



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, February 18, 2025, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Dr. Dan Taylor, Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

February 4, 2025

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Nakia Rankin for a waiver of the Noise Ordinance at 1215 Hercules Street

on March 3 - 4, 2025, from 10:00 a.m. - 10:00 p.m. (District 2).

Request of Timothy Boykin for a waiver of the Noise Ordinance at 503 Booker Street on March 1, 2025, from 3:00 p.m. - 7:00 p.m. (District 2).

Request of O'Daly's Irish Pub for a waiver of the Noise Ordinance at 564 Dauphin Street on February 22, 2025, from 9:00 p.m. - 1:00 a.m. (District 2).

Request of O'Daly's Irish Pub for a waiver of the Noise Ordinance at 564 Dauphin Street on March 2, 2025, from 4:00 p.m. - 1:00 a.m. (District 2).

Request of O'Daly's Irish Pub for a waiver of the Noise Ordinance at 564 Dauphin Street on March 4, 2025, from 11:00 a.m. - 1:00 a.m. (District 2).

Request of O'Daly's Irish Pub for a waiver of the Noise Ordinance at 564 Dauphin Street on March 15, 2025, from 2:00 p.m. - 1:00 a.m. (District 2).

Request of Julia Hatley for a waiver of the Noise Ordinance between Canal, Broad, and Washington Streets on March 29, 2025, from 11:00 a.m. - 3:30 p.m. (District 2).

10. PUBLIC HEARINGS

Public hearing to consider the proposed modification of a previously approved Planning Approval for property located at 6254 Howells Ferry Road (District 7).

Public hearing to consider the proposed modification of a previously approved Planning Approval for property located at 6208 Grotto Road (District 7).

Public hearing to consider the proposed modification of a previously approved Planned Unit Development for property located at 6208 Grotto Road (District 7).

11. ORDINANCES HELD OVER

34-004 Ordinance to Amend Article VI of Chapter 34, "Lodging Tax", of the Code of the City of Mobile (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

50-005 Determine whether the Mobile Tourism Improvement District should be continued, modified, or terminated (sponsored by Mayor Stimpson and Councilmember Carroll) (submitted by Lisa C. Lambert, City Clerk).

88-006 Authorize the conveyance of reversionary interest for land located on

Mordecai Lane which is not now needed for public or municipal purposes (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept.).

12. CIP RESOLUTIONS HELD OVER

01-135 Authorize agreement with Integrity Maintenance, LLC for Harmon Recreation Center HVAC; \$110,000.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

13. RESOLUTIONS HELD OVER

01-136 Authorize agreement with C. Roberds General Contractors, LLC for Africatown Welcome Center; \$4,633,000.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept.).

01-137 Authorize agreement with Fruit of the Spirit Athletics for professional services for Parks and Rec. Dept.; NTE \$100,000 per year (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-138 Approve award of item based bid for janitorial supplies (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-139 Approve purchase order to Arcadis U.S., Inc. for traffic video detection system for Traffic Engineering; \$17,263.36 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-140 Approve purchase order to Capital Tractor, Inc. for tractor with accessories for MPD Mounted Unit; \$38,670.26 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-141 Approve purchase order to Dogwood Productions, Inc. for City website hosting, livestreaming, and accessibility compliance for MIT; \$54,770.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-142 Approve purchase order to Granicus, LLC for one-year subscription to compliance software for Revenue; \$32,018.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-144 Approve purchase order to Remotec, Inc. for robot ground vehicle with control and accessories for MPD; \$446,815.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

14. ORDINANCES BEING INTRODUCED

64-007 Consider the proposed modification of a previously approved Planning Approval for property located at 6254 Howells Ferry Road (sponsored by Councilmember Gregory).

64-008 Consider the proposed modification of a previously approved Planning Approval for property located at 6208 Grotto Road (sponsored by Councilmember Gregory).

64-009 Consider the proposed modification of a previously approved Planned Unit Development for property located at 6208 Grotto Road (sponsored by Councilmember Gregory).

84-010 Ordinance authorizing the issuance of up to \$250,000,000.00 principal amount of general obligation warrants, series 2025A (sponsored by Mayor Stimpson) (submitted by Scott Collins Finance Dept.).

15. CONSENT RESOLUTIONS BEING INTRODUCED

03-160 Appoint Consuella Phillips to the Mobile City County Youth Council (sponsored by Councilmember Penn) (submitted by Lisa C. Lambert, City Clerk).

37-161 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Aldi 233; 1550 Government Street (sponsored by Councilmember Carroll).

46-162 Honorarily rename Golden Avenue to "Miller Hill Johnson Slater Way" (sponsored by Councilmember Penn).

60-163 Approve award of special bonus to the Administrative Services Employee of the Month; Boyce (sponsored by Mayor Stimpson) (submitted by Leslie Rey, Human Resources).

60-164 Approve award of special bonus to the Firefighter of the Month; Jeffrey (sponsored by Mayor Stimpson) (submitted by Chief Johnny Morris, MFRD).

60-165 Approve award of the Public Works Employee of the Month; Fischer (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Public Works Dept.).

60-166 Determine an appropriation to Gulf Coast Caribbean Carnival Association serves a public purpose and approve payment (sponsored by Councilmember Penn)

(submitted by Donna Bryars, Accounting Dept.).

60-167 Determine an appropriation to the Continuous Learning Center serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-168 Determine an appropriation to Mobile United serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-169 Determine an appropriation to Mobile United serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-170 Determine an appropriation to Mobile United serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

60-171 Determine an appropriation to Mobile United serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Accounting Dept.).

60-172 Determine an appropriation to Mobile United serves a public purpose and approve payment (sponsored by Councilmember Daves) (submitted by Donna Bryars, Accounting Dept.).

60-173 Determine an appropriation to Mobile United serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

60-174 Determine an appropriation to Mobile United serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

60-175 Determine an appropriation to Mothers Involved Against Gun Violence serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-176 Determine an appropriation to Mothers Involved Against Gun Violence serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

60-177 Determine an appropriation to Mothers Involved Against Gun Violence serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

60-178 Determine an appropriation to Africatown Community Development Corporation serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-179 Determine an appropriation, to be used as a performance contract, to All Things Africatown Community Corporation serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-180 Determine an appropriation to United Family Development Corporation serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-181 Determine an appropriation to Infirmary Foundation, Inc. serves a public purpose and approve payment (sponsored by Councilmember Daves) (submitted by Donna Bryars, Accounting Dept.).

60-182 Determine an appropriation to Kings Mill Homeowners Association serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

60-183 Determine an appropriation to Huntleigh Woods Community Club serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

60-184 Determine an appropriation to St. Paul's Episcopal School serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

09-203 Transfer funds from District 7 Discretionary account to Mobile Tennis Center account to assist with the Child Advocacy "Serve it Up" event (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

16. CIP RESOLUTIONS INTRODUCED

08-185 Approve purchase order to Putterman Athletics for noise guard panels for pickleball courts at Lavretta Park; \$21,432.53 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

17. RESOLUTIONS BEING INTRODUCED

01-186 Authorize Intergovernmental Agreement with Mobile County for improvements at West Mobile County Park; NTE \$2,000,000.00 (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-187 Approve item-based bids for outdoor power equipment (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-188 Approve purchase order to Airworx, LLC for drone kit for MFRD; \$48,455.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-189 Approve purchase order to Arena Fire Protection, Inc. for installation of new fire alarm system at 2900 Dauphin St.; \$16,565.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-190 Approve purchase order to Cellebrite, Inc. for annual renewal of forensic software for Gulf Coast Technology Center; \$359,092.07 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-191 Approve purchase order to Henry Schein, Inc. for reusable pulse oximeter sensors for MFRD; \$19,800.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-192 Approve purchase order to Jerry Pate Turf & Irrigation, Inc. for two rotary mowers for Azalea City Golf Course; \$188,381.28 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-193 Approve purchase order to Sunbelt Fire, Inc. for fire bunker gear, coats, pants, and leather boots for MFRD; \$93,660.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-194 Approve purchase order to TimeClock Plus, LLC for annual renewal of timekeeping software and maintenance for MIT; \$52,139.92 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-195 Authorize contract with AECOM Technical Service, Inc. for Congestion Management Program; \$300,000.00 (sponsored by Mayor Stimpson) (submitted by Jennifer White, Traffic Eng. Dept.).

21-196 Authorize contract with Kimley-Horn and Associates, Inc. for Congestion Management Program; \$300,000.00 (sponsored by Mayor Stimpson) (submitted by

Jennifer White, Traffic Eng. Dept.).

21-197 Authorize contract with Smith Mechanical Consulting and Design for mechanical improvements at the Convention Center; \$48,000.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

31-198 Authorize the Mayor to apply, accept and receive grant assistance from the Federal Emergency Management Agency in support of the Flood Mitigation Assistance program; \$450,000.00 (25% local match) (sponsored by Mayor Stimpson) (submitted by Lance Slater, Office of Resilience).

60-199 Authorize Settlement Agreement and Release of Claims; Grace (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-200 Authorize Settlement Agreement and Release of Claims; Marchand (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

21-403 Authorize contract with B. L. Harbert International, LLC for construction of new Mobile Arena; \$237,447,000.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Ricardo Woods, City Attorney and Carleen Stout-Clark, Deputy Director REAM).

18. CALL FOR PUBLIC HEARINGS

41-201 Call for public hearing to consider the vacation of City right-of-way located on Farnell Lane (scheduled for March 25, 2025) (District 5).

41-202 Call for public hearing to consider a vacation fee as a condition of the vacation of City right-of-way located on Farnell Lane (scheduled for March 25, 2025) (District 5).

19. ANNOUNCEMENTS



APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:

(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

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

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

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

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

Name of Applicant: Timothy Boykin

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-752-3590 Cell Number: 301-928-9794

Organization (if applicable) The Krewe of the Afro Port City Riders

Mailing Address of Applicant 503 Booker Street, Mobile, Al 36604

Telephone No. 251-752-3590 E-mail address kreweoftheafroportcityriders@gmail.com

Location or address of event where amplification will be used:

503 Booker Street, Mobile, Al 36604

Date of Event: 03/01/2025 Starting Time: 3:00 pm Ending Time 7:00 pm

(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Community Giveback Event

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

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk

P. O. Box 1827 Mobile, AL 36633

(251) 208-7411; Fax: (251) 208-7576

Or e-mail to: cityclerk@cityofmobile.org



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Name of Applicant: Corlem, LLC dba O'Dalys Irish Pub

PLEASE PRINT ALL INFORMATION

Home Phone Number: 205-253-6224 Cell Number: 251-401-6214

Organization (if applicable) _____

Mailing Address of Applicant 564 Dauphin St Mobile, AL 36602

Telephone No. 205-253-6224 E-mail address Kelsey@odalysirishpub.com

Location or address of event where amplification will be used:

564 Dauphin St Mobile, AL 36602

Date of Event: 02-22-2025 Starting Time: 9PM Ending Time 1AM

(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Band on outdoor stage after Mardi Gras Parades

Do you plan to sell alcohol at this event? ☒ YES ☐ NO

Music containing obscene language or profanity is prohibited

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Name of Applicant: Corlem, LLC dba O'Dalys Irish Pub

PLEASE PRINT ALL INFORMATION

Home Phone Number: 205-253-6224 Cell Number: 251-401-6214

Organization (if applicable) _____

Mailing Address of Applicant 564 Dauphin St Mobile, AL 36602

Telephone No. 205-253-6224 E-mail address Kelsey@odalysirishpub.com

Location or address of event where amplification will be used:

564 Dauphin St Mobile, AL 36602

Date of Event: 03-02-2025 Starting Time: 4PM Ending Time 1AM

(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Band on outdoor stage for Joe Cain Sunday

Do you plan to sell alcohol at this event? ☒ YES ☐ NO

Music containing obscene language or profanity is prohibited

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

Name of Applicant: Corlem, LLC dba O'Dalys Irish Pub

PLEASE PRINT ALL INFORMATION

Home Phone Number: 205-253-6224 Cell Number: 251-401-6214

Organization (if applicable) _____

Mailing Address of Applicant 564 Dauphin St Mobile, AL 36602

Telephone No. 205-253-6224 E-mail address Kelsey@odalysirishpub.com

Location or address of event where amplification will be used:

564 Dauphin St Mobile, AL 36602

Date of Event: 03-04-2025 Starting Time: 11AM Ending Time 1AM

(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Band/DJ outdoors for Fat Tuesday

Do you plan to sell alcohol at this event? ☒ YES ☐ NO

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk

P. O. Box 1827 Mobile, AL 36633

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

Name of Applicant: Corlem, LLC dba O'Dalys Irish Pub

PLEASE PRINT ALL INFORMATION

Home Phone Number: 205-253-6224 Cell Number: 251-401-6214

Organization (if applicable) _____

Mailing Address of Applicant 564 Dauphin St Mobile, AL 36602

Telephone No. 205-253-6224 E-mail address Kelsey@odalysirishpub.com

Location or address of event where amplification will be used:

564 Dauphin St Mobile, AL 36602

Date of Event: 03-15-2025 Starting Time: 2PM Ending Time 1AM

(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Band on outdoor stage for St Patty's Day Celebration

Do you plan to sell alcohol at this event? ☒ YES ☐ NO

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk

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

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

Name of Applicant: Julia Hatley

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 205-886-0200

Organization (if applicable) American Cancer Society, Inc.

Mailing Address of Applicant 1100 Ireland Way, Suite 300, Birmingham, AL 35205

Telephone No. 800-227-2345 E-mail address jhatley8@gmail.com

Location or address of event where amplification will be used:

Canal Street between Broad Street and Washington Street

Date of Event: March 29, 2025 Starting Time: 11:00 a.m. Ending Time 3:30 p.m.

(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Fundraiser for the American Cancer Society

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

Music containing obscene language or profanity is prohibited

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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
for Property located at 6254 Howells Ferry Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted January 14, 2025, a public hearing will be held on the 18th day of February, 2025, at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a previously approved Planning Approval for property located at 6254 Howells Ferry Road to allow a church in an R-1, Single-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 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 November 21, 2013 to allow a church in an R-1, Single-Family Residential Suburban District, on property located at 6254 Howells Ferry Road and described as follows:

LOT 1, REDEEMED COMMUNITY CHURCH SUBDIVISION, AS RECORDED IN MAP BOOK 132 PAGE 92, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA

WHEREAS, the owner of said property applied for a Major Modification of the Planning Approval on October 22, 2024, allowing a church in an R-1, Single-Family Residential Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on December 19, 2024 and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Revision of the site plan to provide the hours of operation for the after-school care and summer camp services, along with the maximum number of children and the number of employees;
2. Retention of the required tree planting and landscape area calculations on the final site plan;
3. Revision of the site plan to depict compliance with the off-street parking requirements for all uses of the site;
4. Retention of a note on the final site plan regarding the church's use of a private waste removal service;
5. Revision of a note on the final site plan stating the site shall continue to comply with the parking lot lighting requirements of Section 64-3-9.C. of Article 3 of the UDC;

6. Provision of a note on the final site plan stating future development or redevelopment of the property, or any changes to the scope of operations, including hours of operation, number of children, etc. may require approval by the Planning Commission and City Council;
7. Compliance with all Engineering comments noted in the staff report;
8. Compliance with all Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report;
10. Compliance with all Fire Department comments noted in the staff report;
11. Provision of revised Planning Approval site plan for review by Planning and Zoning prior to recording, and provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
12. 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. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration 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. Revision of the site plan to provide the hours of operation for the after-school care and summer camp services, along with the maximum number of children and the number of employees;
2. Retention of the required tree planting and landscape area calculations on the final site plan;
3. Revision of the site plan to depict compliance with the off-street parking requirements for all uses of the site;
4. Retention of a note on the final site plan regarding the church's use of a private waste removal service;
5. Revision of a note on the final site plan stating the site shall continue to comply with the parking lot lighting requirements of Section 64-3-9.C. of Article 3 of the UDC;
6. Provision of a note on the final site plan stating future development or redevelopment of the property, or any changes to the scope of operations, including hours of operation, number of children, etc. may require approval by the Planning Commission and City Council;
7. Compliance with all Engineering comments noted in the staff report;

8. Compliance with all Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report;
10. Compliance with all Fire Department comments noted in the staff report;
11. Provision of revised Planning Approval site plan for review by Planning and Zoning prior to recording, and provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
12. 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 synopsisized 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 18th day of February, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 22nd day of January, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **6254 Howells Ferry Road**. The proposed amendment will modify a Planning Approval that was approved for said location on November 21, 2013. The owner of said property has applied for a Major Modification of the Planning Approval allowing a church in an R-1, Single-Family Residential Suburban District. If approved, the major modification allowing a church in an R-1, Single-Family Residential Suburban District is subject to the following proposed conditions: 1. Revision of the site plan to provide the hours of operation for the after-school care and summer camp services, along with the maximum number of children and the number of employees; 2. Retention of the required tree planting and landscape area calculations on the final site plan; 3. Revision of the site plan to depict compliance with the off-street parking requirements for all uses of the site; 4. Retention of a note on the final site plan regarding the church's use of a private waste removal service; 5. Revision of a note on the final site plan stating the site shall continue to comply with the parking lot lighting requirements of Section 64-3-9.C. of Article 3 of the UDC; 6. Provision of a note on the final site plan stating future development or redevelopment of the property, or any changes to the scope of operations, including hours of operation, number of children, etc. may require approval by the Planning Commission and City Council; 7. Compliance with all Engineering comments noted in this staff report; 8. Compliance with all Traffic Engineering comments noted in this staff report; 9. Compliance with all Urban Forestry comments noted in this staff report; 10. Compliance with all Fire Department comments noted in this staff report; 11. Provision of revised Planning Approval site plan for review by Planning and Zoning prior to recording, and provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and, 12. 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 November 21, 2013 to allow a church in an R-1, Single-Family Residential Suburban District, on property located at 6254 Howells Ferry Road and described as follows:

LOT 1, REDEEMED COMMUNITY CHURCH SUBDIVISION, AS RECORDED IN MAP BOOK 132 PAGE 92, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA

WHEREAS, the owner of said property applied for a Major Modification of the Planning Approval on October 22, 2024, allowing a church in an R-1, Single-Family Residential Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on December 19, 2024 and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Revision of the site plan to provide the hours of operation for the after-school care and summer camp services, along with the maximum number of children and the number of employees;
2. Retention of the required tree planting and landscape area calculations on the final site plan;
3. Revision of the site plan to depict compliance with the off-street parking requirements for all uses of the site;
4. Retention of a note on the final site plan regarding the church's use of a private waste removal service;
5. Revision of a note on the final site plan stating the site shall continue to comply with the parking lot lighting requirements of Section 64-3-9.C. of Article 3 of the UDC;
6. Provision of a note on the final site plan stating future development or redevelopment of the property, or any changes to the scope of operations, including hours of operation, number of children, etc. may require approval by the Planning Commission and City Council;
7. Compliance with all Engineering comments noted in the staff report;
8. Compliance with all Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report;
10. Compliance with all Fire Department comments noted in the staff report;
11. Provision of revised Planning Approval site plan for review by Planning and Zoning prior to recording, and provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
12. 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. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration 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. Revision of the site plan to provide the hours of operation for the after-school care and summer camp services, along with the maximum number of children and the number of employees;
- 2. Retention of the required tree planting and landscape area calculations on the final site plan;
- 3. Revision of the site plan to depict compliance with the off-street parking requirements for all uses of the site;
- 4. Retention of a note on the final site plan regarding the church's use of a private waste removal service;
- 5. Revision of a note on the final site plan stating the site shall continue to comply with the parking lot lighting requirements of Section 64-3-9.C. of Article 3 of the UDC;
- 6. Provision of a note on the final site plan stating future development or redevelopment of the property, or any changes to the scope of operations, including hours of operation, number of children, etc. may require approval by the Planning Commission and City Council;
- 7. Compliance with all Engineering comments noted in the staff report;
- 8. Compliance with all Traffic Engineering comments noted in the staff report;
- 9. Compliance with all Urban Forestry comments noted in the staff report;
- 10. Compliance with all Fire Department comments noted in the staff report;
- 11. Provision of revised Planning Approval site plan for review by Planning and Zoning prior to recording, and provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
- 12. 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

Redeemed Community Church
(Kari Givens, Byrd Surveying, Inc., Agent)
6254 Howells Ferry Road
Council District 7
Gina Gregory



THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT
MOBILE CITY PLANNING COMMISSION

January 2, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on December 19, 2024, considered the request of Redeemed Community Church for a Major Modification of a previously approved Planning Approval allowing a church in an R-1, Single-Family Residential Suburban District for the property located at 6254 Howells Ferry Road.

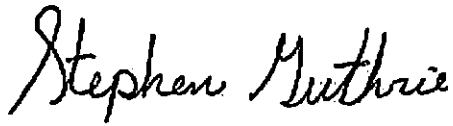
After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Revision of the site plan to provide the hours of operation for the after-school care and summer camp services, along with the maximum number of children and the number of employees;
2. Retention of the required tree planting and landscape area calculations on the final site plan;
3. Revision of the site plan to depict compliance with the off-street parking requirements for all uses of the site;
4. Retention of a note on the final site plan regarding the church's use of a private waste removal service;
5. Revision of a note on the final site plan stating the site shall continue to comply with the parking lot lighting requirements of Section 64-3-9.C. of Article 3 of the UDC;
6. Provision of a note on the final site plan stating future development or redevelopment of the property, or any changes to the scope of operations, including hours of operation, number of children, etc. may require approval by the Planning Commission and City Council;
7. Compliance with all Engineering comments noted in the staff report;
8. Compliance with all Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report;
10. Compliance with all Fire Department comments noted in the staff report;
11. Provision of revised Planning Approval site plan for review by Planning and Zoning prior to recording, and provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,

12. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

A handwritten signature in black ink that reads "Stephen Guthrie". The signature is written in a cursive, flowing style.

Stephen Guthrie
Deputy Director, Planning & Zoning Department

dla
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION
December 26, 2024
"CORRECTED"

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

Re: 6254 Howells Ferry Road
MOD-003124-2024
Redeemed Community Church (Kari Givens, Byrd Surveying, Inc., Agent)
District 7
Major Modification of a previously approved Planning Approval allowing a church in an R-1, Single-Family Residential Suburban District.

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

At its meeting on December 19, 2024, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following Findings of Fact to support modification of the previously approved Planning Approval:

- a. The request is consistent with all applicable requirements of this Chapter;
- b. The request is compatible with the character of the surrounding neighborhood;
- c. The request will not impede the orderly development and improvement of surrounding property;
- d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- 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.

As such, 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 site plan to provide the hours of operation for the after-school care and summer camp services, along with the maximum number of children and the number of employees;
2. Retention of the required tree planting and landscape area calculations on the final site plan;
3. Revision of the site plan to depict compliance with the off-street parking requirements for all uses of the site;
4. Retention of a note on the final site plan regarding the church's use of a private waste removal service;
5. Revision of a note on the final site plan stating the site shall continue to comply with the parking lot lighting requirements of Section 64-3-9.C. of Article 3 of the UDC;
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9. Compliance with all Urban Forestry comments noted in the staff report;
10. Compliance with all Fire Department comments noted in the staff report;
11. Provision of revised Planning Approval site plan for review by Planning and Zoning prior to recording, and provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
12. Full compliance with all municipal codes and ordinances.

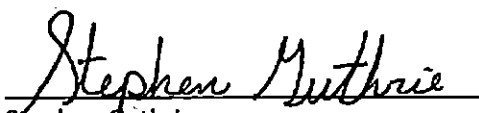
The advertising fee for this application based on the current legal description is **\$529.72**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

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

Sincerely,

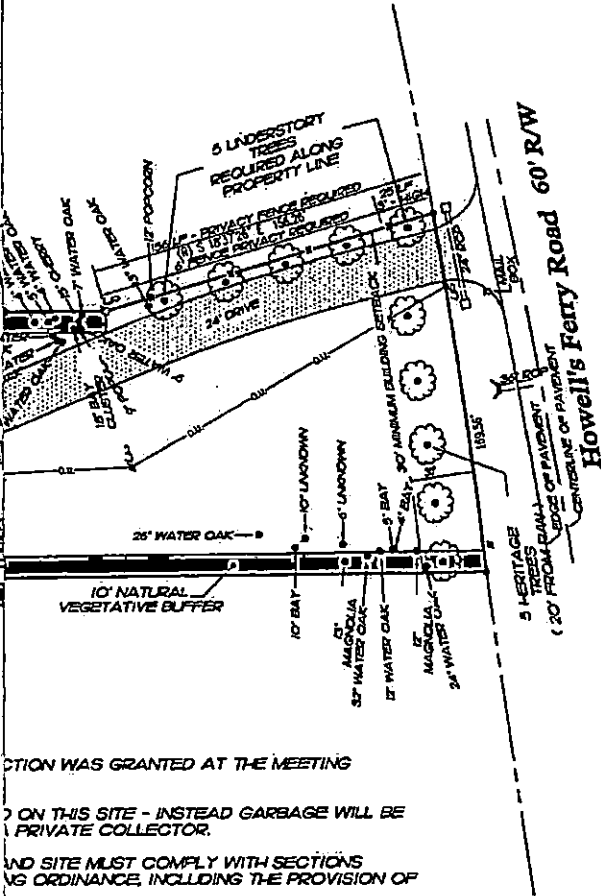
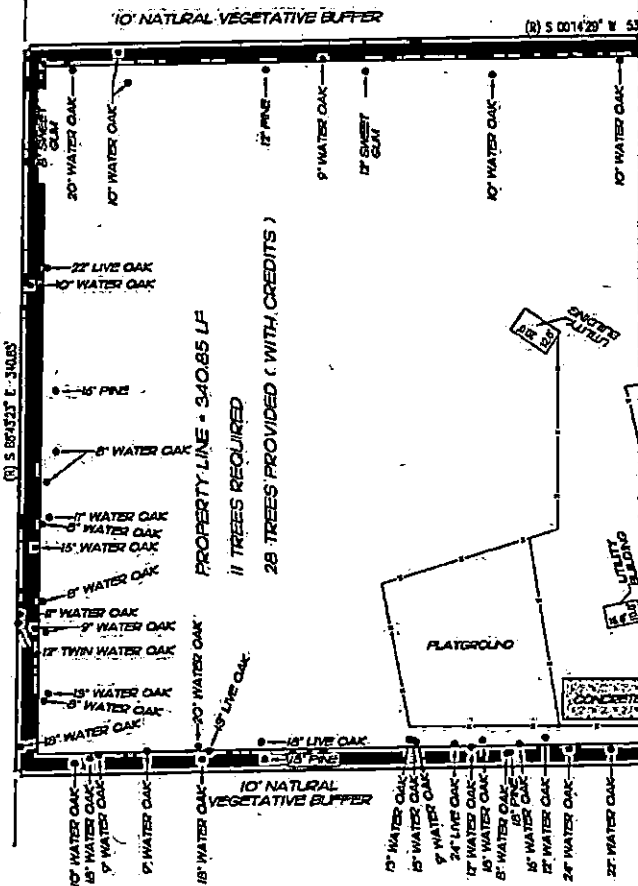
MOBILE CITY PLANNING COMMISSION
Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning



MOD-003124-2024 6254 Howells Ferry Road
December 26, 2024

PROPERTY LINE = 53
18 TREES REQUIRED
29 TREES PROVIDED



1. ALL NEW TREES TO CONFORM TO CITY OF MOBILE TREE LANDSCAPING AND PROTECTION REQUIREMENTS.
2. HERITAGE TREES SHALL BE ANY OF THE FOLLOWING: DOGWOOD, CREPE MYRTLES, BRADFORD PEARS, RED BUDS & OTHER APPROVED BY THE URBAN FORESTER OF THE CITY OF MOBILE.
3. UNDERSTORY TREES SHALL BE ANY OF THE FOLLOWING: DOGWOOD, CREPE MYRTLES, BRADFORD PEARS, RED BUDS & OTHER APPROVED BY THE URBAN FORESTER OF THE CITY OF MOBILE.
4. ALL LANDSCAPED AREAS TO BE DRESSED WITH TOPSOIL, MULCHED, FERTILIZED AND GRASSED.
5. ALL TREES SHALL BE 9" CALIPER
6. ALL TREES IN THE FIRST 15' OF 25' SETBACK TO BE LIVE OAK TREES ONLY.

LANDSCAPE DATA:	
TOTAL LOT AREA	175,240 SQ. FT.
LANDSCAPING REQUIRED (1% OF TOTAL AREA)	1,752 SQ. FT.
FRONT LANDSCAPING REQUIRED (40% OF REQUIRED)	701 SQ. FT.
TOTAL LANDSCAPING PROVIDED	1,752 SQ. FT.
FRONT LANDSCAPING PROVIDED	701 SQ. FT.

CTION WAS GRANTED AT THE MEETING

ON THIS SITE - INSTEAD GARBAGE WILL BE PRIVATE COLLECTOR.

AND SITE MUST COMPLY WITH SECTIONS NG ORDINANCE, INCLUDING THE PROVISION OF

BE UNDERTAKEN IN COMPLIANCE WITH ALL ATIONS REGARDING ENDANGERED, THREATENED

FEDERAL, STATE AND LOCAL ENVIRONMENTAL LIES WOULD BE REQUIRED PRIOR TO THE) DISTURBANCE ACTIVITIES.

AND COMMUNITY CHURCH SUBDIVISION (SUB 2013 - 00118), 32 PAGE 92, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA

OF THE RESUBDIVISION OF LOT 35 HIGHLAND GARDEN AND ORCHARD SUBDIVISION, AS THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, SAID POINT BEING THE AND ORCHARD SUBDIVISION, AS PER PLAT RECORDED IN DEED BOOK 118 PAGE 192 OF THE 00' - 22' - 55" WEST ALONG THE WEST LINE OF SAID LOT 35 A DISTANCE OF 1290.87 3 AS SHOWN ON PLAT OF SUMMER PLACE, UNIT THREE - PART "A", ACCORDING TO PLAT AFOREMENTIONED PROBATE RECORDS; THENCE SOUTH 85° - 43' - 23" EAST ALONG SAID TO A POINT ON THE EAST LINE OF SAID LOT 35 AND THE WEST LINE OF COUNTRY WAY X 34 PAGE 105 OF THE AFOREMENTIONED PROBATE RECORDS; THENCE SOUTH 00° - 14' - 00" OF 532.0 FEET TO A POINT; THENCE NORTH 89° - 58' - 50" WEST ALONG THE NORTH PLAT OF RESUBDIVISION OF LOT 35 HIGHLAND GARDEN AND ORCHARD SUBDIVISION 214.32 WEST 578.96 FEET TO A POINT; THENCE SOUTH 18° - 37' - 26" EAST 156.26 FEET TO A BY ROAD (60' RIGHT-OF-WAY); THENCE RUN SOUTHWESTWARDLY ALONG THE ARC OF A RIGHT-OF-WAY LINE 169.56 FEET TO THE POINT OF BEGINNING BEARS SOUTH 60° - 50' TO THE POINT OF BEGINNING.

2013 - ZON 2013-02593 AND ZON 2013-02595
PLANNING APPROVAL FOR
D COMMUNITY CHURCH
HOWELL'S FERRY ROAD

LARK & ASSOCIATES OF MOBILE, D.B.A.
BYRD SURVEYING

5 MILL ROAD MOBILE, ALABAMA
010 BTRYD@BYRDSURVEYING.BZ
17 - 40' OCTOBER 18, 2024

Howell's Ferry Road 60' R/W
5 HERITAGE TREES
(20' FROM R/W LINE OF PAVEMENT)
CENTRAL LINE OF PAVEMENT

DESCRIPTION AND JUSTIFICATION FOR
REDEEMED COMMUNITY CHURCH

THE CHURCH IS PROPOSING AN AFTER-SCHOOL CARE AND SUMMER CAMP FOR CHILDREN AGES 4-12. THESE PROGRAMS WOULD BE OPEN FOR THEIR MEMBERS AND OTHERS WITH A MAXIMUM OF 44 CHILDREN. THE AFTER-SCHOOL CARE WOULD BE OPEN FROM 2:00 P.M. – 6:00 P.M., MONDAY – FRIDAY, WITH A STAFF OF SIX. THE SUMMER CAMP WOULD BE OPEN 7:00 A.M. – 6:00 P.M., MONDAY – FRIDAY, WITH A STAFF OF 8.



City of Mobile • Planning & Zoning
Owner's Letter of Authorization

I, DR. WILLIE PATTERSON, 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 6254 HOWELLS FERRY ROAD.

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

BYRD SURVEYING

Designee (1)

bvrd@byrdsurveying.biz

Email

251-476-5010

Phone Number

Willie L. Patterson

Signature of Property Owner

Willie Patterson

Designee (2)

willieleepatterson3@gmail.com

Email

Phone Number

251-408-2278

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Revised February 2022



Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**

Checklist A

☐ **Planned Development**

Checklist C

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments**

Checklist B

☒ **Previously approved Planning Approvals or Planned Unit Development**

Checklist D

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

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

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

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

	Owner	Design Professional
Name:	DR. WILLIE PATTERSON	
Firm:	REDEEMED COMMUNITY CHURCH	
Phone:	251-408-2278	
Email:		
Address:	6254 HOWELLS FERRY ROAD, 36618	

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

6254 HOWELLS FERRY ROAD

274,428 SF / 6.3 AC

Property Address

Property Area (acres or square feet)

KEY #00450782

Parcel Number(s) or Key Number(s)

R-1

N/A

Present Zoning or Transect District

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.

Willie L. Patterson

10/17/24

Owner Signature

Date

Kari P. Given

10/16/24

Applicant or Agent Signature (if applicable)

Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION
I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Kari P. Given

10/16/24

Applicant or Agent Signature

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February, 2013

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 CHURCH WAS APPROVED FOR THIS LOCATION PRIOR TO THE ADOPTION OF THE COMPREHENSIVE PLAN, MAP FOR MOBILE. AFTER SCHOOL CARE IS A TYPICAL SERVICE OFFERED BY CHURCHES TO THEIR MEMBERS. THEY ARE PROPOSING A SUMMER CAMP WHEN CHILDREN ARE OUT OF SCHOOL.

LOW DENSITY RESIDENTIAL

Future Land Use Map (FLUM) Designation

2. Describe how the proposal and plan compatible with the character of the surrounding neighborhood.
THE NOISE FROM THE OUTSIDE PLAYGROUND IS TYPICAL OF ANY GROUP OF CHILDREN IN A RESIDENTIAL NEIGHBORHOOD.
3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
THE PLAYGROUND IS LOCATED IN EXCESS OF 150 FEET FROM THE NEAREST DWELLING AND OTHER DWELLINGS ARE 300 FEET AWAY.

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 EXISTING STRUCTURES ARE 14 FEET AND 16 FEET TALL.

- ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

THERE IS NATURAL VEGETATION ON ALL SIDES OF THE CHURCH AND PLAYGROUND. TREES ON THE WEST SIDE AND TREES AND UNDERBRUSH ON NORTH AND EAST SIDE.

- ☐ Lighting:

NO ADDITIONAL LIGHTING IS NECESSARY.

- ☐ Hours of operation:

AFTER SCHOOL 2 P.M. - 6 P.M., MONDAY - FRIDAY. SUMMER CAMP 7 A.M. - 6 P.M., MONDAY - FRIDAY.

- ☐ Other conditions that are unique to the use of the property:

N/A

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.

NOISE FROM PLAYGROUND IS TYPICAL NEIGHBORHOOD NOISE WHEN CHILDREN PLAY TOGETHER.

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.

WITH THE HIGH COST OF LIVING, BOTH PARENTS NEED TO WORK TO PROVIDE FOR THEIR FAMILY. AS SUCH, A SAFE AND RELIABLE AFTER SCHOOL CARE AND SUMMER CAMP IS NEEDED.

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

Byrd Surveying

2609 Halls Mill Road
Mobile, AL 36606

Redeemed Community Church

6254 Howells Ferry Road
Mobile, AL 36618

Leisah Molyneau
6250 Howells Ferry Road
Mobile, AL 36618

Samuel & Tante King, Jr.
6246 Howells Ferry Road
Mobile, AL 36618

Kellden & Jasmine Williams
1801 Grider Road
Mobile, AL 36618

James & Roslyn Robinson
1817 Grider Road
Mobile, AL 36618

Anthony E. Welborn
1825 Grider Road
Mobile, AL 36618

Harold & Yvette Smith
312 Burton Avenue
Mobile, AL 36607

Robert Turner & Theresa Gibson
1901 Grider Road
Mobile, AL 36618

Robert & Rosie Turner
1901 Grider Road
Mobile, AL 36618

Larry S. Dodson
1909 Grider Road
Mobile, AL 36618

Winston & Debra Gaillard
1917 Grider Road
Mobile, AL 36618

Volunteers of America of Alabama, Inc.
1204 Hillcrest Road
Mobile, AL 36695

Marlo & Tiffany Palmer
6205 Summer Place Dr. N.
Mobile, AL 36608

Eunice L. Boykin
6209 Summer Place Dr. N.
Mobile, AL 36618

Gladys A. Matchett
6213 Summer Place Dr. N.
Mobile, AL 36618

Tameka Hamilton
6217 Summer Place Dr. N.
Mobile, AL 36618

Karen W. Seltzer
4838 Jarrett Road
Mobile, AL 36613

James A. Jones
6225 Summer Place Dr. N.
Mobile, AL 36618

Tarisa Anderson & Henry Williams, Jr.
6229 Summer Place Dr.
Mobile, AL 36609

Nellie G. Slone
6233 Summer Place Dr. N.
Mobile, AL 36618

Karen P. Toomey
6237 Summer Place Dr. N.
Mobile, AL 36618

Curtis & La Seandra Johnson
1884 Summer Place Dr. E.
Mobile, AL 36618

Olivia & Robert Hawthorne
6200 Summer Place Dr. N.
Mobile, AL 36618

Betty J. Ranzy
6204 Summer Place Dr. N.
Mobile, AL 36618

Timeka Holloway
6208 Summer Place Dr. N.
Mobile, AL 36618

Patricia Suggs
6212 Summer Place Dr. N.
Mobile, AL 36618

Marvin & Chiquita Walker
6216 Summer Place Dr. N.
Mobile, AL 36618

Clarence & Janice Dixon
6220 Summer Place Dr. N.
Mobile, AL 36618

Board of Water & Sewer
City of Mobile
P. O. Box 180249
Mobile, AL 36618

Mitchell Homes
6301 N. Summer Place Dr.
Mobile, AL 36618

Nadine I. Carey
6228 Summer Place Dr. N.
Mobile, AL 36618

Samuel Green, Jr. & Virginia Felton
6232 Summer Place Dr. N.
Mobile, AL 36618

Franklin S. McMillion
6236 Summer Place Dr. N.
Mobile, AL 36618

Marvin & Janella Rankin
6240 Summer Place Dr. N.
Mobile, AL 36618

Latrechia James
1765 Donham Drive
Mobile, AL 36618

Habonimana Pacal &
Ndayikengurukiye Nowadia
1761 Donham Drive
Mobile, AL 36618

Eric & Marian Ward
1757 Donham Drive
Mobile, AL 36618

Emma Westry
1753 Donham Drive
Mobile, AL 36618

R & G Properties, Inc.
1725 Northview Drive
Mobile, AL 36618

Brandi Ezell
2607 S. Greenbrier Dr.
Mobile, AL 36605

James E. Howard
1093 County Road 264
Jones, AL 36749

Princetta D. Craig
6251 Howells Ferry Road
Mobile, AL 36618

Philip A. Calascione
1728 Tew Drive
Mobile, AL 36618

Kristin D. Carroll
6259 Howells Ferry Road
Mobile, AL 36618

Lashawn Draine
6263 Howells Ferry Road
Mobile, AL 36618

John L. Barnette
6267 Howells Ferry Road
Mobile, AL 36618

Howard Sutherland
c/o Michael Sutherland
169 Wildwood Way
Somerville, AL 35670

Elizabeth C. Smith
6258 Howells Ferry Road
Mobile, AL 36618

Melvin Harris & Linda Lewis
1880 Summer Place Dr. E.
Mobile, AL 36618

Latanja S. Mapson
1876 Summer Place Dr. E.
Mobile, AL 36618

Cascade Funding Mortgage Trust HB1
1661 Worthington Road
West Palm Beach, FL 33409

Veola Smith
1868 Summer Place Dr. E.
Mobile, AL 36618

Christian Randle
1864 Summer Place Dr. E.
Mobile, AL 36618

Clara E. Shepard
1860 Summer Place Dr. E.
Mobile, AL 36618

Leonard Jackson & Latrina Sargent
1856 E. Summer Place Dr.
Mobile, AL 36618

Sandra D. Allen
1852 Summer Place Dr. E.
Mobile, AL 36618

Marcus & Corina Powe
1848 Summer Place Dr. E.
Mobile, AL 36618

Futures Investments, LLC
P. O. Box 851177
Mobile, AL 36685

Barbara M. Huff
1840 E. Summer Place Dr.
Mobile, AL 36618

Anita D. Miller for
Lasondra J. Horton
1836 Summer Place Dr. E.
Mobile, AL 36618

Beverly K. Burden
1832 Summer Place Dr. E.
Mobile, AL 36618

Ann N. Wallace
1828 Summer Place Dr. E.
Mobile, AL 36618

Tracey M. Turner
1824 Summer Place Dr. E.
Mobile, AL 36618

Jeffery Lyles & Tanya George
1820 Summer Place Dr. E.
Mobile, AL 36618

Joe & Janice Banks
1657 Longmont Drive
Lawrenceville, GA 30044

Bryan G. Pritchett
1812 Summer Place Dr. E.
Mobile, AL 36618

Gathan & Isabell White
1808 Summer Place Dr. E.
Mobile, AL 36618

Charmayne Watson
813 Deerfield Drive
Mobile, AL 36608

New South Federal Savings Bank
c/o Cenlar FSB
425 Phillips Boulevard
Ewing, NJ 08618

Stephen & Jamacia Malone
6305 Summer Place Dr. N.
Mobile, AL 36618

Peter D. Foster
6301 Summer Place Dr. N.
Mobile, AL 36618

John E. Tricksey
1881 Summer Place Dr. E.
Mobile, AL 36618

Winfred & Denise Eaton
1877 Summer Place Dr. E.
Mobile, AL 36618

Nathan D. Humphrey
1873 Summer Place Dr. E.
Mobile, AL 36618

Ada L. Rogers
1869 Summer Place Dr. E.
Mobile, AL 36618

Barbara Ann Harrison
1865 Summer Place Dr. E.
Mobile, AL 36618

Aaron Bohannon & Sascha Edwards
1861 Summer Place Dr. E.
Mobile, AL 36618

Norman & Karen Pugh
18745 Seabiscuit Run
Yorba Linda, CA 92886

Gloria J. Spears
1853 Summer Place Dr. E.
Mobile, AL 36618

Faith Coleman
1849 Summer Place Dr. E.
Mobile, AL 36618

Salida Noyd
1845 Summer Place Dr. E.
Mobile, AL 36618

Tonyla Malone
1841 Summer Place Dr. E.
Mobile, AL 36618

Abigail Gerding
315 Poteat Drive
Morganton, NC 28655

Amy P. Bailey
1833 Summer Place Dr. E.
Mobile, AL 36618

Anisha Hood
1829 Summer Place Dr. E.
Mobile, AL 36618

Derrick B. Foster
1825 Summer Place Dr. E.
Mobile, AL 36618

Carmen E. West
1821 Summer Place Dr. E.
Mobile, AL 36618

Bruse Unger
2724 Driftwood Loop W.
Semmes, AL 36575



Agenda Item # 8

MOD-003124-2024

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

[Applicant Materials for Consideration](#)

DETAILS

Location:

6254 Howells Ferry Road

Applicant / Agent:

Redeemed Community Church (Kari Givens, Byrd
Surveying, Inc., Agent)

Property Owner:

Redeemed Community Church

Current Zoning:

R-1, Single-Family Residential Suburban District

Future Land Use:

Low Density Residential

Applicable Codes, Policies, and Plans:

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

Schedule for Development:

- Within one (1) year of approval

Proposal:

- Modification of a previously approved Planning Approval

Considerations:

1. Modification of a previously approved Planning Approval with twelve (12) conditions.

Report Contents:

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PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units.

APPLICATION NUMBER	8	DATE	December 19, 2024
APPLICANT	Redeemed Community Church (Kari Givens, Byrd Surveying, Inc., Agent)		
REQUEST	Planning Approval Modification		
			N NTS

SITE HISTORY

The site was originally part of Lot 35 of the Highland Garden and Orchard Subdivision, the plat for which was recorded in Mobile County Probate Court in July 1911. Subdivision of Lot 35 into two (2) lots, Lot A and Lot B, was approved by the Planning Commission in January 1968, and the plat was recorded in February 1968. Both lots were developed with single-family dwellings.

Between 1968 and 2013 development of the property resulted in the shifting of lot lines without approval from the Planning Commission, such that the design of the subject site was no longer compatible with the recorded subdivision plat. As such, redevelopment of the property in 2013 required full compliance with the Subdivision Regulations resulting in the approval of a one (1)-lot subdivision, Redeemed Community Church Subdivision, in November 2013. Following a one (1)-year extension of that approval, the plat was recorded in Probate Court in October 2015.

In addition to Subdivision approval in November 2013, the Planning Commission approved a Planned Unit Development (PUD) to allow redevelopment of the site with multiple buildings, and a Planning Approval to allow use of the site as a religious facility in an R-1 zoning district.

In January 2014 the Board of Zoning Adjustment approved Surfacing and Tree Planting Variances to allow a portion of the vehicle access and maneuvering areas of the site to be surfaced with aggregate material, and to reduce the amount of required tree plantings.

In May 2015, the Planning Commission approved a Sidewalk Waiver waiving construction of a sidewalk along Howells Ferry Road.

The site has since been developed in compliance with the approved Variance, Planning Approval, and PUD cases.

STAFF COMMENTS

Engineering Comments:

ADD THE FOLLOWING NOTES TO THE 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:

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 applicant is proposing to expand use of the site to include after-school care and summer camp services. Other than the construction of a new playground area, no other changes to the site are proposed. A Minor Modification request to modify the PUD to accommodate the provision of the playground was filed with the Planning and Zoning Department and has been approved. A detailed description of the request is available via the link on Page 1 of this report.

The church proposes after-school care and summer camp services for children ages 4 to 12, for a maximum of 44 children. After-school care will be provided by six (6) staff members Monday through Friday, from 2:00 p.m. until 6:00 p.m. Summer camp services will be provided by eight (8) staff members Monday through Friday, from 7:00 a.m. until 6:00 p.m. This information should be provided on the final site plan, if approved.

The site plan depicts two (2) existing buildings, a swimming pool, two (2) utility buildings, a 37-space parking lot surfaced with asphalt, and a proposed playground. Existing trees are also identified on the site plan, including the tree plantings required by previous approvals of the development and use of the property, along with a table of tree planting and landscape area requirements. This information should be retained on the final site plan, if approved.

A table on the site plan indicates 38 parking spaces are required based upon the number of congregants (one (1) space per four (4) seats), but this calculation was required under the previous Zoning Ordinance. As mentioned, there are 37 parking spaces illustrated. Under current regulations, the parking requirements for a church are one (1) space per 150 square feet of group seating area, plus one (1) space per 500 square feet of all other areas. Parking is also required for the proposed after-school care and summer camp services: two (2) parking spaces are required per after-school teaching station or classroom, whichever is greater; and one (1) parking space is required per four summer camp (4) beds (if any). If no beds are provided, as indicated in the applicant's narrative, then it seems reasonable to apply the after-school care parking calculations to the summer camp. This information was not provided; therefore, staff cannot determine if the site continues to meet the parking requirements of the Unified Development Code (UDC). If approved, revision of the site plan to depict compliance with the off-street parking requirements for all uses of the site should be required.

No dumpster is illustrated on the site plan, but a note on the plan states garbage is placed in cans that are privately serviced. This information should be retained on the final site plan, if approved.

Another note on the site plan states the site will comply with the parking lot lighting requirements of Sections 64-6.A.3.C. and 64.6.A.8. of the Zoning Ordinance, including the provision of a photometric plan. If approved, the note should be revised to state the site shall continue to comply with the parking lot lighting requirements of Section 64-3-9.C. of Article 3 of the UDC.

Other churches have been allowed in R-1 districts along Howells Ferry Road via Planning Approval and, given the fact that the building site is densely wooded and may serve as a natural buffer between the church and residential properties, approval of the additional scope of operations may be appropriate.

It should be noted that future development or redevelopment of the site, or any changes to the scope of operations, including hours of operation, number of children, etc. may require additional modifications of the Planning Approval and PUD 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.

