To
REVENUE
205 GOVERNMENT STREET
2ND FLR S TOWER ROOM 243
MOBILE, AL 36644
MAURIA.KING@CITYOFMOBILE.ORG

Delivery Reference
MAURIA KING

Deliver To
REVENUE
205 GOVERNMENT STREET
2ND FLR S TOWER ROOM 243
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/14/23	079615	12/14/23			REVENUE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID 5854 AND YOUR BID RESPONSE			
	PROOF MUST BE APPROVED BEFORE PRINTING			
001	REVENUE, BUSINESS LICENSE RENEWAL FORMS PACKAGE, EACH PACKAGE CONSISTS OF 8-1\2 X 11 SHEETS WITH ENVELOPE AND RETURN ENVELOPE. AS PER MY BID 5854 AND YOUR BID RESPONSE. Vendor Item Inventory Item/Loc 12407	20349.00 EACH	0.58000	11802.42
1	1000.60.25.2570.2570.2500.0000.0000.44020.			11802.42

Ship To
REVENUE
205 GOVERNMENT STREET
2ND FLR S TOWER ROOM 243
MOBILE, AL 36644
Delivery Reference
MAURIA KING

Deliver To
REVENUE
205 GOVERNMENT STREET

Bill To	Requisition 00002982-00 FY 2024
ACCOUNTS PAYABLE	PO 24002753
P O BOX 389	Acct No:
	1000.60.25.2570.2570.2500.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
GWINS STATIONERY & ENGRAVING INC	REVENUE
GWINS COMMERCIAL PRINTING	205 GOVERNMENT STREET
957 SPRINGHILL AVE	2ND FLR S TOWER ROOM 243
	MOBILE, AL 36644
MOBILE, AL 36604	MAURIA.KING@CITYOFMOBILE.ORG
Tel#251-438-2226	Delivery Reference
Fax 251-438-1959	MAURIA KING
	Deliver To
	REVENUE
	205 GOVERNMENT STREET
	2ND FLR S TOWER ROOM 243
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/14/23	079615	12/14/23			REVENUE

LN	Description / Account	Qty	Unit Price	Net Price
	2ND FLR S TOWER ROOM 243 MOBILE, AL 36644			
002	POSTAGE, 1ST CLASS. AS PER MY BID 5854 AND YOUR BID RESPONSE. Vendor Item Inventory Item/Loc 18333	20349.00 EACH	0.55000	11191.95
1	1000.60.25.2570.2570.2500.0000.0000.44020.			11191.95
	Ship To REVENUE 205 GOVERNMENT STREET 2ND FLR S TOWER ROOM 243 MOBILE, AL 36644 Delivery Reference MAURIA KING Deliver To REVENUE 205 GOVERNMENT STREET 2ND FLR S TOWER ROOM 243 MOBILE, AL 36644			

Requisition Link

Requisition Total 22994.37

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

Account	Amount	Remaining Budget
1000.60.25.2570.2570.2500.0000.0000.44020.		

Bill To	Requisition 00002982-00 FY 2024
ACCOUNTS PAYABLE	PO 24002753
P O BOX 389	Acct No:
	1000.60.25.2570.2570.2500.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
GWINS STATIONERY & ENGRAVING INC	REVENUE
GWINS COMMERCIAL PRINTING	205 GOVERNMENT STREET
957 SPRINGHILL AVE	2ND FLR S TOWER ROOM 243
	MOBILE, AL 36644
MOBILE, AL 36604	MAURIA.KING@CITYOFMOBILE.ORG
Tel#251-438-2226	Delivery Reference
Fax 251-438-1959	MAURIA KING
	Deliver To
	REVENUE
	205 GOVERNMENT STREET
	2ND FLR S TOWER ROOM 243
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/14/23	079615	12/14/23			REVENUE

Account	Amount	Remaining Budget
	22994.37	141995.44
REVENUE EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
Approved	12/18/23	DONNA BRYARS	
Unknown	12/18/23	SANDRA LEWIS	
Approved	12/18/23	DONALD ROSE	Auto approved by: 910518227
Approved	12/18/23	SANDRA LEWIS	
Approved	12/18/23	STEVEN KRONINGER	Auto approved by: 910518227
Approved	12/18/23	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	12/18/23	JOHN PAINE	Auto approved by: 910518227
Approved	12/18/23	MICHAEL SPAFFORD	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5854

REVENUE PRINTING LICENSE RENEWALS

	VENDOR	GWIN'S PRINTING	
1	RENEWAL FORM	$ 0.58	
	RENEWAL FORM POSTAGE	$ 0.55	
	Total for Renewal Form	$ 1.13	
2	CITY OF MOBILE BUSINESS LICENSE	$ 0.62	
	CITY OF MOBILE BUSINESS LICENSE POSTAGE	$ 0.55	
	Total for Business License	$ 1.17	
3	BUSINESS LICENSE AND TAX DISCREPANCY NOTICES	$ 0.62	
	BUSINESS LICENSE AND TAX DISCREPANCY NOTICE POSTAGE	$ 0.55	
	Total for Discrepancy Notice	$ 1.17	

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 005

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
11/28/2023	5854	Revenue	As Directed

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M. Thursday, December 07, 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.					
	OFF PREMISE COMPUTER GENERATED LICENSE					
Appx 18,000 to 26,000	**RENEWAL FORM** Renewal form is 8 ½ x 11. Price to include (1) form, (2) #10 window envelope, (3) postage, and (4) artwork changes. Quote is to be furnished as a "per package" quote including items above. This bid is to be awarded on a price per each form package with approximate usage of 24,000 License Renewal Forms and must be mailed by December 16th. Price per each forms package without postage $_____ 1st Class Postage $_____					
Appx 12,000 to 20,000	**CITY OF MOBILE BUSINESS LICENSES** Off Premise Computer Generated Business Licenses. Licenses to be printed monthly with minimum quantity to be 100 per print run. Size of license to be 8 ½ x 11 with standard #10 window envelope. Office copy to be furnished for each license that is printed, as a PDF sent via secure site. License print to be color specific. Color changes with each year's run. Contact department for specific color.					
	Page 1 of 3		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

Price to include (1) form, (2) PDF file, (3) #10 window envelope, (4) postage, and (5) any artwork changes.

Quote is to be furnished as a "per package" quote including all items in the above paragraph.

Quantity of print runs for this contract is to be approximately 20,000.

The business license is to be made in early January and run through March. These runs will be monthly "as needed".

Price per each forms package without postage $_____

1st Class Postage $_____

Appx 15,000 to 20,000

BUSINESS LICENSE AND TAX DISCREPANCY NOTICES
Off Premise Computer Generated Discrepancy Notices

Discrepancy notices to be printed twice with the first run in February.

Form to be 8 ½ x 11 in size and include a #10 window envelope.

Quote to include (1) form, (2) #10 window envelope, (3) postage, and (4) any artwork charges.

Quantity of print run is approximately 5,000 with first print run in and vary every month after the first run.

Price per each forms package without postage $_____

1st Class Postage $_____

Pricing to be held firm for a one (1) year period. Prices may be extended for up to two (2) additional one year periods with the approval of both the successful vendor and the City of Mobile.

City of Mobile will furnish all artwork for all forms.

City of Mobile Postal Permit Required.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

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 Preference Law 41-16-50 (a) and (d) will apply to this purchase.

If you have any questions, please contact the Purchasing Department at purchasing@cityofmobile.org.

Samples of forms are attached to this bid package.

Vendor **MUST** mail all packages no later than 7-10 business days from the receipt of the file.

Vendor will be responsible to drop forms and packages at Post Office. Vendor must have local office.

Address of local office _____

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.

CITY OF MOBILE

BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

YEAR	LICENSE NO
2022	
ISSUED	EXPIRES
3/3/2022	12/31/2022

525110 P AND F - NEW PREMIUM
525111 P AND F - RENEWAL PREMIUM

Donna G. Bryars

Donna G. Bryars, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue

1 T1 P1

THE CITY OF MOBILE, ALABAMA
REVENUE DEPARTMENT

December 15, 2021

IMPORTANT NOTICE

LTL P1

Account #:

The City of Mobile, Annual Alabama Privilege License Tax Renewal forms and the Annual Alabama Policemen & Firefighters Pension and Relief Fund Fee forms are now available on the City of Mobile website at https://www.cityofmobile.org/government/revenue/revenue-forms-and-applications/.

Please remit payment to:

City of Mobile
Revenue Department
PO Box 3065
Mobile, AL 36652

NOTE: The City of Mobile is a self administrating municipality and as such requires payment be made directly to The City of Mobile and NOT to the Alabama League of Municipalities. Please remember the due date is March 1, 2022. Renewals postmarked March 2, 2022 and after will be subjected to penalties and interest.

Please complete and return the renewal forms even if there have been no premiums written by the company in the City of Mobile.

If you have any questions, please contact the Revenue Department at (251) 208-7462 option 1.

Thank you for your prompt attention to this matter.

THE CITY OF MOBILE, ALABAMA
REVENUE DEPARTMENT

December 15, 2021

IMPORTANT NOTICE
2022 CITY OF MOBILE BUSINESS LICENSE RENEWAL

This notice is being sent in accordance with City of Mobile Ordinance Sec 34-44(iii) requiring a renewal reminder to be mailed to each licensee annually.

2022 Business License may be renewed online beginning January 1, 2022 by going to https://mobileselfservice.tylertech.com or www.cityofmobile.org/services/payment-center and clicking on **BUSINESS LICENSE RENEWAL.**

Existing Citizen Self Service customers may file and pay City of Mobile business licenses and taxes using the same account.

New Citizen Self Service customers must establish an account by registering online at https://mobileselfservice.tylertech.com (see instructions online).

If you have questions or need assistance, please contact your account manager listed below:

Name: JANICE CARR
Phone Number: (251) 208-7836
Email Address: JANICE.CARR@CITYOFMOBILE.ORG

THE CITY OF MOBILE, ALABAMA
REVENUE DEPARTMENT

December 15, 2021

IMPORTANT NOTICE
2022 CITY OF MOBILE BUSINESS LICENSE RENEWAL

This notice is being sent in accordance with City of Mobile Ordinance Sec 34-44(iii) requiring a renewal reminder to be mailed to each licensee annually.

2022 Business License may be renewed online beginning January 1, 2022 by going to https://mobileselfservice.tylertech.com or www.cityofmobile.org/services/payment-center and clicking on BUSINESS LICENSE RENEWAL.

Our records show you have residential rental properties in the City of Mobile at the locations below.

RENTAL LOCATIONS

Address	City	State	Zip Code
	Mobile	AL	36619-5338
	Mobile	AL	36695-9132
	Mobile	AL	36608-3972
	Mobile	AL	36695
	Mobile	AL	36609-2369
	Mobile	AL	36695-9474
	Mobile	AL	36693
	Mobile	AL	36619-5153

If this information is not correct, please contact your Account Manager at:

Name: NIKKI MCGLASKER
Phone Number: (251) 208-5824
Email Address: NIKKI.MCGLASKER@CITYOFMOBILE.ORG

CITY OF MOBILE
REVENUE DEPARTMENT

February 15, 2022

26TL P1

Account #:

DELINQUENT BUSINESS LICENSE NOTICE

PMT Status	YEAR	NAICS	Description	TAX AMT	PAID AMT	BALANCE DUE
NON-FILING	2018	238992	CONSTRUCTION	*	*	*
NON-FILING	2019	238992	CONSTRUCTION	*	*	*
NON-FILING	2020	238992	CONSTRUCTION	*	*	*
NON-FILING	2021	238992	CONSTRUCTION	*	*	*
NON-FILING	2022	238992	CONSTRUCTION	*	*	*

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:
https://mobileselfservice.tylertech.com
or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT
Attn: JANICE CARR
PO BOX 3065
MOBILE, AL 36652-3065

If you feel you have received this notice in error or need to discuss further, please contact your Account Manager with the City of Mobile Revenue Department below:

Name: JANICE CARR
Phone Number: (251) 208-7062
Email Address: KENNETH.MOSLEY@CITYOFMOBILE.ORG

CITY OF MOBILE
REVENUE DEPARTMENT

December 22, 2021

Account #:

DELINQUENCY TAX NOTICE

Bill #	PMT Status	MTH/YR	Description	TAX AMT	PAID AMT	BALANCE DUE
*	NON FILING	1/2021	SALES TAX	*	*	*
*	NON FILING	2/2021	SALES TAX	*	*	*
	UNDERPAYMENT	3/2021	SALES TAX	$16782.93	$13763.13	$3019.80
	NO PAYMENT	6/2021	SALES TAX	$7042.75	$0.00	$7042.75
*	NON FILING	7/2021	SELLERS USE TAX	*	*	*
*	NON FILING	8/2021	SELLERS USE TAX	*	*	*
*	NON FILING	9/2021	SELLERS USE TAX	*	*	*

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:
https://mobileselfservice.tylertech.com
or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT
Attn: JOAN BRUTKIEWICZ
PO BOX 3065
MOBILE, AL 36652-3065

If you feel you have received this notice in error or need to discuss further, please contact your Account Manager with the City of Mobile Revenue Department below:

Name: JOAN BRUTKIEWICZ
Phone Number: (251) 208-7868
Email Address: JOAN.BRUTKIEWICZ@CITYOFMOBILE.ORG

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:1/2/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase orders to Precision Delta Corp for 9mm ammunition for MPD.
General fund.

Amount of Contract:

$67,076.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20231218 Precision Agenda Package POs	Cover Memo	12/18/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	12/28/2023 - 11:39 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 requisitions as indicated below and attached herein:

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
1827, 1836	2024	(1530) POLICE ADMIN SERVICES	520 CASES WINCHESTER 9MM AMMUNITION FOR MPD (AL STATE CONTRACT)	$67,076.00	(293984) PRECISION DELTA CORP

Adopted:

_____
City Clerk

Bill To	Requisition 00001827-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 910520704 Status: Approved Page 1

Vendor	Ship To
PRECISION DELTA CORP P O BOX 128 RULEVILLE, MS 38771 Tel#662-756-2810 Fax 662-756-2591	POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608
	Deliver To POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/09/23	293984				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER CONTRACT MA230000004088 AND YOUR QUOTE			
001	AMMUNITION/WINCHESTER, 9MM LUGER, 124 GRAIN FMJ, (TRAINING) (USA9MM) 500 RNDS PER CASE	400.00 EACH	119.12000	47648.00
	Additional Description Notes			
	VENDOR TO PROVIDE WINCHESTER USA9MM			
	Vendor Item			
1	1000.30.15.1530.1542.1530.0000.0000.47020.			47648.00
	Ship To POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608			
	Deliver To POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608			

Requisition Link

Requisition Total 47648.00

Bill To	Requisition 00001827-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 910520704 Status: Approved Page 2

Vendor	Ship To
PRECISION DELTA CORP P O BOX 128 RULEVILLE, MS 38771 Tel#662-756-2810 Fax 662-756-2591	POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608 Deliver To POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/09/23	293984				POLICE ADMIN SERVICES

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
1000.30.15.1530.1542.1530.0000.0000.47020.	47648.00	
SUPPORT SERVICE DIV EXP EQUIPMENT (LESS THAN $5000)		

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

Activity	Date	Clerk	Comment
CCancelled	12/15/23	SAMANTHA COOLEY	GL Allocation changed
Approved	12/15/23	DONALD ROSE	Auto approved by: 910520704
Approved	12/15/23	SANDRA LEWIS	Auto approved by: 910520704
Approved	12/15/23	STEVEN KRONINGER	Auto approved by: 910520704
Approved	12/15/23	SAMANTHA COOLEY	
Approved	12/15/23	JOHN PAINE	Auto approved by: 910520704
Approved	12/15/23	MICHAEL SPAFFORD	Auto approved by: 910520704

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001836-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PRECISION DELTA CORP	POLICE PISTOL RANGE
P O BOX 128	12251 TANNER WILLIAMS RD
	MOBILE, AL 36608
RULEVILLE, MS 38771	
Tel#662-756-2810	
Fax 662-756-2591	
	Deliver To
	POLICE PISTOL RANGE
	12251 TANNER WILLIAMS RD
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/13/23	293984				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER CONTRACT MA230000004088			
	AND YOUR QUOTE			
001	AMMUNITION 9MM, 147 GRAIN, SUBSONIC, WINCHESTER RANGER TALON, VENDOR TO PROVIDE WINCHESTER RA9T 500/CASE.	120.00 CASE	161.90000	19428.00
	Additional Description Notes			
	DUTY ISSUE			
	**NO SUBSTITUTIONS			
	500ROUNDS PER CASE			
	147 GRAIN T-SERIES			
	VENDOR TO PROVIDE WINCHESTER RA9T			
	Vendor Item			
	Inventory Item/Loc 10395			
1	1000.30.15.1530.1542.1530.0000.0000.47020.			19428.00

Bill To	Requisition 00001836-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 910520704 Status: Approved Page 2

Vendor	Ship To
PRECISION DELTA CORP P O BOX 128 RULEVILLE, MS 38771 Tel#662-756-2810 Fax 662-756-2591	POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608 Deliver To POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/13/23	293984				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
POLICE PISTOL RANGE
12251 TANNER WILLIAMS RD
MOBILE, AL 36608

Deliver To
POLICE PISTOL RANGE
12251 TANNER WILLIAMS RD
MOBILE, AL 36608

Requisition Link

Requisition Total 19428.00

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

Account	Amount	Remaining Budget
1000.30.15.1530.1542.1530.0000.0000.47020.	19428.00	
SUPPORT SERVICE DIV EXP EQUIPMENT (LESS THAN $5000)		

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

Activity	Date	Clerk	Comment
CCancelled	12/15/23	SAMANTHA COOLEY	GL Allocation changed
Approved	12/15/23	DONALD ROSE	Auto approved by: 910520704
Approved	12/15/23	SANDRA LEWIS	Auto approved by: 910520704
Approved	12/15/23	STEVEN KRONINGER	Auto approved by: 910520704
Approved	12/15/23	SAMANTHA COOLEY	
Approved	12/15/23	JOHN PAINE	Auto approved by: 910520704
Approved	12/15/23	MICHAEL SPAFFORD	Auto approved by: 910520704

Bill To	Requisition 00001836-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
PRECISION DELTA CORP	POLICE PISTOL RANGE
P O BOX 128	12251 TANNER WILLIAMS RD
	MOBILE, AL 36608
RULEVILLE, MS 38771	
Tel#662-756-2810 Fax 662-756-2591	
	Deliver To
	POLICE PISTOL RANGE
	12251 TANNER WILLIAMS RD
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/13/23	293984				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Contract: MA230000004088 - Ammunition Statewide MA

Contract Header

Contract
Ammunition Statewide MA

Type
Master Agreement

Supplier
Precision Delta Corp

Contract Code
MA230000004088

Linked Solicitation
Ammunition - Statewide

Sourcing Number
SRC0000015325

Contact Information

Contract Responsible

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

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
GINGER	STILLIONS	ginger@precisiondelta.com	6627562810
Ginger	Stillions	ginger@precisiondelta.com	6627562810

2 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
7/1/2023

End Date
6/30/2024

Documents

- Master_Agreement_V1.pdf

Items

Item Name	Product Code		UOM
Winchester - Ammunition Discount: 51%	I1_6	0.00	Case

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sansom Equipment Co Inc for new vertical mast assembly for New Way body on 2018 Peterbilt chassis garbage truck.
General fund, Motor Pool expense.

Amount of Contract:

$24,376.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20231219 Sansom Agenda Package POs	Cover Memo	12/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	12/28/2023 - 11:40 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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
3088	2024	(2050) FLEET MANAGEMENT-GARAGE	NEW VERTICAL MAST ASSEMBLY FOR NEW WAY BODY ON 2018 PETERBILT CHASSIS GARBAGE TRUCK (BELOW BID REQUIREMENT)	$24,376.00	(190715) SANSOM EQUIPMENT CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00003088-00 FY 2024
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050.
MOBILE, AL	Review:
36604	Buyer: 9105spam
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MUNICIPAL GARAGE
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	sean.clark@cityofmobile.org
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	JOHN EVANS

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/18/23	190715				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	NGPO#:PO-04466			
001	02594-VERTICAL MAST ASSY - 132265	1.00 EACH	24376.00000	24376.00
	Additional Description Notes			
	ESTIMATE NUMBER 02003547, 12/13/23			
1	7000.40.20.0000.0000.2070.0000.0000.45050.			24376.00
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Deliver To			

Requisition Link

Requisition Total 24376.00

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45050.	24376.00	21893258.44
MOTOR POOL EXP REPAIR PARTS		

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

Activity	Date	Clerk	Comment
Approved	12/18/23	CHARLES SUMRALL	Approve repairs

Bill To	Requisition 00003088-00 FY 2024
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.45050.
MOBILE, AL	Review:
36604	Buyer: 9105spam
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MUNICIPAL GARAGE
2025 W I-65 SERVICE ROAD NORTH	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36618	sean.clark@cityofmobile.org
Tel#205-401-4040	Delivery Reference
Fax 251-631-3768	JOHN EVANS

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/18/23	190715				FLEET MANAGEMENT-GARAGE

LN	Description / Account			Qty	Unit Price	Net Price
	Queued	12/18/23	SHONNDA SMITH		Approve repairs	
	Queued	12/18/23	JAMES DELAPP		Approve repairs	
	Queued	12/18/23	CHERI BOUCHER		Approve repairs	
	Queued	12/18/23	CASI CALLAWAY		Approve repairs	
	Pending		DONALD ROSE		Approve repairs	
	Pending		SANDRA LEWIS		Approve repairs	
	Pending		STEVEN KRONINGER		Approve repairs	
	Pending		SAMANTHA COOLEY		Approve repairs	
	Pending		JOHN PAINE		Approve repairs	
	Pending		MICHAEL SPAFFORD		Approve repairs	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to STONS, Inc for one-year renewal of monday.com work and project-management software for MIT.
General fund.

Amount of Contract:

$69,768.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20231228 Stons Agenda Package POs	Cover Memo	12/28/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	12/28/2023 - 11:41 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
3219	2024	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF MONDAY.COM WORK AND PROJECT-MANAGEMENT SOFTWARE FOR MIT (GSA CONTRACT, BID EXEMPT AS SOFTWARE)	$69,768.00	(297526) STONS INC.

Adopted:

_____
City Clerk

Bill To	Requisition 00003219-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
STONS INC 2035 LINCOLN HIGHWAY SUITE 1010 EDISON, NJ 08817 Tel#6468755499	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/21/23	297526	12/21/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- RENEWAL OF EXISTING SOFTWARE PER GSA #GS35F153GA.			
001	Existing 180 Licenses Y3 Dec 25 2023 - Dec 24 2024	180.00 EACH	387.60000	69768.00
	1 1000.10.23.5000.5000.5000.0000.0000.42115.			69768.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	Customer success plan Gold Package, Named Customer Success manager - 6 strategic touchpoints10 consulting hours per year to be provided by Monday.com	1.00 EACH	0.00000	0.00
	1 1000.10.23.5000.5000.5000.0000.0000.42115.			.00

Bill To	Requisition 00003219-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
STONS INC 2035 LINCOLN HIGHWAY SUITE 1010 EDISON, NJ 08817 Tel#6468755499	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/21/23	297526	12/21/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

Requisition Link

Requisition Total 69768.00

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115. INFORMATION TECHNOLOGY EXP SOFTWARE COSTS	69768.00	1592290.54

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

Activity	Date	Clerk	Comment
Approved	12/21/23	GREG HOLLIDAY	Auto approved by: 91057606
Approved	12/21/23	SCOTT KEARNEY	
Approved	12/21/23	UDARA JAYASENA	Auto approved by: 91057606
Approved	12/27/23	DONALD ROSE	Approved by: 9105fola
Approved	12/27/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	12/27/23	STEVEN KRONINGER	Auto approved by: 910516727
Approved	12/27/23	SAMANTHA COOLEY	Auto approved by: 910516727

Bill To	Requisition 00003219-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
STONS INC 2035 LINCOLN HIGHWAY SUITE 1010 EDISON, NJ 08817 Tel#6468755499	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/21/23	297526	12/21/23			INFORMATION TECHNOLOGY

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	12/27/23	JOHN PAINE		Auto approved by: 910516727	
	Approved	12/27/23	MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICELIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*®, a menu-driven database system. The INTERNET address GSA *Advantage!*® is: GSAAdvantage.gov.

SCHEDULE TITLE: Federal Supply Schedule 70 – General Purpose Commercial Information Technology Equipment, Software, and Services

FSC Group, Part, and Section or Standard Industrial Group (as applicable): FSC Group 70

SPECIAL ITEM NUMBER 511210 - SOFTWARE LICENSES

Software Licenses Includes both term and perpetual software licenses and maintenance

SPECIAL ITEM NUMBER 54151- Software Maintenance Services

Software Maintenance Services Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

FSC Class(es)/Product code(s) and/or Service Codes (as applicable):
- Ancillary Financial Systems Software
- Application Software
- Communications Software
- Core Financial Management Software
- Electronic Commerce (EC) Software
- Large Scale Computers
- Microcomputers
- Operating System Software
- Special Physical, Visual, Speech, and Hearing Aid Software. Provide specific information.
- Utility Software

CONTRACT NUMBER: GS-35F-153GA

CONTRACT PERIOD: December 27, 2021 through December 28, 2026

For more information on ordering from Federal Supply go to this website: www.gsa.gov/schedules

CONTRACTOR:

STONS,INC.
2035 State route 27, Suite 1010
Edison, NJ 08817
Phone: (646) 875-5499;

Fax: (646) 839-2727 Email:
amir.shalev@stons.biz
www.stons.biz

CONTRACTOR'S ADMINISTRATION SOURCE: Amir Shalev, CEO
Phone: (646) 875-5499
Fax: (646) 839-2727
Email: amir.shalev@stons.biz

BUSINESS SIZE: Large

GSA Schedule Contract GS-35F-153GA

CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

SIN	DESCRIPTION
511210	SOFTWARE LICENSES
54151.	Software maintenance services

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:
(Government net price based on a unit of one)

SIN	MODEL NUMBER	LOWEST PRICED
511210	E06KVLL	$.08

1c. NOT APPLICABLE

2. MAXIMUM ORDER*: $500,000

3. MINIMUM ORDER: $100

4. GEOGRAPHIC COVERAGE: Domestic, 48 Contiguous states, Washington, DC

5. POINT(S) OF PRODUCTION: Edison, NJ

6. DISCOUNT FROM LIST PRICES: Prices Shown Herein are Net (discount deducted)

7. QUANTITY DISCOUNT(S): N/A

8. PROMPT PAYMENT TERMS: 0.1% 15 day, Net 30 days; 0.2% 7 day, Net 30 days **9.a**

Government Purchase Cards must be accepted at or below the micro-purchase threshold.

9.b Government Purchase Cards are accepted above the micro-purchase threshold. Contact contractor for limit.

10. FOREIGN ITEMS: N/A

11a. TIME OF DELIVERY: SIN 511210 = 30 DAYS ARO

11b. EXPEDITED DELIVERY: Contact Contractor

11c. OVERNIGHT AND 2-DAY DELIVERY: Contact Contractor

12. FOB POINT: Destination

13a. ORDERING ADDRESS: Same as contractor

13b. ORDERING PROCEDURES: Ordering activities shall use the ordering procedures described in Federal Acquisition Regulation 8.405-3 when placing an order or establishing a BPA for supplies or services. The ordering procedures, information on Blanket Purchase Agreements (BPA's) and a sample BPA can be found at the GSA/FSS Schedule Homepage (fss.gsa.gov/schedules).

14. PAYMENT ADDRESS: Same as contractor

15. WARRANTY PROVISION: Standard Commercial Warranty.

16. EXPORT PACKING CHARGES: Not applicable

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: (any thresholds above the micro-purchase level) Contact Contractor

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IFAPPLICABLE): N/A

19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): as applicable

20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTSPRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): N/A

20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): N/A

21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): N/A

22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A

23. PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A

24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): N/A

24b. Section 508 Compliance for Electronic and Information Technology (EIT): N/A

25. UEI NUMBER: E5GCV3QWQ459

26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARDMANAGEMENT (SAM) DATABASE: Contractor has an Active Registration in the SAM database.

TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 13234) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

NOTE: The Transactional Data Reporting (TDR) Rule requires vendors to electronically report the price the federal government paid for an item or service purchased through GSA acquisition vehicles. The TDR PILOT APPLIES TO THIS SIN. If a TDR covered SIN(s) is included on a contract or offer with non-TDR SIN(s), then the entire contract is subject to TDR and the Price Reduction Clause (PRC) and Commercial Sales Practice (CSP) requirements are removed for the entire contract. However, the TDR clause does not exempt the contractor from existing reporting requirements found elsewhere in the contract.

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

b. Unless IBM specifies otherwise, the following warranties apply only in the country of acquisition. The warranty for an IBM Program is stated in its license agreement. IBM warrants it provides IBM Software Subscription and Support, Selected Support and Appliance Services using reasonable care and skill. IBM warrants that a Machine Component of an Appliance used in its specified operating environment conforms to its official published specifications. The warranty period for an IBM Machine Component of an Appliance is a fixed period commencing on its date of installation (also called “Warranty Start Date”) specified in a TD. If a Machine Component does not function as warranted during the warranty period and IBM is unable to either i) make it do so or ii) replace it with one that is at least functionally equivalent, Client may return it to the party from whom Client acquired it for a refund.

c. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular least 60 days must be given in accordance with FAR 12.404(b)(2)

d. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 1-800-426-7378 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from Mon - Fri 8:00 - 17:00 EST

5. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type) :

_____ 1. Software Maintenance as a Product (SIN 511210)

Includes both term and perpetual software licenses and maintenance

Software Maintenance as a product is billed at the time of purchase.

X 2. Software Maintenance Services (SIN 54151)

_____

Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324).
PROMPT PAYMENT DISCOUNT, IF APPLICABLE,SHALL BE SHOWNON THE INVOICE.

6. UTILIZATION LIMITATIONS - (SIN 511210, AND SIN 54151)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a
cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) it's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter,

retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) a

's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup

computer when the primary computer is inoperative; to copy computer programs for safekeeping (a) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this

clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

7. SOFTWARE CONVERSIONS - (SIN 511210)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license (511210), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

9. RIGHT-TO-COPY PRICING The Contractor shall

insert the discounted pricing for right-to-copy licenses = None

USACOMMITMENTTOPROMOTE SMALLBUSINESSPARTICIPATION PROCUREMENTPROGRAMS

PREAMBLE

(STONS, INC.) provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact: Company Point of contact: Amir Shalev phone number: (646) 875-5499 e-mail address: amir.shalev@stons.biz fax number: (646) 839-2727

BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity	Date	Contractor	Date

BPA NUMBER_____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s)_____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

(a) Name of Contractor;

(b) Contract Number;

(c) BPA Number;

(d) Model Number or National Stock Number (NSN);

(e) Purchase Order Number;

(f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

****

BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Submitted by:
Nick Amberger, P.E. City Engineer

Sponsored by:
Mayor Stimpson

Purpose and Scope of Project:
To authorize transfer of funds from one capital account to another capital account.

Amount of Contract:
20,000

Funding Source

Project # Transfer from C0522 into C0391	**Discretionary Funds**
Project String 2000	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Budget Transfer Request	Cover Memo	12/27/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	12/28/2023 - 1:12 PM
Capital	Hollins, Tiffany	Approved	12/28/2023 - 1:42 PM
Legal	Kern, Chris	Approved	12/29/2023 - 11:54 AM
Mayors Office	Barber, James	Approved	12/29/2023 - 12:09 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the sum of $20,000.00 be transferred from Capital Project #C0522 Citywide Environmental Testing in Capital Improvement Fund (2000) to Capital Project #C0391 Stormwater Management MS4 Program in Capital Improvement Fund (2000). These funds will be reallocated and used to support the Stormwater Management Professional Services Contract.

Adopted:

_____

City Clerk

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: 12/20/2023

BUDGET TRANSFER: ☑ (from one project to another)

DISTRICT#: Select Item. Citywide

REQUEST: Please transfer $ 20,000.00

FROM CAPITAL PROJECT#: C0522

CAPITAL PROJECT NAME: Citywide Environment Testing

DEPT. PROJECT#: N/A

TO CAPITAL PROJECT#: C0391

PROJECT NAME: Stormwater Mgmt MS4 Program

DEPT. PROJECT#: N/A

Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Submitted by:

Nick Amberger, PE
City Engineer,

.

Sponsored by:

Mayor William S. Stimpson and Councilmen Ben Reynolds

Purpose and Scope of Project:

To accept a contract with John G. Walton Construction Company, Inc.,

Amount of Contract:

$1,622,268.00

Funding Source

Project # C0724 **Discretionary Funds**

Project String 20002000-48010 **Contract Number:**4827

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Drainage Improvements	Cover Memo	12/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	12/20/2023 - 11:55 AM
Capital	Hollins, Tiffany	Approved	12/20/2023 - 1:02 PM
Legal	Kern, Chris	Approved	12/20/2023 - 3:30 PM
Mayors			12/28/2023 -

Office	Barber, James	Approved	11:33 AM

CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #

PROJECT NAME: Cypress Shores Drainage Improvements; COM Project #2022-3005-09 District 4

PROJECT # C0724 **DATE OF RECEIPT** _____

PROJECT DESCRIPTION: Drainage Improvements

CONTRACT AMOUNT: $1,622,268.00

VENDOR NAME: John G. Walton Construction Co., Inc.

VENDOR NUMBER 232642

DEPT # 3005 **DEPT NAME** Engineering

CONTRACT ADMINISTRATOR Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N___ ; 5% of the 1st 50% _X___ or If different, indicate special rate_____

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

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

Prepared by: LaShey Williams **Date** 12/20/2023

Revised 3/8/2022 Tiffany Hollins

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Council Member Ben Reynolds

WHEREAS, bids for Drainage Improvements for districts 4 were received and opened on November 1, 2023.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from John G. Walton Construction Company Inc., in the amount of $1,622,268.00.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by John G. Walton Construction Company, Inc.

NOW, THEREFORE, 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 with the company listed below for work as outlined in the contract attached hereto and made a part hereof as through set forth in full. A copy of said contract is on file in the office of the City Clerk:

Name of Company: John G. Walton Construction Company, Inc.

Project Name: Cypress Shores Drainage Improvements, (D#4)

Project Number: 2022-3005-09

Amount: $1,622,268.00

Adopted:

_____

City Clerk



CYPRESS SHORES DRAINAGE IMPROVEMENTS

PROJECT NO. 2022-3005-09

BID DATE – 11/1/2023

CONTENTS

Advertisement for Bids I

Instructions to Bidders II

Proposal III

Bid Bond IV

Labor and Materials Bond V

Performance Bond VI

Certificate of Contractor's and Subcontractor's Insurance VII

Special Provisions VIII

Articles of Agreement IX

Supplemental Specifications X

Location ..... Attachment A

Contractor's Insurance Certification ..... Attachment B

Subcontracting Plan, E-Verify Affidavit and DBE Utilization Report ..... Attachment C

Certifications, Affidavits, & Project Closeout ..... Attachment D

Sign Details ..... Attachment E

Geotechnical Reports and/or Mix Designs ..... Attachment F

Tax Exemption ..... Attachment G

ITEM I
INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, November 1, 2023, and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No:	2022-3005-09
Project:	Cypress Shores Drainage Improvements
Project Description:	Drainage Improvements

Plans and contract documents may be inspected and obtained from **Mott MacDonald, 107 Saint Francis Street, Suite 2900, Mobile, AL 36602** upon payment of one hundred fifty dollars ($150.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on October 27, 2023.

A Mandatory Pre-Bid Conference will be held at the City Engineering Department, 3rd Floor, South Tower, Room 357, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on October 25, 2023, at 10:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. ***Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project.*** **A single individual cannot represent more than one contracting company.**

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **CYPRESS SHORES DRAINAGE IMPROVMENTS**, City of Mobile Project No. **2022-3005-09**, in the City of Mobile, Alabama".

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:
Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:
The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:
Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:
The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:
Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:
Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:
Security is required to insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount $10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:
The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:
Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **CYPRESS SHORES DRAINAGE IMPROVEMENTS**, City of Mobile Project No. **2022-3005-09**, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:
Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:
Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:
At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:
The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for

acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) **Major Classification** or a Highways & Streets (HS) **Major Classification** per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- **a.** Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- **b.** Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- **c.** Contractor default under previous contracts with the owner.
- **d.** Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- **e.** Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- **f.** Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the city.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the city for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a contractor's employee.

21. PROSECUTION OF WORK:

(a) Notice of Intent: The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular

features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained, or the Contract may be annulled.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 11/1/2023

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the CITY ENGINEER, as well as the premises

Project Name: CYPRESS SHORES DRAINAGE IMPROVMENTS
Project No: 2022-3005-09
Project Description: Drainage Improvements
Major work items include: Ditch grading and installation of drainage structures.

The Bidder further agrees to construct the improvements in **115** working days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Engineering Department, P.O. Box 1827, Mobile, Alabama 36633. In order to receive consideration, the request must be received before 12:00 p.m. on October 27, 2023. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

BASE BID

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
100A-000	Reinforced Concrete Ditch, Type Special (4' Wide)	20	LF	1017.50	one thousand seventeen DOLLARS fifty CENTS	20,350.00
100A-001	Reinforced Concrete Ditch, Type Special (6' Wide)	60	LF	1105.50	one thousand five DOLLARS fifty CENTS	66,330.00
100A-002	Reinforced Concrete Ditch, Type Special (14' Wide)	20	LF	1413.50	fourteen hundred thirteen DOLLARS fifty CENTS	28,270.00
101A-000	Asphalt Driveway	797	SY	18.65	eighteen DOLLARS sixty-five CENTS	14,864.05
102A-000	Grading (Roadside Ditches, Between Structures)	7361	LF	12.45	twelve DOLLARS forty-five CENTS	91,644.45
201A-002	Clearing & Grubbing (Maximum Allowable Bid $8,000 per Acre) (Approximately 10.0 Acre)	1	LS	11,900.00	eleven thousand nine hundred DOLLARS zero CENTS	11,900.00
206C-000	Removing Concrete Sidewalk	19	SY	24.95	twenty-four DOLLARS ninety-five CENTS	474.05
206C-003	Removing Concrete Flume	10	SY	55.45	fifty-five DOLLARS forty-five CENTS	554.50
206C-010A	Removing Asphalt Driveway	575	SY	18.55	eighteen DOLLARS fifty-five CENTS	10,666.25
206C-010C	Removing Concrete Driveway	701	SY	19.00	nineteen DOLLARS zero CENTS	13,319.00
206D-000	Removing Pipe	1626	LF	8.30	eight DOLLARS thirty CENTS	13,495.80

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
206E-002	Removing Headwalls	1	EA	277.00	two hundred seventy seve DOLLARS zero CENTS	277.00
206E-001	Removing Inlets	3	EA	416.00	four hundred sixteen DOLLARS zero CENTS	1248.00
209A-000	Mailbox Reset, Single	63	EA	128.00	one hundred twenty-eight DOLLARS zero CENTS	8064.00
210A-000	Unclassified Excavation	1000	CY	27.10	twenty-seven DOLLARS ten CENTS	27,100.00
210C-000	Muck Excavation	50	CY	30.00	thirty DOLLARS zero CENTS	1500.00
210D-009	Borrow Excavation (A-3) Loose Truckbed Measure	500	CY	37.00	thirty-seven DOLLARS Zero CENTS	18,500.00
210D-010	Borrow Excavation (Loose Truckbed Measurement)(A2 or Better)	200	CY	37.00	thirty-seven DOLLARS Zero CENTS	7400.00
214A-000	Structure Excavation	158	CY	30.70	thirty DOLLARS seventy CENTS	4850.60
214B-001	Foundation Backfill, Commercial	237	CY	94.30	ninety four DOLLARS thirty CENTS	22,349.10
301A-012	Crushed Aggregate Base Course, Type B, Plant Mixed, 6" Compacted Thickness	154	SY	73.00	seventy three DOLLARS zero CENTS	11,242.00
401A-000	Bituminous Treatment A	1300	SY	1.30	one DOLLARS thirty CENTS	1690.00

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
408A-051	Planing Existing Pavement (Approximately 0.00" Thru 1.0" Thick)	1300	SY	7.80	Seven DOLLARS eighty CENTS	10,140.00
429A-360	Improved Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range C/D	120	TON	180.00	one hundred eighty DOLLARS zero CENTS	21,600.00
430B-040	Aggregate Surfacing (Crushed Aggregate Base, Type B)	500	TON	72.50	Seventy-two DOLLARS fifty CENTS	36,250.00
505E-000	Sheet Piling	210	LF	227.00	two hundred twenty-seven DOLLARS zero CENTS	47,670.00
530B-000	18" Span, 11" Rise Roadway Pipe (Class 3 R.C.)	44	LF	80.50	eighty DOLLARS fifty CENTS	3542.00
530B-001	22" Span, 14" Rise Roadway Pipe (Class 3 R.C.)	323	LF	87.10	eighty-seven DOLLARS ten CENTS	28,133.30
530B-005	51" Span, 31" Rise Roadway Pipe (Class 3 R.C.)	136	LF	250.40	two hundred fifty DOLLARS forty CENTS	34,054.40
530B-006	59" Span, 36" Rise Roadway Pipe (Class 3 R.C.)	34	LF	306.70	three hundred six DOLLARS seventy CENTS	10,427.80
533A-099	24" Storm Sewer Pipe (Class 3 R.C.)	5	LF	305.50	three hundred five DOLLARS fifty CENTS	1527.50
533B-097	18" Span, 11" Rise Storm Sewer Pipe (Class 3 R.C	32	LF	89.10	eighty-nine DOLLARS ten CENTS	2851.20

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
533B-098	22" Span, 14" Rise Storm Sewer Pipe (Class 3 R.C.)	2547	LF	79.50	seventy-nine DOLLARS fifty CENTS	202,486.50
533B-102	51" Span, 31" Rise Storm Sewer Pipe (Class 3 R.C.)	109	LF	241.50	two hundred forty-one DOLLARS fifty CENTS	26,323.50
533B-103	59" Span, 36" Rise Storm Sewer Pipe (Class 3 R.C.)	26	LF	284.45	two hundred eighty-four DOLLARS forty-five CENTS	7395.70
600A-000	Mobilization	1	LS	78,930.00	seventy-eight thousand nine hundred thirty DOLLARS zero CENTS	78,930.00
610C-001	Loose Rip Rap, Class 2	68	TON	108.70	one hundred eight DOLLARS seventy CENTS	7391.60
610D-003	Filter Blanket, Geotextile	438	SY	7.00	seven DOLLARS zero CENTS	3066.00
618B-001	Concrete Driveway, 5" Thick	724	SY	136.40	one hundred thirty-six DOLLARS forty CENTS	98,753.60
619A-102	24" Side Drain Pipe End Treatment, Class 1	1	EA	1870.00	one thousand eight hundred seventy DOLLARS zero CENTS	1870.00
619B-015	18" Span, 11" Rise Roadway Pipe End Treatment, Class 1	2	EA	1595.00	one thousand five hundred ninety-five DOLLARS zero CENTS	3190.00
619B-070	51" Span, 11" Rise Roadway Pipe End Treatment, Class 2	2	EA	4070.00	four thousand seventy DOLLARS zero CENTS	8140.00
619B-070A	51" Span, 11" Rise Roadway Pipe End Treatment, Class 2 (Double Line)	1	EA	6545.00	six thousand five hundred forty-five DOLLARS zero CENTS	6545.00
619B-071	59" Span, 36" Rise Roadway Pipe end Treatment, Class 2	1	EA	4345.00	four thousand three hundred forty-five DOLLARS zero CENTS	4345.00

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
619B-115	18" Span, 11" Rise Side Drain Pipe End Treatment, Class 1	2	EA	1595.00	one thousand five hundred ninety-five DOLLARS zero CENTS	3190.00
619B-116	22" Span, 14" Rise Side Drain Pipe End Treatment, Class 1	118	EA	1650.00	one thousand six hundred fifty DOLLARS zero CENTS	194,700.00
620A-000	Minor Structure Concrete	4	CY	2750.00	two thousand seven hundred fifty DOLLARS zero CENTS	11,000.00
621A-011	Junction Box, Type 1 or 1P	12	EA	8520.00	eight thousand five hundred twenty DOLLARS zero CENTS	102,240.00
621C-109	Inlets, Type PD	3	EA	8100.00	eight thousand one hundred DOLLARS zero CENTS	24,300.00
621C-145	Inlets, Type Special Drop (Type 1)	1	EA	11,625.00	eleven thousand six hundred twenty-five DOLLARS zero CENTS	11,625.00
650A-000	Topsoil	250	CY	89.00	eighty-nine DOLLARS zero CENTS	22,250.00
652C-000	Mowing	4	ACRE	550.00	five hundred fifty DOLLARS zero CENTS	2200.00
654A-000	Solid Sodding (Match Existing)	17600	SY	6.35	six DOLLARS thirty-five CENTS	111,760.00
665A-000	Temporary Seeding	4	ACRE	990.00	nine hundred ninety DOLLARS zero CENTS	3960.00
665B-001	Temporary Mulching	12	TON	412.50	four hundred twelve DOLLARS fifty CENTS	4950.00
665E-000	Polyethylene	2000	SY	3.30	three DOLLARS thirty CENTS	6600.00
665I-000	Temporary Riprap, Class 2	216	TON	116.60	one hundred sixteen DOLLARS sixty CENTS	25,185.60

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
665J-002	Silt Fence	135	LF	5.50	five DOLLARS fifty CENTS	742.50
665K-000	Drainage Sump Excavation	360	CY	24.95	twenty-four DOLLARS Ninety-five CENTS	8982.00
665L-000	Floating Basin Boom	400	LF	49.50	forty-nine DOLLARS fifty CENTS	19,800.00
665O-001	Silt Fence Removal	135	LF	2.20	two DOLLARS twenty CENTS	297.00
665P-005	Inlet Protection, Stage 3 or 4	12	EA	495.00	four hundred ninety five DOLLARS Zero CENTS	5940.00
665Q-002	Wattle	1000	LF	7.70	Seven DOLLARS seventy CENTS	7700.00
680A-001	Geometric Controls	1	LS	10,390.00	ten thousand three hundred ninety DOLLARS Zero CENTS	10,390.00
740B-000	Construction Signs	281	SF	14.00	fourteen DOLLARS Zero CENTS	3934.00
740D-000	Channelizing Drums	50	EA	46.00	forty-six DOLLARS Zero CENTS	2300.00
740F-002	Barricades, Type III	10	EA	250.00	two hundred fifty DOLLARS Zero CENTS	2500.00
999X-000	Work of similar nature utilizing bid items and unit prices to be determined by the Engineer	1	LS	$15,000	Fifteen Thousand DOLLARS ZERO CENTS	$15,000.00
				TOTAL BASE BID	$ 1,622,268.00	

Base Bid

Total (All items listed in Proposal) $1,622,268.00

Written in words one million six hundred twenty-two thousand two hundred sixty-eight and zero cents

Number of working days to complete 115

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

_____

By _____

Signature of Bidder John G. Walton Construction Co., Inc.
(If a Corporation)

By Roger M. Dixon
Vice President
Roger Dixon
Print

Business Address P.O. Box 81222 Mobile, AL 36689

Blake Lamont
Secretary
Blake Lamont
Print

Business Address P.O. Box 81222 Mobile, AL 36689

Blake Lamont
Treasurer
Blake Lamont
Print

Business Address P.O. Box 81222 Mobile, AL 36689

(Corporate Seal)

Name of State under the Laws of which the Corporation was chartered:

ATTEST: Blake Lamont
Secretary

20293
State License Number

Corporate Seal

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That JOHN G. WALTON CONSTRUCTION COMPANY, INC.
(Name of Contractor)
1806 WOLF RIDGE ROAD, P.O. BOX 81222, MOBILE, AL 36689
(Address)
as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Name of Surety)
1299 ZURICH WAY, SCHAUMBURG, IL 60196
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is $10,000) lawful money of the United States, for the payment of which sum, well and truly to be make, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **CYPRESS SHORES DRAINAGE IMPROVEMENTS, City of Mobile Project No. *2022-3005-09.***

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed $10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered NOVEMBER 1, 2023 (Date)

JOHN G. WALTON CONSTRUCTION COMPANY, INC. (Contracting Firm)

Witness as to Principal By: _____ (SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND (Name of Surety)

COUNTERSIGNED: _____

LESLIE A. PAULSEN, ATTORNEY-IN-FACT

Alabama Resident Agent By N/A

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

ZURICH®

ADDENDUM
Electronic Seals Approved for Surety Bonds

To ensure business continuity during the COVID–19 pandemic, Zurich American Insurance Company and its related companies authorize their Attorneys-in-Fact within all 50 U.S. States, territories and possessions, to affix an electronic seal to all bond documents as if it were a raised corporate seal.