PLANNING APPROVAL 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

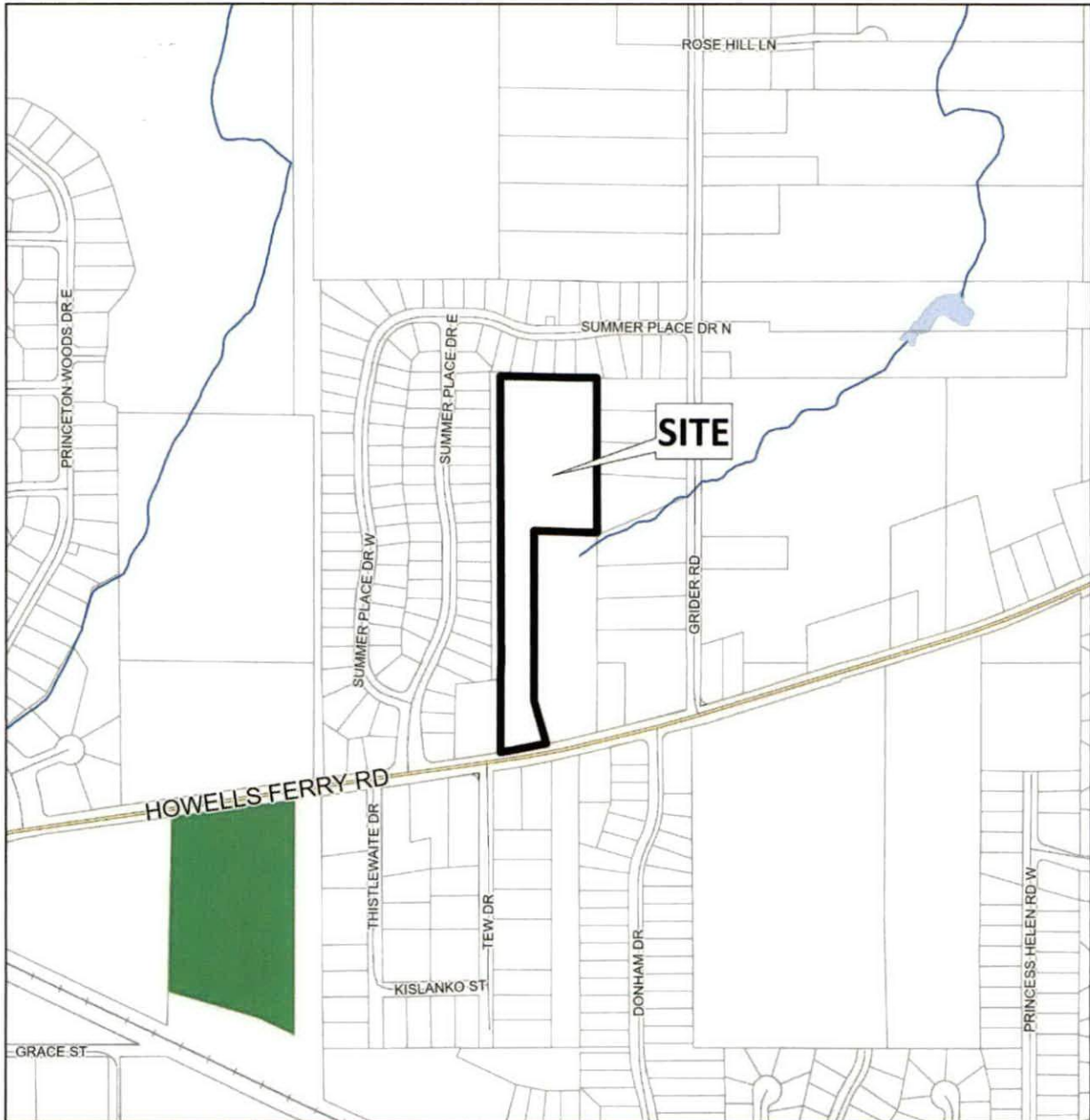
- b. Includes adequate public facilities and utilities;
- 5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- 6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or 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.

Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planning Approval, the following conditions could apply:

- 1. Revision of the site plan to provide the hours of operation for the after-school care and summer camp services, along with the maximum number of children and the number of employees;
- 2. Retention of the required tree planting and landscape area calculations on the final site plan;
- 3. Revision of the site plan to depict compliance with the off-street parking requirements for all uses of the site;
- 4. Retention of a note on the final site plan regarding the church's use of a private waste removal service;
- 5. Revision of a note on the final site plan stating the site shall continue to comply with the parking lot lighting requirements of Section 64-3-9.C. of Article 3 of the UDC;
- 6. Provision of a note on the final site plan stating future development or redevelopment of the property, or any changes to the scope of operations, including hours of operation, number of children, etc. may require approval by the Planning Commission and City Council;
- 7. Compliance with all Engineering comments noted in this staff report;
- 8. Compliance with all Traffic Engineering comments noted in this staff report;
- 9. Compliance with all Urban Forestry comments noted in this staff report;
- 10. Compliance with all Fire Department comments noted in this staff report;
- 11. Provision of revised Planning Approval site plan for review by Planning and Zoning prior to recording, and provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
- 12. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



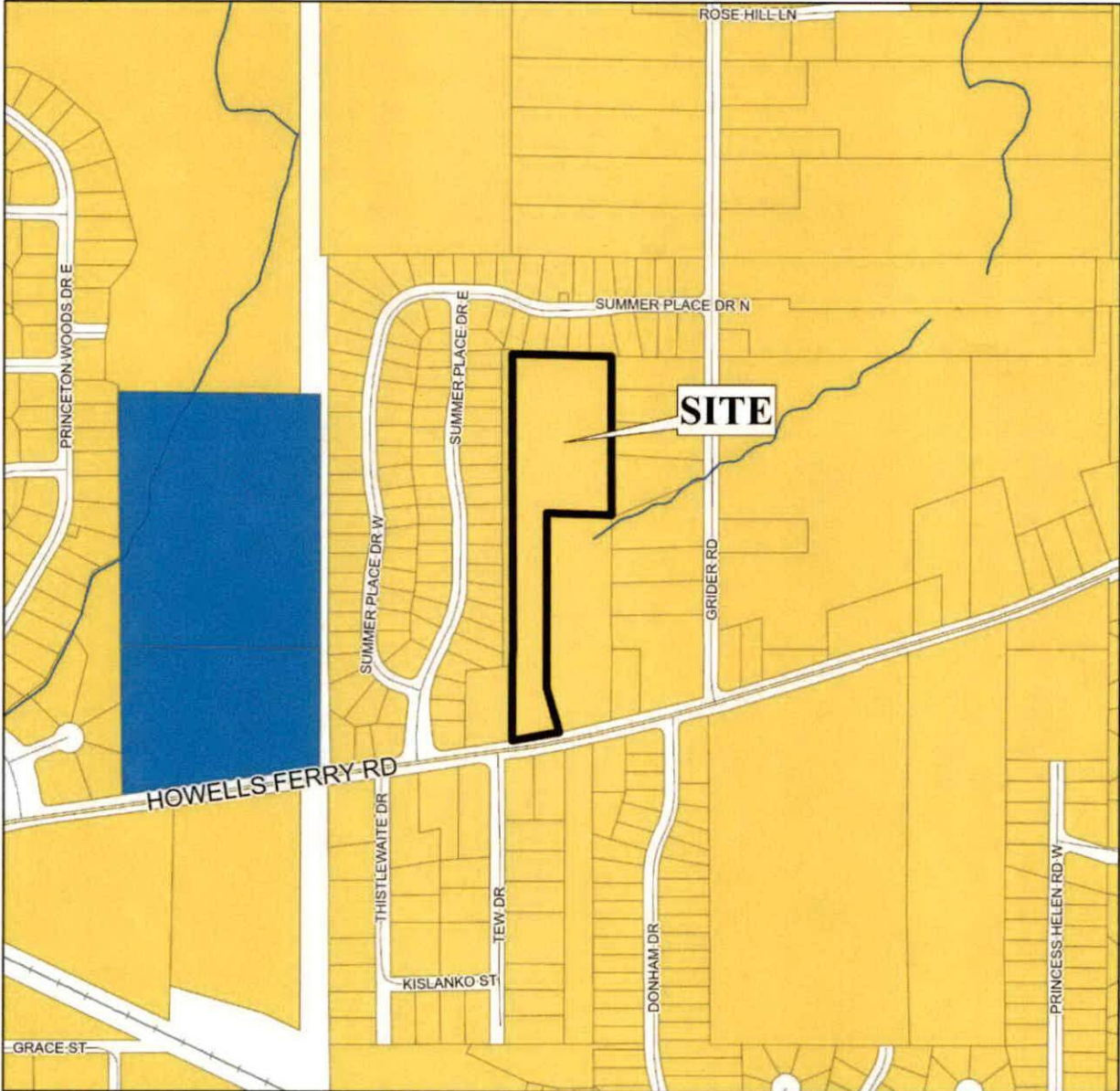
APPLICATION NUMBER 8 DATE December 19, 2024

APPLICANT Redeemed Community Church (Kari Givens, Byrd Surveying, Inc., Agent)

REQUEST Planning Approval Modification



FLUM LOCATOR MAP



APPLICATION NUMBER 8 DATE December 19, 2024

APPLICANT Redeemed Community Church (Kari Givens, Byrd Surveying, Inc., Agent)

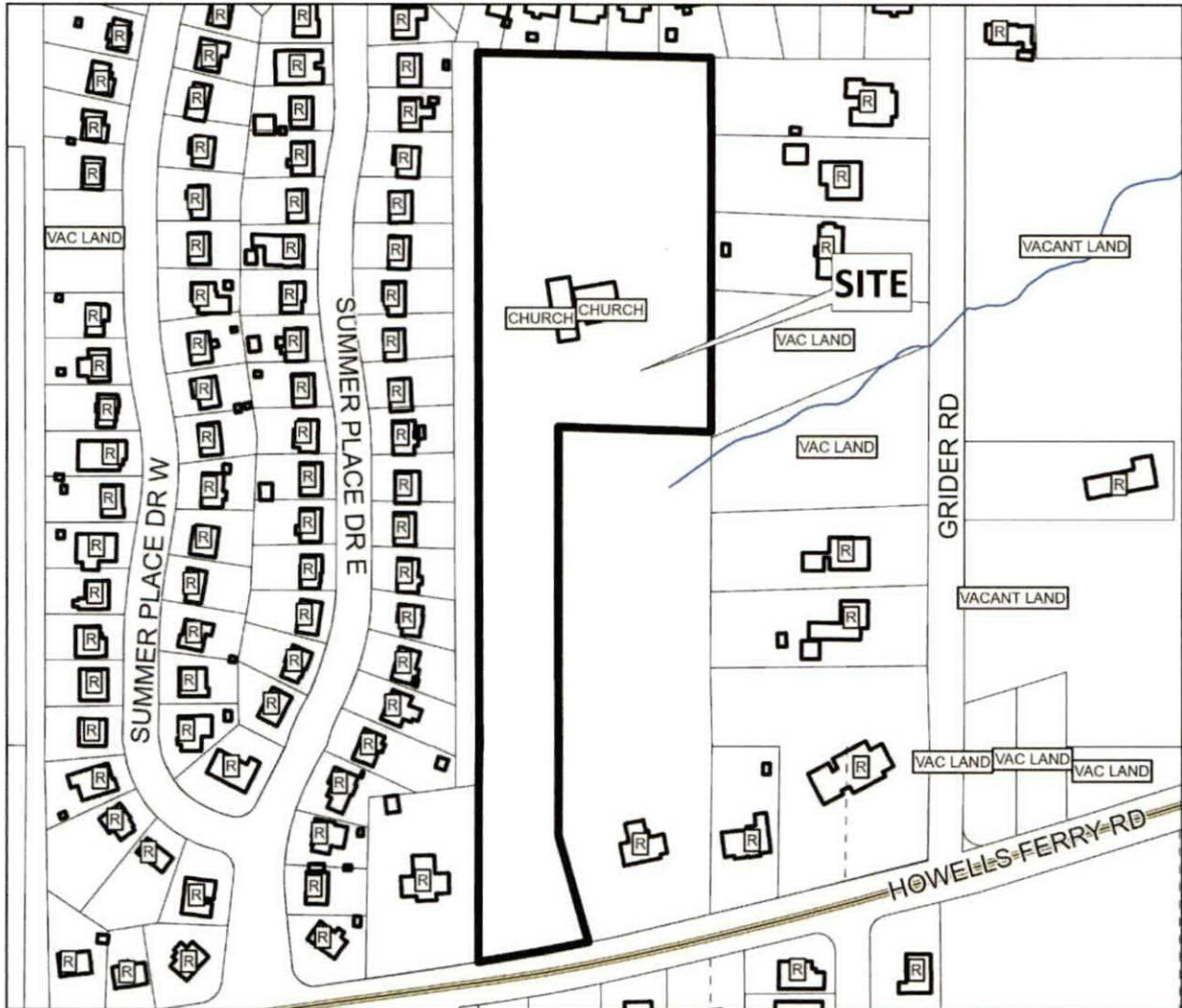
REQUEST Planning Approval Modification

- | | | | |
|--|---|---|--|
| 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 | |



NTS

PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units.

APPLICATION NUMBER 8 DATE December 19, 2024

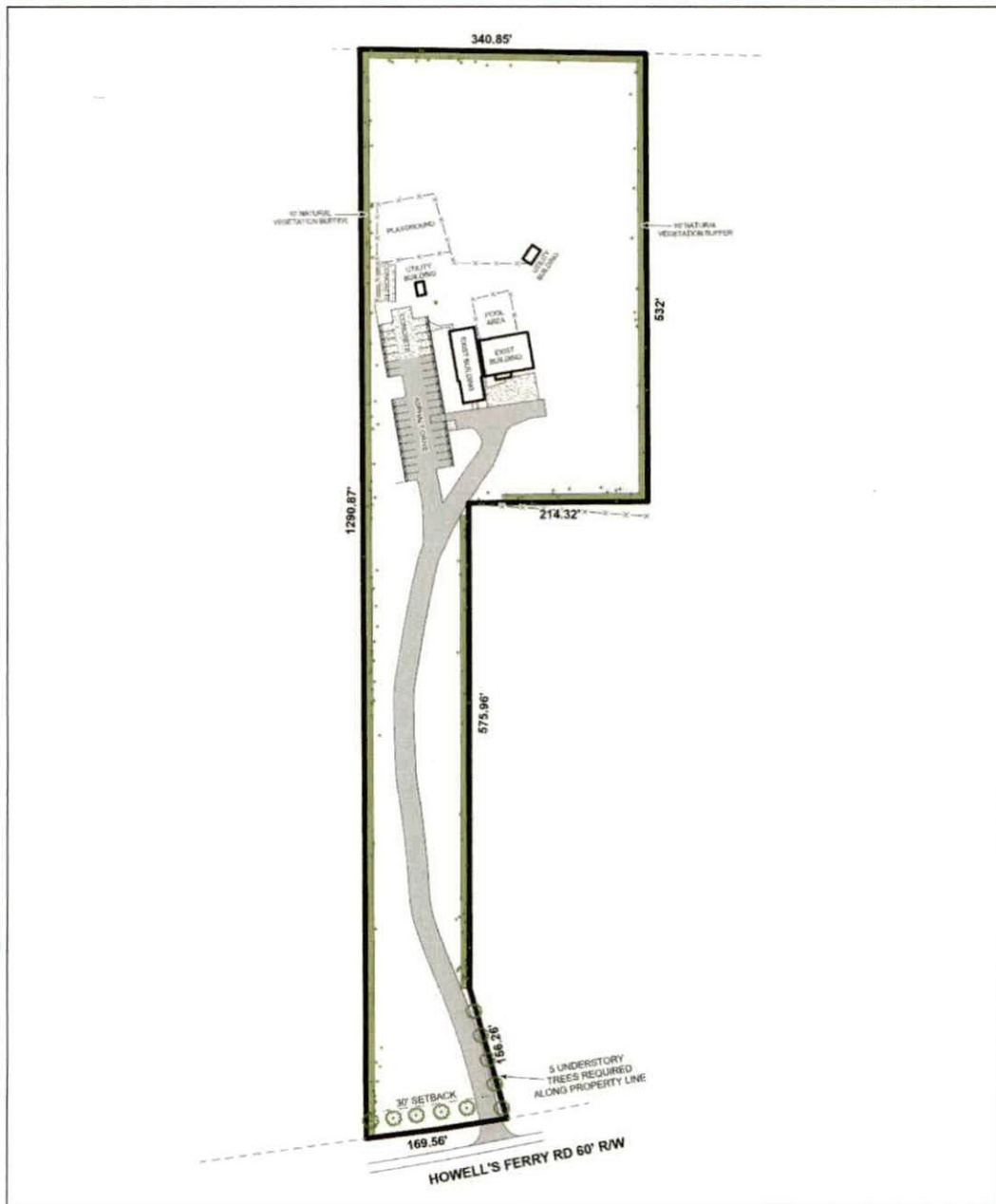
APPLICANT Redeemed Community Church (Kari Givens, Byrd Surveying, Inc., Agent)

REQUEST Planning Approval 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	



SITE PLAN



The site plan illustrates the existing building, proposed drive work, trees, and setback.

APPLICATION NUMBER	8	DATE	December 19, 2024
APPLICANT	Redeemed Community Church (Kari Givens, Byrd Surveying, Inc., Agent)		
REQUEST	Planning Approval Modification		



ZONING DISTRICT CORRESPONDENCE MATRIX																
RESIDENTIAL - AG	R-A		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)
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)

Residential Land Use

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.

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
for Property located at 6208 Grotto Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted January 14, 2025, a public hearing will be held on the 18th day of February, 2025, at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a previously approved Planning Approval for property located at 6208 Grotto Road.

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**

Sponsored by: Councilmember Gina Gregory

WHEREAS, a Planning Approval was approved on June 4, 2015 to allow the expansion of an existing college in an R-1, Single-Family Residential Suburban District, on property located at 6208 Grotto Road (Private Street) and described as follows:

COMMENCING AT THE S.E. CORNER OF SECTION 37, T4S-R2W, MOBILE COUNTY ALABAMA; THENCE ALONG THE EAST LINE OF SAID SECTION 37, RUN N 00°45'40"W 1869.12 FEET TO A POINT; THENCE RUN S 89°22'19"W 621.46 FEET TO A POINT; SAID POINT BEING AT THE SOUTHWEST CORNER OF INTERSTATE HIGHWAY NO. 65 AND SOUTH AVENUE; THENCE CONTINUING S 89°22'19"W RUN ALONG THE SOUTH RIGHT OF WAY LINE OF SAID SOUTH AVENUE A DISTANCE OF 610.82 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 10°10'W 535.54 FEET TO A POINT; SAID POINT BEING ON A WESTWARD PROJECTION OF THE SOUTH BOUNDARY LINE OF SPRING HILL BUSINESS PARK, AS RECORDED IN MAP BOOK 56, PAGE 70 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE COURT OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID WESTWARD PROJECTION AND ALONG SAID SOUTH BOUNDARY LINE OF SPRING HILL BUSINESS PARK, RUN S 79°50'E 600.0 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65, RUN S 10°10'W 519.88 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65, RUN N 79°50'W 44.0 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHWESTWARDLY AND HAVING A RADIUS OF 7351.73 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65, RUN SOUTHWESTWARDLY ALONG SAID

ARC OF CURVE A DISTANCE OF 264.0 FEET TO THE NORTHEAST CORNER OF COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO AS RECORDED IN MAP BOOK 20, PAGE 61 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RUN N 76°49'W 552.21 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY LINE OF COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RUN N 79°50'W 430.0 FEET TO THE NORTHWEST CORNER OF SAID COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO; THENCE ALONG THE WEST BOUNDARY LINE OF SAID COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RUN AS FOLLOWS: S 10°05'30"W 743.01 FEET, S 64°40'30"W 680.22 FEET, S 24°39'W 27.25 FEET TO A POINT ON THE NORTH TERMINUS OF MONTLIMAR DRAINAGE CANAL; THENCE ALONG SAID NORTH TERMINUS, RUN N 65°21'W 85.0 FEET TO A POINT ON THE WEST RIGHT OF RIGHT OF WAY LINE OF SAID MONTLIMAR DRAINAGE CANAL; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN S 24°39'W 493.80 FEET TO THE P.C. OF A CURVE TO THE LEFT; SAID CURVE HAVING A CENTRAL ANGLE OF 25°00' AND A RADIUS OF 1960.10 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 855.25 FEET TO THE P.T. OF SAID CURVE; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN S 89°39'W 10.0 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN S 00°21'E 220 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF DAUPHIN STREET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF DAUPHIN STREET, RUN WESTWARDLY 1815 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF YESTER OAKS, SECTION NINE AS RECORDED IN MAP BOOK 59, PAGE 64 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE EAST BOUNDARY LINE OF SAID YESTER OAKS, SECTION NINE, RUN N 01°02'30"W 370.0 FEET TO THE NORTHEAST CORNER OF SAID YESTER OAKS, SECTION NINE; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION NINE, RUN N 80°01'20"W 107.34 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION NINE, RUN N 80°01'20"W 107.34 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY LINE OF YESTER OAKS, SECTION NINE, RUN N 88°10'45"W 290.0 FEET TO THE NORTHWEST CORNER OF SAID YESTER OAKS, SECTION NINE; SAID POINT ALSO BEING THE NORTHEAST CORNER OF YESTER OAKS, SECTION FIVE AS RECORDED IN MAP BOOK 17, PAGE 116 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION FIVE, RUN AS FOLLOWS: N 83°55'W 291.76 FEET, N 41°46'W 39.70 FEET, S 87°51'W 180.0 FEET, S 59°36'30"W 158.35 FEET, S 85°47'00"W 180.40 FEET TO A POINT ON THE EAST BOUNDARY LINE OF YESTER OAKS, SECTION FOUR AS RECORDED IN MAP BOOK 17, PAGE 115 OF SAID PROBATE COURT RECORDS; THENCE ALONG SAID EAST BOUNDARY LINE OF YESTER OAKS, SECTION FOUR, RUN N 00°05'45"E 220.0 FEET ON THE NORTHEAST CORNER OF SAID YESTER OAKS, SECTION FOUR; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION FOUR, RUN S 88°57'30"W 150.0 FEET TO A POINT; THENCE RUN N 00°05'45"E 49.75 FEET TO A POINT ON THE EAST BOUNDARY LINE OF SECTION ONE, YESTER OAKS AS RECORDED IN MAP BOOK 9, PAGE 14 OF SAID PROBATE COURT RECORDS; THENCE ALONG SAID EAST

BOUNDARY LINE OF SECTION ONE, YESTER OAKS, RUN AS FOLLOWS: N 54°14'40"E 334.01 FEET, N 18°49'40"E 581.56 FEET, N 11°57'42"E 464.43 FEET, N 01°32'18"W 439.09 FEET, N 38°20'11"W 311.20 FEET, N 46°25'06"W 101.34 FEET, N 38°51'41" 282.85 FEET, N 18°44'44"W 41.40 FEET TO THE NORTHEAST CORNER OF SAID SECTION ONE, YESTER OAKS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION ONE, YESTER OAKS, RUN N 81°08'14"W 14.22 FEET TO A POINT; SAID POINT BEING THE SOUTHEAST CORNER OF RESUBDIVIDED AND AMENDED PERRY PLACE AS RECORDED IN MAP BOOK 85, PAGE 55 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE EAST BOUNDARY LINE OF SAID RESUBDIVIDED AND AMENDED PERRY PLACE AND A NORTHWARD PROJECTION THEREOF, RUN N 01°13'22"W 550.97 FEET TO A POINT; THENCE RUN S 89°45'22" E 92.30 FEET TO A POINT; THENCE RUN N 00°14'30" E 562.12 FEET TO A POINT; THENCE RUN N 89°53'17" W 96.54 FEET TO A POINT; THENCE RUN N 00°06'43" E 284.53 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN N 66°32'30"E 176.64 FEET TO THE NORTHWEST CORNER OF A.N.B. SUBDIVISION AS RECORDED IN MAP BOOK 35, PAGE 50 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE WEST BOUNDARY LINE OF SAID A.N.B. SUBDIVISION, RUN S 20°33'E 183.03 FEET TO THE SOUTHWEST CORNER OF SAID A.N.B. SUBDIVISION; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID A.N.B. SUBDIVISION, RUN N 66°32'30"E 166.94 FEET TO THE SOUTHEAST CORNER OF SAID A.N.B. SUBDIVISION; THENCE ALONG THE EAST BOUNDARY LINE OF SAID A.N.B. SUBDIVISION, RN N 08°12'E 214.74 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN N 66°32'30"E 422.72 FEET OF THE P.C. OF A CURVE TO THE RIGHT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE TO A POINT WHICH BEARS N 71°50'E 148.46 FEET FROM THE LAST DESCRIBED POINT; THENCE RUN S 00°01'43" E 442.52 FEET TO A POINT; THENCE RUN N 88°55'44" E 950.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF COLLEGE LANE; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF COLLEGE LANE RUN S 00°21'15" E 492.23 FEET; THENCE RUN N 89°38'45" E 40.0 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF COLLEGE LANE; THENCE ALONG SAID EAST RIGHT OF WAY LINE RUN N 00°02'15" W 492.93 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF LOYOLA LANE RUN N 89°20'45" E 476.78 FEET; THENCE RUN S 00°21'15" E 503.97 FEET TO A POINT; THENCE RUN N 89°22'19" E 2586.42 FEET TO THE POINT OF BEGINNING. CONTAINING 353 ACRES, MORE OR LESS.

ALSO: LOTS 19, 20, 21, 22 & 23, COLLEGE PARK NORTHWESTERN QUADRANGLE, UNIT TWO ACCORDING TO PLAT RECORDED IN MAP BOOK 20, PAGE 61 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, ALSO LOT 24 A, COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RESUBDIVISION OF LOTS 24 AND 27 AS PER PLAT RECORDED IN MAP BOOK 69, PAGE 44 OF SAID PROBATE COURT RECORDS, CONTAINING 11.0191 ACRES.

WHEREAS, the owner of said property applied for a Major Modification of the Planning Approval on November 19, 2024, allowing the expansion of an existing college in an R-1, Single-Family Residential Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on December 19, 2024 and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Provision of a note on the Planning Approval site plan stating the site will maintain compliance with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
2. Revision of the site plan to indicate a compliant enclosure for the dumpster;
3. 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;
4. Compliance with all Engineering comments noted in the staff report;
5. Compliance with all Traffic Engineering comments noted in the staff report;
6. Compliance with all Urban Forestry comments noted in the staff report;
7. Compliance with all Fire Department comments noted in the staff report;
8. Provision of a revised Planning Approval site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
9. 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. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration 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. Provision of a note on the Planning Approval site plan stating the site will maintain compliance with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
2. Revision of the site plan to indicate a compliant enclosure for the dumpster;
3. 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;
4. Compliance with all Engineering comments noted in the staff report;

5. Compliance with all Traffic Engineering comments noted in the staff report;
6. Compliance with all Urban Forestry comments noted in the staff report;
7. Compliance with all Fire Department comments noted in the staff report;
8. Provision of a revised Planning Approval site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
9. 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 synopsisized 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 18th day of February, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 22nd day of January, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 6208 Grotto Road (Private Street). The proposed amendment will modify a Planning Approval that was approved for said location on June 4, 2015. The owner of said property has applied for a Major Modification of the Planning Approval allowing the expansion of an existing college in an R-1, Single-Family Residential Suburban District. If approved, the major modification allowing the expansion of an existing college in an R-1, Single-Family Residential Suburban District is subject to the following proposed conditions: 1. Provision of a note on the Planning Approval site plan stating the site will maintain compliance with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC; 2. Revision of the site plan to indicate a compliant enclosure for the dumpster; 3. 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; 4. Compliance with all Engineering comments noted in the staff report; 5. Compliance with all Traffic Engineering comments noted in the staff report; 6. Compliance with all Urban Forestry comments noted in the staff report; 7. Compliance with all Fire Department comments noted in the staff report; 8. Provision of a revised Planning Approval site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 9. 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

Sponsored by: Councilmember Gina Gregory

WHEREAS, a Planning Approval was approved on June 4, 2015 to allow the expansion of an existing college in an R-1, Single-Family Residential Suburban District, on property located at 6208 Grotto Road (Private Street) and described as follows:

COMMENCING AT THE S.E. CORNER OF SECTION 37, T4S-R2W, MOBILE COUNTY ALABAMA; THENCE ALONG THE EAST LINE OF SAID SECTION 37, RUN N 00°45'40"W 1869.12 FEET TO A POINT; THENCE RUN S 89°22'19"W 621.46 FEET TO A POINT; SAID POINT BEING AT THE SOUTHWEST CORNER OF INTERSTATE HIGHWAY NO. 65 AND SOUTH AVENUE; THENCE CONTINUING S 89°22'19"W RUN ALONG THE SOUTH RIGHT OF WAY LINE OF SAID SOUTH AVENUE A DISTANCE OF 610.82 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 10°10'W 535.54 FEET TO A POINT; SAID POINT BEING ON A WESTWARD PROJECTION OF THE SOUTH BOUNDARY LINE OF SPRING HILL BUSINESS PARK, AS RECORDED IN MAP BOOK 56, PAGE 70 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE COURT OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID WESTWARD PROJECTION AND ALONG SAID SOUTH BOUNDARY LINE OF SPRING HILL BUSINESS PARK, RUN S 79°50'E 600.0 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65, RUN S 10°10'W 519.88 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65, RUN N 79°50'W 44.0 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHWESTWARDLY AND HAVING A RADIUS OF 7351.73 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65, RUN SOUTHWESTWARDLY ALONG SAID ARC OF CURVE A DISTANCE OF 264.0 FEET TO THE NORTHEAST CORNER OF COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO AS RECORDED IN MAP BOOK 20, PAGE 61 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RUN N 76°49'W 552.21 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY LINE OF COLLEGE PARK , NORTHWESTERN QUADRANGLE, UNIT TWO, RUN N 79°50'W 430.0 FEET TO THE NORTHWEST CORNER OF SAID COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO; THENCE ALONG THE WEST BOUNDARY LINE OF SAID COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RUN AS FOLLOWS: S 10°05'30"W 743.01 FEET, S 64°40'30"W 680.22 FEET, S 24°39'W 27.25 FEET TO A POINT ON THE NORTH TERMINUS OF MONTLIMAR DRAINAGE

CANAL; THENCE ALONG SAID NORTH TERMINUS, RUN N 65°21'W 85.0 FEET TO A POINT ON THE WEST RIGHT OF RIGHT OF WAY LINE OF SAID MONTLIMAR DRAINAGE CANAL; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN S 24°39'W 493.80 FEET TO THE P.C. OF A CURVE TO THE LEFT; SAID CURVE HAVING A CENTRAL ANGLE OF 25°00' AND A RADIUS OF 1960.10 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 855.25 FEET TO THE P.T. OF SAID CURVE; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN S 89°39'W 10.0 FEET TO APPOINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN S 00°21'E 220 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF DAUPHIN STREET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF DAUPHIN STREET, RUN WESTWARDLY 1815 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF YESTER OAKS, SECTION NINE AS RECORDED IN MAP BOOK 59, PAGE 64 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE EAST BOUNDARY LINE OF SAID YESTER OAKS, SECTION NINE, RUN N 01°02'30"W 370.0 FEET TO THE NORTHEAST CORNER OF SAID YESTER OAKS, SECTION NINE; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION NINE, RUN N 80°01'20"W 107.34 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION NINE, RUN N 80°01'20"W 107.34 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY LINE OF YESTER OAKS, SECTION NINE, RUN N 88°10'45"W 290.0 FEET TO THE NORTHWEST CORNER OF SAID YESTER OAKS, SECTION NINE; SAID POINT ALSO BEING THE NORTHEAST CORNER OF YESTER OAKS, SECTION FIVE AS RECORDED IN MAP BOOK 17, PAGE 116 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION FIVE, RUN AS FOLLOWS: N 83°55'W 291.76 FEET, N 41°46'W 39.70 FEET, S 87°51'W 180.0 FEET, S 59°36'30"W 158.35 FEET, S 85°47'00"W 180.40 FEET TO A POINT ON THE EAST BOUNDARY LINE OF YESTER OAKS, SECTION FOUR AS RECORDED IN MAP BOOK 17, PAGE 115 OF SAID PROBATE COURT RECORDS; THENCE ALONG SAID EAST BOUNDARY LINE OF YESTER OAKS, SECTION FOUR, RUN N 00°05'45"E 220.0 FEET ON THE NORTHEAST CORNER OF SAID YESTER OAKS, SECTION FOUR; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION FOUR, RUN S 88°57'30"W 150.0 FEET TO A POINT; THENCE RUN N 00°05'45"E 49.75 FEET TO A POINT ON THE EAST BOUNDARY LINE OF SECTION ONE, YESTER OAKS AS RECORDED IN MAP BOOK 9, PAGE 14 OF SAID PROBATE COURT RECORDS; THENCE ALONG SAID EAST BOUNDARY LINE OF SECTION ONE, YESTER OAKS, RUN AS FOLLOWS: N 54°14'40"E 334.01 FEET, N 18°49'40"E 581.56 FEET, N 11°57'42"E 464.43 FEET, N 01°32'18"W 439.09 FEET, N 38°20'11"W 311.20 FEET, N 46°25'06"W 101.34 FEET, N 38°51'41" 282.85 FEET, N 18°44'44"W 41.40 FEET TO THE NORTHEAST CORNER OF SAID SECTION ONE, YESTER OAKS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION ONE, YESTER OAKS, RUN N 81°08'14"W 14.22 FEET TO A POINT; SAID POINT BEING THE SOUTHEAST CORNER OF RESUBDIVIDED AND

AMENDED PERRY PLACE AS RECORDED IN MAP BOOK 85, PAGE 55 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE EAST BOUNDARY LINE OF SAID RESUBDIVIDED AND AMENDED PERRY PLACE AND A NORTHWARD PROJECTION THEREOF, RUN N 01°13'22"W 550.97 FEET TO A POINT; THENCE RUN S 89°45'22" E 92.30 FEET TO A POINT; THENCE RUN N 00°14'30" E 562.12 FEET TO A POINT; THENCE RUN N 89°53'17" W 96.54 FEET TO A POINT; THENCE RUN N 00°06'43" E 284.53 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN N 66°32'30"E 176.64 FEET TO THE NORTHWEST CORNER OF A.N.B. SUBDIVISION AS RECORDED IN MAP BOOK 35, PAGE 50 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE WEST BOUNDARY LINE OF SAID A.N.B. SUBDIVISION, RUN S 20°33'E 183.03 FEET TO THE SOUTHWEST CORNER OF SAID A.N.B. SUBDIVISION; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID A.N.B. SUBDIVISION, RUN N 66°32'30"E 166.94 FEET TO THE SOUTHEAST CORNER OF SAID A.N.B. SUBDIVISION; THENCE ALONG THE EAST BOUNDARY LINE OF SAID A.N.B. SUBDIVISION, RN N 08°12'E 214.74 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN N 66°32'30"E 422.72 FEET OF THE P.C. OF A CURVE TO THE RIGHT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE TO A POINT WHICH BEARS N 71°50'E 148.46 FEET FROM THE LAST DESCRIBED POINT; THENCE RUN S 00°01'43" E 442.52 FEET TO A POINT; THENCE RUN N 88°55'44" E 950.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF COLLEGE LANE; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF COLLEGE LANE RUN S 00°21'15" E 492.23 FEET; THENCE RUN N 89°38'45" E 40.0 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF COLLEGE LANE; THENCE ALONG SAID EAST RIGHT OF WAY LINE RUN N 00°02'15" W 492.93 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF LOYOLA LANE RUN N 89°20'45" E 476.78 FEET; THENCE RUN S 00°21'15" E 503.97 FEET TO A POINT; THENCE RUN N 89°22'19" E 2586.42 FEET TO THE POINT OF BEGINNING. CONTAINING 353 ACRES, MORE OR LESS.

ALSO: LOTS 19, 20, 21, 22 & 23, COLLEGE PARK NORTHWESTERN QUADRANGLE, UNIT TWO ACCORDING TO PLAT RECORDED IN MAP BOOK 20, PAGE 61 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, ALSO LOT 24 A, COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RESUBDIVISION OF LOTS 24 AND 27 AS PER PLAT RECORDED IN MAP BOOK 69, PAGE 44 OF SAID PROBATE COURT RECORDS, CONTAINING 11.0191 ACRES.

WHEREAS, the owner of said property applied for a Major Modification of the Planning Approval on November 19, 2024, allowing the expansion of an existing college in an R-1, Single-Family Residential Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on December 19, 2024 and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Provision of a note on the Planning Approval site plan stating the site will maintain compliance with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
2. Revision of the site plan to indicate a compliant enclosure for the dumpster;
3. 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;
4. Compliance with all Engineering comments noted in the staff report;
5. Compliance with all Traffic Engineering comments noted in the staff report;
6. Compliance with all Urban Forestry comments noted in the staff report;
7. Compliance with all Fire Department comments noted in the staff report;
8. Provision of a revised Planning Approval site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
9. 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. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration 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. Provision of a note on the Planning Approval site plan stating the site will maintain compliance with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
2. Revision of the site plan to indicate a compliant enclosure for the dumpster;

3. 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;
4. Compliance with all Engineering comments noted in the staff report;
5. Compliance with all Traffic Engineering comments noted in the staff report;
6. Compliance with all Urban Forestry comments noted in the staff report;
7. Compliance with all Fire Department comments noted in the staff report;
8. Provision of a revised Planning Approval site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
9. 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

**Brian Courtney, Spring Hill College
(Even M. Geerts, P.E., Duplantis Design Group, Agent)
6208 Grotto Road (Private Street)
Council District 7
Gina Gregory**



THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT
MOBILE CITY PLANNING COMMISSION

January 3, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

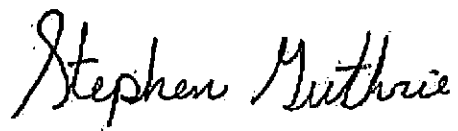
The Mobile City Planning Commission at its meeting on December 19, 2024, considered the request of Brian Courtney, Spring Hill College, for a Major Modification of a previously approved Planning Approval allowing the expansion of an existing college in an R-1, Single-Family Residential Suburban District for the property located at 6208 Grotto Road (Private Street).

After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Provision of a note on the Planning Approval site plan stating the site will maintain compliance with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
2. Revision of the site plan to indicate a compliant enclosure for the dumpster;
3. 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;
4. Compliance with all Engineering comments noted in the staff report;
5. Compliance with all Traffic Engineering comments noted in the staff report;
6. Compliance with all Urban Forestry comments noted in the staff report;
7. Compliance with all Fire Department comments noted in the staff report;
8. Provision of a revised Planning Approval site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
9. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

A handwritten signature in black ink that reads "Stephen Guthrie". The signature is written in a cursive style with a large initial 'S'.

Stephen Guthrie
Deputy Director, Planning & Zoning Department

dla
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION
December 26, 2024
"CORRECTED"

Brian Courtney, CPA, CMA – SHC CFO
Spring Hill College
4000 Dauphin Street
Mobile, Alabama 36608

Re: 6208 Grotto Road (Private Street)
MOD-003155-2024
Brian Courtney, Spring Hill College (Evan Geerts, P.E., Duplantis Design Group, Agent)
District 7
Major Modification of a previously approved Planning Approval allowing the expansion of an existing college in an R-1, Single-Family Residential Suburban District

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

At its meeting on December 19, 2024, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following Findings of Fact to support modification of the previously approved Planning Approval:

- a. The request is consistent with all applicable requirements of this Chapter;
- b. The request is compatible with the character of the surrounding neighborhood;
- c. The request will not impede the orderly development and improvement of surrounding property;
- d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- 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.

As such, the Planning Commission voted to recommend approval of the Major Planning Approval Modification to the City Council, subject to the following conditions:

1. Provision of a note on the Planning Approval and PUD site plans stating the site will maintain compliance with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
2. Revision of the site plan to indicate a compliant enclosure for the dumpster;
3. Provision of a note on the Final Planning Approval and PUD site plans stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Compliance with all Engineering comments noted in the staff report;
5. Compliance with all Traffic Engineering comments noted in the staff report;
6. Compliance with all Urban Forestry comments noted in the staff report;
7. Compliance with all Fire Department comments noted in the staff report;
8. Provision of revised Planning Approval and PUD site plans for review by Planning and Zoning prior to recording, and provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
9. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **\$959.12**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

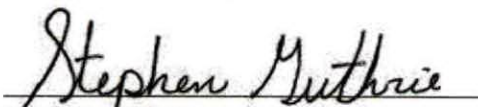
Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning

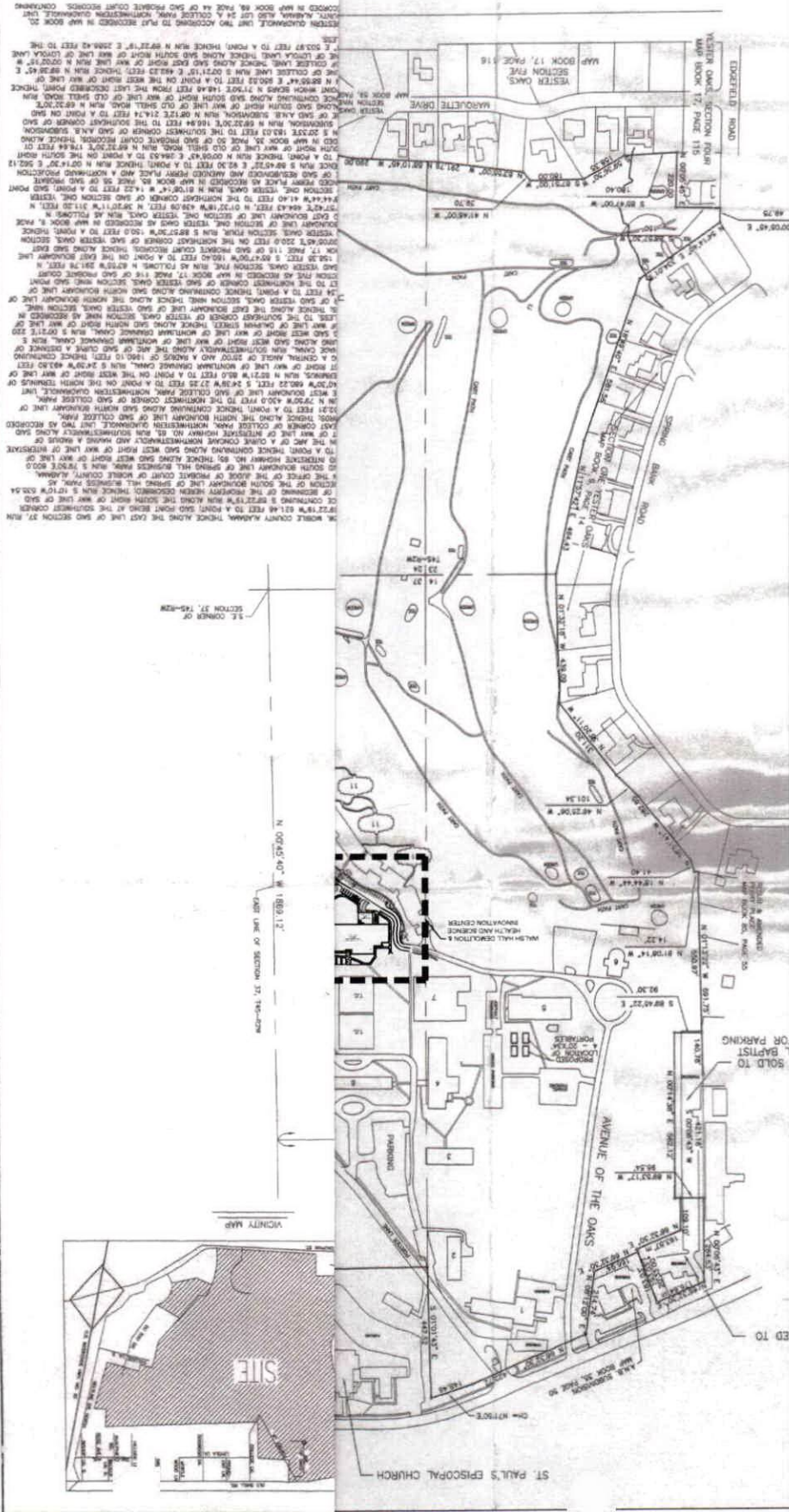
COMMENCING AT THE S.E. CORNER OF SECTION 37, T4S-R2W, MOBILE COUNTY ALABAMA; THENCE ALONG THE EAST LINE OF SAID SECTION 37, RUN N 00°45'40"W 1869.12 FEET TO A POINT; THENCE RUN S 89°22'19"W 621.46 FEET TO A POINT; SAID POINT BEING AT THE SOUTHWEST CORNER OF INTERSTATE HIGHWAY NO. 65 AND SOUTH AVENUE; THENCE CONTINUING S 89°22'19"W RUN ALONG THE SOUTH RIGHT OF WAY LINE OF SAID SOUTH AVENUE A DISTANCE OF 610.82 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 10°10'W 535.54 FEET TO A POINT; SAID POINT BEING ON A WESTWARD PROJECTION OF THE SOUTH BOUNDARY LINE OF SPRING HILL BUSINESS PARK, AS RECORDED IN MAP BOOK 56, PAGE 70 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE COURT OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID WESTWARD PROJECTION AND ALONG SAID SOUTH BOUNDARY LINE OF SPRING HILL BUSINESS PARK, RUN S 79°50'E 600.0 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65, RUN S 10°10'W 519.88 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65, RUN N 79°50'W 44.0 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHWESTWARDLY AND HAVING A RADIUS OF 7351.73 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65, RUN SOUTHWESTWARDLY ALONG SAID ARC OF CURVE A DISTANCE OF 264.0 FEET TO THE NORTHEAST CORNER OF COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO AS RECORDED IN MAP BOOK 20, PAGE 61 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RUN N 76°49'W 552.21 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY LINE OF COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RUN N 79°50'W 430.0 FEET TO THE NORTHWEST CORNER OF SAID COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO; THENCE ALONG THE WEST BOUNDARY LINE OF SAID COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RUN AS FOLLOWS: S 10°05'30"W 743.01 FEET, S 64°40'30"W 680.22 FEET, S 24°39'W 27.25 FEET TO A POINT ON THE NORTH TERMINUS OF MONTLIMAR DRAINAGE CANAL; THENCE ALONG SAID NORTH TERMINUS, RUN N 65°21'W 85.0 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID MONTLIMAR DRAINAGE CANAL; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN S 24°39'W 493.80 FEET TO THE P.C. OF A CURVE TO THE LEFT; SAID CURVE HAVING A CENTRAL ANGLE OF 25°00' AND A RADIUS OF 1960.10 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 855.25 FEET TO THE P.T. OF SAID CURVE; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN S 89°39'W 10.0 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN S 00°21'E 220 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF DAUPHIN STREET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF DAUPHIN STREET, RUN WESTWARDLY 1815 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF YESTER OAKS, SECTION NINE AS RECORDED IN MAP BOOK 59, PAGE 64 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE EAST BOUNDARY LINE OF SAID YESTER OAKS, SECTION NINE, RUN N 01°02'30"W 370.0 FEET TO THE NORTHEAST CORNER OF SAID YESTER OAKS, SECTION NINE; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION NINE, RUN N 80°01'20"W 107.34 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION NINE, RUN N 80°01'20"W 107.34 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY LINE OF YESTER OAKS, SECTION NINE, RUN N 88°10'45"W 290.0 FEET TO THE NORTHWEST CORNER OF SAID YESTER OAKS, SECTION NINE; SAID POINT ALSO BEING THE NORTHEAST CORNER OF YESTER OAKS, SECTION FIVE AS RECORDED IN MAP BOOK 17, PAGE 116 OF SAID

PROBATE COURT RECORDS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION FIVE, RUN AS FOLLOWS: N 83°55'W 291.76 FEET, N 41°46'W 39.70 FEET, S 87°51'W 180.0 FEET, S 59°36'30"W 158.35 FEET, S 85°47'00"W 180.40 FEET TO A POINT ON THE EAST BOUNDARY LINE OF YESTER OAKS, SECTION FOUR AS RECORDED IN MAP BOOK 17, PAGE 115 OF SAID PROBATE COURT RECORDS; THENCE ALONG SAID EAST BOUNDARY LINE OF YESTER OAKS, SECTION FOUR, RUN N 00°05'45"E 220.0 FEET ON THE NORTHEAST CORNER OF SAID YESTER OAKS, SECTION FOUR; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION FOUR, RUN S 88°57'30"W 150.0 FEET TO A POINT; THENCE RUN N 00°05'45"E 49.75 FEET TO A POINT ON THE EAST BOUNDARY LINE OF SECTION ONE, YESTER OAKS AS RECORDED IN MAP BOOK 9, PAGE 14 OF SAID PROBATE COURT RECORDS; THENCE ALONG SAID EAST BOUNDARY LINE OF SECTION ONE, YESTER OAKS, RUN AS FOLLOWS: N 54°14'40"E 334.01 FEET, N 18°49'40"E 581.56 FEET, N 11°57'42"E 464.43 FEET, N 01°32'18"W 439.09 FEET, N 38°20'11"W 311.20 FEET, N 46°25'06"W 101.34 FEET, N 38°51'41" 282.85 FEET, N 18°44'44"W 41.40 FEET TO THE NORTHEAST CORNER OF SAID SECTION ONE, YESTER OAKS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION ONE, YESTER OAKS, RUN N 81°08'14"W 14.22 FEET TO A POINT; SAID POINT BEING THE SOUTHEAST CORNER OF RESUBDIVIDED AND AMENDED PERRY PLACE AS RECORDED IN MAP BOOK 85, PAGE 55 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE EAST BOUNDARY LINE OF SAID RESUBDIVIDED AND AMENDED PERRY PLACE AND A NORTHWARD PROJECTION THEREOF, RUN N 01°13'22"W 550.97 FEET TO A POINT; THENCE RUN S 89°45'22" E 92.30 FEET TO A POINT; THENCE RUN N 00°14'30" E 562.12 FEET TO A POINT; THENCE RUN N 89°53'17" W 96.54 FEET TO A POINT; THENCE RUN N 00°06'43" E 284.53 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN N 66°32'30"E 176.64 FEET TO THE NORTHWEST CORNER OF A.N.B. SUBDIVISION AS RECORDED IN MAP BOOK 35, PAGE 50 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE WEST BOUNDARY LINE OF SAID A.N.B. SUBDIVISION, RUN S 20°33'E 183.03 FEET TO THE SOUTHWEST CORNER OF SAID A.N.B. SUBDIVISION; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID A.N.B. SUBDIVISION, RUN N 66°32'30"E 166.94 FEET TO THE SOUTHEAST CORNER OF SAID A.N.B. SUBDIVISION; THENCE ALONG THE EAST BOUNDARY LINE OF SAID A.N.B. SUBDIVISION, RN N 08°12'E 214.74 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN N 66°32'30"E 422.72 FEET OF THE P.C. OF A CURVE TO THE RIGHT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE TO A POINT WHICH BEARS N 71°50'E 148.46 FEET FROM THE LAST DESCRIBED POINT; THENCE RUN S 00°01'43" E 442.52 FEET TO A POINT; THENCE RUN N 88°55'44" E 950.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF COLLEGE LANE; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF COLLEGE LANE RUN S 00°21'15" E 492.23 FEET; THENCE RUN N 89°38'45" E 40.0 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF COLLEGE LANE; THENCE ALONG SAID EAST RIGHT OF WAY LINE RUN N 00°02'15" W 492.93 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF LOYOLA LANE RUN N 89°20'45" E 476.78 FEET; THENCE RUN S 00°21'15" E 503.97 FEET TO A POINT; THENCE RUN N 89°22'19" E 2586.42 FEET TO THE POINT OF BEGINNING. CONTAINING 353 ACRES, MORE OR LESS.

ALSO: LOTS 19, 20, 21, 22 & 23, COLLEGE PARK NORTHWESTERN QUADRANGLE, UNIT TWO ACCORDING TO PLAT RECORDED IN MAP BOOK 20, PAGE 61 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, ALSO LOT 24 A, COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RESUBDIVISION OF LOTS 24 AND 27 AS PER PLAT RECORDED IN MAP BOOK 69, PAGE 44 OF SAID PROBATE COURT RECORDS, CONTAINING 11.0191 ACRES.

PUD NOTES:

THE INFORMATION ON THIS PAGE IS PROVIDED BY THE CITY OF CHICAGO AND IS NOT A REPRESENTATION OF THE CITY OF CHICAGO. THE CITY OF CHICAGO IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. THE CITY OF CHICAGO IS NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE INFORMATION ON THIS PAGE.



PRELIMINARY - FOR
REVIEW ONLY

SPRING HILL HEALTH AND SCIENCE INNOVATION CENTER
SPRING HILL COLLEGE
 6108 GROTTO ROAD, MOBILE, AL 36608
 251-981



2700 OLD SHELL ROAD
MOBILE, AL 36608
251.980.9891

10/29/2024

NO. DATE CH.

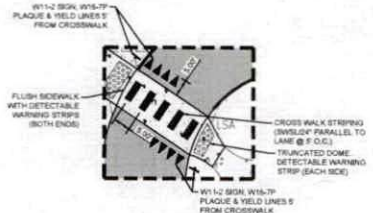
030107000 237084

1986-23-08150
DOC-23-1673

PLANNING APPROVAL

200	0	100	200
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PA-I



DETAIL "A"
1" = 20'

TREE PROTECTION NOTE:
SEE EXISTENCE CONTROL AND DETAIL SHEETS FOR TREE PROTECTION. EXTREME CAUTION SHALL BE TAKEN WHEN WORKING IN PROXIMITY OF ALL TREES WHICH ARE TO REMAIN. CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL CITY REQUIREMENTS AND NOTIFICATIONS TO THE URBAN FORESTOR WHEN REQUIRED. USE OF A CERTIFIED ARBORIST WHEN WORKING WITHIN THE CRITICAL ROOT ZONES OF ALL TREES TO REMAIN IS REQUIRED.

- SITE PLAN NOTES:**
- CONTRACTOR SHALL REFER TO ARCHITECTURAL & MEIP PLANS FOR EXACT LOCATIONS & DIMENSIONS OF BUILDING, ARCHITECTURE, SIDEWALKS, EAT PORCHES, RAMPS, TRUCK DOCKS, & EXACT BUILDING UTILITY SERVICE ENTRANCE LOCATIONS AT THE BUILDING.
 - ALL UNSURFACED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL, SEED, MULCH, OR SOIL & WATERED UNTIL A HEALTHY STAND OF GRASS IS OBTAINED AS INDICATED ON THE LANDSCAPING PLAN.
 - PROPERTY & TOPOGRAPHIC SURVEY WAS PREPARED ON OCTOBER 10, 2024 BY WATTEY SURVEYING, INC.
 - CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING BENCHMARKS.
 - PRIOR TO THE START OF CONSTRUCTION ACTIVITIES THE CONTRACTOR MUST CALL 811 AND THE LOCAL UTILITY PROVIDERS TO HAVE ALL UTILITIES MARKED WITHIN THE PROJECT AREA. AFTER UTILITIES ARE MARKED, THE CONTRACTOR SHALL PERFORM A PLAN IN HAND WALK THRU OF THE ENTIRE PROJECT AREA AND SHALL CONTACT THE CIVIL ENGINEER IMMEDIATELY IF THERE ARE ANY DEVIATIONS IN THE LOCATIONS OF EXISTING UTILITIES SHOWN IN THE PLANS AND/OR THE PRESENCE OF UTILITIES THAT ARE NOT SHOWN IN THE PLANS.
 - CONTRACTOR SHALL REFER TO ARCHITECT'S PLANS & SPECIFICATIONS FOR ENTRY LOCATION OF ALL WATER, SEWER SERVICE, ELECTRICAL, TELEPHONE & GAS SERVICE. CONTRACTOR SHALL COORDINATE INSTALLATION OF UTILITIES IN SUCH A MANNER AS TO AVOID CONFLICTS & ASSURE PROPER DEPTHS ARE ACHIEVED AS WELL AS COORDINATING WITH THE REGULATORY AGENCY AS TO THE LOCATION & RE-CONNECTIONS TO THEIR FACILITIES.
 - ALL DIMENSIONS SHOWN TO BUILDING ARE TO OUTSIDE FACE OF BUILDING AS PROVIDED BY THE PROJECT ARCHITECT.
 - ALL NECESSARY PERMITS & APPROVALS FROM AGENCIES GOVERNING THE CONSTRUCTION OF THIS WORK SHALL BE SECURED PRIOR TO BEGINNING CONSTRUCTION.
 - THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL AREAS INDICATED TO REMAIN UNDISTURBED OR TO REMAIN AS BUFFERS AND ALL PROPERTY MARKERS. CONTRACTOR SHALL REPLACE ALL THIS ELIMINATED OR DAMAGED DURING CONSTRUCTION.
 - CONTRACTOR IS RESPONSIBLE FOR REPAIRS OR DAMAGE TO ANY EXISTING IMPROVEMENTS DURING CONSTRUCTION, SUCH AS, BUT NOT LIMITED TO, DRAINAGE UTILITIES, PAVEMENT, STRIPING, CURBS, ETC. REPAIRS SHALL BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS.
 - THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF ALL UNDERGROUND UTILITIES WITH HIS WORK. ALL UNDERGROUND UTILITIES (WATER, SANITARY SEWER, STORM SEWER, ELECTRICAL, CONDUIT, IRRIGATION SYSTEMS, & ANY OTHER MISC. UTILITIES) SHALL BE IN PLACE PRIOR TO THE PLACEMENT OF BASE COURSE MATERIAL, & THE PLACEMENT OF ANY APPROPRIATE SOIL STABILIZATION TECHNIQUE.
 - CONTRACTOR SHALL MATCH EXISTING PAVEMENT IN GRADE & ALIGNMENT AT TEEN LOCATIONS.
 - ALL WORK SHOWN SHALL BE DONE IN ACCORDANCE WITH CONSTRUCTION DOCUMENTS.
 - ALL STRIPING LOCATED ON SITE SHALL COMPLY WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION UNLESS OTHERWISE NOTED). STRIPING IMPROVEMENTS LOCATED WITHIN THE ROAD RIGHT OF WAY CURRENT OR PROPOSED FUTURE SHALL COMPLY WITH THE REQUIREMENTS OF THE JURISDICTION.
 - ANY WORK IN THE RIGHT OF WAY SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF MOBILE AND/OR THE ALABAMA DEPARTMENT OF TRANSPORTATION & DEVELOPMENT'S STANDARD DRAWINGS & SPECIFICATIONS (WHICHEVER IS MORE STRINGENT AND AS DIRECTED BY THE OWNER).
 - THE PROPERTIES SHOWN HEREIN ARE WITHIN ZONE A UNHAGED ACCORDING TO FLOOD AREAS OF INSURANCE RATE MAPS PUBLISHED BY F.E.M.A. COMMUNITY PANEL NO. 5107C0003 (DATED 06/05/2020).
 - DIMENSIONS ARE TO FACE OF CURB UNLESS NOTED OTHERWISE.
 - CONTRACTOR SHALL SUBMIT A SIDEWALK AND PAVEMENT JOINT PLAN FOR OWNER APPROVAL AS A SUBMITTAL.



SPRING HILL HEALTH AND SCIENCE INNOVATION CENTER
100% CONSTRUCTION DOCUMENTS
SPRING HILL COLLEGE
6208 GROTTO ROAD, MOBILE AL 36608
23-081

23-081

ENGINEER OF RECORD

DDG

3703 OLD SHELL ROAD
MOBILE, AL 36608
251.930.5891

ISSUE DATE
11/15/2024

NO.	DATE	DESCRIPTION
1		ISSUE

PROJECT NUMBER
WHA 23-081 00
DDG 23-1473

DRAWING TITLE
SITE PLAN

SCALE IN FEET
20 10 0 10 20

SHEET NUMBER
C-1



Z:\02023-081\SPRING HILL\23-081 SITE PLAN.DWG

QUANTITY TAKEOFF DISCLAIMER:

QUANTITIES NOTED ON PLANS ARE OFFERED AS A CONVENIENCE TO THE CONTRACTOR FOR BID PURPOSES ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES AND REPORT ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT.

W&S
DESIGN

landscape architects
www.w-and-s-design.com



SPRING HILL HEALTH AND SCIENCE INNOVATION CENTER
100% CONSTRUCTION DOCUMENTS

SPRING HILL COLLEGE
6208 GROTTO ROAD, MOBILE, AL 36608
23-081

Figure 1

PROJECT RECORD:
WILLIAMS
BLACKSTOCK
ARCHITECTS

ISSUE DATE:
11/15/2024

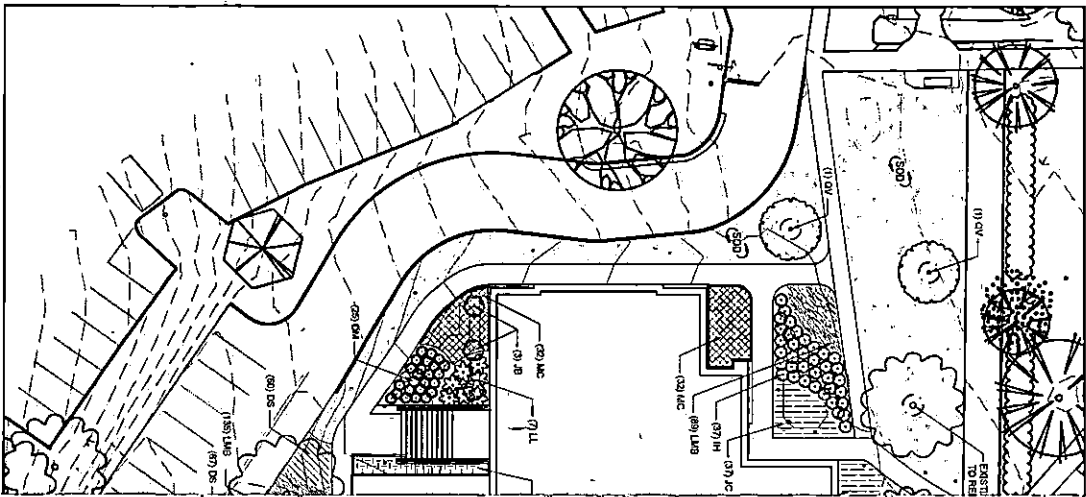
REVIEWS: _____
MO. DATE RECEIVED _____

PROJECT NUMBER
23-081

LANDSCAPE
PLANTING PLAN

SMALL NUMBER

1 LANDSCAPE PLANTING PLAN
Scale: 1" = 20'



	CONT	CALL	HT
	30 GAL	7'	8'
	30 GAL	8'	
NETT SWEET GUM	30 GAL	7'	8'
	BAB OR CONT	7'	10-12'
	BAB OR CONT	7'	10-12'
CONT	HT	SPACING	
3 GAL		42" o.s.	
3 GAL		36" o.s.	
3 GAL		36" o.s.	
3 GAL		36" o.s.	
3 GAL		72" o.s.	
3 GAL		42" o.s.	
3 GAL		42" o.s.	
3 GAL	35'	36" o.s.	
3 GAL		30" o.s.	
3 GAL		42" o.s.	
3 GAL		36" o.s.	
3 GAL		30" o.s.	
1 GAL		18" o.s.	
1 GAL		24" o.s.	
3 GAL		30" o.s.	
1 GAL		18" o.s.	
SOD			



November 18, 2024

Dear City of Mobile,

City of Mobile
Planning & Zoning

Spring Hill College -
Health and Science
Innovation Center

DDG Project #23-1673

DDG, on behalf of Spring Hill College, is submitting these PUD and PA modification requests. The requested modifications include the demolition of Walsh Hall and replacement with a new Health and Science Innovation Center. The proposed modifications are detailed further in the PUD and PA exhibit, site plan, and accompanying applications and checklists.

The proposed modifications are a re-development of existing developed area. The modifications will not only enhance the attractiveness of the campus both aesthetically and in program facilities, but will project the same attractiveness for the City of Mobile. All modifications are well within the internal areas of the campus and are not expected to have aesthetic or operational impacts on adjacent properties.

Should you require any additional information, please do not hesitate to contact us.

Sincerely,

Evan M. Geerts, PE
Duplant Design Group, PC



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:	Brian Courtney, CPA, CMA - SHC CFO	Evan M. Geerts, P.E.
Firm:	Spring Hill College	Duplantis Design Group
Phone:	251-380-2255	251.930.5891
Email:	bcourtney@shc.edu	egeerts@ddgpc.com
Address:	4000 Dauphin Street, Mobile, AL 36608	3703 Old Shell Rd, Mobile, AL 36608

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For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

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	Owner	Design Professional
Name:	Brian Courtney, CPA, CMA - SHC CFO	Evan M. Geerts, P.E.
Firm:	Spring Hill College	Duplant Design Group
Phone:	251-380-2255	251.930.5891
Email:	bcourtney@shc.edu	egeerts@ddgpc.com
Address:	4000 Dauphin Street, Mobile, AL 36608	3703 Old Shell Rd, Mobile, AL 36608

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

6208 Grotto Rd, Mobile, AL 36608

2.81 ac

Property Address

Property Area (acres or square feet)

2806373000024.000

Parcel Number(s) or Key Number(s)

B-1 & R-1

N/A

Present Zoning or Transect District

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.

Brian Courtney
Digitally signed by Brian Courtney
Date: 2024.11.12 13:32:17 -06'00'

Owner Signature

11/12/24
Date

Brian Courtney
Digitally signed by Brian Courtney
Date: 2024.11.12 13:42:37 -06'00'

Applicant or Agent Signature (if applicable)

11/12/24
Date

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

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

Brian Courtney
Digitally signed by Brian Courtney
Date: 2024.11.12 13:33:45 -06'00'

Applicant or Agent Signature

11/12/24
Date

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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 comprehensive plan encourages redevelopment. The existing building is blighted and not in use. Demolition and reconstruction will not only improve the character of the community, but it will enhance the experience which the Spring Hill College campus provides to the City of Mobile.

Institutional

Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

This project would provide a new institutional building in place of a vacant building. The use remains educational which is consistent with the surrounding College campus.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

This redevelopment will have no impact on adjacent properties. It is surrounded by other institutional buildings and contained within an established campus.

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

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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 existing building, Walsh Hall, is being demolished. The proposed building will be approximately 68' feet tall.

☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

A conceptual landscape plan is included. However, note that this building is within the confines of the overall Spring Hill College Campus.

☐ Lighting:

Lighting will be provided but will not impact adjacent properties.

☐ Hours of operation:

☐ Other conditions that are unique to the use of the property:

This property is within the Spring Hill Campus and is unique in its lack of impacts to adjacent properties due to it's internal location.

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 demolition project will provide remediation of existing environmental issues. No other detrimental effects are anticipated by the proposed redevelopment.

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.

It provides the ability to add a state of the art institutional building in the location of a vacant building which enhance the character of the community and attractiveness of Mobile as a destination for education and living.

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Corporate Letter of Authorization

I, Brian Courtney, 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 Spring Hill College, a corporation for the property located within the city limits of Mobile, Alabama at 6208 Grotto Rd, Mobile, AL 36608.

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.

Evan Geerts, Duplantis Design Group

Designee (1)

egeerts@ddgpc.com

Email

251.930.5891

Phone Number

Signature of Company Owner

Designee (2)

Email

Phone Number

11/18/2024

Date



Plan Submission Contact Information

Name of Project Spring Hill College - Health and Science Innovation Center

Address 6280 Grotto Road, Mobile, AL 36608

Owner Spring Hill College, Attn: Brian Courtney, CFO

Address 4000 Dauphin St, Mobile, AL Zip Code 36608

Phone 251-380-2255 Fax _____ Email bcourtney@shc.edu

Authorized Agent Dupantis Design Group

Address 3703 Old Shell Road, Mobile, AL Zip Code 36608

Phone 251-930-5891 Fax _____ Email egeerts@ddgpc.com

Contractor TBD

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer Same as Agent

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Architect WBA

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by: 

Evan M. Geerts

Signature
11-18-2024

Print

Engineer and Agent

Date

Affiliation to project/Organization

ABBENE MICHAEL M AND DEA E
ABBENE TRUSTEES
PO BOX 160
SUMMERDALE, AL 36580

ALLEN ANDREW W & DIANA F
2166 DAUPHIN ST
MOBILE, AL 36606

BAGWELL CHARLDEEN J
1410 FAIRVIEW ST
GRUNDY, VA 24614

BAKER GEORGE ROBERT &
JOYCE P BAKER
4272 BIT AND SPUR RD APT 9
MOBILE, AL 36608

BARTER MICHAEL G & SUSAN S BARTER
446 CLUBHOUSE DR
FAIRHOPE, AL 36532

BEAN PROPERTIES LLC
PO BOX 376
MOBILE, AL 36601

BEASLEY SHARRON ANN
4009 OLD SHELL RD APT C5
MOBILE, AL 36608

BEDSOLE TRAVIS M JR & SUSAN D
BEDSOLE
310 LONG CT
MOBILE, AL 36609

BITTNER RENEE A & LAFFRE R CHERI
510 PINE ST
CAMDEN, SC 29020

BMAX LLC
4109 URSULINE DRIVE
MOBILE, AL 36608

BREVARD SIDNEY A III &
ELIZABETH B BREVARD AS
3766 SOUTH RHONDA DR
MOBILE, AL 36608

BRIDGES PAUL E & MARY
110 MYRTLE WOOD LN
MOBILE, AL 36608

CAZALAS DAVID A
4009 OLD SHELL RD APT C24
MOBILE, AL 36608

CLARK LARRY WINSTON &
KATHLEEN MARIE CLARK
15 LITTLE GATE WAY
KINGSTON, GA 30145

COLLINS HOMER R
P O BOX 376
MOBILE, AL 36601

COOK'S LANDING AT
BON SECOUR LLC
3755 MORDECAI LN
MOBILE, AL 36608

CREEL BRUCE & EVA CREEL
3762 MOFFETT RD STE E
MOBILE, AL 36618

CROFT JAMES STEVEN &
THERESA A THOMPSON
4009 OLD SHELL RD APT E7
MOBILE, AL 36608

DAHMER EDWARD C JR
12307 MARGUERITE DR
CODEN, AL 36523

DIAZ MARIA T
4009 OLD SHELL RD APT E20
MOBILE, AL 36608

DULANEY JOAN B
4009 OLD SHELL RD APT C13
MOBILE, AL 36608

FOUNTAIN KATHLEEN FRAZER
2449 VENETIA RD
MOBILE, AL 36605

FRANGOS DINO N & KATHERINE C
FRANGOS
3610 THE CEDARS AVE
MOBILE, AL 36608

FRANKLIN SUSAN B
10 DRURY LN
MOBILE, AL 36608

FREEMAN DAVID A
3762 MORDECAI LN
MOBILE, AL 36608

FRIEDLANDER PAMELA SUSAN
4014 OLD SHELL RD
MOBILE, AL 36608

FRIEND JOHN H III
PO BOX 1645
MOBILE, AL 36633

GASTON GEARY A &
MARGARET P GASTON
8120-K HWY 98
SEMMES, AL 36575

GERNHAUSER HENRY A &
ELAINE M GERNHAUSER
4324 HIGHWAY 311
HOUMA, LA 70360

GONZALEZ PAUL JOHN
280 S AVENIDA CABALLEROS UNIT 126
PALM SPRINGS, CA 92262

GREGORY VICKI
4009 OLD SHELL RD UNIT B5
MOBILE, AL 36608

GUY JOHN STACY
4513 OLD SHELL RD STE C
MOBILE, AL 36608

HAMILTON CATHRINE V
8706 PATTERSON PATH
LILLIAN, AL 36549

HARKNESS MARGARET P
4009 OLD SHELL RD APT E6
MOBILE, AL 36608

HUFFSTUTLER NANCY M &
JAMES K HUFFSTUTLER JR
38 BUERGER RD
MOBILE, AL 36608

JACKSON ROBERT G &
WINIFRED S JACKSON
4009 OLD SHELL RD APT E9
MOBILE, AL 36608

JAYE VIRGINIA R
4009 OLD SHELL RD UNIT B10
MOBILE, AL 36608

JONES BERNICE C
18779 SCENIC HIGHWAY 98
FAIRHOPE, AL 36532

LANE DAVID & SUSAN LANE
4810 MUMS CT
MOBILE, AL 36608

LANE JOHN M & JOAN H LANE AS
CO-TRUSTEES OF
612 HERNANDO PL
DAUPHIN ISLAND, AL 36528

LANHAM DORIS C
4009 OLD SHELL RD APT D15
MOBILE, AL 36608

LEON LINDSAY MARGUERITE
4009 OLD SHELL RD APT E24
MOBILE, AL 36608

LUKE DAN D JR AS TRUSTEE OF THE
238 ROLLING HILL DR
DAPHNE, AL 36526

LURSEN KATHLEEN
4009 OLD SHELL RD APT B12
MOBILE, AL 36608

MAGGARD DELOIS C
4009 OLD SHELL RD APT E3
MOBILE, AL 36608

MCCOY AMY MCDUFFIE
30846 PARAPET CT
SPANISH FORT, AL 36527

MCDANIEL HUEY G &
BUNNIE S MCDANIEL
3754 THE CEDARS AVE
MOBILE, AL 36608

MCLEOD ELIZABETH SUZANNE
4009 OLD SHELL RD APT B2
MOBILE, AL 36608

MCRAE BRENDA C
4009 OLD SHELL RD APT C11
MOBILE, AL 36608

MEADOR ANNE MEREDITH
4272 BIT AND SPUR RD #17
MOBILE, AL 36608

MIRROR LAKE RAQUET CLUB
P O BOX 40004
MOBILE, AL 36604

MITCHELL ALICE SCHAFER
6065 BUCHANAN CIR
MCDONOUGH, GA 30252

MJDM LIVING TRUST
OF AUGUST 4, 2020
4009 OLD SHELL RD APT A5
MOBILE, AL 36608

ORLEANS FAMILY LLC
4009 OLD SHELL RD APT C22
MOBILE, AL 36608

PIERCE MICHAEL TRAVIS
140 SECRETARIAT PL
MADISON, AL 35756

POND SUE CALDWELL
4009 OLD SHELL RD APT C21
MOBILE, AL 36608

PRINGLE ANNA BELL
4009 OLD SHELL RD APT D5
MOBILE, AL 36608

RADCLIFF VIRGINIA STINSON
20 N REED AVE
MOBILE, AL 36604

REYNOLDS RUSSELL T
4009 OLD SHELL RD APT D10
MOBILE, AL 36608

RIIS JERI A & ERLING RIIS III
4009 OLD SHELL RD APT E22
MOBILE, AL 36608

ROEDDER GWENDOLYN A
211 LEVERT AVE
MOBILE, AL 36607

RTD DEVELOPERS LLC
3851 OLD SHELL RD
MOBILE, AL 36608

SAINT PAULS EPISCOPAL
161 DOGWOOD LN
MOBILE, AL 36608

SAINT PAULS EPISCOPAL
3811 OLD SHELL RD
MOBILE, AL 36608

SAINT PAULS EPISCOPAL
4051 OLD SHELL RD
MOBILE, AL 36608

SAINT-PAUL CARLA
771 HENCKLEY AVE
MOBILE, AL 36609

SCOTT PAUL ANTHONY &
SHELLY MAY SCOTT
4107 RIDGELAWN DR
MOBILE, AL 36608

SLEDGE ANNE T
121 RIDGELAWN DR E
MOBILE, AL 36608

SMITH BRENT M &
KENDALL S SMITH
354 TUTHILL LN
MOBILE, AL 36608

SPANISH VILLA VEST LLC
MICHAEL ELY
6111 PEACHTREE DUNWOODY RD
ATLANTA, GA 30328

BRIAN COURTNEY c/o
SPRING HILL COLLEGE
4000 DAUPHIN ST
MOBILE, AL 36608

SPRING HILL COLLEGE PRESIDENT &
TRUSTEES OF THE
4000 DAUPHIN ST
MOBILE, AL 36608

SPRINGHILL MANOR, LLC
740 MUSEUM DR
MOBILE, AL 36608

STOUT PAMELA N
AS TRUSTEE OF THE PAMELA N
3235 MCRAE DR
MOBILE, AL 36695

TEW MICHAEL B & RHONDA K TEW
516 BUCHANAN DR
DAUPHIN ISLAND, AL 36528

THE PROTESTANT EPISCOPAL
3811 OLD SHELL RD
MOBILE, AL 36608

TOOMEY PATRICK DOBBIN
P O BOX 530484
BIRMINGHAM, AL 35253

VICKERS NOAH GATES
4009 OLD SHELL RD APT A6
MOBILE, AL 36608

WALLER JOE P & MARTHA H
4009 OLD SHELL RD UNIT D-11
MOBILE, AL 36608

WALTERS C L JR
650 RIDGEFIELD DRIVE
MOBILE, AL 36608

WELLS JUDSON W & BARBARA W WELLS
4009 OLD SHELL RD APT C19
MOBILE, AL 36608

WHETROCK LLC
10 AUDUBON PL
FAIRHOPE, AL 36532

WHIGHAM ROBERT E III &
MEAGHER LEE
51 OAKLAND AVE
MOBILE, AL 36608

WILHELM DAVID A &
GREER M WILHELM
P O BOX 81241
MOBILE, AL 36689

WILRAN NUMBER FIVE LLC
7 YESTER PL
MOBILE, AL 36608

WIZARD PROPERTIES LLC
89 TUTHILL LN
MOBILE, AL 36608

DUPLANTIS DESIGN GROUP, P.C.
3703 OLD SHELL RD
MOBILE, AL 36608



Agenda Item # 12

MOD-003155-2024 & MOD-003148-2024

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

[Applicant Materials for Consideration – Planning Approval Modification](#)

[Applicant Materials for Consideration – Planned Unit Development Modification](#)

DETAILS

Location:

6208 Grotto Road (Private Street)

Applicant / Agent:

Brian Courtney, Spring Hill College (Evan M. Geerts,
P.E., Duplantis Design Group, Agent)

Property Owner:

Spring Hill College

Current Zoning:

R-1, Single-Family Residential Suburban District

Future Land Use:

Institutional, Mixed Density Residential, and
Traditional Neighborhood Center

Applicable Codes, Policies, and Plans:

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

Schedule for Development:

- Not provided.

Proposal:

- Modification of a previously approved Planning Approval
- Modification of a previously approved Planned Unit Development

Considerations:

1. Modification of a previously approved Planning Approval with ten (10) conditions; and
2. Modification of a previously approved Planned Unit Development with ten (10) conditions.

Report Contents:

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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 schools, and residential and commercial units.

APPLICATION NUMBER 12 DATE December 19, 2024
 APPLICANT Brian Courtney, Spring Hill College (Evan M. Geerts, P.E., Duplantis Design Group, Agent)
 REQUEST PUD Modification, Planning Approval Modification



SITE HISTORY

The site has been before the Planning Commission several times for Planned Unit Development approval to allow multiple buildings on a single property with shared access and parking, as well as Planning Approvals to allow a college to be located in an R-1 District. The site was most recently before the Planning Commission on June 4, 2015.

There have been no Board of Zoning Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

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:

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-sprinklered commercial buildings, within 600' of sprinklered commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

The applicant is proposing the demolition of an existing building, and the construction of a new building in the same location. Detailed descriptions of the request are available via the links on page 1 of this report.

The site is surrounded by properties that are mostly zoned R-1, Single Family Residential Suburban District and developed residentially. There is also St. Paul's Episcopal School, zoned R-1, which abuts the site, in addition to various commercially zoned and developed sites.

The site plan depicts the existing development, the proposed new building, and eight (8) additional parking spaces. The location of the proposed structure is interior to the existing college, and will comply with all setback and buffer requirements. The application states that 11 parking spaces are to be removed with the demolition of the existing building, making for a total loss of three (3) parking spaces, as proposed. If approved, the site plan should be revised to indicate that the site will still have a compliant amount of parking spaces overall.

A previously approved tree and landscape area plan is on file with the Planning and Zoning Department and will need to be amended to reflect the additional building and parking spaces. The revised plan should be submitted at the time requests for permits are made, and notes should be placed on the Planning Approval and PUD site plans stating the site will maintain compliance with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC.

A dumpster is illustrated on the site plan. If approved, a complaint enclosure for the dumpster should be indicated on the site plan.

It should be noted that future development or redevelopment of the site may require additional modifications of the Planning Approval and PUD 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.

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:

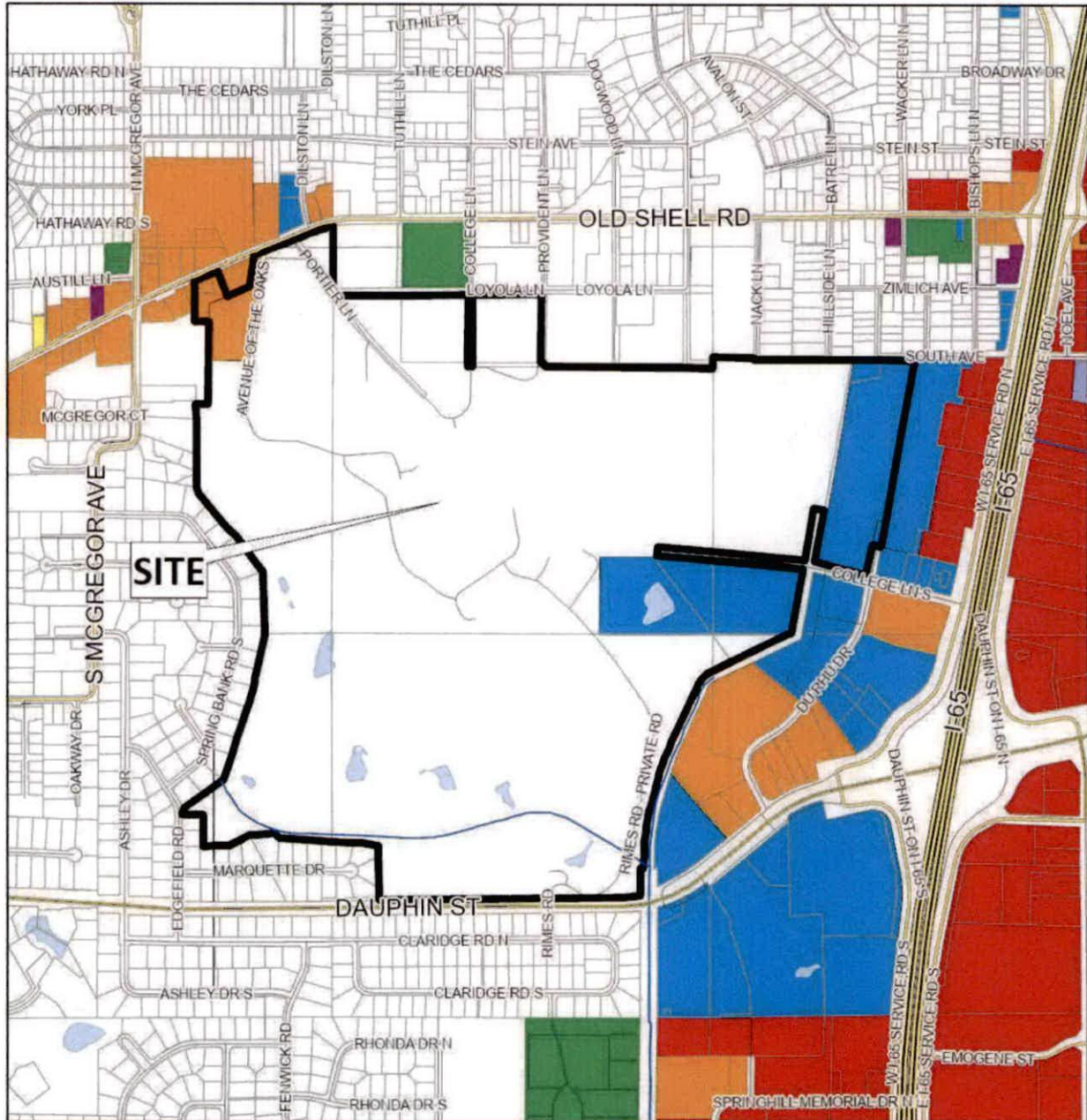
1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working 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.

Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planning Approval / Planned Unit Development, the following conditions should apply:

1. Provision of a note on the Planning Approval and PUD site plans stating the site will maintain compliance with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
2. Revision of the site plan to indicate a complaint enclosure for the dumpster;
3. Revision of the site plan to indicate that the site will have a compliant amount of parking overall;
4. Provision of a note on the Final Planning Approval and PUD site plans stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Compliance with all Engineering comments noted in this staff report;
6. Compliance with all Traffic Engineering comments noted in this staff report;
7. Compliance with all Urban Forestry comments noted in this staff report;
8. Compliance with all Fire Department comments noted in this staff report;
9. Provision of revised Planning Approval and PUD site plans for review by Planning and Zoning prior to recording, and provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
10. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



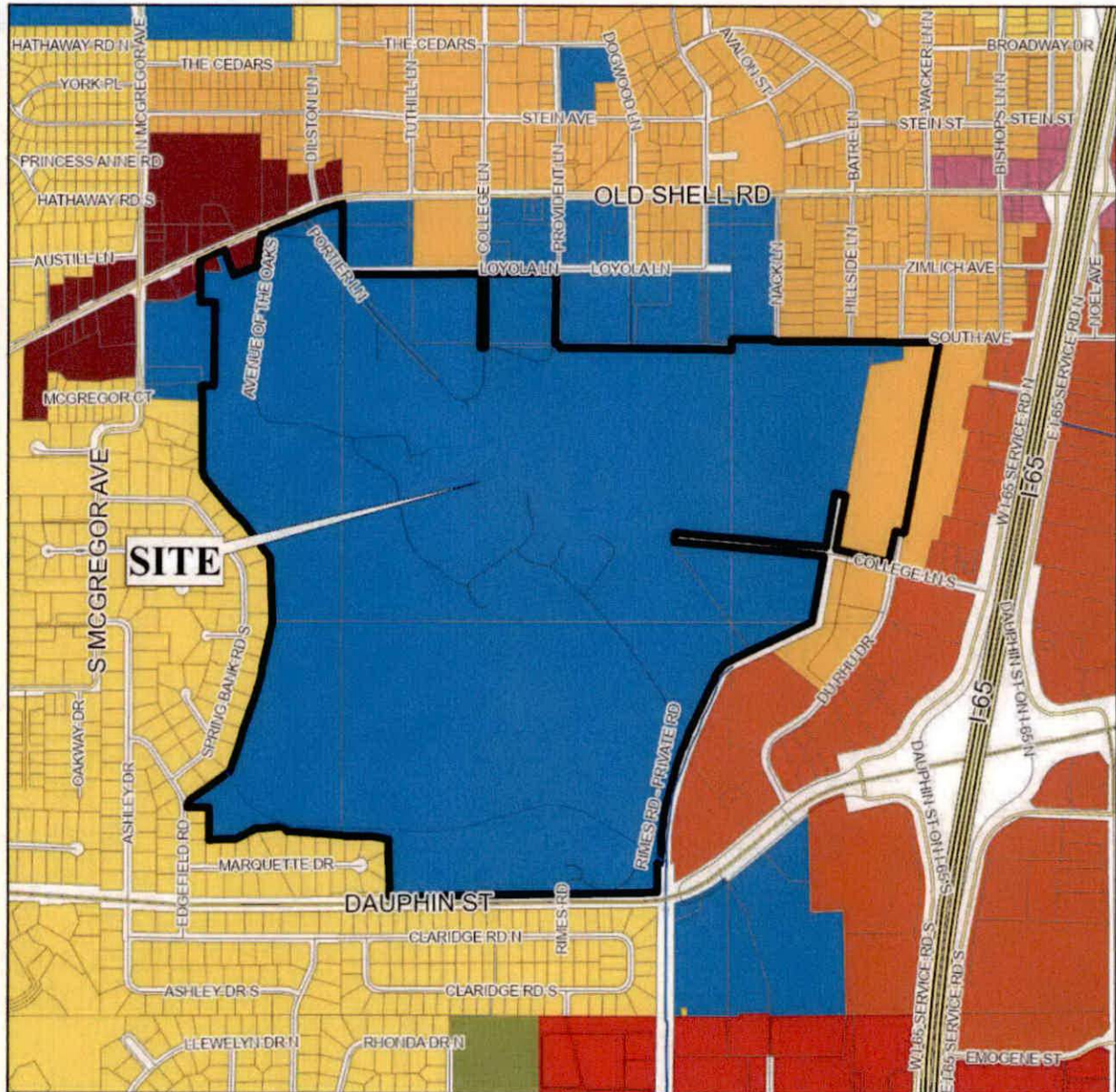
APPLICATION NUMBER 12 DATE December 19, 2024

APPLICANT Brian Courtney, Spring Hill College (Evan M. Geerts, P.E., Duplantis Design Group, Agent)

REQUEST PUD Modification, Planning Approval Modification



FLUM LOCATOR MAP



APPLICATION NUMBER 12 DATE December 19, 2024

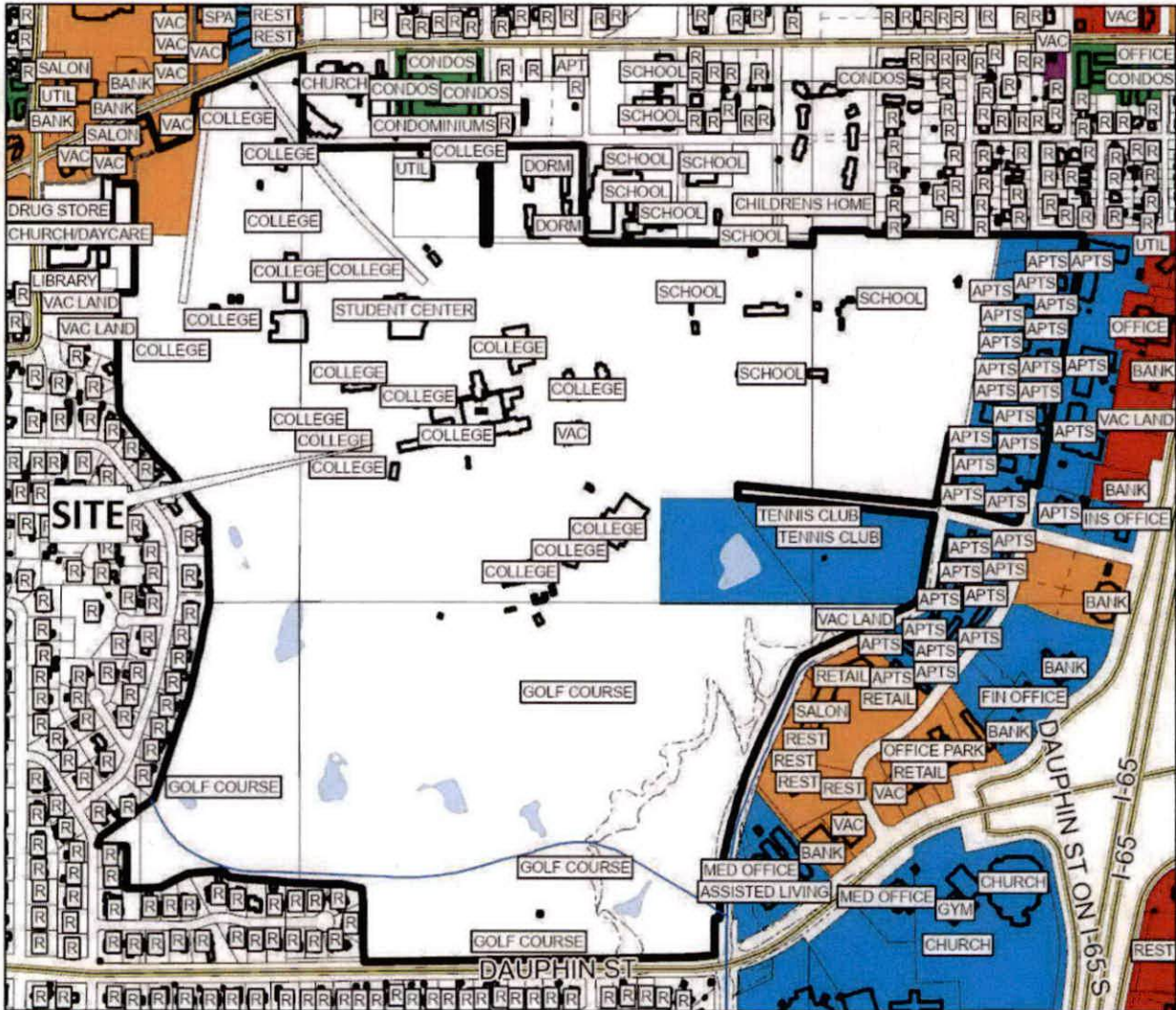
APPLICANT Brian Courtney, Spring Hill College (Evan M. Geerts, P.E., Duplantis Design Group, Agent)

REQUEST PUD Modification, Planning Approval 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	



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



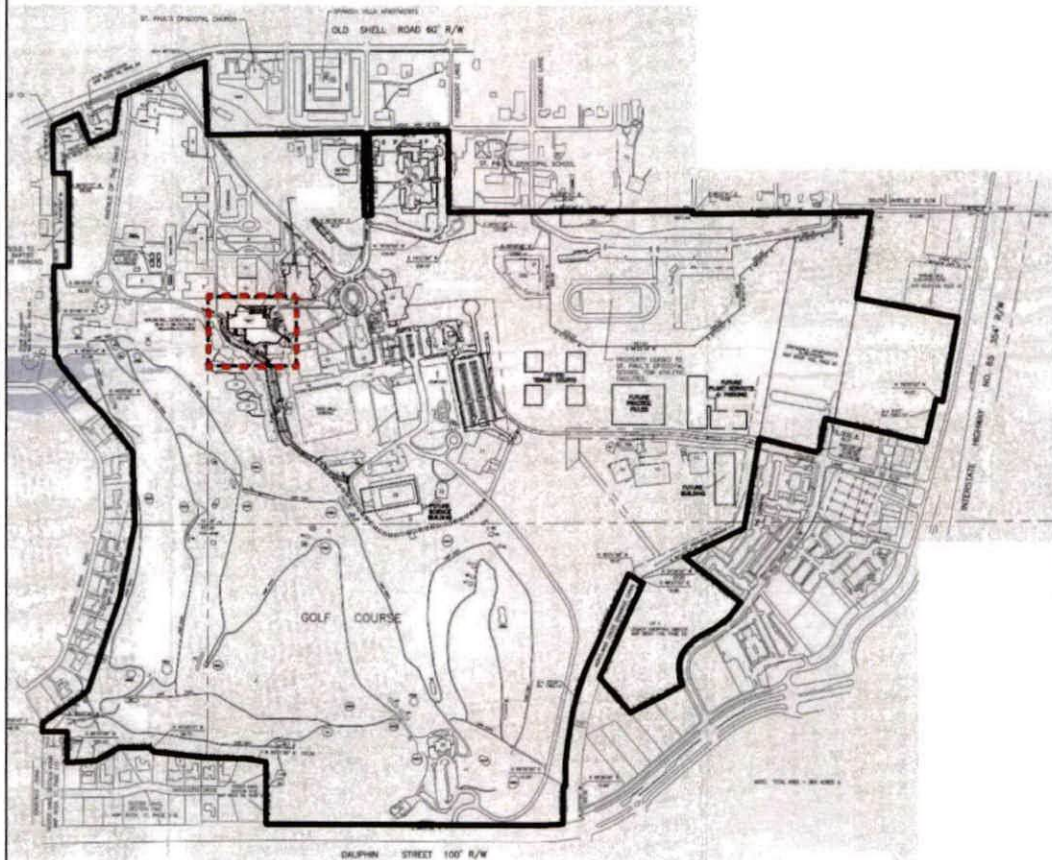
The site is surrounded by schools, and residential and commercial units.

APPLICATION NUMBER 12 DATE December 19, 2024
 APPLICANT Brian Courtney, Spring Hill College (Evan M. Geerts, P.E., Duplantis Design Group, Agent)
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R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	



SITE PLAN

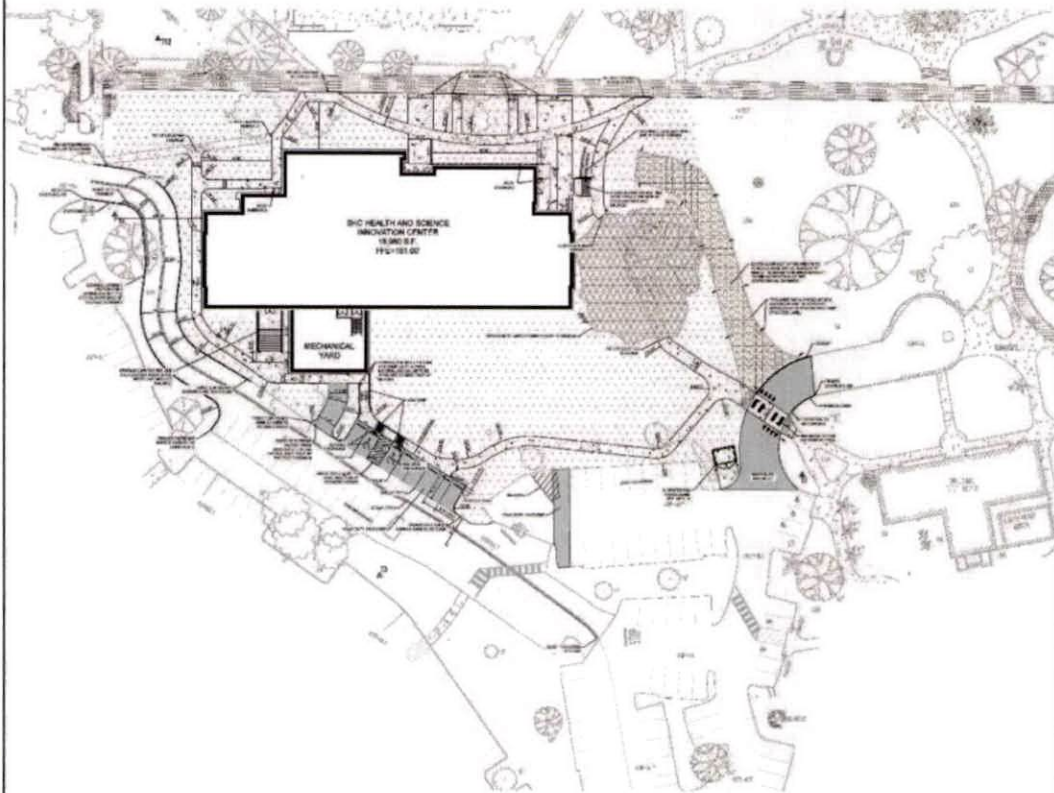


The site plan illustrates the existing building, and area for a proposed building.