Effective this 2nd day of April, 2020.

Zurich American Insurance Company
Fidelity and Deposit Company of Maryland
Colonial American Insurance Company

Robert D. Murray
Executive Vice President
Head of Surety

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

Zurich American Insurance Company CORPORATE SEAL 1998 Illinois

Colonial American Casualty and Surety Company CORPORATE SEAL

Bond

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Christopher B. WORTHAM, Leslie A PAULSEN, Derek WORTHAM, Shirley COLEMAN **all of Norcross, Georgia,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 05th day of July, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 05th day of July, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Iva Bethea
Notary Public
My Commission Expires September 30, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 1st day of November, 2023.

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

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 Archinqueckdd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

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

Please Print Company John G. Walton Construction Co., Inc. Your Bid/Proposal Amount $ 1,622,268.00 Date: 11/1/2023

Description Cypress Shores Drainage Improvements

Name of Bidder/Proposer: John G. Walton Construction Co., 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
C. Thornton	251 639-1906	Concrete	426,076.00	26.30%	Yes	
Coastal Environmental	251 510-1469	Erosion	156,145.00	9.63%	Yes	
C&H Construction Services	251 973-9500	Signage	12,433.00	0.80%	NO	

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

DBE

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.

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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	John G. Walton Construction Co., Inc.
Address	P.O. Box 81222 Mobile, AL 36689
Telephone	251-342-6250
E-Mail	shawn@johngwalton.com

RFP/RFQ Solicitation Number	2022-3005-09
Project Description	Cypress Shores Drainage Improvements
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 75% Female 25% Minority 70% Non-minority 30% SDVO 5% Total #of Employees 130

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Roger Dixon

Signature: [signature] Date: 11/1/2023

Title: 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: Debra Balams Title: Payroll Manager

Email: debra@johngwalton.com Phone: 251-342-6250

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: John G. Walton Construction Co., Inc.

Contact Person: Shaun Stapleton Phone 251-342-6250 Email shaun@johngwalton.com

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

YES ( )	NO ( )	Did you do these suggested areas for DBE recruitment and engagement
✓		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
✓		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing.
✓		**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.
✓		**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.)
	✓	**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 in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, 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. _____

_____

_____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	**Certified DBE:** YES NO	**Contract Start Date:**
DESCRIPTION:		**Estimated Completion Date:**

This report is for the month of: (CHECK ONE):

JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ _____ __/__/____
(Title) (Date)

DBE Utilization Report

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STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Roger Dixon (affiant) who, being duly sworn says as follows:

Vice President/CEO of John G. Walton Construction Co., Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as V. P. for John G. Walton Construction Co., Inc. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said John G. Walton Construction Co., Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 404786.

Roger M Dixon

V.P. CEO of John G. Walton Construction Co., Inc.

Sworn to and subscribed before me this the 1st day of November, 2023.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Shaun Stapleton

Signature and Seal of Notary Public

SHAUN STAPLETON
MY COMMISSION EXPIRES
JULY 30, 2024
NOTARY PUBLIC
STATE OF ALABAMA

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** 11/1/2023

Name of Project: CYPRESS SHORES DRAINAGE IMPROVEMENTS
Project Number: 2022-3005-09

SALES TAX ACCOUNTING
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID ITEMS:	$ 40,000.00

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder John G. Walton Construction Co., Inc.

Mailing Address P.O. Box 81292 Mobile, AL 36689

***By (Legal Signature)** _____

***Name (type or print)** Roger Dixon (Seal)

***Title** Vice President

Telephone Number 251-342-6250

STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 20293

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

JOHN G WALTON CONSTRUCTION CO INC

MOBILE, AL 36689

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC: BUILDING CONSTRUCTION, H/RR: HEAVY AND RAILROAD, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until **July 31, 2024** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

20th day of **July, 2023**

196711

SECRETARY-TREASURER

CHAIRMAN

Bond No. 9420770

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we John G. Walton Construction Company, Inc. as Principal and Fidelity and Deposit Company of Maryland as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of One Million Six Hundred Twenty Two Thousand Two Hundred Sixty Eight And No/100 Dollars ($1,622,268.00) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 2023 (hereinafter called the Contract) for Project No. 2022-3005-09 - Cypress Shores Drainage Improvements which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

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

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

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

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

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____ 2023.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

John G. Walton Construction Co., Inc.

BY: Roger M Dixon

(Signature)

ATTEST: Shaun Stapleton

(Signature)

Roger Dixon

(Print)

Shaun Stapleton (Print)

ITS: Project Manager

ITS: Vice President

(Title)

Fidelity and Deposit Company of Maryland

(Surety sign here) (Corporate name)

BY: Leslie A Paulsen

(Signature)

ATTEST: Krystle Sharp

(Signature)

Leslie A. Paulsen

(Print)

Krystle Sharp (Print)

ITS: Attorney-In-Fact

ITS: Bond Account Executive

(Title)

Corporate Seal

ITEM VI
PERFORMANCE BOND

Bond No. 9420770

KNOW ALL MEN: That we John G. Walton Construction Company, Inc.
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Fidelity and Deposit Company of Maryland - 1299 Zurich Way, Schaumburg, IL 60196
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of One Million Six Hundred Twenty Two Thousand Two Hundred Sixty Eight And No/100 dollars ($ 1,622,268.00), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 2023, entered into a Contract with the Owner for Project No. 2022-3005-09 - Cypress Shores Drainage Improvements which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____
2023.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

John G. Walton Construction Co., Inc.

BY: _____
(Signature)

ATTEST: Roger Dixon
(Print)

Shaun Stapleton
(Signature)

Shaun Stapleton (Print) ITS: Vice President
(Title)

ITS: Project Manager
(Title)

Fidelity and Deposit Company of Maryland
(Surety sign here) (Corporate name)

BY: Leslie A Paulsen
(Signature)

ATTEST: Leslie A. Paulsen
(Print)

Krystle Sharp
(Signature)

Krystle Sharp (Print) ITS: Attorney-In-Fact
(Title)

ITS: Bond Account Executive
(Title)

Corporate Seal

ZURICH®

ADDENDUM
Electronic Seals Approved for Surety Bonds

To ensure business continuity during the COVID–19 pandemic, Zurich American Insurance Company and its related companies authorize their Attorneys-in-Fact within all 50 U.S. States, territories and possessions, to affix an electronic seal to all bond documents as if it were a raised corporate seal.

Effective this 2nd day of April, 2020.

Zurich American Insurance Company
Fidelity and Deposit Company of Maryland
Colonial American Insurance Company

Robert D. Murray
Executive Vice President
Head of Surety







ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Christopher B. WORTHAM, Leslie A PAULSEN, Derek WORTHAM, Shirley COLEMAN of Norcross, Georgia, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 14th day of September, A.D. 2023.

SEAL SEAL SEAL

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 14th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

GENEVIEVE M. MAISON NOTARY PUBLIC BALTIMORE COUNTY, MD EXP. 01/27/2025

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, 2023.

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.

3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.

4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.

5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

A. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. 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.

2. 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 Contractor.

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.

3. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto, including all owned . non-owned, and hired vehicles, with a $1,000,00 0 combined single limit of liability each accident for bodily injury and/or property damage.

4. 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.

5. 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).

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

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

c. 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.

d. 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.

e. 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.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

(a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.

(b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.

(c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to

bidding as a prime contractor or doing any subcontract work for a prime contractor.

(d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. **The contractor shall provide maintenance for a period of one year from final payment for all work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.

13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).

15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

16. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.

17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.

18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

    If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

20. The Contractor shall submit a Traffic Control Scheme for the City Traffic Engineer's approval prior to commencement of any work on this project. The scheme shall be in full compliance with all the provisions and requirements as designated in Item 740 and Article 104.04 of the Standard Specifications, the Federal MUTCD Manual, Millennium Edition, and other requirements set forth by the Traffic Engineer. There shall be no direct payment for said traffic control plan preparation. The Contractor shall restore existing traffic mechanisms to original condition. Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. All materials, signage, lights, hardware, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job, where pay items are not included in Section 740, shall be considered incidental to the project.

21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Latest Edition and at no cost to the Owner.

24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the

Engineer shall be replaced at no additional cost to the project. The Contractor shall provide a one year warranty period from the time of final payment.

26. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

    The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.

28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.

29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.

30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**

31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

32. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.

33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.

34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

36. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.

37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.

38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.

40. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.

41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.

42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

44. There shall be **NO** adjustment to fuel or asphalt index for this project.

45. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.

46. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy the City and himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.

47. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.

48. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

    Any fines, penalties, or judgments accessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

49. The Contractor shall be required to have an 8 – 10 Ton Steel Wheel Roller that has all the mechanical parts working properly. In addition, a backup 8 – 10 Ton Steel Wheel roller in case of breakdown so as not to interrupt the continuous placing of asphalt. The tack truck shall, at all times during working hours, have the tack heated to a temperature suitable for placing. The spreader will be required to have all mechanical parts working properly. Mechanical parts are defined as hydraulics, tamper bars, burners, etc. A

backup spreader shall be readily available so as not to interrupt the continuous placing of asphalt in case of breakdown.

50. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.

51. Workmen shall wear reflectorized vests, shirts or jackets.

52. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.

53. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.

54. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

55. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.

56. On some streets, a "ski pole" will be required to insure the correct grade on the street. This will be done at the discretion of the Project Inspector.

57. All temporary stop work joints shall be made using paper. At the beginning of the next work day the contractor shall make every effort to make a joint that will conform to the existing road surface.

58. Prior to resurfacing, the water and sewer manholes and valve covers will be raised by Mobile Area Water & Sewer System. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.

59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.

60. All resurfaced streets shall require blue fire hydrant raised markers to be installed to help identify fire hydrant locations. Blue pavement markers are installed in the middle of the travel lane adjacent to a fire hydrant location. In cases where the fire hydrant is located at the corner of an intersecting street, a blue pavement marker is installed on both streets.

61. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.

62. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

63. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.

64. Gutter cleaning will be a subsidiary obligation of 429-A1 Improved Bituminous Concrete Wearing Surface.

65. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 20_____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and John G. Walton Constructin Co., Inc. _____, party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: CYPRESS SHORES DRAINAGE IMPROVMENTS
Project No: 2022-3005-09
Project Description: Drainage improvements
Major work items include: Ditch grading and installation of drainage structures.

City of Mobile Project Number **2022-3005-09**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total $ 1,622,268.00 (one million six hundred twenty-two thousand ***) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof,

***two hundred sixty-eight dollars & zero cents)

and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **MOTT MACDONALD.**

AUTHORITY OF THE CITY ENGINEER:

(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of 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, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said

writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact.

Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.

- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final payment.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

(25) 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.

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(26) The source of funds for payment by City under this contract is CIP. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

(27) By signing this contract, the Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

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

GOVERNING LAW AND VENUE:

(29) 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.

E-BUILDER:

(30) The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net. Firms, including CONTRACTORS, shall use e-Builder as an essential component to project management with the City of Mobile.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: _____

ITS MAYOR

_____(Print)

ATTEST:

BY: _____

CITY CLERK

_____(Print)

CONTRACTOR:

_____

AN INDIVIDUAL

_____(Print)

WITNESSES:

_____

Shaun Stapleton (Print)

John G. Walton Construction Co., Inc.

_____

CONTRACTOR: **(IF CORPORATION)**

_____(Print)

BY: _____

ITS VICE PRESIDENT

Roger Dixon (Print)

ATTEST:

_____

ITS SECRETARY

Blake Lamont (Print)

Corporate Seal

11/20/2023

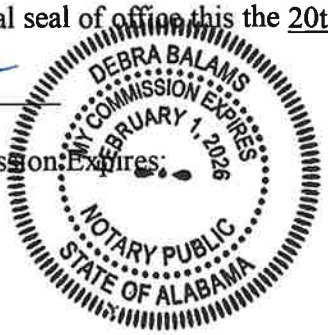
DATE

STATE OF ALABAMA }

COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Roger Dixon, whose name is signed to the foregoing instrument in the capacity of Vice President of John G. Walton Construction Co., Inc. and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 20th day of November, 2023.



NOTARY PUBLIC My Commission Expires:

ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

1. PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

   a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to ensure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.

   b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

      Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

      Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

      No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a);* PARAGRAPH 1 *LIMITATIONS* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

   The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 *PARTIAL PAYMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

No Payment for stored material will be included on the monthly estimates.

4. SECTION 210, PAY ITEM 210-A *UNCLASSIFIED EXCAVATION*; PAY ITEM 210-D *BORROW EXCAVATION. STRUCTURE FILL (A-2-4 OR BETTER)*: PAY ITEM 210-E *BORROW EXCAVATION STRUCTURE*, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE **REPLACED** WITH THE FOLLOWING:

Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure

5. OMIT

6. ITEM 429-A277 *IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER PATCHING, 3/8" MAXIMUM AGGREGATE SIZE MIX. ESAL RANGE E (INCL. TACK COAT)* (ALDOT Standard Specifications for Highway Construction, 2018 Edition):

429.A277.01

Description
This section shall consist of a hot bituminous plant mixed pavement layer placed on a prepared surface in accordance with the Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction 2006 edition. General requirements for all bituminous concrete pavements in section 410 are applicable to this section. QC/QA from section 106 applies to this section as well. This section shall include the surface preparation and use of tack coat as found in section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

429.A277.02

Materials
Materials shall conform to Section 410 and section 429.02 Materials of the 2006 ALDOT Standard Specifications for Highway Construction. Tack Coat Material shall conform to section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

429.A277.03

Basis of Payment
Improved Bituminous Concrete Wearing Surface Layer, will be paid for at the contract unit price, including the placement of tack coat, bid in accordance with Article 410.09 Payments shall be made per ton of completed in place Bituminous Concrete Wearing Surface Layer, Patching as prescribed in the 2006 ALDOT Standard Specifications for Highway Construction.

7. OMIT

8. OMIT

9. OMIT

10. OMIT

11. OMIT

12. SECTION 650, PAY ITEM 650-A *TOPSOIL*: SUB-SECTION 650.04 *METHOD OF MEASUREMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

    Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

13. ITEM 654-A *SOLID SODDING*:

    654.A.1

    Description
    This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

    654.A.2

    Basis of Payment
    Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

14. ITEM 659-A EROSION CONTROL NETTING

Description
This pay item shall include the furnishing, laying, and maintaining an approved protective netting material over seeded, sprigged or sodded areas as directed by the Engineer. The Contractor may select North American Green S150 Erosion Control Blanket or an equivalent.

15. ITEM 690-A *PROJECT SIGN:*

690.A.01

Description
This pay item shall include all labor and maintenance necessary to provide, on the project site, a project sign(s) for the duration of the project. The project sign shall display the district number(s) and be in accordance with the detail shown in Attachment E.

690.A.02

Basis of Payment
Payment will be based on the respective unit bid price for project signs, complete-in-place, which shall be payment in full for furnishing the individual signs, preparation, placing, and maintenance of the signs and for all labor, equipment, tools and incidentals necessary to complete this item;

16. OMIT

17. ITEM 740-A. *TRAFFIC CONTROL:*

740 A.1

Description
This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain traffic and to provide a safe work zone, including sign post and portable supports as necessary.

740 A.2

Materials
All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

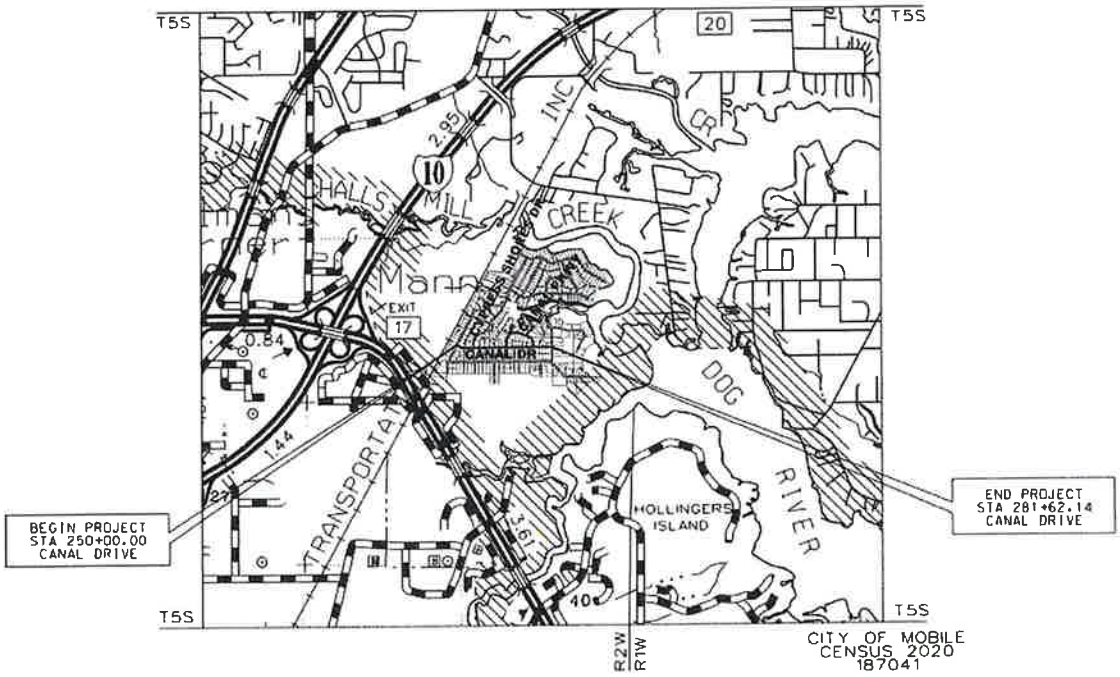
740 A.3

Basis of Payment

Payment will be based on the respective unit bid price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ATTACHMENT "A"

LOCATION


T5S
T5S
20
INC
CR
2.95
10
HALLS MILL CREEK
EXIT 17
CANAL DR
0.84
1.44
DOG
RIVER
TRANSPORTA
HOLLINGERS ISLAND
3.61
40
T5S
T5S
R2W
R1W
CITY OF MOBILE
CENSUS 2020
187041
BEGIN PROJECT
STA 250+00.00
CANAL DRIVE
END PROJECT
STA 281+62.14
CANAL DRIVE

ATTACHMENT "B"

CONTRACTORS INSURANCE CERTIFICTIONS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/4/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kelli Smith
Cadence Insurance 3290 Dauphin Street Suite 600 Mobile AL 36606	PHONE (A/C, No, Ext): 251-340-1771 FAX (A/C, No): 251-470-1050 E-MAIL ADDRESS: Kelli.smith@cadenceinsurance.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
JOHNGWA-01 John G. Walton Construction Co., Inc P.O. Box 81222 Mobile AL 36689	INSURER A : Zurich American Insurance Co	16535
	INSURER B : AlaComp	18864
	INSURER C : Berkley National Insurance Company	38911
	INSURER D : Midwest Employers Casualty Company	23612
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 198999098 **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			GLO451086403	12/31/2022	12/31/2023	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAP440192403	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			AUC023068107	12/31/2022	12/31/2023	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC10000178672023A	1/1/2023	1/1/2024	X PER STATUTE OTH-ER	
D	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH)			PBAL155000	1/1/2023	1/1/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Rented/Leased Equipment			MIM103990552	12/31/2022	12/31/2023	Each Item Catastrophe	500,000 1,500,000

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

Additional Insured / Waiver of Subrogation Status if indicated above only applies where required by written contract and is subject to the full policy terms and conditions.
Project: 2022-3005-09
Additional Insured status for City of Mobile is on a primary and non-contributory basis as respects to General Liability per form U-GL-1175-F CW (04/13) and Auto Liability per form U-CA-424-H CW (10/21) but only as required by a written contract. Waiver of subrogation applies in favor of City of Mobile with respects to General Liability per form U-GL-925-B CW (12/01) and Auto Liability per form U-CA-424-F CW (04/14) but only as required by written contract. 30 day notice of cancellation applies in favor of City of Mobile with respects to General Liability per form U-GL-1521-B CW (01/19) and Auto Liability per form U-CA-832-A CW (01/13) but only as required by written contact.

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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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. Please consult a qualified attorney for advice on Hold Harmless/Indemnification Agreements/Clauses. Our practice is limited to insurance specific areas. 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.

Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 4510864 - 03	Effective Date: 12/31/2022

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal,

unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

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D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph **B.1.** of this endorsement is amended to indicate the following number of days:	10*
The total number of days for mailing or delivering with respect to Paragraph **B.2.** of this endorsement is amended to indicate the following number of days:	30**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.

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Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l Prem.	Return Prem.
BAP 4401924 - 03	12/31/2022	12/31/2023		38404000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l Prem.	Return Prem.
GLO 4510864 - 03	12/31/2022	12/31/2023		38404000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: John G. Walton Construction Company, Inc.

Address (including ZIP Code): 1806 Wolf Ridge Rd
Mobile, AL 36618-1400

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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C. The following is added to Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

   Primary and Noncontributory insurance

   This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

   a. The additional insured is a Named Insured under such other insurance; and

   b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

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Coverage Extension Endorsement

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. BAP 4401924 - 03	Effective Date: 12/31/2022

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

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D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

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(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

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If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

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This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

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V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

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

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Waiver Of Subrogation (Blanket) Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l Prem.	Return Prem.
GLO 4510864 - 03	12/31/2022	12/31/2023		38404000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	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 $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $

SAMPLE

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

Project Name:
Project Number: 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	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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ATTACHMENT "C"

SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT, AND DBE UTILIZATION REPORT

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.

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	John G. Walton Construction Co., Inc.
Address	P.O. Box 81222 Mobile, AL 36689
Telephone	251-342-6250
E-Mail	shawn@johngwalton.com

RFP/RFQ Solicitation Number	2022-3005-09
Project Description	Cypress Shores Drainage Improvements
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 75% Female 25% Minority 70% Non-minority 30% SDVO 5% Total #of Employees 130

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Roger Dixon

Signature: [signature] Date: 11/1/2023

Title: 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: Debra Balams Title: Payroll Manager

Email: debra@johngwalton.com Phone: 251-342-6250

DBE

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 Archmaquo.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

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

Please Print Company: John G. Walton Construction Co., Inc. Your Bid/Proposal Amount $ 1,622,268.00 Date: 11/1/2023

Description: Cypress Shores Drainage Improvements

Name of Bidder/Proposer: John G. Walton Construction Co., 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
C. Thornton	251 639-1906	Concrete	426,076.00	26.30%	Yes	
Coastal Environmental	251 510-1469	Erosion	156,145.00	9.63%	Yes	
C&H Construction Services	251 973-9500	Signage	12,433.00	0.80%	NO	

CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: John G. Walton Construction Co., Inc.

Contact Person: Shawn Stapleton Phone 251-342-6250 Email shawn@johngwalton.com

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

YES ( )	NO ( )	Did you do these suggested areas for DBE recruitment and engagement
✓		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
✓		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
✓		**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.
✓		**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.)
	✓	**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 in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, 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. _____

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC

FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ _____ (Title) ___/___/___ (Date)

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Roger Dixon (affiant) who, being duly sworn says as follows:

Vice President/CEO of John G. Walton Construction Co., Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as V.P. for John G. Walton Construction Co., Inc. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said John G. Walton Construction Co., Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 404786.

Roger M. Dixon

V.P. ~~CEO~~ of John G. Walton Construction Co., Inc.

Sworn to and subscribed before me this the 1st day of November, 2023.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Shaun Stapleton

Signature and Seal of Notary Public

SHAUN STAPLETON
MY COMMISSION EXPIRES
JULY 30, 2024
NOTARY PUBLIC
STATE OF ALABAMA

E-Verify

Company ID Number: 404786

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and John G. Walton Construction Company, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

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by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

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Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

• If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

• If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

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uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-

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Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,

whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with

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Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it

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determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

Company ID Number: 404786

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

Company ID Number: 404786

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

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

SKM_C45823121814180.pdf 11 12/18/2023 3:27:38 PM

E-Verify

Company ID Number: 404786

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer John G. Walton Construction Company, Inc.	
Phillip Anglin	
Name (Please Type or Print)	Title
Electronically Signed	03/29/2012
Signature Phillip Anglin	Date 3-29-12

Department of Homeland Security – Verification Division

USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	03/29/2012
Signature Phillip Anglin	Date 3-29-12

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	John G. Walton Construction Company, Inc.
Company Facility Address:	1806 Wolf Ridge Rd. Mobile, AL 36618
Company Alternate Address:	P.O. Box 81222 Mobile, AL 36689
County or Parish:	MOBILE
Employer Identification Number:	631158993

E-Verify

Company ID Number: 404786

North American Industry Classification Systems Code:	237
Administrator:	
Number of Employees:	5 to 9
Number of Sites Verified for:	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: **Phillip L Anglin**
Telephone Number: **(251) 342 - 6250** Fax Number: **(251) 342 - 6290**
E-mail Address: **phillip@johngwalton.com**

Alabama Secretary of State

John G. Walton Construction Company, Inc.	
Entity ID Number	000-176-129
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	12/13/1995
Registered Agent Name	WALTON, JOHN G
Registered Office Street Address	1806 WOLF RIDGE ROAD MOBILE, AL 36618
Registered Office Mailing Address	Not Provided
Nature of Business	ANY LAWFUL ACTIVITY
Capital Authorized	$10,000
Capital Paid In	----
Incorporators	
Incorporator Name	WALTON, JOHN G
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	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 2023
Transactions	
Transaction Date	03/23/1998
Registered Agent Changed From	WATTS, R GREGORY 104 ST FRANCIS ST 8TH FLOOR MOBILE, AL 36602
Transaction Date	10/08/2008
Registered Agent Changed From	WALTON, JOHN G 4272 BIT & SPUR RD #28 MOBILE, AL 36608
Scanned Documents	
Document Date / Type / Pages	12/13/1995 Certificate of Formation 4 pgs.
Document Date / Type / Pages	03/23/1998 Registered Agent Change 1 pg.
Document Date / Type / Pages	10/08/2008 Registered Agent Change 1 pg.

Browse Results | New Search

ATTACHMENT "D"

CERTIFICATIONS, AFFIDAVITS & PROJECT CLOSEOUT

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2022-3005-09
CYPRESS SHORES DRAINAGE IMPROVMENTS

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

_____ _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____ THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

_____
Surety Company

_____ _____
Witness Signature of Authorized Agent

_____ Title_____

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: **CITY OF MOBILE**
CITY PROJECT NO. 2022-3005-09
CYPRESS SHORES DRAINAGE IMPROVEMENTS

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of:_____
County of:_____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none)_____
_____
_____
_____
_____

Contractor:_____

_____

Subscribed and sworn to before me this

_____day of _____, 20___.

By:_____

Title:_____

Notary Public:_____

My Commission Expires:_____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.

2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.

3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.

4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.

5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.

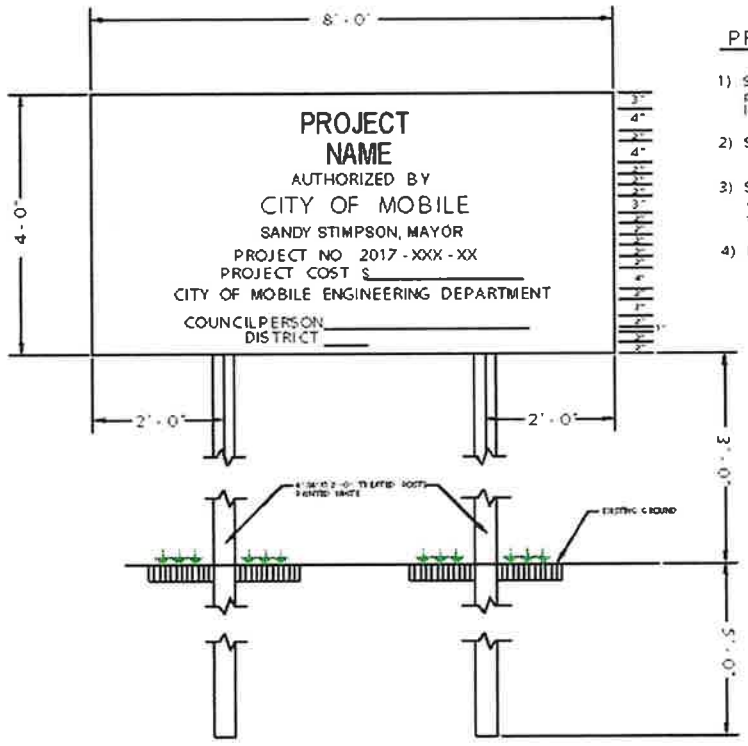
6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year commencing on the date that final payment is received.

7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT "E"

SIGN DETAILS



PROJECT SIGN DETAIL

1) Sign shall be constructed of 3/4"exterior grade plywood painted with 2 coats exterior semi gloss white enamel and lettered with exterior black enamel

2) Sign to be placed at location directed by the Engineer

3) Sign to be freshly painted and maintained in good condition until completion of project and then removed from the site

4) Project cost shall be neatly painted on original sign and not on a board nailed to the sign

Note: This detail is provided as an example only. Text will be project specific.

ATTACHMENT "F"

GEOTECHNICAL REPORTS AND/OR MIX DESIGNS

ATTACHMENT "G"

TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

Tax

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date: 11/1/2023

Name of Project: CYPRESS SHORES DRAINAGE IMPROVEMENTS
Project Number: 2022-3005-09

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID ITEMS:	$ 40,000.00

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder John G. Walton Construction Co., Inc.

Mailing Address P.O. Box 81282 Mobile, AL 36689

***By (Legal Signature)**

*Name (type or print) Roger Dixon (Seal)

*Title Vice President

Telephone Number 251-342-6250

STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 20293

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

JOHN G WALTON CONSTRUCTION CO INC

MOBILE, AL 36689

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC: BUILDING CONSTRUCTION, H/RR: HEAVY AND RAILROAD, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until **July 31, 2024** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

20th day of **July, 2023**

196711

Michael B. Tew
SECRETARY-TREASURER

CHAIRMAN

1062

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Submitted by:
Leslie Rey, Director of Human Resources

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
Contract for employee health benefits consulting services.

Amount of Contract:
45,000

Effective Date of Contract:
12/1/2023

Funding Source

Project # Gulf States Consultants & Administrators, Inc.	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Angle, Laura	Approved	12/28/2023 - 2:39 PM
Legal	Kern, Chris	Approved	12/29/2023 - 11:55 AM
Mayors Office	Barber, James	Approved	12/29/2023 - 12:10 PM
			12/29/2023 -

Legal	Kern, Chris	Approved	11:56 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Michelle Bean

Amount of Contract:

n/a

Effective Date of Contract:

1/9/2024

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Bean

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 - Bean	Resolution Letter	12/28/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	12/28/2023 - 12:38 PM

12/28/2023 -

Legal	Monteiro, Cherlina	Approved	12:48 PM
Mayors Office	Barber, James	Approved	12/28/2023 - 1:32 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Michelle Bean, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

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AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Patricia and Brandon Law

Amount of Contract:

n/a

Effective Date of Contract:

1/9/2024

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Law

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 - Law	Resolution Letter	12/28/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	12/28/2023 - 12:41 PM

Legal	Monteiro, Cherlina	Approved	12:49 PM
Mayors Office	Barber, James	Approved	12/28/2023 - 1:32 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Patricia and Brandon Law, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

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AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Kaylin Robinson

Amount of Contract:

n/a

Effective Date of Contract:

1/9/2024

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Robinson

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 - Robinson	Resolution Letter	12/28/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	12/28/2023 - 12:45 PM
			12/28/2023 -

Legal	Monteiro, Cherlina	Approved	12:49 PM
Mayors Office	Barber, James	Approved	12/28/2023 - 1:33 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Kaylin Robinson, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

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AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Brenda Williams

Amount of Contract:

n/a

Effective Date of Contract:

1/9/2024

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Williams

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 - Williams	Resolution Letter	12/28/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	12/28/2023 - 11:10 AM

12/28/2023 -

Legal	Monteiro, Cherlina	Approved	11:22 AM
Mayors Office	Barber, James	Approved	12/28/2023 - 11:42 AM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Brenda Williams, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

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AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	12/28/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/28/2023 - 2:08 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 approval of a Conditional Use Permit
to allow a home-based day care for 7-12 children
for property located at 1016 Belvedere Circle East

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 5, 2023, a public hearing will be held on the 10th day of October, 2023, at 10:30 a.m., to consider adoption of an ordinance to approve a Conditional Use Permit to allow a home-based day care for 7-12 children for property located at 1016 Belvedere Circle East.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Conditional Use Permit application was filed on October 18, 2023 to allow a home-based day care for 7-12 children in an R-1, Single-Family Residential Suburban District located at 1016 Belvedere Circle East and described as follows:

LOT 32 UNIT 2 BELVEDERE PARK MBK 10 P 257 #SEC 51 T4S R1W #MP29 09 51 0 011

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on December 7, 2023 and recommended approval of the Conditional Use Permit subject to the following conditions:

1. Revision of the site plan to illustrate compliant parking;
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require a new Conditional Use Permit application and approval; and
4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

WHEREAS, the City Council finds that the Conditional Use Permit request:

A. Is consistent with all applicable requirements of the Unified Development Code (UDC), including:
    a. Any applicable development standards; and

b. Any applicable use regulations

B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property; and
D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council considered:
    a. The location, type and height of buildings or structures;
    b. The type and extent of landscaping and screening;
    c. Lighting;
    d. Hours of operation; and
    e. Other conditions that might require mitigation of the adverse impacts of the proposed development.
E. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
F. Is designed to minimize the impact on storm water facilities;
G. Will be adequately served by water and sanitary sewer services;
H. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
I. Shall not be detrimental to or endanger the public health, safety or general welfare; and
J. The proposed use will meet City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the Conditional Use Permit is hereby approved with the following required conditions:

1. Revision of the site plan to illustrate compliant parking;
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require a new Conditional Use Permit application and approval; and
4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 6th day of February, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 10th day of January, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 1016 Belvedere Circle East.

The proposed amendment will approve a Conditional Use Permit. The owner of said property has applied for a Conditional Use Permit to allow a home-based day care for 7-12 children in an R-1, Single-Family Residential Suburban District. If approved, the Conditional Use Permit will allow a home-based day care for 7-12 children in an R-1, Single-Family Residential Suburban District subject to the following proposed conditions: 1. Revision of the site plan to illustrate compliant parking; 2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall; 3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require a new Conditional Use Permit application and approval; and 4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

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

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

WHEREAS, a Conditional Use Permit application was filed on October 18, 2023 to allow a home-based day care for 7-12 children in an R-1, Single-Family Residential Suburban District located at 1016 Belvedere Circle East and described as follows:

LOT 32 UNIT 2 BELVEDERE PARK MBK 10 P 257 #SEC 51 T4S R1W #MP29 09 51 0 011

WHEREAS, the Planning Commission held a public hearing on the requested Conditional Use Permit on December 7, 2023 and recommended approval of the Conditional Use Permit subject to the following conditions:

1. Revision of the site plan to illustrate compliant parking;
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require a new Conditional Use Permit application and approval; and
4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

WHEREAS, the City Council finds that the Conditional Use Permit request:

1. Is consistent with all applicable requirements of the Unified Development Code (UDC), including:
    a. Any applicable development standards; and
    b. Any applicable use regulations
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council considered:
    a. The location, type and height of buildings or structures;
    b. The type and extent of landscaping and screening;
    c. Lighting;
    d. Hours of operation; and

e. Other conditions that might require mitigation of the adverse impacts of the proposed development.

5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
9. Shall not be detrimental to or endanger the public health, safety or general welfare; and
10. The proposed use will meet City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

Section One: That the Conditional Use Permit is hereby approved with the following required conditions:

1. Revision of the site plan to illustrate compliant parking;
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require a new Conditional Use Permit application and approval; and
4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department 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

Tracy L. Pritchard
1016 Belvedere Circle East
Council District 3
C.J. Small

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

December 20, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on December 7, 2023 considered the request of Tracy L. Pritchard for a Conditional Use Permit to allow a home-based day care for 7-12 children in an R-1, Single-Family Residential Suburban District for the property located at 1016 Belvedere Circle East.

After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Revision of the site plan to illustrate compliant parking;
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require a new Conditional Use Permit application and approval; and
4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

December 8, 2023

Tracy L. Pritchard
Gant Group and Associates
1016 Belvedere Circle East
Mobile, Alabama 36606

Re: 1016 Belvedere Circle East
ZON-CUP-002703-2023
Tracy L. Pritchard
District 3
Conditional Use Permit approval to allow a home-based child daycare for 7-12 children in an R-1, Single-Family Residential Suburban District.

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

At its meeting on December 7, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined the following Findings of Fact to support the Conditional Use Permit

1. The request is consistent with all applicable requirements of this Chapter, including:

    a) Any applicable development standards; and
    b) Any applicable use regulations.

2. The request is compatible with the character of the surrounding neighborhood;
3. The request will not impede the orderly development and improvement of surrounding property; and
4. The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council shall consider:

    a) The location, type and height of buildings or structures;
    b) The type and extent of landscaping and screening;
    c) Lighting;
    d) Hours of operation; and

e) Other conditions that might require mitigation of the adverse impacts of the proposed development.

5. The request is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. The request is designed to minimize the impact on storm water facilities;
7. The request will be adequately served by water and sanitary sewer services;
8. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. The request shall not be detrimental to or endanger the public health, safety or general welfare.
10. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

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

1. Revision of the site plan to illustrate compliant parking;
2. Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3. Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require a new Conditional Use Permit application and approval; and
4. Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

The advertising fee for this application based on the current legal description is $355.68. 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
November 13, 2023
PUBLIC HEARING NOTICE

Re: 1016 Belvedere Circle East
ZON-CUP-002703-2023
Tracy L. Pritchard
District 3
Conditional Use Permit approval to allow a home-based child day care for 7-12 children in an R-1, Single-Family Residential Suburban District.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, December 7, 2023, at 2:00 p.m. to consider your above referenced application.

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

The proposed application is requesting Conditional Use Permit approval to allow a home-based child day care for 7-12 children in an R-1, Single-Family Residential Suburban District.

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, December 6, 2023, to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
November 13, 2023
PUBLIC HEARING NOTICE

Re: 1016 Belvedere Circle East
ZON-CUP-002703-2023
Tracy L. Pritchard
District 3
Conditional Use Permit approval to allow a home-based child day care for 7-12 children in an R-1, Single-Family Residential Suburban District.

Dear Property Owner(s):

This letter is to advise property owners within 300 feet, as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, December 7, 2023, at 2:00 p.m., to consider the above referenced application.

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

The proposed application is requesting Conditional Use Permit approval to allow a home-based child day care for 7-12 children in an R-1, Single-Family Residential Suburban District.

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission.

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, December 6, 2023, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes. For additional information or assistance, please contact a Planner at (251) 208-5895.

City of Mobile · Planning & Zoning

Planning Commission Application

For hard copy submissions, SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with seven (7) paper copies of this application by NOON on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

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

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

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

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

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

- [X] **Conditional Use Permits** — Checklist A
- [ ] **Rezoning, Text Amendment, or Specific Area Plan Amendments** — Checklist B
- [ ] **Planned Development** — Checklist C
- [ ] **Previously approved Planning Approvals or Planned Unit Development** — Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	Tracy L Pritchard	
Firm:	GANT Group and Associates	Carlos Gant / Tymon Wallace
Phone:	251-478-5330	
Email:	tpt33tpt43@yahoo.com	
Address:	1016 Belvedere Cir. E	

	Owner	Design Professional
Name:	Tracy Pritchard	
Firm:	GANT Group and Associates	Carlos Gant / Tyman Wallace
Phone:	251-478-5330	
Email:	tpt33tpt43@yahoo.com	
Address:	1016 Belvedere Cir East	

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

1016 Belvedere Cir. E — Property Address

+/- 13,500 SF — Property Area (acres or square feet)

29 09 51 0 011 070.XXX — Parcel Number(s) or Key Number(s)

899102

District 3 / R-1 (Single Family Residence) — Present Zoning or Transect District

Zoning — Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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

Tracy L Pritchard — Owner Signature

10/03/2023 — Date

Tracy L Pritchard — Applicant or Agent Signature (if applicable)

10/03/2023 — Date

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

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

Tracy L Pritchard — Applicant or Agent Signature

10/03/2023 — Date

CHECKLIST A

Conditional Use Permit

Requirement Checklist A is required for all Conditional Use Permits

The following information is required to evaluate applications for Conditional Use Permits. Please provide a statement for all items.

Please consult the Use Table in Section 64-2-24 of the UDC as the following uses may require supplemental documentation. Select all of the uses that apply.

☐ Bed and Breakfast Establishments	☐ Bar/Lounge
☐ Community Residences	☒ Daycare, Child (Home Based 7-12 Children)
☐ Short-Term Rentals	☐ Private or Parochial School
☐ Above-Ground Oil Storage Tank	☐ Hazardous Substance Storage Tank

Have you provided the required information for the selected uses above? ☒ Yes ☐ No

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The Following information is required for Conditional Use Permits. Please refer to Section 64-10-6 for a full description of the requirements and verify that the following documentation is provided:

- ☐ Planning Commission Application
- ☐ Documentation of compliance with Approval Criteria
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☑ Site Plan
- ☐ Neighborhood Meeting Documentation

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1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   The Comprehensive Plan is to help build the youth of Mobile by allowing a safe and inviting learning place for the kids. This home based daycare will ensure the area has a place for kids to be cared for properally and have a niece place to learn.

   Future Land Use Map (FLUM) Designation

2. Is the application compliant with Development Standards of Article 3? ☑ Yes ☐ No
   If no, what are the deficiencies?

3. Describe how the application and plan is compatible with the character of the surrounding neighborhood.
   The plan is compatible because it is an existing home & home based daycare currently. The plan is to remain as one but has been designed to engress the child count from 5 to 12 Children.

4. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

The design & existing house site will remain existing. The improvement will be only to allow more of the youth to have so where to go with supervision and for parents to have there kids suprised and taught in a safe location in the neighborhood. House Plans Attached

5. Please provide the following information:
   - ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)
     1016 Belvedere Cir. E., Home based 7-12 children ingress from 5, Existing wall height 8' & will remain and structure is Brick home. Plans Attached.
   - ☑ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property) Landscaping & screening is existing. Site/Survey attached.
   - ☑ Lighting: Lighting is existing and adquate.
   - ☑ Hours of operation: 6 to 6 are Hours of operation & on license for Daycare Services By DHR.
   - ☑ Other conditions that are unique to the use of the property: Existing Residence & will remain an existing Residence and Home Based daycare.

6. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ☑ Yes ☐ No site plan attached

7. Describe how the proposal is designed to minimize the impact on storm water facilities.
   The design is Existing Exterior House with driveways. No Impact to storm water.

8. Describe how the development is served by water and sanitary sewer services. What services are provided and by what entity?
   The water and sanitary sewer services are Existing. They are provided by City of Mobile and will continue to be served by the City of Mobile MWSS.

9. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.
   The Existing House is currently and will remain non-detrimental to Public health, safety or general welfare. The Neighbors enjoy having the House Existing Based Daycare and Residence currently.

10. For Above-Ground Oil Storage Tanks, please include all information required by Section 64-4-7. For Hazardous Substance Storage Tanks, please include all information required by Section 64-4-8.
    not applicable. No Above-Ground Oil Storage Tanks currently used and will remain that way.

October 23,2023

Tracy Pritchard
1016 Belvedere Circle East
Mobile, Alabama 36606
Phone: 251-377-6313

City of Mobile Planning
and Zoning Department
P.O. Box 1827
Mobile, AL 36633

Re: Condition use Permit

1016 Belvedere Circle East

Dear Planning and Zoning Board:

I am the owner and operator of Dak's Home Daycare, a licensed home day care program located at 1016 Belvedere Circle I have been licensed by the Alabama Department of Human Resources to offer childcare for families for 5 years. I have provided high quality day care at my current residence for over 5 years and have worked for Mobile County Public Schools System for 23 years and the City of Mobile before deciding to open my home as a childcare facility.

I am currently licensed for 5 children in my home daycare and I would like to propose an increase to that number to 12 children. The only way that I can increase the number of children from 5 to 12 is that the City of Mobile Zoning Department grant me a Use Variance. I have searched the City of Mobile website for an Ordinance for a large home day care in a residential area and I was unsuccessful. Although I was unable to find an ordinance for a large home day care in a residential area, I did discover that in 1992, 1993 and 1997 Rev. H.P. Williams and his wife Annie B. Williams were issued an approval to increase their number of children in their home day care from 6 to 12 children .I spoke with 2 providers who were allowed to increase their service to 10.

I currently use 1 large room *(floor area of 528 sq. ft)* near the back door of my home for daily activities and the play area for the children. The combined space of the 1 room exceeds the required space of 32 sq. ft per child according to the State of Alabama Licensing. If I am approved for 12 children, I will have more than enough space per child.

The property cannot be used in compliance with the Zoning Ordinance because there is not an Ordinance in place for a large home daycare. My property is unique in the neighborhood because my home day care provides childcare services in a residential community so that parents can work and/or attend school. The parents believe that their child(ren) will adjust better in a home childcare environment because the provider/child ratio is smaller. They also believe that if the setting for more one on one time with each child was available and it will allow for more teachable moments.

My childcare program is here for the purpose of providing a healthy and safe learning environment for young children until they are ready to attend head start or pre-k programs in school without disrupting my neighbor's privacy.

October 22,2023

The way the traffic currently flows with 5 children is that the parents pull in the driveways(2) of my home, bring their child and/or children into the home, sign and swipe them in and return to their vehicles (normally in less than 5 minutes). When two or three parents arrive at the same time, they do not park in front of the homes of my neighbors on either side or across the street. I have enough parking space in front of my home for 7 cars to park at one time. If I am approved for 12 children, the new parents and I will discuss a plan for arrival and departure times that will not block the front of my neighbor's homes, driveways or the flow of traffic. Arrival times for children are 6:00 am – 9:00 am during the morning drop-offs and between 3:00 pm – 6:00 pm during evening pick-ups. Parking for the employee and myself will be in my driveway.

My daytime hours of operation are Mondays through Fridays, 6:00 am to 6:00 am. I will have 2 employees which will consist of myself and another qualified adult. The gross square footage of my home is 2000 sq. ft. My daily schedule outlines our daily activities during the run of a day . Most of our activities are inside my home. We engage in outdoor play 1 hour per day from 9:40 - 10:40 *(weather permitting)* . The after noon hours are from 4:30pm to 5:30 pm. When we are outside in the backyard, I stay aware of the noise level and I have not had any complaints from my neighbors about the normal noise of children playing. With an increase in the number of children, I will continue to keep the noise level at a minimum volume. The backyard is large enough to easily accommodate 12 children without creating a nuisance to the neighbors. I have a great record of maintaining my home day care property for over 5 years without disturbing my neighbors.