APPLICATION NUMBER 12 DATE December 19, 2024
 APPLICANT Brian Courtney, Spring Hill College (Evan M. Geerts, P.E., Duplantis Design Group, Agent)
 REQUEST PUD Modification, Planning Approval Modification



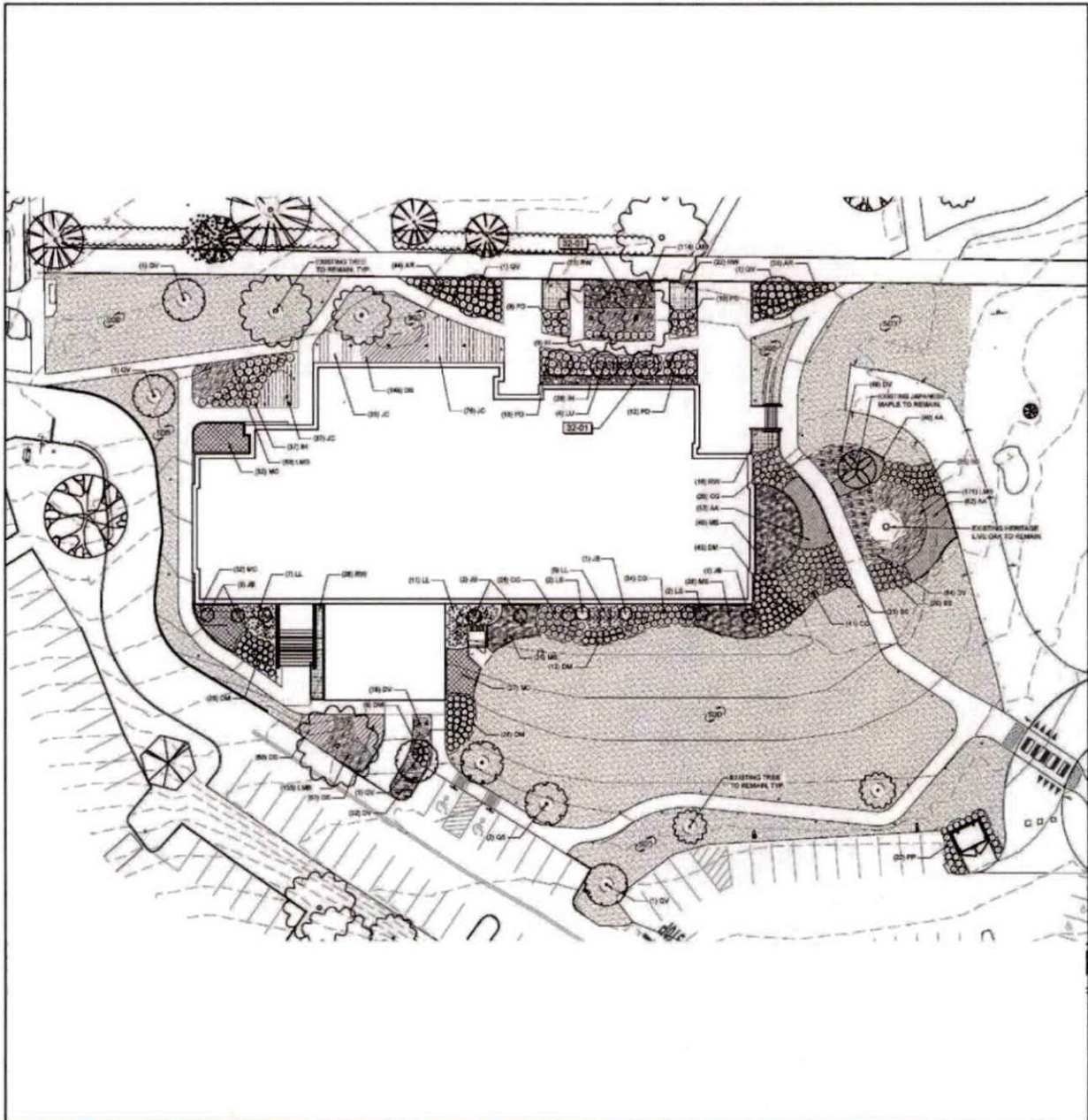
DETAIL SITE PLAN



APPLICATION NUMBER	12	DATE	December 19, 2024
APPLICANT	Brian Courtney, Spring Hill College (Evan M. Geerts, P.E., Duplantis Design Group, Agent)		
REQUEST	PUD Modification, Planning Approval Modification		



DETAIL SITE PLAN



APPLICATION NUMBER 12 DATE December 19, 2024

APPLICANT Brian Courtney, Spring Hill College (Evan M. Geerts, P.E., Duplantis Design Group, Agent)

REQUEST PUD Modification, Planning Approval Modification



ZONING DISTRICT CORRESPONDENCE MATRIX

	RESIDENTIAL - AG	R-A	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)
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.



MIXED DENSITY RESIDENTIAL (MxDR)

This designation applies mostly to residential areas located between Downtown and the Beltline, where the predominant character is that of a traditional neighborhood laid out on an urban street grid.

These residential areas should offer a mix of single family homes, townhouses, 2- to 4- residential unit buildings, accessory dwellings, and low- and mid-rise multifamily apartment buildings. The density varies between 6 and 10 du/ac, depending on the mix, types, and locations of the housing as specified by zoning.

Like LDR areas, MxDR areas may incorporate compatibly scaled and sited complementary uses such as neighborhood retail and office uses, schools, playgrounds and parks, and churches and other amenities that create a complete neighborhood fabric and provide safe and convenient access to daily necessities.

NEIGHBORHOOD CENTER (NC)

This land use designation applies to smaller hubs of mixed commercial, community, and recreational activity that cater to adjacent residential areas. Many of these centers exist today in some form. Therefore, the following common principles apply not just to the future development of new centers, but also to the redevelopment (wholesale or incremental) of existing centers.

General Principles for Neighborhood Centers:

- › NC should support a limited amount of commercial employment
 - › NC should incorporate some residential use, which may vary in type from detached single family, townhouse, accessory and live-work units in mixed use and low-rise multifamily structures.
 - › The residential density in NC designations –ranging from 4 to 10 du/ac– must be compatible in character with that of surrounding residential development, providing appropriate transitions in height, massing and other buffering from one land use district to the next.
 - › The retail and housing uses should merge around vibrant, compact, accessible nodes, located at key neighborhood intersections or along short road segments.
- › The NC nodes should be connected to the surrounding neighborhood and nearby public uses (e.g., schools, parks, etc.) via well-designed sidewalks and complete streets.

While the above-listed principles are common to all NC districts, the design attributes of neighborhood centers generally vary depending on whether a center is in a more “traditional” or more “suburban” context.

Additional Attributes of Neighborhood Centers:

- › **NC in traditional contexts:** These tend to be in those areas east of the Beltline and correspond to MxDR neighborhoods. In these NCs, buildings should orient to the street, with on-site parking typically pushed to the back of the site. The design qualities of the public realm are emphasized, including the provision of continuous sidewalks, tree canopy, pedestrian amenities, on-street parking and bicycle facilities where appropriate.
- › **NC in suburban contexts:** These generally are located among the LDR land use designations in the areas west of the Beltline. Where they exist, these centers currently have a more pronounced vehicular orientation. Therefore, the emphasis is on retrofitting to improve internal walkability (e.g., through the addition of sidewalks, tree canopy, protection from the elements) and external connectivity to the surrounding areas (via sidewalks, paths and trails, street crossings, transit stops, etc.) and to increase the mix and density of uses (e.g., infill of outparcels, addition of housing, etc.).

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Modification
of a Previously Approved Planned Unit Development
for Property located at 6208 Grotto Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 6, 2022, a public hearing will be held on the 18th day of February, 2025, at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a previously approved Planned Unit Development for property located at 6208 Grotto Road.

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

Sponsored by: Councilmember Gina Gregory

WHEREAS, a Planned Unit Development was approved on June 4, 2015 to amend the Master Plan of an existing college in an R-1, Single-Family Residential Suburban District, on property located at 6208 Grotto Road (Private Street) and described as follows:

COMMENCING AT THE S.E. CORNER OF SECTION 37, T4S-R2W, MOBILE COUNTY ALABAMA; THENCE ALONG THE EAST LINE OF SAID SECTION 37, RUN N 00°45'40"W 1869.12 FEET TO A POINT; THENCE RUN S 89°22'19"W 621.46 FEET TO A POINT; SAID POINT BEING AT THE SOUTHWEST CORNER OF INTERSTATE HIGHWAY NO. 65 AND SOUTH AVENUE; THENCE CONTINUING S 89°22'19"W RUN ALONG THE SOUTH RIGHT OF WAY LINE OF SAID SOUTH AVENUE A DISTANCE OF 610.82 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 10°10'W 535.54 FEET TO A POINT; SAID POINT BEING ON A WESTWARD PROJECTION OF THE SOUTH BOUNDARY LINE OF SPRING HILL BUSINESS PARK, AS RECORDED IN MAP BOOK 56, PAGE 70 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE COURT OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID WESTWARD PROJECTION AND ALONG SAID SOUTH BOUNDARY LINE OF SPRING HILL BUSINESS PARK, RUN S 79°50'E 600.0 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65, RUN S 10°10'W 519.88 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65, RUN N 79°50'W 44.0 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHWESTWARDLY AND HAVING A RADIUS OF 7351.73 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65, RUN SOUTHWESTWARDLY ALONG SAID ARC OF CURVE A DISTANCE OF 264.0 FEET TO THE NORTHEAST CORNER OF COLLEGE

PARK, NORTHWESTERN QUADRANGLE, UNIT TWO AS RECORDED IN MAP BOOK 20, PAGE 61 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RUN N 76°49'W 552.21 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY LINE OF COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RUN N 79°50'W 430.0 FEET TO THE NORTHWEST CORNER OF SAID COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO; THENCE ALONG THE WEST BOUNDARY LINE OF SAID COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RUN AS FOLLOWS: S 10°05'30"W 743.01 FEET, S 64°40'30"W 680.22 FEET, S 24°39'W 27.25 FEET TO A POINT ON THE NORTH TERMINUS OF MONTLIMAR DRAINAGE CANAL; THENCE ALONG SAID NORTH TERMINUS, RUN N 65°21'W 85.0 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID MONTLIMAR DRAINAGE CANAL; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN S 24°39'W 493.80 FEET TO THE P.C. OF A CURVE TO THE LEFT; SAID CURVE HAVING A CENTRAL ANGLE OF 25°00' AND A RADIUS OF 1960.10 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 855.25 FEET TO THE P.T. OF SAID CURVE; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN S 89°39'W 10.0 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN S 00°21'E 220 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF DAUPHIN STREET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF DAUPHIN STREET, RUN WESTWARDLY 1815 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF YESTER OAKS, SECTION NINE AS RECORDED IN MAP BOOK 59, PAGE 64 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE EAST BOUNDARY LINE OF SAID YESTER OAKS, SECTION NINE, RUN N 01°02'30"W 370.0 FEET TO THE NORTHEAST CORNER OF SAID YESTER OAKS, SECTION NINE; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION NINE, RUN N 80°01'20"W 107.34 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION NINE, RUN N 80°01'20"W 107.34 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY LINE OF YESTER OAKS, SECTION NINE, RUN N 88°10'45"W 290.0 FEET TO THE NORTHWEST CORNER OF SAID YESTER OAKS, SECTION NINE; SAID POINT ALSO BEING THE NORTHEAST CORNER OF YESTER OAKS, SECTION FIVE AS RECORDED IN MAP BOOK 17, PAGE 116 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION FIVE, RUN AS FOLLOWS: N 83°55'W 291.76 FEET, N 41°46'W 39.70 FEET, S 87°51'W 180.0 FEET, S 59°36'30"W 158.35 FEET, S 85°47'00"W 180.40 FEET TO A POINT ON THE EAST BOUNDARY LINE OF YESTER OAKS, SECTION FOUR AS RECORDED IN MAP BOOK 17, PAGE 115 OF SAID PROBATE COURT RECORDS; THENCE ALONG SAID EAST BOUNDARY LINE OF YESTER OAKS, SECTION FOUR, RUN N 00°05'45"E 220.0 FEET ON THE NORTHEAST CORNER OF SAID YESTER OAKS, SECTION FOUR; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION FOUR, RUN S 88°57'30"W 150.0 FEET TO A POINT; THENCE RUN N 00°05'45"E 49.75 FEET TO A POINT ON THE EAST BOUNDARY LINE OF SECTION ONE, YESTER OAKS AS RECORDED IN MAP BOOK 9, PAGE 14 OF SAID PROBATE COURT RECORDS; THENCE ALONG SAID EAST BOUNDARY LINE OF SECTION ONE, YESTER OAKS, RUN AS FOLLOWS: N 54°14'40"E 334.01 FEET, N 18°49'40"E 581.56 FEET, N 11°57'42"E 464.43 FEET, N 01°32'18"W 439.09 FEET, N 38°20'11"W 311.20 FEET, N 46°25'06"W 101.34 FEET, N 38°51'41"W 282.85 FEET, N 18°44'44"W 41.40 FEET TO THE NORTHEAST CORNER OF SAID SECTION ONE,

YESTER OAKS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION ONE, YESTER OAKS, RUN N 81°08'14"W 14.22 FEET TO A POINT; SAID POINT BEING THE SOUTHEAST CORNER OF RESUBDIVIDED AND AMENDED PERRY PLACE AS RECORDED IN MAP BOOK 85, PAGE 55 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE EAST BOUNDARY LINE OF SAID RESUBDIVIDED AND AMENDED PERRY PLACE AND A NORTHWARD PROJECTION THEREOF, RUN N 01°13'22"W 550.97 FEET TO A POINT; THENCE RUN S 89°45'22" E 92.30 FEET TO A POINT; THENCE RUN N 00°14'30" E 562.12 FEET TO A POINT; THENCE RUN N 89°53'17" W 96.54 FEET TO A POINT; THENCE RUN N 00°06'43" E 284.53 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN N 66°32'30"E 176.64 FEET TO THE NORTHWEST CORNER OF A.N.B. SUBDIVISION AS RECORDED IN MAP BOOK 35, PAGE 50 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE WEST BOUNDARY LINE OF SAID A.N.B. SUBDIVISION, RUN S 20°33'E 183.03 FEET TO THE SOUTHWEST CORNER OF SAID A.N.B. SUBDIVISION; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID A.N.B. SUBDIVISION, RUN N 66°32'30"E 166.94 FEET TO THE SOUTHEAST CORNER OF SAID A.N.B. SUBDIVISION; THENCE ALONG THE EAST BOUNDARY LINE OF SAID A.N.B. SUBDIVISION, RN N 08°12'E 214.74 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN N 66°32'30"E 422.72 FEET OF THE P.C. OF A CURVE TO THE RIGHT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE TO A POINT WHICH BEARS N 71°50'E 148.46 FEET FROM THE LAST DESCRIBED POINT; THENCE RUN S 00°01'43" E 442.52 FEET TO A POINT; THENCE RUN N 88°55'44" E 950.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF COLLEGE LANE; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF COLLEGE LANE RUN S 00°21'15" E 492.23 FEET; THENCE RUN N 89°38'45" E 40.0 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF COLLEGE LANE; THENCE ALONG SAID EAST RIGHT OF WAY LINE RUN N 00°02'15" W 492.93 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF LOYOLA LANE RUN N 89°20'45" E 476.78 FEET; THENCE RUN S 00°21'15" E 503.97 FEET TO A POINT; THENCE RUN N 89°22'19" E 2586.42 FEET TO THE POINT OF BEGINNING. CONTAINING 353 ACRES, MORE OR LESS.

ALSO: LOTS 19, 20, 21, 22 & 23, COLLEGE PARK NORTHWESTERN QUADRANGLE, UNIT TWO ACCORDING TO PLAT RECORDED IN MAP BOOK 20, PAGE 61 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, ALSO LOT 24 A, COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RESUBDIVISION OF LOTS 24 AND 27 AS PER PLAT RECORDED IN MAP BOOK 69, PAGE 44 OF SAID PROBATE COURT RECORDS, CONTAINING 11.0191 ACRES.

WHEREAS, the owner of said property applied for a Major Modification of the Planned Unit Development (PUD) on November 18, 2024, allowing the expansion of an existing college in an R-1, Single-Family Residential Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on December 19, 2024 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Provision of a note on the PUD site plan stating the site will maintain compliance with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;

2. Revision of the site plan to indicate a compliant enclosure for the dumpster;
3. Provision of a note on the Final Planning PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Compliance with all Engineering comments noted in the staff report;
5. Compliance with all Traffic Engineering comments noted in the staff report;
6. Compliance with all Urban Forestry comments noted in the staff report;
7. Compliance with all Fire Department comments noted in the staff report;
8. Provision of a revised PUD site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
9. 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. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration 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. Provision of a note on the PUD site plan stating the site will maintain compliance with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
2. Revision of the site plan to indicate a compliant enclosure for the dumpster;
3. 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;
4. Compliance with all Engineering comments noted in the staff report;
5. Compliance with all Traffic Engineering comments noted in the staff report;
6. Compliance with all Urban Forestry comments noted in the staff report;
7. Compliance with all Fire Department comments noted in the staff report;
8. Provision of a revised PUD site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
9. 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 synopsisized 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 18th day of February, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 22nd day of January, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 6208 Grotto Road (Private Street). The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on June 4, 2015. The owner of said property has applied for a Major Modification of the PUD amending the Master Plan of an existing college in an R-1, Single-Family Residential Suburban District. If approved, the major modification amending the Master Plan of an existing college in an R-1, Single-Family Residential Suburban District is subject to the following proposed conditions: 1. Provision of a note on the PUD site plan stating the site will maintain compliance with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC; 2. Revision of the site plan to indicate a compliant enclosure for the dumpster; 3. 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; 4. Compliance with all Engineering comments noted in the staff report; 5. Compliance with all Traffic Engineering comments noted in the staff report; 6. Compliance with all Urban Forestry comments noted in the staff report; 7. Compliance with all Fire Department comments noted in the staff report; 8. Provision of revised PUD site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan. (hard copy and pdf) to Planning and Zoning; and, 9. 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

Sponsored by: Councilmember Gina Gregory

WHEREAS, a Planned Unit Development was approved on June 4, 2015 to amend the Master Plan of an existing college in an R-1, Single-Family Residential Suburban District, on property located at 6208 Grotto Road (Private Street) and described as follows:

COMMENCING AT THE S.E. CORNER OF SECTION 37, T4S-R2W, MOBILE COUNTY ALABAMA; THENCE ALONG THE EAST LINE OF SAID SECTION 37, RUN N 00°45'40"W 1869.12 FEET TO A POINT; THENCE RUN S 89°22'19"W 621.46 FEET TO A POINT; SAID POINT BEING AT THE SOUTHWEST CORNER OF INTERSTATE HIGHWAY NO. 65 AND SOUTH AVENUE; THENCE CONTINUING S 89°22'19"W RUN ALONG THE SOUTH RIGHT OF WAY LINE OF SAID SOUTH AVENUE A DISTANCE OF 610.82 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 10°10'W 535.54 FEET TO A POINT; SAID POINT BEING ON A WESTWARD PROJECTION OF THE SOUTH BOUNDARY LINE OF SPRING HILL BUSINESS PARK, AS RECORDED IN MAP BOOK 56, PAGE 70 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE COURT OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID WESTWARD PROJECTION AND ALONG SAID SOUTH BOUNDARY LINE OF SPRING HILL BUSINESS PARK, RUN S 79°50'E 600.0 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65, RUN S 10°10'W 519.88 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65, RUN N 79°50'W 44.0 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHWESTWARDLY AND HAVING A RADIUS OF 7351.73 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65, RUN SOUTHWESTWARDLY ALONG SAID ARC OF CURVE A DISTANCE OF 264.0 FEET TO THE NORTHEAST CORNER OF COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO AS RECORDED IN MAP BOOK 20, PAGE 61 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RUN N 76°49'W 552.21 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY LINE OF COLLEGE PARK , NORTHWESTERN QUADRANGLE, UNIT TWO, RUN N 79°50'W 430.0 FEET TO THE NORTHWEST CORNER OF SAID COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO; THENCE ALONG THE WEST BOUNDARY LINE OF SAID COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RUN AS FOLLOWS: S 10°05'30"W 743.01 FEET, S 64°40'30"W 680.22 FEET, S 24°39'W 27.25 FEET TO A POINT ON THE NORTH TERMINUS OF MONTLIMAR DRAINAGE

CANAL; THENCE ALONG SAID NORTH TERMINUS, RUN N 65°21'W 85.0 FEET TO A POINT ON THE WEST RIGHT OF RIGHT OF WAY LINE OF SAID MONTLIMAR DRAINAGE CANAL; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN S 24°39'W 493.80 FEET TO THE P.C. OF A CURVE TO THE LEFT; SAID CURVE HAVING A CENTRAL ANGLE OF 25°00' AND A RADIUS OF 1960.10 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 855.25 FEET TO THE P.T. OF SAID CURVE; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN S 89°39'W 10.0 FEET TO APPOINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN S 00°21'E 220 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF DAUPHIN STREET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF DAUPHIN STREET, RUN WESTWARDLY 1815 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF YESTER OAKS, SECTION NINE AS RECORDED IN MAP BOOK 59, PAGE 64 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE EAST BOUNDARY LINE OF SAID YESTER OAKS, SECTION NINE, RUN N 01°02'30"W 370.0 FEET TO THE NORTHEAST CORNER OF SAID YESTER OAKS, SECTION NINE; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION NINE, RUN N 80°01'20"W 107.34 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION NINE, RUN N 80°01'20"W 107.34 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY LINE OF YESTER OAKS, SECTION NINE, RUN N 88°10'45"W 290.0 FEET TO THE NORTHWEST CORNER OF SAID YESTER OAKS, SECTION NINE; SAID POINT ALSO BEING THE NORTHEAST CORNER OF YESTER OAKS, SECTION FIVE AS RECORDED IN MAP BOOK 17, PAGE 116 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION FIVE, RUN AS FOLLOWS: N 83°55'W 291.76 FEET, N 41°46'W 39.70 FEET, S 87°51'W 180.0 FEET, S 59°36'30"W 158.35 FEET, S 85°47'00"W 180.40 FEET TO A POINT ON THE EAST BOUNDARY LINE OF YESTER OAKS, SECTION FOUR AS RECORDED IN MAP BOOK 17, PAGE 115 OF SAID PROBATE COURT RECORDS; THENCE ALONG SAID EAST BOUNDARY LINE OF YESTER OAKS, SECTION FOUR, RUN N 00°05'45"E 220.0 FEET ON THE NORTHEAST CORNER OF SAID YESTER OAKS, SECTION FOUR; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION FOUR, RUN S 88°57'30"W 150.0 FEET TO A POINT; THENCE RUN N 00°05'45"E 49.75 FEET TO A POINT ON THE EAST BOUNDARY LINE OF SECTION ONE, YESTER OAKS AS RECORDED IN MAP BOOK 9, PAGE 14 OF SAID PROBATE COURT RECORDS; THENCE ALONG SAID EAST BOUNDARY LINE OF SECTION ONE, YESTER OAKS, RUN AS FOLLOWS: N 54°14'40"E 334.01 FEET, N 18°49'40"E 581.56 FEET, N 11°57'42"E 464.43 FEET, N 01°32'18"W 439.09 FEET, N 38°20'11"W 311.20 FEET, N 46°25'06"W 101.34 FEET, N 38°51'41" 282.85 FEET, N 18°44'44"W 41.40 FEET TO THE NORTHEAST CORNER OF SAID SECTION ONE, YESTER OAKS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION ONE, YESTER OAKS, RUN N 81°08'14"W 14.22 FEET TO A POINT; SAID POINT BEING THE SOUTHEAST CORNER OF RESUBDIVIDED AND

AMENDED PERRY PLACE AS RECORDED IN MAP BOOK 85, PAGE 55 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE EAST BOUNDARY LINE OF SAID RESUBDIVIDED AND AMENDED PERRY PLACE AND A NORTHWARD PROJECTION THEREOF, RUN N 01°13'22"W 550.97 FEET TO A POINT; THENCE RUN S 89°45'22" E 92.30 FEET TO A POINT; THENCE RUN N 00°14'30" E 562.12 FEET TO A POINT; THENCE RUN N 89°53'17" W 96.54 FEET TO A POINT; THENCE RUN N 00°06'43" E 284.53 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN N 66°32'30"E 176.64 FEET TO THE NORTHWEST CORNER OF A.N.B. SUBDIVISION AS RECORDED IN MAP BOOK 35, PAGE 50 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE WEST BOUNDARY LINE OF SAID A.N.B. SUBDIVISION, RUN S 20°33'E 183.03 FEET TO THE SOUTHWEST CORNER OF SAID A.N.B. SUBDIVISION; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID A.N.B. SUBDIVISION, RUN N 66°32'30"E 166.94 FEET TO THE SOUTHEAST CORNER OF SAID A.N.B. SUBDIVISION; THENCE ALONG THE EAST BOUNDARY LINE OF SAID A.N.B. SUBDIVISION, RUN N 08°12'E 214.74 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN N 66°32'30"E 422.72 FEET OF THE P.C. OF A CURVE TO THE RIGHT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE TO A POINT WHICH BEARS N 71°50'E 148.46 FEET FROM THE LAST DESCRIBED POINT; THENCE RUN S 00°01'43" E 442.52 FEET TO A POINT; THENCE RUN N 88°55'44" E 950.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF COLLEGE LANE; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF COLLEGE LANE RUN S 00°21'15" E 492.23 FEET; THENCE RUN N 89°38'45" E 40.0 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF COLLEGE LANE; THENCE ALONG SAID EAST RIGHT OF WAY LINE RUN N 00°02'15" W 492.93 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF LOYOLA LANE RUN N 89°20'45" E 476.78 FEET; THENCE RUN S 00°21'15" E 503.97 FEET TO A POINT; THENCE RUN N 89°22'19" E 2586.42 FEET TO THE POINT OF BEGINNING. CONTAINING 353 ACRES, MORE OR LESS.

ALSO: LOTS 19, 20, 21, 22 & 23, COLLEGE PARK NORTHWESTERN QUADRANGLE, UNIT TWO ACCORDING TO PLAT RECORDED IN MAP BOOK 20, PAGE 61 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, ALSO LOT 24 A, COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RESUBDIVISION OF LOTS 24 AND 27 AS PER PLAT RECORDED IN MAP BOOK 69, PAGE 44 OF SAID PROBATE COURT RECORDS, CONTAINING 11.0191 ACRES.

WHEREAS, the owner of said property applied for a Major Modification of the Planned Unit Development (PUD) on November 18, 2024, allowing the expansion of an existing college in an R-1, Single-Family Residential Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on December 19, 2024 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Provision of a note on the PUD site plan stating the site will maintain compliance with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
2. Revision of the site plan to indicate a compliant enclosure for the dumpster;
3. Provision of a note on the Final Planning PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Compliance with all Engineering comments noted in the staff report;
5. Compliance with all Traffic Engineering comments noted in the staff report;
6. Compliance with all Urban Forestry comments noted in the staff report;
7. Compliance with all Fire Department comments noted in the staff report;
8. Provision of a revised PUD site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
9. 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. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration 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. Provision of a note on the PUD site plan stating the site will maintain compliance with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
2. Revision of the site plan to indicate a compliant enclosure for the dumpster;
3. 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;

4. Compliance with all Engineering comments noted in the staff report;
5. Compliance with all Traffic Engineering comments noted in the staff report;
6. Compliance with all Urban Forestry comments noted in the staff report;
7. Compliance with all Fire Department comments noted in the staff report;
8. Provision of a revised PUD site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
9. 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

**Brian Courtney, Spring Hill College
(Even M. Geerts, P.E., Duplantis Design Group, Agent)
6208 Grotto Road (Private Street)
Council District 7
Gina Gregory**



THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT
MOBILE CITY PLANNING COMMISSION

January 3, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

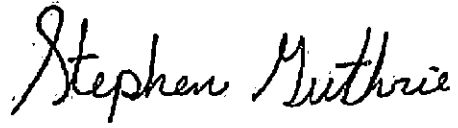
The Mobile City Planning Commission at its meeting on December 19, 2024, considered the request of Brian Courtney, Spring Hill College, for a Major Modification of a previously approved Planned Unit Development (PUD) amending the Master Plan of an existing college in an R-1, Single-Family Residential Suburban District for the property located at 6208 Grotto Road (Private Street).

After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Provision of a note on the PUD site plan stating the site will maintain compliance with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
2. Revision of the site plan to indicate a compliant enclosure for the dumpster;
3. Provision of a note on the Final Planning PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Compliance with all Engineering comments noted in the staff report;
5. Compliance with all Traffic Engineering comments noted in the staff report;
6. Compliance with all Urban Forestry comments noted in the staff report;
7. Compliance with all Fire Department comments noted in the staff report;
8. Provision of a revised PUD site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
9. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

A handwritten signature in black ink that reads "Stephen Guthrie". The signature is written in a cursive style with a large, stylized 'S' at the beginning.

Stephen Guthrie
Deputy Director, Planning & Zoning Department

dla
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION
December 26, 2024
"CORRECTED"

Brian Courtney, CPA, CMA – SHC CFO
Spring Hill College
4000 Dauphin Street
Mobile, Alabama 36608

Re: 6208 Grotto Road (Private Street)
MOD-003148-2024
Brian Courtney, Spring Hill College (Evan Geerts, P.E., Duplantis Design Group, Agent)
District 7
Major Modification of a previously approved Planned Unit Development amending the Master Plan
of an existing college in an R-1, Single-Family Residential Suburban District

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

At its meeting on December 19, 2024, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following Findings of Fact to support modification of the previously approved Planned Unit Development:

- a. The request is consistent with all applicable requirements of this Chapter;
- b. The request is compatible with the character of the surrounding neighborhood;
- c. The request will not impede the orderly development and improvement of surrounding property;
- d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- 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.

As such, the Planning Commission voted to recommend approval of the Major Planned Unit Development Modification to the City Council, subject to the following conditions:

1. Provision of a note on the Planning Approval and PUD site plans stating the site will maintain compliance with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
2. Revision of the site plan to indicate a compliant enclosure for the dumpster;
3. Provision of a note on the Final Planning Approval and PUD site plans stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Compliance with all Engineering comments noted in the staff report;
5. Compliance with all Traffic Engineering comments noted in the staff report;
6. Compliance with all Urban Forestry comments noted in the staff report;
7. Compliance with all Fire Department comments noted in the staff report;
8. Provision of revised Planning Approval and PUD site plans for review by Planning and Zoning prior to recording, and provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
9. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **\$957.60**. 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.

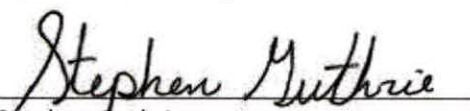
Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

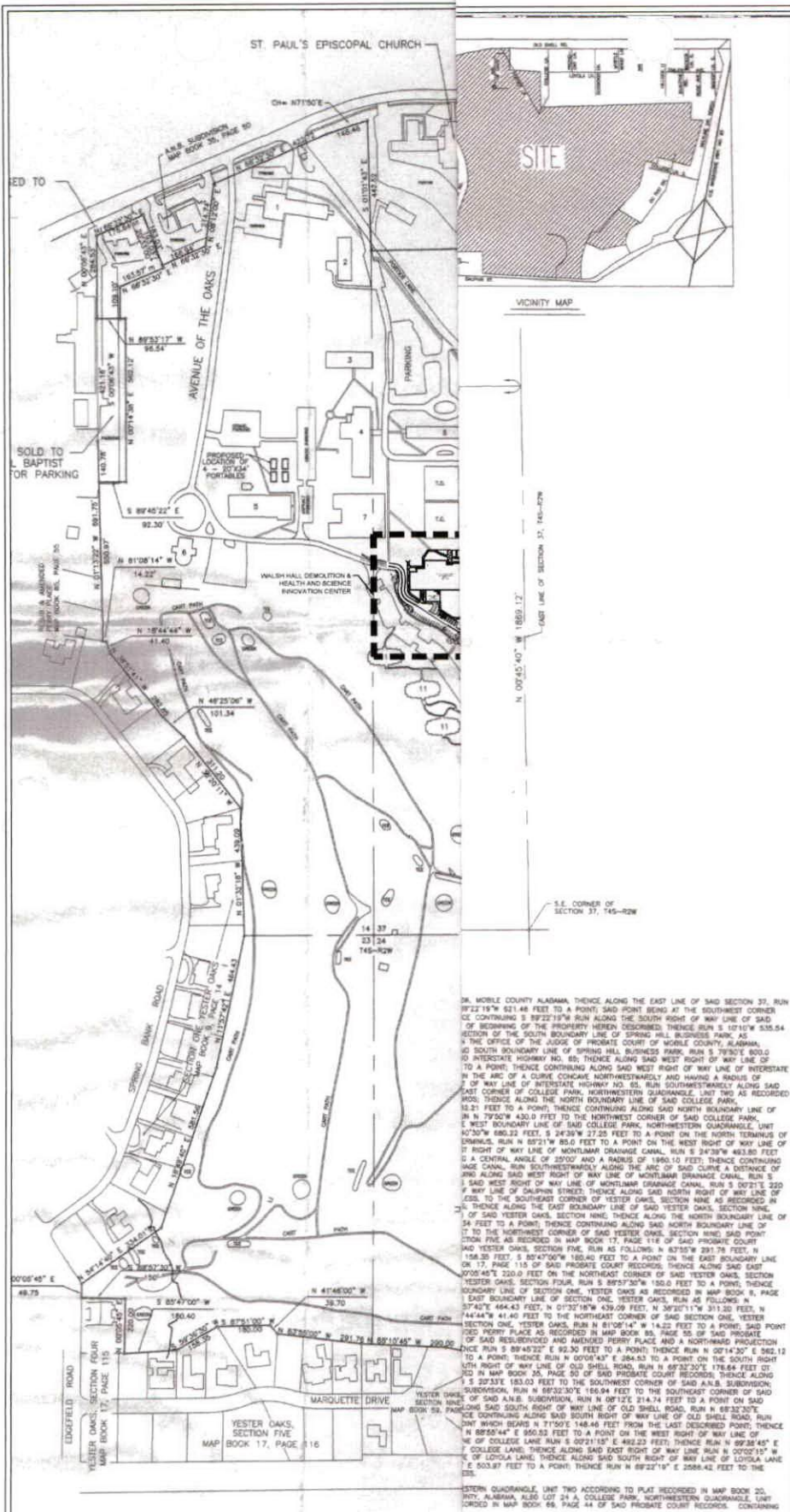
Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning

COMMENCING AT THE S.E. CORNER OF SECTION 37, T4S-R2W, MOBILE COUNTY ALABAMA; THENCE ALONG THE EAST LINE OF SAID SECTION 37, RUN N 00°45'40"W 1869.12 FEET TO A POINT; THENCE RUN S 89°22'19"W 621.46 FEET TO A POINT; SAID POINT BEING AT THE SOUTHWEST CORNER OF INTERSTATE HIGHWAY NO. 65 AND SOUTH AVENUE; THENCE CONTINUING S 89°22'19"W RUN ALONG THE SOUTH RIGHT OF WAY LINE OF SAID SOUTH AVENUE A DISTANCE OF 610.82 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 10°10'W 535.54 FEET TO A POINT; SAID POINT BEING ON A WESTWARD PROJECTION OF THE SOUTH BOUNDARY LINE OF SPRING HILL BUSINESS PARK, AS RECORDED IN MAP BOOK 56, PAGE 70 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE COURT OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID WESTWARD PROJECTION AND ALONG SAID SOUTH BOUNDARY LINE OF SPRING HILL BUSINESS PARK, RUN S 79°50'E 600.0 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65, RUN S 10°10'W 519.88 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65, RUN N 79°50'W 44.0 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHWESTWARDLY AND HAVING A RADIUS OF 7351.73 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65, RUN SOUTHWESTWARDLY ALONG SAID ARC OF CURVE A DISTANCE OF 264.0 FEET TO THE NORTHEAST CORNER OF COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO AS RECORDED IN MAP BOOK 20, PAGE 61 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RUN N 76°49'W 552.21 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY LINE OF COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RUN N 79°50'W 430.0 FEET TO THE NORTHWEST CORNER OF SAID COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO; THENCE ALONG THE WEST BOUNDARY LINE OF SAID COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RUN AS FOLLOWS: S 10°05'30"W 743.01 FEET, S 64°40'30"W 680.22 FEET, S 24°39'W 27.25 FEET TO A POINT ON THE NORTH TERMINUS OF MONTLIMAR DRAINAGE CANAL; THENCE ALONG SAID NORTH TERMINUS, RUN N 65°21'W 85.0 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID MONTLIMAR DRAINAGE CANAL; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN S 24°39'W 493.80 FEET TO THE P.C. OF A CURVE TO THE LEFT; SAID CURVE HAVING A CENTRAL ANGLE OF 25°00' AND A RADIUS OF 1960.10 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 855.25 FEET TO THE P.T. OF SAID CURVE; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN S 89°39'W 10.0 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN S 00°21'E 220 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF DAUPHIN STREET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF DAUPHIN STREET, RUN WESTWARDLY 1815 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF YESTER OAKS, SECTION NINE AS RECORDED IN MAP BOOK 59, PAGE 64 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE EAST BOUNDARY LINE OF SAID YESTER OAKS, SECTION NINE, RUN N 01°02'30"W 370.0 FEET TO THE NORTHEAST CORNER OF SAID YESTER OAKS, SECTION NINE; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION NINE, RUN N 80°01'20"W 107.34 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION NINE, RUN N 80°01'20"W 107.34 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY LINE OF YESTER OAKS, SECTION NINE, RUN N 88°10'45"W 290.0 FEET TO THE NORTHWEST CORNER OF SAID YESTER OAKS, SECTION NINE; SAID POINT ALSO BEING THE NORTHEAST CORNER OF YESTER OAKS, SECTION FIVE AS RECORDED IN MAP BOOK 17, PAGE 116 OF SAID

PROBATE COURT RECORDS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION FIVE, RUN AS FOLLOWS: N 83°55'W 291.76 FEET, N 41°46'W 39.70 FEET, S 87°51'W 180.0 FEET, S 59°36'30"W 158.35 FEET, S 85°47'00"W 180.40 FEET TO A POINT ON THE EAST BOUNDARY LINE OF YESTER OAKS, SECTION FOUR AS RECORDED IN MAP BOOK 17, PAGE 115 OF SAID PROBATE COURT RECORDS; THENCE ALONG SAID EAST BOUNDARY LINE OF YESTER OAKS, SECTION FOUR, RUN N 00°05'45"E 220.0 FEET ON THE NORTHEAST CORNER OF SAID YESTER OAKS, SECTION FOUR; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION FOUR, RUN S 88°57'30"W 150.0 FEET TO A POINT; THENCE RUN N 00°05'45"E 49.75 FEET TO A POINT ON THE EAST BOUNDARY LINE OF SECTION ONE, YESTER OAKS AS RECORDED IN MAP BOOK 9, PAGE 14 OF SAID PROBATE COURT RECORDS; THENCE ALONG SAID EAST BOUNDARY LINE OF SECTION ONE, YESTER OAKS, RUN AS FOLLOWS: N 54°14'40"E 334.01 FEET, N 18°49'40"E 581.56 FEET, N 11°57'42"E 464.43 FEET, N 01°32'18"W 439.09 FEET, N 38°20'11"W 311.20 FEET, N 46°25'06"W 101.34 FEET, N 38°51'41" 282.85 FEET, N 18°44'44"W 41.40 FEET TO THE NORTHEAST CORNER OF SAID SECTION ONE, YESTER OAKS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION ONE, YESTER OAKS, RUN N 81°08'14"W 14.22 FEET TO A POINT; SAID POINT BEING THE SOUTHEAST CORNER OF RESUBDIVIDED AND AMENDED PERRY PLACE AS RECORDED IN MAP BOOK 85, PAGE 55 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE EAST BOUNDARY LINE OF SAID RESUBDIVIDED AND AMENDED PERRY PLACE AND A NORTHWARD PROJECTION THEREOF, RUN N 01°13'22"W 550.97 FEET TO A POINT; THENCE RUN S 89°45'22" E 92.30 FEET TO A POINT; THENCE RUN N 00°14'30" E 562.12 FEET TO A POINT; THENCE RUN N 89°53'17" W 96.54 FEET TO A POINT; THENCE RUN N 00°06'43" E 284.53 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN N 66°32'30"E 176.64 FEET TO THE NORTHWEST CORNER OF A.N.B. SUBDIVISION AS RECORDED IN MAP BOOK 35, PAGE 50 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE WEST BOUNDARY LINE OF SAID A.N.B. SUBDIVISION, RUN S 20°33'E 183.03 FEET TO THE SOUTHWEST CORNER OF SAID A.N.B. SUBDIVISION; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID A.N.B. SUBDIVISION, RUN N 66°32'30"E 166.94 FEET TO THE SOUTHEAST CORNER OF SAID A.N.B. SUBDIVISION; THENCE ALONG THE EAST BOUNDARY LINE OF SAID A.N.B. SUBDIVISION, RN N 08°12'E 214.74 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN N 66°32'30"E 422.72 FEET OF THE P.C. OF A CURVE TO THE RIGHT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE TO A POINT WHICH BEARS N 71°50'E 148.46 FEET FROM THE LAST DESCRIBED POINT; THENCE RUN S 00°01'43" E 442.52 FEET TO A POINT; THENCE RUN N 88°55'44" E 950.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF COLLEGE LANE; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF COLLEGE LANE RUN S 00°21'15" E 492.23 FEET; THENCE RUN N 89°38'45" E 40.0 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF COLLEGE LANE; THENCE ALONG SAID EAST RIGHT OF WAY LINE RUN N 00°02'15" W 492.93 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF LOYOLA LANE RUN N 89°20'45" E 476.78 FEET; THENCE RUN S 00°21'15" E 503.97 FEET TO A POINT; THENCE RUN N 89°22'19" E 2586.42 FEET TO THE POINT OF BEGINNING. CONTAINING 353 ACRES, MORE OR LESS.

ALSO: LOTS 19, 20, 21, 22 & 23, COLLEGE PARK NORTHWESTERN QUADRANGLE, UNIT TWO ACCORDING TO PLAT RECORDED IN MAP BOOK 20, PAGE 61 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, ALSO LOT 24 A, COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RESUBDIVISION OF LOTS 24 AND 27 AS PER PLAT RECORDED IN MAP BOOK 69, PAGE 44 OF SAID PROBATE COURT RECORDS, CONTAINING 11.0191 ACRES.



PRELIMINARY - FOR
REVIEW ONLY

SPRING HILL HEALTH AND SCIENCE INNOVATION CENTER

SPRING HILL COLLEGE
4208 GROTTO ROAD, MOBILE, AL 36608
23-081

KEY PLAN:

ENGINEER OF RECORD:



2700 OLD SHELL ROAD
MOBILE, AL 36608
251.830.5881

11/21/24
10/29/2024

NO DATE DESCRIPTION

PROJECT NUMBER
WBA-23-081-00
DDG-23-1473

DRAWING TITLE
PUD
EXHIBIT



SHEET NUMBER
PUD-1

PUD NOTES:

1. THE BACKGROUND OF THIS PUD DRAWING IS THE PUD PLAN BY REESTER AND COLEMAN ENGINEERS, INC. DATED 10/01/2019, REVISION 02/04/2024, 4/20/24, 5/20/24, AND 8/14/24. THIS INFORMATION IS PRESENTED AS REQUIRED BY THE CITY OF MOBILE FOR PUD MODIFICATIONS. DDG ACCEPTS NO RESPONSIBILITY FOR THE PREVIOUS WORK.
2. AS NOTED ON THE ABOVE REFERENCED DOCUMENT, THE TOPOMAPPING INFORMATION WAS PREVIOUSLY BASED ON PLANNING DATA OF 1982 OBTAINED FROM THE CITY OF MOBILE. THIS PUD PLAN DOES NOT REPRESENT A CURRENT SURVEY. IT IS BASED ON SURVEYS DONE AT PRIOR TIMES.
3. THE LEGAL DESCRIPTION AND TOTAL AREA SHOWN IS AS PROVIDED ON THE ABOVE REFERENCED BASE PUD PLAN.
4. REVISION NOTES:
A. (10/20/24) REVISED TO INCLUDE THE DEMOLITION OF WALSH HALL AND REPLACEMENT WITH THE HEALTH AND SCIENCE INNOVATION CENTER AND SITE FEATURES.

2:0020203-4523C:\AL\CA\CD\EXHIBIT\23-1473 PUD EXHIBIT.DWG

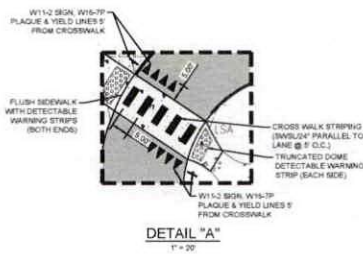
811

Know what's below.
Call before you dig.



SPRING HILL HEALTH AND SCIENCE INNOVATION CENTER
100% CONSTRUCTION DOCUMENTS

SPRING HILL COLLEGE
6208 GROTTO ROAD, MOBILE, AL 36608
23-081



TREE PROTECTION NOTE:
SEE EROSION CONTROL AND DETAIL SHEETS FOR TREE PROTECTION. EXTREME CAUTION SHALL BE TAKEN WHEN WORKING IN PROXIMITY OF ALL TREES WHICH ARE TO REMAIN. CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL CITY REQUIREMENTS AND NOTIFICATIONS TO THE URBAN FORESTER WHEN REQUIRED. USE OF A CERTIFIED ARBORIST WHEN WORKING WITHIN THE CRITICAL ROOT ZONES OF ALL TREES TO REMAIN IS REQUIRED.