I have been asked on several occasions by individuals to open a day care center, but I am not interested in opening a day center any more due to overhead problems .I am content with offering daycare for children in my home childcare is a very high demand . I can continue to offer a home day care service in my neighborhood that is a valuable asset to families. I don't have any overhead and operating a day care center is expensive.

Tracy Pritchard

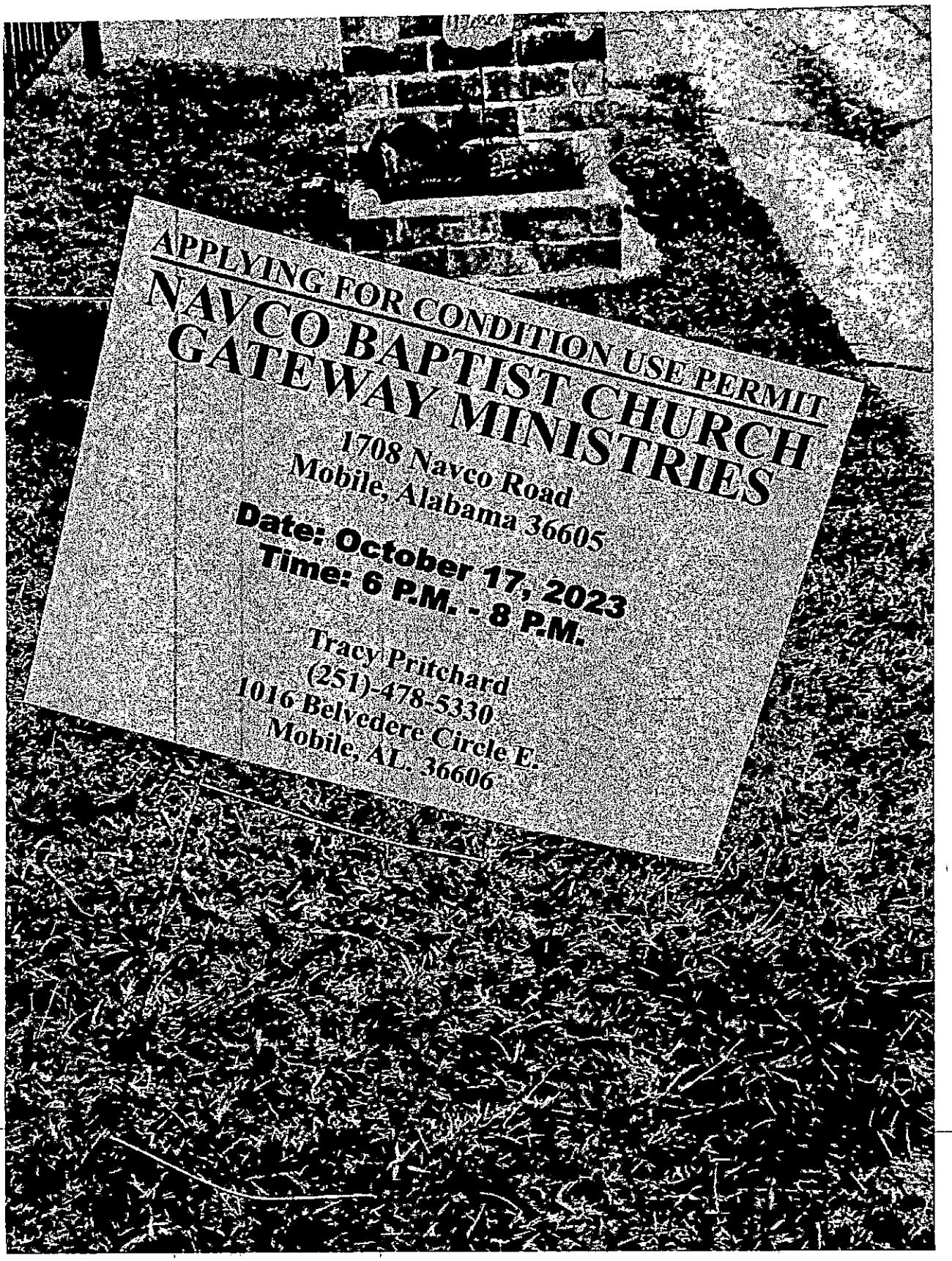


October 2, 2023 3:51 PM **Edit**

20231002_155132.jpg

/Internal storage/DCIM/Camera

Galaxy S23


APPLYING FOR CONDITION USE PERMIT
NAVCO BAPTIST CHURCH
GATEWAY MINISTRIES
1708 Navco Road
Mobile, Alabama 36605
Date: October 17, 2023
Time: 6 P.M. - 8 P.M.
Tracy Pritchard
(251)-478-5330
1016 Belvedere Circle E.
Mobile, AL. 36606

NEIGHBORHOOD MEETING MINUTES
10/17/23

- NEIGHBORHOOD MEETING STARTED AT 6 PM.
- TRACY OPEN WITH A WELCOME TO EVERYONE THAT ATTENDED THE MEETING
- THE MEETING ALSO OPENED WITH A PRAYER
- SEVERAL PEOPLE ATTENDED THE MEETING
- NO ONE OPPOSED THE MEETING FOR TRACY TO EXPAND THE DAYCARE.
- NO PROTESTORS SHOWED UP.
- TRACY EXPLAINED HOW THE PROCESS WOULD WORK.
- TRACY EXPLAINED THE LETTER PROCESS. AND THE PROCESS OF GOING THRU WITH A GROUP HOME OF 12 KIDS.
- TRACY ALSO TALKED WITH SOME NEIGHBORS ABOUT HOW THE APPLICATION PROCESS WORKS.

NEIGHBORHOOD MEETING MINUTES
10/17/23
PAGE 2

— TRACY INTRODUCED THE PASTOR OF THE HOST CHURCH. HE ALSO SPOKE WITH THE NEIGHBORS IN ATTENDANCE.

— TRACY MENTIONED THAT WORKERS ARE NEEDED TO WORK THE VOTING SITES. NEIGHBOR WANTING TO WORK MUST TAKE A CLASS.

— CONCERNS THE NEIGHBOR MENTIONED ABOUT THE NEIGHBOR — SOME RESIDENTS ARE CONCERNED ABOUT THE STREET CONSTRUCTION.

— CONCERNS ABOUT LEAVING THE NEIGHBORHOOD — THE WAIT TIME IS NOT BOARD.

MEETING CLOSED @ 8PM

2 of 2

COMMUNITY MEETING FOR DAYCARE OF 12 SIGN SHEET

Project:	CONDITION USE PERMIT	**Meeting Date:**	October 17, 2023
Facilitator:	TRACY PRITCHARD	**Place/Room:**	NAVCO BAPTIST CHURCH

	NAME	ADDRESS	PHONE	E-MAIL
1	[illegible]	512 Barnett Hill circle	251-680-4454	
2	[illegible] Penny	2571 Fairway Drive	251-421-2054	
3	Houston Watkins	732 Lakeside Drive	251-725-0192	
4	Lorena Jeter	512 Barnett Hill circle	251-[illegible]8800	
5	Billy Jeter	3020 Forcott Ct	864-426-8329	
6	[illegible]	1417 Azela Road	251-591-3352	
7	Ingrella D Gray	1050 Houston St. #	251.229.7710	
8	[illegible]	1016 Belvedere Cir E	251-802-9648	
9	Vivee Young	6005 Cottage Hill	251-368-1193	
10	Sam Davis	Dogwood Drive	251-391-9609	
11	Vinson J Dunn	4710 Old Mulday Rd Theodore AL 36582	251-604-4268	
12	Lynwood Pritchard	1016 belvedere circle	251.379.1723	
13	Jessica Richards	2729 Belvedere Cir S.	251-622-2286	
14	Olivia Banks	1559 Forrest St	251-513-4754	O.banks012@gmail.com
15	Richie Wilson	1011 Belvedere cir	251-263-1005	
16	Denise Smith	1709 New Conti St.	251-802-0619	
17	Henry Scott	1014 E Belvedere cir		
18	Carla Payne	1018 Belvedere cir E.	251-245-5644	

COMMUNITY MEETING FOR DAYCARE OF 12 SIGN SHEET

Project:	CONDITION USE PERMIT	**Meeting Date:**	October 17, 2023
Facilitator:	TRACY PRITCHARD	**Place/Room:**	NAVCO BAPTIST CHURCH

	NAME	ADDRESS	PHONE	E-MAIL
1	Frank PENN	1100 Belvedere	251-266-9592	Fpenn1224@gmail.com
2	Leticia Patton	1419 Azalea Crest Rd Apt 12N	251-881-5955	queenticia@gmail.com
3	Mina Mistovet	1319 Bay Ave Mobile	251-438-4749	Mina1319@gmail.com
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HOME DAYCARE RENOVATION –

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STATE OF ALABAMA
FORREST H. GANT
NO. 5081
REGISTERED ARCHITECT

PRICHARD RENOVATION
1016 BELVEDERE CIRCLE EAST
MOBILE ALABAMA

REVISIONS

NO.	DATE	REMARKS

IT IS THE INTENT OF THESE DOCUMENTS TO PROVIDE SUFFICIENT INFORMATION TO THE EXPERIENCED BUILDER TO CONSTRUCT THE PROJECT SHOWN. IT IS THEREFORE HIS RESPONSIBILITY TO VERIFY ALL CONDITIONS, DIMENSIONS AND COMPLIANCE WITH ALL REGULATORY AGENCIES PRIOR TO CONSTRUCTION. THEIR REQUIREMENTS MUST TAKE PRECEDENCE OVER THOSE SHOWN AND FIELD ADJUSTMENTS SHOULD BE MADE ACCORDINGLY.

SHEET TITLE
COVER SHEET

JOB NO. 2022-008

DATE: 10-06-22

DRAWN BY: T. WALLACE

CHECKED BY:

SHEET

G001

CITY OF MOBILE
REVIEWED FOR CODE COMPLIANCE
11/22/2022 10:02:48 AM SHEET

ABBREVIATIONS

AB	– ANCHOR BOLT	FTG	– FOOTING	PLF	– POUNDS PER LINEAR FOOT
AC	– AIR CONDITIONING	FURG	– FURRING	PLYWD	– PLYWOOD
ACC	– ACCESSIBLE	FURR	– FURRING	PNL	– PANEL
ACCESS	– ACCESSORY	FWC	– FABRIC WALLCOVERING	POL	– POLISHED
ACOUS	– ACOUSTICAL	FWP	– FABRIC WRAPPED PANEL	PR	– PAIR
AD	– AREA DRAIN			PREFAB	– PREFABRICATED
ADJ	– ADJUSTABLE	G	– GROUND	PROJ	– PROJECT
AFF	– ABOVE FINISH FLOOR	GA	– GAUGE	PSF	– POUNDS PER SQUARE FOOT
AGGR	– AGGREGATE	GALV	– GALVANIZED	PT	– POINT
AHR	– ANCHOR	GB	– GRAB BAR	PTD	– PAINTED
ALT	– ALTERNATE	GC	– GENERAL CONTRACT OR GENERAL CONTRACTOR	PTD	– PAPER TOWEL DISPENSER
ALUM	– ALUMINUM	GFRC	– GLASS FIBER REINFORCED CONCRETE	PTN	– PAPER TOWEL DISPENSER
ANCH	– ANCHOR	GFRG	– GLASS FIBER REINFORCED GYPSUM	PTR	– PAPER TOWEL RECEPTACLE
APC	– ACOUSTICAL PANEL CEILING	GL	– GLASS		
APPROX	– APPROXIMATE	GR	– GRADE	QT	– QUARRY TILE
ARCH	– ARCHITECTURAL	GRC	– GLASS FIBER REINFORCED CONCRETE	QTY	– QUANTITY
ATC	– ACOUSTICAL TILE CEILING	GRD	– GROUND		
AUTO	– AUTOMATIC	GRG	– GLASS FIBER REINFORCED GYPSUM	(R)	– RELOCATED
AV	– AUDIO VISUAL	GYPBD	– GYPSUM WALLBOARD	R	– RISER OR RADIUS
BD	– BOARD	H	– HIGH OR HEIGHT	RA	– RETURN AIR
BLDG	– BUILDING	HB	– HOSE BIBB	RB	– RESILIENT BASE
BLK	– BLOCK	HC	– HOLLOW CORE	RCP	– REFLECTED CEILING PLAN
BM	– BEAM	HCP	– HANDICAPPED	RD	– ROOF DRAIN
BOT	– BOTTOM	HDW	– HARDWARE	RECOM	– RECOMMENDED
BRK	– BLOCK	HDWD	– HARDWOOD	RECPT	– RECEPTACLE
BSMT	– BASEMENT	HEATST	– HEAT STRENGTHENED	REC	– RECESSED
BT	– BOLT	HM	– HOLLOW METAL (STEEL FRAME)	REF	– REFERENCE
BUR	– BUILT-UP ROOFING	HO	– HOLD-OPEN	REFL	– REFLECTED OR REFLECTIVE
C	– CHANNEL	HNDRL	– HANDRAIL	REFR	– REFRIGERATOR
CAB	– CABINET	HORIZ	– HORIZONTAL	REG	– REGISTER
CAT	– CATEGORY	HPT	– HIGH POINT	REINF	– REINFORCED OR REINFORCING
CB	– CATCH BASIN	HR	– HOUR	REL	– RELOCATE
CBD	– CHALK BOARD	HRC	– HOSE REEL CABINET	REM	– REMOVEABLE
CBU	– CEMENTITIOUS BACKER UNIT	HS	– HEAT STRENGTHENED (GLASS)	REQ	– REQUIRED
CEM	– CEMENT	HT	– HEIGHT	RESIL	– RESILIENT
CER	– CERAMIC	HVAC	– HEATING, VENTILATING, AIR CONDITIONING	REV	– REVISION OR REVISED
CG	– CORNER GUARD	HW	– HOT WATER	RM	– ROOM
CH	– CHILLER	HYDR	– HYDRAULIC	RO	– ROUGH OPENING
CHAN	– CHANNEL	ID	– INSIDE DIAMETER/DIMENSION	RTD	– RATED
CHBD	– CHALK BOARD	IN	– INCH	RTG	– RATING
CI	– CAST IRON	INCL	– INCLUDED OR INCLUDING	RWL	– RAIN WATER LEADER
CIP	– CAST IN PLACE	INFO	– INFORMATION		
CJ	– CONTROL JOINT OR CONSTRUCTION JOINT	INSUL	– INSULATION	S	– SOUTH
CL	– CEILING	INT	– INTERIOR	SAN	– SANITARY
CL	– CENTER LINE	INTERM	– INTERMEDIATE	SC	– SOLID CORE
CLG	– CEILING	INV	– INVERT	SCHED	– SCHEDULE
CLR	– CLEAR	IRMA	– INVERTED ROOF MEMBRANE ASSEMBLY	SD	– STORM DRAIN OR SOAP DISPENSER
CMU	– CONCRETE MASONRY UNIT	JAN	– JANITOR	SECT	– SECTION
CNTR	– COUNTER	JC	– JANITOR'S CLOSET	SF	– SQUARE FEET/FOOT
CO	– CLEANOUT	JST	– JOIST	SH	– SPRINKLER HEAD
COL	– COLUMN	JT	– JOINT	SHT	– SHEET
COMPART	– COMPARTMENT			SHR	– SHOWER
CONC	– CONCRETE	K	– KIP (1000 lb)	SIM	– SIMILAR
CONN	– CONNECTION	KPL	– KICK PLATE	SM	– SQUARE METER
CONT	– CONTINUOUS	KG	– KILOGRAM	SND	– SANITARY NAPKIN DISPENSER
CONTR	– CONTRACTOR	KIT	– KITCHEN	SP	– STANDPIPE
CORR	– CORRIDOR	KO	– KNOCKOUT	SPEC	– SPECIFICATION
CT	– CERAMIC TILE OR COOLING TOWER	L	– LITER	SPKLR	– SPRINKLER
CTR	– CENTER	LAB	– LABORATORY	SPKR	– SPEAKER
CTSK	– COUNTER SUNK	LANDG	– LANDING	SPR	– SPRINKLER
CW	– COLD WATER	LAM	– LAMINATE OR LAMINATION	SQ	– SQUARE
DA	– DISABLED	LAV	– LAVATORY	SEE	– STRUCTURAL SLAB ELEVATION
DBL	– DOUBLE	LB	– POUND	SST	– STAINLESS STEEL
DEMO	– DEMOLITION	LDG	– LANDING	SSK	– SERVICE SINK
DEPT	– DEPARTMENT	LF	– LINEAR FOOT	STA	– STATION
DET	– DETAIL	LKR	– LOCKER	STD	– STANDARD
DF	– DRINKING FOUNTAIN	LT	– LIGHT	STL	– STEEL
DIA	– DIAMETER	LTP	– LOW POINT	STLJST	– STEEL JOIST
DIFF	– DIFFUSER			STOR	– STORAGE
DIM	– DIMENSION	M	– METER	STRG	– STRINGER
DIS	– DISSABLED	MACH	– MACHINE	STRL	– STRUCTURAL
DISP	– DISPENSER	MAINT	– MAINTENANCE	STRUC	– STRUCTURAL
DMPF	– DAMPPROOFING	MAS	– MASONRY	SUBCAT	– SUBCATEGORY
DMT	– DEMOUNTABLE	MATL	– MATERIAL	SUSP	– SUSPENDED
DN	– DOWN	MAX	– MAXIMUM	SYMM	– SYMMETRICAL
DO	– DOOR OPENING	MBL	– MARBLE	SYS	– SYSTEM
DPTN	– DEMOUNTABLE PARTITION	MDF	– MEDIUM DENSITY FIBERBOARD		
DR	– DOOR OR DRAIN	MDO	– MEDIUM DENSITY OVERLAY PLYWOOD	T&G	– TONGUE AND GROOVE
DRN	– DRAIN	MECH	– MECHANICAL	T	– TREAD OR THERMOSTAT
DS	– DOWNSPOUT	MEMB	– MEMBRANE	TB	– TOWEL BAR
DW	– DISHWASHER	MET	– METAL	TC	– TOP OF CURB
DWG	– DRAWING	MEZZ	– MEZZANINE	TCONC	– TOP OF CONCRETE
DWR	– DRAWER	MFR	– MANUFACTURER	TEL	– TELEPHONE OR TELECOM
		MH	– MANHOLE	TEMP	– TEMPERED
(E)	– EXISTING	MIN	– MINIMUM	TER	– TERRAZZO
E	– EAST	MISC	– MISCELLANEOUS	THK	– THICKNESS
EA	– EACH	MM	– MILLIMETER	THRES	– THRESHOLD
EBT	– EXPANSION BOLT	MO	– MASONRY OPENING	THRU	– THROUGH
EFS	– EXTERIOR FINISH SYSTEM	MS	– MACHINE SCREW	TKBD	– TACKBOARD
EIFS	– EXTERIOR INSULATION FINISH SYSTEM	MTD	– MOUNTED	TMPD	– TEMPERED
EJ	– EXPANSION JOINT	MTG	– MOUNTING	TO	– TOP OF
EL	– ELEVATION	MTL	– METAL	TOS	– TOP OF SLAB
ELEC	– ELECTRICAL	MUL	– MULLION	TOSTL	– TOP OF STEEL
ELEV	– ELEVATOR			TP	– TOP OF PAVEMENT
EMERG	– EMERGENCY	N	– NORTH	TPD	– TOILET PAPER DISPENSER
ENCL	– ENCLOSURE	N/A	– NOT APPLICABLE	TPH	– TOILET PAPER HOLDER
EP	– ELECTRICAL PANELBOARD	NC	– NOISE CRITERIA	TRACT	– TRACTION
EQ	– EQUAL	NIC	– NOT IN CONTRACT	TV	– TELEVISION
EQUIP	– EQUIPMENT	NO	– NUMBER	TW	– TOP OF WALL
ESCAL	– ESCALATOR	NOM	– NOMINAL	TYP	– TYPICAL
EWC	– ELECTRICAL WATER COOLER	NTS	– NOT TO SCALE		
EXH	– EXHAUST	OA	– OUTSIDE AIR	UNFIN	– UNFINISHED
EXP	– EXPANSION	OC	– ON CENTER	UON	– UNLESS OTHERWISE NOTED
EXST	– EXISTING	OD	– OUTSIDE DIAMETER/DIMENSION	UR	– URINAL
EXT	– EXTERIOR	OFF	– OFFICE		
		OH	– OPPOSITE HAND	VAC	– VENTILATION AND AIR CONDITIONING
FA	– FIRE ALARM	OPH	– OPPOSITE	VCT	– VINYL COMPOSITION TILE
FB	– FACE BRICK	OPNG	– OPENING	VERT	– VERTICAL
FC		OPP	– OPPOSITE	VEST	– VESTIBULE
FD	– FLOOR DRAIN	OPPHD	– OPPOSITE HAND	VIF	– VERIFY IN FIELD
FDC	– FIRE DEPARTMENT CONNECTION	ORD	– OVERFLOW ROOF DRAIN	VR	– VAPOR RETARDER
FDN	– FOUNDATION	OUTS	– OUTSIDE	VT	– VINYL TILE
FE	– FIRE EXTINGUISHER	OVHD	– OVERHEAD	VWC	– VINYL WALL COVERING
FEC	– FIRE EXTINGUISHER CABINET	PAV	– PAVING	W/	– WITH
FFE	– FINISH FLOOR ELEVATION	PARTN	– PARTITION	W	– WEST/WIDTH
FH	– FLAT HEAD	PBD	– PARTICLEBOARD	WC	– WATER CLOSET
FIN	– FINISH	PC	– PRECAST CONCRETE	WD	– WOOD
FL	– FLOOR	PERF	– PERFORATED	WDW	– WINDOW
FLASH	– FLASHING	PERIM	– PERIMETER	W/O	– WATERPROOFING
FLUOR	– FLUORESCENT	PERP	– PERPENDICULAR	WP	– WITHOUT
FLR	– FLOOR	PF	– POINT OF FROG	WPM	– WATERPROOF MEMBRANE
FO	– FACE OF	PI	– POINT OF INTERSECTION	WR	– WATER RESISTANT
FPG	– FIREPROOFING	PL	– PLATE	WS	– WEATHERSTRIPPING
FR	– FRAME	PLAM	– PLASTIC LAMINATE	WSCT	– WAINSCOT
FT	– FOOT/FEET	PLAS	– PLASTER	WT	– WEIGHT
FRTW	– FIRE RETARDANT TREATED WOOD	PLBG	– PLUMBING	W/W	– WALL TO WALL

GENERAL NOTES

A. GENERAL NOTES:

1. THESE DRAWINGS ARE FOR REFERENCE PURPOSES ONLY. THEY ARE TO BE USED TO OUTLINE THE GENERAL SCOPE OF WORK AND MAY REQUIRE SUPPLEMENTAL DRAWINGS.

2. ALL WORK IS TO BE PERFORMED BY A LICENSED AND BONDED CONTRACTOR.

3. PROVIDE COMPLETE PROJECT SYSTEMS AND COMPONENTS INDICATED ON THE PROJECT DOCUMENTS.

4. THE CONTRACTOR SHALL WORK WITHIN THE AREA BOUNDARIES INDICATED IN THE PROJECT DOCUMENTS, AND SHALL COMPLY WITH ALL APPLICABLE BUILDING CODE, REGULATION, & ORDINANCE REQUIREMENTS. OCCUPANTS ADJACENT TO THE PROJECT AREA BOUNDARIES SHALL CONTINUE UNINTERRUPTED OCCUPANCY.

5. THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY FIELD CONDITIONS AND COORDINATION WITH THE PROJECT DOCUMENTS PRIOR TO PROCEEDING WITH THE WORK.

6. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE THE WORK WITH ALL REQUIREMENTS INDICATED IN THE PROJECT DOCUMENTS.

7. THE CONTRACTOR SHALL PERFORM THE WORK AT THE PROJECT SITE DURING NORMAL BUSINESS HOURS, UNLESS OTHERWISE NOTED.

8. THE CONTRACTOR SHALL COORDINATE THE WORK WITH EQUIPMENT, FURNISHINGS, AND SYSTEMS PROVIDED BY THE OWNER.

9. DRAWINGS ARE FOR REFERENCE PURPOSES. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THAT ALL ELEMENTS ARE BUILT IN ACCORDANCE WITH APPLICABLE CODES.

10. DUE TO THE MEANS AND METHODS BY WHICH THE OWNER IS PROCEEDING WITH CONSTRUCTION, THE DESIGNER WILL NOT BE HELD RESPONSIBLE FOR THE HEALTH, LIFE, SAFETY, AND GENERAL WELFARE OF THE OWNER AND ANY PEOPLE THAT CONSTRUCT OR INHABIT THIS BUILDING.

MECHANICAL NOTES:

1. ALL HVAC WORK SHOULD CONFORM TO APPLICABLE CODES.

2. HVAC UNITS SHOULD BE DETERMINED BY A LICENSED MECHANICAL ENGINEER OR ELECTRICAL CONTRACTOR

3. HVAC SIZING AND DUCT WORK IS THE RESPONSIBILITY OF THE CONTRACTOR. MECHANICAL CLOSETS ARE SHOWN ON THE PLANS BUT THERE SIZES ARE TO BE VERIFIED BY CONTRACTOR.

ELECTRICAL NOTES:

1. ACTUAL ELECTRICAL WORK IS TO CONFORM TO ALL APPLICABLE CODES AND IS TO BE INSTALLED BY A LICENSED ELECTRICIAN.

2. CONTRACTOR IS RESPONSIBLE FOR THE VERIFICATION AND LOCATION OF ALL ELECTRICAL EQUIPMENT.

PLUMBING NOTES:

1. FLOOR PLANS SHOW THE APPROXIMATE LOCATIONS OF THE WET AREAS. THE ACTUAL LOCATION OF THE PLUMBING AND ITS SUBSEQUENT SIZING IS THE RESPONSIBILITY OF THE CONTRACTOR AND SAID PLUMBING MUST CONFORM TO ALL APPLICABLE CODES.

2. CONTRACTOR IS ALSO RESPONSIBLE FOR VERIFICATION OF ALL SEWER CONNECTIONS AND SAID CONNECTIONS MUST CONFORM TO ALL APPLICABLE CODES.

3. ALL WORK TO BE PERFORMED BY A LICENSED PLUMBER OR PLUMBING CONTRACTOR.

B. DEFINITIONS:

1. "TYPICAL" OR "TYP" INDICATES IDENTICAL COMPLETE SYSTEM FOR THE CONDITION NOTED.
2. "SIMILAR" INDICATES COMPLETE SYSTEM AND COMPONENTS COMPARABLE TO THE CHARACTERISTICS FOR THE CONDITION NOTED.
3. "AS REQUIRED" INDICATES CONTRACTOR SHALL PROVIDE COMPONENTS REQUIRED TO COMPLETE THE NOTED SYSTEM AS INDICATED IN THE PROJECT DOCUMENTS.
4. "ALIGN" INDICATES ACCURATELY PROVIDE FINISH FACES OF MATERIALS IN STRAIGHT, TRUE, AND PLUMB RELATION TO ADJACENT MATERIALS.

C. DIMENSIONS:

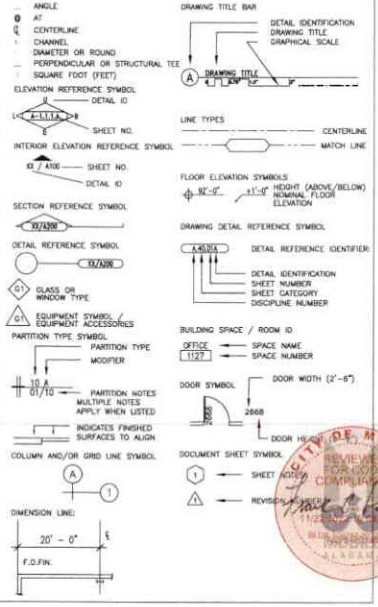
1. DIMENSIONS ARE INDICATED TO THE CENTERLINE OF THE STRUCTURAL GRID OR STUDS, FACE OF CONCRETE WALL, NOMINAL FACE OF CMU WALL, FACE OF PARTITION AS SCHEDULED, UNLESS OTHERWISE NOTED.
2. ALIGNMENT OF PARTITIONS AND FINISHES AS SCHEDULED SHALL BE STRAIGHT, TRUE & PLUMB. DIMENSIONAL LAYOUT SHALL BE IN THE FOLLOWING PRIORITY ORDER:
   A. STRUCTURAL DRAWINGS
   B. LARGE SCALE DETAILS
   C. SMALL SCALE DETAILS
   D. ENLARGED PLANS AND SECTIONS
   E. FLOOR PLANS
3. MINIMUM DIMENSIONS FOR ACCESSIBILITY CLEARANCES AND BUILDING CODE REQUIREMENTS SHALL BE MAINTAINED.
4. FLOOR ELEVATIONS ARE INDICATED AT THE FACE OF THE STRUCTURAL SLAB, UNLESS OTHERWISE NOTED.
5. VERTICAL DIMENSIONS ARE INDICATED FROM THE FLOOR ELEVATION TO FACE OF FINISHED MATERIAL, UNLESS NOTED ABOVE FINISH FLOOR – "AFF".
6. CEILING HEIGHTS ARE INDICATED FROM THE FLOOR ELEVATION TO THE FACE OF SUSPENED ACOUSTIC CEILING GRID OR FACE OF FINISH MATERIAL FOR OTHER CEILING TYPES, UNLESS OTHERWISE NOTED.
7. DOCUMENTS ARE DRAWN DIAGRAMATICALLY, AND SCALED DIMENSIONS ARE APPROXIMATE. DIMENSIONS SHALL INDICATE REQUIRED SIZE, CLEARANCES, AND RELATIONSHIPS ARE INDICATED BY DIMENSIONS AS NOTED.

DRAWING ORGANIZATION

A. THE DRAWINGS IN THIS SET ARE ORGANIZED AS FOLLOWS:
   1. DISCIPLINE: (THE FIRST LETTER ON THE SHEET SUCH AS THE "A" IN A–1.1.1). INDICATES WHICH DISCIPLINE CREATED THAT DRAWING.
   2. CATEGORIES: (THE FIRST NUMBER ON EACH SHEET, SUCH AS THE "–1." IN A–1.1.1), INDICATES STRUCTURE CATEGORY OF WHAT TYPE OF DRAWING. (PLAN, SECTION, ETC...) IS ON THE SHEET.
   3. SHEET NUMBERS: (THE SECOND NUMBER ON EACH SHEET SUCH AS THE ".1." IN A–1.1.1), INDICATES THE NUMBER OF A PARTICULAR SHEET WITHIN A SUB–CATEGORY.
   4. SHEET NUMBERS: (THE THIRD NUMBER ON EACH SHEET SUCH AS THE ".1" IN A–1.1.1), INDICATES THE SHEET NUMBER WITHIN A SUB–CATEGORY.
   5. DETAIL LETTER IDENTIFICATION: (THE LETTER OR/NUMBER AT THE END OF EACH SHEET NUMBER SUCH AS THE "a" IN A–1.1.1a INDICATES THE LETTER OF A PARTICULAR DRAWING OR DETAIL ON A SHEET.

B. DISCIPLINES, IF USED, ARE ORGANIZED IN THE FOLLOWING MANNER:
   1. GENERAL
   2. CIVIL
   3. STRUCTURAL
   4. ARCHITECTURAL
   5. INTERIORS
   6. HVAC
   7. PLUMBING
   8. FIRE PROTECTION
   9. ELECTRICAL
   10. FIRE ALARM

SYMBOLS



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STATE OF ALABAMA
GEORGE R. GANT
NO. 5881
REGISTERED ARCHITECT

PRICHARD RENOVATION
1016
BELVEDERE CIRCLE EAST
MOBILE ALABAMA

REVISIONS

NO.	DATE	REMARKS

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SHEET TITLE
GENERAL NOTES

JOB NO. 2022–008

DATE: 10–06–22

DRAWN BY: T. WALLACE

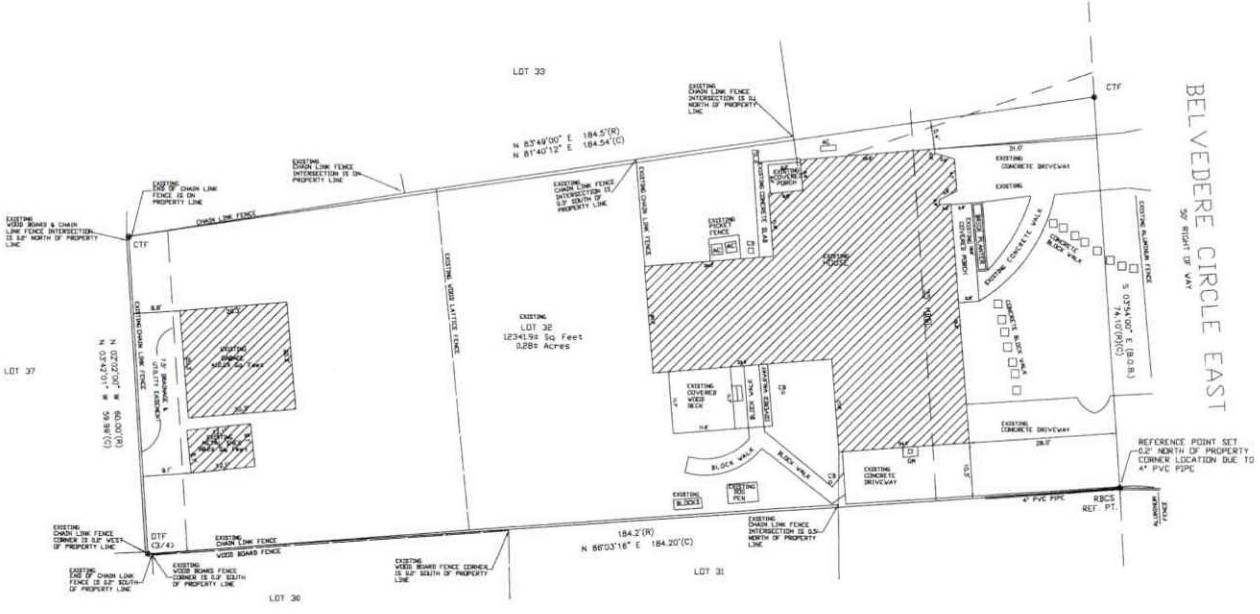
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CITY OF MOBILE
REVIEWED FOR CODE COMPLIANCE
11/2/2022
BUILDING DEPARTMENT
ALABAMA

G002

GENERAL SITE NOTES:

1. THIS SITE PLAN IS FOR REFERENCE ONLY AND DOES NOT SUBSTITUTE FOR ONE PREPARED BY A LICENSED CIVIL OR SURVEYOR.
2. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS BEFORE BEGINNING ANY SITE MODIFICATIONS.
3. CONTRACTOR TO FIELD VERIFY BUILDING SITE LAYOUT IS IN COMPLIANCE TO ALL NEIGHBORHOOD AND CITY CODES PRIOR TO COMMENCING WORK.
4. CONTRACTOR TO VERIFY SITE POSITIONING OF BUILDING WILL NOT INTERFERE WITH ANY OTHER PORTIONS OF THE CONSTRUCTION DOCUMENTS SUCH AS DRIVEWAYS AND BUILDING EDGE CONDITIONS.
5. THE CONTRACTOR SHOULD PERFORM A SITE INSPECTION TO DETERMINE THE OVERALL TOPOGRAPHY OF THE SITE AND ITS EFFECT ON THE BUILDING FOUNDATION PRIOR TO PROVIDING A BID TO THE OWNER (FAILURE TO DO SO WILL CAUSE THE CONTRACTOR TO BARE ADDITIONAL EXPENSES THAT COULD HAVE BEEN DETERMINED FROM A PRELIMINARY SITE INSPECTION).
6. PUBLIC WATER AND SEWER.
7. CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS, CODE REQUIREMENTS, SUBDIVISION CONVENANTS, SETBACKS, ECT. PRIOR TO COMMENCEMENT OF CONSTRUCTION.



EXISTING SITE PLAN
3/32"=1'-0"

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STATE OF ALABAMA
CARTER R. GANT
NO. 5881
REGISTERED ARCHITECT

PRICHARD RENOVATION
1016
BELVEDERE CIRCLE EAST
MOBILE ALABAMA

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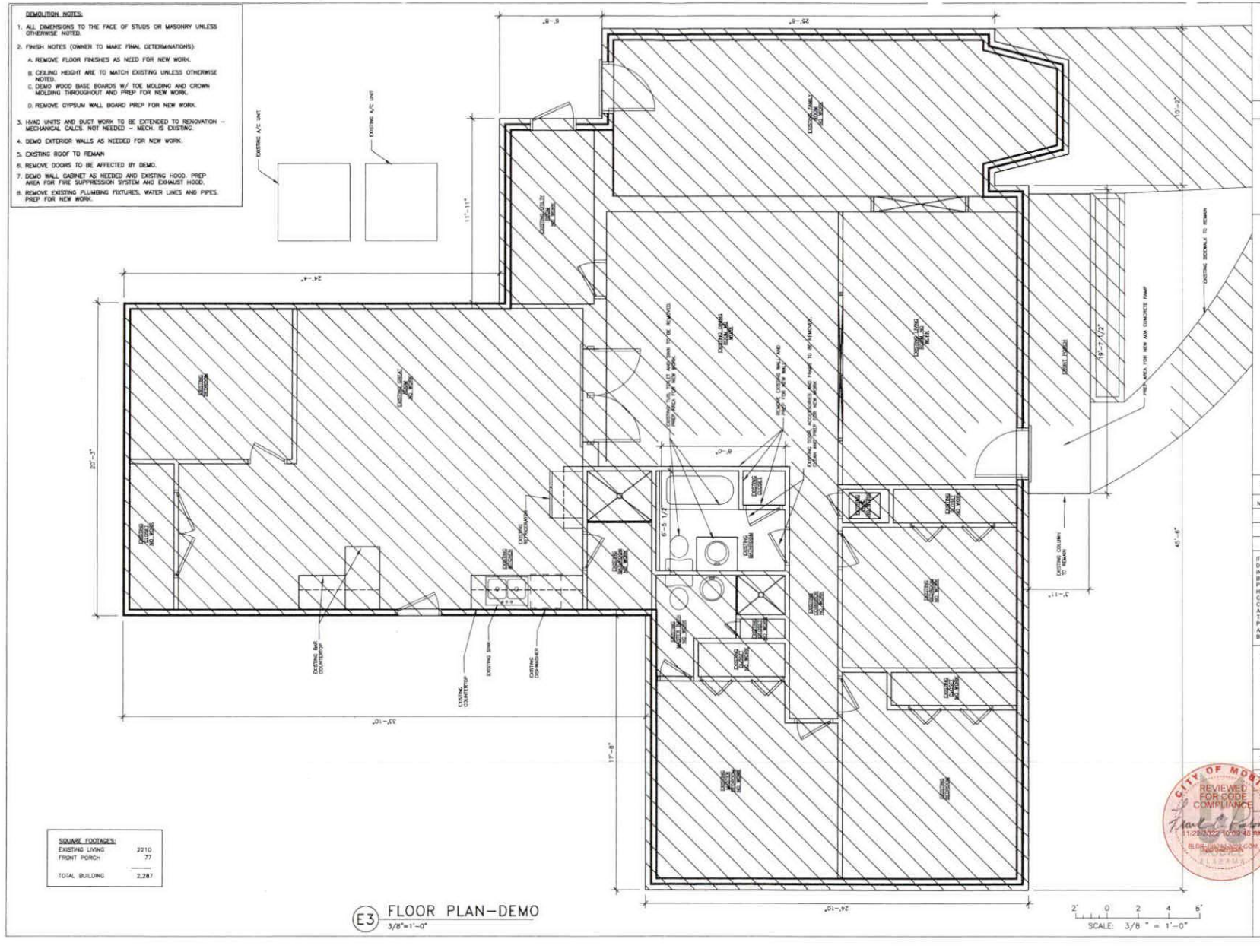
SHEET TITLE
EXISTING SITE PLAN

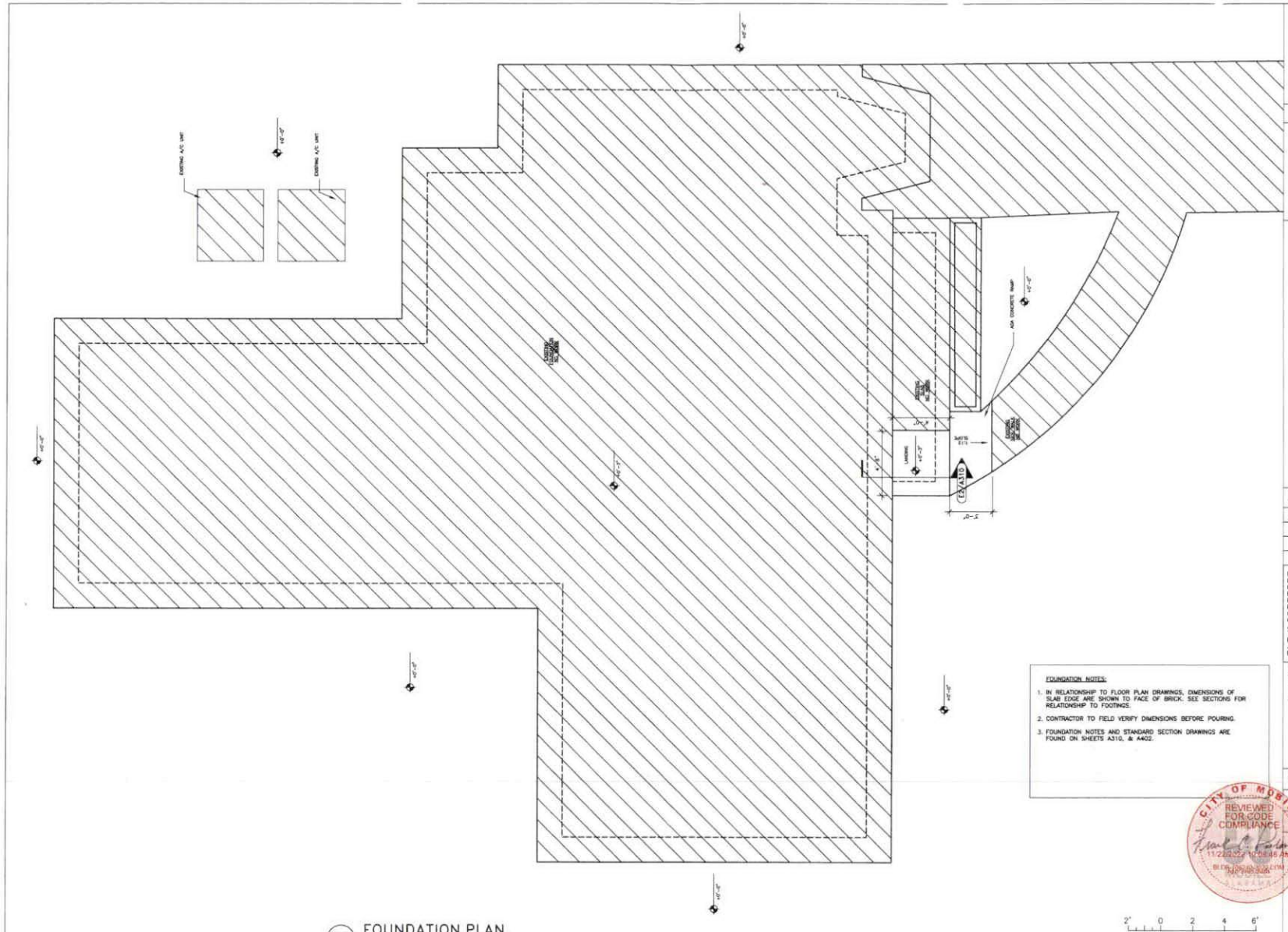
JOB NO. 2022-008
DATE: 10-06-22
DRAWN BY: T. WALLACE
CHECKED BY:
SHEET
AS100

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REVIEWED FOR CODE COMPLIANCE

DEMOLITION NOTES:

1. ALL DIMENSIONS TO THE FACE OF STUDS OR MASONRY UNLESS OTHERWISE NOTED.
2. FINISH NOTES (OWNER TO MAKE FINAL DETERMINATIONS):
   - A. REMOVE FLOOR FINISHES AS NEED FOR NEW WORK.
   - B. CEILING HEIGHT ARE TO MATCH EXISTING UNLESS OTHERWISE NOTED.
   - C. DEMO WOOD BASE BOARDS W/ TOE MOLDING AND CROWN MOLDING THROUGHOUT AND PREP FOR NEW WORK.
   - D. REMOVE GYPSUM WALL BOARD PREP FOR NEW WORK.
3. HVAC UNITS AND DUCT WORK TO BE EXTENDED TO RENOVATION – MECHANICAL CALCS. NOT NEEDED – MECH. IS EXISTING.
4. DEMO EXTERIOR WALLS AS NEEDED FOR NEW WORK.
5. EXISTING ROOF TO REMAIN
6. REMOVE DOORS TO BE AFFECTED BY DEMO.
7. DEMO WALL CABINET AS NEEDED AND EXISTING HOOD. PREP AREA FOR FIRE SUPPRESSION SYSTEM AND EXHAUST HOOD.
8. REMOVE EXISTING PLUMBING FIXTURES, WATER LINES AND PIPES. PREP FOR NEW WORK.


EXISTING A/C UNIT
EXISTING A/C UNIT
EXISTING BAR COUNTERTOP
EXISTING COUNTERTOP
EXISTING SINK
EXISTING DISHWASHER
EXISTING REFRIGERATOR
EXISTING COLUMN TO REMAIN
EXISTING SIDEWALK TO REMAIN
NEW AREA FOR NEW ADA CONCRETE RAMP
EXISTING WALL TO BE REMOVED
EXISTING WALL AND DOOR TO BE REMOVED
EXISTING DOOR, ACCESSORIES AND FRAME TO BE REMOVED
EXISTING WALL AND DOOR TO BE REMOVED AND PREP FOR NEW WORK
EXISTING DOOR, ACCESSORIES AND FRAME TO BE REMOVED AND PREP FOR NEW WORK
EXISTING LIVING TO REMAIN
EXISTING KITCHEN TO REMAIN
EXISTING BEDROOM TO REMAIN
EXISTING CLOSET TO REMAIN
EXISTING BATHROOM TO REMAIN
EXISTING LAUNDRY TO REMAIN
EXISTING CLOSET TO REMAIN
EXISTING FRONT PORCH TO REMAIN
EXISTING LIVING TO REMAIN
EXISTING CLOSET TO REMAIN
EXISTING BEDROOM



E3 FOUNDATION PLAN
3/8"=1'-0"

GANT
GROUP & ASSOCIATES LLC
architecture · planning · interiors
656 DAUPHIN ST.
MOBILE, ALABAMA 36606
TELEPHONE: 251/377-8457

STATE OF ALABAMA
CARLOS R. GANT
NO. 5881
REGISTERED ARCHITECT

PRICHARD RENOVATION
1016
BELVEDERE CIRCLE EAST
MOBILE ALABAMA

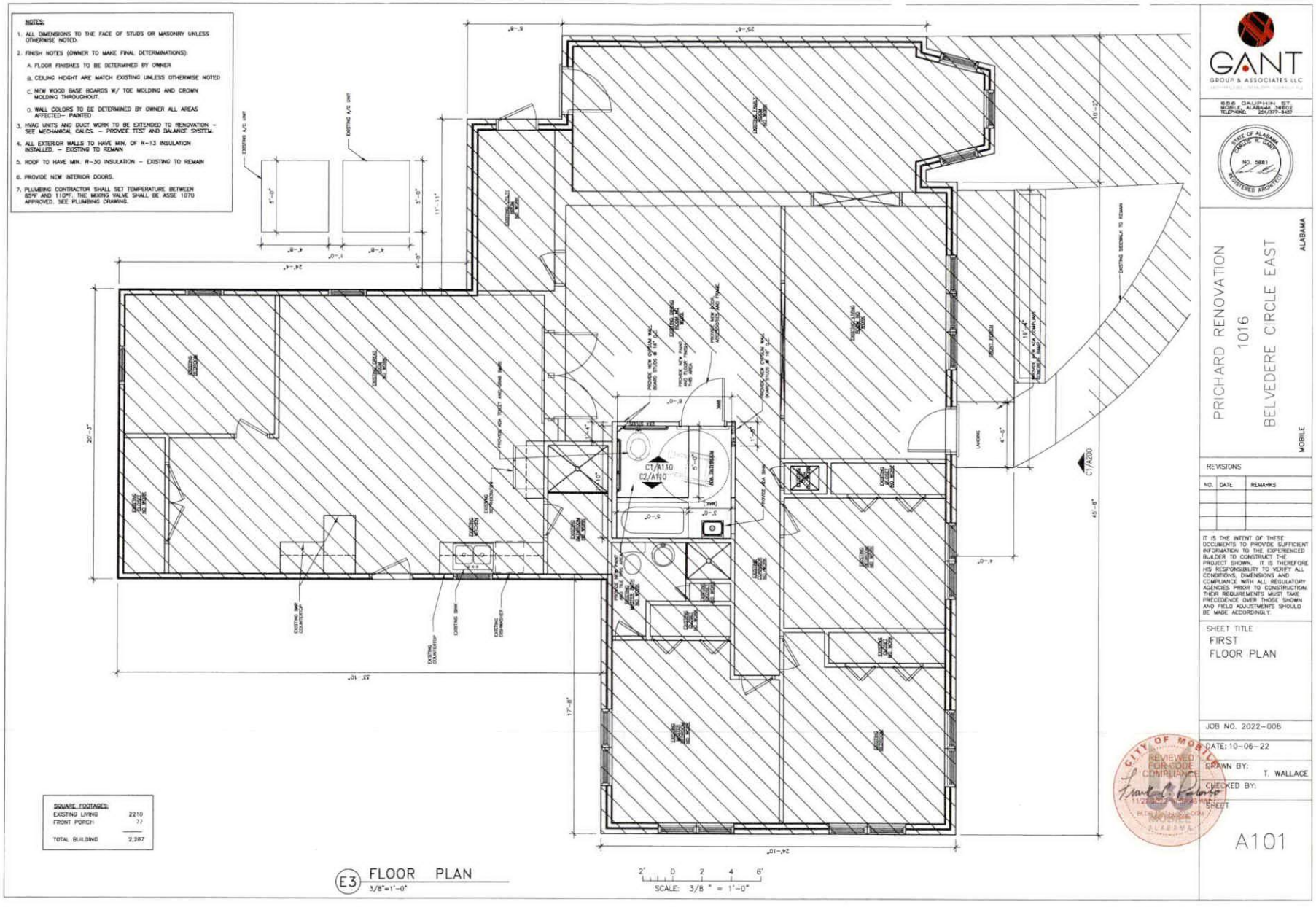
REVISIONS

NO.	DATE	REMARKS

IT IS THE INTENT OF THESE DOCUMENTS TO PROVIDE SUFFICIENT INFORMATION TO THE EXPERIENCED BUILDER TO CONSTRUCT THE PROJECT SHOWN. IT IS THEREFORE HIS RESPONSIBILITY TO VERIFY ALL CONDITIONS, DIMENSIONS AND COMPLIANCE WITH ALL REGULATORY AGENCIES PRIOR TO CONSTRUCTION. THEIR REQUIREMENTS MUST TAKE PRECEDENCE OVER THOSE SHOWN AND FIELD ADJUSTMENTS SHOULD BE MADE ACCORDINGLY.

SHEET TITLE
FOUNDATION PLAN

JOB NO. 2022-008
DATE: 10-06-22
DRAWN BY: T. WALLACE
CHECKED BY:
SHEET
A100



E3 FLOOR PLAN
3/8"=1'-0"

SCALE: 3/8 " = 1'-0"

GANT
GROUP & ASSOCIATES LLC
4516 DAUPHIN ST.
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STATE OF ALABAMA
CARLOS R. GANT
NO. 5881
REGISTERED ARCHITECT

PRICHARD RENOVATION
1016
BELVEDERE CIRCLE EAST
MOBILE ALABAMA

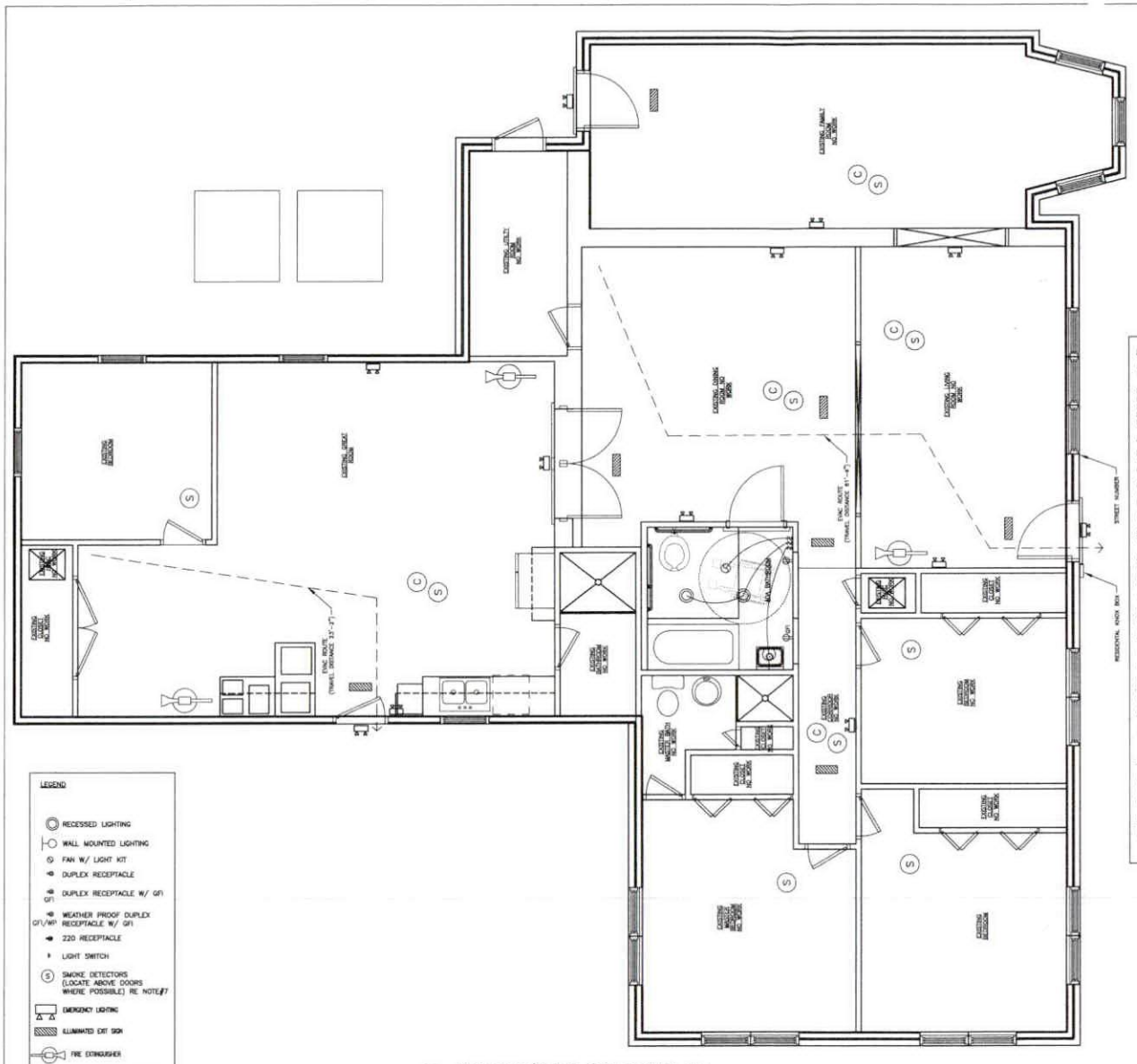
REVISIONS

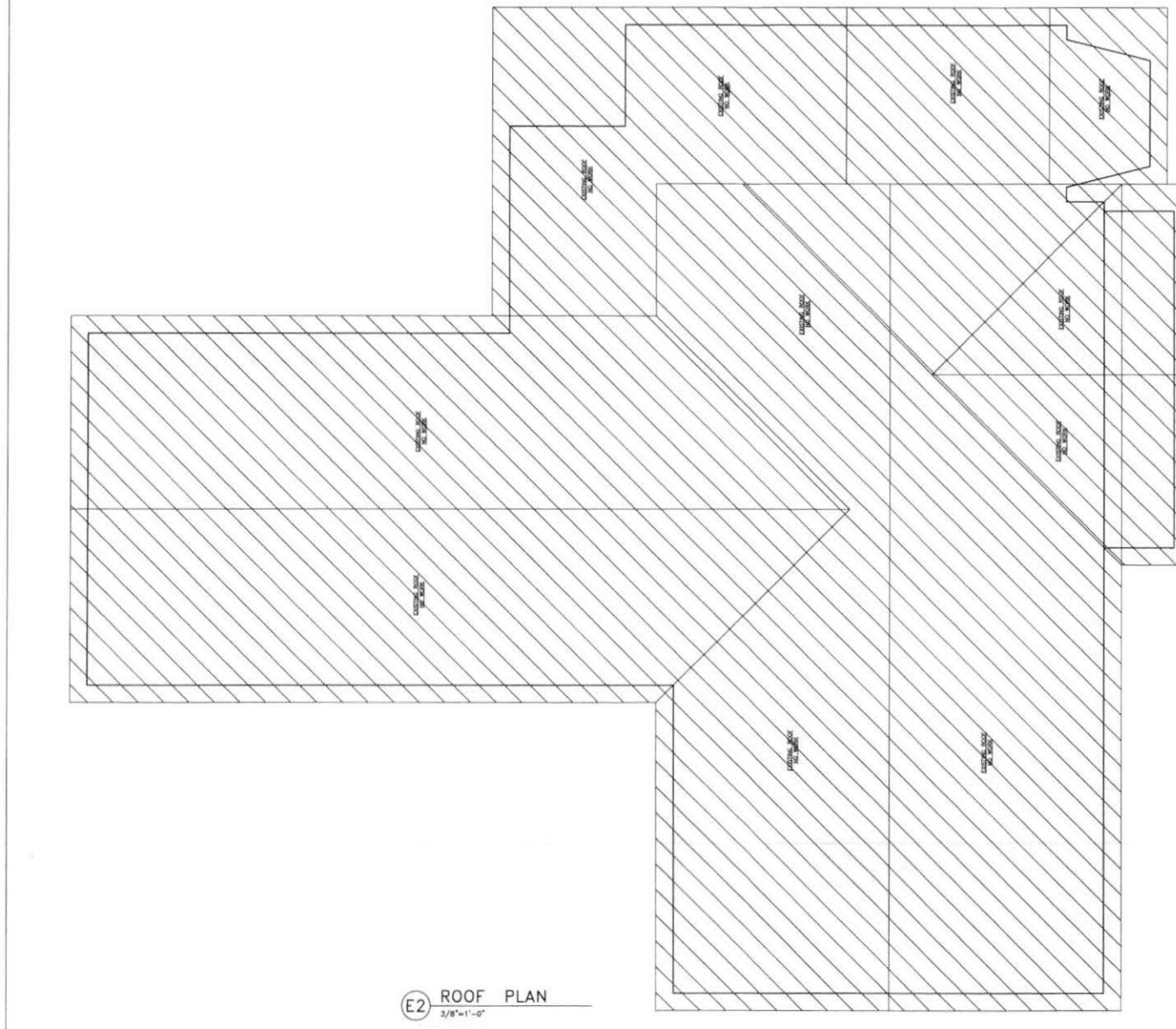
NO.	DATE	REMARKS

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SHEET TITLE
FIRST
FLOOR PLAN

JOB NO. 2022-008
DATE: 10-06-22
DRAWN BY: T. WALLACE
CHECKED BY:
SHEET
A101


EXISTING FAMILY ROOM NO. 1008
EXISTING UTILITY ROOM NO. 1006
EXISTING BEDROOM
EXISTING GREAT ROOM
EXISTING DINING ROOM NO. 1004
EXISTING LIVING ROOM NO. 1002
EXISTING KITCHEN NO. 1001
EXISTING BEDROOM NO. 1003
EXISTING BEDROOM NO. 1005
EXISTING BATH NO. 1007
EXISTING CLOSET NO. 1009
EXISTING CLOSET NO. 1010
EXISTING BEDROOM NO. 1011
EXISTING BEDROOM NO. 1012
EXISTING BEDROOM NO. 1013
EXISTING BEDROOM NO. 1014
EXISTING BEDROOM NO. 1015
EXISTING BEDROOM NO. 1016
EXISTING BEDROOM NO. 1017
EXISTING BEDROOM NO. 1018
EXISTING BEDROOM NO. 1019
EXISTING BEDROOM NO.



E2 ROOF PLAN
3/8"=1'-0"

2' 0 2 4 6'
SCALE: 3/8 " = 1'-0"

GANT
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STATE OF ALABAMA
CARTER R. GANT
NO. 3681
REGISTERED ARCHITECT

PRICHARD RENOVATION
1016
BELVEDERE CIRCLE EAST
MOBILE ALABAMA

REVISIONS

NO.	DATE	REMARKS

IT IS THE INTENT OF THESE DOCUMENTS TO PROVIDE SUFFICIENT INFORMATION TO THE EXPERIENCED BUILDER TO CONSTRUCT THE PROJECT SHOWN. IT IS THEREFORE HIS RESPONSIBILITY TO VERIFY ALL CONDITIONS, DIMENSIONS AND COMPLIANCE WITH ALL REGULATORY AGENCIES PRIOR TO CONSTRUCTION. THEIR REQUIREMENTS MUST TAKE PRECEDENCE OVER THOSE SHOWN AND FIELD ADJUSTMENTS SHOULD BE MADE ACCORDINGLY.

SHEET TITLE
ROOF PLAN

JOB NO. 2022-008
DATE: 10-06-22
DRAWN BY: T. WALLACE
CHECKED BY:
SHEET
A104

CITY OF MOBILE
REVIEWED FOR CODE COMPLIANCE

NOTES:

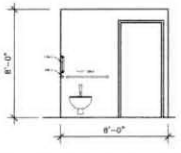
1. DRAWINGS ARE FOR GENERAL INFORMATION. THE ACTUAL CABINETS, APPLIANCES, AND FIXTURES ETC., ARE TO BE SELECTED/ COORDINATED BY THE OWNER.
2. BATHROOM ELEVATIONS SHOW THE GENERAL RELATIONSHIPS OF THE FIXTURES AND CABINETRY.
3. ALL DIMENSIONS ARE TO BE FIELD VERIFIED.
4. ALL FIXTURES AND GRAB BARS SHALL MEET HANDICAP ACCESSIBILITY CODE AND BE SET IN HEIGHT AS DIRECTED BY OWNER.

TOILET ACCESSORY LEGEND:

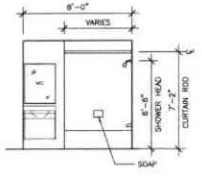
(EHD)	ELECTRIC HAND DRYER	(SCR)	SHOWER CURTAIN ROD
(GR-1)	GRAB BAR - 42"	(SD)	SOAP DISPENSER (N.I.C.)
(GR-2)	GRAB BAR - 36"	(SH)	SOAP HOLDER. PROVIDE TWO PER SHOWER
(GR-3)	GRAB BAR - 18"	(TB)	TOWEL BAR
(GR-4)	ADA SHOWER GRAB BAR	(TPH)	TOWEL PIN HOOK
(DL)	DOUBLE TIER LOCKERS	(CP)	COAT PIN
(TTDJ)	TOILET TISSUE DISPENSER	(TP)	TOILET PARTITION
(MG)	MIRROR, GLASS	(UR)	UTILITY RACK
(MT)	MIRROR, TILT GLASS (2 POSITION)	(URS)	URINAL SCREEN
(PTWR)	COMB, PAPER TOWEL DISPENSER/ WASTE RECEPTACLE	(B)	BENCH
(SND)	SANITARY NAPKIN DISPENSER	(LC)	LOCKERS
(SC)	SHOWER CURTAIN	(SCD)	TOILET SEAT COVER DISPENSER
(SS)	SHOWER SEAT		
(SRS)	TILED SURFACE SURROUND SHOWER		
(ADAS)	ADA COMPLIANT SHOWER WITH SEAT AND GRAB BARS		

GENERAL NOTES:

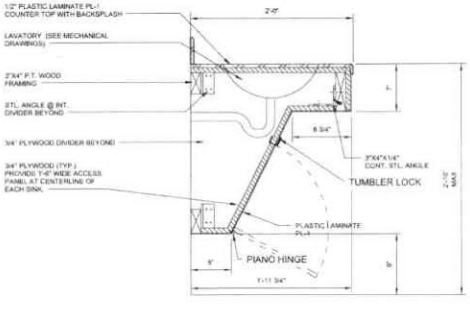
1. APPLY A CONTINUOUS BEAD OF SEALANT AROUND ALL FIXTURES WHERE FIXTURE INTERFACES WITH THE FLOOR OR WALL.
2. CONTRACTOR SHALL PROVIDE BLOCKING FOR MOUNTING / INSTALLING OF ACCESSORIES. MATCH FRAMING MEMBER SIZE.
3. ENSURE SUPPORT MEETS FIXTURE MANUFACTURER REQUIREMENTS.
4. CONTACTOR SHALL INSTALL ADEQUATE BLOCKING TO SUPPORT ALL FIXTURES. AND REFER FOR EQUIPMENT MOUNTING HEIGHTS AND DIMENSIONS



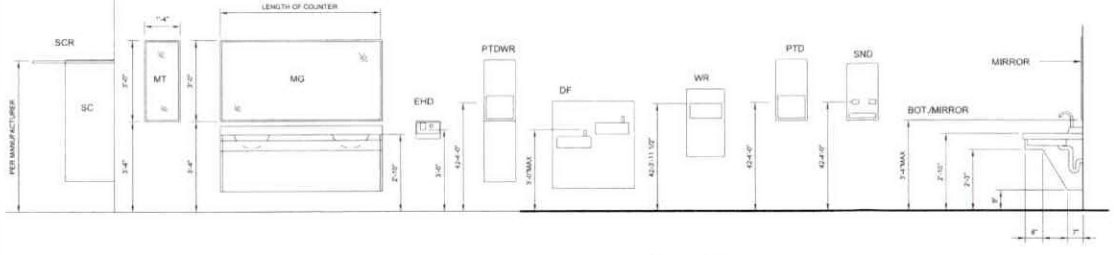
C1 ADA BATHROOM
1/4"= 1'-0"

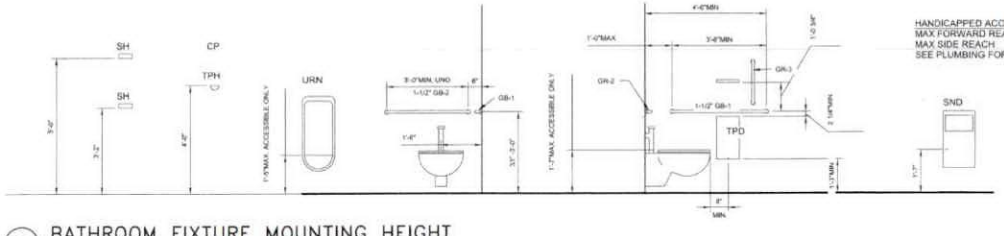


C2 ADA BATHROOM
1/4"= 1'-0"



B3 SINK SECTION
1/4"= 1'-0"





HANDICAPPED ACCESSIBLE HEIGHT NOTES:
MAX FORWARD REACH = 48"
MAX SIDE REACH = 54"
SEE PLUMBING FOR FIXTURE TYPE

E1 BATHROOM FIXTURE MOUNTING HEIGHT
1/2"= 1'-0"

4' 0 4' 8'
SCALE: 1/4 " = 1'-0"

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STATE OF ALABAMA CRAIG R. GANT NO. 5581 REGISTERED ARCHITECT

PRICHARD RENOVATION
1016 BELVEDERE CIRCLE EAST
MOBILE ALABAMA

REVISIONS

NO.	DATE	REMARKS

IT IS THE INTENT OF THESE DOCUMENTS TO PROVIDE SUFFICIENT INFORMATION TO THE EXPERIENCED BUILDER TO CONSTRUCT THE PROJECT SHOWN. IT IS THEREFORE HIS RESPONSIBILITY TO VERIFY ALL CONDITIONS, DIMENSIONS AND COMPLIANCE WITH ALL REGULATORY AGENCIES PRIOR TO CONSTRUCTION. THEIR REQUIREMENTS MUST TAKE PRECEDENCE OVER THOSE SHOWN AND FIELD ADJUSTMENTS SHOULD BE MADE ACCORDINGLY.

SHEET TITLE
INTERIOR ELEVATIONS

JOB NO. 2022-008
DATE: 10-06-22
DRAWN BY: T. WALLACE
CHECKED BY:

CITY OF MOBILE REVIEWED FOR CODE COMPLIANCE 11/22/2022 10:29:49 AM SHEET

A110



C1 ELEVATION
3/8"= 1'-0"

GANT
GROUP & ASSOCIATES LLC

656 DAUPHIN ST.
MOBILE, ALABAMA 36602
TELEPHONE 251/377-8457

STATE OF ALABAMA
CARTER R. GANT
NO. 5881
REGISTERED ARCHITECT

PRICHARD RENOVATION
1016
BELVEDERE CIRCLE EAST
MOBILE ALABAMA

REVISIONS

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SHEET TITLE
ELEVATIONS

JOB NO. 2022-008
DATE: 10-06-22
DRAWN BY: T. WALLACE
CHECKED BY:

CITY OF MOBILE
REVIEWED FOR CODE COMPLIANCE
11/22/2022 10:08:43 AM

A200

GANT
GROUP & ASSOCIATES LLC
858 DAUPHIN ST.
MOBILE, ALABAMA 36602
TELEPHONE: 251/377-8457

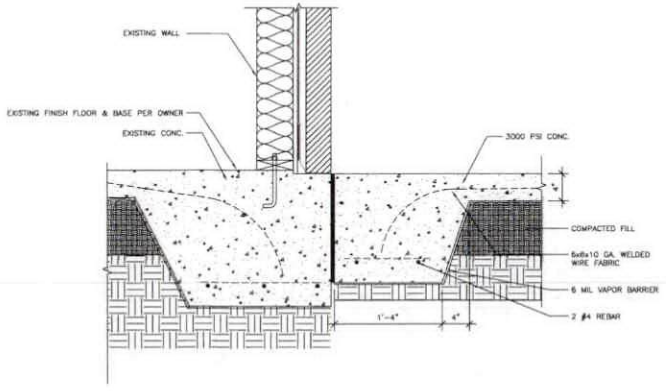
STATE OF ALABAMA
CARTER H. GANT
NO. 5881
REGISTERED ARCHITECT

PRICHARD RENOVATION
1016
BELVEDERE CIRCLE EAST
MOBILE ALABAMA

REVISIONS

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E2 DETAIL @ EXT. WALL (TYP.)
1-1/2"=1'-0"

CITY OF MOBILE
REVIEWED FOR CODE COMPLIANCE
11/22/2022 10:23:33 AM
ALABAMA

SHEET TITLE
SECTION DETAILS

JOB NO. 2022-008
DATE: 10-06-22
DRAWN BY: T. WALLACE
CHECKED BY:
SHEET
A310

IRC HVAC LOADS:

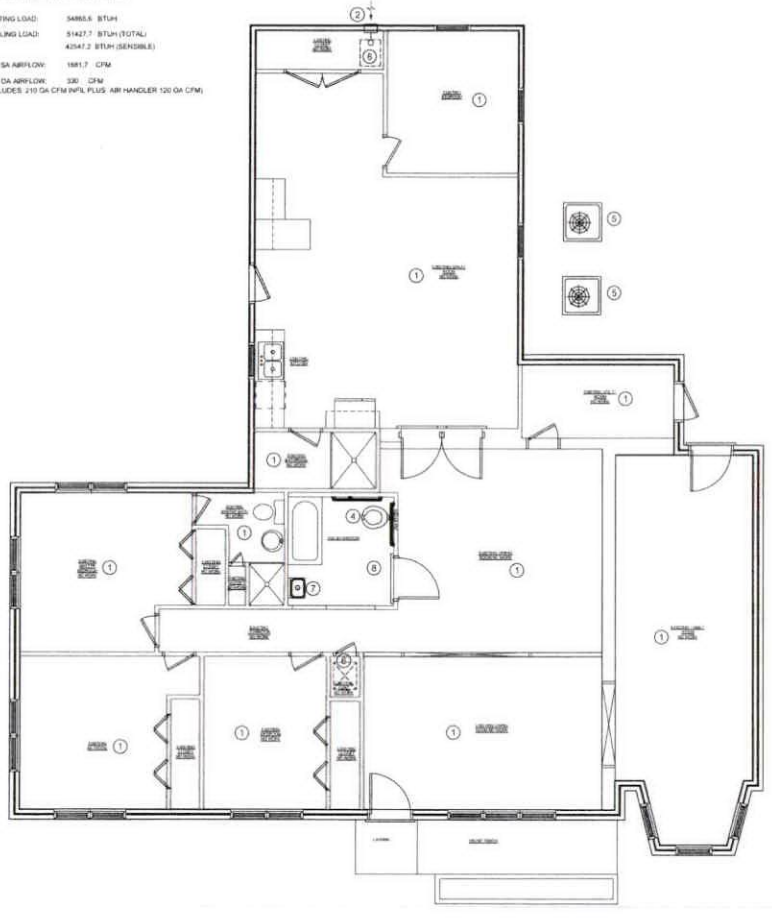
(PER ASHRAE RESIDENTIAL CALCULATIONS)

HEATING LOAD: 54865.6 BTUH

COOLING LOAD: 51427.7 BTUH (TOTAL)
42547.2 BTUH (SENSIBLE)

MIN. SA AIRFLOW: 1681.7 CFM

MIN. OA AIRFLOW: 330 CFM
(INCLUDES .210 OA CFM INFIL PLUS AIR HANDLER 120 OA CFM)



MECHANICAL PLAN
1/4"=1'-0"

SCALE: 1/4" = 1'-0"
4' 0 4' 8'

GENERAL AND HVAC NOTES:

1. THESE DRAWINGS ARE SCHEMATIC IN NATURE AND NOT INTENDED TO SHOW ALL POSSIBLE CONDITIONS. PROVIDE A COMPLETE SYSTEM WITH ALL NECESSARY EQUIPMENT INCLUDING ALL APPURTENANCES AND CONTROLS COMPLETELY COORDINATED WITH ALL DISCIPLINES. ANY ITEMS AND LABOR REQUIRED FOR A COMPLETE SYSTEM IN ACCORDANCE WITH ALL APPLICABLE CODES, STANDARDS, LOCAL AUTHORITIES AND THESE CONTRACT DOCUMENTS SHALL BE FURNISHED. OTHER CODES TO BE ENFORCED INCLUDE 2018 IMC, 2015 IECC AND CHAPTER 11 ENERGY CODES OF 2018 IRC.

2. THE MECHANICAL CONTRACTOR SHALL COORDINATE HIS WORK THROUGH THE GENERAL CONTRACTOR FOR SPECIFIC PLACEMENT FOR ELECTRICAL CONNECTIONS OF MECHANICAL EQUIPMENT.

3. MECHANICAL LAYOUTS ARE SCHEMATIC. PROVIDE ANY ADDITIONAL DROPS, RISERS, STANDARD SMACNA DUCT FITTINGS, OR OFFSETS REQUIRED FOR A COMPLETE INSTALLATION. COORDINATE EXACT ROUTING OF WORK WITH EXISTING BUILDING OBSTRUCTIONS AND ELECTRICAL COORDINATE EXACT LOCATIONS OF CEILING MOUNTED WORK WITH LIGHTS, CEILING GRID, AND OTHER OBSTRUCTIONS.

4. UNLESS OTHERWISE INDICATED, ALL DUCTWORK SHALL BE CONSTRUCTED FOR 2" SMACNA STATIC PRESSURE CLASS.

5. ANY DAMAGES TO BUILDING COMPONENTS ASSOCIATED WITH THIS WORK SHALL BE REPAIRED OR AND REPLACED AS REQUIRED AT THE CONTRACTORS EXPENSE. THIS SHALL INCLUDE BUT NOT LIMITED TO PAINTING, BOLDING, SEALING, WELDING, CLEANING, PATCHING, AND WEATHERIZING.

6. ALL HVAC DUCTWORK IN ATTIC SHALL BE INSULATED WITH A MINIMUM OF R-8 INSULATION. ALL OTHER HVAC DUCTWORK SHALL BE A MINIMUM OF R-6 INSULATION.

7. ALL MECHANICAL EQUIPMENT AND APPURTENANCES SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER INSTRUCTIONS.

8. CONTRACTOR SHALL EXECUTE ALL WORK SO THAT IT PRECEDES WITH THE FOLLOWING:

A. A MINIMUM OF INTERFERENCE WITH OTHER TRADES AND NORMAL FUNCTIONING OF EXISTING FACILITIES AND SERVICES.

B. VERIFY EXACT ROUGH-IN AND FINAL EQUIPMENT REQUIREMENT'S IN FIELD.

C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FINAL CONNECTIONS TO PLUMBING FIXTURES AND KITCHEN EQUIPMENT.

D. THE CONTRACTOR SHALL VERIFY THAT ALL PIPING AS SHOWN ON THESE DRAWINGS WILL NOT CONFLICT WITH ANY DRAINS, SCUTTLES, JOINTS, VENTS, EQUIPMENT, ETC.

E. COORDINATE ROUTING AND LOCATIONS OF WASTE AND VENT PIPING WITH ALL OTHER TRADES.

F. THE PLUMBING CONTRACTOR SHALL COORDINATE WITH THE GENERAL CONTRACTOR AND OTHER TRADES ALL REQUIRED OPENINGS AND EXCAVATIONS. ALL REQUIRED OPENINGS IN FOUNDATIONS, FLOORS, WALLS, AND ROOFS SHALL BE DESIGNED INTO THE STRUCTURE INITIALLY BY THE USE OF SLEEVES, CURBS, ETC., CUTTING AND PATCHING SHALL BE HELD TO A MINIMUM.

G. PROVIDE DI-ELECTRIC UNIONS AT ALL DISSIMILAR METAL PIPE CONNECTIONS.

KEY NOTES:

1. EXISTING HVAC WORK TO REMAIN INTACT FOR REUSE.
2. ADD 12"x12" NEW WALL OAI LOUVER WITH 4" INSULATED PLENUM BEHIND. EXTEND NEW 8" GA DUCT TO EXISTING ATTIC AIR HANDLER UNIT.
3. (NOT USED)
4. INSTALL NEW RR EXHAUST FAN. (MODEL: AIRKING EVO OR EQUAL)
5. EXISTING 2.5 TON CONDENSING UNIT.
6. EXISTING HVAC UNIT IN ATTIC OK CLOSET.
7. PROVIDE THERMOSTATIC MIXING VALVES FOR ACCESSIBLE FIXTURE. MIXING VALVES SHALL BE SET TO PROVIDE TEMPERED WATER PER IPC 607. MIXING VALVES SHALL CONFORM TO ASSE 1070. (COORDINATE WITH PLUMBING)
8. NEW HVAC WORK AS REQUIRED FOR RENOVATED AREA.

LEGEND

SYMBOL	ITEM
A.F.F.	ABOVE FINISHED FLOOR
A.L.	ACOUSTICAL LINING
A.M.D.	AUTOMATIC MOTORIZED DAMPER
B.E.	BOTTOM ELEVATION
B.S.	BIRDSCREEN
C.R.	CEILING REGISTER
D.E.	DRYER EXHAUST
E.A.	EXHAUST AIR
EF	EXHAUST FAN
E.R.	EXHAUST REGISTER
F.C.	FLEXIBLE CONNECTION
F.D.	FIRE DAMPER
K.E.F.	KITCHEN HOOD EXHAUST FAN
K.S.F.	KITCHEN HOOD SUPPLY FAN
O.A.	OUTSIDE AIR
O.A.I.	OUTSIDE AIR INTAKE LOUVER
P.C.D.	PERFORATED CEILING DIFFUSER
R.A.	RETURN AIR
R.A.R.	RETURN AIR REGISTER
R.I.V.	ROOF INTAKE VENT
R.G.	RETURN AIR GRILLE
V.D.	VOLUME DAMPER
T	THERMOSTAT
	AUTOMATIC MOTORIZED DAMPER
	VOLUME DAMPER

VENTILATION CALCULATIONS

PER 2018 IMC VENTILATION.
1016 BELVEDERE CIRCLE EAST (17680 C.F.)
MINIMUM INFILTRATION ALLOWED, OTHERWISE VENTILATED BY MECHANICAL MEANS.:

5 ACH X 17680 CF X 1/60 MIN X 1/1600 FPM X 704 FPM X .5 X .65 = 167.3 CFM

CALCULATED ASHRAE RESIDENTIAL INFILTRATION RATE = 212.16 CFM
(MORE THAN 167.3 CFM, MECHANICAL VENTILATION IS NOT REQUIRED)

PER TABLE 403.3.1.1 MINIMUM VENTILATION REQUIREMENTS.

1016 BELVEDERE CIRCLE EAST (17680 C.F.) MINIMUM VENTILATION RATES
0.35 ACH X 17680 CF X 1/60 MIN = 103.1 CFM
15 CFM/P X 22 P = 330 CFM
(MET WITH 210 CFM INFILTRATION AND 120 CFM OA OF AIR HANDLER)

PER 2018 IRC WHOLE HOUSE VENTILATION REQUIREMENTS.

1016 BELVEDERE CIRCLE EAST (17680 C.F.) (2118.9 S.F. + 4 BED RM)
75 CFM X 1 (100% INTERMITTENT CONTROL) = 75 CFM

DESIGN CONDITIONS:

OUTDOOR	COOLING: 94 DEG F DB / 77 DEG F WB
	HEATING: 23 DEG F DB
INDOOR	COOLING: 75 DEG F DB, 50% RH
	HEATING: 72 DEG F DB

CITY OF MOBILE
REVIEWED FOR CODE COMPLIANCE
Frank A. Palazzo
BUILDING OFFICIAL
ALABAMA

GANT GROUP & ASSOCIATES LLC
6168 CAUSEWAY ST.
MOBILE, ALABAMA 36693
TELEPHONE: 251/377-9497

ALABAMA LICENSED 19812 PROFESSIONAL ENGINEER

PRICHARD RENOVATION
1016 BELVEDERE CIRCLE EAST
MOBILE, AL 36606
ALABAMA
MOBILE

REVISIONS

NO.	DATE	REMARKS

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SHEET TITLE
MECHANICAL FLOOR PLAN

JOB NO. GANT-PROJECT
DATE: 10/31/2022
DRAWN BY: R. PERSON
CHECKED BY:
SHEET
M101

ABW GROWTH & INCOME FUND 7 LLC
5975 S QUEBEC ST STE 275
CENTENNIAL, CO 80111

ACEVEDO MIGUEL A RODRIGUEZ
2734 BELVEDERE CT
MOBILE, AL 36606

AOT LLC ATTN: REILLY TERRELL
4570 AVRIL CT
MOBILE, AL 36608

ARMSTEAD JERJUAN & CAVONNA R ARMSTEAD
2734 BELVEDERE CIR S
MOBILE, AL 36606

BALDWIN WILLIAM J & LINDA L BALDWIN
885 CONNOLLY AVE
FOLEY, AL 36535

BARRON JANICE B
1019 BELVEDERE CIR E
MOBILE, AL 36606

BATES JAMES LEWIS C/O BRUCE JOHNATHAN & KIMBER BRUCE
1017 BELVEDERE CIR E
MOBILE, AL 36606

BIG SWELL INC, AS TRUSTEE OF THE LIVING TRUST OF HARRIS FRIEDLANDER
P O BOX 352
MOBILE, AL 36601

BROOKS LISA R
2737 BELVEDERE CT
MOBILE, AL 36604

CAT, LLC, AN ALABAMA LLC
85 N SAGE AVE
MOBILE, AL 36607

CHACHAGUA LUIS H
1109 BELVEDERE CIR W
MOBILE, AL 36606

CRAIG ANNIE C
1021 BELVEDERE CIR
MOBILE, AL 36606

DAVIS GLENNA R
1013 BELVEDERE DR
MOBILE, AL 36606

DORTCH ROCHELL
1025 BELVEDERE LOOP
MOBILE, AL 36606

GRANERA ALEXIS CARDONA & KATIE CARDONA GRANERA
2733 BELVEDERE CIR S
MOBILE, AL 36606

HUMPHREY CLINTON M & SCHOOLA M HUMPHREY
1027 BELVEDERE LOOP
MOBILE, AL 36606

JORDAN MARVIN JOSEPH C/O JORDAN MARVIN JOSEPH
2733 BELVEDERE CT
MOBILE, AL 36606

KELLY MELISSA A
1011 BELVEDERE DR
MOBILE, AL 36606

KIRKSEY NIARAH & MARK KIRKSEY
2731 BELVEDERE CIR S
MOBILE, AL 36606

LOCKETT TERRELL M AKA TERRELL LOCKETT &
2736 S BELVEDERE CIR
MOBILE, AL 36606

LOPEZ DAISY & JOSE M RODRIGUEZ VILLAREAL
2721 BELVEDERE LOOP
MOBILE, AL 36606

M & B BUILDERS LLC
PO BOX 2947
MOBILE, AL 36652

MANASSA DEBRA
2728 BELVEDERE CIR S
MOBILE, AL 36606

MOORE ARTHUR L & MATTIE J
1023 BELVEDERE LOOP
MOBILE, AL 36606

MORRIS ANITA
2727 S BELVEDERE CIR
MOBILE, AL 36606

NGUYEN HON HOA & THI VAN NGUYEN, A LIFE ESTATE
1010 E BELVEDERE CIR
MOBILE, AL 36606

NOBLESCORP INC C/O DEVIN NOBLES
5532 LAKEWOOD CIR
SARALAND, AL 36571

PAYNE DAMON & CARLA PAYNE C/O PAYNE CARLA
1018 BELVEDERE CIR E
MOBILE, AL 36606

PERGRIM JULIA J
2735 BELVEDERE CIR S
MOBILE, AL 36606

PHILLIPS KENOSHA
2736 BELVEDERE CT
MOBILE, AL 36606

PRITCHARD TRACY L
1016 E BELVEDERE CIR
MOBILE, AL 36606

PUGH JERRY A
2850 HALLS MILL RD
MOBILE, AL 36606

RODRIGUEZ KATHERINE
2734 BELVEDERE CT
MOBILE, AL 36606

SCOTT DANITA
1025 BELVEDERE CIR E
MOBILE, AL 36608

SCOTT HENRY L SR
1014 BELVEDERE CIR E
MOBILE, AL 36606

SMP PROPERTIES, LLC C/O DEVIN SELLERS
5570 NEVIUS RD
MOBILE, AL 36619

STALLWORTH ELAINE
2732 BELVEDERE CIR SOUTH
MOBILE, AL 36605

TWILLEY R MICHAEL
4017 HENNING DR S
MOBILE, AL 36619

VINSON TIMOTHY L & VERONICA F MOORE-VINSON
1015 E BELVEDERE CIR
MOBILE, AL 36606

WILSON ERICA MICHELE
1905 NAVCO RD
MOBILE, AL 36605

WIMCORP LLC
PO BOX 456
SARDIS, MS 38666

WOODS LARIE B
1009 BELVEDERE DR
MOBILE, AL 36606

YANCEY TERNELL Y & JULUIS YANCEY III
2737 BELVEDERE CIR S
MOBILE, AL 36606

Planning Commission
December 7, 2023

Agenda Item # 3

ZON-CUP-002703-2023

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

Applicant Materials for Consideration

DETAILS

Location:
1016 Belvedere Circle East

Property Owner:
Tracy L. Pritchard

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

Future Land Use:
Low Density Residential

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:

- Conditional Use Permit approval to allow a home-based child day care for 7-12 children in an R-1, Single-Family Residential Suburban District.

Commission Considerations:

1. To allow a home-based daycare with three (3) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 5
Exhibits 8

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by single family residential units.

APPLICATION NUMBER 3 DATE December 7, 2023

APPLICANT Tracy L. Pritchard

REQUEST Conditional Use Permit

N

NTS

SITE HISTORY

The site was included in a 47-lot subdivision for Belvedere Park Unit 2, which was approved by the Planning Commission at its August 8, 1957 meeting.

There have been no other Planning Commission or Board of Zoning Adjustment applications associated with the site.

STAFF COMMENTS

Engineering Comments:

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

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.

Urban Forestry Comments:

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

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

The adopted fire code of the City of Mobile, International Fire Code 2021 Edition, defines a commercial daycare as an I-4 occupancy -definition- buildings and structures occupied by more than five persons of any age who receive custodial care for less than 24 hours by persons other than parents or guardians; relatives by blood, marriage, or adoption; and in a place other than the home of the person cared for.

The adopted Fire Code states that all Group I occupancies require a sprinkler system to be installed.

There is an exception to this rule, which states that a sprinkler system is not required if the day care is at the level of exit discharge and where every room where care is provided has not fewer than one exterior exit door. This exception changes the occupancy classification to that of an E-day care facility.

Whether the classification is that of an I or E providing care for more than 5 children makes the facility a commercial business and will require building permits to meet all code requirements. A pre-development meeting is recommended to assist the owner in understanding what will be required to open such a facility inside a private residence.

Planning Comments:

The applicant wishes to operate a home-based daycare for seven (7) to twelve (12) children. The applicant's narrative justifying their request can be viewed using the link on Page 1 of this report.

Home-based daycares are required to provide off-street parking spaces in the amount of two (2) per dwelling unit, one (1) per each employee who does not live at the location, and one (1) space for every three (3) children. The applicant states there will be one (1) employee who does not live at the location, thus requiring a minimum of seven (7) spaces. The site plan submitted does not depict any compliant parking spaces, or maneuvering area. However, it does illustrate two existing concrete driveways which encompass approximately 999 square feet of parking area. It should be noted that the site plan does not illustrate any handicap accessible parking, as may be required by the Building Code.

The applicant has advised that the hours of operation for the daycare will be 24 hours a day, Monday through Friday. It should be noted that if the applicant wishes to increase their hours of operation in the future (to include weekends), a new Conditional Use Permit application will be required.

The submitted site plan illustrates an outdoor play area enclosed by a fence, as is required of home-based daycares; however, the site plan does not illustrate the height of the existing fencing. As such, if approved, the site plan should be revised to illustrate a compliant four-foot (4') tall fence.

It should be noted that, if approved, the proposed daycare will be required to comply with Building, Plumbing, Electrical, and Mechanical Codes, in addition to Fire and Health Department requirements, with all appropriate permits and inspections.

CONDITIONAL USE PERMIT CONSIDERATIONS

Standards of Review:

Conditional Use Permits (CUPs) are required for certain uses in the Use Table (Table 64-2-24.1). These uses may have some special impact which differs from the potential impacts of permitted uses, such as exceeding permitted uses in intensity, or have unique requirements specified for compliance in the Unified Development Code (UDC).

Article 5, Section 6-E. of the Unified Development Codes states the City Council shall not approve an Application for Conditional Use Permit unless the proposed use:

1. Is consistent with all applicable requirements of this Chapter, including:

   (a) Any applicable development standards; and
   (b) Any applicable use regulations.

2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council shall consider:

   (a) The location, type and height of buildings or structures;
   (b) The type and extent of landscaping and screening;
   (c) Lighting;
   (d) Hours of operation; and
   (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.

5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.
10. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.
11. Criteria by Use. The Planning Commission and City Council shall give careful consideration to the warrants and criteria set forth in this section in judging applications for Conditional Use Permits involving the following uses. In considering a Conditional Use Permit, the Planning Commission and City Council may attach such reasonable conditions and safeguards in addition to those set forth in this section, as they may deem necessary to implement the purposes of this Chapter.

In addition to the general standards of review above, there are criteria specific to home-based daycares with between 7-12 children, which include:

1. All parking shall comply with the Parking Requirements of Article 3, Section 12, except that the parking and driveway may be of an Approved Alternative Paving Surface, and shall comply with the size, location, and other specification requirements set forth in Section 64-3-12.
2. The following minimum amount of off-street parking must be provided:

   (a) The minimum number required for residences as set forth in Section 64-3-12 and Table 64-3-12.1 (i.e., two (2) per dwelling unit for a single-family detached dwelling); plus
   (b) One (1) space for reach employee who is not a full-time permanent resident of the home; plus
   (c) One (1) space for every three (3) children that the home daycare is licensed to serve by the Department of Human Resources.

3. The indoor floor space of the home must be adequate in size to accommodate the number of children served but in no event may be less than the number required by applicable regulations of the Department of Human Resources.
4. The outdoor play area shall be adequate in size to accommodate the number of children served but in no event may be less than the number required by applicable regulations of the Department of Human Resources.
5. The outdoor play area shall be enclosed by a fence or wall at least four (4) feet in height.
6. The home must be the primary residence of the operator of the daycare.

Considerations:

Based on the requested Conditional Use Permit application, if the Commission and City Council consider approval of the request, the following findings of fact must be present. The application:

1. Is consistent with all applicable requirements of this Chapter, including:

   (a) Any applicable development standards; and
   (b) Any applicable use regulations.

2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property; and
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood. In making this determination, the Planning Commission and City Council shall consider:

   (a) The location, type and height of buildings or structures;
   (b) The type and extent of landscaping and screening;
   (c) Lighting;
   (d) Hours of operation; and
   (e) Other conditions that might require mitigation of the adverse impacts of the proposed development.

5. Is designed to provide ingress and egress that minimizes traffic hazards and traffic congestion on the public roads;
6. Is designed to minimize the impact on storm water facilities;
7. Will be adequately served by water and sanitary sewer services;
8. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
9. Shall not be detrimental to or endanger the public health, safety or general welfare.