SITE PLAN NOTES:

1. CONTRACTOR SHALL REFER TO ARCHITECTURAL & MEP PLANS FOR EXACT LOCATIONS & DIMENSIONS OF BUILDING, ARCHITECTURE, SIDEWALKS, EXIT PORCHES, RAMPS, TRUCK DOCKS, & EXACT BUILDING UTILITY SERVICE ENTRANCE LOCATIONS AT THE BUILDING.
2. ALL UNPAVED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL, SEED, MULCH, OR SOIL & WATERED UNTIL A HEALTHY STAND OF GRASS IS OBTAINED AS INDICATED ON THE LANDSCAPING PLAN.
3. PROPERTY & TOPOGRAPHIC SURVEY WAS PREPARED ON OCTOBER 10, 2024 BY WATTEY SURVEYING, INC.
4. CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING BENCHMARKS.
5. PRIOR TO THE START OF CONSTRUCTION ACTIVITIES THE CONTRACTOR MUST CALL 811 AND THE LOCAL UTILITY PROVIDERS TO HAVE ALL UTILITIES MARKED WITHIN THE PROJECT AREA. AFTER UTILITIES ARE MARKED, THE CONTRACTOR SHALL PERFORM A PLAIN HAND WALK THRU OF THE ENTIRE PROJECT AREA AND SHALL CONTACT THE CIVIL ENGINEER IMMEDIATELY IF THERE ARE ANY DEVIATIONS IN THE LOCATIONS OF EXISTING UTILITIES SHOWN IN THE PLANS AND/OR THE PRESENCE OF UTILITIES THAT ARE NOT SHOWN IN THE PLANS.
6. CONTRACTOR SHALL REFER TO ARCHITECT'S PLANS & SPECIFICATIONS FOR ENTRY LOCATION OF ALL WATER, SEWER SERVICE, ELECTRICAL, TELEPHONE & GAS SERVICE. CONTRACTOR SHALL COORDINATE INSTALLATION OF UTILITIES IN SUCH A MANNER AS TO AVOID CONFLICTS & ASSURE PROPER DEPTHS ARE ACHIEVED AS WELL AS COORDINATING WITH THE REGULATORY AGENCY AS TO THE LOCATION & RE-INTERCONNECTIONS TO THEIR FACILITIES.
7. ALL DIMENSIONS SHOWN TO BUILDING ARE TO OUTSIDE FACE OF BUILDING AS PROVIDED BY THE PROJECT ARCHITECT.
8. ALL NECESSARY PERMITS & APPROVALS FROM AGENCIES GOVERNING THE CONSTRUCTION OF THIS WORK SHALL BE SECURED PRIOR TO BEGINNING CONSTRUCTION.
9. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL AREAS INDICATED TO REMAIN UNDISTURBED OR TO REMAIN AS BUFFERS AND ALL PROPERTY MARKERS. CONTRACTOR SHALL REPLACE ALL PINS ELIMINATED OR DAMAGED DURING CONSTRUCTION.
10. CONTRACTOR IS RESPONSIBLE FOR REPAIRS OR DAMAGE TO ANY EXISTING IMPROVEMENTS DURING CONSTRUCTION, SUCH AS, BUT NOT LIMITED TO: DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURBS, ETC. REPAIRS SHALL BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS.
11. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF ALL UNDERGROUND UTILITIES WITH HIS WORK. ALL UNDERGROUND UTILITIES (WATER, SANITARY SEWER, STORM SEWER, ELECTRICAL, CONDUIT, IRRIGATION SYSTEMS, & ANY OTHER MISC. UTILITIES) SHALL BE IN PLACE PRIOR TO THE PLACEMENT OF BASE COURSE MATERIAL & THE PLACEMENT OF ANY APPROPRIATE SOIL STABILIZATION TECHNIQUE.
12. CONTRACTOR SHALL MATCH EXISTING PAVEMENT TO GRADE & ALIGNMENT AT TIE-IN LOCATIONS.
13. ALL WORK SHOWN SHALL BE DONE IN ACCORDANCE WITH CONSTRUCTION DOCUMENTS.
14. ALL STRIPING LOCATED ON SITE SHALL COMPLY WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES LATEST EDITION UNLESS OTHERWISE NOTED. STRIPING IMPROVEMENTS LOCATED WITHIN THE ROAD RIGHT OF WAY (CURRENT OR PROPOSED FUTURE) SHALL COMPLY WITH THE REQUIREMENTS OF THE JURISDICTION.
15. ANY WORK IN THE RIGHT OF WAY SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF MOBILE AND/OR THE ALABAMA DEPARTMENT OF TRANSPORTATION & DEVELOPMENT'S STANDARD DRAWINGS & SPECIFICATIONS (WHICHEVER IS MORE STRINGENT AND AS DIRECTED BY THE OWNER).
16. THE PROPERTIES SHOWN HEREIN LIE WITHIN ZONE A UNSHADED ACCORDING TO FLOOD AREAS OF INSURANCE RATE MAPS PUBLISHED BY F.E.M.A. COMMUNITY PANEL NO. 500702051 DATED 06/05/2020.
17. DIMENSIONS ARE TO FACE OF CURB UNLESS NOTED OTHERWISE.
18. CONTRACTOR SHALL SUBMIT A SIDEWALK AND PAVEMENT JOINT PLAN FOR OWNER APPROVAL AS A SUBMITTAL.



11/15/2024

REVISIONS		
NO.	DATE	DESCRIPTION

PROJECT NUMBER
WBA: 23-081.00
DDG: 23-1673

DRAWING TITLE

SITE PLAN

SCALE IN FEET
0 10 20

SHEET NUMBER

C-1

QUANTITIES NOTED ON PLANS ARE OFFERED AS A CONVENIENCE TO THE CONTRACTOR FOR BID PURPOSES ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES AND REPORT ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT.

WAS
DESIGN

landscape architects

www.was-design.com



SPRING HILL COLLEGE
6208 GROTT ROAD, MOBILE, AL 36608
23-081

EDIP

BLACKSTOCK
ARCHITECTS
WILLIAMS

2204 FIRST AVENUE SOUTH, SUITE 204
BIRMINGHAM, ALABAMA 35203

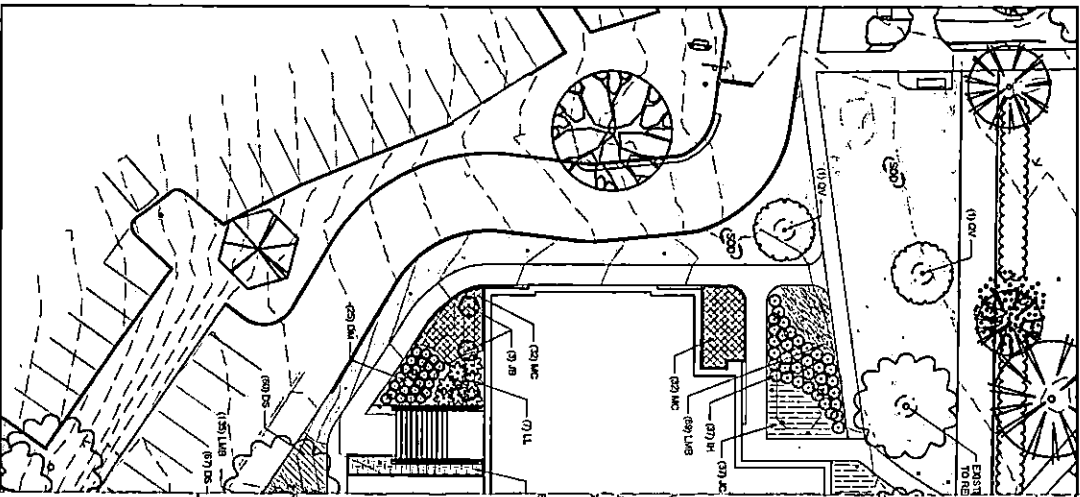
11/15/2024

REF: 2006:	
NO	DATE
	DESCRIPTION

PROJECT NUMBER:
23-081

LANDSCAPE PLANTING PLAN

LP100



1 LANDSCAPE PLANTING PLAN



November 18, 2024

Dear City of Mobile,

City of Mobile
Planning & Zoning

DDG, on behalf of Spring Hill College, is submitting this PUD modification request. The requested modifications include the demolition of Walsh Hall and replacement with a new Health and Science Innovation Center. The proposed modifications are detailed further in the PUD plan, site plan, and accompanying application and checklist.

Spring Hill College -
Health and Science
Innovation Center

The proposed modifications are a re-development of existing developed area. The modifications will not only enhance the attractiveness of the campus both aesthetically and in program facilities, but will project the same attractiveness for the City of Mobile. All modifications are well within the internal areas of the campus and are not expected to have aesthetic or operational impacts on adjacent properties.

DDG Project #23-1673

Should you require any additional information, please do not hesitate to contact us.

Sincerely,

Evan M. Geerts, PE
Duplant Design Group, PC



Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**

Checklist A

☐ **Planned Development**

Checklist C

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments**

Checklist B

☒ **Previously approved Planning Approvals or Planned Unit Development**

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	Brian Courtney, CPA, CMA - SHC CFO	Evan M. Geerts, P.E.
Firm:	Spring Hill College	Duplantis Design Group
Phone:	251-380-2255	251.930.5891
Email:	bcourtney@shc.edu	egeerts@ddgpc.com
Address:	4000 Dauphin Street, Mobile, AL 36608	3703 Old Shell Rd, Mobile, AL 36608

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For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

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Revised February 2023

	Owner	Design Professional
Name:	Brian Courtney, CPA, CMA - SHC CFO	Evan M. Geerts, P.E.
Firm:	Spring Hill College	Duplantis Design Group
Phone:	251-380-2255	251.930.5891
Email:	bcourtney@shc.edu	egeerts@ddgpc.com
Address:	4000 Dauphin Street, Mobile, AL 36608	3703 Old Shell Rd, Mobile, AL 36608

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

6208 Grotto Rd, Mobile, AL 36608

2.81 ac

Property Address

Property Area (acres or square feet)

2806373000024.000

Parcel Number(s) or Key Number(s)

B-1 & R-1

N/A

Present Zoning or Transect District

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.

Brian Courtney
Digitally signed by Brian Courtney
Date: 2024.11.12 13:32:17 -06'00'
Owner Signature

11/12/24
Date

Brian Courtney
Digitally signed by Brian Courtney
Date: 2024.11.12 13:42:37 -06'00'
Applicant or Agent Signature (if applicable)

11/12/24
Date

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

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

Brian Courtney
Digitally signed by Brian Courtney
Date: 2024.11.12 13:33:45 -06'00'
Applicant or Agent Signature

11/12/24
Date

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Revised February 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](#).

The comprehensive plan encourages redevelopment. The existing building is blighted and not in use. Demolition and reconstruction will not only improve the character of the community, but it will enhance the experience which the Spring Hill College campus provides to the City of Mobile.

Institutional

Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

This project would provide a new institutional building in place of a vacant building. The use remains educational which is consistent with the surrounding College campus.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

This redevelopment will have no impact on adjacent properties. It is surrounded by other institutional buildings and contained within an established campus.

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

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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 existing building, Walsh Hall, is being demolished. The proposed building will be approximately 68' feet tall.

☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
A conceptual landscape plan is included. However, note that this building is within the confines of the overall Spring Hill College Campus.

☐ Lighting:
Lighting will be provided but will not impact adjacent properties.

☐ Hours of operation:

☐ Other conditions that are unique to the use of the property:
This property is within the Spring Hill Campus and is unique in its lack of impacts to adjacent properties due to it's internal location.

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 demolition project will provide remediation of existing environmental issues. No other detrimental effects are anticipated by the proposed redevelopment.

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.

It provides the ability to add a state of the art institutional building in the location of a vacant building which enhance the character of the community and attractiveness of Mobile as a destination for education and living.

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Revised February 2023



Corporate Letter of Authorization

I, Brian Courtney, 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 Spring Hill College, a corporation for the property located within the city limits of Mobile, Alabama at 6208 Grotto Rd. Mobile, AL 36608.

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.

Evan Geerts, Duplantis Design Group
Designee (1)

egeerts@ddgpc.com
Email

251.930.5891
Phone Number

Signature of Company Owner

Designee (2)

Email

Phone Number

11/18/2024
Date



Plan Submission Contact Information

Name of Project Spring Hill College - Health and Science Innovation Center

Address 6280 Grotto Road, Mobile, AL 36608

Owner Spring Hill College, Attn: Brian Courtney, CFO

Address 4000 Dauphin St, Mobile, AL Zip Code 36608

Phone 251-380-2255 Fax _____ Email bcourtney@shc.edu

Authorized Agent Dupantis Design Group

Address 3703 Old Shell Road, Mobile, AL Zip Code 36608

Phone 251-930-5891 Fax _____ Email egeerts@ddgpc.com

Contractor TBD

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer Same as Agent

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Architect WBA

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

Evan M. Geerts

Signature

Print

11-18-2024

Engineer and Agent

Date

Affiliation to project/Organization

ABBENE MICHAEL M AND DEA E
ABBENE TRUSTEES
PO BOX 160
SUMMERDALE, AL 36580

ALLEN ANDREW W & DIANA F
2166 DAUPHIN ST
MOBILE, AL 36606

BAGWELL CHARLDEEN J
1410 FAIRVIEW ST
GRUNDY, VA 24614

BAKER GEORGE ROBERT &
JOYCE P BAKER
4272 BIT AND SPUR RD APT 9
MOBILE, AL 36608

BARTER MICHAEL G & SUSAN S BARTER
446 CLUBHOUSE DR
FAIRHOPE, AL 36532

BEAN PROPERTIES LLC
PO BOX 376
MOBILE, AL 36601

BEASLEY SHARRON ANN
4009 OLD SHELL RD APT C5
MOBILE, AL 36608

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BEDSOLE
310 LONG CT
MOBILE, AL 36609

BITTNER RENEE A & LAFFRE R CHERI
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CAMDEN, SC 29020

BMAX LLC
4109 URSULINE DRIVE
MOBILE, AL 36608

BREVARD SIDNEY A III &
ELIZABETH B BREVARD AS
3766 SOUTH RHONDA DR
MOBILE, AL 36608

BRIDGES PAUL E & MARY
110 MYRTLE WOOD LN
MOBILE, AL 36608

CAZALAS DAVID A
4009 OLD SHELL RD APT C24
MOBILE, AL 36608

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KATHLEEN MARIE CLARK
15 LITTLE GATE WAY
KINGSTON, GA 30145

COLLINS HOMER R
P O BOX 376
MOBILE, AL 36601

COOK'S LANDING AT
BON SECOUR LLC
3755 MORDECAI LN
MOBILE, AL 36608

CREEL BRUCE & EVA CREEL
3762 MOFFETT RD STE E
MOBILE, AL 36618

CROFT JAMES STEVEN &
THERESA A THOMPSON
4009 OLD SHELL RD APT E7
MOBILE, AL 36608

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12307 MARGUERITE DR
CODEN, AL 36523

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4009 OLD SHELL RD APT E20
MOBILE, AL 36608

DULANEY JOAN B
4009 OLD SHELL RD APT C13
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2449 VENETIA RD
MOBILE, AL 36605

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FRANGOS
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MOBILE, AL 36608

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10 DRURY LN
MOBILE, AL 36608

FREEMAN DAVID A
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FRIEDLANDER PAMELA SUSAN
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MARGARET P GASTON
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SEMMEES, AL 36575

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ELAINE M GERNHAUSER
4324 HIGHWAY 311
HOUMA, LA 70360

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280 S AVENIDA CABALLEROS UNIT 126
PALM SPRINGS, CA 92262

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MOBILE, AL 36608

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LILLIAN, AL 36549

HARKNESS MARGARET P
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MOBILE, AL 36608

HUFFSTUTLER NANCY M &
JAMES K HUFFSTUTLER JR
38 BUERGER RD
MOBILE, AL 36608

JACKSON ROBERT G &
WINIFRED S JACKSON
4009 OLD SHELL RD APT E9
MOBILE, AL 36608

JAYE VIRGINIA R
4009 OLD SHELL RD UNIT B10
MOBILE, AL 36608

JONES BERNICE C
18779 SCENIC HIGHWAY 98
FAIRHOPE, AL 36532

LANE DAVID & SUSAN LANE
4810 MUMS CT
MOBILE, AL 36608

LANE JOHN M & JOAN H LANE AS
CO-TRUSTEES OF
612 HERNANDO PL
DAUPHIN ISLAND, AL 36528

LANHAM DORIS C
4009 OLD SHELL RD APT D15
MOBILE, AL 36608

LEON LINDSAY MARGUERITE
4009 OLD SHELL RD APT E24
MOBILE, AL 36608

LUKE DAN D JR AS TRUSTEE OF THE
238 ROLLING HILL DR
DAPHNE, AL 36526

LURSEN KATHLEEN
4009 OLD SHELL RD APT B12
MOBILE, AL 36608

MAGGARD DELOIS C
4009 OLD SHELL RD APT E3
MOBILE, AL 36608

MCCOY AMY MCDUFFIE
30846 PARAPET CT
SPANISH FORT, AL 36527

MCDANIEL HUEY G &
BUNNIE S MCDANIEL
3754 THE CEDARS AVE
MOBILE, AL 36608

MCLEOD ELIZABETH SUZANNE
4009 OLD SHELL RD APT B2
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MCRAE BRENDA C
4009 OLD SHELL RD APT C11
MOBILE, AL 36608

MEADOR ANNE MEREDITH
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MOBILE, AL 36608

MIRROR LAKE RAQUET CLUB
P O BOX 40004
MOBILE, AL 36604

MITCHELL ALICE SCHAFER
6065 BUCHANAN CIR
MCDONOUGH, GA 30252

MJDM LIVING TRUST
OF AUGUST 4, 2020
4009 OLD SHELL RD APT A5
MOBILE, AL 36608

ORLEANS FAMILY LLC
4009 OLD SHELL RD APT C22
MOBILE, AL 36608

PIERCE MICHAEL TRAVIS
140 SECRETARIAT PL
MADISON, AL 35756

POND SUE CALDWELL
4009 OLD SHELL RD APT C21
MOBILE, AL 36608

PRINGLE ANNA BELL
4009 OLD SHELL RD APT D5
MOBILE, AL 36608

RADCLIFF VIRGINIA STINSON
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REYNOLDS RUSSELL T
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MOBILE, AL 36608

RIIS JERI A & ERLING RIIS III
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MOBILE, AL 36608

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211 LEVERT AVE
MOBILE, AL 36607

RTD DEVELOPERS LLC
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MOBILE, AL 36608

SAINT PAULS EPISCOPAL
161 DOGWOOD LN
MOBILE, AL 36608

SAINT PAULS EPISCOPAL
3811 OLD SHELL RD
MOBILE, AL 36608

SAINT PAULS EPISCOPAL
4051 OLD SHELL RD
MOBILE, AL 36608

SAINT-PAUL CARLA
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MOBILE, AL 36609

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SHELLY MAY SCOTT
4107 RIDGELAWN DR
MOBILE, AL 36608

SLEDGE ANNE T
121 RIDGELAWN DR E
MOBILE, AL 36608

SMITH BRENT M &
KENDALL S SMITH
354 TUTHILL LN
MOBILE, AL 36608

SPANISH VILLA VEST LLC
MICHAEL ELY
6111 PEACHTREE DUNWOODY RD
ATLANTA, GA 30328

BRIAN COURTNEY c/o
SPRING HILL COLLEGE
4000 DAUPHIN ST
MOBILE, AL 36608

SPRING HILL COLLEGE PRESIDENT &
TRUSTEES OF THE
4000 DAUPHIN ST
MOBILE, AL 36608

SPRINGHILL MANOR, LLC
740 MUSEUM DR
MOBILE, AL 36608

STOUT PAMELA N
AS TRUSTEE OF THE PAMELA N
3235 MCRAE DR
MOBILE, AL 36695

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WALTERS C L JR
650 RIDGEFIELD DRIVE
MOBILE, AL 36608

WELLS JUDSON W & BARBARA W WELLS
4009 OLD SHELL RD APT C19
MOBILE, AL 36608

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MEAGHER LEE
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GREER M WILHELM
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WILRAN NUMBER FIVE LLC
7 YESTER PL
MOBILE, AL 36608

WIZARD PROPERTIES LLC
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MOBILE, AL 36608

DUPLANTIS DESIGN GROUP, P.C.
3703 OLD SHELL RD
MOBILE, AL 36608



Agenda Item # 12
MOD-003155-2024 & MOD-003148-2024

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

[**Applicant Materials for Consideration – Planning Approval Modification**](#)

[**Applicant Materials for Consideration – Planned Unit Development Modification**](#)

DETAILS

Location:
6208 Grotto Road (Private Street)

Applicant / Agent:
Brian Courtney, Spring Hill College (Evan M. Geerts,
P.E., Duplantis Design Group, Agent)

Property Owner:
Spring Hill College

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

Future Land Use:
Institutional, Mixed Density Residential, and
Traditional Neighborhood Center

Applicable Codes, Policies, and Plans:

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

Schedule for Development:

- Not provided.

Proposal:

- Modification of a previously approved Planning Approval
- Modification of a previously approved Planned Unit Development

Considerations:

1. Modification of a previously approved Planning Approval with ten (10) conditions; and
2. Modification of a previously approved Planned Unit Development with ten (10) conditions.

Report Contents:

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PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by schools, and residential and commercial units.

APPLICATION NUMBER	12	DATE	December 19, 2024
APPLICANT	Brian Courtney, Spring Hill College (Evan M. Geerts, P.E., Duplantis Design Group, Agent)		
REQUEST	PUD Modification, Planning Approval Modification		



SITE HISTORY

The site has been before the Planning Commission several times for Planned Unit Development approval to allow multiple buildings on a single property with shared access and parking, as well as Planning Approvals to allow a college to be located in an R-1 District. The site was most recently before the Planning Commission on June 4, 2015.

There have been no Board of Zoning Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

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:

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-sprinklered commercial buildings, within 600' of sprinklered commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

The applicant is proposing the demolition of an existing building, and the construction of a new building in the same location. Detailed descriptions of the request are available via the links on page 1 of this report.

The site is surrounded by properties that are mostly zoned R-1, Single Family Residential Suburban District and developed residentially. There is also St. Paul's Episcopal School, zoned R-1, which abuts the site, in addition to various commercially zoned and developed sites.

The site plan depicts the existing development, the proposed new building, and eight (8) additional parking spaces. The location of the proposed structure is interior to the existing college, and will comply with all setback and buffer requirements. The application states that 11 parking spaces are to be removed with the demolition of the existing building, making for a total loss of three (3) parking spaces, as proposed. If approved, the site plan should be revised to indicate that the site will still have a compliant amount of parking spaces overall.

A previously approved tree and landscape area plan is on file with the Planning and Zoning Department and will need to be amended to reflect the additional building and parking spaces. The revised plan should be submitted at the time requests for permits are made, and notes should be placed on the Planning Approval and PUD site plans stating the site will maintain compliance with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC.

A dumpster is illustrated on the site plan. If approved, a complaint enclosure for the dumpster should be indicated on the site plan.

It should be noted that future development or redevelopment of the site may require additional modifications of the Planning Approval and PUD 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.

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:

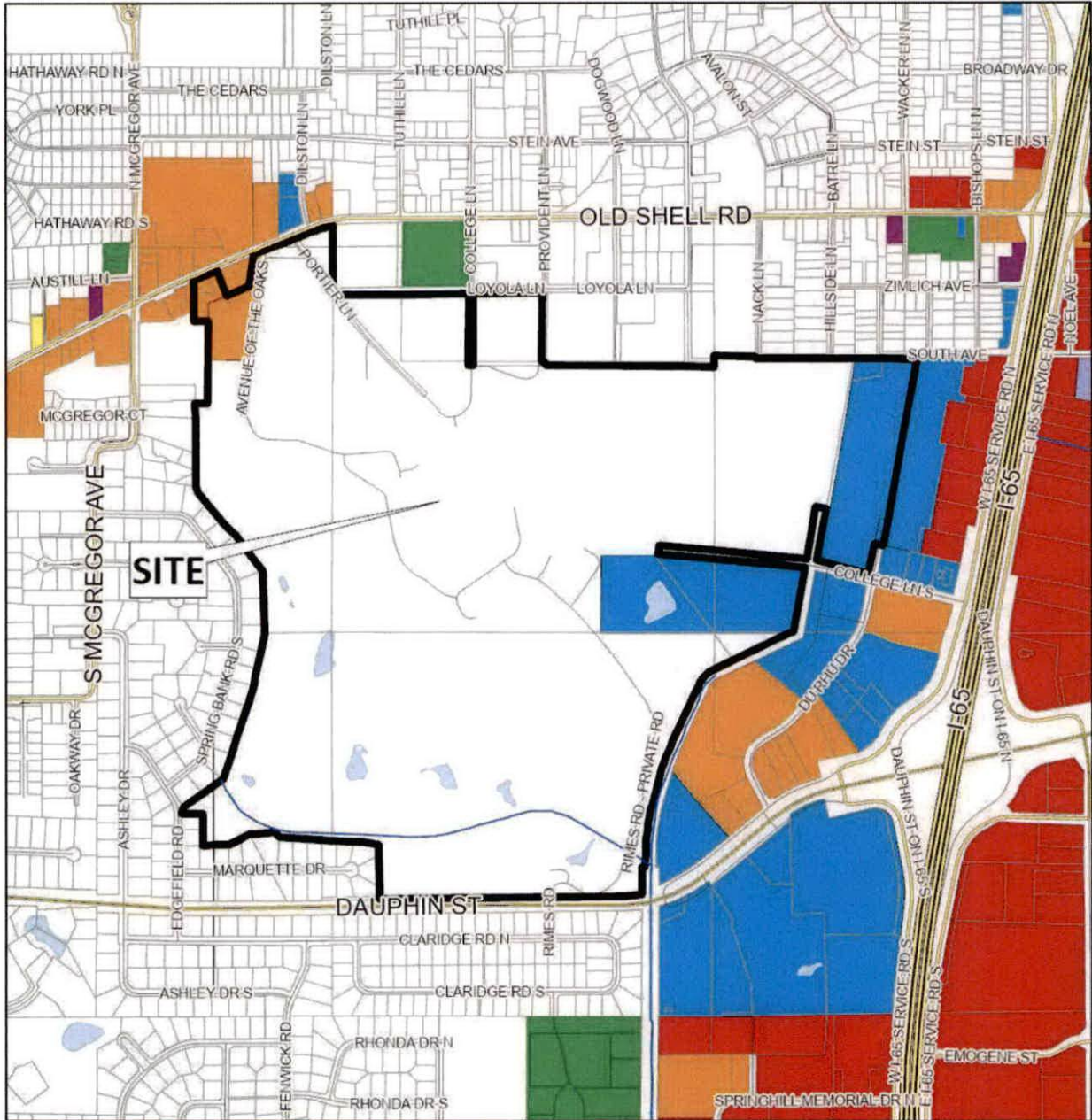
1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working 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.

Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planning Approval / Planned Unit Development, the following conditions should apply:

1. Provision of a note on the Planning Approval and PUD site plans stating the site will maintain compliance with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
2. Revision of the site plan to indicate a complaint enclosure for the dumpster;
3. Revision of the site plan to indicate that the site will have a compliant amount of parking overall;
4. Provision of a note on the Final Planning Approval and PUD site plans stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Compliance with all Engineering comments noted in this staff report;
6. Compliance with all Traffic Engineering comments noted in this staff report;
7. Compliance with all Urban Forestry comments noted in this staff report;
8. Compliance with all Fire Department comments noted in this staff report;
9. Provision of revised Planning Approval and PUD site plans for review by Planning and Zoning prior to recording, and provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
10. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 12 DATE December 19, 2024

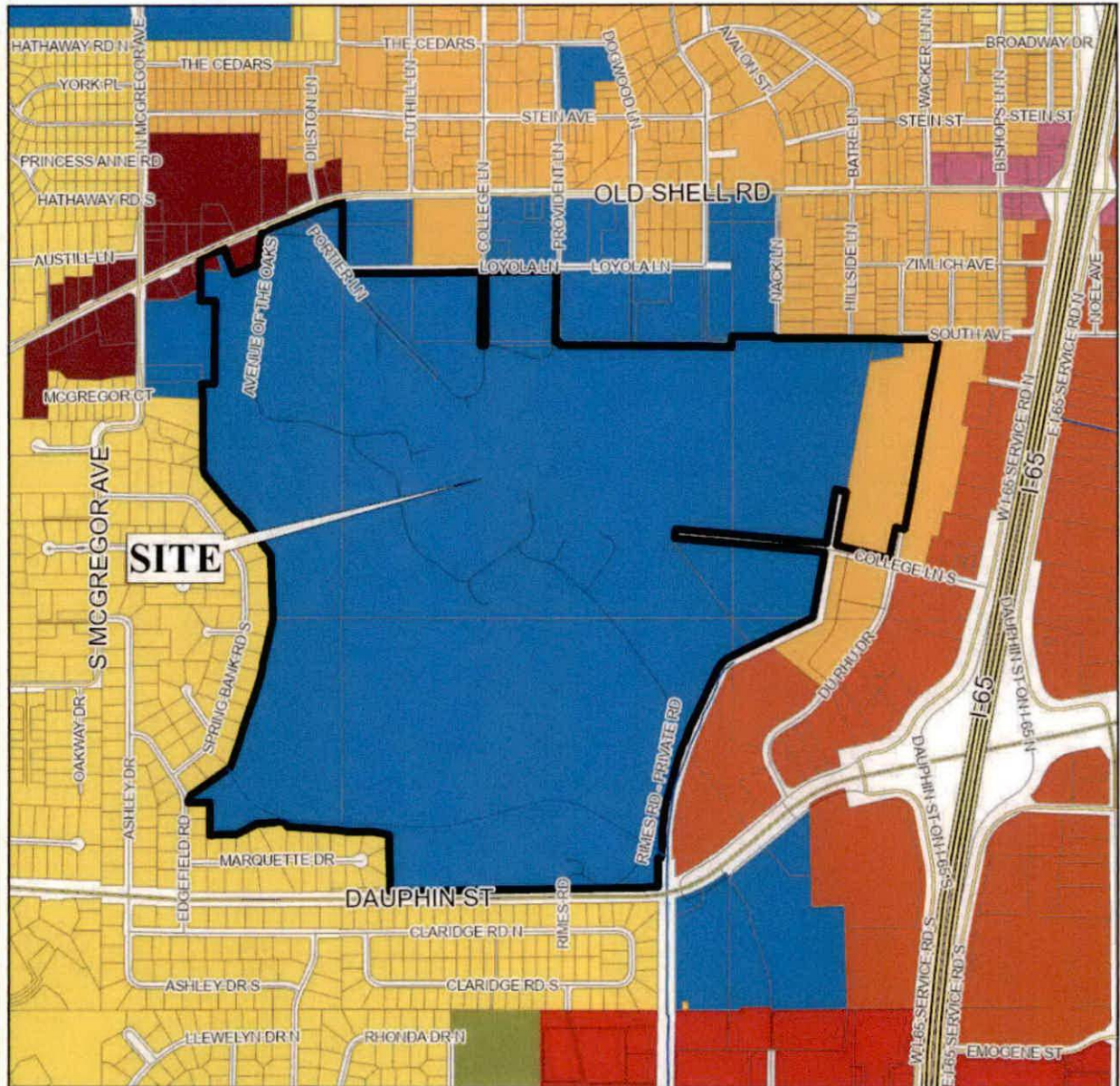
APPLICANT Brian Courtney, Spring Hill College (Evan M. Geerts, P.E., Duplantis Design Group, Agent)

REQUEST PUD Modification, Planning Approval Modification



NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 12 DATE December 19, 2024

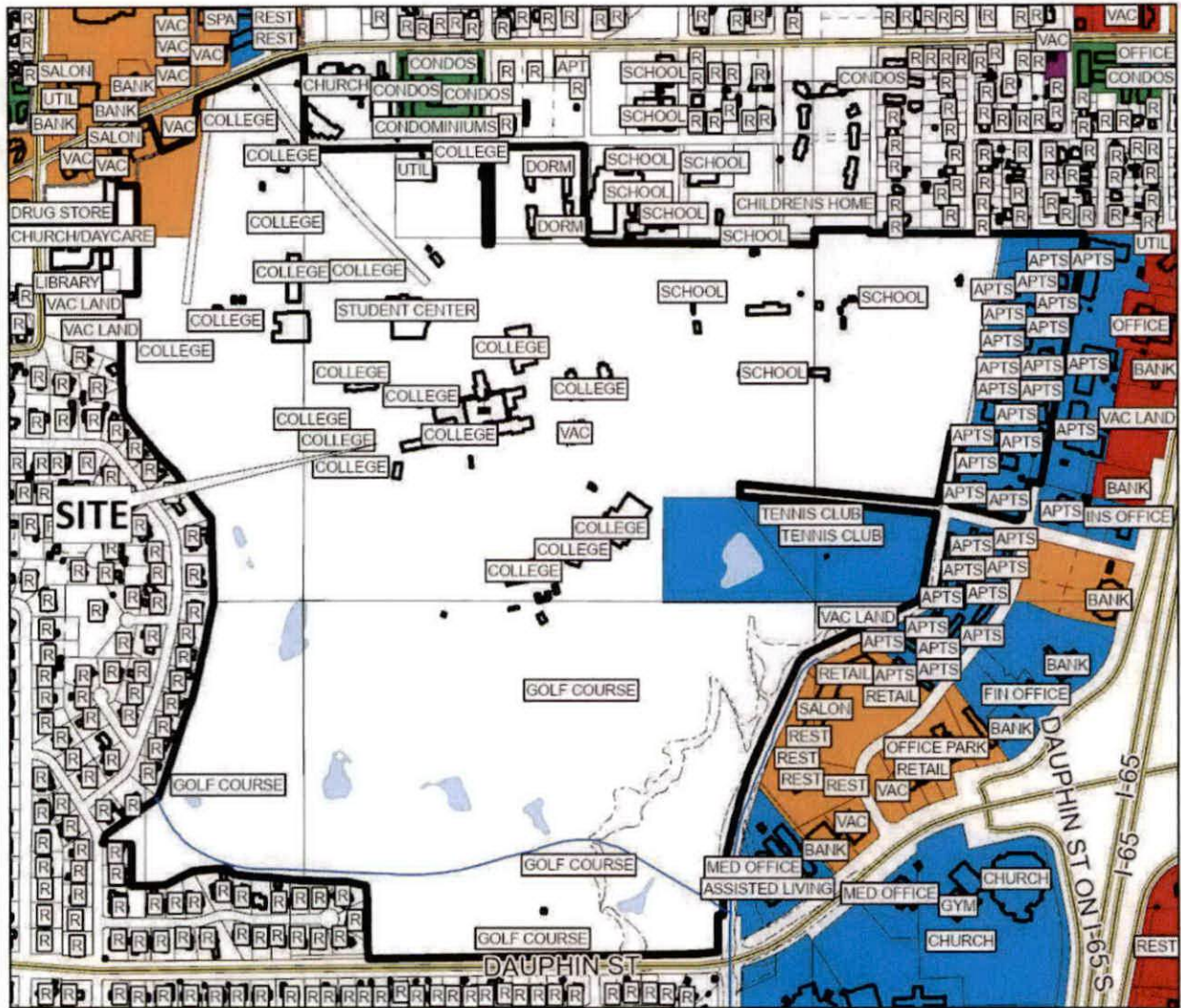
APPLICANT Brian Courtney, Spring Hill College (Evan M. Geerts, P.E., Duplantis Design Group, Agent)

REQUEST PUD Modification, Planning Approval 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	



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by schools, and residential and commercial units.

APPLICATION NUMBER 12 DATE December 19, 2024

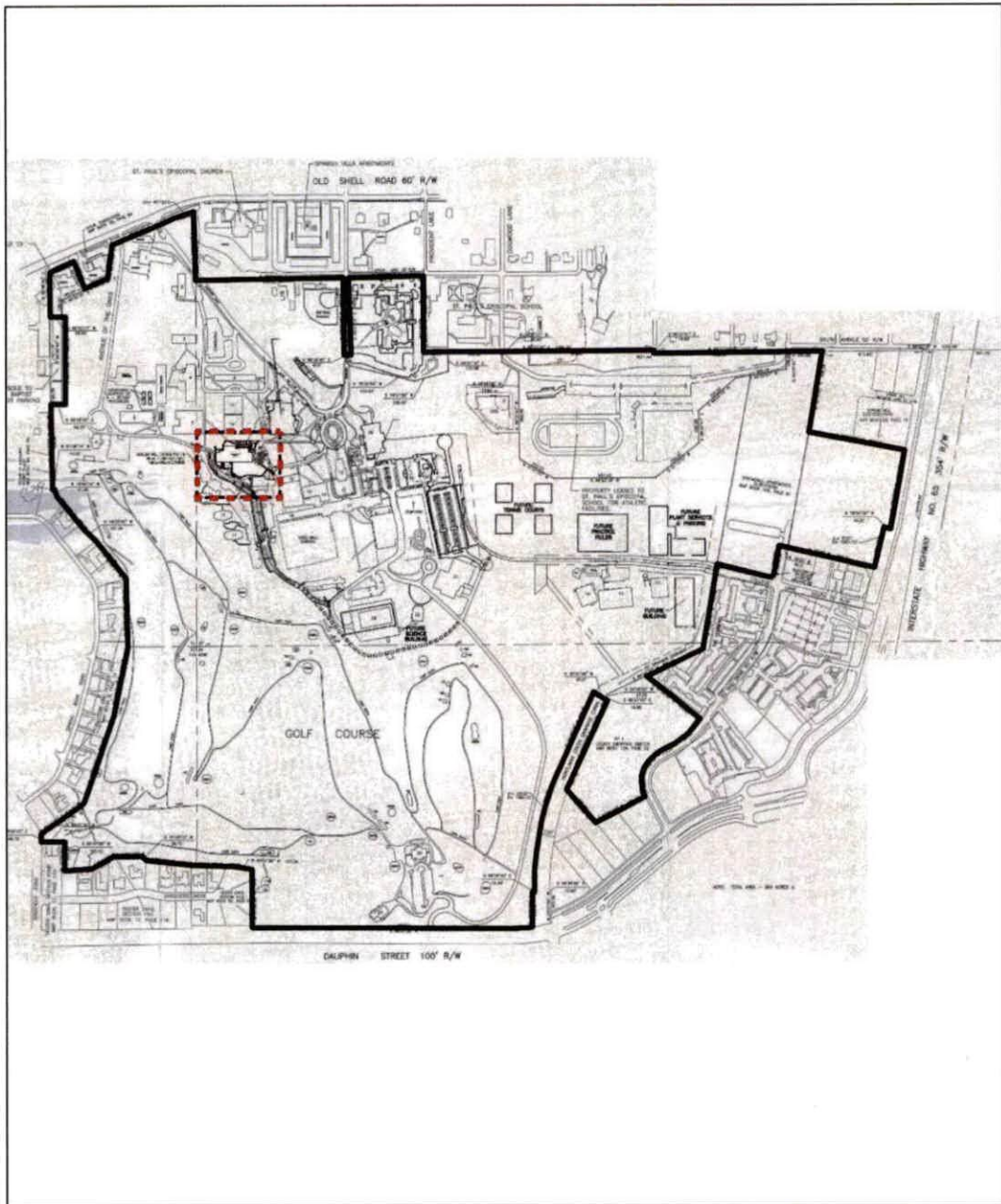
APPLICANT Brian Courtney, Spring Hill College (Evan M. Geerts, P.E., Duplantis Design Group, Agent)

REQUEST PUD Modification, Planning Approval 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	



SITE PLAN

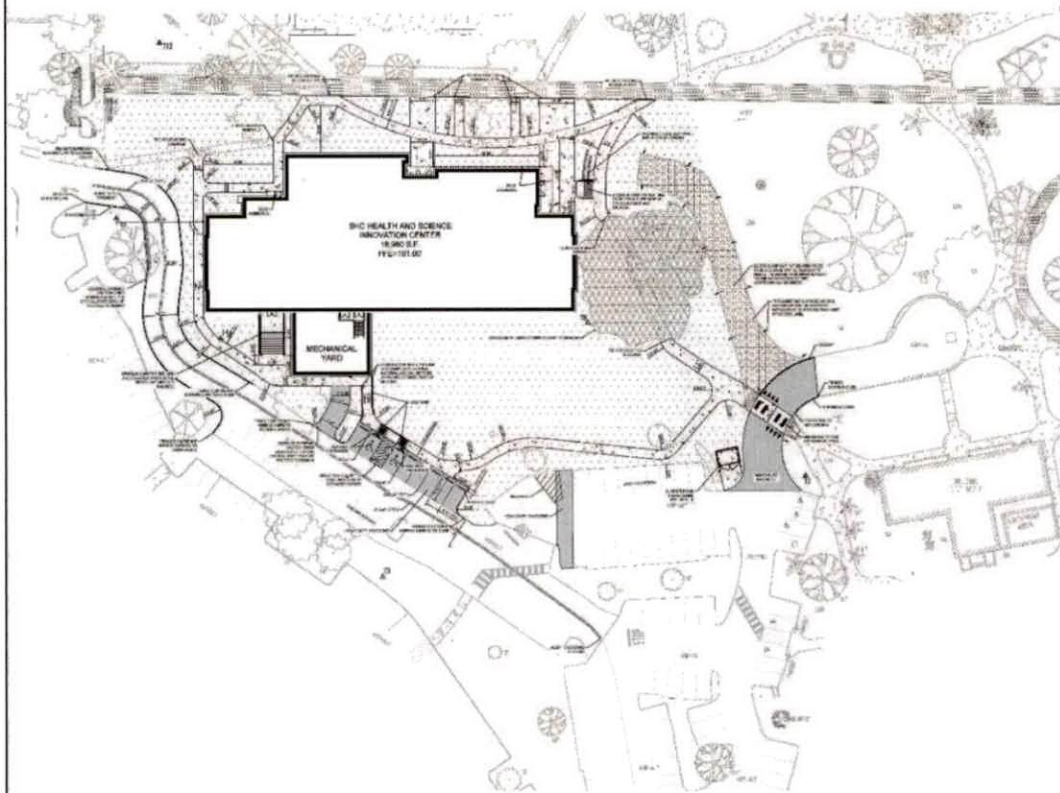


The site plan illustrates the existing building, and area for a proposed building.

APPLICATION NUMBER	12	DATE	December 19, 2024
APPLICANT	Brian Courtney, Spring Hill College (Evan M. Geerts, P.E., Duplantis Design Group, Agent)		
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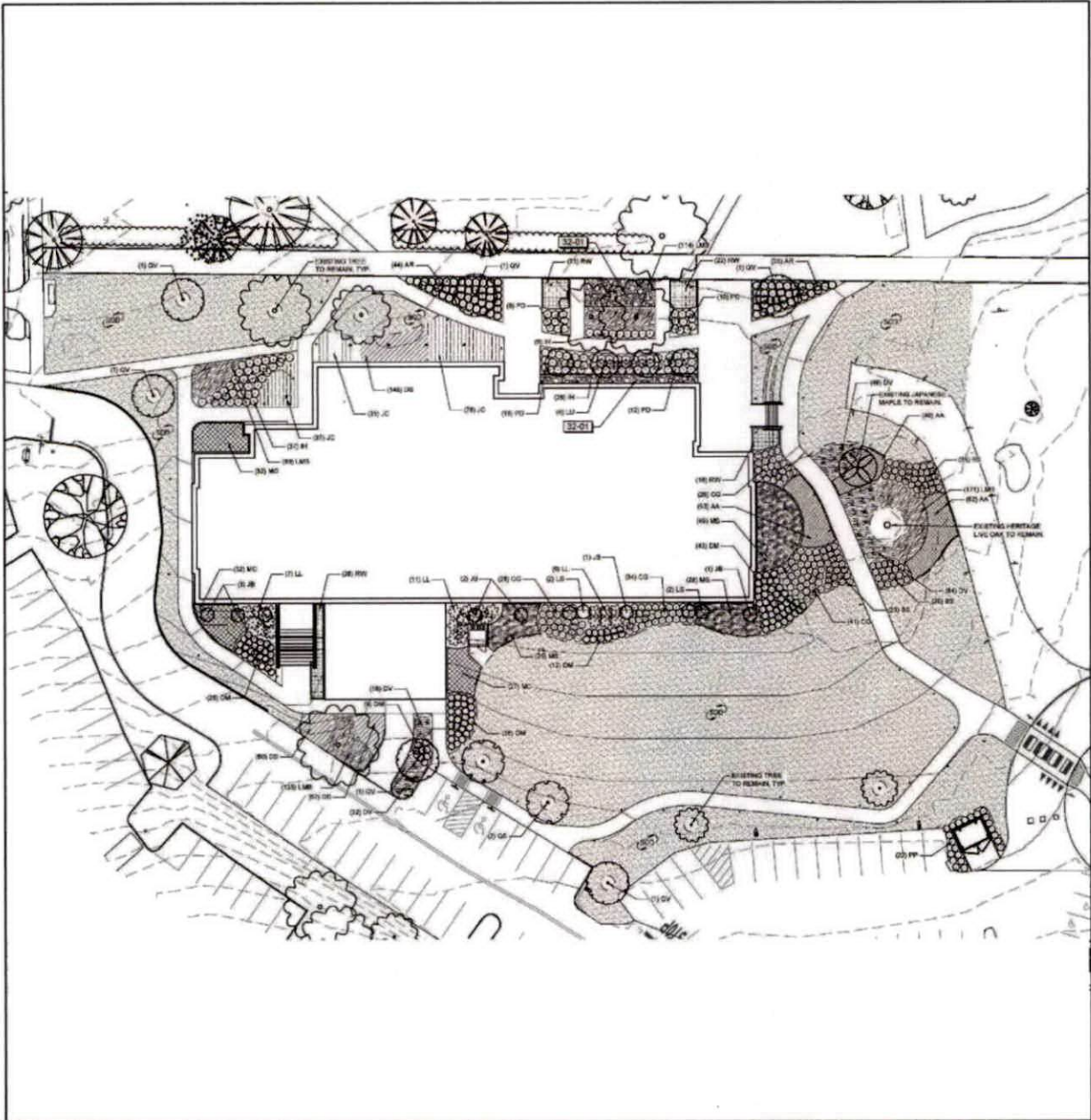
DETAIL SITE PLAN



APPLICATION NUMBER 12 DATE December 19, 2024
APPLICANT Brian Courtney, Spring Hill College (Evan M. Geerts, P.E., Duplantis Design Group, Agent)
REQUEST PUD Modification, Planning Approval Modification



DETAIL SITE PLAN



APPLICATION NUMBER 12 DATE December 19, 2024

APPLICANT Brian Courtney, Spring Hill College (Evan M. Geerts, P.E., Duplantis Design Group, Agent)

REQUEST PUD Modification, Planning Approval Modification



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.



MIXED DENSITY RESIDENTIAL (MxDR)

This designation applies mostly to residential areas located between Downtown and the Beltline, where the predominant character is that of a traditional neighborhood laid out on an urban street grid.

These residential areas should offer a mix of single family homes, townhouses, 2- to 4- residential unit buildings, accessory dwellings, and low- and mid-rise multifamily apartment buildings. The density varies between 6 and 10 du/ac, depending on the mix, types, and locations of the housing as specified by zoning.

Like LDR areas, MxDR areas may incorporate compatibly scaled and sited complementary uses such as neighborhood retail and office uses, schools, playgrounds and parks, and churches and other amenities that create a complete neighborhood fabric and provide safe and convenient access to daily necessities.

NEIGHBORHOOD CENTER (NC)

This land use designation applies to smaller hubs of mixed commercial, community, and recreational activity that cater to adjacent residential areas. Many of these centers exist today in some form. Therefore, the following common principles apply not just to the future development of new centers, but also to the redevelopment (wholesale or incremental) of existing centers.

General Principles for Neighborhood Centers:

- › NC should support a limited amount of commercial employment
 - › NC should incorporate some residential use, which may vary in type from detached single family, townhouse, accessory and live-work units in mixed use and low-rise multifamily structures.
 - › The residential density in NC designations –ranging from 4 to 10 du/ac— must be compatible in character with that of surrounding residential development, providing appropriate transitions in height, massing and other buffering from one land use district to the next.
 - › The retail and housing uses should merge around vibrant, compact, accessible nodes, located at key neighborhood intersections or along short road segments.
- › The NC nodes should be connected to the surrounding neighborhood and nearby public uses (e.g., schools, parks, etc.) via well-designed sidewalks and complete streets.

While the above-listed principles are common to all NC districts, the design attributes of neighborhood centers generally vary depending on whether a center is in a more “traditional” or more “suburban” context.

Additional Attributes of Neighborhood Centers:

- › **NC in traditional contexts:** These tend to be in those areas east of the Beltline and correspond to MxDR neighborhoods. In these NCs, buildings should orient to the street, with on-site parking typically pushed to the back of the site. The design qualities of the public realm are emphasized, including the provision of continuous sidewalks, tree canopy, pedestrian amenities, on-street parking and bicycle facilities where appropriate.
- › **NC in suburban contexts:** These generally are located among the LDR land use designations in the areas west of the Beltline. Where they exist, these centers currently have a more pronounced vehicular orientation. Therefore, the emphasis is on retrofitting to improve internal walkability (e.g., through the addition of sidewalks, tree canopy, protection from the elements) and external connectivity to the surrounding areas (via sidewalks, paths and trails, street crossings, transit stops, etc.) and to increase the mix and density of uses (e.g., infill of outparcels, addition of housing, etc.).

AN ORDINANCE TO AMEND ARTICLE VI OF CHAPTER 34 OF THE MOBILE CITY CODE ENTITLED “LODGING TAX”

Sponsored By: William S. Stimpson, Mayor

WHEREAS, the City of Mobile (the “City”) is committed to maintaining and improving public infrastructure and amenities to benefit residents and visitors alike; and

WHEREAS, tourism and overnight lodging are vital components of the local economy, contributing to business activity and employment in the City; and

WHEREAS, an adjustment to the lodging tax rate will ensure a fair contribution from visitors benefiting from City resources and services during their stays; and

WHEREAS, the lodging tax rate within the City has remained unchanged for approximately twenty years, and will remain competitive with comparable municipalities, even with the adjustment set forth herein.

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

SECTION 1. Section 34-101 of Chapter 34 of the Mobile City Code is hereby repealed and replaced in its entirety with the following:

Levy of tax—City.