10. The proposed use will meet the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

If the application is considered for approval, it should be subject to the following conditions:

1) Revision of the site plan to illustrate compliant parking;
2) Depiction of an outdoor play area enclosed by a four-foot (4') tall fence or wall;
3) Placement of a note on the revised site plan stating any changes in the scope of operations (days of operation, number of outside staff, etc.) or to the site (parking layout, playground layout, etc.), will require a new Conditional Use Permit application and approval; and
4) Full compliance with Building, Plumbing, Electrical, Mechanical, Fire Department, and Health Department codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 3 DATE December 7, 2023

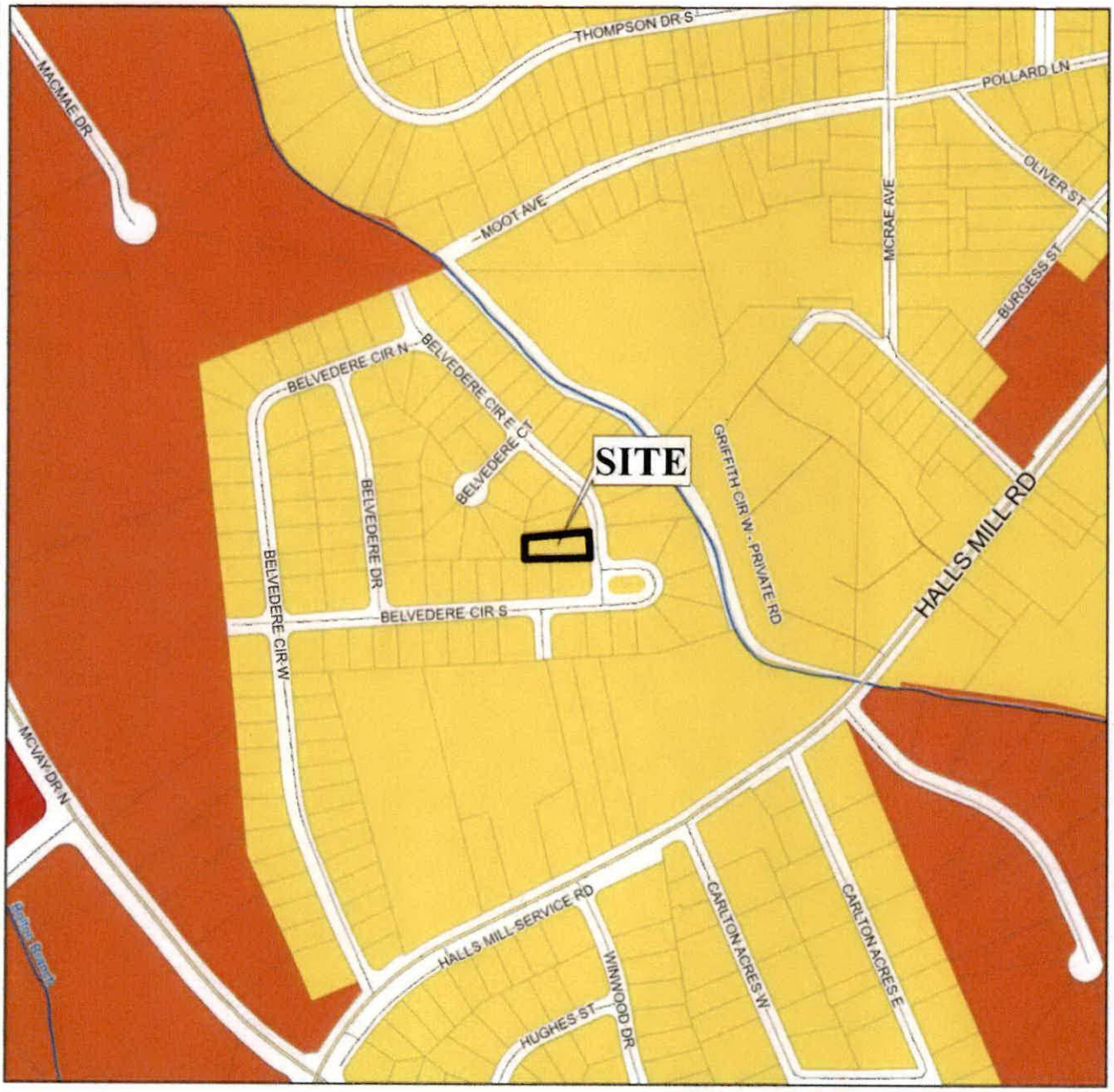
APPLICANT Tracy L. Pritchard

REQUEST Conditional Use Permit

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FLUM LOCATOR MAP



APPLICATION NUMBER 3 DATE December 7, 2023

APPLICANT Tracy L. Pritchard

REQUEST Conditional Use Permit

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

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PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by single family residential units.

APPLICATION NUMBER 3 DATE December 7, 2023

APPLICANT Tracy L. Pritchard

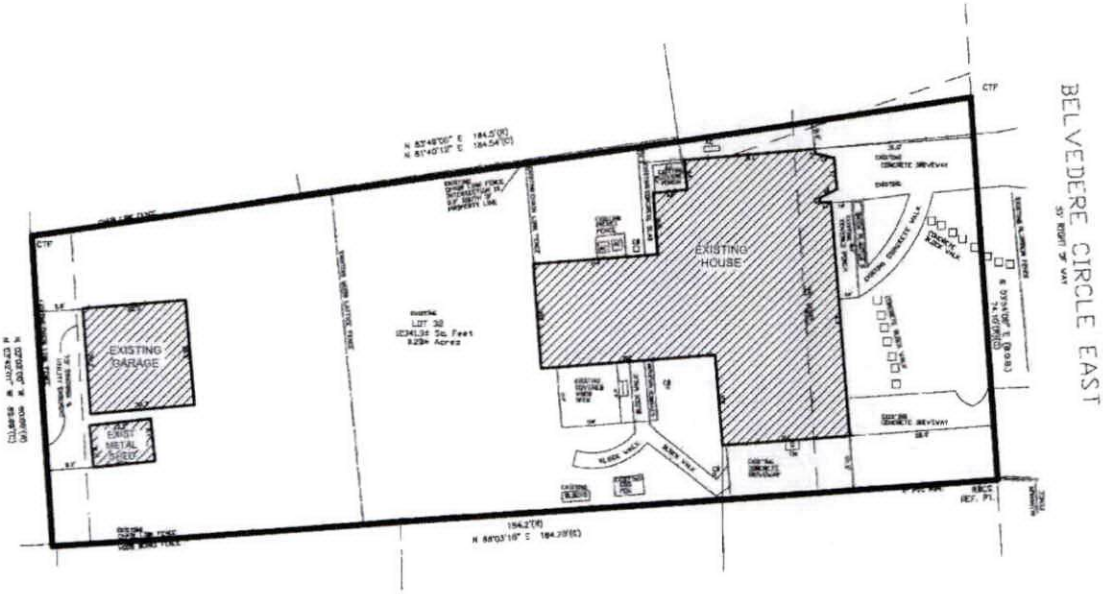
REQUEST Conditional Use Permit

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	

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SITE PLAN



The site plan illustrates the existing house, garage, shed, walks, and fencing.

APPLICATION NUMBER	3	DATE	December 7, 2023
APPLICANT	Tracy L. Pritchard		
REQUEST	Conditional Use Permit		

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

Zoning District Correspondence Matrix

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

LOW DENSITY RESIDENTIAL (LDR)

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

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

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

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	12/28/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/28/2023 - 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 Modification
of a Previously Approved Planning Approval located at
3650, 3704, 3708, and 3758 Spring Hill Avenue

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 6, 2022, a public hearing will be held on the 6th day of February, 2024 at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a previously approved Planning approval located at 3650, 3704, 3708, and 3758 Spring Hill Avenue.

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

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planning Approval was approved on May 7, 2020 to amend a previously approved Master Plan for an existing church and school in an R-1, Single-Family Residential District to allow an expansion of the site on property located 3650, 3704, 3708, & 3758 Spring Hill Avenue and described as follows:

LOT 1, RESUBDIVISION OF SAINT IGNATIUS PARISH SUBDIVISION, AS RECORDED IN MAP BOOK 125, PAGE 100 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of the Planning Approval on October 31, 2023 to amend the Master Plan of an existing church and school in an R-1, Single-Family Residential Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on December 7, 2023 and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Placement of a note on the site plan stating future development of the site may require review by the Planning Commission, and approval from City Council;
2. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances

WHEREAS, the City Council finds that the proposed modification:

A. Is consistent with all applicable requirements of this Chapter;

B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property;
D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. Shall not be detrimental or endanger the public health, safety or general welfare; and
H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the modification of the Planning Approval is hereby approved with the following required conditions:

1. Placement of a note on the site plan stating future development of the site may require review by the Planning Commission, and approval from City Council;
2. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 6th day of February, 2024 at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 10th day of January, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 3650, 3704, 3708, & 3758 Spring Hill Avenue.

The proposed amendment will modify a Planning Approval that was approved for said location on May 7, 2020. The owner of said property has applied for a Major Modification of the Planning Approval to amend the Master Plan of an existing church and school in an R-1, Single-Family Residential Suburban District. If approved, the Major Modification will amend the Master Plan of an existing church and school in an R-1, Single-Family Residential Suburban District subject to the following proposed conditions: 1. Placement of a note on the site plan stating future development of the site may require review by the Planning Commission, and approval from City Council; 2. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 3. Full compliance with all municipal codes and ordinances

This proposed amendment to the Unified Development Code will be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE

WHEREAS, a Planning Approval was approved on May 7, 2020 to amend a previously approved Master Plan for an existing church and school in an R-1, Single-Family Residential District to allow an expansion of the site on property located 3650, 3704, 3708, & 3758 Spring Hill Avenue and described as follows:

LOT 1, RESUBDIVISION OF SAINT IGNATIUS PARISH SUBDIVISION, AS RECORDED IN MAP BOOK 125, PAGE 100 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of the Planning Approval on October 31, 2023 to amend the Master Plan of an existing church and school in an R-1, Single-Family Residential Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on December 7, 2023 and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Placement of a note on the site plan stating future development of the site may require review by the Planning Commission, and approval from City Council;
2. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances

WHEREAS, the City Council finds that the proposed modification:

A. Is consistent with all applicable requirements of this Chapter;
B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property;
D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. Shall not be detrimental or endanger the public health, safety or general welfare; and

H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the modification of the Planning Approval is hereby approved with the following required conditions:

1. Placement of a note on the site plan stating future development of the site may require review by the Planning Commission, and approval from City Council;
2. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

Adopted:

_____

Lisa Lambert, City Clerk

Father Bry Shields, St. Ignatius Parish, Mobile
3650, 3704, 3708, & 3758 Spring Hill Avenue
Council District 7
Gina Gregory

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

December 27, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of December 7, 2023 considered the request of Father Bry Shields, St. Ignatius Parish, Mobile, for a Major Modification of a previously approved Planning Approval to amend the Master Plan of an existing church and school in an R-1, Single-Family Residential Suburban District for the property located at 3650, 3704, 3708, & 3758 Spring Hill Avenue.

After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Placement of a note on the site plan stating future development of the site may require review by the Planning Commission, and approval from City Council;
2. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

December 8, 2023

Father Bry Shields
St. Ignatius Parish, Mobile
3704 Spring Hill Avenue
Mobile, Alabama 36608

Re: 3650, 3704, 3708, and 3758 Spring Hill Avenue
MOD-002715-2023
Father Bry Shields, St. Ignatius Parish, Mobile
District 7
Modification of a previously approved Planning Approval to amend the Master Plan of an existing church and school in an R-1, Single-Family Residential Suburban District.

Dear Applicant(s)/ Property Owner (s):

At its meeting on December 7, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined that the following criteria prevail to support the Major Planning Approval Modification request:

A. The request is consistent with all applicable requirements of this Chapter;
B. The request is compatible with the character of the surrounding neighborhood;
C. The request is will not impede the orderly development and improvement of surrounding property;
D. The request is will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
E. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
F. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
G. The request shall not be detrimental or endanger the public health, safety or general welfare.
H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Based on the above criteria, the Planning Commission voted to recommend Approval of the Major Planning Approval Modification to the City Council, subject to the following conditions:

1. Placement of a note on the site plan stating future development of the site may require review by the Planning Commission, and approval from City Council;
2. Submittal to and approval by Planning and Zoning of the revised Modified Planning Approval site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

The advertising fee for this application based on the current legal description is $348.08. 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
Bert Hoffman
Deputy Director Planning and Zoning

7. PROJECT DESCRIPTION

The proposed Master Plan for the St. Ignatius and School includes new construction, renovations and additions to existing buildings, and the demolition of several existing buildings. The intent of the project is to meet the present and long term needs of a well-established institutional facility located in the suburban neighborhood along Spring Hill Avenue.

St. Ignatius Church is located on approximately 13.27 acres (578,088 SF) at 3650 Spring Hill Avenue. Present zoning is R-1 and Parcel ID Number is 00439779/R022801123002915. The property has served as a Church and Catholic School since 1953. Church services were held in various locations until 1978 when the first phase of the church was constructed. Additional seating was added in 1991. The following is a list of existing buildings resulting from an assessment study completed in 2016.

New Church	**RECENT CONSTRUCTION**
Murray Building (2 story, Middle School K-6 education)	**RETAIN**
Gymnasium, Stage, Cafeteria, and Classroom Building	**RETAIN**
Education Building (2 story, Pre K, 7th and 8th grades)	**RETAIN**
Pre K 3 year olds	**RETAIN**
Mother's Day Out/Toddlers/Cribs	**DEMOLISH**
Mother's Day Out/2 year old	**DEMOLISH**
Marian Center (Parish Hall)	**RETAIN**
Old Church	**RETAIN**
Church Administration/Rectory (2 story)	**RETAIN**
Chapel	**RETAIN**
Frassati Youth Center	**RETAIN**

The present Church seats approximately 750 Parishioners. The Master Plan includes a new church of approximately the same capacity, seating 744. This Church was completed in 2021 and the Church Activity Building was demolished in that phase of work. The present School includes Early Learning and Mother's Day Out classes through 8th grade with a total capacity of 600 students and 32 teachers.

Early Learning Center (ELC): 40

PreK2: 36	PreK3: 50	PreK4: 45	Kindergarten: 39
1st Grade:: 47	2nd Grade: 39	3rd Grade: 49	4th Grade: 53
5th Grade: 52	6th Grade: 48	7th Grade: 45	8th Grade: 50

Total: 593 students present attendance

The Master Plan will allow for a slight increase (30 students) in the Early Learning program for a total capacity of 630 students and 35 teachers. The present site includes parking for 270 parking spaces. The Master Plan will include 266 parking spaces as well, including 4 handicap spaces.

PROJECT SEQUENCE ONE **September 2019 thru June 2021**

1. **Sequence One A:** Demolish the present south portion of the "Strip Mall", taking care to retain utilities to the site and to the north Strip Mall. The four rooms in the north Strip Mall will remain available for Church use during most of the new church construction. Demolish a portion of the existing parking area adjacent to the Education Building and Gym and create a temporary parking and drop off plan for the school and gym. This will allow the extent of the construction site to be created for the new church building. The existing church building will remain in operation through the new church construction period.
2. **Sequence One B:** Construct the new church building on the new site. The construction time for the church is about sixteen months. Consideration must be given for the timing of the addition to the existing church building intended to accommodate the connecting corridor, sacristy, bride's room, nursery, and restrooms. Relocation of existing church mechanical units is necessary for the connector. Demolish the north Strip Mall so that a portion of the new parking and driveway plan

REVISED 11·17·23

may be constructed. Dedicate and occupy the new Church and deconsecrate the existing church building.

PROJECT SEQUENCE TWO **May 2024 thru March 2025**

3. **Sequence Two A:** The demolition of two existing buildings presently used for Mother's Day Out, both residential type construction to allow for the construction of a new single story Early Learning Center for the Church School grades K1 through K4. The existing Middle School building will remain and the existing building for Pre K 3 year olds will also remain and be used for Babies and Mother's Day Out. A new Pavilion with restrooms is also to be constructed.

BUILDING HEIGHT **57 FEET CHURCH EAVE & 88 FEET CHURCH TOWER**
ALL OTHER BUILDINGS ARE LESS THAN 35 FEET

LAND USE STATISTICS

New Church (2021)	12,510 sf	2.2%	2,010 sf balcony
New Early Learning Center	12.525 sf	1.1%	
New Covered Pavilion	1,970 sf	.3%	
Old Church	13,175 sf	1.9%	
Middle School	6,800 sf flr 1	1.2%	6,800 sf flr 2
Marion Center	2,815 sf	.5%	
Gymnasium	24,415 sf	4.2%	
Murray Building	19,055 sf flr 1	3.3%	18,212 sf flr 2
Administration Building & Chapel	4,485 sf	.6%	2,825 sf
SUB TOTAL	**97,750 sf**		**29,847 sf**
TOTAL BUILDING AREA ALL FLOORS			**127,597 sf**

Asphalt Paving	approx. 124,890 sf	21.5%
Concrete walks and pads	approx. 42,720 sf	7.4%
Landscape Area	approx. 312,728 sf	51.4%
TOTAL LAND USE	**578,088 sf**	**100%**

PARKING STATISTICS

Day Care/Preschool	**2 per classroom**	**14 x 2 =**	**28**	
	Subtotal		**28**	**spaces**
Church	**1 per 150 sf seating**	**4,400**	**30**	
	1 per 500 sf other	**10120**	**21**	
	Subtotal		**51**	**spaces**
Elementary School	**2 per classroom**	**24 x 2 =**	**48**	
	Subtotal		**48**	**spaces**
	Total required		**127**	**spaces**
Actual parking count	**North Lot**		**94**	
	Central Lot		**109**	
	West Lot		**33**	
	Total on site		**236**	**spaces**

REVISED 11.17.23

MOBILE CITY PLANNING COMMISSION
November 13, 2023
PUBLIC HEARING NOTICE

Re: 3650, 3704, & 3758 Spring Hill Avenue
MOD-002715-2023
Father Bry Shields, St. Ignatius Parish, Mobile, Alabama
District 7
Modification of a previously approved Planning Approval to amend the Master Plan of an existing church and school in an R-1, Single-Family Residential Suburban District.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, December 7, 2023, at 2:00 p.m. to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

Your presence, or that of your agent, is required at this hearing. Failure to participate in the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/. You may also submit comments by letter:

Planning & Zoning/City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, December 6, 2023, to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a Planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION
November 13, 2023
PUBLIC HEARING NOTICE

Re: 3650, 3704, & 3758 Spring Hill Avenue
MOD-002715-2023
Father Bry Shields, St. Ignatius Parish, Mobile, Alabama
District 7
Modification of a previously approved Planning Approval to amend the Master Plan of an existing church and school in an R-1, Single-Family Residential Suburban District.

Dear Property Owner(s):

This letter is to advise proper owners within 300 feet, as required by the City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, December 7, 2023, at 2:00 p.m., to consider the above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-subdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/. You may also submit comments by letter:

Planning & Zoning/City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, December 6, 2023, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes. For additional information or assistance, please contact a Planner at (251) 208-5895.

City of Mobile · Planning & Zoning

Planning Commission Application

For hard copy submissions, SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit $500
Conditional Use Permit for Above-Ground Oil Storage Tank* $1,500
Conditional Use Permit for Hazardous Substance Storage Tank* $1,500
Rezoning, Text Amendment, or Specific Area Plan $500
Planned Development $500
Planning Approval or Planned Unit Development $500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ **Conditional Use Permits** Checklist A

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments** Checklist B

☐ **Planned Development** Checklist C

■ **Previously approved Planning Approvals or Planned Unit Development** Checklist D

Have you provided the required information on the corresponding checklist? ■ Yes ☐ No

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1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	Father Bry Shields	
Firm:	St. Ignatius Parish, Mobile	
Phone:	251-342-9221	
Email:	shieldsb@mcgill-toolen.org	
Address:	3704 Springhill Ave. Mobile, AL 36608	

	Owner	Design Professional
Name:	ST IGNATIUS PARISH, MOBILE	Thomas E. Latham, P.E.
Firm:		Clark, Geer, Latham & Associates, Inc.
Phone:	251-342-9221	251-344-7073
Email:		tlatham@cglengineers.com
Address:	3704 Springhill Ave. Mobile, AL 36602	3901 Springhill Ave. Mobile, AL 36608

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

3650 Springhill Ave. Mobile, AL 36608 — Property Address

13.3 AC — Property Area (acres or square feet)

00439779 / 00435372 — Parcel Number(s) or Key Number(s)

R-1 — Present Zoning or Transect District

R-1 — Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

N/A FOR MODIFICATION -LOGAN ANDERSON

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ■ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Wm J Skonecki — 10/31/23

Owner Signature REV MSGR WILLIAM J SKONECKI, PRESIDENT — Date

Applicant or Agent Signature (if applicable) — Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Applicant or Agent Signature — Date

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ■ Planning Commission Application
- ■ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

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1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   The project maintains a strong neighborhood presence and responds to the visual and functional needs of the public realm along Spring Hill corridor. The ELC expands on the existing campus Master Plan that is welcoming and attractive. The ELC is an infill project that creates high-quality design to serve the needs of the pre-school population and the new building will replace two existing residential type structures that do not contribute to the campus design character.

   Institutional

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

   As shown with the previous phase of work which included the new Church, there has been great effort with the Master Planning of the Site to blend into the surrounding neighborhood while understanding that the Church is a neighborhood landmark. The architecture of the new ELC uses the same materials and will be of a scale that relates to the campus and will not have any negative effect on the surrounding neighbors.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

   As the Church property is very large with clear borders that are well maintained and landscaped to form a buffer for the adjacent properties, there will be no negative impacts on the development or improvement of those properties. In fact the Church growth should actually enhance the adjacent property.

4. Does the site design include adequate public facilities and utilities? ■ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ■ Yes ☐ No

6. Please provide the following information:

- ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

The Early Learning Center will be 23'-6" tall measured from surrounding grade. The exterior is brick masonry and the roof is architectural asphalt shingles.

The building is located between the present gym and the existing two story education building.

- ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

The entire site is intensely landscaped and well maintained. The new ELC will include a continuation of that landscape design to include some areas of sod

and some shrubs along the perimeter with connections in between to the existing and proposed new play ground.

- ☐ Lighting:

New lighting on the building will be a the covered canopy entrance. All other site lighting already exists in the parking areas constructed in the previous phase.

- ☐ Hours of operation:

8 hours/day 5 days a week. Open for church service on Sunday

- ☐ Other conditions that are unique to the use of the property:

The school functions presently exists. This project improved the facilities such that safety and security for children and staff is enhanced.

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

The site is presently used for school operations so there will be no new activity different then the present use and should not cause

any noxious of offensive elements that may be detrimental to the public health, safety or general welfare.

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

Educating our young children is a primary focus to ensure a community longevity. This project provides state of the art enhancements

to better education at a very early age our future leaders.

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: St. Ignatius Parish, Mobile - Early Learning Center

Address: 3650 Springhill Ave. Mobile, AL 36608

Owner: Rev. W. Bry Shields, Archdiocese of Mobile

Address: 3704 Springhill Ave, Mobile AL Zip Code: 36608

Phone: 251-342-9221 Fax: _____ Email: shieldsb@mcgill-toolen.org

Authorized Agent: Clark, Geer, Latham & Associates c/o Thomas E. Latham, P.E.

Address: 3901 Springhill Ave, Mobile AL Zip Code: 36608

Phone: 251-344-7073 Fax: 251-343-9179 Email: tlatham@cglengineers.com

Contractor: Ben M. Radcliff Contractor, Inc.

Address: 3456 Halls Mill Rd. Mobile, AL Zip Code: 36693

Phone: 251-666-7252 Fax: 251-666-7364 Email: andrew@benradcliff.com

Civil Engineer: Clark, Geer, Latham & Associates c/o Thomas E. Latham, P.E.

Address: 3901 Springhill Ave, Mobile AL Zip Code: 36608

Phone: 251-344-7073 Fax: 251-343-9179 Email: tlatham@cglengineers.com

Architect: Quina Grundhoefer Architects c/o Carter Quina

Address: 400 West Romana Street, Pensacola, FL Zip Code: 32501

Phone: 850-433-5575 Fax: _____ Email: cquina@qgarchitects.com

Submitted by:

Signature

Thomas E. Latham, P.E.

Print

10/26/2023

Date

Authorized Agent/Civil Engineer

Affiliation to project/Organization

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, Rev. MSGR William J Skoneki, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of St. Ignatius Parish -Mobile, a corporation for the property located within the city limits of Mobile, Alabama at 3650 Springhill Ave.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Thomas E. Latham, P.E. (CGL) Designee (1)	Designee (2)
tlatham@cglengineers.com Email	Email
251-344-7073 Phone Number	Phone Number
Signature of Company Owner PRESIDENT	11/06/2023 Date

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Rev. MSGR William J Skoneki, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 3650 Springhill Ave.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Thomas E. Latham, P.E. (CGL)	
Designee (1)	Designee (2)
tlatham@cglengineers.com	
Email	Email
251-344-7073	
Phone Number	Phone Number
Signature of Property Owner PRESIDENT	11/06/23
	Date

Applicant/Owner Authorization and Contact Information

Applicant: St. Ignatius Parish, Mobile

Full Address: 3704 Springhill Ave. Mobile, AL 36608

Telephone: (251)-342-9221

Email: shieldsb@mcgill-toolen.org

Owner: ST IGNATIUS PARISH, MOBILE

REV MSGR WILLIAM J. SKONIECZNY, PRESIDENT
Owner Signature

10/31/23
Date

St Ignatius Catholic Church and School
3650 SpringHill Avenue
Mobile, Alabama

1.Proposal Alignment with Map for Mobile:
The proposed new Early Learning Center for St. Ignatius Catholic Church and School is a new 12,500 square foot single-story building to be constructed on a portion of the campus currently occupied by two residential type structures, modified for use as a Nursery. The site location for the new ELC is consistent with the goals and objectives of the Master Plan approved in 2018 by the Mobile Planning Commission.

Using the Map for Mobile: Framework for Growth Planning Initiative as our guide, the project maintains a strong neighborhood presence and connection and responds to the visual and functional needs of the public realm along the Spring Hill corridor. The ELC project expands on the existing campus setting and will be more welcoming and attractive. The project is an infill project that creates a high-quality design while maintaining a slight increase of student capacity. The new ELC will allow for 267 children which will result in a total student population of 650.

2.Proposal Compatibility with the Surrounding Neighborhood:

The new building is located in the central portion of the present Church and School campus and will have a minimal impact on the streetscape or the neighbors. The design of the single-story structure will maintain the architectural character of existing buildings with inspiration from the recently completed new Church building. Materials will include brick and gracious window openings. A sloped roof will be similar to other buildings on campus. The impact to the neighborhood should be very positive as the campus has been a landmark property in the area.

3.Proposal Impact on Adjacent Properties:

As the construction of the proposed new ELC is within the existing campus and is compatible with the approved Master Site Development Plan, there will be no impacts on adjacent properties. There will no new vehicular access points and no new parking. There were many positive impacts on the adjacent properties with the implementation of Sequence One for the new Church, some described as follows:

1. Reduced the number of curb cuts for vehicular access to Spring Hill Avenue.
2. Relocated the main entry drive further away from intersection of Spring Hill and Tuthill Lanes.
3. Improvements were made to sidewalks along Spring Hill Avenue.
4. ADA accessible curb cuts were installed at all sidewalks along Spring Hill Avenue.
5. Retained most of the many heritage oak trees on site.
6. Retained over 50% of the site in natural landscaped setting.
7. Placed new trees in appropriate street scape and site plan locations using Right Tree in the Right Place philosophy.
8. Modified the existing street lighting to further enhance the campus.
9. Reduced the amount of unused paving along Tuthill Lane.
10. Improved sidewalks along Tuthill Lane.
11. Installed ADA accessible curb cuts at all sidewalks along Tuthill Lane.
12. Installed new bike racks.
13. Installed new site parking with extensive landscaping.

400 West Romana Street ▪ Pensacola, Florida 32502
(850) 433 5575 (Fax) 433 5366 Email: qg@qgarchitects.com

14. The new site parking design included a through street improving vehicle ingress/egress.
15. The new site plan created a park like courtyard adjacent to the public right of way on Spring Hill.
16. The new Church building design was oriented towards street frontage and the public realm.
17. The new Church building was constructed of high quality, permanent materials.
18. The overall campus master plan is consistent and physically and visually links the campus.

6.Additional Information:

The new ELC is located in the center of campus and is 23 feet tall and will be brick exterior with sloped asphalt shingle roof. Windows to be aluminum framed with insulated glass.

New landscaping will follow the present master plan with oak trees and shrubs in the areas adjacent and around the building. Existing oak trees to remain where possible.

Hours of Operation is typically 12 to 14 hours per day.

The property is already used for a church and school and this proposal maintains those operations.

7. Proposal to minimize offensive elements:

The new ELC is a school for children and should not create any offensive elements of any nature and should not create any elements detrimental to public health or safety or general welfare.

8.Proposal in community interest:

The new ELC building will provide state-of-the-art facilities for day care and children's education. Many young families will benefit from the convenience of quality of care and education received at St. Ignatius. There is a need for quality children's educational facilities in most communities and it is well in the interest of the City of Mobile to allow for this new facility.

400 West Romana Street ▪ Pensacola, Florida 32502
(850) 433 5575 (Fax) 433 5366 Email: qg@qgarchitects.com

St. Ignatius Parish Legal Description

STATE OF ALABAMA

CITY OF MOBILE

LOT 1, RESUBDIVISION OF SAINT IGNATIUS PARISH SUBDIVISION, AS RECORDED IN MAP BOOK 125, PAGE 100 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

7. PROJECT DESCRIPTION

The proposed Master Plan for the St. Ignatius and School includes new construction, renovations and additions to existing buildings, and the demolition of several existing buildings. The intent of the project is to meet the present and long term needs of a well-established institutional facility located in the suburban neighborhood along Spring Hill Avenue.

St. Ignatius Church is located on approximately 13.27 acres (578,088 SF) at 3650 Spring Hill Avenue. Present zoning is R-1 and Parcel ID Number is 00439779/R022801123002915. The property has served as a Church and Catholic School since 1953. Church services were held in various locations until 1978 when the first phase of the church was constructed. Additional seating was added in 1991. The following is a list of existing buildings resulting from an assessment study completed in 2016.

New Church	**RECENT CONSTRUCTION**
Murray Building (2 story, Middle School K-6 education)	**RETAIN**
Gymnasium, Stage, Cafeteria, and Classroom Building	**RETAIN**
Education Building (2 story, Pre K, 7th and 8th grades)	**RETAIN**
Pre K 3 year olds	**RETAIN**
Mother's Day Out/Toddlers/Cribs	**DEMOLISH**
Mother's Day Out/2 year old	**DEMOLISH**
Marian Center (Parish Hall)	**RETAIN**
Old Church	**RETAIN**
Church Administration/Rectory (2 story)	**RETAIN**
Chapel	**RETAIN**
Frassati Youth Center	**RETAIN**

The present Church seats approximately 750 Parishioners. The Master Plan includes a new church of approximately the same capacity, seating 744. This Church was completed in 2021 and the Church Activity Building was demolished in that phase of work. The present School includes Early Learning and Mother's Day Out classes through 8th grade with a total capacity of 600 students and 32 teachers.

Early Learning Center (ELC): 40

PreK2: 36	PreK3: 50	PreK4: 45	Kindergarten: 39
1st Grade:: 47	2nd Grade: 39	3rd Grade: 49	4th Grade: 53
5th Grade: 52	6th Grade: 48	7th Grade: 45	8th Grade: 50

Total: 593 students present attendance

The Master Plan will allow for a slight increase (30 students) in the Early Learning program for a total capacity of 630 students and 35 teachers. The present site includes parking for 270 parking spaces. The Master Plan will include 266 parking spaces as well, including 4 handicap spaces.

PROJECT SEQUENCE ONE **September 2019 thru June 2021**

1. **Sequence One A:** Demolish the present south portion of the "Strip Mall", taking care to retain utilities to the site and to the north Strip Mall. The four rooms in the north Strip Mall will remain available for Church use during most of the new church construction. Demolish a portion of the existing parking area adjacent to the Education Building and Gym and create a temporary parking and drop off plan for the school and gym. This will allow the extent of the construction site to be created for the new church building. The existing church building will remain in operation through the new church construction period.
2. **Sequence One B:** Construct the new church building on the new site. The construction time for the church is about sixteen months. Consideration must be given for the timing of the addition to the existing church building intended to accommodate the connecting corridor, sacristy, bride's room, nursery, and restrooms. Relocation of existing church mechanical units is necessary for the connector. Demolish the north Strip Mall so that a portion of the new parking and driveway plan

may be constructed. Dedicate and occupy the new Church and deconsecrate the existing church building.

PROJECT SEQUENCE TWO **May 2024 thru March 2025**

3. **Sequence Two A:** The demolition of two existing buildings presently used for Mother's Day Out, both residential type construction to allow for the construction of a new single story Early Learning Center for the Church School grades K1 through K4. The existing Middle School building will remain and the existing building for Pre K 3 year olds will also remain and be used for Babies and Mother's Day Out. A new Pavilion with restrooms is also to be constructed.

BUILDING HEIGHT **57 FEET CHURCH EAVE & 88 FEET CHURCH TOWER**
ALL OTHER BUILDINGS ARE LESS THAN 35 FEET

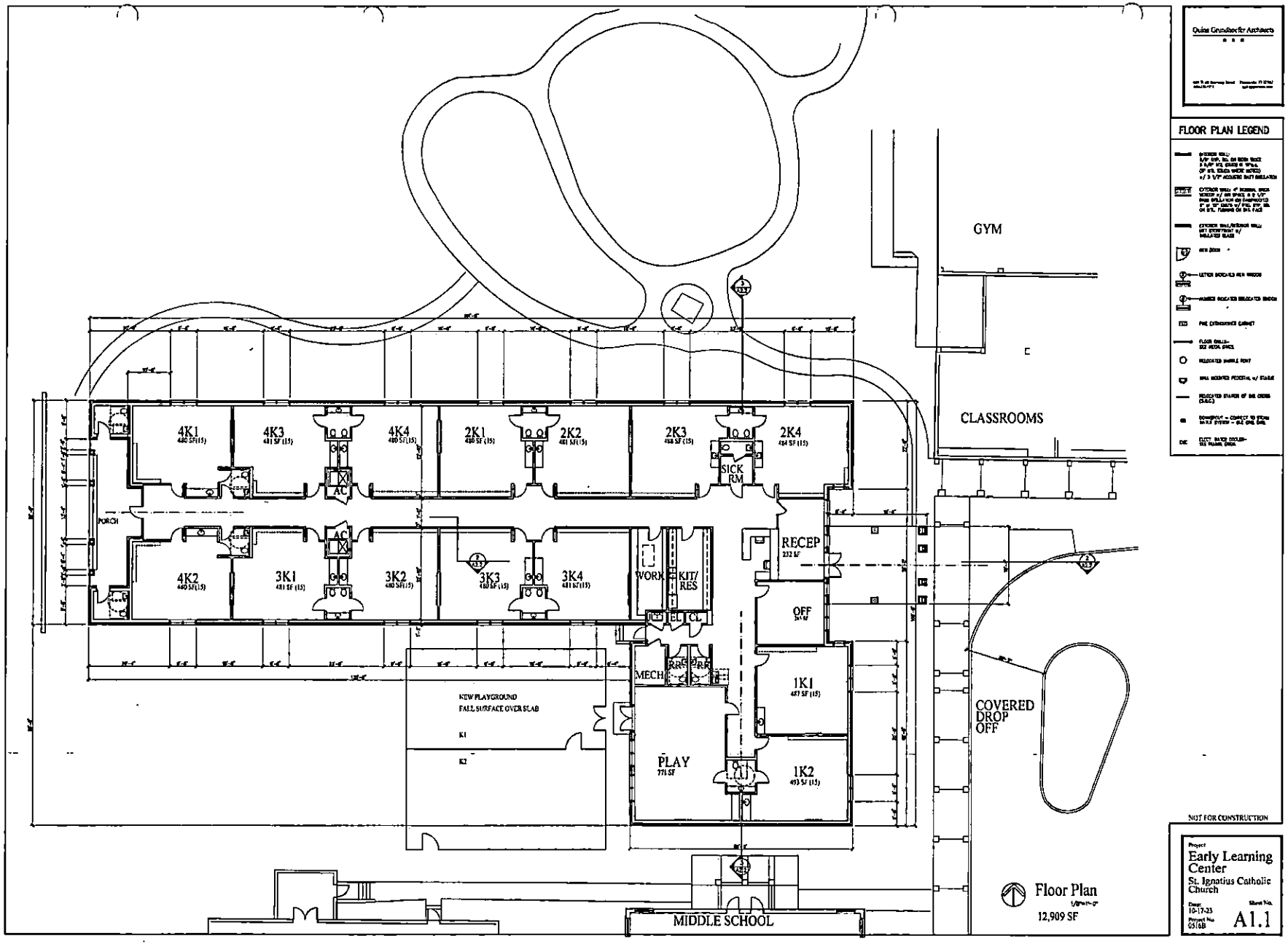
LAND USE STATISTICS

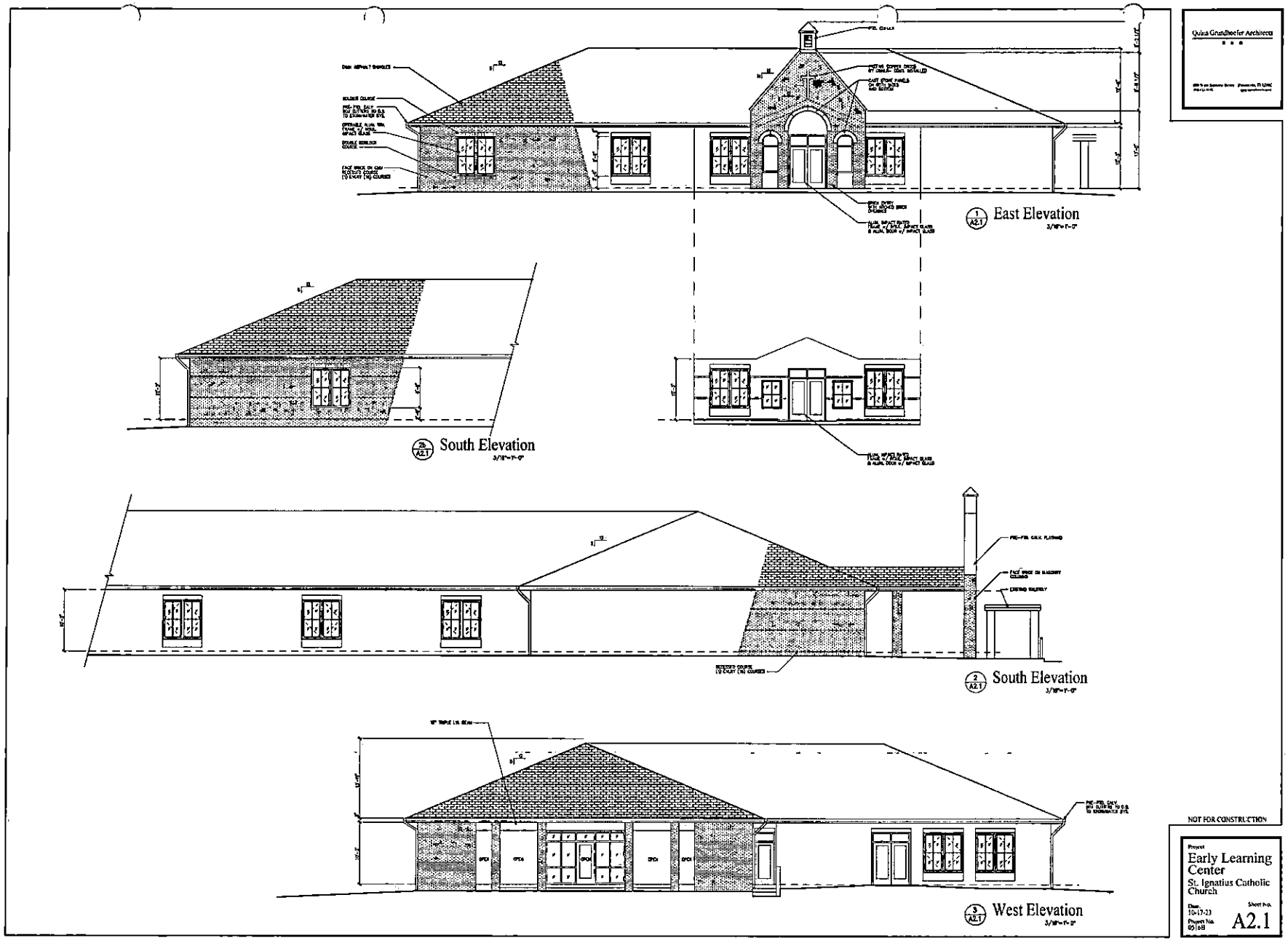
New Church (2021)	12,510 sf	2.2%	2,010 sf balcony
New Early Learning Center	12.525 sf	1.1%	
New Covered Pavilion	1,970 sf	.3%	
Old Church	13,175 sf	1.9%	
Middle School	6,800 sf flr 1	1.2%	6,800 sf flr 2
Marion Center	2,815 sf	.5%	
Gymnasium	24,415 sf	4.2%	
Murray Building	19,055 sf flr 1	3.3%	18,212 sf flr 2
Administration Building & Chapel	4,485 sf	.6%	2,825 sf
SUB TOTAL	**97,750 sf**		**29,847 sf**
TOTAL BUILDING AREA ALL FLOORS			**127,597 sf**

Asphalt Paving	approx. 124,890 sf	21.5%
Concrete walks and pads	approx. 42,720 sf	7.4%
Landscape Area	approx. 312,728 sf	51.4%
TOTAL LAND USE	**578,088 sf**	**100%**

PARKING STATISTICS

Church: Parking requires 1 space per 4 seats in Church
744/4 = 186 parking spaces required.
School: Parking requires 1 ½ space per teaching station.
38 x 1.5 = 57 spaces.
Total required 243
238 Provided.


GYM
CLASSROOMS
4K1
4K3
4K4
2K1
2K2
2K3
2K4
SICK RM
AC
PORCH
4K2
3K1
3K2
3K3
3K4
WORK
KIT/ RES
EL
CL
RECEP
OFF
MECH
RR
RR
NEW PLAYGROUND
FALL SURFACE OVER SLAB
K1
K2
PLAY
771 SF
1K1
1K2
COVERED DROP OFF
MIDDLE SCHOOL
Floor Plan
12,909 SF
FLOOR PLAN LEGEND
NOT FOR CONSTRUCTION
Project
Early Learning Center
St. Ignatius Catholic Church
Date
10-17-23
Project No.
0518B
Sheet No.
A1.1



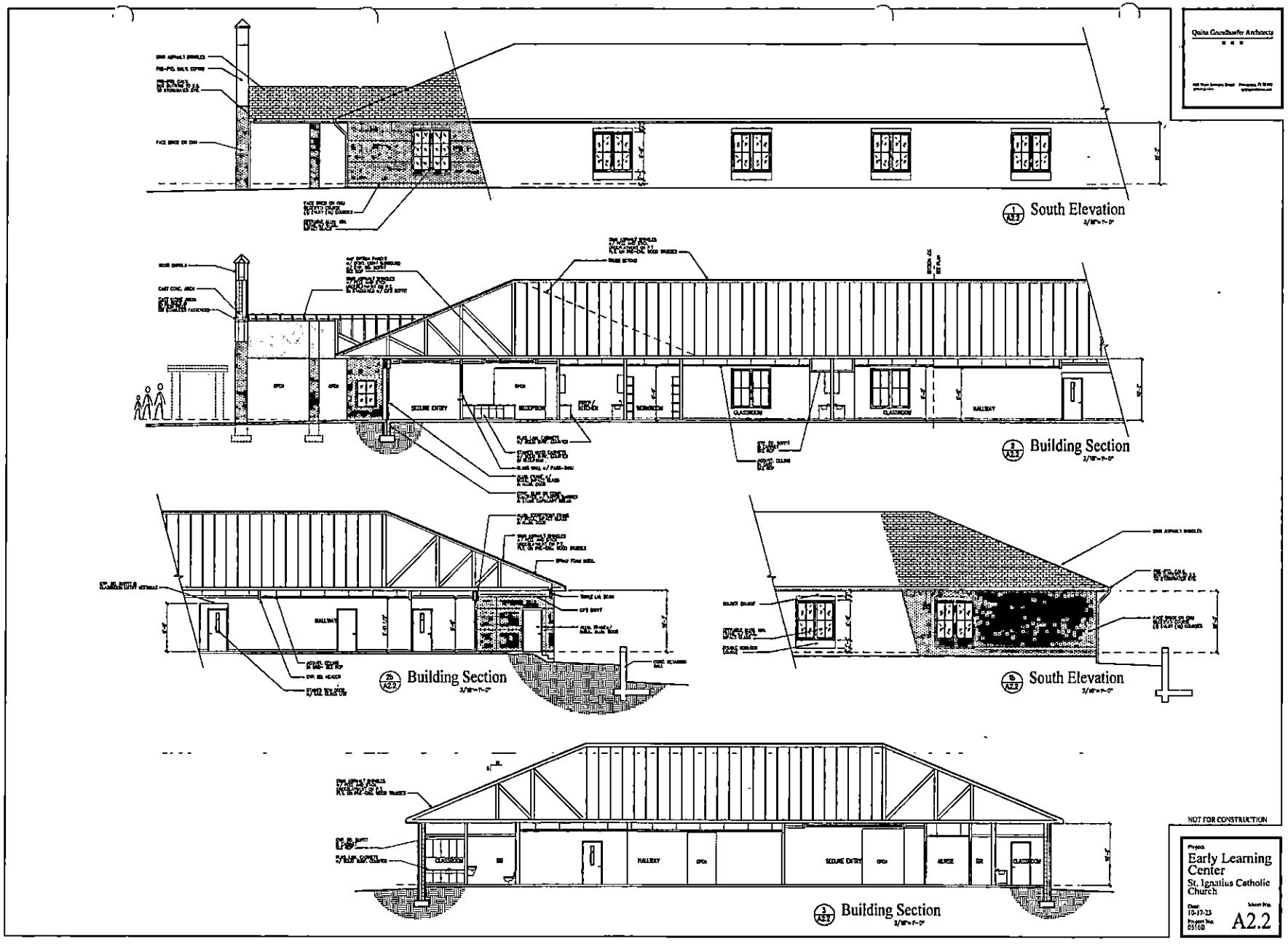
Quiza Grandbeefer Architects

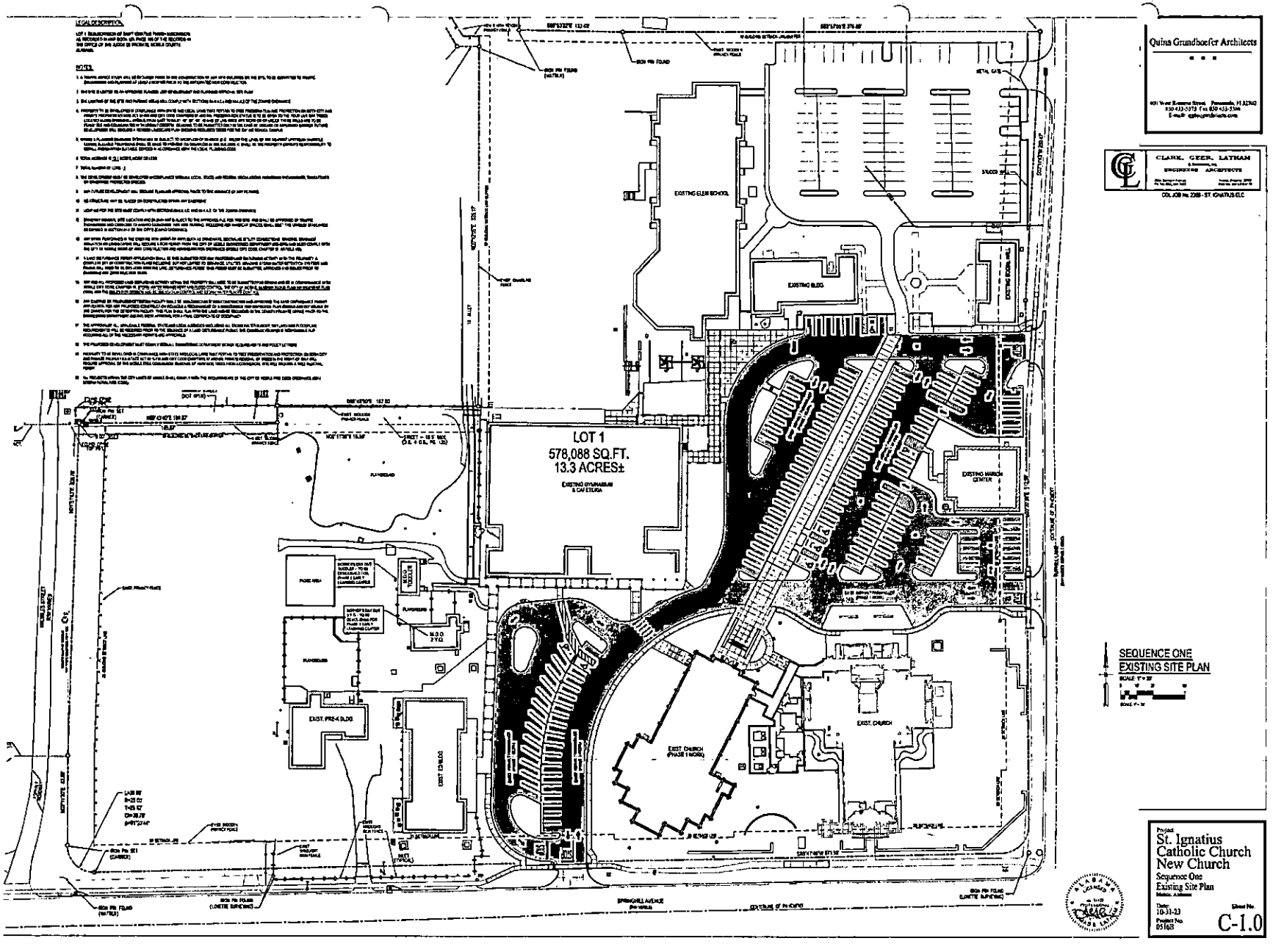
NOT FOR CONSTRUCTION

Project
Early Learning Center
St. Ignatius Catholic Church

Date: 10-17-23
Project No. 0518

Sheet No. A2.1


South Elevation
Building Section
Building Section
South Elevation
Building Section
NOT FOR CONSTRUCTION
Early Learning Center
St. Ignatius Catholic Church
A2.2



Quina Grundhoefer Architects

CLARK, GEER, LATHAM
ENGINEERS ARCHITECTS

COL JOB No. 2308 - ST. IGNATIUS ELC

SEQUENCE ONE
EXISTING SITE PLAN

Project
St. Ignatius Catholic Church New Church
Sequence One
Existing Site Plan

Date 10-31-23
Project No. 05168
Sheet No. C-1.0

BUILDING HEIGHT 57 FEET CHURCH EAVE & 88 FEET CHURCH TOWER
ALL OTHER BUILDINGS ARE LESS THAN 35 FEET

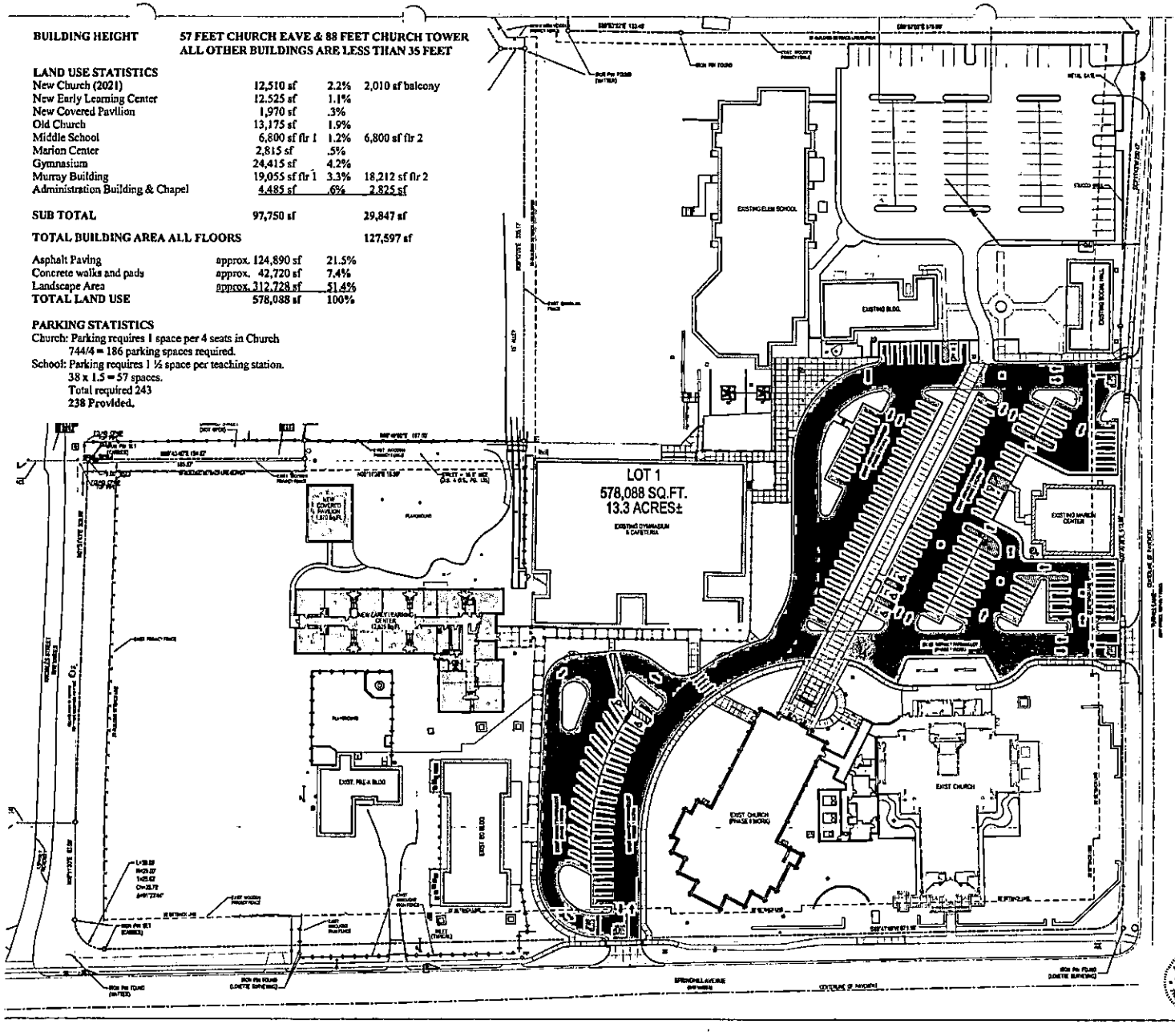
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238 Provided.



Quinn Grundhoefer Architects

CLARK, GEER, LATHAM
ENGINEERS ARCHITECTS

SEQUENCE TWO
PROPOSED PUD/PA SITE PLAN

Project
St. Ignatius Catholic Church New Church
Sequence Two
Proposed PUD/PA Site Plan

Date 10-31-23
Project No. 8516B
Sheet No. C-2.0

RISING SONS OF MT HEBREW
3750 SHEIPS LN
MOBILE, AL 36608

SPENCER LUCILE
925 KNOWLES LN
MOBILE, AL 36608

ST IGNATIUS PARISH,
MOBILE, CORPORATION
3704 SPRINGHILL AVE
MOBILE, AL 36608

HUNTER JACQUELINE M
1821 CHARLANDRA DR
MOBILE, AL 36695

BUTLER ESTER
861 KNOWLES ST
MOBILE, AL 36608

SAFFORD EARL SR
855 KNOWLES ST
MOBILE, AL 36608

OWEN OSWALD VINCENT &
AMORET CLARICE
713 KNOWLES LN
MOBILE, AL 36608

BLACKLEDGE CHARLES
709 KNOWLES LANE
MOBILE, AL 36608

WASHINGTON FREDDIE LEE
& DIAN G
3759 SPRINGHILL AVE
MOBILE, AL 36608

MERCHANT WILLIAM D &
LYNN K
3753 SPRINGHILL AVE
MOBILE, AL36608

MCALEER JOSEPH GUY &
MARY R
3748 SHEIPS LN
MOBILE, AL 36608

DELANEY JAMES ROSS
P O BOX 16126
MOBILE, AL 36616

SALISBURY MARGARET W
3730 CALDERWOOD DR
MOBILE, AL 36608

HARLESS SJON & JAMES II
3724 CALDERWOOD DR
MOBILE, AL 36608

FRIEDLANDER MARY ANN
3716 CALDERWOOD DR
MOBILE, AL 36608

ERDEMIR BULENT K &
MELISSA D
3712 CALDERWOOD DR
MOBILE, AL 36608

WILLIS JOSEPH THOMAS &
KATHLEEN MULROY WILLIS
3708 CALDERWOOD DR
MOBILE, AL 36608

FERGUSON JOHN N
3704 CALDERWOOD DR
MOBILE, AL 36608

OLSEN ROBERT C JR &
HELEN SAVAGE OLSEN
260 TUTHILL LN
MOBILE, AL 36608

ONEILL EMILY M
3675 SPRINGHILL AVE
MOBILE, AL 36608

ABHK LLC
P O BOX 70171
MOBILE, AL 36670

MUSCAT MICHAEL KENNY JR
3671 HAYFIELD PL LOT # B
MOBILE, AL 36608

FINKBOHNER PATRICK RYAN
& MARY W
P O BOX 2182
MOBILE, AL 36652

MCATEE SUZANNE Z
3666 HAYFIELD PL
MOBILE, AL 36608

MOSTELLAR JOHN
501 STIMRAD RD
MOBILE, AL 36610

HUTCHISSON ROSS E III &
EMILY O'N HUTCHISSON
3657 CHELSEA DR S
MOBILE, AL 36608

MCCRACKEN DEBRA K
600 TUTHILL LANE
MOBILE, AL 36608

WEEMS DAVID ANTHONY &
LINDSEY STAURDI WEEMS
609 CHELSEA DRIVE E
MOBILE, AL 36608

BRUNER GEORGE E JR &
JANICE G
608 TUTHILL LN
MOBILE, AL 36608

KNOWLES OLA MAE, OLA M
4959 TRENTON LN
MOBILE, AL 36693

SKINNER LULA MARIE
858 KNOWLES LN
MOBILE, AL 36608

WASHINGTON RUTH
855 MONTFORT RD W
MOBILE, AL 36608

ST IGNATIUS PARISH MOBILE ALABAMA NON PROFIT ORG.
400 GOVERNMENT ST
MOBILE, AL 36602

SMITH BARBARA K
912 KNOWLES ST
MOBILE, AL 36608

MCCONELL RONALD M & MARY A
3721 DUNSTAN CT
MOBILE, AL 36608

WALSH DAVID GUY
3709 TUDOR LANE S
MOBILE, AL 36608

HECKER TIMOTHY & DEVON HECKER
3705 TUDOR LN S
MOBILE, AL 36608

FIGURES NORMAN & MARILYN
3708 KIMBERLY CIR
MOBILE, AL 36608

SHOWS TANYA
603 TUTHILL LN
MOBILE, AL 36608

WOOD ALISON & NICHOLAS
711 KNOWLES LN
MOBILE, AL 36608

WALKER JACOB DANIEL & MARY ELLEN WALKER
3705 KIMBERLY CIR
MOBILE, AL 36608

ADAMS DAVID V & MARY KATHERINE ADAMS
3710 KIMBERLY CIR
MOBILE, AL 36608

STEELE DAVID FITZGERALD JR
3704 KIMBERLY CIR
MOBILE, AL 36608

JOHNSON RUSSELL DEAN & TAYLOR BARR JOHNSON
6074 TUTHILL LN
MOBILE, AL 36608

FOSHEE BRAGG D
3725 DUNSTAN CT
MOBILE, AL 36608

DOWNING GEORGE EDGAR III
3729 DUNSTAN CT
MOBILE, AL 36608

BOUTWELL DERICK & EMILY
3733 DUNSTAN CT
MOBILE, AL 36608

BECKMANN PAUL THOMAS & KELLI LYNN
602 TUTHILL LN
MOBILE, AL 36608

CONNICK KATHERINE EMERSON
12750 BROMLEY RD
STAPLETON, AL 36578

WOLF BRANDON J & CHELSEA L
3650 CHELSEA DR S
MOBILE, AL 36608

BLANKENSHIP JAMES E & AMANDA
3651 CHELSEA DR S
MOBILE, AL 36608

VALLEE JOE
21 EDGEFIELD RD
MOBILE, AL 36608

STUARDI ALOYSIUS EDWIN III
3671 HAYFIELD PL
MOBILE, AL 36608

DELANEY BRYAN C & NEILL O
3700 CALDERWOOD DR
MOBILE, AL 36608

WARREN EUGENE LEE II & KELLY RHODES
3720 CALDERWOOD DR
MOBILE, AL 36608

THOMAS ROBERT & CARLA
3750 SHEIPS LN
MOBILE, AL 36608

CLARK, GEER, LATHAM & ASSOCIATES
c/o THOMAS E. LATHAM, P.E.
3901 SPRING HILL AVE
MOBILE, AL 36608

Agenda Item #: 6

MOD-002715-2023 & MOD-002716-2023

View additional details on this proposal and all application materials using the following link:

Applicant Materials for Consideration – Planned Unit Development Modification

Applicant Materials for Consideration – Planning Approval Modification

DETAILS

Location:
3650, 3704, 3708, & 3758 Spring Hill Avenue

Applicant / Agent:
Father Bry Shields, St. Ignatius Parish, Mobile

Property Owner:
St. Ignatius Parish Mobile Corporation

Current Zoning:
R-1, Single-Family Residential Suburban District

Future Land Use:
Institutional

Applicable Codes, Policies, and Plans:
- Unified Development Code
- Map for Mobile Comprehensive Plan

Schedule for Development:
- May 2024 thru March 2025

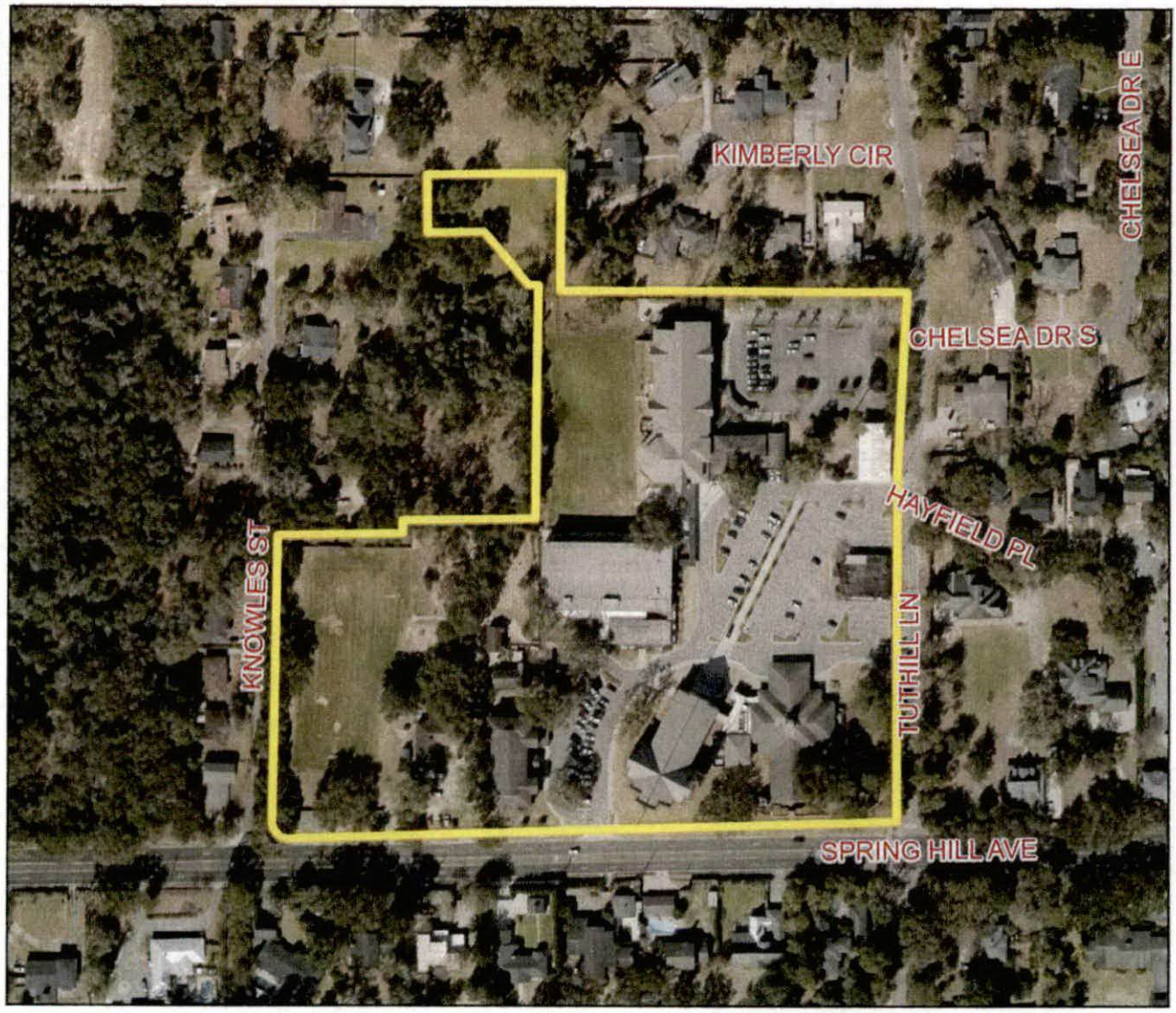
Proposal:
- Modification of a previously approved Planned Unit Development
- Modification of a previously approved Planning Approval

Considerations:
1. Modification of a previously approved Planned Unit Development with three (3) conditions; and
2. Modification of a previously approved Planning Approval with three (3) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 5
Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units.

APPLICATION NUMBER 6 DATE December 7, 2023

APPLICANT Father Bry Shields, St. Ignatius Parish, Mobile

REQUEST PUD Modification, PA Modification

N

NTS

SITE HISTORY

In August, 1985 the Board of Zoning Adjustment approved a Front Yard Setback Variance for an addition to the church.

Since 2000, the site has been the subject of numerous Planning Approvals (PAs) to allow a church and private school in an R-1 District, and Planned Unit Developments (PUDs) to allow multiple buildings on a single building site. The most recent of these applications were approved by the Planning Commission at its May 7, 2020 meeting to amend a previously approved Master Plan for an existing church and school in an R-1 District to allow an expansion of the site.

A Sidewalk Waiver was approved in June, 2011 to waive construction of a sidewalk along Knowles Street.

The site is currently a legal lot of record via Saint Ignatius Parish Subdivision, approved by the Commission at its June 20, 2019 meeting.

STAFF COMMENTS

Engineering Comments:

PLANNING APPROVAL:

No comments.

PUD:

ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.

6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Traffic Engineering is recommending this Modification is held over until the Traffic Impact Study noted in Sequence One Existing Site Plan is submitted to Traffic Engineering for the proposed new construction. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinkled commercial buildings, within 600' of sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

The subject site is developed as an existing church and private church school in an R-1, Single-Family Residential Suburban District. The applicant wishes to replace the existing Pre-K Toddler and 2-Year Old Mothers' Day Out facilities with a new one (1)-story Early Learning Center catering to various ages of Pre-K and Kindergarten children, and a covered pavilion. The existing facilities were approved in the most recent Planning Approval (PA) and Planned Unit Development (PUD) Master Plan amendments for the site heard by the Commission in May, 2020. As PAs and PUDs are site plan specific, and the proposed changes are not considered minor changes, the site is required to obtain Major Modification approvals in order to proceed with the construction.

All of the proposed improvements are contained within the existing boundaries of the school property. No new parking is proposed for the new facilities. Parking calculations based upon the UDC standards provided with the application indicate that all school uses of the site will require 76 parking spaces, and all church uses will require 51 parking spaces, for a total of 127 spaces. The site currently provides 236 parking spaces. It should be noted that Article 3, 64-3-12.A.5.(d)(3) of the UDC requires any parking spaces in excess of the minimum required number to have an Alternative Parking Surface. However, as the existing parking provided was approved under review based upon the previous Zoning Ordinance, the requirement of Alternative Paving Surface parking would not be appropriate.

It is unclear if the proposed additions to the site will result in the removal of any required trees. If trees are to be removed, the applicant should coordinate with staff to insure the site maintains compliance with the tree plans on file.

Finally, a note should be placed on both the PA and PUD site plans stating future development of the sites may require review by the Planning Commission, and approval from City Council.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planning Approval / Planned Unit Development Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    b. Includes adequate public facilities and utilities;

5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

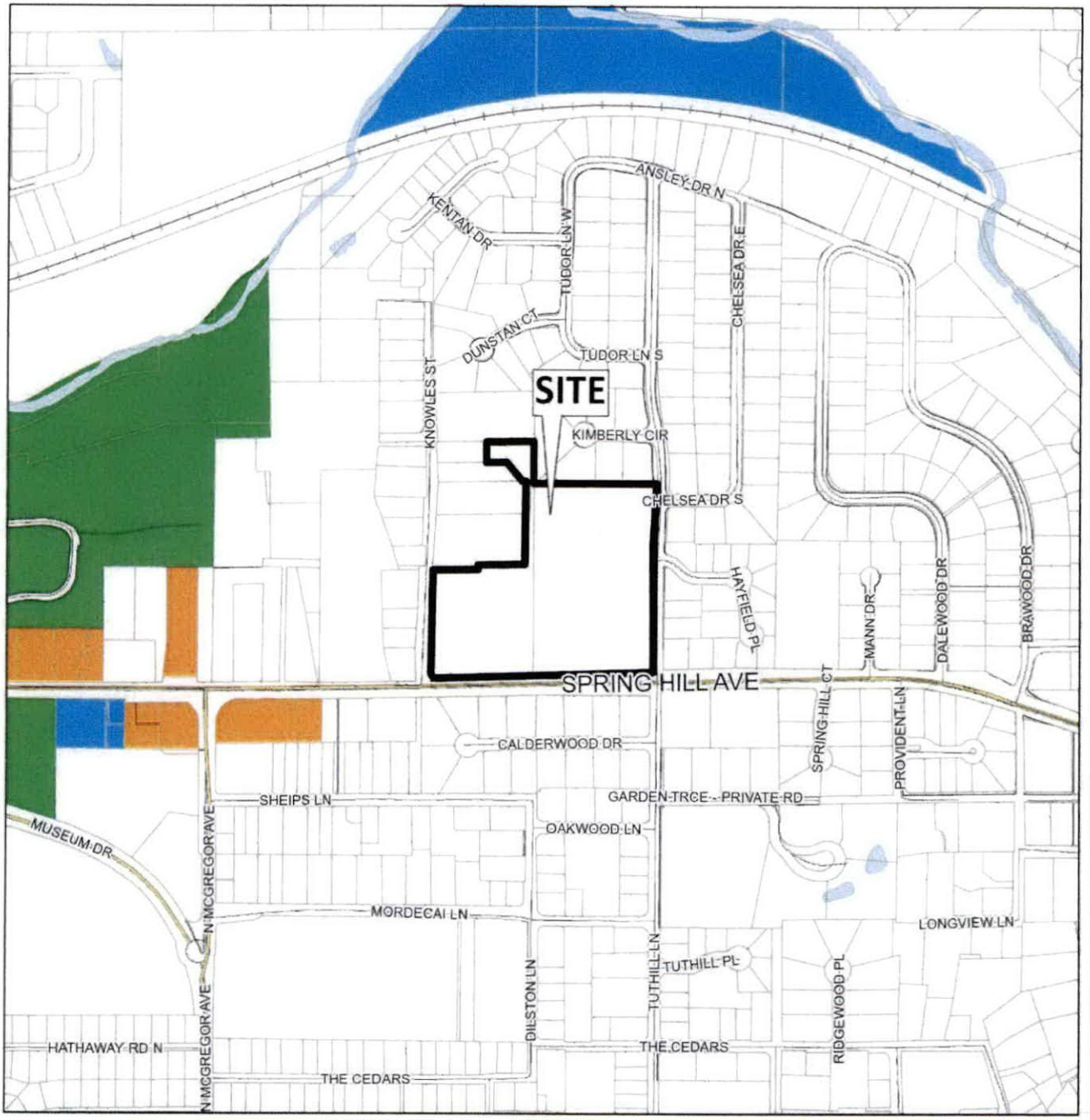
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planning Approval / Planned Unit Development, the following conditions should apply:

1. Placement of a note on both site plans stating future development of the sites may require review by the Planning Commission, and approval from City Council;
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development and Planning Approval site plans prior to the recording in Probate Court, and provision of a copy of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 6 DATE December 7, 2023

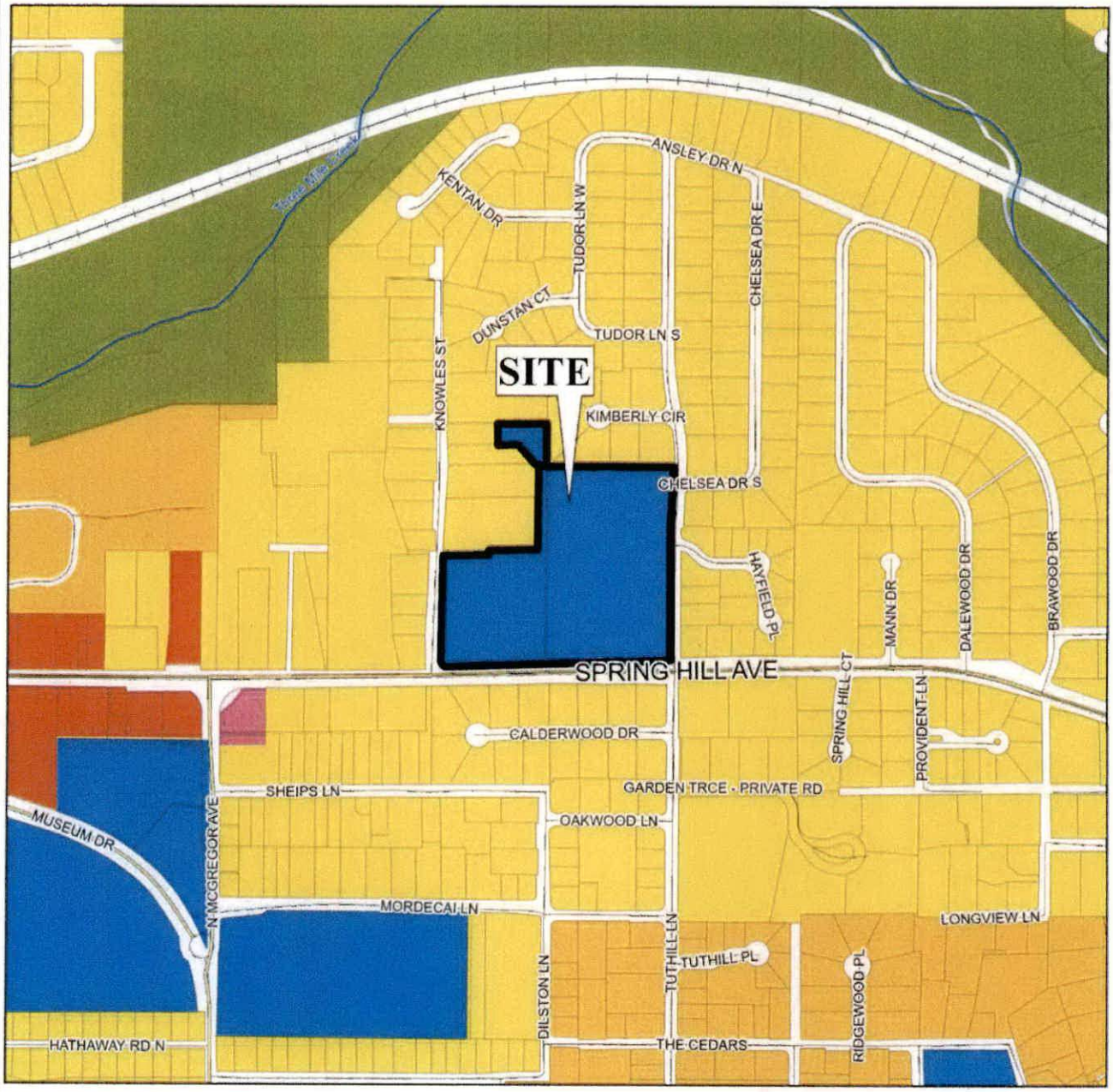
APPLICANT Father Bry Shields, St. Ignatius Parish, Mobile

REQUEST PUD Modification, PA Modification

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NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 6 DATE December 7, 2023

APPLICANT Father Bry Shields, St. Ignatius Parish, Mobile

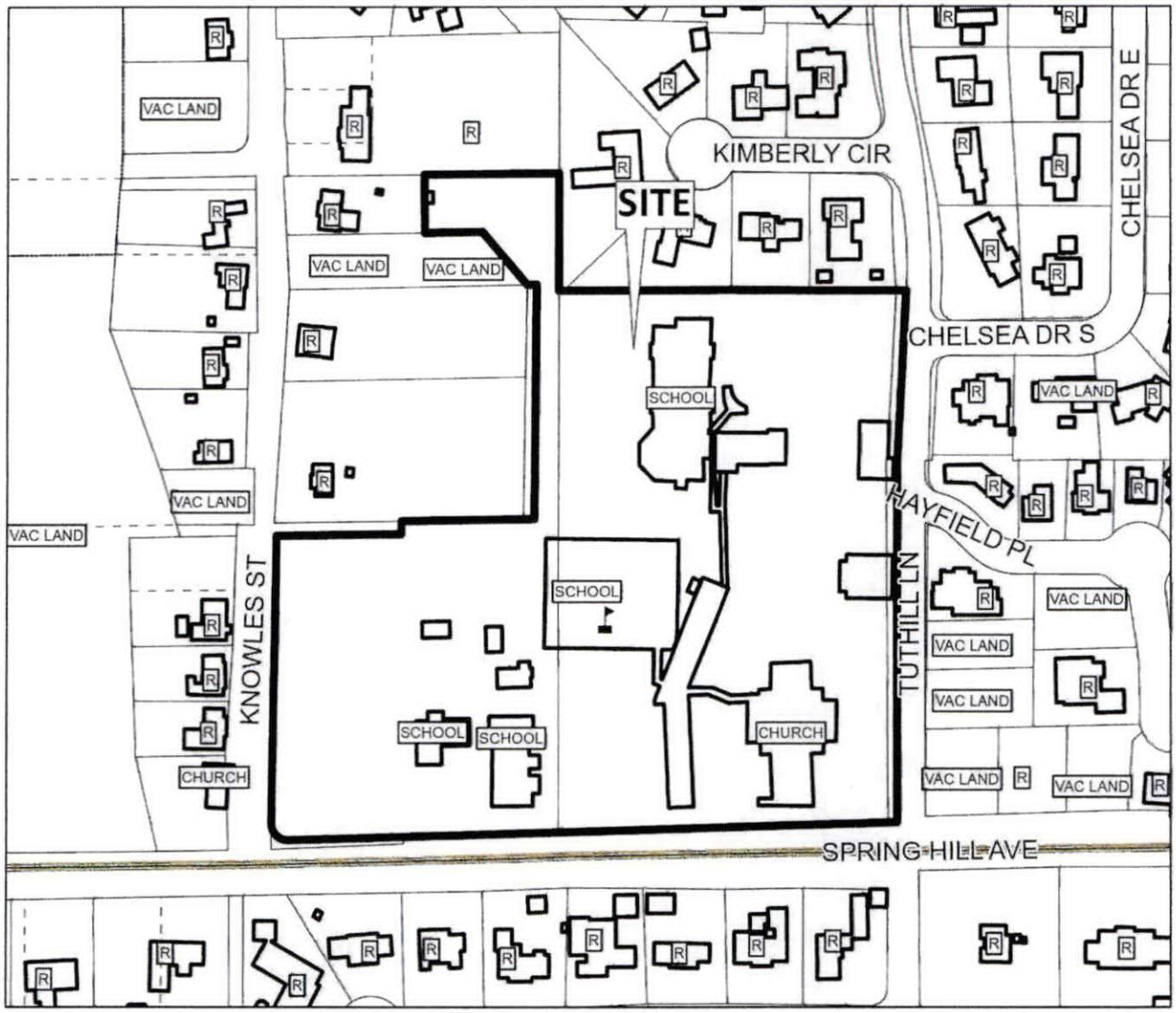
REQUEST PUD Modification, PA Modification

Low Density Residential	Neighborhood Center - Traditional	Downtown Waterfront	Parks & Open Space
Mixed Density Residential	Neighborhood Center - Suburban	Light Industry	Water Dependent
Downtown	Traditional Corridor	Heavy Industry	
District Center	Mixed Commercial Corridor	Institutional	

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units.

APPLICATION NUMBER 6 DATE December 7, 2023

APPLICANT Father Bry Shields, St. Ignatius Parish, Mobile

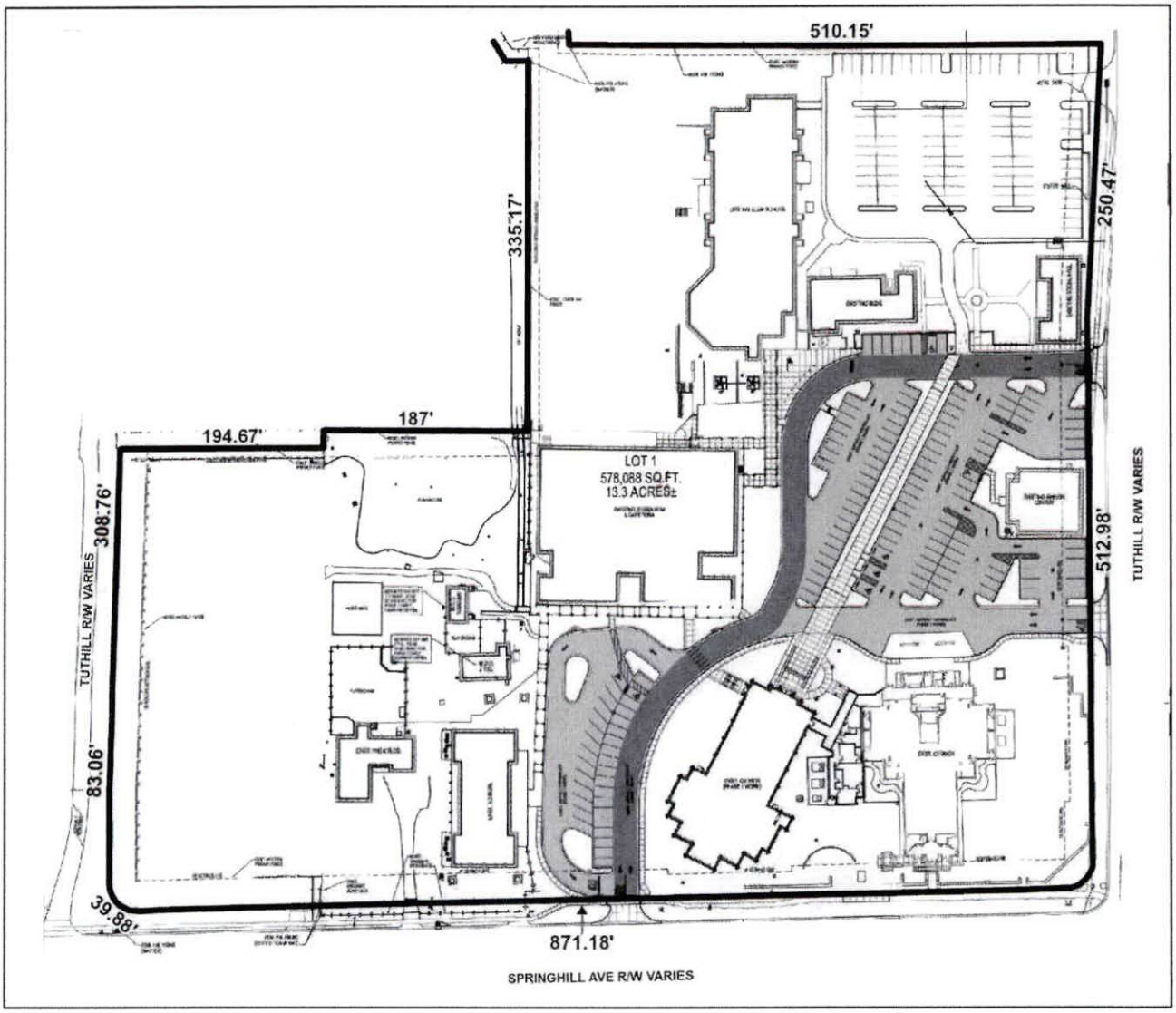
REQUEST PUD Modification, PA Modification

R-A R-3 B-1 B-2 B-5 ML I-2 OPEN T-3 T-5.2
R-1 R-B T-B B-3 CW MH PD SD T-4 T-6
R-2 H-B LB-2 B-4 MM I-1 MUN SD-WH T-5.1

N

NTS

EXISTING SITE PLAN



The site plan illustrates the existing buildings.

APPLICATION NUMBER 6 DATE December 7, 2023

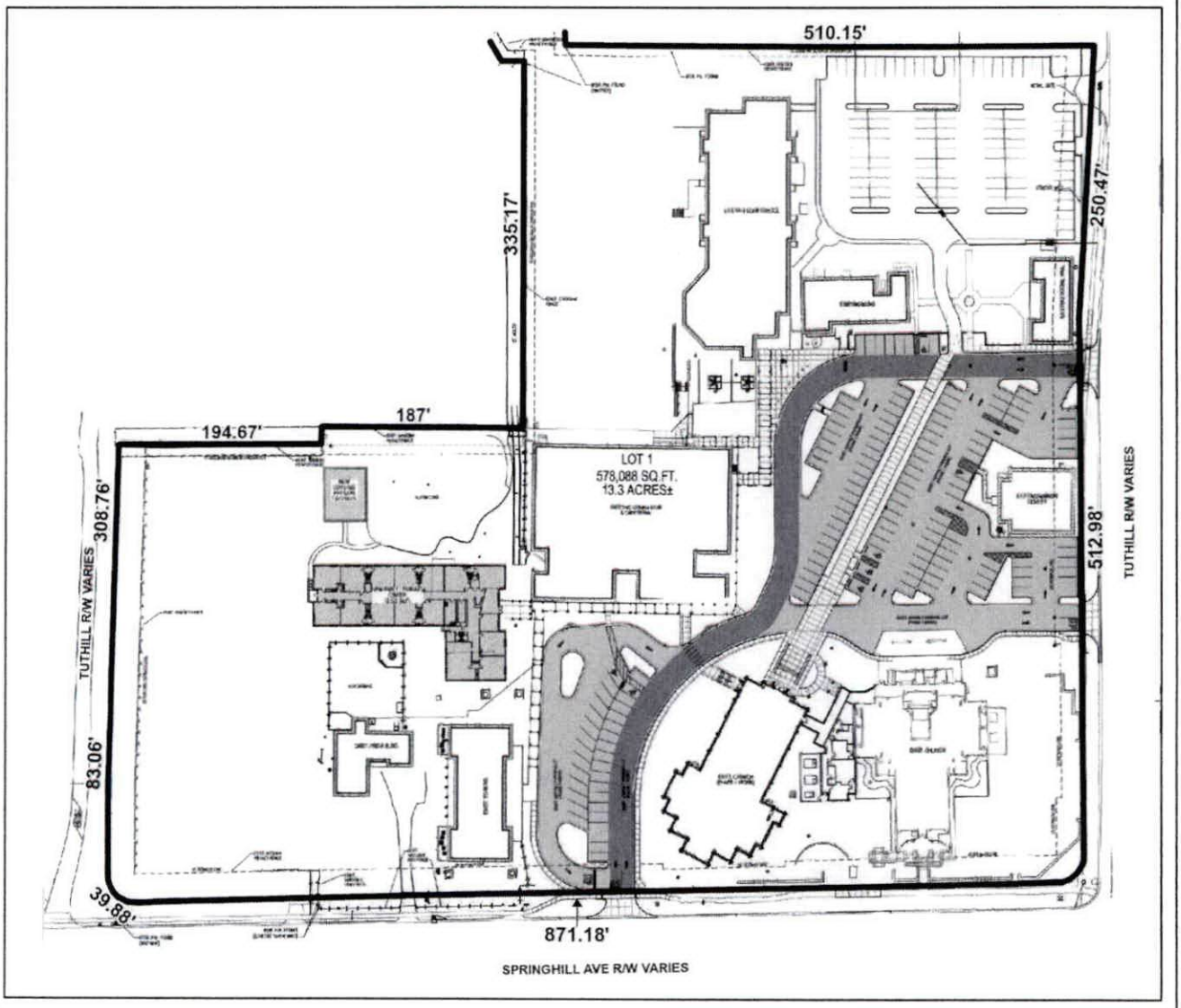
APPLICANT Father Bry Shields, St. Ignatius Parish, Mobile

REQUEST PUD Modification, PA Modification

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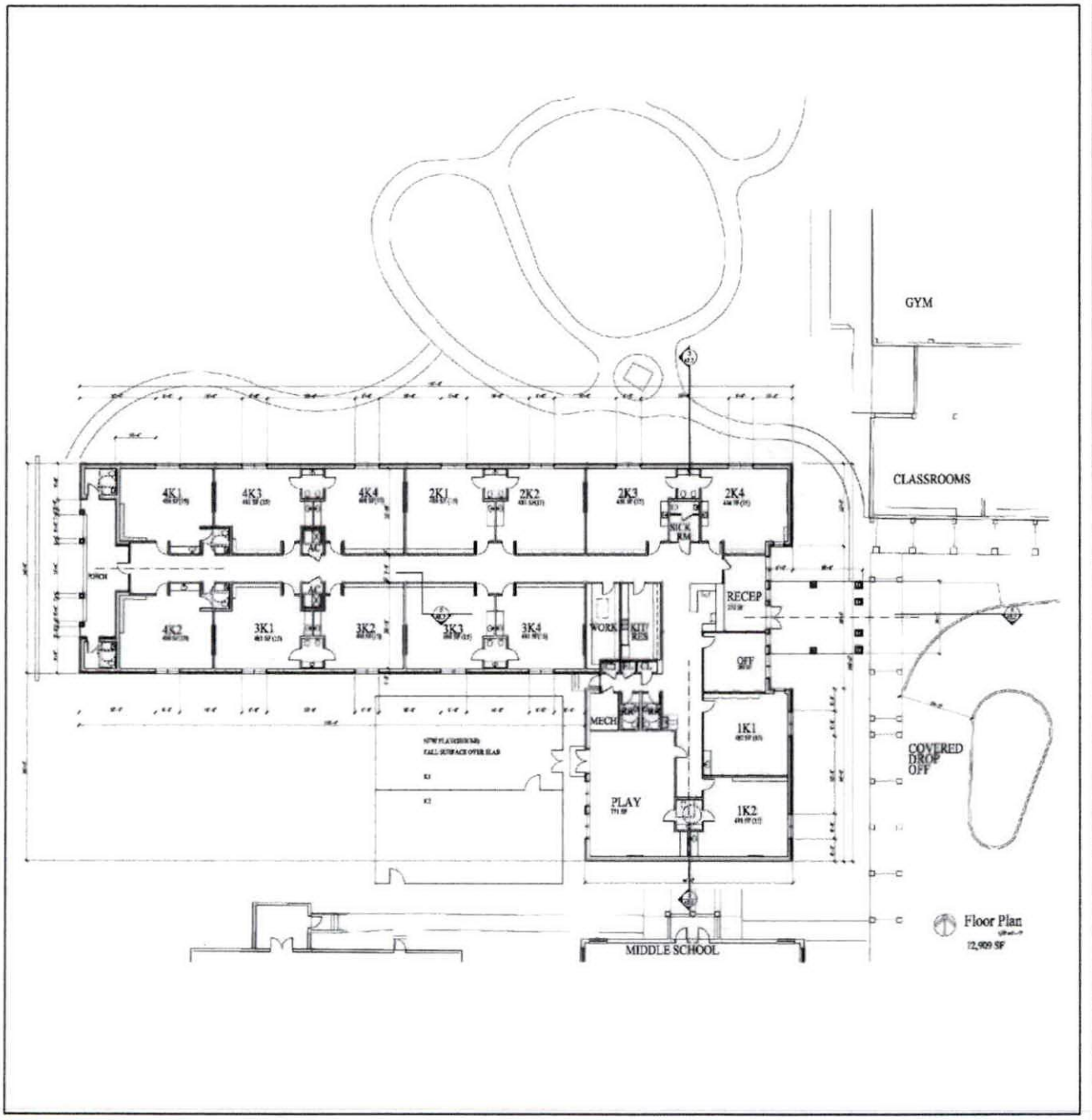
PROPOSED SITE PLAN



The site plan illustrates existing and proposed buildings.

APPLICATION NUMBER 6 DATE December 7, 2023 APPLICANT Father Bry Shields, St. Ignatius Parish, Mobile REQUEST PUD Modification, PA Modification	N NTS

DETAIL SITE PLAN



APPLICATION NUMBER 6 DATE December 7, 2023

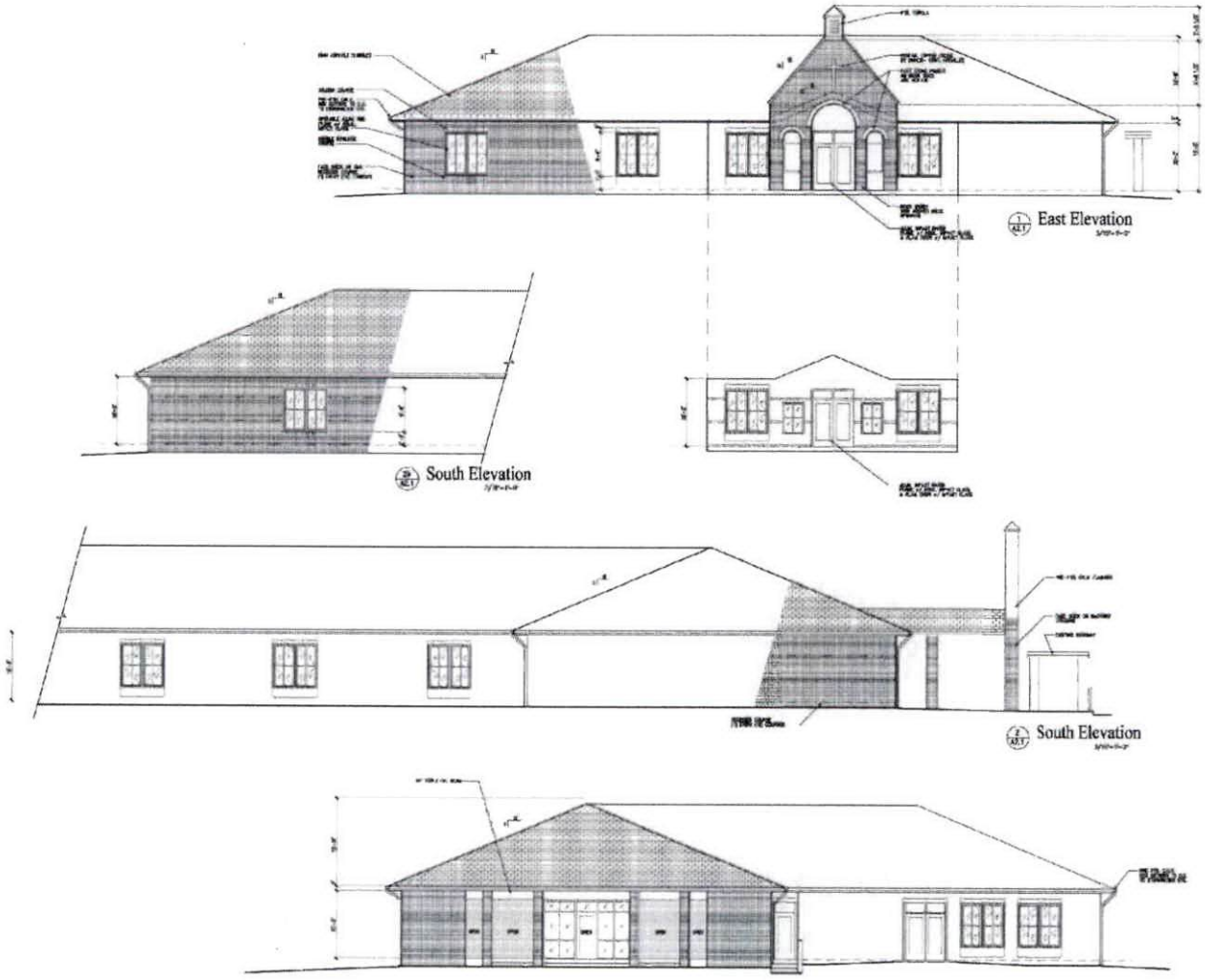
APPLICANT Father Bry Shields, St. Ignatius Parish, Mobile

REQUEST PUD Modification, PA Modification

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 6 DATE December 7, 2023

APPLICANT Father Bry Shields, St. Ignatius Parish, Mobile

REQUEST PUD Modification, PA Modification

N

NTS

ZONING DISTRICT CORRESPONDENCE MATRIX		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- ○ Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

Institutional Land Use (INS)

This designation includes land and buildings occupied by municipal and other governmental agencies for the exercise of their functions, to serve the public or provide a civic use or amenity. These include major libraries, airports, public schools and public safety facilities, but exclude parks and public open space which are identified under a separate land use classification (see below). Semi-public uses such as grammar and high schools, colleges and universities, hospitals, and other major institutions that serve the public and/or operate in a public function are included.