There is hereby imposed, levied and assessed against every person engaged in the business of operating hotels, motels, short-term rentals, tourist courts, tourist cabins, lodging houses and rooming houses renting to transients, in addition to all license taxes heretofore imposed, and now existing against them, a license tax equal to ten (10) percent of the gross receipts received by each such person from the renting of rooms within the city, including the charge for use or rental of personal property and services furnished in such room.

SECTION 2. Section 34-102 of Chapter 34 of the Mobile City Code is hereby repealed and replaced in its entirety with the following:

Levy of tax—Police jurisdiction.

There is hereby imposed, levied and assessed against every person engaged in the business of operating hotels, motels, short-term rentals, tourist courts, tourist cabins, lodging houses and rooming houses renting to transients, in addition to all license taxes heretofore imposed, and now existing against them, a license tax equal to five (5) percent of the gross receipts received by each such person from the renting of rooms within the police jurisdiction, including the charge for use or rental of personal property and services furnished in such room.

SECTION 3. Section 34-106 of Chapter 34 of the Mobile City Code is hereby repealed and replaced in its entirety with the following:

Allocation of revenues.

(a) Allocation of four-fifths of revenues:

- i. *Convention facility.* Two (2) percent of four-fifths of the revenues derived from the lodging tax imposed by section 34-101 shall be designated for the expense incurred in building, marketing, operating and financing the convention facility, and for payments of any amounts by the city due under any lease with respect to the convention facility.
- ii. *Capital improvement fund.* Two (2) percent of four-fifths of the revenues derived from the lodging tax imposed by section 34-101 shall be designated to the capital improvement fund.
- iii. *General Fund Operating Budget.* Ninety-six (96) percent of four-fifths of the revenues derived from the lodging tax imposed by Section 34-101 shall be designated to the general fund.

(b) Allocation of one-fifth of revenues:

- i. *Mobile Airport Authority.* One hundred (100) percent of one-fifth of the revenues derived from the lodging tax imposed by Section 34-101, up to and not to exceed three million dollars (\$3,000,000.00) per fiscal year, shall be designated for expenses incurred by the Mobile Airport Authority at the Mobile International Airport. This allocation shall remain in effect for a period of ten (10) years from the effective date of this ordinance.
- ii. *Mobile Arena Facility Debt Service.* One hundred (100) percent of one-fifth of the revenues derived from the lodging tax imposed by Section 34-101 above the three million dollars (\$3,000,000.00) described in subsection (b)(i) shall be designated for debt service incurred in constructing and financing the Mobile Arena. This allocation shall remain in effect for a period of twenty (20) years from the effective date of this ordinance or until the initial debt incurred for the Mobile Arena has been retired, whichever is earliest.
- iii. *General Fund Operating Budget.* Upon the retiring of the Mobile Arena debt service, as described in subsection (b)(ii), one hundred (100) percent of one-fifth of the revenues derived from the lodging tax imposed by Section 34-101 shall be designated to the general fund.

SECTION 4. SEVERABILITY: In the event that any section, subsection, sentence, clause or phrase of this ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this ordinance, which shall remain in full force and effect, as if the section, subsection, clause or phrase so declared or adjudged invalid or unconstitutional were not originally a part thereof.

SECTION 5. REPEALER: All City Code sections and ordinances or parts of City Code sections and ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. NOTICE TO ALABAMA DEPARTMENT OF REVENUE: No later than March 1, 2025, the City Clerk shall cause a certified copy of this ordinance to be delivered to the Alabama Department of Revenue as required by law.

SECTION 7. EFFECTIVE DATE: This ordinance shall become effective on May 1, 2025, upon its adoption and publication as required by law.

Adopted:

City Clerk

**AN ORDINANCE TO AMEND ARTICLE VI OF CHAPTER 34 OF THE MOBILE CITY
CODE ENTITLED "LODGING TAX"**

Sponsored By: William S. Stimpson, Mayor

WHEREAS, the City of Mobile (the "City") is committed to maintaining and improving public infrastructure and amenities to benefit residents and visitors alike; and

WHEREAS, tourism and overnight lodging are vital components of the local economy, contributing to business activity and employment in the City; and

WHEREAS, an adjustment to the lodging tax rate will ensure a fair contribution from visitors benefiting from City resources and services during their stays; and

WHEREAS, the lodging tax rate within the City has remained unchanged for approximately twenty years, and will remain competitive with comparable municipalities, even with the adjustment set forth herein.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
OF MOBILE, ALABAMA, THAT:**

SECTION 1. Section 34-101 of Chapter 34 of the Mobile City Code is hereby repealed and replaced in its entirety with the following:

Levy of tax-City.

There is hereby imposed, levied and assessed against every person engaged in the business of operating hotels, motels, short-term rentals, tourist courts, tourist cabins, lodging houses and rooming houses renting to transients, in addition to all license taxes heretofore imposed, and now existing against them, a license tax equal to ten (10) percent of the gross receipts received by each such person from the renting of rooms within the city, including the charge for use or rental of personal property and services furnished in such room.

SECTION 2. Section 34-102 of Chapter 34 of the Mobile City Code is hereby repealed and replaced in its entirety with the following:

Levy of tax-Police jurisdiction.

There is hereby imposed, levied and assessed against every person engaged in the business of operating hotels, motels, short-term rentals, tourist courts, tourist cabins, lodging houses and rooming houses renting to transients, in addition to all license taxes heretofore imposed, and now existing against them, a license tax equal to five (5) percent of the gross receipts received by each such person from the renting of rooms within the police jurisdiction, including the charge for use or rental of personal property and services furnished in such room.

SECTION 3. Section 34-106 of Chapter 34 of the Mobile City Code is hereby repealed and replaced in its entirety with the following:

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(a) Allocation of four-fifths of revenues:

1. *Convention facility.* Two (2) percent of four-fifths of the revenues derived from the lodging tax imposed by section 34-101 shall be designated for the expense incurred in building, marketing, operating and financing the convention facility, and for payments of any amounts by the city due under any lease with respect to the convention facility.
11. *Capital improvement fund.* Two (2) percent of four-fifths of the revenues derived from the lodging tax imposed by section 34-101 shall be designated to the capital improvement fund.
111. *General Fund Operating Budget.* Ninety-six (96) percent of four-fifths of the revenues derived from the lodging tax imposed by Section 34-101 shall be designated to the general fund.

(b) Allocation of one-fifth of revenues:

1. *Mobile Airport Authority.* One hundred (100) percent of one-fifth of the revenues derived from the lodging tax imposed by Section 34-101, up to and not to exceed three million dollars (\$3,000,000.00) per fiscal year, shall be designated for expenses incurred by the Mobile Airport Authority at the Mobile International Airport.

Sunset Provision: This allocation to the Mobile Airport Authority shall remain in effect until May 1, 2035 unless the Mobile City Council votes to extended the time this provision is in effect.

11. *Mobile Arena Facility Debt Service.* One hundred (100) percent of one-fifth of the revenues derived from the lodging tax imposed by Section 34-101 above the three million dollars (\$3,000,000.00) described in subsection (b)(i) shall be designated for debt service incurred in constructing and financing the Mobile Arena. This allocation shall remain in effect for a period of twenty (20) years from the effective date of this ordinance or until the initial debt incurred for the Mobile Arena has been retired, whichever is earliest.
111. *General Fund Operating Budget.* Upon the retiring of the Mobile Arena debt service, as described in subsection (b)(ii), one hundred (100) percent of one-fifth of the revenues derived from the lodging tax imposed by Section 34-101 shall be designated to the general fund.

SECTION 4. SEVERABILITY: In the event that any section, subsection, sentence, clause or phrase of this ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this ordinance, which shall remain in full force and effect, as if the section, subsection, clause or phrase so declared or adjudged invalid or unconstitutional were not originally a part thereof.

SECTION 5. REPEALER: All City Code sections and ordinances or parts of City Code sections and ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. NOTICE TO ALABAMA DEPARTMENT OF REVENUE: No later than March 1, 2025, the City Clerk shall cause a certified copy of this ordinance to be delivered to the Alabama Department of Revenue as required by law.

SECTION 7. EFFECTIVE DATE: This ordinance shall become effective on May 1, 2025, upon its adoption and publication as required by law.

Adopted:

City Clerk

AGREEMENT AMONG THE CITY OF MOBILE, THE MOBILE AREA LODGING CORPORATION, AND THE MOBILE CONVENTION & VISITORS CORPORATION

This Agreement is entered into as of the 1st day of May, 2025 (the “Effective Date”) by and among the CITY OF MOBILE, a municipal corporation (hereinafter “City”), the MOBILE AREA LODGING CORPORATION, an Alabama nonprofit corporation (hereinafter “MALC”), and the MOBILE CONVENTION & VISITORS CORPORATION, an Alabama nonprofit corporation (hereinafter “MCVC”), relative to the Mobile Tourism Improvement District (hereinafter “MTID”).

RECITALS

- A. The MTID was formed pursuant to the Self-Help Business Improvement Districts in Class 2 Municipalities Law, Ala. Code § 11-54B-40 et seq. (the “Law”). On May 19, 2020 the City Council adopted Ordinance 50-014 which established the MTID, pursuant to Section 11-54B-46 of the Law, with an effective date of July 1, 2020 and with a sunset provision requiring that the City Council determine whether the MTID should be continued, modified or terminated. Pursuant to such Ordinance the City, MALC and MCVC entered into an Agreement (the “2020 Agreement”) providing for the administration of the MTID and various obligations of each party.
- B. In December, 2024, MALC prepared and released a new District Plan for the MTID, dated December 12, 2024, to govern operations for the period from May 1, 2025 through April 30, 2030 (the “2025 District Plan”), which provides for sales and marketing and capital improvements programs for assessed lodging businesses in the City. The District Plan is incorporated into this Agreement by reference.
- C. MALC submitted a petition to the City Council signed by property owners representing at least sixty percent (60%) of the proposed annual assessments within the MTID and the owners of at least fifty percent (50%) of the assessed lodging businesses located within the MTID and requested that the City Council initiate proceedings to modify the MTID pursuant to the Law in order to change the assessment methodology to fund the 2025 District Plan.
- D. On February __, 2025 the City Council adopted Ordinance Number _____ which modified and continued the MTID, with an effective date of May 1, 2025.
- E. MALC represents all business owners included within the MTID and possesses the capacity, in conjunction with MCVC, to provide the MTID programs as described in the District Plan.
- F. The City, MALC, and MCVC desire to enter into this Agreement to set forth the roles and responsibilities of the parties with respect to providing MTID programs and administration.
- G. The City affirms that the level of services presently being provided by the City to the businesses within the MTID shall continue at the same level after establishment of the MTID, as contemplated in this Agreement.
- H. The parties have agreed that this Agreement shall become effective and supersede the 2020 Agreement as of the Effective Date.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. DEFINITIONS. Certain terms are defined in the heading and recitals to this Agreement. In addition to those terms, the following definitions shall apply:
 - A. MTID Programs. The programs to be provided by MALC and MCVC within the MTID include sales and marketing, capital improvements, and related administration, as described in greater detail within the District Plan.

2. MALC OBLIGATIONS. MALC's obligations under this Agreement shall be as follows:

- A. MTID Programs. MALC shall oversee the implementation of MTID programs in the manner and of the quality described in the District Plan and annual reports, during the following time periods:

Year 1 (partial)	May 1, 2025	through	September 30, 2025
Year 2	October 1, 2025	through	September 30, 2026
Year 3	October 1, 2026	through	September 30, 2027
Year 4	October 1, 2027	through	September 30, 2028
Year 5	October 1, 2028	through	September 30, 2029
Year 6 (partial)	October 1, 2029	through	April 30, 2030

MALC shall be fully responsible for overseeing, developing, and directing the MTID programs as described in the District Plan. MCVC shall not oversee, develop, or direct any MTID programs.

- B. Annual Budgets. The officers of MALC shall submit a detailed annual budget for approval by its Board of Directors including proposed expenditures and proposed sources of funding, which may include voluntary donations. The budget shall explain how it contributes to goals and objectives for the MTID.

The budget shall be introduced, approved, amended, and adopted by resolution passed by not less than a majority of the full membership of the Board of Directors. The procedure for passing a budget shall be as follows:

- i. Introduction and preliminary approval of the budget.
- ii. Public advertising of the budget.
- iii. Public hearing relating to the budget.
- iv. Amendments to the budget and public hearings relating to those amendments, if required.
- v. Adoption of the budget.
- vi. No budget shall be adopted until a public hearing has been held thereon and all persons having an interest therein have been given an opportunity to present objections.

The Board of Directors may amend the budget during or after the public hearing.

No amendment to the budget by the Board of Directors shall be effective until all persons having an interest therein have been granted a public hearing thereon, if the amendment does or provides for any of the following:

- i. Adds a new item to in an amount in excess of ten percent (10%) of the total amount as stated in the approved budget.
- ii. Increases or decreases any item within the budget by more than ten percent (10%) of the amount stated in the approved budget for the item.
- iii. Increases the amount needed to be raised by special assessment by more than ten percent (10%) of the total special assessment revenues stated in the approved budget.

- C. Annual Reports. For each fiscal year of MTID operations, MALC shall, within 90 days after the close of each fiscal year, submit to the City Clerk an annual report that includes, at a minimum:

- i. A financial statement for the preceding year, including a balance sheet, statement of income and loss, and such other information as is reasonably necessary to reflect MALC's actual performance, certified by the MALC Treasurer; and
 - ii. The budget for the current fiscal year.
- D. Annual Audits. For each fiscal year of MTID operations, MALC shall, within 90 days after the close of each fiscal year, submit to the City Clerk an annual audit of its books, accounts, and financial transactions. The annual audit shall be conducted by a certified public accountant. Within four (4) months after the close of the fiscal year, a certified duplicate copy of the audit shall be filed with the Mayor and Finance Director of the City.
- E. Subcontracts. MALC and MCVC shall let and administer all subcontracts necessary for providing the MTID programs. MALC assumes responsibility for the contracting of, and payment for, all support services as may be required. MALC shall comply with all applicable State and City laws and regulations.
- F. Other Programs. MALC will continue to look for ways to improve the MTID and enhance business opportunities for all MTID assessed property owners.
- G. Indemnification and Hold Harmless. Except for the active negligence or willful misconduct of the City, MALC undertakes and agrees to defend, indemnify and hold harmless the City and any of its boards, officers, agents, employees, assigns, and successors in interest, from and against all suits and causes of action, claims, losses, demands, and expenses, included but not limited to attorney's fees and costs of litigation, damage or liability of any nature whatsoever, for death or injury to any person including MALC's employees or agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this agreement by MALC or its subcontractors.
- H. Insurance Requirements. The insurance requirements will be provided in Exhibit "A", attached hereto and made a part hereof.
- I. MALC Status. MALC shall perform its obligations under this Agreement and shall be responsible for any federal, state, and local taxes and fees applicable to payments made to MALC hereunder. Acting in the capacity of an independent contractor, the MALC's employees and subcontractors are not City employees and are not entitled to or eligible for any benefits provided by the City.
- J. Assignment. MALC covenants and agrees that it will not assign or transfer its rights or obligations under this Agreement, either in whole or part, without first obtaining the written consent of the City; such consent must be granted or denied at the sole discretion of the City. Any attempt by the MALC to assign or transfer its rights or obligations without such written consent shall be null and void.
- K. Assets of MALC. Pursuant to State law, in the event of MALC's dissolution, or upon any withdrawal of its designation as the MTID's district management corporation, all interest in and title to funds held by or for MALC, and all property of MALC shall be transferred and assigned to a successor MTID district management corporation, or if no successor MTID district management corporation exists, to the general fund of the City for use in funding the MTID programs as the MALC Board of Directors shall direct and designate.
- L. MALC Not Agent of the City. Neither MALC nor any of MALC's employees, agents, representatives or subcontractors are or shall be considered to be agents of the City in connection with the performance of MALC's obligations under this Agreement, or for any other purpose.

- M. MALC Subject to Laws. MALC understands and acknowledges that it will be subject to all State and City laws and regulations and hereby agrees to comply with all such laws and regulations.
- N. Nondiscrimination. In the performance of this Agreement, MALC shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status or medical condition.

3. MCVC OBLICATIONS.

- A. MTID Programs. MCVC shall administer MTID sales, marketing and promotional items as specified by MALC, subject to the oversight, development, and direction of MALC, in the manner and of the quality described in the MTID's District Plan and annual reports, during the following time periods:

Year 1 (partial)	May 1, 2025	through	September 30, 2025
Year 2	October 1, 2025	through	September 30, 2026
Year 3	October 1, 2026	through	September 30, 2027
Year 4	October 1, 2027	through	September 30, 2028
Year 5	October 1, 2028	through	September 30, 2029
Year 6 (partial)	October 1, 2029	through	April 30, 2030

MCVC shall be fully responsible for implementing the District programs, subject to the oversight, development, and directions of MALC, as described in the District Plan.

- B. Indemnification and Hold Harmless. MCVC undertakes and agrees to defend, indemnify and hold harmless the City and any of its boards, officers, agents, employees, assigns, and successors in interest, from and against all suits and causes of action, claims, losses, demands, and expenses, included but not limited to attorney's fees and costs of litigation, damage or liability of any nature whatsoever, for death or injury to any person including MCVC's employees or agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance by the MCVC or its subcontractors of the MCVC's obligations under this agreement. Nothing herein shall cause MCVC to be responsible or liable for any action, claims, losses, demands and expenses arising out of any action or inaction by or on behalf of the City or MALC.
- C. Insurance Requirements. The insurance requirements will be provided in Exhibit "B", attached hereto and made a part hereof.
- D. MCVC Status. MCVC shall perform its obligations under this Agreement and shall be responsible for any federal, state, and local taxes and fees applicable to payments made to MCVC hereunder. Acting in the capacity of an independent contractor, MCVC's employees and subcontractors are not City employees and are not entitled to or eligible for any benefits provided by the City.
- E. Assignment. MCVC covenants and agrees that it will not assign or transfer its rights or obligations under this Agreement, either in whole or part, without first obtaining the written consent of the City and MALC; such consent must be granted or denied at the sole discretion of the City and MALC. Any attempt by MCVC to assign or transfer its rights or obligations without such written consents shall be null and void.
- F. MCVC Not Agent of the City. Neither MCVC nor any of MCVC's employees, agents, representatives or subcontractors are or shall be considered to be agents of the City in connection with the performance of the MCVC's obligations under this Agreement, or for any other purpose.
- G. MCVC Subject to Laws. MCVC understands and acknowledges that it will be subject to all State and City laws and regulations and hereby agrees to comply with all such laws and regulations.

- H. Nondiscrimination. In the performance of this Agreement, MCVC shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status or medical condition.
4. CITY OBLIGATIONS. The City's obligations under this agreement shall be as follows:
- A. MTID Administration. This Agreement shall be administered on behalf of the City by the City Clerk.
 - B. Collection and Disbursements. The City's Revenue Department shall effect the timely collection of the assessment; coordinate the collection of the assessment; provide general assistance, clarification, or information to MALC, the assessed property owners and the public at large; and, direct the disbursement of assessment funds to be made to MALC.
 - C. Disbursements to MALC. The MTID assessments will be collected by the City's Revenue Department. With the exception of the City Fee of one percent (1%) of the amount of collected assessments provided for in the District Plan, and the MTID's pro rata share of any delinquent assessment collection costs, the City shall disburse to MALC the actual assessment revenue collected. Within thirty (30) days of receipt of assessment funds collected, the City shall forward the net amount of collected assessment funds to MALC.
 - D. Continuation of City Services. The parties agree that the City's services to the District are comprised of funding for MCVC. The City shall continue to provide funding for MCVC at verifiable "baseline" levels. The baseline level of funding shall at all times equal 37.5% of receipts for the preceding fiscal year from the City's lodging tax.
 - E. Lodging Tax. During the term of this Agreement the City shall not increase its lodging tax by more than two percentage points above the current rate of eight percent (8%). The City shall not increase in the lodging tax above the current rate of eight percent (8%) unless the City shall have first imposed the lodging tax on short-term rentals and shall have enhanced enforcement and collection with respect to such short term rentals.

GENERAL PROVISIONS

- A. General Fund Not Liable. Neither the General Fund of the City nor any other fund or monies of the City, except for the actual MTID assessment revenue received, shall be liable for payment of any obligations to MALC or the MTID arising from this Agreement. Said obligations are not debts of the City, nor a legal or equitable pledge, charge, lien or encumbrance upon any of its property or upon its income, receipt or revenues. This Agreement embodies all of MALC reimbursement rights and no further note or other document shall be required to be executed by the City.
- B. Notices. Any notice, tender, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given when delivered or mailed in the manner provided in this paragraph to the following persons:

City: Lisa Lambert
City Clerk
9th Floor Government Plaza – South Tower
PO Box 1827
Mobile, AL 36633-1827
(251) 208-7576

MALC: Kent Blackinton
Chair of the Board
Mobile Area Lodging Corporation
64 South Water Street
Mobile, AL 36602
(251) 379-1901

MCVC: David Clark
President & CEO
Mobile Convention & Visitors Corporation
1 South Water Street
Mobile, AL 36602
(251) 208-2004

Any party may change that party's address for these purposes by giving written notice of the change to the other parties in the manner provided in this section. If sent by mail, any notice or other communication shall be effective 48 hours after it has been deposited in the United States mail, with postage prepaid, and addressed as set forth above.

- C. Term, Termination and Amendments. The term of this Agreement shall be from the Effective Date through April 30, 2030, although executed by the parties prior to such date. As of the Effective Date this Agreement shall supersede the 2020 Agreement. This Agreement may be amended only by written instrument signed by each of the parties hereto.
- D. Attorneys Fees. If the services of any attorney are required by any party to secure the performance of this Agreement, or otherwise upon the breach or default of any party, or if any judicial remedy or arbitration is necessary to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and other expenses, in addition to any other relief to which such party may be entitled. It is understood that for purposes of calculating reasonable attorney fees for the City, that the City Attorney's billing rates shall be calculated at the prevailing rate.
- E. Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Alabama.
- F. Waiver. The waiver by any party to this Agreement of breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.
- G. Entire Agreement. This document, including all Exhibits, contains the entire Agreement between the parties and supercedes whatever oral or written understanding they may have had prior to the execution of this Agreement.
- H. Severability. If any portion of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- I. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original document.

IN WITNESS WHEREOF, this Agreement is executed by the CITY OF MOBILE, the MOBILE AREA LODGING CORPORATION, and the MOBILE CONVENTION & VISITORS CORPORATION. The City Clerk of the City of Mobile, the Chair of the Board of the Mobile Area Lodging Corporation, and the President & CEO of the Mobile Convention & Visitors Corporation declare that they are authorized to execute this Agreement on behalf of the parties to the Agreement.

CITY

Approved as to Form and Legality

Ricardo Woods, City Attorney

Date

Sandy Stimpson, Mayor

Date

ATTESTATION

Lisa Lambert, City Clerk

Agreement Number

Council File Number

MOBILE AREA LODGING CORPORATION

Kent Blackinton, Chair of the Board

Date

MOBILE CONVENTION & VISITORS CORPORATION

David Clark, President & CEO

Date

AN ORDINANCE TO AMEND ARTICLE IV OF CHAPTER 50 OF THE MOBILE CITY CODE ENTITLED "MOBILE TOURISM IMPROVEMENT DISTRICT" RELATING TO THE RENEWAL AND MODIFICATION OF THE SELF-HELP BUSINESS IMPROVEMENT DISTRICT TO PROVIDE SUPPLEMENTAL SERVICES WITHIN THE DISTRICT

Sponsored by: Mayor Stimpson and Councilmember Carroll

WHEREAS, the patterns of urban development have had substantial adverse impacts upon business districts that are vital to the economy of the State of Alabama and the City of Mobile; and

WHEREAS, Senate Bill No. 146 was signed into law by the Governor of the State of Alabama on May 3, 2004 ("Enabling Law"); and

WHEREAS, the Enabling Law authorizes the City of Mobile, as a Class 2 municipality, to provide for the creation and maintenance of Self-Help Business Improvement Districts within its boundaries through the adoption of an Ordinance; and

WHEREAS, Senate Bill No. 112 was signed into law by the Governor of the State of Alabama on May 20, 2019, amending the Enabling Law; and

WHEREAS, the amendments to the Enabling Law allows for the creation and maintenance of a Self-Help Business Improvement District for the purpose of providing supplemental, tourism promotional services to businesses and to levy assessments against those businesses benefitting from the tourism promotion services; and

WHEREAS, on May 19, 2020, the City Council adopted Ordinance No. 50-014-2020 (the "2020 Ordinance"), creating the Mobile Tourism Improvement District (the "District"); and

WHEREAS, the 2020 Ordinance contains a Sunset Provision requiring that the City Council determine whether the District should be continued, modified, or terminated; and

WHEREAS, the Enabling Law provides for amendment of a self-help business improvement district upon petition by the owners of businesses, consistent with the requirements for petitions to form the district; and

WHEREAS, on January 28, 2025, business owners within the boundaries of the District in excess of the number required by the Enabling Law, as amended, and the Ordinance, petitioned the City Council to continue the District with modified terms; and

WHEREAS, on January 28, 2025 the City Council set February 4, 2025, as the date for a public hearing to determine whether the District should be continued and modified; and

WHEREAS, on December 18, 2024, the 2025-2030 Mobile Tourism Improvement District Plan was mailed to all owners, as identified in the City's records, of businesses within the proposed Mobile Tourism Improvement District; and

WHEREAS, on January 14, 2025 notice of the date, time, and place set for the public hearing, and a copy of the notice was posted in at least three places located within the geographical area proposed to be included in the proposed Mobile Tourism Improvement District as required by Section 11-54B-45 of the Enabling Law; and

WHEREAS, the City Council wishes to adopt an Ordinance to continue and modify the District; and

WHEREAS, the City Council determines that adoption of ordinances such as this constitute an essential minimum function of the Council.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mobile, that in order to continue and modify the District, Article IV of Chapter 50, Mobile City Code (1991) titled "Mobile Tourism Improvement District" is hereby amended as follows:

Section 1. Declaration of Public Policy and Purposes.

(a) The designation of the geographic area described in Section 4 of this Ordinance as a Self-Help Business Improvement District is intended to directly benefit assessed lodging businesses within the area by increasing room night sales and revenue therefrom. Mobile Tourism Improvement District activities and improvements will increase overnight tourism and market assessed lodging businesses as tourist, meeting and event destinations, thereby increasing room night sales and revenue therefrom. Increasing overnight tourism in the City of Mobile contributes to the health, prosperity, and welfare of the people of the City of Mobile and, therefore, is an act which is in furtherance of the best interests of the City and its citizens.

(b) The City Council finds that owners of lodging businesses with 40 rooms or more comprising at least 60% of the annual assessment and the owners of at least 50% of the number of businesses with 40 rooms or more located within the proposed MTID have signed and submitted petitions in support of the formation of the MTID. The City Council accepts the petitions and certifies that the petitions have met the requirements of the Enabling Law.

(c) The purpose of this Ordinance is to:

(1) Designate, establish, and maintain the geographic area described in Section 4 of this Ordinance as the Mobile Tourism Improvement District; and Designate a district management corporation to provide supplemental services within the District; and

(2) Impose a special assessment upon the owners of lodging businesses with 40 rooms or more located within the District to finance the cost of the supplemental services that will be provided by the district management corporation in the District; and

(3) Provide for the submission of certain reports to the City by the district management corporation; and

(4) Provide a sunset provision pursuant to which City Council may continue, modify, or terminate the District; and

- (5) Provide an effective date for the provisions of this Ordinance.

Section 2. Definitions.

For purposes of this Ordinance, the following terms shall have the respective meanings ascribed by this Section:

- (a) Baseline Services means the level of funding for tourism promotion provided to the Mobile Convention and Visitors Corporation by the City of Mobile, as provided in the Baseline Services Agreement.
- (b) Baseline Services Agreement means the contract between the City, the Mobile Convention and Visitors Corporation, and the Corporation setting out the services that will be provided in the District by the City, the Mobile Convention and Visitors Corporation, and the Corporation.
- (c) Board of Directors means the board of directors of the Corporation selected in accordance with the District Plan and the Enabling Law.
- (d) City means the City of Mobile, Alabama.
- (e) City Council means the Mobile City Council.
- (f) Corporation means the Mobile Area Lodging Corporation, an Alabama not-for-profit corporation that is designated and authorized by this Ordinance to manage the District as the district management corporation.
- (g) District means the Mobile Tourism Improvement District, the area of which is designated by Section 3 and 4 of this Ordinance, and in which a Special Assessment is levied by this Ordinance on the owners of lodging businesses with 40 rooms or more located within the District for the purposes of receiving Supplemental Services.
- (h) District Plan means the Mobile Tourism Improvement District's District Plan, dated December 12, 2024 and filed in accordance with Section 11-54B-44 of the Enabling Law.
- (i) Special Assessment means the amount levied and collected by the City and forwarded to the Corporation for the purposes of financing the costs of Supplemental Services for the District.
- (j) Supplemental Services means the programs, services, and improvements to be provided and maintained by the Corporation within the District. The term includes not only the programs, services, and improvements described in the District Plan, but also such additional programs, services, and improvements as the Board of Directors of the Corporation may determine to provide and maintain within the District after the date of adoption of this Ordinance.

Section 3. Establishment of the Mobile Tourism Improvement District.

There is hereby established a District, the geographic boundaries of which are set forth in Section 4 of this Ordinance, to be named the “Mobile Tourism Improvement District”.

Section 4. Geographic Boundaries of the Mobile Tourism Improvement District.

The geographic boundaries of the District include all lodging businesses with 40 rooms or more, existing or in the future, located within the boundaries of the City. The geographic boundaries of the District may also be seen in Appendix 2. The lodging businesses that are liable for the Special Assessment are listed in Appendix 1.

Section 5. Designation of Mobile Area Lodging Corporation.

(a) Designation. The Corporation is hereby designated as the district management corporation for the District. The Corporation is hereby authorized and empowered to receive all Special Assessment revenues collected by the City, less the City’s one percent (1%) collection and administration fee, and to provide Supplemental Services within the District.

(b) Board of Directors. The Corporation shall be managed by a Board of Directors in accordance with the District Plan, the articles of incorporation filed with the District Plan, and the Enabling Law. No amendment of the articles of incorporation or bylaws shall be effective unless approved by the Board of Directors.

(c) Compensation. Board members shall receive no compensation for their services as Directors, but shall be entitled to receive reimbursement for expenses actually incurred in the performance of duties as approved by the Board.

(d) Budget Required. No funds received by the Corporation from Special Assessment shall be expended except in accordance with the budget adopted or amended under the provisions of the District Plan.

(e) Powers. The Corporation may do all things necessary to implement its purposes as described in Section 11-54B-50 of the Enabling Law and in the District Plan.

(f) Eminent Domain. The Corporation shall not have the power of eminent domain.

(g) Facilities Not Deemed Nuisance; Liability. No moveable furniture, structure, facility, or appurtenance, or activity located or permitted in a District shall, by reason of location or use, be deemed a nuisance or unlawful obstruction or condition, notwithstanding any rule or regulation or principal of law pertaining to the use of public streets and highways. Neither the City nor any user acting under permit shall be liable for any injury to person or property, unless the furniture, structure, facility, or use shall be negligently constructed, maintained, or operated.

(h) Public Meetings. After designation of the District, the Corporation shall hold, at least annually, a general and public meeting appropriately advertised in the District at a place convenient to persons concerned with the operation of the District.

(i) Written Comments. The Corporation shall receive written suggestions from businesses in the District at any time.

(j) City Representatives May Attend Meetings. One or more representatives designated by the Mayor and the City Council shall be authorized to attend and participate in regular and called meetings of the Board of Directors of the Corporation; provided, however, that such representatives shall not vote on any matters considered by such Board.

(k) Dissolution. Upon dissolution of the Corporation or a withdrawal of the Corporation's designation as the district management corporation for the District, the Board of Directors of the Corporation shall, after paying or making provision for the payment of all of the liabilities of the Corporation, transfer and assign all interests in and title to funds held by or for the Corporation and property of the Corporation to the successor district management corporation for the District; or, if no such successor corporation exists, to the City for use in funding such programs as the Board of Directors of the Corporation shall designate.

Section 6. Imposition of Special Assessment; Exemptions.

(a) Levy. There is hereby levied a Special Assessment upon all owners of lodging businesses with 40 rooms or more located within the District. The levy shall be in effect on and after May 1, 2025, subject to the sunset provisions in Section 13 of this Ordinance. The amount of the Special Assessment, and the means and methods of its collection, shall be as provided for in the District Plan. For the second five-year term of the District, to last from May 1, 2025 through April 30, 2030, the rate of the Special Assessment shall be capped at, and shall not exceed, the amount stated in the District Plan.

(b) Businesses Subject to Special Assessment. A listing by parcel number, street address, and lot and block number of all lodging businesses with 40 rooms or more located in the District, as shown by the Mobile County Tax Records as of the date of this Ordinance, is set out in the attached Appendix 1.

(c) Exemption for Residential Properties. The District shall not assess properties which are determined to be single-family, owner-occupied residential properties.

(d) Exemptions. Based on the benefit received, the following stays will not be assessed:

(1) A continuous stay of 31 days or more; provided, that the first 30 days will be assessed;

(2) Stays at camps, conference centers, or similar facilities operated by nonprofit organizations primarily for the benefit of, and in connection with, recreational or educational programs for children, students, or members or guests of other nonprofit organizations during any calendar year;

(3) Stays at privately operated camps, conference centers, or similar facilities that provide lodging and recreational or educational programs exclusively for the benefit of

children, students, or members or guests of nonprofit organizations during any calendar year;

- (4) Stays at corporate housing facilities;
- (5) Stays at campgrounds; and
- (6) Complimentary room stays provided by the lodging business owner to a guest.

Section 7. Default in Payment of Assessments.

(a) Default. The obligation to pay any Special Assessment due shall be in default if such Special Assessment is not paid on or before the due date for such payment.

(b) Corporation to Reimburse City for Collection Costs. The Corporation shall reimburse the City for any costs associated with collecting unpaid Special Assessments. If sums in excess of the delinquent District Special Assessment are sought to be recovered in the same collection action by the City, the Corporation shall bear its pro rata share of such collection costs.

(c) Penalties and Interest. Assessed lodging businesses which are delinquent in paying the Special Assessment shall be responsible for paying:

(1) Failure to Timely File. Any lodging business that files a return after the due date is subject to a penalty equal to the greater of ten percent (10%) of the Special Assessment required to be paid or \$50.00.

(2) Failure to Timely Pay. Any lodging business that submits a payment after the due date is subject to a penalty of ten percent (10%) of the delinquent Special Assessment.

(3) Interest. In addition to other penalties, if a lodging business fails to timely pay the City any Special Assessment due, there shall be added as interest one percent (1%) of the total amount due if the delinquency is not for more than one month, with an additional one percent (1%) for each additional month or fraction thereof under which the delinquency continues.

(4) Penalties Merged with Special Assessment. Every penalty imposed as such interest as accrues shall become part of the Special Assessment herein required to be paid.

Section 8. Licenses and Permits.

To the extent the operations of the Corporation require permits, licenses, or other approvals, the fees, costs, and expenses associated with obtaining such license, permits, or approvals are waived.

Section 9. Annual Reports and Audits.

(a) Within ninety (90) days after the close of its fiscal year, the Corporation shall make an annual report of its activities during such year to the City Council. The annual report shall include, at a minimum:

(1) A financial statement for the preceding year, including a balance sheet, statement of income and loss and such other information as is reasonably necessary to reflect the Corporation's actual performance, certified by the Corporation's treasurer; and

(2) The budget for the current fiscal year.

(b) A copy of each annual report shall be sent to the Mayor, the City Council, and to all lodging business owners of the District by first class mail or by personal delivery.

(c) Within ninety (90) days after the close of the Corporation's fiscal year, the Corporation shall cause an annual audit of its books, accounts, and financial transactions to be made by a certified public accountant. The Corporation's annual audit shall be completed and filed with the City Council within four (4) months after the close of the Corporation's fiscal year. Certified copies of the audit shall also be filed with the Mayor and the finance director of the City.

Section 10. Execution of Baseline Services Agreement.

The Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Baseline Services Agreement with the Corporation and the Mobile Convention and Visitors Corporation regarding the level of services to be maintained by the City within the District and the Supplemental Services which will be provided by the Corporation, as outlined in the contract presented herewith and made a part hereof as though set forth in full. The Baseline Services Agreement shall provide that the City shall provide funding for tourism promotion to the Mobile Convention and Visitors Corporation in the annual amount provided in the definition of Baseline Services as set forth herein. The Baseline Services Agreement shall also provide that all costs of the Supplemental Services provided by the Corporation in the District shall be financed through the levy by the City of the District Special Assessment on the owners of lodging businesses with 40 rooms or more located within the geographical area of the District, and such other revenue as the Corporation may receive.

Section 11. Police Powers not Waived; etc.

(a) Notwithstanding the capital improvements to be provided by the Corporation in the District, the City shall retain its police powers and other rights and powers relating to any streets or parts thereof constituting or included in the District, and no action shall be interpreted to construed to be a vacation, in whole or in part, of any municipal street or part thereof, it being intended that the establishment of the District pursuant to this Ordinance is a matter of regulation only.

(b) The Corporation shall have no power or authority to pledge or mortgage any assets or property owned by the City as collateral for any loan, and the Corporation shall have no power or authority to do any act that would create or cause a lien or encumbrance to

be placed on assets or property owned by the City; and provided further that the good faith and credit of the City shall not be pledged as collateral for any such loan, the City shall have no obligation to repay any such loans, and such loans shall not constitute a general obligation or indebtedness of the City.

(c) All construction and maintenance work shall be performed in accordance with all applicable federal, state, and City requirements, code, and ordinances, including, but not limited to the "Mobile Rights of Way Construction and Administration Ordinance", Chapter 57, Mobile City Code.

(d) Nothing in this Ordinance shall affect or impair the City's control and jurisdiction over all property, streets, sidewalks, and public rights-of-way within the District. The powers and authority now residing with, or hereafter granted to the City, and all powers and authority herein granted shall be exercised by the Corporation in accordance with all applicable federal, state, and City requirements, codes, and ordinances.

(e) The Corporation shall have no authority to permit or authorize any structure, facility, fixture, or appurtenance to be built or located in on upon any public street, road, or right-of-way that blocks, impedes, or interferes with the use or enjoyment of such street, road, or right-of-way. This prohibition is not intended to, and it shall not apply to, temporary and moveable fixtures such as tents or stands that are located on the streets, roads, and rights-of-way during special events.

Section 12. Amendment of Ordinance

The provisions of this Ordinance may be amended upon the written request of a representative group of the owners of lodging businesses, with 40 rooms or more, located within the District. Such request shall specify the content of the desired amendment (or amendments). Such requests must also include the signatures of the owners of lodging businesses in the District, with 40 rooms or more, representing at least 60% of the annual assessment and the owners of at least 50% of the number of lodging businesses, with 40 rooms or more, in the District.

Section 13. Sunset Provision

(a) Within ninety (90) days after the adoption and approval of the fifth annual budget for the District, the City Council shall set a hearing to determine whether the District should be continued, modified, or terminated. After said hearing, the City Council may vote to continue, modify, or terminate the District.

(b) At least twenty (20) days before the hearing, notice of the date, place, and time of such hearing shall be posted in at least three (3) places within the District and mailed, along with a new District Plan, to the owner of each lodging business, with 40 rooms or more, who paid assessments to the District during the previous year as certified by the collector of such assessments. The new District Plan shall contain all of the following items:

(1) A description of the Supplemental Services to be provided in the District.

(2) A budget outlining the annual cost of the Supplemental Services described in subdivision (1).

(3) A description of the method which will be used to determine the amount of the Special Assessment to be levied on the owners of the lodging businesses located within the District to finance the Supplemental Services described in subdivision (1).

(4) The number of years, not to exceed five years that the Special Assessments described in subdivisions (3), will be levied.

(5) Copies of the articles of incorporation, bylaws, and any amendments thereto, of the Corporation designated by the District Plan to provide the Supplemental Services to the District.

(c) At this hearing, the District shall be terminated if the City Council is presented a petition objecting to the continuation of the District that is signed by the owners of lodging businesses, with 40 rooms or more, representing 60% of the proposed annual assessment, located within the District and the owners of at least 50% of the number of lodging businesses with 40 rooms or more, located within the District. The effective date of termination shall be at the end of the fiscal year next following the hearing.

BE IT FURTHER ORDAINED THAT this Ordinance shall be effective thirty (30) days from the date of its adoption as required by the Enabling Law; provided, however, that if the owners of lodging businesses, with 40 rooms or more, representing 60% of the proposed annual assessment located within the District, and the owners of at least 50% of the number of lodging businesses, with 40 rooms or more, located within the District, file written objections to the establishment of the District with the City Clerk of the City of Mobile, the provisions of this Ordinance shall be null and void and no District shall be created.

Adopted:

City Clerk

**PETITION TO THE CITY OF MOBILE
TO AMEND THE ORDINANCE RELATING TO THE MOBILE TOURISM IMPROVEMENT DISTRICT**

BUSINESS OWNER SIGNATURE PAGE

I have received and reviewed the description set forth below of the requested amendments to the Mobile Tourism Improvement District (MTID) Ordinance. As a lodging business owner within the MTID, I am in favor of amending the Ordinance. The proposed amendments are as follows:

- 1) To extend the term of the MTID – The amended Ordinance will provide for a term to run from May, 2025 through April 30, 2030. As required by State law the MTID's activities during the new term will be governed by a new District Plan.
- 2) To revise the assessment rate and methodology of determining the assessments – The assessment rate shall be set at one percent (1%) of gross short-term room rental revenue for the first five (5) months of the MTID term. Effective October 1, 2025, the assessment rate will automatically increase to one and one-half percent (1.5%) of gross short-term room rental revenue for the following one (1) year of the MTID term. Effective October 1, 2026, the assessment rate will increase to two percent (2%) of gross short-term room rental revenue for the final three (3) years and seven (7) months of the MTID term.
- 3) To provide for continuation of City services at an agreed level – As provided by State law, the City, the District Management Corporation and Visit Mobile (MCVC) shall enter into a contract requiring that the City continue the level of services in the MTID during the five years commencing with fiscal year 2024/2025 and defining the baseline level of service and the future level of support. The baseline level of funding provided by the City to Visit Mobile shall be 37.5% of the total lodging tax receipts collected in the previous fiscal year. The City shall not increase the City Lodging Tax Rate by more than 2 percentage points above the current 8% during the MTID's term. Prior to any increase above 8% during the MTID term, the City shall impose and collect a tax on short-term rentals.

I hereby petition the Mobile City Council to amend the MTID Ordinance as noted above.

Business Establishment & Address

Business Owner

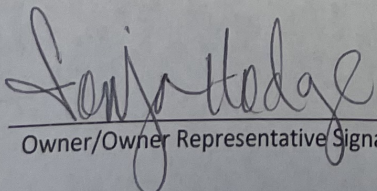
Hampton Inn & Suites I65
1028 West I65 Service Rd S
Mobile, AL 36532

Apple Hospitality REIT
814 East Main Street
Richmond, VA 23219

The undersigned is the business owner or the authorized representative of the business owner and is the person legally authorized and entitled to sign this petition.

SONJA Hodge
Owner /Owner Representative Name (printed)

General Manager
Title


Owner/Owner Representative Signature

2/17/25
Date

**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 Gina Gregory, Councilmember

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

SECTION ONE: It is hereby found and determined by the City Council of the City of Mobile, Alabama, that the real property located on Mordecai Lane, Mobile, AL 36605 commonly referred to as The Water Reservoir, 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.

SEE ATTACHED EXHIBIT ‘A’

SECTION TWO: The Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and in the name of and on behalf of the City of Mobile, the Purchase and Sale Agreement for the property shown above.

SECTION THREE: The Deputy Director of Real Estate and 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 FOUR: Said deed 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 FIVE: That certain Warranty Deed of the above-described property made by City of Mobile to Board of Water and Sewer Commissioners of the City of Mobile in 1953, recorded in Real Property Book 580 Page 129 of the records in the office of the Judge of Probate of Mobile County, Alabama. Said Warranty Deed included a reversionary interest stating that title was to automatically revert back to the City if the Property was not developed. The reversionary interest is to be released with the Quit Claim Deed in exchange for one half of the sales proceeds at closing.

SECTION SIX: The proceeds from this sale are to be placed n Real Estate Acquisitions and Development Account.