Note: Small-scale properties (less than 2 acres) accommodating subsidiary public and semi-public facilities, such as branch libraries, substations, satellite clinics, etc., may not be specifically called out in the FLUM under this land use designation, but may instead be considered part of the array of integrated complementary uses typically found in a residential neighborhood or a mixed-use center or corridor. The specific location and design of these complementary uses is subject to zoning.

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	12/28/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	12/28/2023 - 2:12 PM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Modification
of a Previously Approved Planned Unit Development located at
3650, 3704, 3708, and 3758 Spring Hill Avenue

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 6, 2022, a public hearing will be held on the 29th day of August, 2023, at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a Planned Unit Development located at 2970 McVay Drive North and 3030 McVay Drive North.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider further modifications other than the ones sought by the applicant, and may take other actions allowed by the law.

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE

WHEREAS, a Planned Unit Development (PUD) was approved on May 7, 2020 to amend a previously approved Master Plan for an existing church and school in an R-1, Single-Family Residential District to allow an expansion of the site on property located 3650, 3704, 3708, & 3758 Spring Hill Avenue and described as follows:

LOT 1, RESUBDIVISION OF SAINT IGNATIUS PARISH SUBDIVISION, AS RECORDED IN MAP BOOK 125, PAGE 100 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of the PUD on October 31, 2023 to amend the Master Plan of an existing church and school in an R-1, Single-Family Residential Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on December 7, 2023 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Placement of a note on the site plan stating future development of the site may require review by the Planning Commission, and approval from City Council;
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances

WHEREAS, the City Council finds that the proposed modification:

A. Is consistent with all applicable requirements of this Chapter;

B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property;
D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. Shall not be detrimental or endanger the public health, safety or general welfare; and
H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the modification of the PUD is hereby approved with the following required conditions:

1. Placement of a note on the site plan stating future development of the site may require review by the Planning Commission, and approval from City Council;
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 6th day of February, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 10th day of January, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 3650, 3704, 3708, & 3758 Spring Hill Avenue.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on May 7, 2020. The owner of said property has applied for a Major Modification of the PUD to amend the Master Plan of an existing church and school in an R-1, Single-Family Residential Suburban District. If approved, the Major Modification will amend the Master Plan of an existing church and school in an R-1, Single-Family Residential Suburban District subject to the following proposed conditions: 1. Placement of a note on the site plan stating future development of the site may require review by the Planning Commission, and approval from City Council; 2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 3. Full compliance with all municipal codes and ordinances.

This proposed amendment to the Unified Development Code will be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE

WHEREAS, a Planned Unit Development (PUD) was approved on May 7, 2020 to amend a previously approved Master Plan for an existing church and school in an R-1, Single-Family Residential District to allow an expansion of the site on property located 3650, 3704, 3708, & 3758 Spring Hill Avenue and described as follows:

LOT 1, RESUBDIVISION OF SAINT IGNATIUS PARISH SUBDIVISION, AS RECORDED IN MAP BOOK 125, PAGE 100 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of the PUD on October 31, 2023 to amend the Master Plan of an existing church and school in an R-1, Single-Family Residential Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on December 7, 2023 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Placement of a note on the site plan stating future development of the site may require review by the Planning Commission, and approval from City Council;
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances

WHEREAS, the City Council finds that the proposed modification:

A. Is consistent with all applicable requirements of this Chapter;
B. Is compatible with the character of the surrounding neighborhood;
C. Will not impede the orderly development and improvement of surrounding property;
D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. Shall not be detrimental or endanger the public health, safety or general welfare; and

H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the modification of the PUD is hereby approved with the following required conditions:

1. Placement of a note on the site plan stating future development of the site may require review by the Planning Commission, and approval from City Council;
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

Adopted:

_____

Lisa Lambert, City Clerk

Father Bry Shields, St. Ignatius Parish, Mobile
3650, 3704, 3708, & 3758 Spring Hill Avenue
Council District 7
Gina Gregory

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

December 27, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of December 7, 2023 considered the request of Father Bry Shields, St. Ignatius Parish, Mobile, for a Major Modification of a previously approved Planned Unit Development (PUD) to amend the Master Plan of an existing church and school in an R-1, Single-Family Residential Suburban District for the property located at 3650, 3704, 3708, & 3758 Spring Hill Avenue.

After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Placement of a note on the site plan stating future development of the site may require review by the Planning Commission, and approval from City Council;
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

December 8, 2023

Father Bry Shields
St. Ignatius Parish, Mobile
3704 Spring Hill Avenue
Mobile, Alabama 36608

Re: 3650, 3704, 3708, and 3758 Spring Hill Avenue
MOD-002716-2023
Father Bry Shields, St. Ignatius Parish, Mobile
District 7
Modification of a previously approved Planned Unit Development to amend the Master Plan of an existing church and school in an R-1, Single-Family Residential Suburban District.

Dear Applicant(s)/ Property Owner (s):

At its meeting on December 7, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined that the following criteria prevail to support the Major Planned Unit Development (PUD) Modification request:

A. The request is consistent with all applicable requirements of this Chapter;
B. The request is compatible with the character of the surrounding neighborhood;
C. The request is will not impede the orderly development and improvement of surrounding property;
D. The request is will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
E. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
F. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
G. The request shall not be detrimental or endanger the public health, safety or general welfare.
H. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Based on the above criteria, the Planning Commission voted to recommend Approval of the Major PUD Modification to the City Council, subject to the following conditions:

1. Placement of a note on the site plan stating future development of the site may require review by the Planning Commission, and approval from City Council;
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

The advertising fee for this application based on the current legal description is $349.22. 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 Planning and Zoning

7. PROJECT DESCRIPTION

The proposed Master Plan for the St. Ignatius and School includes new construction, renovations and additions to existing buildings, and the demolition of several existing buildings. The intent of the project is to meet the present and long term needs of a well-established institutional facility located in the suburban neighborhood along Spring Hill Avenue.

St. Ignatius Church is located on approximately 13.27 acres (578,088 SF) at 3650 Spring Hill Avenue. Present zoning is R-1 and Parcel ID Number is 00439779/R022801123002915. The property has served as a Church and Catholic School since 1953. Church services were held in various locations until 1978 when the first phase of the church was constructed. Additional seating was added in 1991. The following is a list of existing buildings resulting from an assessment study completed in 2016.

New Church	**RECENT CONSTRUCTION**
Murray Building (2 story, Middle School K-6 education)	**RETAIN**
Gymnasium, Stage, Cafeteria, and Classroom Building	**RETAIN**
Education Building (2 story, Pre K, 7th and 8th grades)	**RETAIN**
Pre K 3 year olds	**RETAIN**
Mother's Day Out/Toddlers/Cribs	**DEMOLISH**
Mother's Day Out/2 year old	**DEMOLISH**
Marian Center (Parish Hall)	**RETAIN**
Old Church	**RETAIN**
Church Administration/Rectory (2 story)	**RETAIN**
Chapel	**RETAIN**
Frassati Youth Center	**RETAIN**

The present Church seats approximately 750 Parishioners. The Master Plan includes a new church of approximately the same capacity, seating 744. This Church was completed in 2021 and the Church Activity Building was demolished in that phase of work. The present School includes Early Learning and Mother's Day Out classes through 8th grade with a total capacity of 600 students and 32 teachers.

Early Learning Center (ELC): 40

PreK2: 36	PreK3: 50	PreK4: 45	Kindergarten: 39
1st Grade:: 47	2nd Grade: 39	3rd Grade: 49	4th Grade: 53
5th Grade: 52	6th Grade: 48	7th Grade: 45	8th Grade: 50

Total: 593 students present attendance

The Master Plan will allow for a slight increase (30 students) in the Early Learning program for a total capacity of 630 students and 35 teachers. The present site includes parking for 270 parking spaces. The Master Plan will include 266 parking spaces as well, including 4 handicap spaces.

PROJECT SEQUENCE ONE **September 2019 thru June 2021**

1. **Sequence One A:** Demolish the present south portion of the "Strip Mall", taking care to retain utilities to the site and to the north Strip Mall. The four rooms in the north Strip Mall will remain available for Church use during most of the new church construction. Demolish a portion of the existing parking area adjacent to the Education Building and Gym and create a temporary parking and drop off plan for the school and gym. This will allow the extent of the construction site to be created for the new church building. The existing church building will remain in operation through the new church construction period.
2. **Sequence One B:** Construct the new church building on the new site. The construction time for the church is about sixteen months. Consideration must be given for the timing of the addition to the existing church building intended to accommodate the connecting corridor, sacristy, bride's room, nursery, and restrooms. Relocation of existing church mechanical units is necessary for the connector. Demolish the north Strip Mall so that a portion of the new parking and driveway plan

REVISED 11-17-23

may be constructed. Dedicate and occupy the new Church and deconsecrate the existing church building.

PROJECT SEQUENCE TWO **May 2024 thru March 2025**

3. **Sequence Two A:** The demolition of two existing buildings presently used for Mother's Day Out, both residential type construction to allow for the construction of a new single story Early Learning Center for the Church School grades K1 through K4. The existing Middle School building will remain and the existing building for Pre K 3 year olds will also remain and be used for Babies and Mother's Day Out. A new Pavilion with restrooms is also to be constructed.

BUILDING HEIGHT **57 FEET CHURCH EAVE & 88 FEET CHURCH TOWER**
ALL OTHER BUILDINGS ARE LESS THAN 35 FEET

LAND USE STATISTICS

New Church (2021)	12,510 sf	2.2%	2,010 sf balcony
New Early Learning Center	12.525 sf	1.1%	
New Covered Pavilion	1,970 sf	.3%	
Old Church	13,175 sf	1.9%	
Middle School	6,800 sf flr 1	1.2%	6,800 sf flr 2
Marion Center	2,815 sf	.5%	
Gymnasium	24,415 sf	4.2%	
Murray Building	19,055 sf flr 1	3.3%	18,212 sf flr 2
Administration Building & Chapel	4,485 sf	.6%	2,825 sf
SUB TOTAL	**97,750 sf**		**29,847 sf**
TOTAL BUILDING AREA ALL FLOORS			**127,597 sf**
Asphalt Paving	approx. 124,890 sf	21.5%	
Concrete walks and pads	approx. 42,720 sf	7.4%	
Landscape Area	approx. 312,728 sf	51.4%	
TOTAL LAND USE	**578,088 sf**	**100%**	

PARKING STATISTICS

Day Care/Preschool	**2 per classroom**	**14 x 2 =**	**28**	
	Subtotal		**28**	**spaces**
Church	**1 per 150 sf seating**	**4,400**	**30**	
	1 per 500 sf other	**10120**	**21**	
	Subtotal		**51**	**spaces**
Elementary School	**2 per classroom**	**24 x 2 =**	**48**	
	Subtotal		**48**	**spaces**
	Total required		**127**	**spaces**
Actual parking count	**North Lot**		**94**	
	Central Lot		**109**	
	West Lot		**33**	
	Total on site		**236**	**spaces**

REVISED
11-17-23

MOBILE CITY PLANNING COMMISSION
November 13, 2023
PUBLIC HEARING NOTICE

Re: 3650, 3704, & 3758 Spring Hill Avenue
MOD-002716-2023
Father Bry Shields, St. Ignatius Parish, Mobile, Alabama
District 7
Modification of a previously approved Planned Unit Development to amend the Master Plan of an existing church and school in an R-1, Single-Family Residential Suburban District.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, December 7, 2023, at 2:00 p.m. to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

Your presence, or that of your agent, is required at this hearing. Failure to participate in the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/. You may also submit comments by letter:

Planning & Zoning/City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, December 6, 2023, to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a Planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION
November 13, 2023
PUBLIC HEARING NOTICE

Re: 3650, 3704, & 3758 Spring Hill Avenue
MOD-002716-2023
Father Bry Shields, St. Ignatius Parish, Mobile, Alabama
District 7
Modification of a previously approved Planned Unit Development to amend the Master Plan of an existing church and school in an R-1, Single-Family Residential Suburban District.

Dear Property Owner(s):

This letter is to advise proper owners within 300 feet, as required by the City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, December 7, 2023, at 2:00 p.m., to consider the above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-subdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/. You may also submit comments by letter:

Planning & Zoning/City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, December 6, 2023, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes. For additional information or assistance, please contact a Planner at (251) 208-5895.

City of Mobile · Planning & Zoning

Planning Commission Application

For hard copy submissions, SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit $500
Conditional Use Permit for Above-Ground Oil Storage Tank* $1,500
Conditional Use Permit for Hazardous Substance Storage Tank* $1,500
Rezoning, Text Amendment, or Specific Area Plan $500
Planned Development $500
Planning Approval or Planned Unit Development $500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ **Conditional Use Permits** — Checklist A

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments** — Checklist B

☐ **Planned Development** — Checklist C

■ **Previously approved Planning Approvals or Planned Unit Development** — Checklist D

Have you provided the required information on the corresponding checklist? ■ Yes ☐ No

---

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	Father Bry Shields	
Firm:	St. Ignatius Parish, Mobile	
Phone:	251-342-9221	
Email:	shieldsb@mcgill-toolen.org	
Address:	3704 Springhill Ave. Mobile, AL 36608	

	Owner	Design Professional
Name:	ST IGNATIUS PARISH, MOBILE	Thomas E. Latham, P.E.
Firm:		Clark, Geer, Latham & Associates, Inc.
Phone:	251-342-9221	251-344-7073
Email:		tlatham@cglengineers.com
Address:	3704 Springhill Ave. Mobile, AL 36602	3901 Springhill Ave. Mobile, AL 36608

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

3650 Springhill Ave. Mobile, AL 36608 — Property Address

13.3 AC — Property Area (acres or square feet)

00439779 / 00435372 — Parcel Number(s) or Key Number(s)

R-1 — Present Zoning or Transect District

R-1 — Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

N/A FOR MODIFICATION -LOGAN ANDERSON

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ■ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Wm J Skoneki — 10/31/23

Owner Signature REV MSGR WILLIAM J SKONEKI, PRESIDENT — Date

Applicant or Agent Signature (if applicable) — Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Applicant or Agent Signature — Date

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ■ Planning Commission Application
- ■ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

---

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

   The project maintains a strong neighborhood presence and responds to the visual and functional needs of the public realm along Spring Hill corridor. The ELC expands on the existing campus Master Plan that is welcoming and attractive. The ELC is an infill project that creates high-quality design to serve the needs of the pre-school population and the new building will replace two existing residential type structures that do not contribute to the campus design character.

   Institutional

   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

   As shown with the previous phase of work which included the new Church, there has been great effort with the Master Planning of the Site to blend into the surrounding neighborhood while understanding that the Church is a neighborhood landmark. The architecture of the new ELC uses the same materials and will be of a scale that relates to the campus and will not have any negative effect on the surrounding neighbors.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

   As the Church property is very large with clear borders that are well maintained and landscaped to form a buffer for the adjacent properties, there will be no negative impacts on the development or improvement of those properties. In fact the Church growth should actually enhance the adjacent property.

4. Does the site design include adequate public facilities and utilities? ■ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ■ Yes ☐ No

6. Please provide the following information:

☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

The Early Learning Center will be 23'-6" tall measured from surrounding grade. The exterior is brick masonry and the roof is architectural asphalt shingles.

The building is located between the present gym and the existing two story education building.

☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

The entire site is intensely landscaped and well maintained. The new ELC will include a continuation of that landscape design to include some areas of sod

and some shrubs along the perimeter with connections in between to the existing and proposed new play ground.

☐ Lighting:

New lighting on the building will be a the covered canopy entrance. All other site lighting already exists in the parking areas constructed in the previous phase.

☐ Hours of operation:

8 hours/day 5 days a week. Open for church service on Sunday

☐ Other conditions that are unique to the use of the property:

The school functions presently exists. This project improved the facilities such that safety and security for children and staff is enhanced.

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

The site is presently used for school operations so there will be no new activity different then the present use and should not cause

any noxious of offensive elements that may be detrimental to the public health, safety or general welfare.

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

Educating our young children is a primary focus to ensure a community longevity. This project provides state of the art enhancements

to better education at a very early age our future leaders.

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: St. Ignatius Parish, Mobile - Early Learning Center

Address: 3650 Springhill Ave. Mobile, AL 36608

Owner: Rev. W. Bry Shields, Archdiocese of Mobile

Address: 3704 Springhill Ave, Mobile AL Zip Code: 36608

Phone: 251-342-9221 Fax: _____ Email: shieldsb@mcgill-toolen.org

Authorized Agent: Clark, Geer, Latham & Associates c/o Thomas E. Latham, P.E.

Address: 3901 Springhill Ave, Mobile AL Zip Code: 36608

Phone: 251-344-7073 Fax: 251-343-9179 Email: tlatham@cglengineers.com

Contractor: Ben M. Radcliff Contractor, Inc.

Address: 3456 Halls Mill Rd. Mobile, AL Zip Code: 36693

Phone: 251-666-7252 Fax: 251-666-7364 Email: andrew@benradcliff.com

Civil Engineer: Clark, Geer, Latham & Associates c/o Thomas E. Latham, P.E.

Address: 3901 Springhill Ave, Mobile AL Zip Code: 36608

Phone: 251-344-7073 Fax: 251-343-9179 Email: tlatham@cglengineers.com

Architect: Quina Grundhoefer Architects c/o Carter Quina

Address: 400 West Romana Street, Pensacola, FL Zip Code: 32501

Phone: 850-433-5575 Fax: _____ Email: cquina@qgarchitects.com

Submitted by:

Signature: _____ Print: Thomas E. Latham, P.E.

Date: 10/26/2023 Affiliation to project/Organization: Authorized Agent/Civil Engineer

Applicant/Owner Authorization and Contact Information

Applicant: St. Ignatius Parish, Mobile

Full Address: 3704 Springhill Ave. Mobile, AL 36608

Telephone: (251)-342-9221

Email: shieldsb@mcgill-toolen.org

Owner: ST IGNATIUS PARISH, MOBILE

REV MSGR WILLIAM J. SKONERI, PRESIDENT
Owner Signature

10/31/23
Date

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, Rev. MSGR William J Skoneki, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 3650 Springhill Ave.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Thomas E. Latham, P.E. (CGL)	
Designee (1)	Designee (2)
tlatham@cglengineers.com	
Email	Email
251-344-7073	
Phone Number	Phone Number
Signature of Property Owner PRESIDENT	11/06/23
	Date

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, Rev. MSGR William J Skoneki, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of St. Ignatius Parish -Mobile, a corporation for the property located within the city limits of Mobile, Alabama at 3650 Springhill Ave.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Thomas E. Latham, P.E. (CGL) Designee (1)	 Designee (2)
tlatham@cglengineers.com Email	 Email
251-344-7073 Phone Number	 Phone Number
Wm J Skoneki PRESIDENT Signature of Company Owner	11/06/2023 Date

St. Ignatius Parish Legal Description

STATE OF ALABAMA

CITY OF MOBILE

LOT 1, RESUBDIVISION OF SAINT IGNATIUS PARISH SUBDIVISION, AS RECORDED IN MAP BOOK 125, PAGE 100 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

St Ignatius Catholic Church and School
3650 SpringHill Avenue
Mobile, Alabama

1.Proposal Alignment with Map for Mobile:
The proposed new Early Learning Center for St. Ignatius Catholic Church and School is a new 12,500 square foot single-story building to be constructed on a portion of the campus currently occupied by two residential type structures, modified for use as a Nursery. The site location for the new ELC is consistent with the goals and objectives of the Master Plan approved in 2018 by the Mobile Planning Commission.

Using the Map for Mobile: Framework for Growth Planning Initiative as our guide, the project maintains a strong neighborhood presence and connection and responds to the visual and functional needs of the public realm along the Spring Hill corridor. The ELC project expands on the existing campus setting and will be more welcoming and attractive. The project is an infill project that creates a high-quality design while maintaining a slight increase of student capacity. The new ELC will allow for 267 children which will result in a total student population of 650.

2.Proposal Compatibility with the Surrounding Neighborhood:

The new building is located in the central portion of the present Church and School campus and will have a minimal impact on the streetscape or the neighbors. The design of the single-story structure will maintain the architectural character of existing buildings with inspiration from the recently completed new Church building. Materials will include brick and gracious window openings. A sloped roof will be similar to other buildings on campus. The impact to the neighborhood should be very positive as the campus has been a landmark property in the area.

3.Proposal Impact on Adjacent Properties:

As the construction of the proposed new ELC is within the existing campus and is compatible with the approved Master Site Development Plan, there will be no impacts on adjacent properties. There will no new vehicular access points and no new parking. There were many positive impacts on the adjacent properties with the implementation of Sequence One for the new Church, some described as follows:

1. Reduced the number of curb cuts for vehicular access to Spring Hill Avenue.
2. Relocated the main entry drive further away from intersection of Spring Hill and Tuthill Lanes.
3. Improvements were made to sidewalks along Spring Hill Avenue.
4. ADA accessible curb cuts were installed at all sidewalks along Spring Hill Avenue.
5. Retained most of the many heritage oak trees on site.
6. Retained over 50% of the site in natural landscaped setting.
7. Placed new trees in appropriate street scape and site plan locations using Right Tree in the Right Place philosophy.
8. Modified the existing street lighting to further enhance the campus.
9. Reduced the amount of unused paving along Tuthill Lane.
10. Improved sidewalks along Tuthill Lane.
11. Installed ADA accessible curb cuts at all sidewalks along Tuthill Lane.
12. Installed new bike racks.
13. Installed new site parking with extensive landscaping.

400 West Romana Street ▪ Pensacola, Florida 32502
(850) 433 5575 (Fax) 433 5366 Email: qg@qgarchitects.com

14. The new site parking design included a through street improving vehicle ingress/egress.
15. The new site plan created a park like courtyard adjacent to the public right of way on Spring Hill.
16. The new Church building design was oriented towards street frontage and the public realm.
17. The new Church building was constructed of high quality, permanent materials.
18. The overall campus master plan is consistent and physically and visually links the campus.

6.Additional Information:

The new ELC is located in the center of campus and is 23 feet tall and will be brick exterior with sloped asphalt shingle roof. Windows to be aluminum framed with insulated glass.

New landscaping will follow the present master plan with oak trees and shrubs in the areas adjacent and around the building. Existing oak trees to remain where possible.

Hours of Operation is typically 12 to 14 hours per day.

The property is already used for a church and school and this proposal maintains those operations.

7. Proposal to minimize offensive elements:

The new ELC is a school for children and should not create any offensive elements of any nature and should not create any elements detrimental to public health or safety or general welfare.

8.Proposal in community interest:

The new ELC building will provide state-of-the-art facilities for day care and children's education. Many young families will benefit from the convenience of quality of care and education received at St. Ignatius. There is a need for quality children's educational facilities in most communities and it is well in the interest of the City of Mobile to allow for this new facility.

400 West Romana Street ▪ Pensacola, Florida 32502
(850) 433 5575 (Fax) 433 5366 Email: qg@qgarchitects.com

7. PROJECT DESCRIPTION

The proposed Master Plan for the St. Ignatius and School includes new construction, renovations and additions to existing buildings, and the demolition of several existing buildings. The intent of the project is to meet the present and long term needs of a well-established institutional facility located in the suburban neighborhood along Spring Hill Avenue.

St. Ignatius Church is located on approximately 13.27 acres (578,088 SF) at 3650 Spring Hill Avenue. Present zoning is R-1 and Parcel ID Number is 00439779/R022801123002915. The property has served as a Church and Catholic School since 1953. Church services were held in various locations until 1978 when the first phase of the church was constructed. Additional seating was added in 1991. The following is a list of existing buildings resulting from an assessment study completed in 2016.

New Church	**RECENT CONSTRUCTION**
Murray Building (2 story, Middle School K-6 education)	**RETAIN**
Gymnasium, Stage, Cafeteria, and Classroom Building	**RETAIN**
Education Building (2 story, Pre K, 7th and 8th grades)	**RETAIN**
Pre K 3 year olds	**RETAIN**
Mother's Day Out/Toddlers/Cribs	**DEMOLISH**
Mother's Day Out/2 year old	**DEMOLISH**
Marian Center (Parish Hall)	**RETAIN**
Old Church	**RETAIN**
Church Administration/Rectory (2 story)	**RETAIN**
Chapel	**RETAIN**
Frassati Youth Center	**RETAIN**

The present Church seats approximately 750 Parishioners. The Master Plan includes a new church of approximately the same capacity, seating 744. This Church was completed in 2021 and the Church Activity Building was demolished in that phase of work. The present School includes Early Learning and Mother's Day Out classes through 8th grade with a total capacity of 600 students and 32 teachers.

Early Learning Center (ELC): 40

PreK2: 36	PreK3: 50	PreK4: 45	Kindergarten: 39
1st Grade:: 47	2nd Grade: 39	3rd Grade: 49	4th Grade: 53
5th Grade: 52	6th Grade: 48	7th Grade: 45	8th Grade: 50

Total: 593 students present attendance

The Master Plan will allow for a slight increase (30 students) in the Early Learning program for a total capacity of 630 students and 35 teachers. The present site includes parking for 270 parking spaces. The Master Plan will include 266 parking spaces as well, including 4 handicap spaces.

PROJECT SEQUENCE ONE **September 2019 thru June 2021**

1. **Sequence One A:** Demolish the present south portion of the "Strip Mall", taking care to retain utilities to the site and to the north Strip Mall. The four rooms in the north Strip Mall will remain available for Church use during most of the new church construction. Demolish a portion of the existing parking area adjacent to the Education Building and Gym and create a temporary parking and drop off plan for the school and gym. This will allow the extent of the construction site to be created for the new church building. The existing church building will remain in operation through the new church construction period.
2. **Sequence One B:** Construct the new church building on the new site. The construction time for the church is about sixteen months. Consideration must be given for the timing of the addition to the existing church building intended to accommodate the connecting corridor, sacristy, bride's room, nursery, and restrooms. Relocation of existing church mechanical units is necessary for the connector. Demolish the north Strip Mall so that a portion of the new parking and driveway plan

may be constructed. Dedicate and occupy the new Church and deconsecrate the existing church building.

PROJECT SEQUENCE TWO **May 2024 thru March 2025**

3. **Sequence Two A:** The demolition of two existing buildings presently used for Mother's Day Out, both residential type construction to allow for the construction of a new single story Early Learning Center for the Church School grades K1 through K4. The existing Middle School building will remain and the existing building for Pre K 3 year olds will also remain and be used for Babies and Mother's Day Out. A new Pavilion with restrooms is also to be constructed.

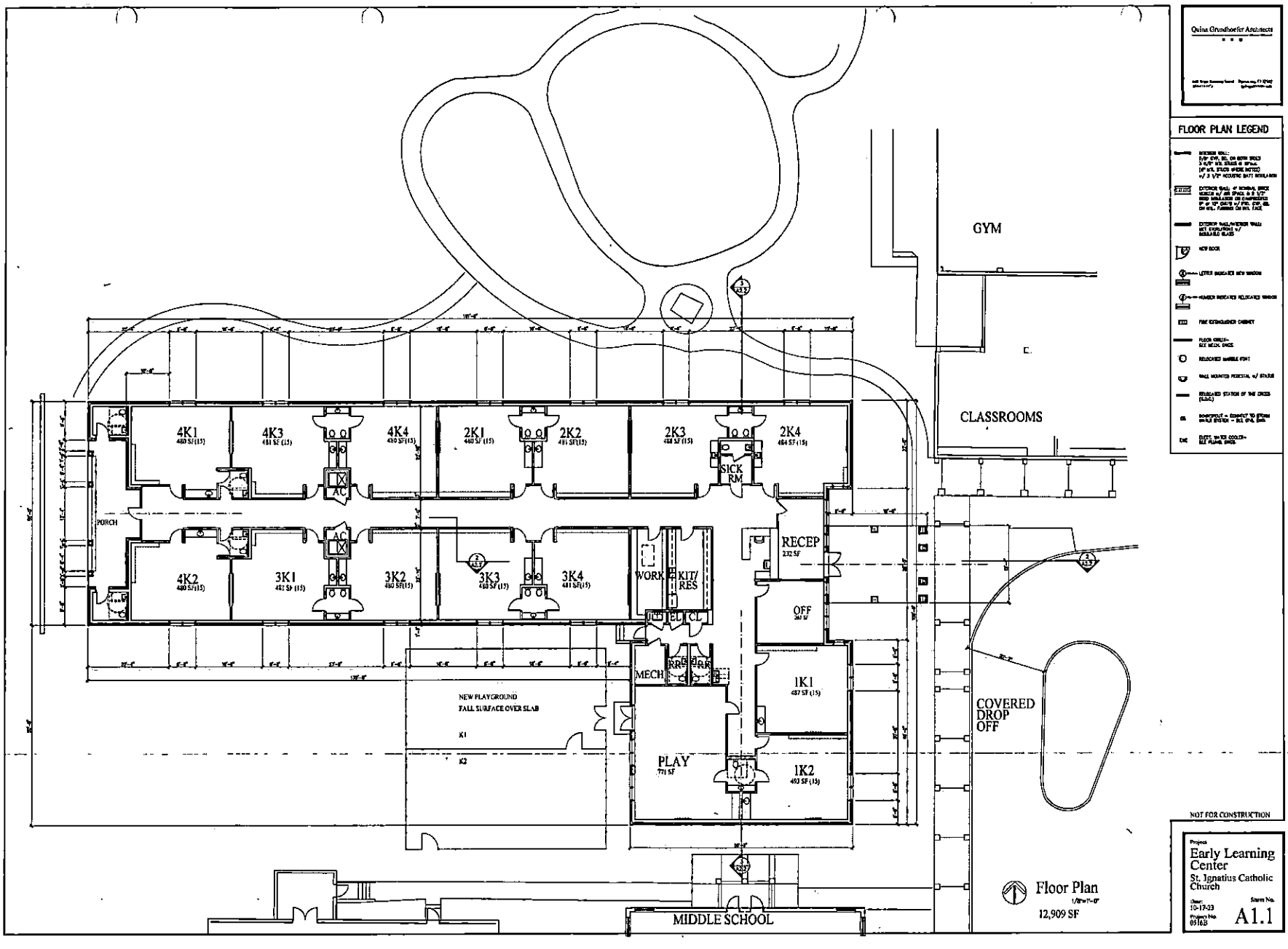
BUILDING HEIGHT **57 FEET CHURCH EAVE & 88 FEET CHURCH TOWER**
ALL OTHER BUILDINGS ARE LESS THAN 35 FEET

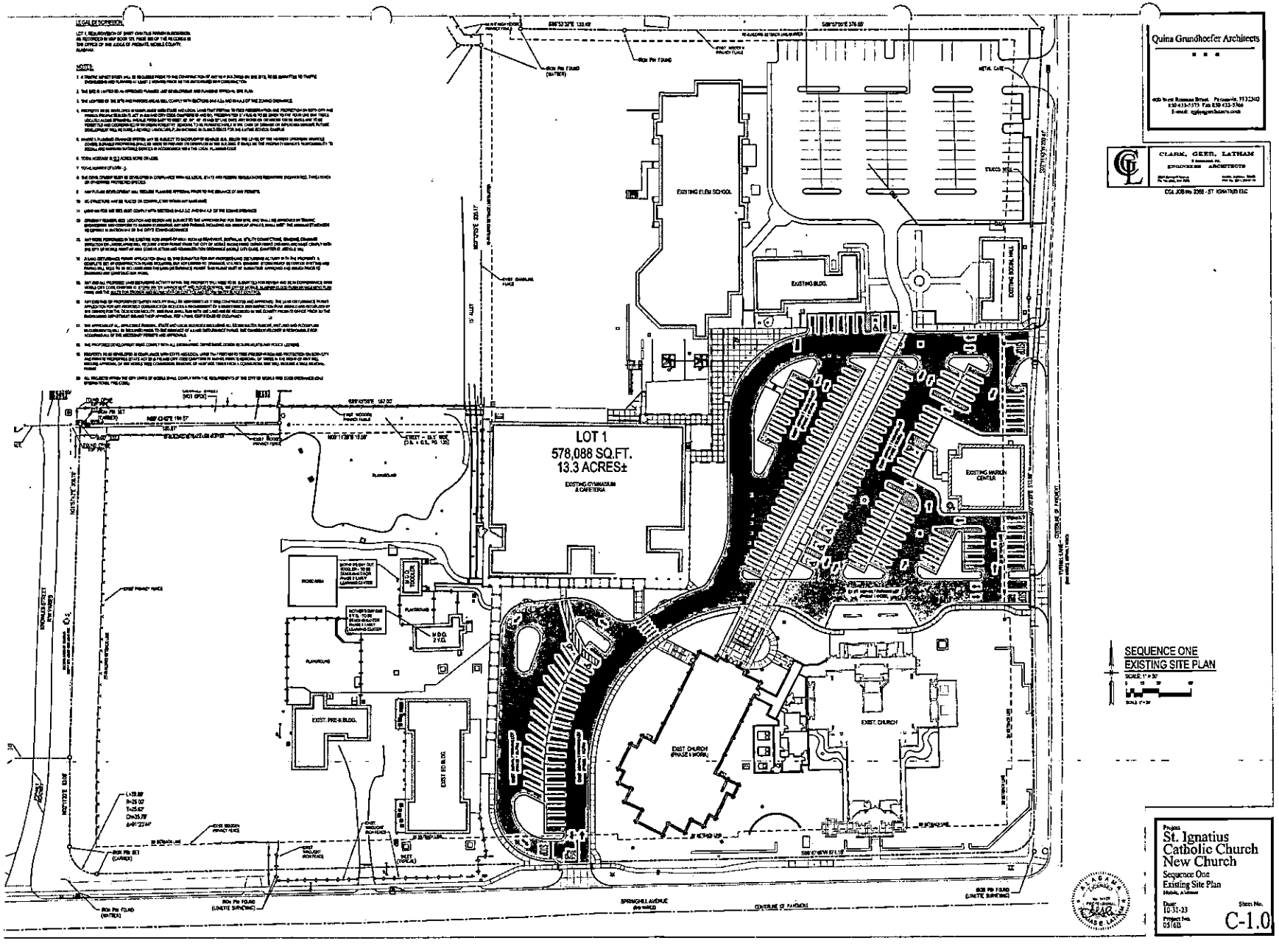
LAND USE STATISTICS

New Church (2021)	12,510 sf	2.2%	2,010 sf balcony
New Early Learning Center	12.525 sf	1.1%	
New Covered Pavilion	1,970 sf	.3%	
Old Church	13,175 sf	1.9%	
Middle School	6,800 sf flr 1	1.2%	6,800 sf flr 2
Marion Center	2,815 sf	.5%	
Gymnasium	24,415 sf	4.2%	
Murray Building	19,055 sf flr 1	3.3%	18,212 sf flr 2
Administration Building & Chapel	4,485 sf	.6%	2,825 sf
SUB TOTAL	**97,750 sf**		**29,847 sf**
TOTAL BUILDING AREA ALL FLOORS			**127,597 sf**
Asphalt Paving	approx. 124,890 sf	21.5%	
Concrete walks and pads	approx. 42,720 sf	7.4%	
Landscape Area	approx. 312,728 sf	51.4%	
TOTAL LAND USE	**578,088 sf**	**100%**	

PARKING STATISTICS

Church: Parking requires 1 space per 4 seats in Church
744/4 = 186 parking spaces required.
School: Parking requires 1 ½ space per teaching station.
38 x 1.5 = 57 spaces.
Total required 243
238 Provided.


GYM
CLASSROOMS
4K1
4K3
4K4
2K1
2K2
2K3
2K4
SICK RM
AC
PORCH
4K2
3K1
3K2
3K3
3K4
WORK
KIT/ RES
EL
CL
RECEP
232 SF
OFF
MECH
1K1
487 SF (15)
NEW PLAYGROUND
FALL SURFACE OVER SLAB
PLAY
771 SF
1K2
493 SF (15)
COVERED DROP OFF
MIDDLE SCHOOL
Floor Plan
12,909 SF
FLOOR PLAN LEGEND
NOT FOR CONSTRUCTION
Early Learning Center
St. Ignatius Catholic Church
10-17-23
A1.1

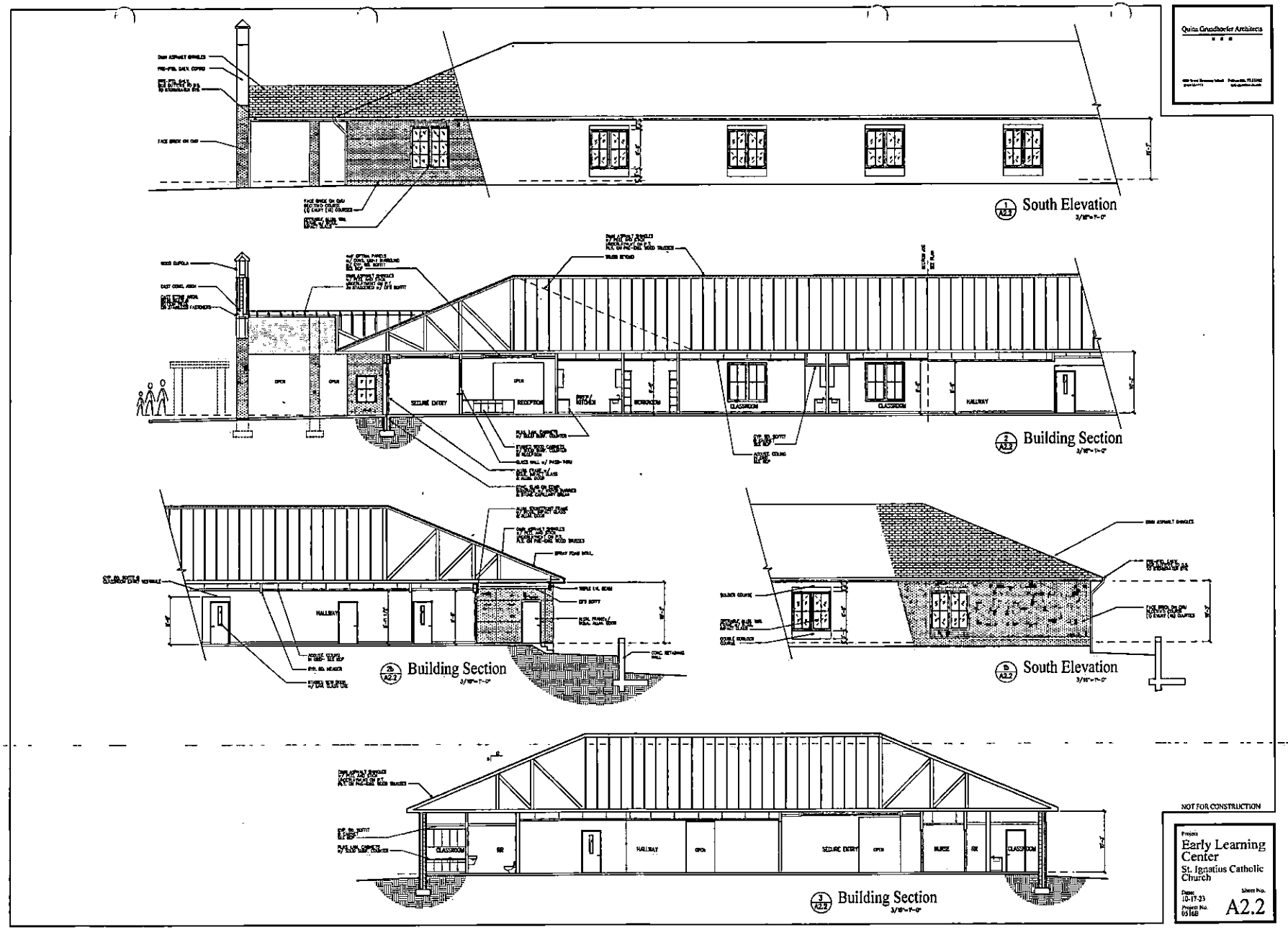


Quina Grundhoefer Architects
400 West Bonnee Street Pensacola, FL 32502
850-438-5575 Fax 850-433-9566
E-mail: qga@quinaarchitects.com

CLARK, GEER, LATHAM
ENGINEERS ARCHITECTS
CGL JOB No. 2008 - ST. IGNATIUS ESC

Project
St. Ignatius Catholic Church New Church
Sequence One
Existing Site Plan
Mobile, Alabama

Date 10-31-23
Project No. 05103
Sheet No. C-1.0

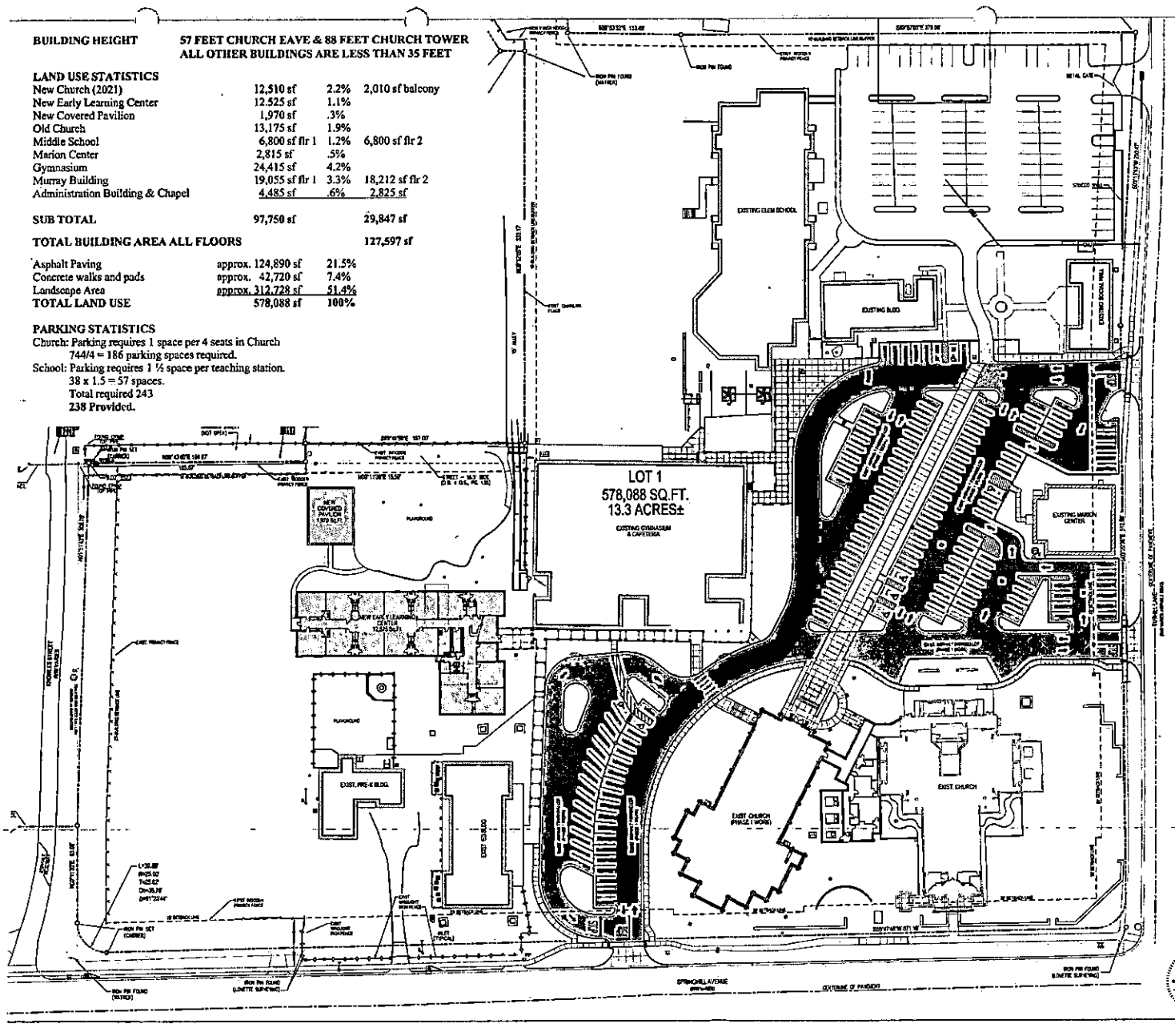

Quinn Grundhoefer Architects
South Elevation
Building Section
Building Section
South Elevation
Building Section
NOT FOR CONSTRUCTION
Project
Early Learning Center
St. Ignatius Catholic Church
Date
10-17-23
Project No.
0516B
Sheet No.
A2.2

BUILDING HEIGHT 57 FEET CHURCH EAVE & 88 FEET CHURCH TOWER
ALL OTHER BUILDINGS ARE LESS THAN 35 FEET

LAND USE STATISTICS

New Church (2021)	12,510 sf	2.2%	2,010 sf balcony
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744/4 = 186 parking spaces required.
School: Parking requires 1 ½ space per teaching station.
38 x 1.5 = 57 spaces.
Total required 243
238 Provided.



SEQUENCE TWO
PROPOSED PUD/PA SITE PLAN

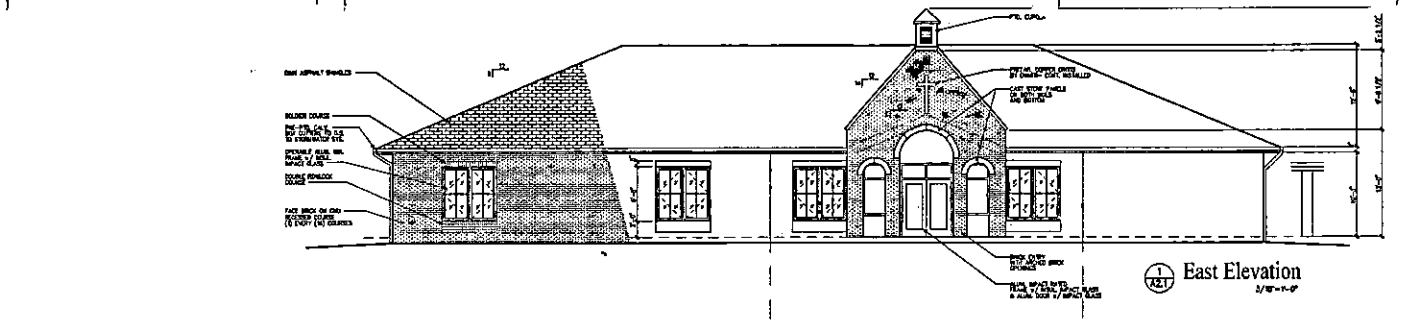
Quinn Grundhoefer Architects

CLARK, GEER, LATHAM Associates, Inc. ENGINEERS ARCHITECTS

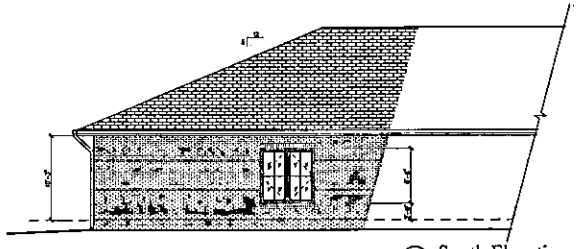
CGL JOB No. 2208 - ST. IGNATIUS ELC

Project
St. Ignatius Catholic Church New Church
Sequence Two
Proposed PUD/PA Site Plan

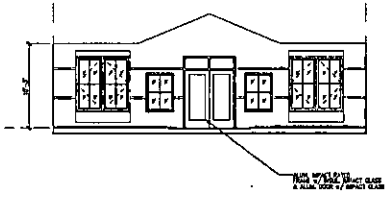
Date 10-31-23
Project No. 05169
Sheet No. C-2.0

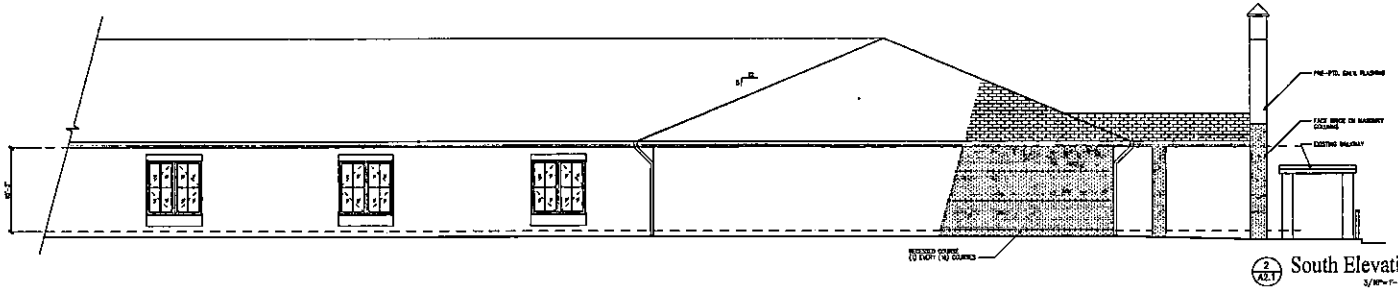


1 A2.1 East Elevation

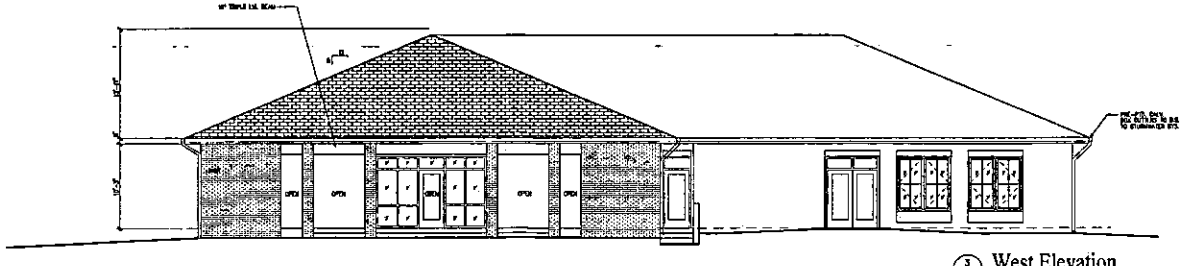


2 A2.1 South Elevation





2 A2.1 South Elevation



3 A2.1 West Elevation

Quinn Grundhofer Architects

NOT FOR CONSTRUCTION

Project
Early Learning Center
St. Ignatius Catholic Church

Date: 10-17-23
Project No. 0516M

Sheet No. A2.1

RISING SONS OF MT HEBREW
3750 SHEIPS LN
MOBILE, AL 36608

SPENCER LUCILE
925 KNOWLES LN
MOBILE, AL 36608

ST IGNATIUS PARISH,
MOBILE, CORPORATION
3704 SPRINGHILL AVE
MOBILE, AL 36608

HUNTER JACQUELINE M
1821 CHARLANDRA DR
MOBILE, AL 36695

BUTLER ESTER
861 KNOWLES ST
MOBILE, AL 36608

SAFFORD EARL SR
855 KNOWLES ST
MOBILE, AL 36608

OWEN OSWALD VINCENT &
AMORET CLARICE
713 KNOWLES LN
MOBILE, AL 36608

BLACKLEDGE CHARLES
709 KNOWLES LANE
MOBILE, AL 36608

WASHINGTON FREDDIE LEE
& DIAN G
3759 SPRINGHILL AVE
MOBILE, AL 36608

MERCHANT WILLIAM D &
LYNN K
3753 SPRINGHILL AVE
MOBILE, AL36608

MCALEER JOSEPH GUY &
MARY R
3748 SHEIPS LN
MOBILE, AL 36608

DELANEY JAMES ROSS
P O BOX 16126
MOBILE, AL 36616

SALISBURY MARGARET W
3730 CALDERWOOD DR
MOBILE, AL 36608

HARLESS SJON & JAMES II
3724 CALDERWOOD DR
MOBILE, AL 36608

FRIEDLANDER MARY ANN
3716 CALDERWOOD DR
MOBILE, AL 36608

ERDEMIR BULENT K &
MELISSA D
3712 CALDERWOOD DR
MOBILE, AL 36608

WILLIS JOSEPH THOMAS &
KATHLEEN MULROY WILLIS
3708 CALDERWOOD DR
MOBILE, AL 36608

FERGUSON JOHN N
3704 CALDERWOOD DR
MOBILE, AL 36608

OLSEN ROBERT C JR &
HELEN SAVAGE OLSEN
260 TUTHILL LN
MOBILE, AL 36608

ONEILL EMILY M
3675 SPRINGHILL AVE
MOBILE, AL 36608

ABHK LLC
P O BOX 70171
MOBILE, AL 36670

MUSCAT MICHAEL KENNY JR
3671 HAYFIELD PL LOT # B
MOBILE, AL 36608

FINKBOHNER PATRICK RYAN
& MARY W
P O BOX 2182
MOBILE, AL 36652

MCATEE SUZANNE Z
3666 HAYFIELD PL
MOBILE, AL 36608

MOSTELLAR JOHN
501 STIMRAD RD
MOBILE, AL 36610

HUTCHISSON ROSS E III &
EMILY O'N HUTCHISSON
3657 CHELSEA DR S
MOBILE, AL 36608

MCCRACKEN DEBRA K
600 TUTHILL LANE
MOBILE, AL 36608

WEEMS DAVID ANTHONY &
LINDSEY STAURDI WEEMS
609 CHELSEA DRIVE E
MOBILE, AL 36608

BRUNER GEORGE E JR &
JANICE G
608 TUTHILL LN
MOBILE, AL 36608

KNOWLES OLA MAE, OLA M
4959 TRENTON LN
MOBILE, AL 36693

SKINNER LULA MARIE
858 KNOWLES LN
MOBILE, AL 36608

WASHINGTON RUTH
855 MONTFORT RD W
MOBILE, AL 36608

ST IGNATIUS PARISH MOBILE ALABAMA NON PROFIT ORG.
400 GOVERNMENT ST
MOBILE, AL 36602

SMITH BARBARA K
912 KNOWLES ST
MOBILE, AL 36608

MCCONELL RONALD M & MARY A
3721 DUNSTAN CT
MOBILE, AL 36608

WALSH DAVID GUY
3709 TUDOR LANE S
MOBILE, AL 36608

HECKER TIMOTHY & DEVON HECKER
3705 TUDOR LN S
MOBILE, AL 36608

FIGURES NORMAN & MARILYN
3708 KIMBERLY CIR
MOBILE, AL 36608

SHOWS TANYA
603 TUTHILL LN
MOBILE, AL 36608

WOOD ALISON & NICHOLAS
711 KNOWLES LN
MOBILE, AL 36608

WALKER JACOB DANIEL & MARY ELLEN WALKER
3705 KIMBERLY CIR
MOBILE, AL 36608

ADAMS DAVID V & MARY KATHERINE ADAMS
3710 KIMBERLY CIR
MOBILE, AL 36608

STEELE DAVID FITZGERALD JR
3704 KIMBERLY CIR
MOBILE, AL 36608

JOHNSON RUSSELL DEAN & TAYLOR BARR JOHNSON
6074 TUTHILL LN
MOBILE, AL 36608

FOSHEE BRAGG D
3725 DUNSTAN CT
MOBILE, AL 36608

DOWNING GEORGE EDGAR III
3729 DUNSTAN CT
MOBILE, AL 36608

BOUTWELL DERICK & EMILY
3733 DUNSTAN CT
MOBILE, AL 36608

BECKMANN PAUL THOMAS & KELLI LYNN
602 TUTHILL LN
MOBILE, AL 36608

CONNICK KATHERINE EMERSON
12750 BROMLEY RD
STAPLETON, AL 36578

WOLF BRANDON J & CHELSEA L
3650 CHELSEA DR S
MOBILE, AL 36608

BLANKENSHIP JAMES E & AMANDA
3651 CHELSEA DR S
MOBILE, AL 36608

VALLEE JOE
21 EDGEFIELD RD
MOBILE, AL 36608

STUARDI ALOYSIUS EDWIN III
3671 HAYFIELD PL
MOBILE, AL 36608

DELANEY BRYAN C & NEILL O
3700 CALDERWOOD DR
MOBILE, AL 36608

WARREN EUGENE LEE II & KELLY RHODES
3720 CALDERWOOD DR
MOBILE, AL 36608

THOMAS ROBERT & CARLA
3750 SHEIPS LN
MOBILE, AL 36608

CLARK, GEER, LATHAM & ASSOCIATES
c/o THOMAS E. LATHAM, P.E.
3901 SPRING HILL AVE
MOBILE, AL 36608

Planning Commission
December 7, 2023

Agenda Item #: 6

MOD-002715-2023 & MOD-002716-2023

View additional details on this proposal and all application materials using the following link:

Applicant Materials for Consideration – Planned Unit Development Modification

Applicant Materials for Consideration – Planning Approval Modification

DETAILS

Location:
3650, 3704, 3708, & 3758 Spring Hill Avenue

Applicant / Agent:
Father Bry Shields, St. Ignatius Parish, Mobile

Property Owner:
St. Ignatius Parish Mobile Corporation

Current Zoning:
R-1, Single-Family Residential Suburban District

Future Land Use:
Institutional

Applicable Codes, Policies, and Plans:
- Unified Development Code
- Map for Mobile Comprehensive Plan

Schedule for Development:
- May 2024 thru March 2025

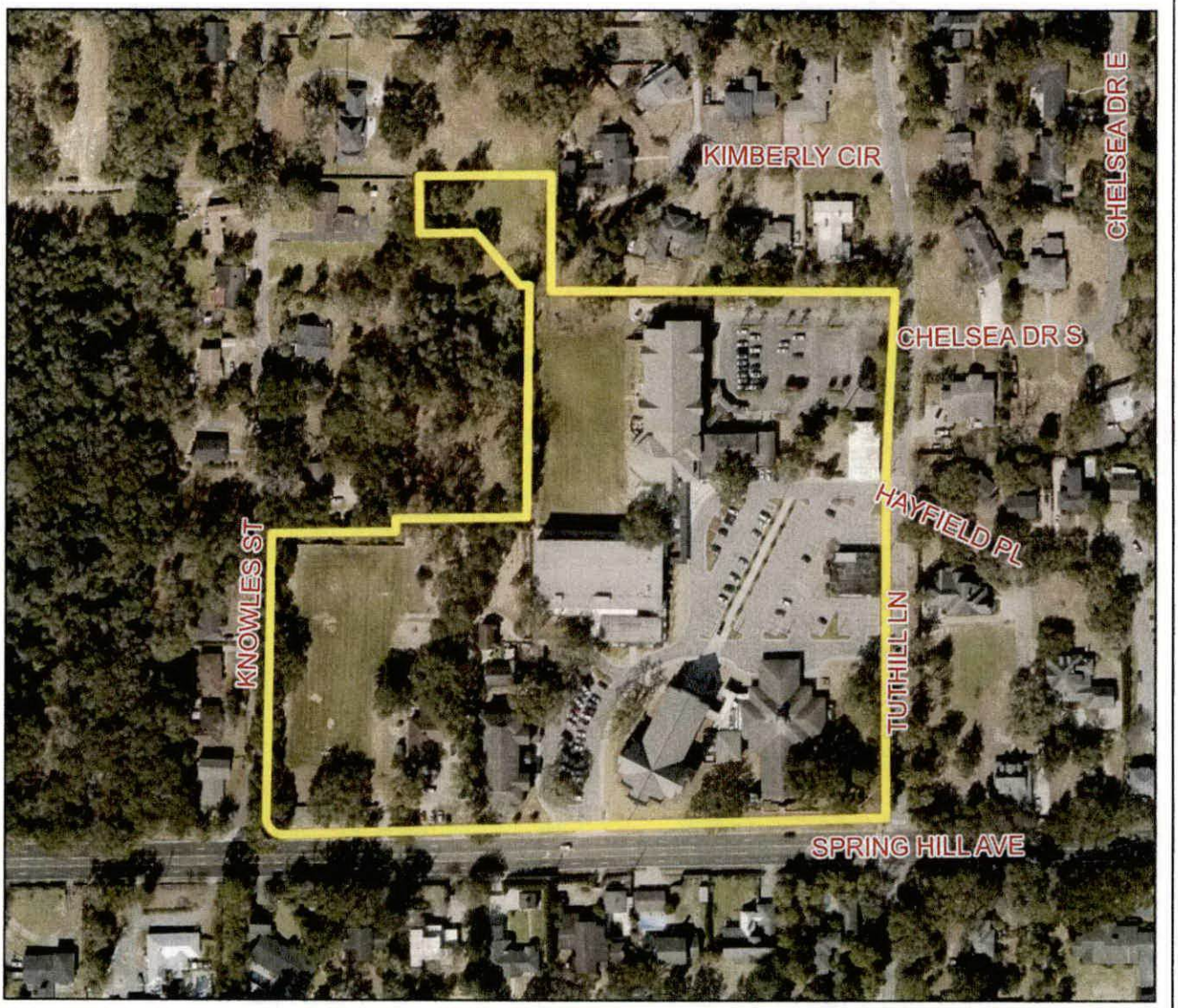
Proposal:
- Modification of a previously approved Planned Unit Development
- Modification of a previously approved Planning Approval

Considerations:
1. Modification of a previously approved Planned Unit Development with three (3) conditions; and
2. Modification of a previously approved Planning Approval with three (3) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 5
Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units.

APPLICATION NUMBER 6 DATE December 7, 2023

APPLICANT Father Bry Shields, St. Ignatius Parish, Mobile

REQUEST PUD Modification, PA Modification

N

NTS

SITE HISTORY

In August, 1985 the Board of Zoning Adjustment approved a Front Yard Setback Variance for an addition to the church.

Since 2000, the site has been the subject of numerous Planning Approvals (PAs) to allow a church and private school in an R-1 District, and Planned Unit Developments (PUDs) to allow multiple buildings on a single building site. The most recent of these applications were approved by the Planning Commission at its May 7, 2020 meeting to amend a previously approved Master Plan for an existing church and school in an R-1 District to allow an expansion of the site.

A Sidewalk Waiver was approved in June, 2011 to waive construction of a sidewalk along Knowles Street.

The site is currently a legal lot of record via Saint Ignatius Parish Subdivision, approved by the Commission at its June 20, 2019 meeting.

STAFF COMMENTS

Engineering Comments:

PLANNING APPROVAL:

No comments.

PUD:

ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.

6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Traffic Engineering is recommending this Modification is held over until the Traffic Impact Study noted in Sequence One Existing Site Plan is submitted to Traffic Engineering for the proposed new construction. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinkled commercial buildings, within 600' of sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

The subject site is developed as an existing church and private church school in an R-1, Single-Family Residential Suburban District. The applicant wishes to replace the existing Pre-K Toddler and 2-Year Old Mothers' Day Out facilities with a new one (1)-story Early Learning Center catering to various ages of Pre-K and Kindergarten children, and a covered pavilion. The existing facilities were approved in the most recent Planning Approval (PA) and Planned Unit Development (PUD) Master Plan amendments for the site heard by the Commission in May, 2020. As PAs and PUDs are site plan specific, and the proposed changes are not considered minor changes, the site is required to obtain Major Modification approvals in order to proceed with the construction.

All of the proposed improvements are contained within the existing boundaries of the school property. No new parking is proposed for the new facilities. Parking calculations based upon the UDC standards provided with the application indicate that all school uses of the site will require 76 parking spaces, and all church uses will require 51 parking spaces, for a total of 127 spaces. The site currently provides 236 parking spaces. It should be noted that Article 3, 64-3-12.A.5.(d)(3) of the UDC requires any parking spaces in excess of the minimum required number to have an Alternative Parking Surface. However, as the existing parking provided was approved under review based upon the previous Zoning Ordinance, the requirement of Alternative Paving Surface parking would not be appropriate.

It is unclear if the proposed additions to the site will result in the removal of any required trees. If trees are to be removed, the applicant should coordinate with staff to insure the site maintains compliance with the tree plans on file.

Finally, a note should be placed on both the PA and PUD site plans stating future development of the sites may require review by the Planning Commission, and approval from City Council.

PLANNING APPROVAL / PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.(5) states the following concerning Planning Approval / Planned Unit Development Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

    a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    b. Includes adequate public facilities and utilities;

5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

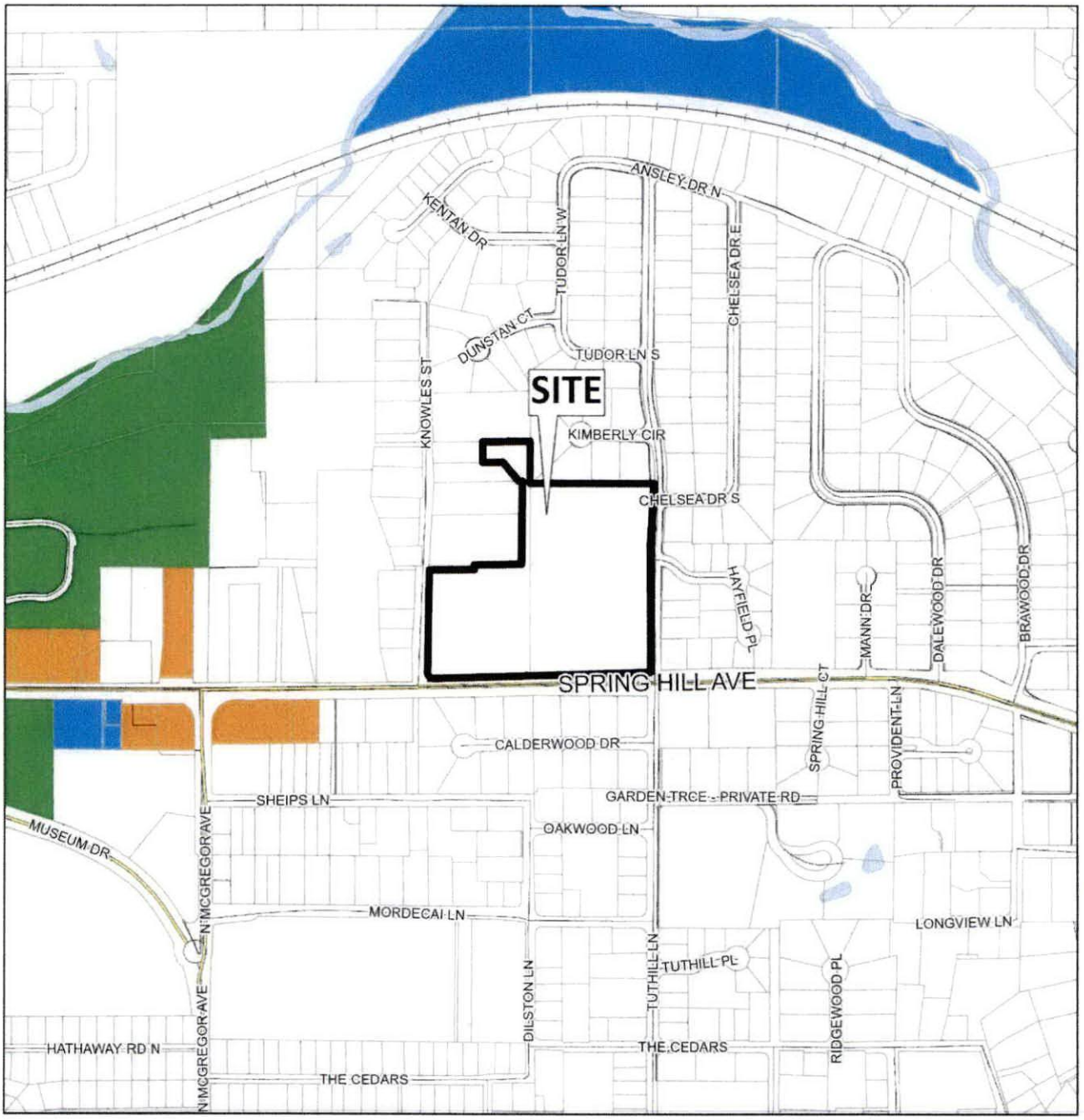
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planning Approval / Planned Unit Development, the following conditions should apply:

1. Placement of a note on both site plans stating future development of the sites may require review by the Planning Commission, and approval from City Council;
2. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development and Planning Approval site plans prior to the recording in Probate Court, and provision of a copy of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
3. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 6 DATE December 7, 2023

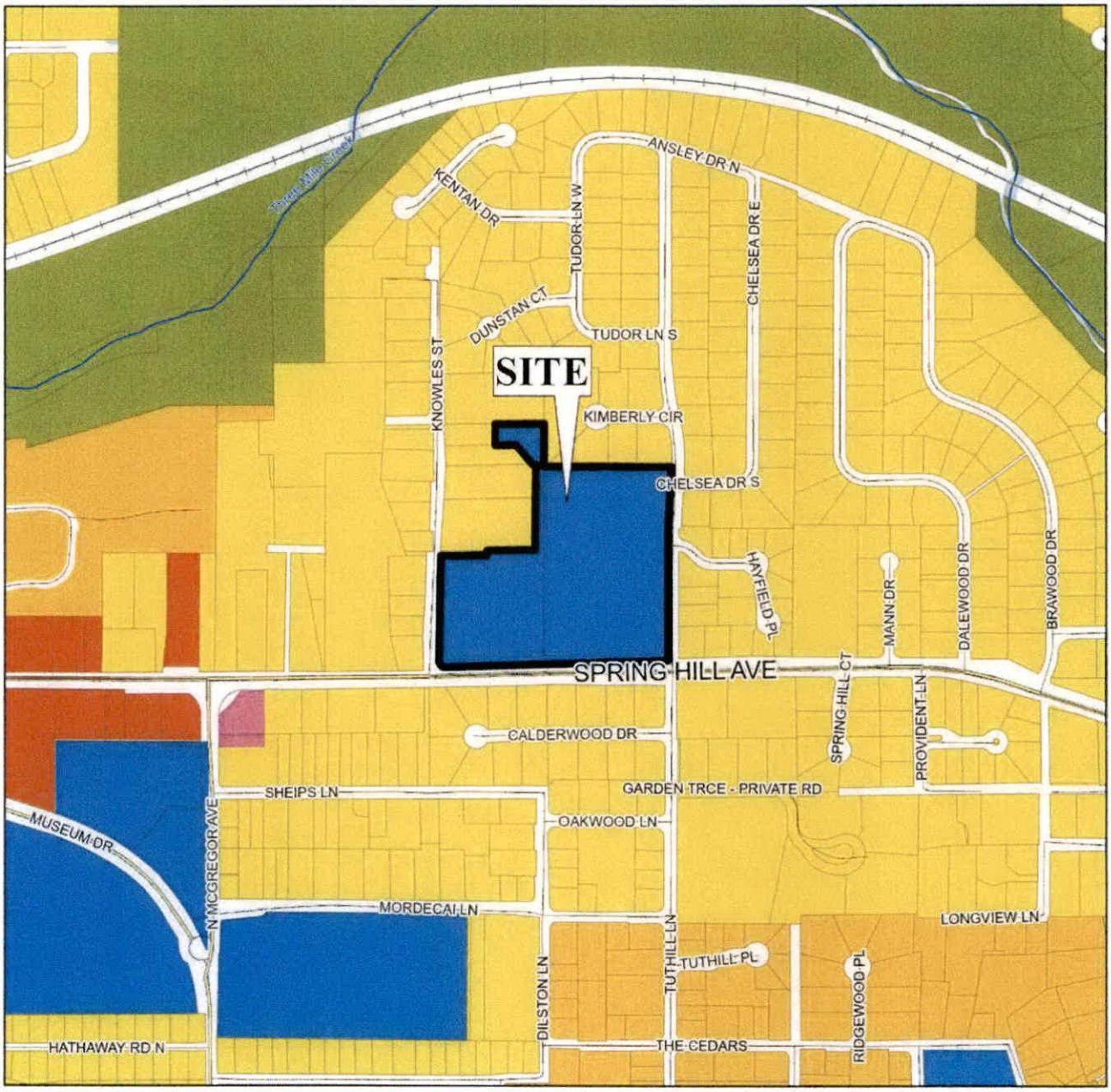
APPLICANT Father Bry Shields, St. Ignatius Parish, Mobile

REQUEST PUD Modification, PA Modification

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NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 6 DATE December 7, 2023

APPLICANT Father Bry Shields, St. Ignatius Parish, Mobile

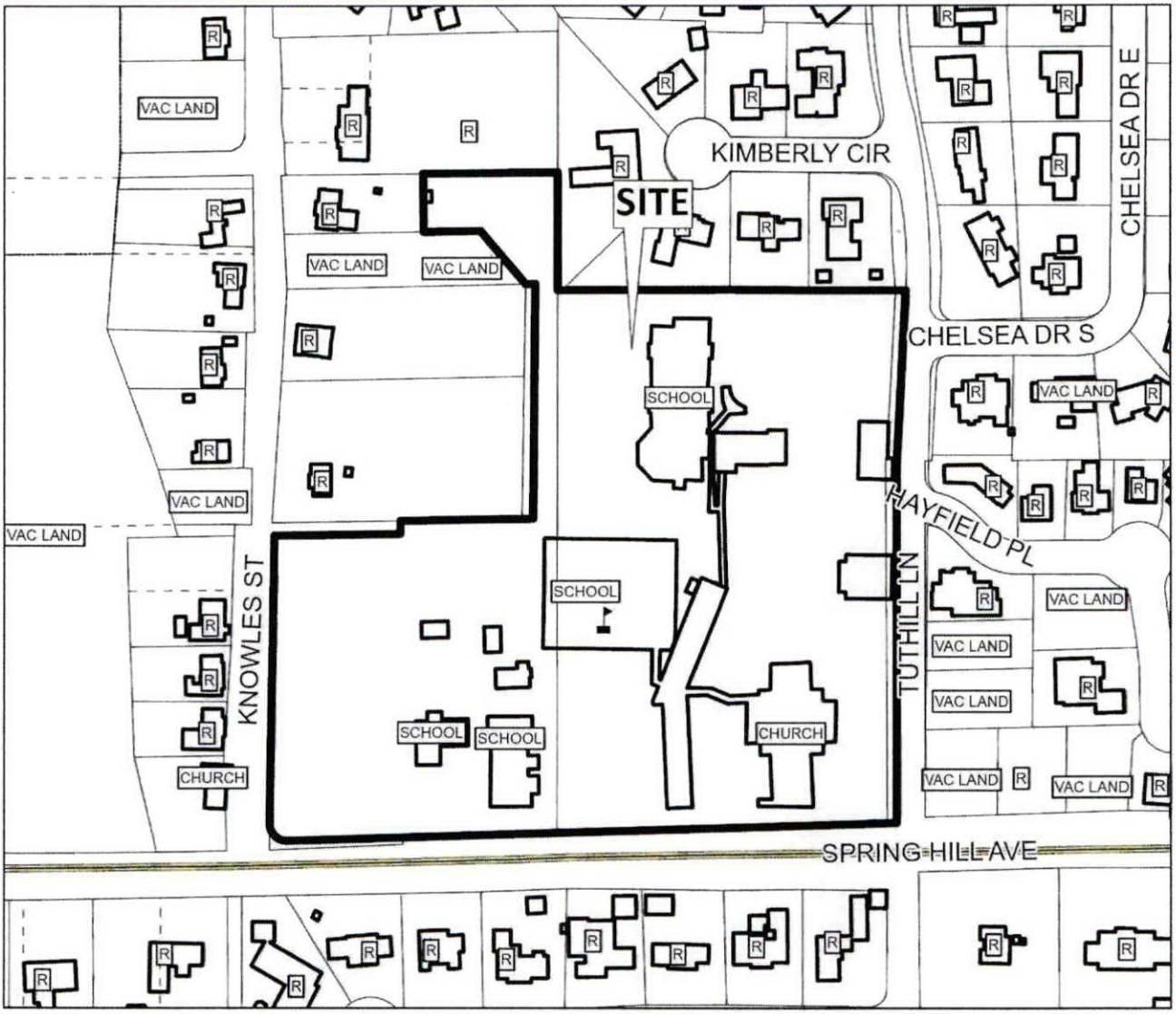
REQUEST PUD Modification, PA Modification

Low Density Residential	Neighborhood Center - Traditional	Downtown Waterfront	Parks & Open Space
Mixed Density Residential	Neighborhood Center - Suburban	Light Industry	Water Dependent
Downtown	Traditional Corridor	Heavy Industry	
District Center	Mixed Commercial Corridor	Institutional	

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units.

APPLICATION NUMBER 6 DATE December 7, 2023

APPLICANT Father Bry Shields, St. Ignatius Parish, Mobile

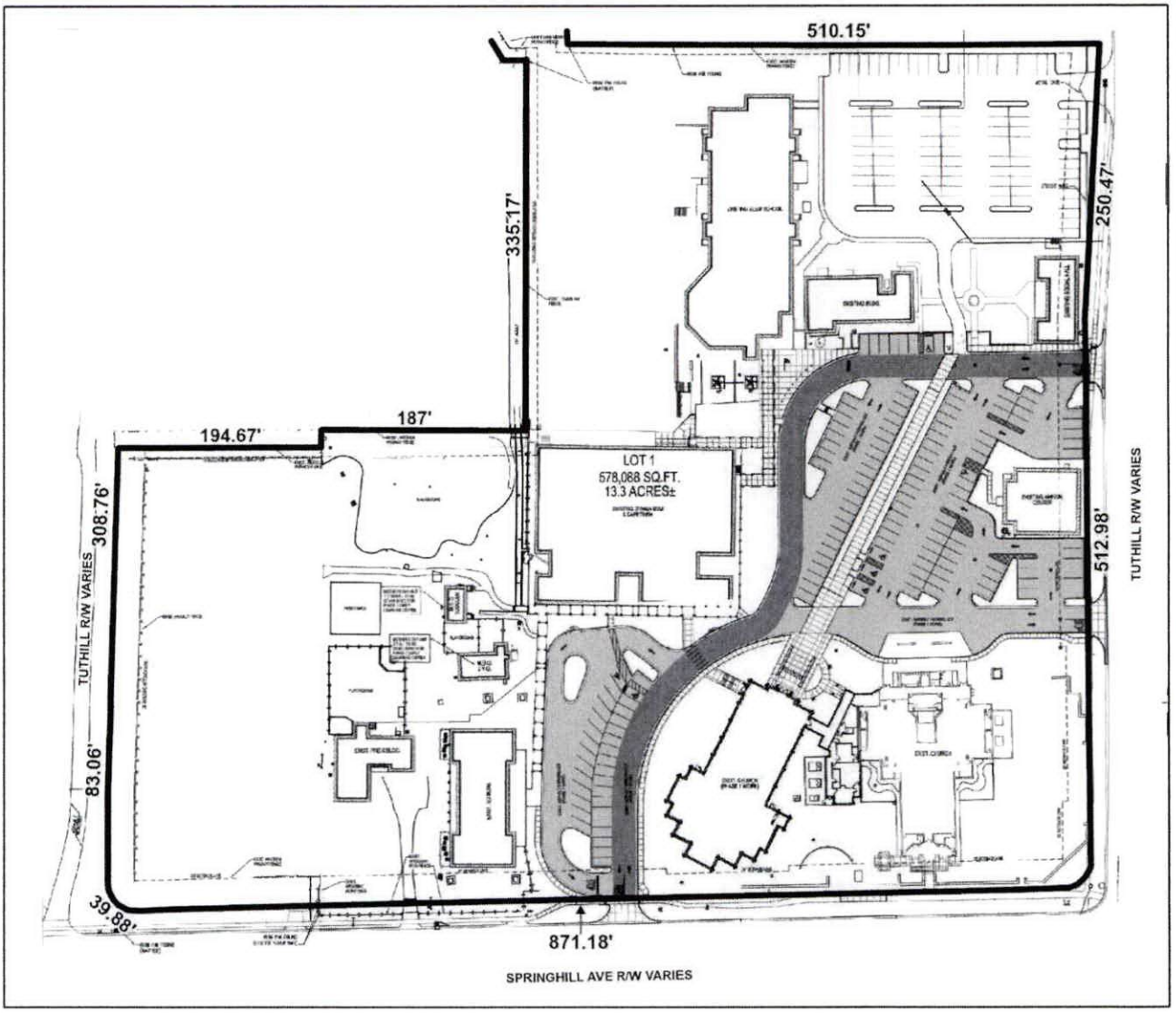
REQUEST PUD Modification, PA Modification

R-A R-3 B-1 B-2 B-5 ML I-2 OPEN T-3 T-5.2
R-1 R-B T-B B-3 CW MH PD SD T-4 T-6
R-2 H-B LB-2 B-4 MM I-1 MUN SD-WH T-5.1

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NTS

EXISTING SITE PLAN



The site plan illustrates the existing buildings.

APPLICATION NUMBER 6 DATE December 7, 2023

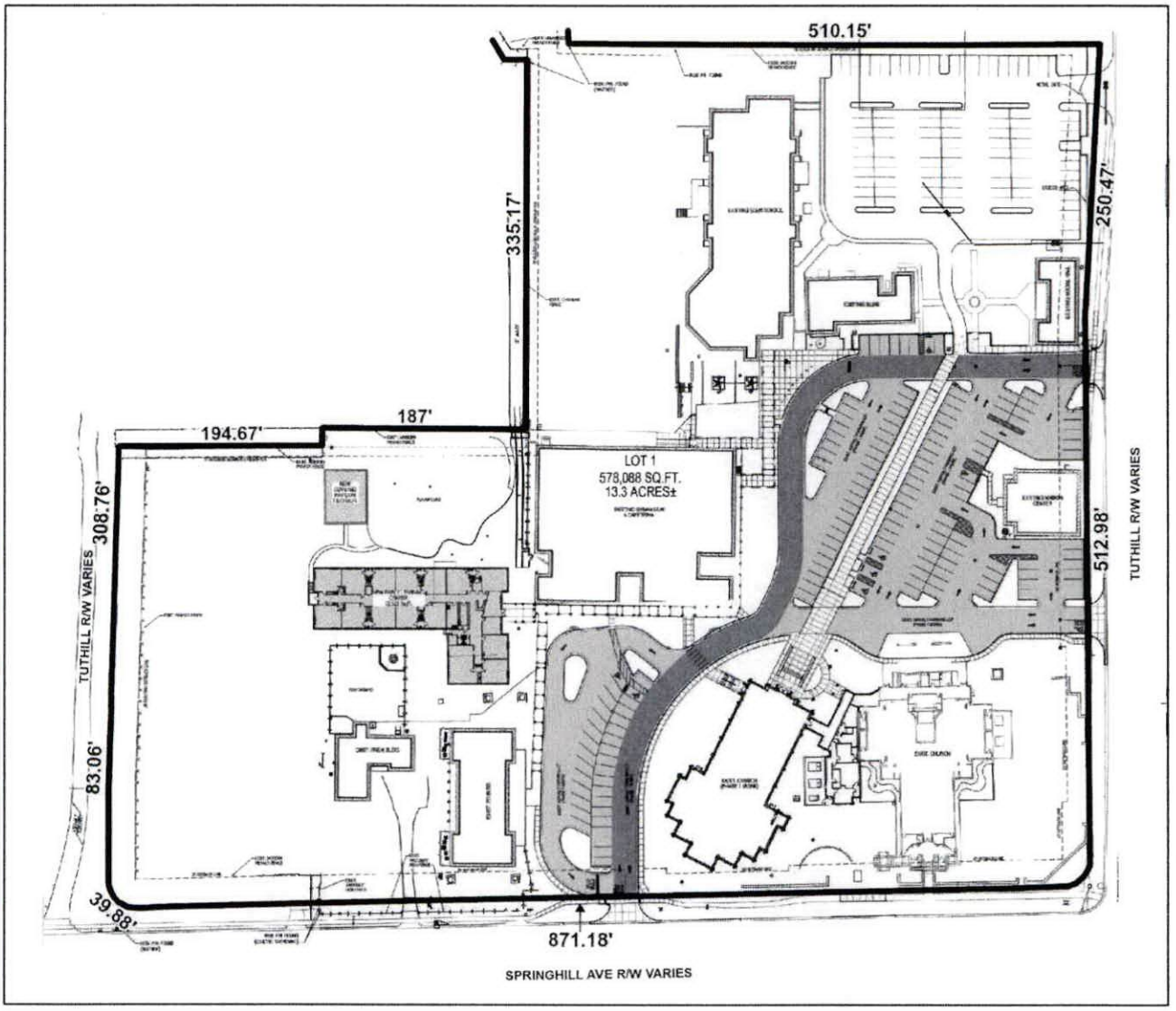
APPLICANT Father Bry Shields, St. Ignatius Parish, Mobile

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NTS

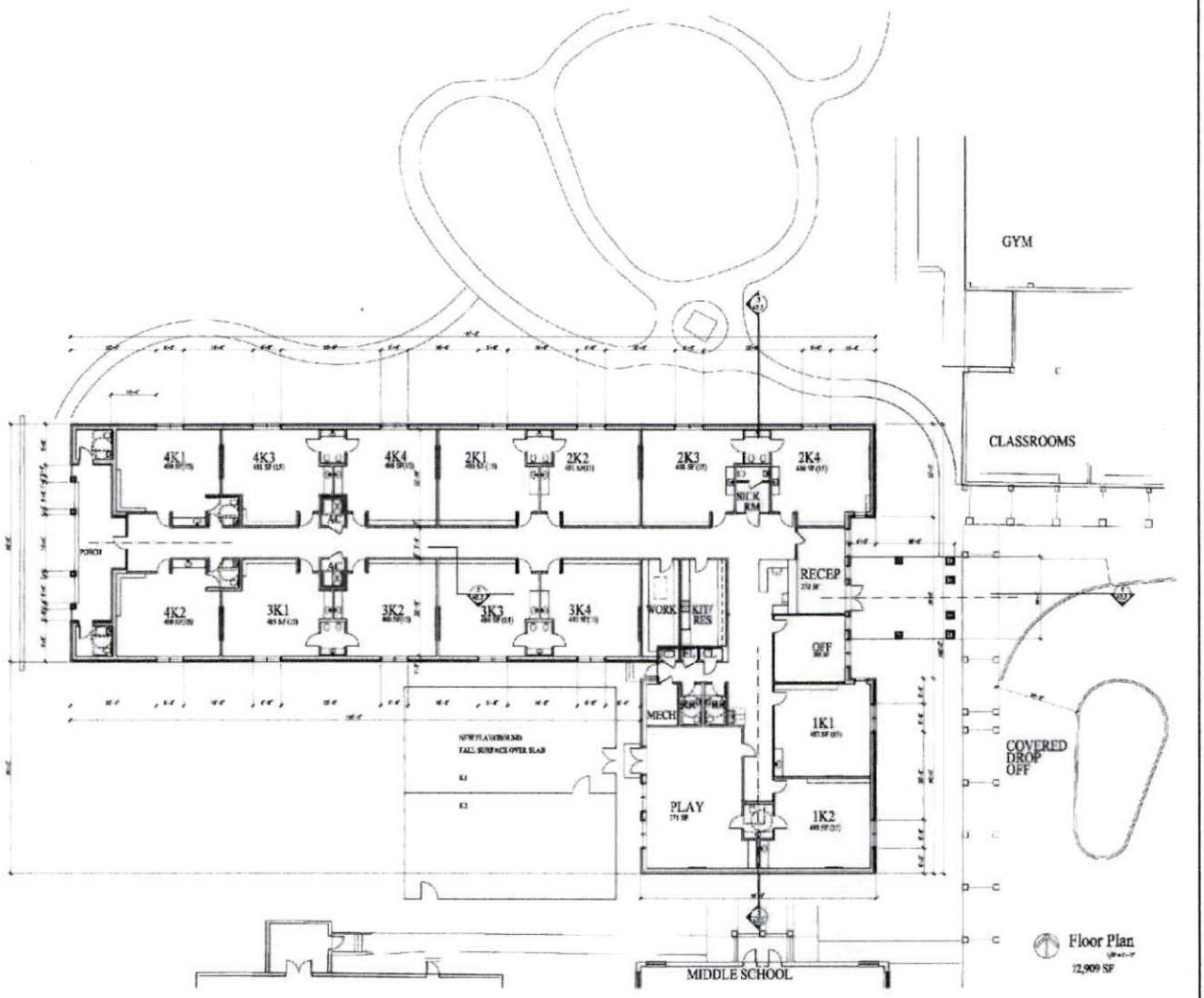
PROPOSED SITE PLAN



The site plan illustrates existing and proposed buildings.

APPLICATION NUMBER 6 DATE December 7, 2023 APPLICANT Father Bry Shields, St. Ignatius Parish, Mobile REQUEST PUD Modification, PA Modification	N NTS

DETAIL SITE PLAN



APPLICATION NUMBER 6 DATE December 7, 2023

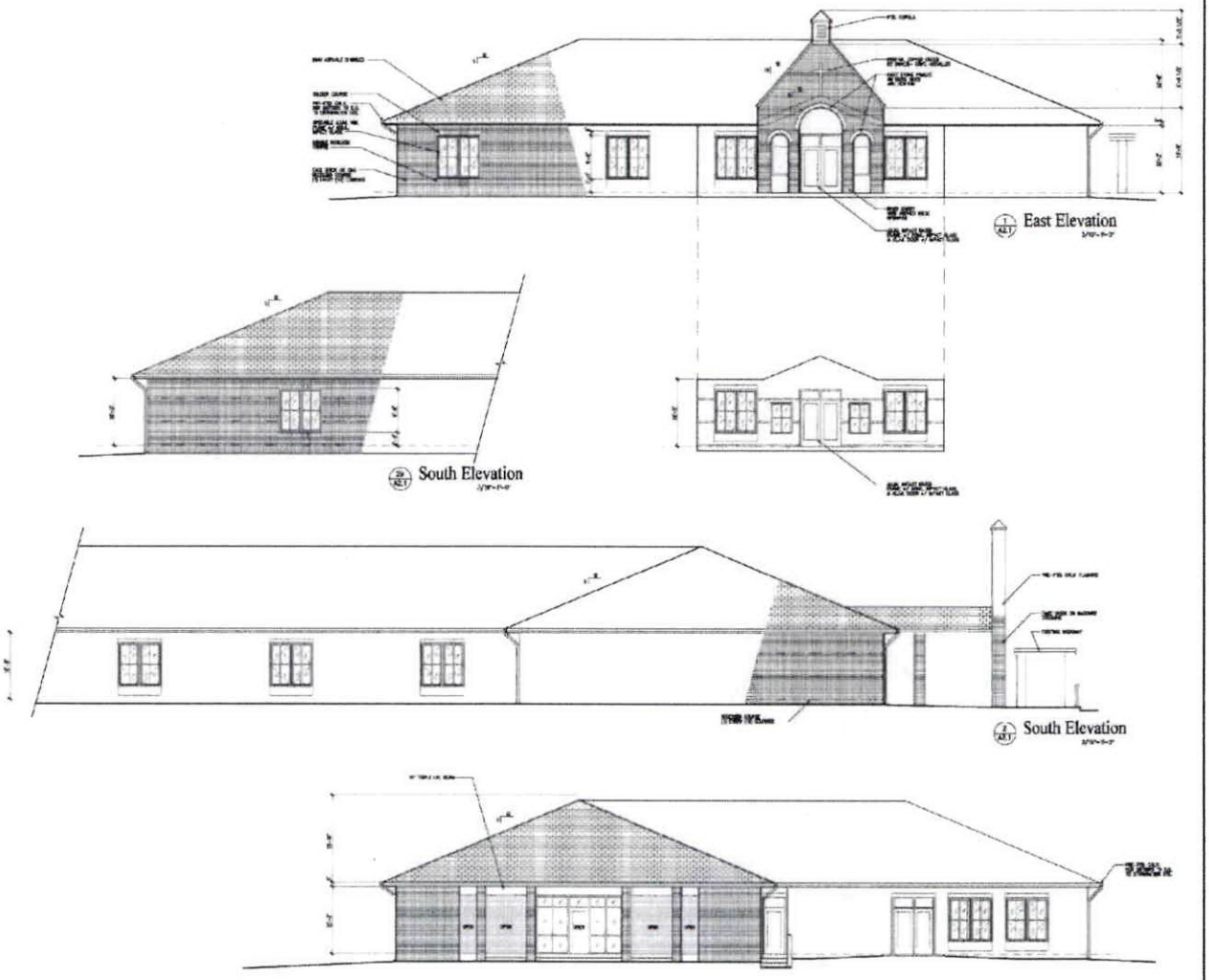
APPLICANT Father Bry Shields, St. Ignatius Parish, Mobile

REQUEST PUD Modification, PA Modification

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 6 DATE December 7, 2023

APPLICANT Father Bry Shields, St. Ignatius Parish, Mobile

REQUEST PUD Modification, PA Modification

N

NTS

ZONING DISTRICT CORRESPONDENCE MATRIX		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- ○ Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

Institutional Land Use (INS)

This designation includes land and buildings occupied by municipal and other governmental agencies for the exercise of their functions, to serve the public or provide a civic use or amenity. These include major libraries, airports, public schools and public safety facilities, but exclude parks and public open space which are identified under a separate land use classification (see below). Semi-public uses such as grammar and high schools, colleges and universities, hospitals, and other major institutions that serve the public and/or operate in a public function are included.

Note: Small-scale properties (less than 2 acres) accommodating subsidiary public and semi-public facilities, such as branch libraries, substations, satellite clinics, etc., may not be specifically called out in the FLUM under this land use designation, but may instead be considered part of the array of integrated complementary uses typically found in a residential neighborhood or a mixed-use center or corridor. The specific location and design of these complementary uses is subject to zoning.

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

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	1/2/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/2/2024 - 9:39 AM

41-024 **2023**

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed 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

AGENDA ITEM SUMMARY SHEET

Agenda of:1/2/2024

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	1/2/2024

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/2/2024 - 9:30 AM

41-025 **2023**

R E S O L U T I O N

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Adopted:

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City Clerk