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

Adopted:

City Clerk

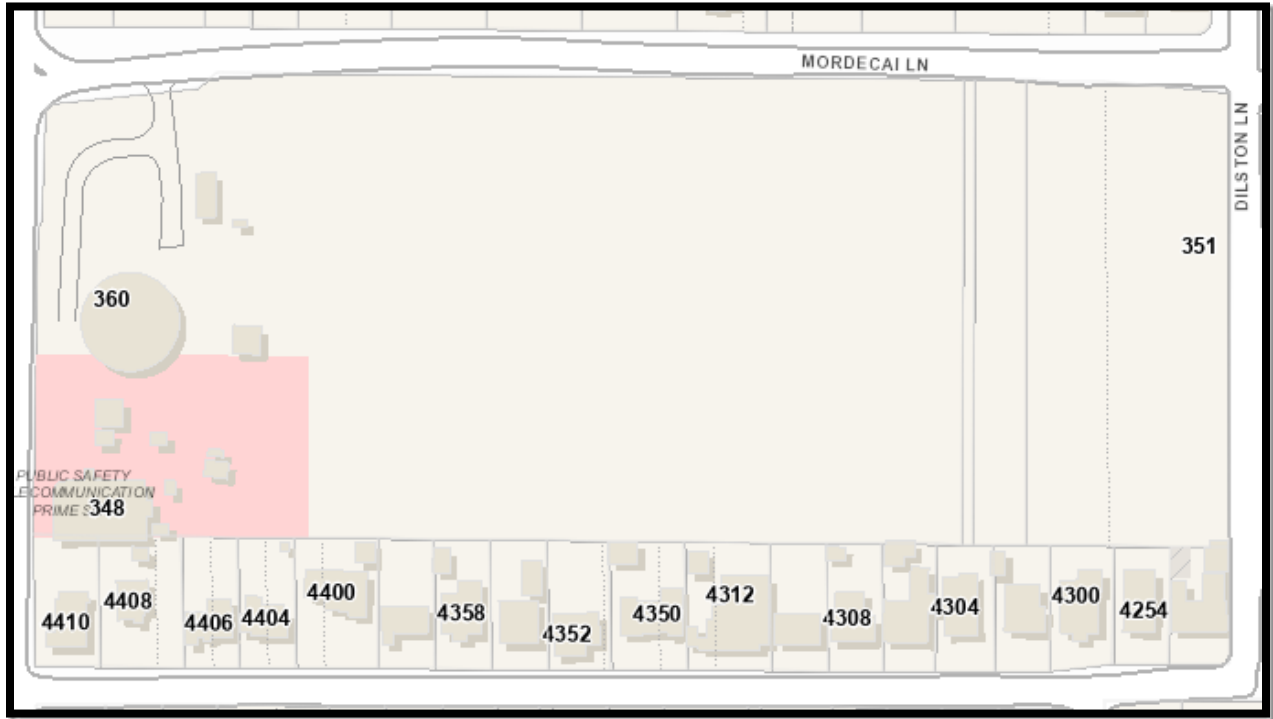
Exhibit A

Mordecai Lane, Mobile, AL 36605

KEY NO. - 1670105

PARCEL NO - 28 06 14 1 001 067

Legal Description: Lot 1, The Cedars, Block A and recorded in Real Property Book 580, Page 129
Probate Court Records Mobile, County, AL



ROUTING FORM: ORDINANCE FOR DISPOSITION OF CITY-OWNED REAL PROPERTY

- I. Property Address: Mordecai Lane – The Water Reservoir
City Council District and Zoning: District 7, Gina Gregory, Zoning R-1 (Residential)
Sale or Lease: Sale
- II. Buyer or Lessee: MAWSS
- III. Date of City Council Resolution Assenting to Sale or Lease: **Upon approval of Ordinance for Disposition**
- IV. Advertisements: N/A
- Dates: _____
 - Methods: City Website For Sale sign posted
 Listed with brokers Other (explain)
- V. Lease (if applicable) ----N/A----
- Term _____
 - Rent _____
 - Options to renew _____
- VI. Method of Sale:
- Sale by Realtor Request for Proposals
 Request for Bids Negotiation
 Exchange (explain, including Party, Property) _____
 Adjacent Property Owner / Sidelot
 Sale for Less than Fair Market Value: Public Purpose (see V below)
 X Other: _____
- 1. Declare City of Mobile Property Surplus and**
2. Convey Real Property to MAWSS
3. Seller to pay COM one half (1/2) of net proceeds
- VII. Fair Market Value: N/A
How Determined: MAI Appraisal; Date of Appraisal _____
 Appraisal ordered by: CITY or ☐ PURCHASER
 Tax Assessor
 Broker's Letter of Value
 Other; _____
- VIII. Sale/Lease for Public Purpose identified:
 Non-profit (name & purpose) _____
 Public Entity (name & purpose) _____
- VIV. Notice given to adjacent property owners: Yes No
If yes, date of notice: _____
- X. Competing offers: Yes; (Explain) _____

ROUTING FORM: RESOLUTION AUTHORIZING THE SALE OF REAL PROPERTY

- I. Property Address: Mordecai Lane – The Water Reservoir
City Council District and Zoning: District 7 , Councilmember: Gina Gregory
Sale or Lease: Sale
- II. Acquisitions by City:
- How: Deed Book 129 Page 290 from Bienville Water to City of Mobile
 - When 1953
 - Special Circumstances (if applicable): COM sold a reversionary portion of land to MAWSS
- III. Why Sale/Lease recommended: No longer needed for Public or Municipal Purposes

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
for Property located at 6254 Howells Ferry Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted January 14, 2025, a public hearing will be held on the 18th day of February, 2025, at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a previously approved Planning Approval for property located at 6254 Howells Ferry Road to allow a church in an R-1, Single-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 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 November 21, 2013 to allow a church in an R-1, Single-Family Residential Suburban District, on property located at 6254 Howells Ferry Road and described as follows:

LOT 1, REDEEMED COMMUNITY CHURCH SUBDIVISION, AS RECORDED IN MAP BOOK 132 PAGE 92, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA

WHEREAS, the owner of said property applied for a Major Modification of the Planning Approval on October 22, 2024, allowing a church in an R-1, Single-Family Residential Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on December 19, 2024 and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Revision of the site plan to provide the hours of operation for the after-school care and summer camp services, along with the maximum number of children and the number of employees;
2. Retention of the required tree planting and landscape area calculations on the final site plan;
3. Revision of the site plan to depict compliance with the off-street parking requirements for all uses of the site;
4. Retention of a note on the final site plan regarding the church's use of a private waste removal service;
5. Revision of a note on the final site plan stating the site shall continue to comply with the parking lot lighting requirements of Section 64-3-9.C. of Article 3 of the UDC;

6. Provision of a note on the final site plan stating future development or redevelopment of the property, or any changes to the scope of operations, including hours of operation, number of children, etc. may require approval by the Planning Commission and City Council;
7. Compliance with all Engineering comments noted in the staff report;
8. Compliance with all Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report;
10. Compliance with all Fire Department comments noted in the staff report;
11. Provision of revised Planning Approval site plan for review by Planning and Zoning prior to recording, and provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
12. 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. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration 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. Revision of the site plan to provide the hours of operation for the after-school care and summer camp services, along with the maximum number of children and the number of employees;
2. Retention of the required tree planting and landscape area calculations on the final site plan;
3. Revision of the site plan to depict compliance with the off-street parking requirements for all uses of the site;
4. Retention of a note on the final site plan regarding the church's use of a private waste removal service;
5. Revision of a note on the final site plan stating the site shall continue to comply with the parking lot lighting requirements of Section 64-3-9.C. of Article 3 of the UDC;
6. Provision of a note on the final site plan stating future development or redevelopment of the property, or any changes to the scope of operations, including hours of operation, number of children, etc. may require approval by the Planning Commission and City Council;
7. Compliance with all Engineering comments noted in the staff report;

8. Compliance with all Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report;
10. Compliance with all Fire Department comments noted in the staff report;
11. Provision of revised Planning Approval site plan for review by Planning and Zoning prior to recording, and provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
12. 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 synopsisized 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 18th day of February, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 22nd day of January, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **6254 Howells Ferry Road**. The proposed amendment will modify a Planning Approval that was approved for said location on November 21, 2013. The owner of said property has applied for a Major Modification of the Planning Approval allowing a church in an R-1, Single-Family Residential Suburban District. If approved, the major modification allowing a church in an R-1, Single-Family Residential Suburban District is subject to the following proposed conditions: 1. Revision of the site plan to provide the hours of operation for the after-school care and summer camp services, along with the maximum number of children and the number of employees; 2. Retention of the required tree planting and landscape area calculations on the final site plan; 3. Revision of the site plan to depict compliance with the off-street parking requirements for all uses of the site; 4. Retention of a note on the final site plan regarding the church's use of a private waste removal service; 5. Revision of a note on the final site plan stating the site shall continue to comply with the parking lot lighting requirements of Section 64-3-9.C. of Article 3 of the UDC; 6. Provision of a note on the final site plan stating future development or redevelopment of the property, or any changes to the scope of operations, including hours of operation, number of children, etc. may require approval by the Planning Commission and City Council; 7. Compliance with all Engineering comments noted in this staff report; 8. Compliance with all Traffic Engineering comments noted in this staff report; 9. Compliance with all Urban Forestry comments noted in this staff report; 10. Compliance with all Fire Department comments noted in this staff report; 11. Provision of revised Planning Approval site plan for review by Planning and Zoning prior to recording, and provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and, 12. 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 November 21, 2013 to allow a church in an R-1, Single-Family Residential Suburban District, on property located at 6254 Howells Ferry Road and described as follows:

LOT 1, REDEEMED COMMUNITY CHURCH SUBDIVISION, AS RECORDED IN MAP BOOK 132 PAGE 92, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA

WHEREAS, the owner of said property applied for a Major Modification of the Planning Approval on October 22, 2024, allowing a church in an R-1, Single-Family Residential Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on December 19, 2024 and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Revision of the site plan to provide the hours of operation for the after-school care and summer camp services, along with the maximum number of children and the number of employees;
2. Retention of the required tree planting and landscape area calculations on the final site plan;
3. Revision of the site plan to depict compliance with the off-street parking requirements for all uses of the site;
4. Retention of a note on the final site plan regarding the church's use of a private waste removal service;
5. Revision of a note on the final site plan stating the site shall continue to comply with the parking lot lighting requirements of Section 64-3-9.C. of Article 3 of the UDC;
6. Provision of a note on the final site plan stating future development or redevelopment of the property, or any changes to the scope of operations, including hours of operation, number of children, etc. may require approval by the Planning Commission and City Council;
7. Compliance with all Engineering comments noted in the staff report;
8. Compliance with all Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report;
10. Compliance with all Fire Department comments noted in the staff report;
11. Provision of revised Planning Approval site plan for review by Planning and Zoning prior to recording, and provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
12. 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. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration 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. Revision of the site plan to provide the hours of operation for the after-school care and summer camp services, along with the maximum number of children and the number of employees;
2. Retention of the required tree planting and landscape area calculations on the final site plan;
3. Revision of the site plan to depict compliance with the off-street parking requirements for all uses of the site;
4. Retention of a note on the final site plan regarding the church's use of a private waste removal service;
5. Revision of a note on the final site plan stating the site shall continue to comply with the parking lot lighting requirements of Section 64-3-9.C. of Article 3 of the UDC;
6. Provision of a note on the final site plan stating future development or redevelopment of the property, or any changes to the scope of operations, including hours of operation, number of children, etc. may require approval by the Planning Commission and City Council;
7. Compliance with all Engineering comments noted in the staff report;
8. Compliance with all Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report;
10. Compliance with all Fire Department comments noted in the staff report;
11. Provision of revised Planning Approval site plan for review by Planning and Zoning prior to recording, and provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
12. 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

Redeemed Community Church
(Kari Givens, Byrd Surveying, Inc., Agent)
6254 Howells Ferry Road
Council District 7
Gina Gregory



THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT
MOBILE CITY PLANNING COMMISSION

January 2, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on December 19, 2024, considered the request of Redeemed Community Church for a Major Modification of a previously approved Planning Approval allowing a church in an R-1, Single-Family Residential Suburban District for the property located at 6254 Howells Ferry Road.

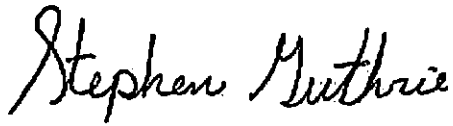
After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Revision of the site plan to provide the hours of operation for the after-school care and summer camp services, along with the maximum number of children and the number of employees;
2. Retention of the required tree planting and landscape area calculations on the final site plan;
3. Revision of the site plan to depict compliance with the off-street parking requirements for all uses of the site;
4. Retention of a note on the final site plan regarding the church's use of a private waste removal service;
5. Revision of a note on the final site plan stating the site shall continue to comply with the parking lot lighting requirements of Section 64-3-9.C. of Article 3 of the UDC;
6. Provision of a note on the final site plan stating future development or redevelopment of the property, or any changes to the scope of operations, including hours of operation, number of children, etc. may require approval by the Planning Commission and City Council;
7. Compliance with all Engineering comments noted in the staff report;
8. Compliance with all Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report;
10. Compliance with all Fire Department comments noted in the staff report;
11. Provision of revised Planning Approval site plan for review by Planning and Zoning prior to recording, and provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,

12. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

A handwritten signature in black ink that reads "Stephen Guthrie". The signature is written in a cursive style with a large, stylized 'S' and 'G'.

Stephen Guthrie
Deputy Director, Planning & Zoning Department

dla
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION
December 26, 2024
"CORRECTED"

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

Re: 6254 Howells Ferry Road
MOD-003124-2024
Redeemed Community Church (Kari Givens, Byrd Surveying, Inc., Agent)
District 7
Major Modification of a previously approved Planning Approval allowing a church in an R-1, Single-Family Residential Suburban District.

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

At its meeting on December 19, 2024, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following Findings of Fact to support modification of the previously approved Planning Approval:

- a. The request is consistent with all applicable requirements of this Chapter;
- b. The request is compatible with the character of the surrounding neighborhood;
- c. The request will not impede the orderly development and improvement of surrounding property;
- d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- 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.

As such, 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 site plan to provide the hours of operation for the after-school care and summer camp services, along with the maximum number of children and the number of employees;
2. Retention of the required tree planting and landscape area calculations on the final site plan;
3. Revision of the site plan to depict compliance with the off-street parking requirements for all uses of the site;
4. Retention of a note on the final site plan regarding the church's use of a private waste removal service;
5. Revision of a note on the final site plan stating the site shall continue to comply with the parking lot lighting requirements of Section 64-3-9.C. of Article 3 of the UDC;
6. Provision of a note on the final site plan stating future development or redevelopment of the property, or any changes to the scope of operations, including hours of operation, number of children, etc. may require approval by the Planning Commission and City Council;
7. Compliance with all Engineering comments noted in the staff report;
8. Compliance with all Traffic Engineering comments noted in the staff report;
9. Compliance with all Urban Forestry comments noted in the staff report;
10. Compliance with all Fire Department comments noted in the staff report;
11. Provision of revised Planning Approval site plan for review by Planning and Zoning prior to recording, and provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
12. Full compliance with all municipal codes and ordinances.

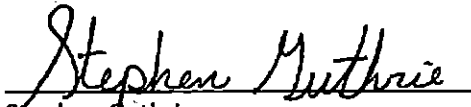
The advertising fee for this application based on the current legal description is **\$529.72**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning



MOD-003124-2024 6254 Howells Ferry Road
December 26, 2024

29 TREES PROVIDED

(R) S 007429 W 53



DESCRIPTION AND JUSTIFICATION FOR
REDEEMED COMMUNITY CHURCH

THE CHURCH IS PROPOSING AN AFTER-SCHOOL CARE AND SUMMER CAMP FOR CHILDREN AGES 4-12. THESE PROGRAMS WOULD BE OPEN FOR THEIR MEMBERS AND OTHERS WITH A MAXIMUM OF 44 CHILDREN. THE AFTER-SCHOOL CARE WOULD BE OPEN FROM 2:00 P.M. – 6:00 P.M., MONDAY – FRIDAY, WITH A STAFF OF SIX. THE SUMMER CAMP WOULD BE OPEN 7:00 A.M. – 6:00 P.M., MONDAY – FRIDAY, WITH A STAFF OF 8.



City of Mobile • Planning & Zoning
Owner's Letter of Authorization

I, DR. WILLIE PATTERSON, 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 6254 HOWELLS FERRY ROAD.

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

BYRD SURVEYING

Designee (1)

bvrd@byrdsurveying.biz

Email

251-476-5010

Phone Number

Willie L. Patterson

Signature of Property Owner

Willie Patterson

Designee (2)

willieleepatterson3@gmail.com

Email

Phone Number

251-408-2278

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Revised February 2022



City of Mobile · Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**

Checklist A

☐ **Planned Development**

Checklist C

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments**

Checklist B

☒ **Previously approved Planning Approvals or Planned Unit Development**

Checklist D

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

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

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

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

	Owner	Design Professional
Name:	DR. WILLIE PATTERSON	
Firm:	REDEEMED COMMUNITY CHURCH	
Phone:	251-408-2278	
Email:		
Address:	6254 HOWELLS FERRY ROAD, 36618	

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

6254 HOWELLS FERRY ROAD	274,428 SF / 6.3 AC
Property Address	Property Area (acres or square feet)
KEY #00450782	
Parcel Number(s) or Key Number(s)	
R-1	N/A
Present Zoning or Transect District	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.

Willie L. Patterson

10/17/24

Owner Signature

Date

Kari P. Given

10/16/24

Applicant or Agent Signature (if applicable)

Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION
I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Kari P. Given

10/16/24

Applicant or Agent Signature

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February, 2013

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 CHURCH WAS APPROVED FOR THIS LOCATION PRIOR TO THE ADOPTION OF THE COMPREHENSIVE PLAN, MAP FOR MOBILE. AFTER SCHOOL CARE IS A TYPICAL SERVICE OFFERED BY CHURCHES TO THEIR MEMBERS. THEY ARE PROPOSING A SUMMER CAMP WHEN CHILDREN ARE OUT OF SCHOOL.

LOW DENSITY RESIDENTIAL

Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
THE NOISE FROM THE OUTSIDE PLAYGROUND IS TYPICAL OF ANY GROUP OF CHILDREN IN A RESIDENTIAL NEIGHBORHOOD.
3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
THE PLAYGROUND IS LOCATED IN EXCESS OF 150 FEET FROM THE NEAREST DWELLING AND OTHER DWELLINGS ARE 300 FEET AWAY.

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 EXISTING STRUCTURES ARE 14 FEET AND 16 FEET TALL.

- ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

THERE IS NATURAL VEGETATION ON ALL SIDES OF THE CHURCH AND PLAYGROUND. TREES ON THE WEST SIDE AND TREES AND UNDERBRUSH ON NORTH AND EAST SIDE.

- ☐ Lighting:

NO ADDITIONAL LIGHTING IS NECESSARY.

- ☐ Hours of operation:

AFTER SCHOOL 2 P.M. - 6 P.M., MONDAY - FRIDAY. SUMMER CAMP 7 A.M. - 6 P.M., MONDAY - FRIDAY.

- ☐ Other conditions that are unique to the use of the property:

N/A

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.

NOISE FROM PLAYGROUND IS TYPICAL NEIGHBORHOOD NOISE WHEN CHILDREN PLAY TOGETHER.

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.

WITH THE HIGH COST OF LIVING, BOTH PARENTS NEED TO WORK TO PROVIDE FOR THEIR FAMILY. AS SUCH, A SAFE AND RELIABLE AFTER SCHOOL CARE AND SUMMER CAMP IS NEEDED.

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

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Revised February 2023

Byrd Surveying

2609 Halls Mill Road
Mobile, AL 36606

Redeemed Community Church

6254 Howells Ferry Road
Mobile, AL 36618

Leisah Molyneau
6250 Howells Ferry Road
Mobile, AL 36618

Samuel & Tante King, Jr.
6246 Howells Ferry Road
Mobile, AL 36618

Kellden & Jasmine Williams
1801 Grider Road
Mobile, AL 36618

James & Roslyn Robinson
1817 Grider Road
Mobile, AL 36618

Anthony E. Welborn
1825 Grider Road
Mobile, AL 36618

Harold & Yvette Smith
312 Burton Avenue
Mobile, AL 36607

Robert Turner & Theresa Gibson
1901 Grider Road
Mobile, AL 36618

Robert & Rosie Turner
1901 Grider Road
Mobile, AL 36618

Larry S. Dodson
1909 Grider Road
Mobile, AL 36618

Winston & Debra Gaillard
1917 Grider Road
Mobile, AL 36618

Volunteers of America of Alabama, Inc.
1204 Hillcrest Road
Mobile, AL 36695

Marlo & Tiffany Palmer
6205 Summer Place Dr. N.
Mobile, AL 36608

Eunice L. Boykin
6209 Summer Place Dr. N.
Mobile, AL 36618

Gladys A. Matchett
6213 Summer Place Dr. N.
Mobile, AL 36618

Tameka Hamilton
6217 Summer Place Dr. N.
Mobile, AL 36618

Karen W. Seltzer
4838 Jarrett Road
Mobile, AL 36613

James A. Jones
6225 Summer Place Dr. N.
Mobile, AL 36618

Tarisa Anderson & Henry Williams, Jr.
6229 Summer Place Dr.
Mobile, AL 36609

Nellie G. Slone
6233 Summer Place Dr. N.
Mobile, AL 36618

Karen P. Toomey
6237 Summer Place Dr. N.
Mobile, AL 36618

Curtis & La Seandra Johnson
1884 Summer Place Dr. E.
Mobile, AL 36618

Olivia & Robert Hawthorne
6200 Summer Place Dr. N.
Mobile, AL 36618

Betty J. Ranzy
6204 Summer Place Dr. N.
Mobile, AL 36618

Timeka Holloway
6208 Summer Place Dr. N.
Mobile, AL 36618

Patricia Suggs
6212 Summer Place Dr. N.
Mobile, AL 36618

Marvin & Chiquita Walker
6216 Summer Place Dr. N.
Mobile, AL 36618

Clarence & Janice Dixon
6220 Summer Place Dr. N.
Mobile, AL 36618

Board of Water & Sewer
City of Mobile
P. O. Box 180249
Mobile, AL 36618

Mitchell Homes
6301 N. Summer Place Dr.
Mobile, AL 36618

Nadine I. Carey
6228 Summer Place Dr. N.
Mobile, AL 36618

Samuel Green, Jr. & Virginia Felton
6232 Summer Place Dr. N.
Mobile, AL 36618

Franklin S. McMillion
6236 Summer Place Dr. N.
Mobile, AL 36618

Marvin & Janella Rankin
6240 Summer Place Dr. N.
Mobile, AL 36618

Latrece James
1765 Donham Drive
Mobile, AL 36618

Habonimana Pacal &
Ndayikengurukiye Nowadia
1761 Donham Drive
Mobile, AL 36618

Eric & Marian Ward
1757 Donham Drive
Mobile, AL 36618

Emma Westry
1753 Donham Drive
Mobile, AL 36618

R & G Properties, Inc.
1725 Northview Drive
Mobile, AL 36618

Brandi Ezell
2607 S. Greenbrier Dr.
Mobile, AL 36605

James E. Howard
1093 County Road 264
Jones, AL 36749

Princetta D. Craig
6251 Howells Ferry Road
Mobile, AL 36618

Philip A. Calascione
1728 Tew Drive
Mobile, AL 36618

Kristin D. Carroll
6259 Howells Ferry Road
Mobile, AL 36618

Lashawn Draine
6263 Howells Ferry Road
Mobile, AL 36618

John L. Barnette
6267 Howells Ferry Road
Mobile, AL 36618

Howard Sutherland
c/o Michael Sutherland
169 Wildwood Way
Somerville, AL 35670

Elizabeth C. Smith
6258 Howells Ferry Road
Mobile, AL 36618

Melvin Harris & Linda Lewis
1880 Summer Place Dr. E.
Mobile, AL 36618

Latanja S. Mapson
1876 Summer Place Dr. E.
Mobile, AL 36618

Cascade Funding Mortgage Trust HB1
1661 Worthington Road
West Palm Beach, FL 33409

Veola Smith
1868 Summer Place Dr. E.
Mobile, AL 36618

Christian Randle
1864 Summer Place Dr. E.
Mobile, AL 36618

Clara E. Shepard
1860 Summer Place Dr. E.
Mobile, AL 36618

Leonard Jackson & Latrina Sargent
1856 E. Summer Place Dr.
Mobile, AL 36618

Sandra D. Allen
1852 Summer Place Dr. E.
Mobile, AL 36618

Marcus & Corina Powe
1848 Summer Place Dr. E.
Mobile, AL 36618

Futures Investments, LLC
P. O. Box 851177
Mobile, AL 36685

Barbara M. Huff
1840 E. Summer Place Dr.
Mobile, AL 36618

Anita D. Miller for
Lasondra J. Horton
1836 Summer Place Dr. E.
Mobile, AL 36618

Beverly K. Burden
1832 Summer Place Dr. E.
Mobile, AL 36618

Ann N. Wallace
1828 Summer Place Dr. E.
Mobile, AL 36618

Tracey M. Turner
1824 Summer Place Dr. E.
Mobile, AL 36618

Jeffery Lyles & Tanya George
1820 Summer Place Dr. E.
Mobile, AL 36618

Joe & Janice Banks
1657 Longmont Drive
Lawrenceville, GA 30044

Bryan G. Pritchett
1812 Summer Place Dr. E.
Mobile, AL 36618

Gathan & Isabell White
1808 Summer Place Dr. E.
Mobile, AL 36618

Charmayne Watson
813 Deerfield Drive
Mobile, AL 36608

New South Federal Savings Bank
c/o Cenlar FSB
425 Phillips Boulevard
Ewing, NJ 08618

Stephen & Jamacia Malone
6305 Summer Place Dr. N.
Mobile, AL 36618

Peter D. Foster
6301 Summer Place Dr. N.
Mobile, AL 36618

John E. Tricksey
1881 Summer Place Dr. E.
Mobile, AL 36618

Winfred & Denise Eaton
1877 Summer Place Dr. E.
Mobile, AL 36618

Nathan D. Humphrey
1873 Summer Place Dr. E.
Mobile, AL 36618

Ada L. Rogers
1869 Summer Place Dr. E.
Mobile, AL 36618

Barbara Ann Harrison
1865 Summer Place Dr. E.
Mobile, AL 36618

Aaron Bohannon & Sascha Edwards
1861 Summer Place Dr. E.
Mobile, AL 36618

Norman & Karen Pugh
18745 Seabiscuit Run
Yorba Linda, CA 92886

Gloria J. Spears
1853 Summer Place Dr. E.
Mobile, AL 36618

Faith Coleman
1849 Summer Place Dr. E.
Mobile, AL 36618

Salida Noyd
1845 Summer Place Dr. E.
Mobile, AL 36618

Tonyla Malone
1841 Summer Place Dr. E.
Mobile, AL 36618

Abigail Gerding
315 Poteat Drive
Morganton, NC 28655

Amy P. Bailey
1833 Summer Place Dr. E.
Mobile, AL 36618

Anisha Hood
1829 Summer Place Dr. E.
Mobile, AL 36618

Derrick B. Foster
1825 Summer Place Dr. E.
Mobile, AL 36618

Carmen E. West
1821 Summer Place Dr. E.
Mobile, AL 36618

Bruse Unger
2724 Driftwood Loop W.
Semmes, AL 36575



Agenda Item # 8

MOD-003124-2024

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

[Applicant Materials for Consideration](#)

DETAILS

Location:

6254 Howells Ferry Road

Applicant / Agent:

Redeemed Community Church (Kari Givens, Byrd
Surveying, Inc., Agent)

Property Owner:

Redeemed Community Church

Current Zoning:

R-1, Single-Family Residential Suburban District

Future Land Use:

Low Density Residential

Applicable Codes, Policies, and Plans:

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

Schedule for Development:

- Within one (1) year of approval

Proposal:

- Modification of a previously approved Planning Approval

Considerations:

1. Modification of a previously approved Planning Approval with twelve (12) conditions.

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PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units.

APPLICATION NUMBER	8	DATE	December 19, 2024
APPLICANT	Redeemed Community Church (Kari Givens, Byrd Surveying, Inc., Agent)		
REQUEST	Planning Approval Modification		
N NTS			

SITE HISTORY

The site was originally part of Lot 35 of the Highland Garden and Orchard Subdivision, the plat for which was recorded in Mobile County Probate Court in July 1911. Subdivision of Lot 35 into two (2) lots, Lot A and Lot B, was approved by the Planning Commission in January 1968, and the plat was recorded in February 1968. Both lots were developed with single-family dwellings.

Between 1968 and 2013 development of the property resulted in the shifting of lot lines without approval from the Planning Commission, such that the design of the subject site was no longer compatible with the recorded subdivision plat. As such, redevelopment of the property in 2013 required full compliance with the Subdivision Regulations resulting in the approval of a one (1)-lot subdivision, Redeemed Community Church Subdivision, in November 2013. Following a one (1)-year extension of that approval, the plat was recorded in Probate Court in October 2015.

In addition to Subdivision approval in November 2013, the Planning Commission approved a Planned Unit Development (PUD) to allow redevelopment of the site with multiple buildings, and a Planning Approval to allow use of the site as a religious facility in an R-1 zoning district.

In January 2014 the Board of Zoning Adjustment approved Surfacing and Tree Planting Variances to allow a portion of the vehicle access and maneuvering areas of the site to be surfaced with aggregate material, and to reduce the amount of required tree plantings.

In May 2015, the Planning Commission approved a Sidewalk Waiver waiving construction of a sidewalk along Howells Ferry Road.

The site has since been developed in compliance with the approved Variance, Planning Approval, and PUD cases.

STAFF COMMENTS

Engineering Comments:

ADD THE FOLLOWING NOTES TO THE 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:

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 applicant is proposing to expand use of the site to include after-school care and summer camp services. Other than the construction of a new playground area, no other changes to the site are proposed. A Minor Modification request to modify the PUD to accommodate the provision of the playground was filed with the Planning and Zoning Department and has been approved. A detailed description of the request is available via the link on Page 1 of this report.

The church proposes after-school care and summer camp services for children ages 4 to 12, for a maximum of 44 children. After-school care will be provided by six (6) staff members Monday through Friday, from 2:00 p.m. until 6:00 p.m. Summer camp services will be provided by eight (8) staff members Monday through Friday, from 7:00 a.m. until 6:00 p.m. This information should be provided on the final site plan, if approved.

The site plan depicts two (2) existing buildings, a swimming pool, two (2) utility buildings, a 37-space parking lot surfaced with asphalt, and a proposed playground. Existing trees are also identified on the site plan, including the tree plantings required by previous approvals of the development and use of the property, along with a table of tree planting and landscape area requirements. This information should be retained on the final site plan, if approved.

A table on the site plan indicates 38 parking spaces are required based upon the number of congregants (one (1) space per four (4) seats), but this calculation was required under the previous Zoning Ordinance. As mentioned, there are 37 parking spaces illustrated. Under current regulations, the parking requirements for a church are one (1) space per 150 square feet of group seating area, plus one (1) space per 500 square feet of all other areas. Parking is also required for the proposed after-school care and summer camp services: two (2) parking spaces are required per after-school teaching station or classroom, whichever is greater; and one (1) parking space is required per four summer camp (4) beds (if any). If no beds are provided, as indicated in the applicant's narrative, then it seems reasonable to apply the after-school care parking calculations to the summer camp. This information was not provided; therefore, staff cannot determine if the site continues to meet the parking requirements of the Unified Development Code (UDC). If approved, revision of the site plan to depict compliance with the off-street parking requirements for all uses of the site should be required.

No dumpster is illustrated on the site plan, but a note on the plan states garbage is placed in cans that are privately serviced. This information should be retained on the final site plan, if approved.

Another note on the site plan states the site will comply with the parking lot lighting requirements of Sections 64-6.A.3.C. and 64.6.A.8. of the Zoning Ordinance, including the provision of a photometric plan. If approved, the note should be revised to state the site shall continue to comply with the parking lot lighting requirements of Section 64-3-9.C. of Article 3 of the UDC.

Other churches have been allowed in R-1 districts along Howells Ferry Road via Planning Approval and, given the fact that the building site is densely wooded and may serve as a natural buffer between the church and residential properties, approval of the additional scope of operations may be appropriate.

It should be noted that future development or redevelopment of the site, or any changes to the scope of operations, including hours of operation, number of children, etc. may require additional modifications of the Planning Approval and PUD 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.

PLANNING APPROVAL 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

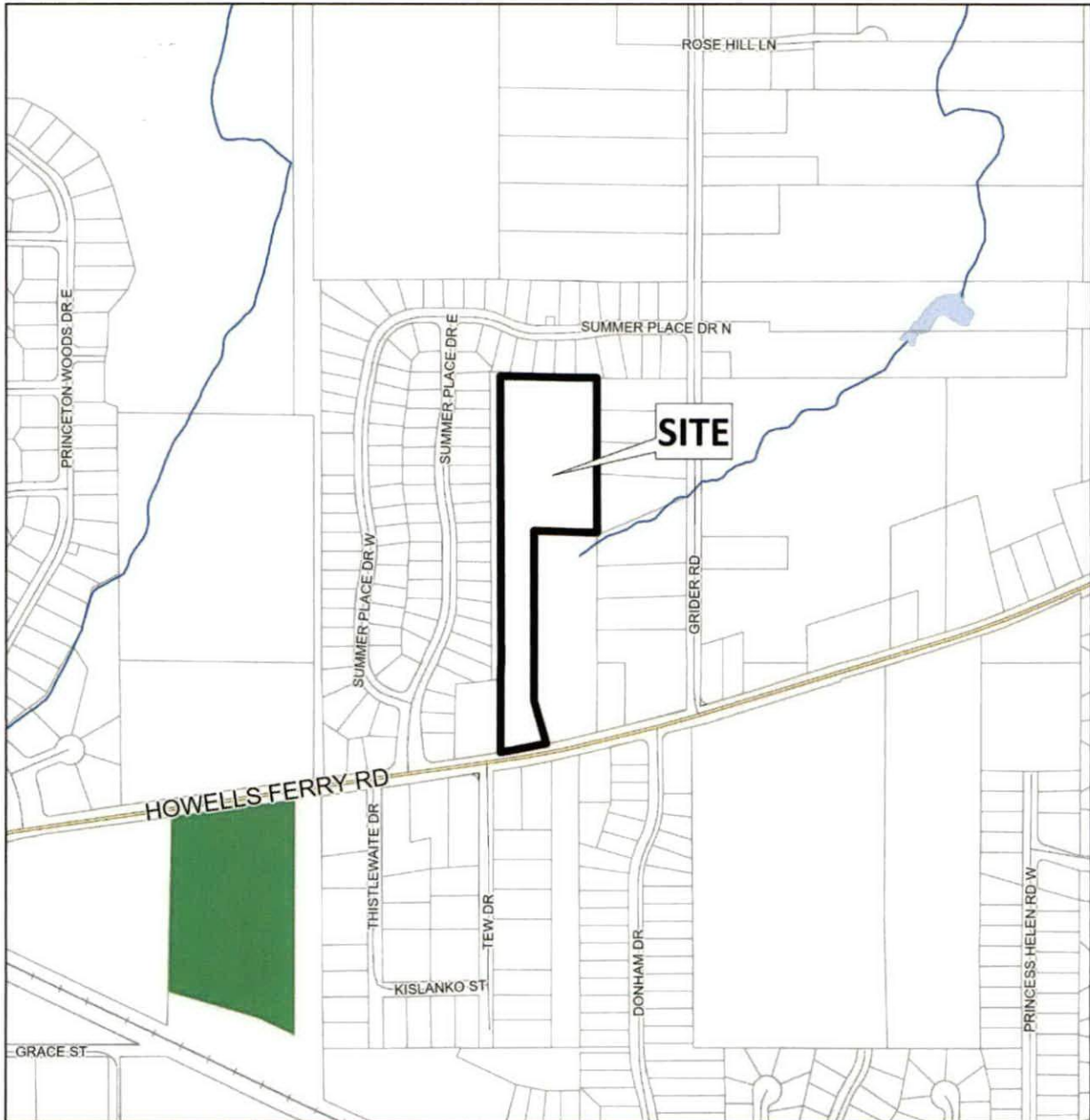
- b. Includes adequate public facilities and utilities;
- 5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- 6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or 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.

Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planning Approval, the following conditions could apply:

- 1. Revision of the site plan to provide the hours of operation for the after-school care and summer camp services, along with the maximum number of children and the number of employees;
- 2. Retention of the required tree planting and landscape area calculations on the final site plan;
- 3. Revision of the site plan to depict compliance with the off-street parking requirements for all uses of the site;
- 4. Retention of a note on the final site plan regarding the church's use of a private waste removal service;
- 5. Revision of a note on the final site plan stating the site shall continue to comply with the parking lot lighting requirements of Section 64-3-9.C. of Article 3 of the UDC;
- 6. Provision of a note on the final site plan stating future development or redevelopment of the property, or any changes to the scope of operations, including hours of operation, number of children, etc. may require approval by the Planning Commission and City Council;
- 7. Compliance with all Engineering comments noted in this staff report;
- 8. Compliance with all Traffic Engineering comments noted in this staff report;
- 9. Compliance with all Urban Forestry comments noted in this staff report;
- 10. Compliance with all Fire Department comments noted in this staff report;
- 11. Provision of revised Planning Approval site plan for review by Planning and Zoning prior to recording, and provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
- 12. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



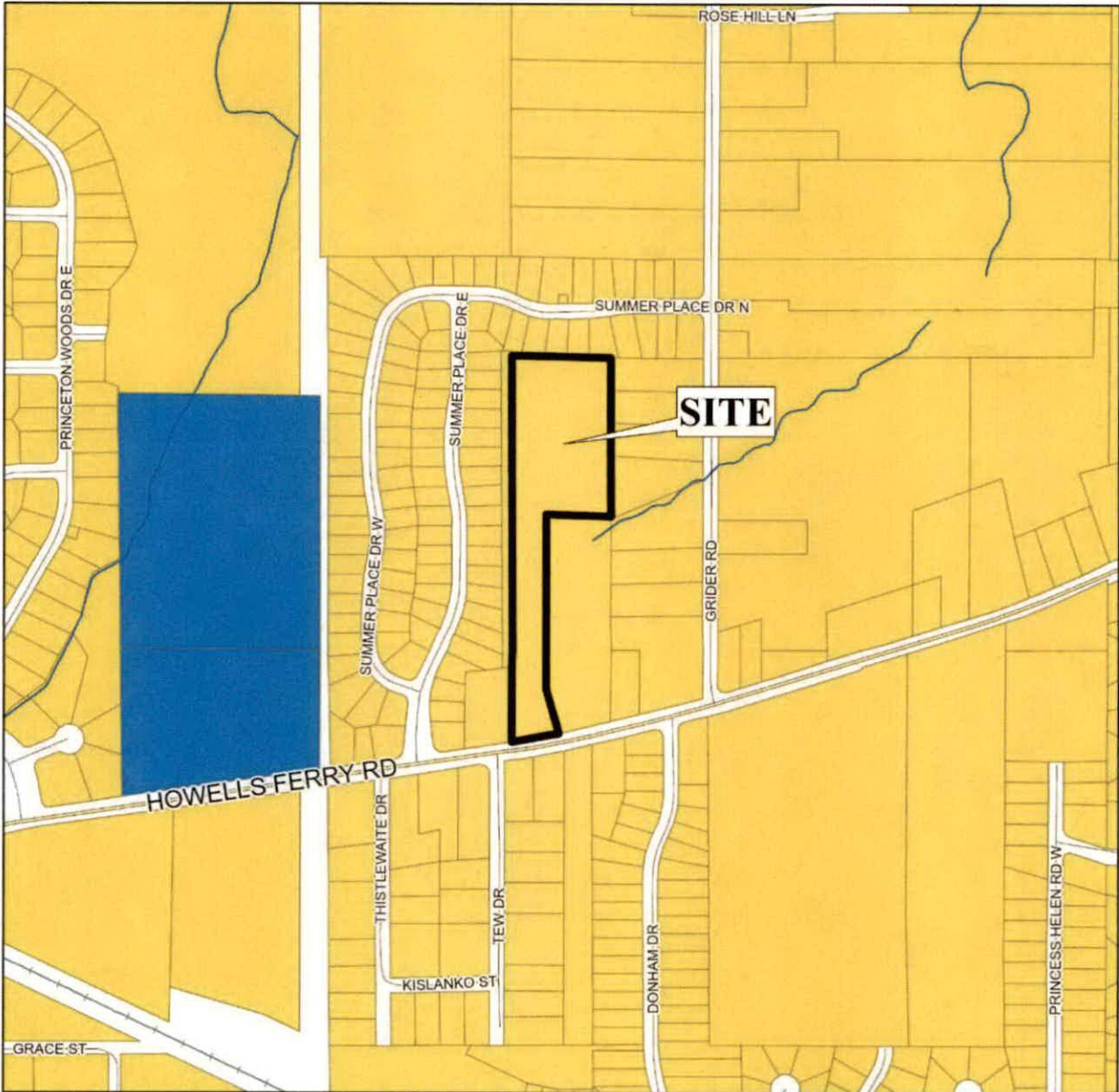
APPLICATION NUMBER 8 DATE December 19, 2024

APPLICANT Redeemed Community Church (Kari Givens, Byrd Surveying, Inc., Agent)

REQUEST Planning Approval Modification



FLUM LOCATOR MAP



APPLICATION NUMBER 8 DATE December 19, 2024

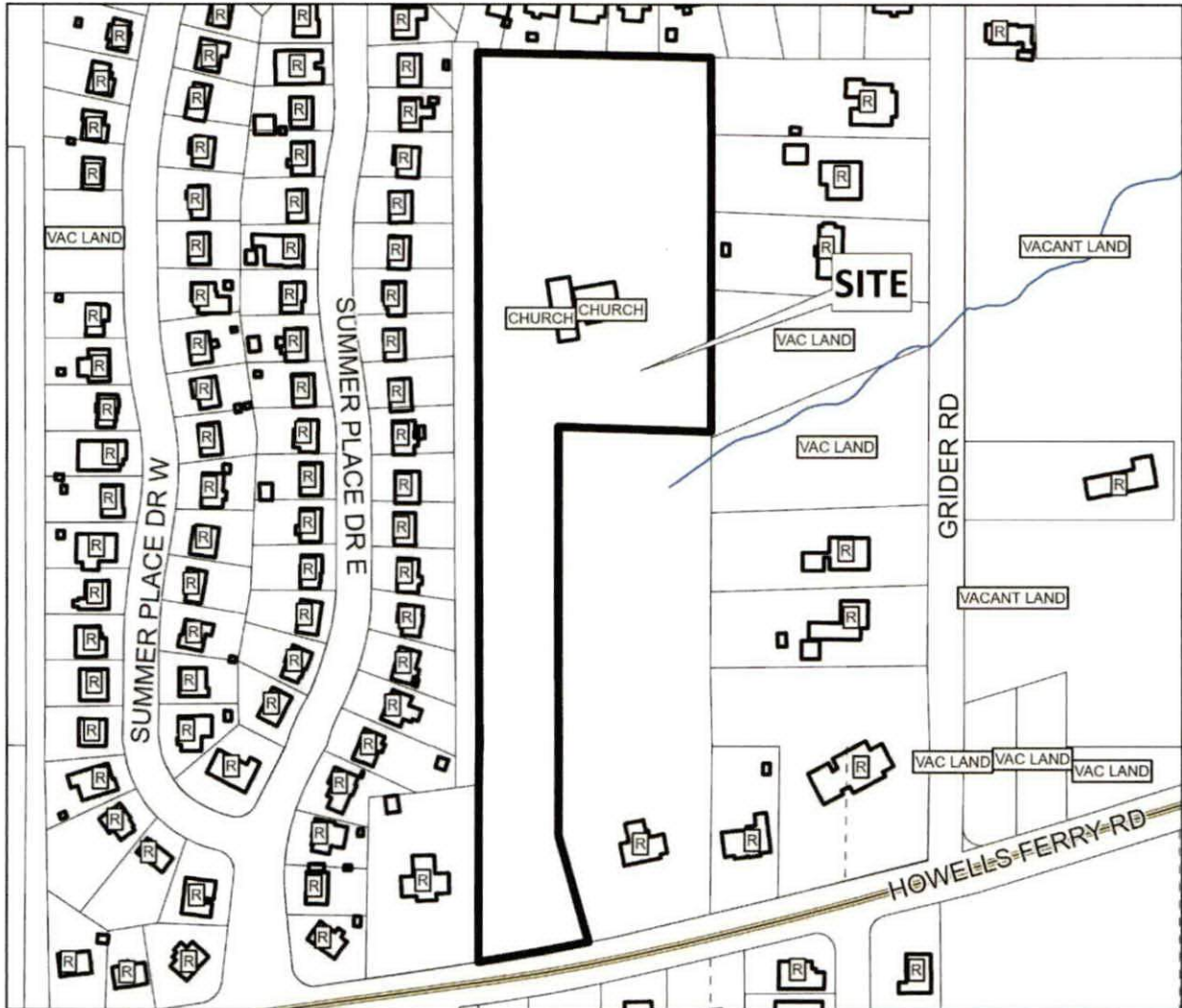
APPLICANT Redeemed Community Church (Kari Givens, Byrd Surveying, Inc., Agent)

REQUEST Planning Approval 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 | |



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units.

APPLICATION NUMBER 8 DATE December 19, 2024

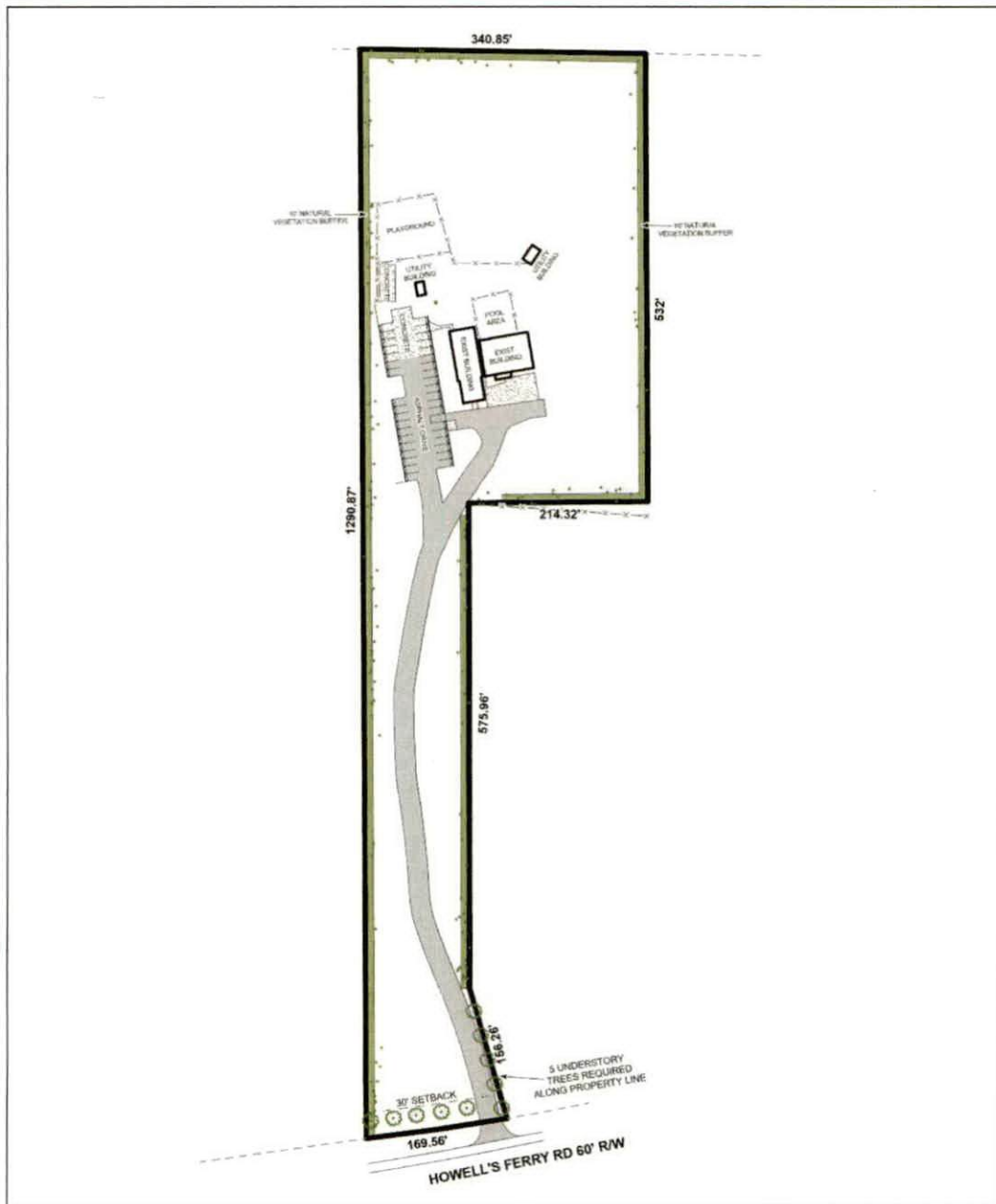
APPLICANT Redeemed Community Church (Kari Givens, Byrd Surveying, Inc., Agent)

REQUEST Planning Approval 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	



SITE PLAN



The site plan illustrates the existing building, proposed drive work, trees, and setback.

APPLICATION NUMBER	8	DATE	December 19, 2024
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ZONING DISTRICT CORRESPONDENCE MATRIX																
RESIDENTIAL - AG	R-A		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)
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)

Residential Land Use

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.

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
for Property located at 6208 Grotto Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted January 14, 2025, a public hearing will be held on the 18th day of February, 2025, at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a previously approved Planning Approval for property located at 6208 Grotto Road.

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**

Sponsored by: Councilmember Gina Gregory

WHEREAS, a Planning Approval was approved on June 4, 2015 to allow the expansion of an existing college in an R-1, Single-Family Residential Suburban District, on property located at 6208 Grotto Road (Private Street) and described as follows:

COMMENCING AT THE S.E. CORNER OF SECTION 37, T4S-R2W, MOBILE COUNTY ALABAMA; THENCE ALONG THE EAST LINE OF SAID SECTION 37, RUN N 00°45'40"W 1869.12 FEET TO A POINT; THENCE RUN S 89°22'19"W 621.46 FEET TO A POINT; SAID POINT BEING AT THE SOUTHWEST CORNER OF INTERSTATE HIGHWAY NO. 65 AND SOUTH AVENUE; THENCE CONTINUING S 89°22'19"W RUN ALONG THE SOUTH RIGHT OF WAY LINE OF SAID SOUTH AVENUE A DISTANCE OF 610.82 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 10°10'W 535.54 FEET TO A POINT; SAID POINT BEING ON A WESTWARD PROJECTION OF THE SOUTH BOUNDARY LINE OF SPRING HILL BUSINESS PARK, AS RECORDED IN MAP BOOK 56, PAGE 70 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE COURT OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID WESTWARD PROJECTION AND ALONG SAID SOUTH BOUNDARY LINE OF SPRING HILL BUSINESS PARK, RUN S 79°50'E 600.0 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65, RUN S 10°10'W 519.88 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65, RUN N 79°50'W 44.0 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHWESTWARDLY AND HAVING A RADIUS OF 7351.73 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65, RUN SOUTHWESTWARDLY ALONG SAID

ARC OF CURVE A DISTANCE OF 264.0 FEET TO THE NORTHEAST CORNER OF COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO AS RECORDED IN MAP BOOK 20, PAGE 61 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RUN N 76°49'W 552.21 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY LINE OF COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RUN N 79°50'W 430.0 FEET TO THE NORTHWEST CORNER OF SAID COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO; THENCE ALONG THE WEST BOUNDARY LINE OF SAID COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RUN AS FOLLOWS: S 10°05'30"W 743.01 FEET, S 64°40'30"W 680.22 FEET, S 24°39'W 27.25 FEET TO A POINT ON THE NORTH TERMINUS OF MONTLIMAR DRAINAGE CANAL; THENCE ALONG SAID NORTH TERMINUS, RUN N 65°21'W 85.0 FEET TO A POINT ON THE WEST RIGHT OF RIGHT OF WAY LINE OF SAID MONTLIMAR DRAINAGE CANAL; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN S 24°39'W 493.80 FEET TO THE P.C. OF A CURVE TO THE LEFT; SAID CURVE HAVING A CENTRAL ANGLE OF 25°00' AND A RADIUS OF 1960.10 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 855.25 FEET TO THE P.T. OF SAID CURVE; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN S 89°39'W 10.0 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN S 00°21'E 220 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF DAUPHIN STREET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF DAUPHIN STREET, RUN WESTWARDLY 1815 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF YESTER OAKS, SECTION NINE AS RECORDED IN MAP BOOK 59, PAGE 64 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE EAST BOUNDARY LINE OF SAID YESTER OAKS, SECTION NINE, RUN N 01°02'30"W 370.0 FEET TO THE NORTHEAST CORNER OF SAID YESTER OAKS, SECTION NINE; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION NINE, RUN N 80°01'20"W 107.34 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION NINE, RUN N 80°01'20"W 107.34 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY LINE OF YESTER OAKS, SECTION NINE, RUN N 88°10'45"W 290.0 FEET TO THE NORTHWEST CORNER OF SAID YESTER OAKS, SECTION NINE; SAID POINT ALSO BEING THE NORTHEAST CORNER OF YESTER OAKS, SECTION FIVE AS RECORDED IN MAP BOOK 17, PAGE 116 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION FIVE, RUN AS FOLLOWS: N 83°55'W 291.76 FEET, N 41°46'W 39.70 FEET, S 87°51'W 180.0 FEET, S 59°36'30"W 158.35 FEET, S 85°47'00"W 180.40 FEET TO A POINT ON THE EAST BOUNDARY LINE OF YESTER OAKS, SECTION FOUR AS RECORDED IN MAP BOOK 17, PAGE 115 OF SAID PROBATE COURT RECORDS; THENCE ALONG SAID EAST BOUNDARY LINE OF YESTER OAKS, SECTION FOUR, RUN N 00°05'45"E 220.0 FEET ON THE NORTHEAST CORNER OF SAID YESTER OAKS, SECTION FOUR; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION FOUR, RUN S 88°57'30"W 150.0 FEET TO A POINT; THENCE RUN N 00°05'45"E 49.75 FEET TO A POINT ON THE EAST BOUNDARY LINE OF SECTION ONE, YESTER OAKS AS RECORDED IN MAP BOOK 9, PAGE 14 OF SAID PROBATE COURT RECORDS; THENCE ALONG SAID EAST

BOUNDARY LINE OF SECTION ONE, YESTER OAKS, RUN AS FOLLOWS: N 54°14'40"E 334.01 FEET, N 18°49'40"E 581.56 FEET, N 11°57'42"E 464.43 FEET, N 01°32'18"W 439.09 FEET, N 38°20'11"W 311.20 FEET, N 46°25'06"W 101.34 FEET, N 38°51'41" 282.85 FEET, N 18°44'44"W 41.40 FEET TO THE NORTHEAST CORNER OF SAID SECTION ONE, YESTER OAKS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION ONE, YESTER OAKS, RUN N 81°08'14"W 14.22 FEET TO A POINT; SAID POINT BEING THE SOUTHEAST CORNER OF RESUBDIVIDED AND AMENDED PERRY PLACE AS RECORDED IN MAP BOOK 85, PAGE 55 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE EAST BOUNDARY LINE OF SAID RESUBDIVIDED AND AMENDED PERRY PLACE AND A NORTHWARD PROJECTION THEREOF, RUN N 01°13'22"W 550.97 FEET TO A POINT; THENCE RUN S 89°45'22" E 92.30 FEET TO A POINT; THENCE RUN N 00°14'30" E 562.12 FEET TO A POINT; THENCE RUN N 89°53'17" W 96.54 FEET TO A POINT; THENCE RUN N 00°06'43" E 284.53 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN N 66°32'30"E 176.64 FEET TO THE NORTHWEST CORNER OF A.N.B. SUBDIVISION AS RECORDED IN MAP BOOK 35, PAGE 50 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE WEST BOUNDARY LINE OF SAID A.N.B. SUBDIVISION, RUN S 20°33'E 183.03 FEET TO THE SOUTHWEST CORNER OF SAID A.N.B. SUBDIVISION; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID A.N.B. SUBDIVISION, RUN N 66°32'30"E 166.94 FEET TO THE SOUTHEAST CORNER OF SAID A.N.B. SUBDIVISION; THENCE ALONG THE EAST BOUNDARY LINE OF SAID A.N.B. SUBDIVISION, RN N 08°12'E 214.74 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN N 66°32'30"E 422.72 FEET OF THE P.C. OF A CURVE TO THE RIGHT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE TO A POINT WHICH BEARS N 71°50'E 148.46 FEET FROM THE LAST DESCRIBED POINT; THENCE RUN S 00°01'43" E 442.52 FEET TO A POINT; THENCE RUN N 88°55'44" E 950.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF COLLEGE LANE; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF COLLEGE LANE RUN S 00°21'15" E 492.23 FEET; THENCE RUN N 89°38'45" E 40.0 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF COLLEGE LANE; THENCE ALONG SAID EAST RIGHT OF WAY LINE RUN N 00°02'15" W 492.93 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF LOYOLA LANE RUN N 89°20'45" E 476.78 FEET; THENCE RUN S 00°21'15" E 503.97 FEET TO A POINT; THENCE RUN N 89°22'19" E 2586.42 FEET TO THE POINT OF BEGINNING. CONTAINING 353 ACRES, MORE OR LESS.

ALSO: LOTS 19, 20, 21, 22 & 23, COLLEGE PARK NORTHWESTERN QUADRANGLE, UNIT TWO ACCORDING TO PLAT RECORDED IN MAP BOOK 20, PAGE 61 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, ALSO LOT 24 A, COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RESUBDIVISION OF LOTS 24 AND 27 AS PER PLAT RECORDED IN MAP BOOK 69, PAGE 44 OF SAID PROBATE COURT RECORDS, CONTAINING 11.0191 ACRES.

WHEREAS, the owner of said property applied for a Major Modification of the Planning Approval on November 19, 2024, allowing the expansion of an existing college in an R-1, Single-Family Residential Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on December 19, 2024 and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Provision of a note on the Planning Approval site plan stating the site will maintain compliance with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
2. Revision of the site plan to indicate a compliant enclosure for the dumpster;
3. 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;
4. Compliance with all Engineering comments noted in the staff report;
5. Compliance with all Traffic Engineering comments noted in the staff report;
6. Compliance with all Urban Forestry comments noted in the staff report;
7. Compliance with all Fire Department comments noted in the staff report;
8. Provision of a revised Planning Approval site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
9. 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. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration 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. Provision of a note on the Planning Approval site plan stating the site will maintain compliance with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
2. Revision of the site plan to indicate a compliant enclosure for the dumpster;
3. 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;
4. Compliance with all Engineering comments noted in the staff report;

5. Compliance with all Traffic Engineering comments noted in the staff report;
6. Compliance with all Urban Forestry comments noted in the staff report;
7. Compliance with all Fire Department comments noted in the staff report;
8. Provision of a revised Planning Approval site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
9. 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 synopsisized 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 18th day of February, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 22nd day of January, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 6208 Grotto Road (Private Street). The proposed amendment will modify a Planning Approval that was approved for said location on June 4, 2015. The owner of said property has applied for a Major Modification of the Planning Approval allowing the expansion of an existing college in an R-1, Single-Family Residential Suburban District. If approved, the major modification allowing the expansion of an existing college in an R-1, Single-Family Residential Suburban District is subject to the following proposed conditions: 1. Provision of a note on the Planning Approval site plan stating the site will maintain compliance with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC; 2. Revision of the site plan to indicate a compliant enclosure for the dumpster; 3. 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; 4. Compliance with all Engineering comments noted in the staff report; 5. Compliance with all Traffic Engineering comments noted in the staff report; 6. Compliance with all Urban Forestry comments noted in the staff report; 7. Compliance with all Fire Department comments noted in the staff report; 8. Provision of a revised Planning Approval site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and, 9. 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

Sponsored by: Councilmember Gina Gregory

WHEREAS, a Planning Approval was approved on June 4, 2015 to allow the expansion of an existing college in an R-1, Single-Family Residential Suburban District, on property located at 6208 Grotto Road (Private Street) and described as follows:

COMMENCING AT THE S.E. CORNER OF SECTION 37, T4S-R2W, MOBILE COUNTY ALABAMA; THENCE ALONG THE EAST LINE OF SAID SECTION 37, RUN N 00°45'40"W 1869.12 FEET TO A POINT; THENCE RUN S 89°22'19"W 621.46 FEET TO A POINT; SAID POINT BEING AT THE SOUTHWEST CORNER OF INTERSTATE HIGHWAY NO. 65 AND SOUTH AVENUE; THENCE CONTINUING S 89°22'19"W RUN ALONG THE SOUTH RIGHT OF WAY LINE OF SAID SOUTH AVENUE A DISTANCE OF 610.82 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 10°10'W 535.54 FEET TO A POINT; SAID POINT BEING ON A WESTWARD PROJECTION OF THE SOUTH BOUNDARY LINE OF SPRING HILL BUSINESS PARK, AS RECORDED IN MAP BOOK 56, PAGE 70 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE COURT OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID WESTWARD PROJECTION AND ALONG SAID SOUTH BOUNDARY LINE OF SPRING HILL BUSINESS PARK, RUN S 79°50'E 600.0 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65, RUN S 10°10'W 519.88 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65, RUN N 79°50'W 44.0 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHWESTWARDLY AND HAVING A RADIUS OF 7351.73 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65, RUN SOUTHWESTWARDLY ALONG SAID ARC OF CURVE A DISTANCE OF 264.0 FEET TO THE NORTHEAST CORNER OF COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO AS RECORDED IN MAP BOOK 20, PAGE 61 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RUN N 76°49'W 552.21 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY LINE OF COLLEGE PARK , NORTHWESTERN QUADRANGLE, UNIT TWO, RUN N 79°50'W 430.0 FEET TO THE NORTHWEST CORNER OF SAID COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO; THENCE ALONG THE WEST BOUNDARY LINE OF SAID COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RUN AS FOLLOWS: S 10°05'30"W 743.01 FEET, S 64°40'30"W 680.22 FEET, S 24°39'W 27.25 FEET TO A POINT ON THE NORTH TERMINUS OF MONTLIMAR DRAINAGE

CANAL; THENCE ALONG SAID NORTH TERMINUS, RUN N 65°21'W 85.0 FEET TO A POINT ON THE WEST RIGHT OF RIGHT OF WAY LINE OF SAID MONTLIMAR DRAINAGE CANAL; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN S 24°39'W 493.80 FEET TO THE P.C. OF A CURVE TO THE LEFT; SAID CURVE HAVING A CENTRAL ANGLE OF 25°00' AND A RADIUS OF 1960.10 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 855.25 FEET TO THE P.T. OF SAID CURVE; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN S 89°39'W 10.0 FEET TO APPOINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN S 00°21'E 220 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF DAUPHIN STREET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF DAUPHIN STREET, RUN WESTWARDLY 1815 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF YESTER OAKS, SECTION NINE AS RECORDED IN MAP BOOK 59, PAGE 64 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE EAST BOUNDARY LINE OF SAID YESTER OAKS, SECTION NINE, RUN N 01°02'30"W 370.0 FEET TO THE NORTHEAST CORNER OF SAID YESTER OAKS, SECTION NINE; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION NINE, RUN N 80°01'20"W 107.34 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION NINE, RUN N 80°01'20"W 107.34 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY LINE OF YESTER OAKS, SECTION NINE, RUN N 88°10'45"W 290.0 FEET TO THE NORTHWEST CORNER OF SAID YESTER OAKS, SECTION NINE; SAID POINT ALSO BEING THE NORTHEAST CORNER OF YESTER OAKS, SECTION FIVE AS RECORDED IN MAP BOOK 17, PAGE 116 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION FIVE, RUN AS FOLLOWS: N 83°55'W 291.76 FEET, N 41°46'W 39.70 FEET, S 87°51'W 180.0 FEET, S 59°36'30"W 158.35 FEET, S 85°47'00"W 180.40 FEET TO A POINT ON THE EAST BOUNDARY LINE OF YESTER OAKS, SECTION FOUR AS RECORDED IN MAP BOOK 17, PAGE 115 OF SAID PROBATE COURT RECORDS; THENCE ALONG SAID EAST BOUNDARY LINE OF YESTER OAKS, SECTION FOUR, RUN N 00°05'45"E 220.0 FEET ON THE NORTHEAST CORNER OF SAID YESTER OAKS, SECTION FOUR; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION FOUR, RUN S 88°57'30"W 150.0 FEET TO A POINT; THENCE RUN N 00°05'45"E 49.75 FEET TO A POINT ON THE EAST BOUNDARY LINE OF SECTION ONE, YESTER OAKS AS RECORDED IN MAP BOOK 9, PAGE 14 OF SAID PROBATE COURT RECORDS; THENCE ALONG SAID EAST BOUNDARY LINE OF SECTION ONE, YESTER OAKS, RUN AS FOLLOWS: N 54°14'40"E 334.01 FEET, N 18°49'40"E 581.56 FEET, N 11°57'42"E 464.43 FEET, N 01°32'18"W 439.09 FEET, N 38°20'11"W 311.20 FEET, N 46°25'06"W 101.34 FEET, N 38°51'41" 282.85 FEET, N 18°44'44"W 41.40 FEET TO THE NORTHEAST CORNER OF SAID SECTION ONE, YESTER OAKS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION ONE, YESTER OAKS, RUN N 81°08'14"W 14.22 FEET TO A POINT; SAID POINT BEING THE SOUTHEAST CORNER OF RESUBDIVIDED AND

AMENDED PERRY PLACE AS RECORDED IN MAP BOOK 85, PAGE 55 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE EAST BOUNDARY LINE OF SAID RESUBDIVIDED AND AMENDED PERRY PLACE AND A NORTHWARD PROJECTION THEREOF, RUN N 01°13'22"W 550.97 FEET TO A POINT; THENCE RUN S 89°45'22" E 92.30 FEET TO A POINT; THENCE RUN N 00°14'30" E 562.12 FEET TO A POINT; THENCE RUN N 89°53'17" W 96.54 FEET TO A POINT; THENCE RUN N 00°06'43" E 284.53 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN N 66°32'30"E 176.64 FEET TO THE NORTHWEST CORNER OF A.N.B. SUBDIVISION AS RECORDED IN MAP BOOK 35, PAGE 50 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE WEST BOUNDARY LINE OF SAID A.N.B. SUBDIVISION, RUN S 20°33'E 183.03 FEET TO THE SOUTHWEST CORNER OF SAID A.N.B. SUBDIVISION; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID A.N.B. SUBDIVISION, RUN N 66°32'30"E 166.94 FEET TO THE SOUTHEAST CORNER OF SAID A.N.B. SUBDIVISION; THENCE ALONG THE EAST BOUNDARY LINE OF SAID A.N.B. SUBDIVISION, RUN N 08°12'E 214.74 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN N 66°32'30"E 422.72 FEET OF THE P.C. OF A CURVE TO THE RIGHT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE TO A POINT WHICH BEARS N 71°50'E 148.46 FEET FROM THE LAST DESCRIBED POINT; THENCE RUN S 00°01'43" E 442.52 FEET TO A POINT; THENCE RUN N 88°55'44" E 950.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF COLLEGE LANE; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF COLLEGE LANE RUN S 00°21'15" E 492.23 FEET; THENCE RUN N 89°38'45" E 40.0 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF COLLEGE LANE; THENCE ALONG SAID EAST RIGHT OF WAY LINE RUN N 00°02'15" W 492.93 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF LOYOLA LANE RUN N 89°20'45" E 476.78 FEET; THENCE RUN S 00°21'15" E 503.97 FEET TO A POINT; THENCE RUN N 89°22'19" E 2586.42 FEET TO THE POINT OF BEGINNING. CONTAINING 353 ACRES, MORE OR LESS.

ALSO: LOTS 19, 20, 21, 22 & 23, COLLEGE PARK NORTHWESTERN QUADRANGLE, UNIT TWO ACCORDING TO PLAT RECORDED IN MAP BOOK 20, PAGE 61 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, ALSO LOT 24 A, COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RESUBDIVISION OF LOTS 24 AND 27 AS PER PLAT RECORDED IN MAP BOOK 69, PAGE 44 OF SAID PROBATE COURT RECORDS, CONTAINING 11.0191 ACRES.

WHEREAS, the owner of said property applied for a Major Modification of the Planning Approval on November 19, 2024, allowing the expansion of an existing college in an R-1, Single-Family Residential Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on December 19, 2024 and recommended approval of the Major Modification of the Planning Approval subject to the following conditions:

1. Provision of a note on the Planning Approval site plan stating the site will maintain compliance with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
2. Revision of the site plan to indicate a compliant enclosure for the dumpster;
3. 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;
4. Compliance with all Engineering comments noted in the staff report;
5. Compliance with all Traffic Engineering comments noted in the staff report;
6. Compliance with all Urban Forestry comments noted in the staff report;
7. Compliance with all Fire Department comments noted in the staff report;
8. Provision of a revised Planning Approval site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
9. 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. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration 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. Provision of a note on the Planning Approval site plan stating the site will maintain compliance with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
2. Revision of the site plan to indicate a compliant enclosure for the dumpster;

3. 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;
4. Compliance with all Engineering comments noted in the staff report;
5. Compliance with all Traffic Engineering comments noted in the staff report;
6. Compliance with all Urban Forestry comments noted in the staff report;
7. Compliance with all Fire Department comments noted in the staff report;
8. Provision of a revised Planning Approval site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
9. 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

**Brian Courtney, Spring Hill College
(Even M. Geerts, P.E., Duplantis Design Group, Agent)
6208 Grotto Road (Private Street)
Council District 7
Gina Gregory**



THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT
MOBILE CITY PLANNING COMMISSION

January 3, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

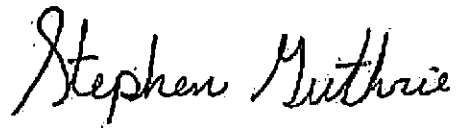
The Mobile City Planning Commission at its meeting on December 19, 2024, considered the request of Brian Courtney, Spring Hill College, for a Major Modification of a previously approved Planning Approval allowing the expansion of an existing college in an R-1, Single-Family Residential Suburban District for the property located at 6208 Grotto Road (Private Street).

After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Provision of a note on the Planning Approval site plan stating the site will maintain compliance with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
2. Revision of the site plan to indicate a compliant enclosure for the dumpster;
3. 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;
4. Compliance with all Engineering comments noted in the staff report;
5. Compliance with all Traffic Engineering comments noted in the staff report;
6. Compliance with all Urban Forestry comments noted in the staff report;
7. Compliance with all Fire Department comments noted in the staff report;
8. Provision of a revised Planning Approval site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
9. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

A handwritten signature in black ink that reads "Stephen Guthrie". The script is cursive and fluid, with the first letter of each word being capitalized and prominent.

Stephen Guthrie
Deputy Director, Planning & Zoning Department

dla
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION
December 26, 2024
"CORRECTED"

Brian Courtney, CPA, CMA – SHC CFO
Spring Hill College
4000 Dauphin Street
Mobile, Alabama 36608

Re: 6208 Grotto Road (Private Street)
MOD-003155-2024
Brian Courtney, Spring Hill College (Evan Geerts, P.E., Duplantis Design Group, Agent)
District 7
Major Modification of a previously approved Planning Approval allowing the expansion of an existing college in an R-1, Single-Family Residential Suburban District

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

At its meeting on December 19, 2024, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following Findings of Fact to support modification of the previously approved Planning Approval:

- a. The request is consistent with all applicable requirements of this Chapter;
- b. The request is compatible with the character of the surrounding neighborhood;
- c. The request will not impede the orderly development and improvement of surrounding property;
- d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- 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.

As such, the Planning Commission voted to recommend approval of the Major Planning Approval Modification to the City Council, subject to the following conditions:

1. Provision of a note on the Planning Approval and PUD site plans stating the site will maintain compliance with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
2. Revision of the site plan to indicate a compliant enclosure for the dumpster;
3. Provision of a note on the Final Planning Approval and PUD site plans stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Compliance with all Engineering comments noted in the staff report;
5. Compliance with all Traffic Engineering comments noted in the staff report;
6. Compliance with all Urban Forestry comments noted in the staff report;
7. Compliance with all Fire Department comments noted in the staff report;
8. Provision of revised Planning Approval and PUD site plans for review by Planning and Zoning prior to recording, and provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
9. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **\$959.12**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

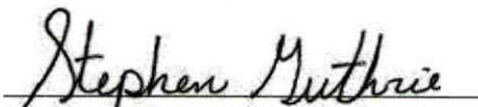
Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

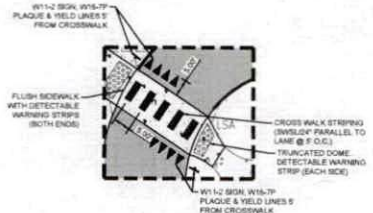
Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning

COMMENCING AT THE S.E. CORNER OF SECTION 37, T4S-R2W, MOBILE COUNTY ALABAMA; THENCE ALONG THE EAST LINE OF SAID SECTION 37, RUN N 00°45'40"W 1869.12 FEET TO A POINT; THENCE RUN S 89°22'19"W 621.46 FEET TO A POINT; SAID POINT BEING AT THE SOUTHWEST CORNER OF INTERSTATE HIGHWAY NO. 65 AND SOUTH AVENUE; THENCE CONTINUING S 89°22'19"W RUN ALONG THE SOUTH RIGHT OF WAY LINE OF SAID SOUTH AVENUE A DISTANCE OF 610.82 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 10°10'W 535.54 FEET TO A POINT; SAID POINT BEING ON A WESTWARD PROJECTION OF THE SOUTH BOUNDARY LINE OF SPRING HILL BUSINESS PARK, AS RECORDED IN MAP BOOK 56, PAGE 70 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE COURT OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID WESTWARD PROJECTION AND ALONG SAID SOUTH BOUNDARY LINE OF SPRING HILL BUSINESS PARK, RUN S 79°50'E 600.0 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65, RUN S 10°10'W 519.88 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65, RUN N 79°50'W 44.0 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHWESTWARDLY AND HAVING A RADIUS OF 7351.73 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65, RUN SOUTHWESTWARDLY ALONG SAID ARC OF CURVE A DISTANCE OF 264.0 FEET TO THE NORTHEAST CORNER OF COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO AS RECORDED IN MAP BOOK 20, PAGE 61 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RUN N 76°49'W 552.21 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY LINE OF COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RUN N 79°50'W 430.0 FEET TO THE NORTHWEST CORNER OF SAID COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO; THENCE ALONG THE WEST BOUNDARY LINE OF SAID COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RUN AS FOLLOWS: S 10°05'30"W 743.01 FEET, S 64°40'30"W 680.22 FEET, S 24°39'W 27.25 FEET TO A POINT ON THE NORTH TERMINUS OF MONTLIMAR DRAINAGE CANAL; THENCE ALONG SAID NORTH TERMINUS, RUN N 65°21'W 85.0 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID MONTLIMAR DRAINAGE CANAL; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN S 24°39'W 493.80 FEET TO THE P.C. OF A CURVE TO THE LEFT; SAID CURVE HAVING A CENTRAL ANGLE OF 25°00' AND A RADIUS OF 1960.10 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 855.25 FEET TO THE P.T. OF SAID CURVE; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN S 89°39'W 10.0 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN S 00°21'E 220 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF DAUPHIN STREET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF DAUPHIN STREET, RUN WESTWARDLY 1815 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF YESTER OAKS, SECTION NINE AS RECORDED IN MAP BOOK 59, PAGE 64 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE EAST BOUNDARY LINE OF SAID YESTER OAKS, SECTION NINE, RUN N 01°02'30"W 370.0 FEET TO THE NORTHEAST CORNER OF SAID YESTER OAKS, SECTION NINE; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION NINE, RUN N 80°01'20"W 107.34 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION NINE, RUN N 80°01'20"W 107.34 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY LINE OF YESTER OAKS, SECTION NINE, RUN N 88°10'45"W 290.0 FEET TO THE NORTHWEST CORNER OF SAID YESTER OAKS, SECTION NINE; SAID POINT ALSO BEING THE NORTHEAST CORNER OF YESTER OAKS, SECTION FIVE AS RECORDED IN MAP BOOK 17, PAGE 116 OF SAID

PROBATE COURT RECORDS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION FIVE, RUN AS FOLLOWS: N 83°55'W 291.76 FEET, N 41°46'W 39.70 FEET, S 87°51'W 180.0 FEET, S 59°36'30"W 158.35 FEET, S 85°47'00"W 180.40 FEET TO A POINT ON THE EAST BOUNDARY LINE OF YESTER OAKS, SECTION FOUR AS RECORDED IN MAP BOOK 17, PAGE 115 OF SAID PROBATE COURT RECORDS; THENCE ALONG SAID EAST BOUNDARY LINE OF YESTER OAKS, SECTION FOUR, RUN N 00°05'45"E 220.0 FEET ON THE NORTHEAST CORNER OF SAID YESTER OAKS, SECTION FOUR; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION FOUR, RUN S 88°57'30"W 150.0 FEET TO A POINT; THENCE RUN N 00°05'45"E 49.75 FEET TO A POINT ON THE EAST BOUNDARY LINE OF SECTION ONE, YESTER OAKS AS RECORDED IN MAP BOOK 9, PAGE 14 OF SAID PROBATE COURT RECORDS; THENCE ALONG SAID EAST BOUNDARY LINE OF SECTION ONE, YESTER OAKS, RUN AS FOLLOWS: N 54°14'40"E 334.01 FEET, N 18°49'40"E 581.56 FEET, N 11°57'42"E 464.43 FEET, N 01°32'18"W 439.09 FEET, N 38°20'11"W 311.20 FEET, N 46°25'06"W 101.34 FEET, N 38°51'41" 282.85 FEET, N 18°44'44"W 41.40 FEET TO THE NORTHEAST CORNER OF SAID SECTION ONE, YESTER OAKS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION ONE, YESTER OAKS, RUN N 81°08'14"W 14.22 FEET TO A POINT; SAID POINT BEING THE SOUTHEAST CORNER OF RESUBDIVIDED AND AMENDED PERRY PLACE AS RECORDED IN MAP BOOK 85, PAGE 55 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE EAST BOUNDARY LINE OF SAID RESUBDIVIDED AND AMENDED PERRY PLACE AND A NORTHWARD PROJECTION THEREOF, RUN N 01°13'22"W 550.97 FEET TO A POINT; THENCE RUN S 89°45'22" E 92.30 FEET TO A POINT; THENCE RUN N 00°14'30" E 562.12 FEET TO A POINT; THENCE RUN N 89°53'17" W 96.54 FEET TO A POINT; THENCE RUN N 00°06'43" E 284.53 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN N 66°32'30"E 176.64 FEET TO THE NORTHWEST CORNER OF A.N.B. SUBDIVISION AS RECORDED IN MAP BOOK 35, PAGE 50 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE WEST BOUNDARY LINE OF SAID A.N.B. SUBDIVISION, RUN S 20°33'E 183.03 FEET TO THE SOUTHWEST CORNER OF SAID A.N.B. SUBDIVISION; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID A.N.B. SUBDIVISION, RUN N 66°32'30"E 166.94 FEET TO THE SOUTHEAST CORNER OF SAID A.N.B. SUBDIVISION; THENCE ALONG THE EAST BOUNDARY LINE OF SAID A.N.B. SUBDIVISION, RN N 08°12'E 214.74 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN N 66°32'30"E 422.72 FEET OF THE P.C. OF A CURVE TO THE RIGHT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE TO A POINT WHICH BEARS N 71°50'E 148.46 FEET FROM THE LAST DESCRIBED POINT; THENCE RUN S 00°01'43" E 442.52 FEET TO A POINT; THENCE RUN N 88°55'44" E 950.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF COLLEGE LANE; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF COLLEGE LANE RUN S 00°21'15" E 492.23 FEET; THENCE RUN N 89°38'45" E 40.0 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF COLLEGE LANE; THENCE ALONG SAID EAST RIGHT OF WAY LINE RUN N 00°02'15" W 492.93 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF LOYOLA LANE RUN N 89°20'45" E 476.78 FEET; THENCE RUN S 00°21'15" E 503.97 FEET TO A POINT; THENCE RUN N 89°22'19" E 2586.42 FEET TO THE POINT OF BEGINNING. CONTAINING 353 ACRES, MORE OR LESS.

ALSO: LOTS 19, 20, 21, 22 & 23, COLLEGE PARK NORTHWESTERN QUADRANGLE, UNIT TWO ACCORDING TO PLAT RECORDED IN MAP BOOK 20, PAGE 61 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, ALSO LOT 24 A, COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RESUBDIVISION OF LOTS 24 AND 27 AS PER PLAT RECORDED IN MAP BOOK 69, PAGE 44 OF SAID PROBATE COURT RECORDS, CONTAINING 11.0191 ACRES.



TREE PROTECTION NOTE:
SEE EXISTENCE CONTROL AND DETAIL SHEETS FOR TREE PROTECTION. EXTREME CAUTION SHALL BE TAKEN WHEN WORKING IN PROXIMITY OF ALL TREES WHICH ARE TO REMAIN. CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL CITY REQUIREMENTS AND NOTIFICATIONS TO THE URBAN FORESTOR WHEN REQUIRED. USE OF A CERTIFIED ARBORIST WHEN WORKING WITHIN THE CRITICAL ROOT ZONES OF ALL TREES TO REMAIN IS REQUIRED.

- SITE PLAN NOTES:**
- CONTRACTOR SHALL REFER TO ARCHITECTURAL & MEIP PLANS FOR EXACT LOCATIONS & DIMENSIONS OF BUILDING, ARCHITECTURE, SIDEWALKS, EAT PORCHES, RAMPS, TRUCK DOCKS, & EXACT BUILDING UTILITY SERVICE ENTRANCE LOCATIONS AT THE BUILDING.
 - ALL UNPAVED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL, SEED, MULCH, OR SOIL & WATERED UNTIL A HEALTHY STAND OF GRASS IS OBTAINED AS INDICATED ON THE LANDSCAPING PLAN.
 - PROPERTY & TOPOGRAPHIC SURVEY WAS PREPARED ON OCTOBER 10, 2024 BY WATTEY SURVEYING, INC.
 - CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING BENCHMARKS.
 - PRIOR TO THE START OF CONSTRUCTION ACTIVITIES THE CONTRACTOR MUST CALL 811 AND THE LOCAL UTILITY PROVIDERS TO HAVE ALL UTILITIES MARKED WITHIN THE PROJECT AREA. AFTER UTILITIES ARE MARKED, THE CONTRACTOR SHALL PERFORM A PLAN IN HAND WALK THRU OF THE ENTIRE PROJECT AREA AND SHALL CONTACT THE CIVIL ENGINEER IMMEDIATELY IF THERE ARE ANY DEVIATIONS IN THE LOCATIONS OF EXISTING UTILITIES SHOWN IN THE PLANS AND/OR THE PRESENCE OF UTILITIES THAT ARE NOT SHOWN IN THE PLANS.
 - CONTRACTOR SHALL REFER TO ARCHITECT'S PLANS & SPECIFICATIONS FOR ENTRY LOCATION OF ALL WATER, SEWER SERVICE, ELECTRICAL, TELEPHONE & GAS SERVICE. CONTRACTOR SHALL COORDINATE INSTALLATION OF UTILITIES IN SUCH A MANNER AS TO AVOID CONFLICTS & ASSURE PROPER DEPTHS ARE ACHIEVED AS WELL AS COORDINATING WITH THE REGULATORY AGENCY AS TO THE LOCATION & RE-CONNECTIONS TO THEIR FACILITIES.
 - ALL DIMENSIONS SHOWN TO BUILDING ARE TO OUTSIDE FACE OF BUILDING AS PROVIDED BY THE PROJECT ARCHITECT.
 - ALL NECESSARY PERMITS & APPROVALS FROM AGENCIES GOVERNING THE CONSTRUCTION OF THIS WORK SHALL BE SECURED PRIOR TO BEGINNING CONSTRUCTION.
 - THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL AREAS INDICATED TO REMAIN UNDISTURBED OR TO REMAIN AS BUFFERS AND ALL PROPERTY MARKERS. CONTRACTOR SHALL REPLACE ALL THIS ELIMINATED OR DAMAGED DURING CONSTRUCTION.
 - CONTRACTOR IS RESPONSIBLE FOR REPAIRS OR DAMAGE TO ANY EXISTING IMPROVEMENTS DURING CONSTRUCTION, SUCH AS, BUT NOT LIMITED TO, DRAINAGE UTILITIES, PAVEMENT, STRIPING, CURBS, ETC.
 - THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF ALL UNDERGROUND UTILITIES WITH HIS WORK. ALL UNDERGROUND UTILITIES (WATER, SANITARY SEWER, STORM SEWER, ELECTRICAL, CONDUIT, IRRIGATION SYSTEMS, & ANY OTHER MISC. UTILITIES) SHALL BE IN PLACE PRIOR TO THE PLACEMENT OF BASE COURSE MATERIAL, & THE PLACEMENT OF ANY APPROPRIATE SOIL STABILIZATION TECHNIQUE.
 - CONTRACTOR SHALL MATCH EXISTING PAVEMENT IN GRADE & ALIGNMENT AT TEEN LOCATIONS.
 - ALL WORK SHOWN SHALL BE DONE IN ACCORDANCE WITH CONSTRUCTION DOCUMENTS.
 - ALL STRIPING LOCATED ON SITE SHALL COMPLY WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION UNLESS OTHERWISE NOTED). STRIPING IMPROVEMENTS LOCATED WITHIN THE ROAD RIGHT OF WAY CURRENT OR PROPOSED FUTURE SHALL COMPLY WITH THE REQUIREMENTS OF THE JURISDICTION.
 - ANY WORK IN THE RIGHT OF WAY SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF MOBILE AND/OR THE ALABAMA DEPARTMENT OF TRANSPORTATION & DEVELOPMENT'S STANDARD DRAWINGS & SPECIFICATIONS (WHICHEVER IS MORE STRINGENT AND AS DIRECTED BY THE OWNER).
 - THE PROPERTIES SHOWN HEREIN ARE WITHIN ZONE A UNHAGED ACCORDING TO FLOOD AREAS OF INSURANCE RATE MAPS PUBLISHED BY F.E.M.A. COMMUNITY PANEL NO. 51017C003 (DATED 06/05/2020).
 - DIMENSIONS ARE TO FACE OF CURB UNLESS NOTED OTHERWISE.
 - CONTRACTOR SHALL SUBMIT A SIDEWALK AND PAVEMENT JOINT PLAN FOR OWNER APPROVAL AS A SUBMITTAL.



SPRING HILL HEALTH AND SCIENCE INNOVATION CENTER
100% CONSTRUCTION DOCUMENTS
SPRING HILL COLLEGE
6208 GROTTO ROAD, MOBILE AL 36608
23-081

23-081

ENGINEER OF RECORD

DDG

3703 OLD SHELL ROAD
MOBILE, AL 36608
251.930.5891

ISSUE DATE
11/15/2024

NO.	DATE	DESCRIPTION
1		ISSUED FOR PERMIT

PROJECT NUMBER
WHA-23-081-00
DDG-23-1473

DRAWING TITLE
SITE PLAN

SCALE IN FEET
20 10 0 10 20

SHEET NUMBER
C-1

Z:\02023-1473\02023-1473-01 SITE PLAN.DWG

QUANTITY TAKEOFF DISCLAIMER:
QUANTITIES NOTED ON PLANS ARE OFFERED AS A CONVENIENCE TO THE CONTRACTOR FOR BID PURPOSES ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES AND REPORT ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT.

W&S
DESIGN

landscape architects

www.w-and-s-design.com



SPRING HILL HEALTH AND SCIENCE INNOVATION CENTER
100% CONSTRUCTION DOCUMENTS

SPRING HILL COLLEGE
6208 GROTTO ROAD, MOBILE, AL 36608
23-081

Figure 1

PROJECT RECORD:
WILLIAMS
BLACKSTOCK
ARCHITECTS

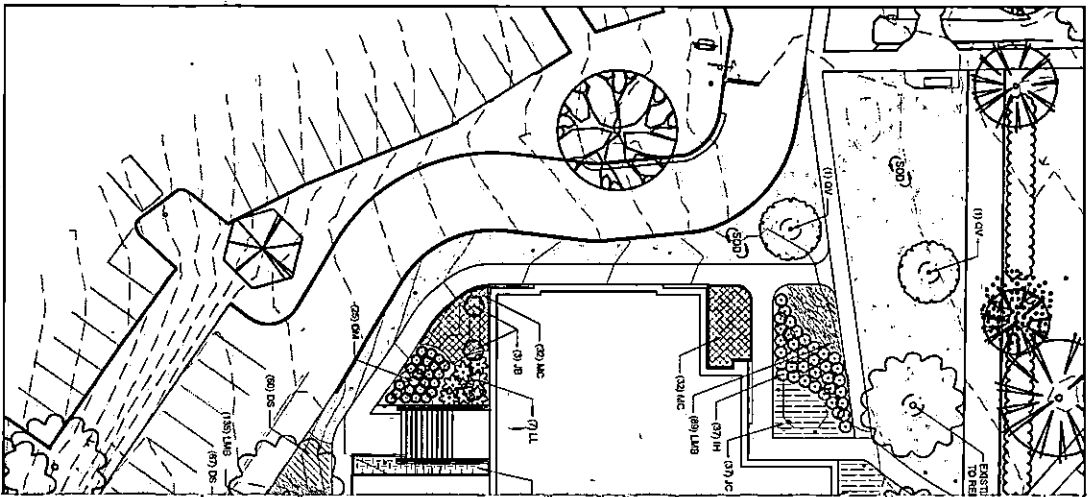
ISSUE DATE:
11/15/2024

REVIEWS: _____
MO. DATE RECEIVED _____

PROJECT NUMBER
23-081

LANDSCAPE
PLANTING PLAN

LP100

[illegible]

1 LANDSCAPE PLANTING PLAN



November 18, 2024

Dear City of Mobile,

City of Mobile
Planning & Zoning

Spring Hill College -
Health and Science
Innovation Center

DDG Project #23-1673

DDG, on behalf of Spring Hill College, is submitting these PUD and PA modification requests. The requested modifications include the demolition of Walsh Hall and replacement with a new Health and Science Innovation Center. The proposed modifications are detailed further in the PUD and PA exhibit, site plan, and accompanying applications and checklists.

The proposed modifications are a re-development of existing developed area. The modifications will not only enhance the attractiveness of the campus both aesthetically and in program facilities, but will project the same attractiveness for the City of Mobile. All modifications are well within the internal areas of the campus and are not expected to have aesthetic or operational impacts on adjacent properties.

Should you require any additional information, please do not hesitate to contact us.

Sincerely,

Evan M. Geerts, PE
Duplant Design Group, PC



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:	Brian Courtney, CPA, CMA - SHC CFO	Evan M. Geerts, P.E.
Firm:	Spring Hill College	Duplantis Design Group
Phone:	251-380-2255	251.930.5891
Email:	bcourtney@shc.edu	egeerts@ddgpc.com
Address:	4000 Dauphin Street, Mobile, AL 36608	3703 Old Shell Rd, Mobile, AL 36608

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

	Owner	Design Professional
Name:	Brian Courtney, CPA, CMA - SHC CFO	Evan M. Geerts, P.E.
Firm:	Spring Hill College	Duplantis Design Group
Phone:	251-380-2255	251.930.5891
Email:	bcourtney@shc.edu	egeerts@ddgpc.com
Address:	4000 Dauphin Street, Mobile, AL 36608	3703 Old Shell Rd, Mobile, AL 36608

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

6208 Grotto Rd, Mobile, AL 36608

2.81 ac

Property Address

Property Area (acres or square feet)

2806373000024.000

Parcel Number(s) or Key Number(s)

B-1 & R-1

N/A

Present Zoning or Transect District

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.

Brian Courtney
Digitally signed by Brian Courtney
Date: 2024.11.12 13:32:17 -06'00'

Owner Signature

11/12/24
Date

Brian Courtney
Digitally signed by Brian Courtney
Date: 2024.11.12 13:42:37 -06'00'

Applicant or Agent Signature (if applicable)

11/12/24
Date

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

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

Brian Courtney
Digitally signed by Brian Courtney
Date: 2024.11.12 13:33:45 -06'00'

Applicant or Agent Signature

11/12/24
Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 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](#).

The comprehensive plan encourages redevelopment. The existing building is blighted and not in use. Demolition and reconstruction will not only improve the character of the community, but it will enhance the experience which the Spring Hill College campus provides to the City of Mobile.

Institutional

Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

This project would provide a new institutional building in place of a vacant building. The use remains educational which is consistent with the surrounding College campus.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

This redevelopment will have no impact on adjacent properties. It is surrounded by other institutional buildings and contained within an established campus.

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

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Revised February 2023

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 existing building, Walsh Hall, is being demolished. The proposed building will be approximately 68' feet tall.

☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

A conceptual landscape plan is included. However, note that this building is within the confines of the overall Spring Hill College Campus.

☐ Lighting:

Lighting will be provided but will not impact adjacent properties.

☐ Hours of operation:

☐ Other conditions that are unique to the use of the property:

This property is within the Spring Hill Campus and is unique in its lack of impacts to adjacent properties due to it's internal location.

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 demolition project will provide remediation of existing environmental issues. No other detrimental effects are anticipated by the proposed redevelopment.

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.

It provides the ability to add a state of the art institutional building in the location of a vacant building which enhance the character of the community and attractiveness of Mobile as a destination for education and living.

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Revised February 2023



Corporate Letter of Authorization

I, Brian Courtney, 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 Spring Hill College, a corporation for the property located within the city limits of Mobile, Alabama at 6208 Grotto Rd, Mobile, AL 36608.

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.

Evan Geerts, Duplantis Design Group

Designee (1)

egeerts@ddgpc.com

Email

251.930.5891

Phone Number

Signature of Company Owner

Designee (2)

Email

Phone Number

11/18/2024

Date



Plan Submission Contact Information

Name of Project Spring Hill College - Health and Science Innovation Center

Address 6280 Grotto Road, Mobile, AL 36608

Owner Spring Hill College, Attn: Brian Courtney, CFO

Address 4000 Dauphin St, Mobile, AL Zip Code 36608

Phone 251-380-2255 Fax _____ Email bcourtney@shc.edu

Authorized Agent Dupantis Design Group

Address 3703 Old Shell Road, Mobile, AL Zip Code 36608

Phone 251-930-5891 Fax _____ Email egeerts@ddgpc.com

Contractor TBD

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer Same as Agent

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Architect WBA

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

Evan M. Geerts

Signature

Print

11-18-2024

Engineer and Agent

Date

Affiliation to project/Organization

ABBENE MICHAEL M AND DEA E
ABBENE TRUSTEES
PO BOX 160
SUMMERDALE, AL 36580

ALLEN ANDREW W & DIANA F
2166 DAUPHIN ST
MOBILE, AL 36606

BAGWELL CHARLDEEN J
1410 FAIRVIEW ST
GRUNDY, VA 24614

BAKER GEORGE ROBERT &
JOYCE P BAKER
4272 BIT AND SPUR RD APT 9
MOBILE, AL 36608

BARTER MICHAEL G & SUSAN S BARTER
446 CLUBHOUSE DR
FAIRHOPE, AL 36532

BEAN PROPERTIES LLC
PO BOX 376
MOBILE, AL 36601

BEASLEY SHARRON ANN
4009 OLD SHELL RD APT C5
MOBILE, AL 36608

BEDSOLE TRAVIS M JR & SUSAN D
BEDSOLE
310 LONG CT
MOBILE, AL 36609

BITTNER RENEE A & LAFFRE R CHERI
510 PINE ST
CAMDEN, SC 29020

BMAX LLC
4109 URSULINE DRIVE
MOBILE, AL 36608

BREVARD SIDNEY A III &
ELIZABETH B BREVARD AS
3766 SOUTH RHONDA DR
MOBILE, AL 36608

BRIDGES PAUL E & MARY
110 MYRTLE WOOD LN
MOBILE, AL 36608

CAZALAS DAVID A
4009 OLD SHELL RD APT C24
MOBILE, AL 36608

CLARK LARRY WINSTON &
KATHLEEN MARIE CLARK
15 LITTLE GATE WAY
KINGSTON, GA 30145

COLLINS HOMER R
P O BOX 376
MOBILE, AL 36601

COOK'S LANDING AT
BON SECOUR LLC
3755 MORDECAI LN
MOBILE, AL 36608

CREEL BRUCE & EVA CREEL
3762 MOFFETT RD STE E
MOBILE, AL 36618

CROFT JAMES STEVEN &
THERESA A THOMPSON
4009 OLD SHELL RD APT E7
MOBILE, AL 36608

DAHMER EDWARD C JR
12307 MARGUERITE DR
CODEN, AL 36523

DIAZ MARIA T
4009 OLD SHELL RD APT E20
MOBILE, AL 36608

DULANEY JOAN B
4009 OLD SHELL RD APT C13
MOBILE, AL 36608

FOUNTAIN KATHLEEN FRAZER
2449 VENETIA RD
MOBILE, AL 36605

FRANGOS DINO N & KATHERINE C
FRANGOS
3610 THE CEDARS AVE
MOBILE, AL 36608

FRANKLIN SUSAN B
10 DRURY LN
MOBILE, AL 36608

FREEMAN DAVID A
3762 MORDECAI LN
MOBILE, AL 36608

FRIEDLANDER PAMELA SUSAN
4014 OLD SHELL RD
MOBILE, AL 36608

FRIEND JOHN H III
PO BOX 1645
MOBILE, AL 36633

GASTON GEARY A &
MARGARET P GASTON
8120-K HWY 98
SEMMES, AL 36575

GERNHAUSER HENRY A &
ELAINE M GERNHAUSER
4324 HIGHWAY 311
HOUMA, LA 70360

GONZALEZ PAUL JOHN
280 S AVENIDA CABALLEROS UNIT 126
PALM SPRINGS, CA 92262

GREGORY VICKI
4009 OLD SHELL RD UNIT B5
MOBILE, AL 36608

GUY JOHN STACY
4513 OLD SHELL RD STE C
MOBILE, AL 36608

HAMILTON CATHRINE V
8706 PATTERSON PATH
LILLIAN, AL 36549

HARKNESS MARGARET P
4009 OLD SHELL RD APT E6
MOBILE, AL 36608

HUFFSTUTLER NANCY M &
JAMES K HUFFSTUTLER JR
38 BUERGER RD
MOBILE, AL 36608

JACKSON ROBERT G &
WINIFRED S JACKSON
4009 OLD SHELL RD APT E9
MOBILE, AL 36608

JAYE VIRGINIA R
4009 OLD SHELL RD UNIT B10
MOBILE, AL 36608

JONES BERNICE C
18779 SCENIC HIGHWAY 98
FAIRHOPE, AL 36532

LANE DAVID & SUSAN LANE
4810 MUMS CT
MOBILE, AL 36608

LANE JOHN M & JOAN H LANE AS
CO-TRUSTEES OF
612 HERNANDO PL
DAUPHIN ISLAND, AL 36528

LANHAM DORIS C
4009 OLD SHELL RD APT D15
MOBILE, AL 36608

LEON LINDSAY MARGUERITE
4009 OLD SHELL RD APT E24
MOBILE, AL 36608

LUKE DAN D JR AS TRUSTEE OF THE
238 ROLLING HILL DR
DAPHNE, AL 36526

LURSEN KATHLEEN
4009 OLD SHELL RD APT B12
MOBILE, AL 36608

MAGGARD DELOIS C
4009 OLD SHELL RD APT E3
MOBILE, AL 36608

MCCOY AMY MCDUFFIE
30846 PARAPET CT
SPANISH FORT, AL 36527

MCDANIEL HUEY G &
BUNNIE S MCDANIEL
3754 THE CEDARS AVE
MOBILE, AL 36608

MCLEOD ELIZABETH SUZANNE
4009 OLD SHELL RD APT B2
MOBILE, AL 36608

MCRAE BRENDA C
4009 OLD SHELL RD APT C11
MOBILE, AL 36608

MEADOR ANNE MEREDITH
4272 BIT AND SPUR RD #17
MOBILE, AL 36608

MIRROR LAKE RAQUET CLUB
P O BOX 40004
MOBILE, AL 36604

MITCHELL ALICE SCHAFER
6065 BUCHANAN CIR
MCDONOUGH, GA 30252

MJDM LIVING TRUST
OF AUGUST 4, 2020
4009 OLD SHELL RD APT A5
MOBILE, AL 36608

ORLEANS FAMILY LLC
4009 OLD SHELL RD APT C22
MOBILE, AL 36608

PIERCE MICHAEL TRAVIS
140 SECRETARIAT PL
MADISON, AL 35756

POND SUE CALDWELL
4009 OLD SHELL RD APT C21
MOBILE, AL 36608

PRINGLE ANNA BELL
4009 OLD SHELL RD APT D5
MOBILE, AL 36608

RADCLIFF VIRGINIA STINSON
20 N REED AVE
MOBILE, AL 36604

REYNOLDS RUSSELL T
4009 OLD SHELL RD APT D10
MOBILE, AL 36608

RIIS JERI A & ERLING RIIS III
4009 OLD SHELL RD APT E22
MOBILE, AL 36608

ROEDDER GWENDOLYN A
211 LEVERT AVE
MOBILE, AL 36607

RTD DEVELOPERS LLC
3851 OLD SHELL RD
MOBILE, AL 36608

SAINT PAULS EPISCOPAL
161 DOGWOOD LN
MOBILE, AL 36608

SAINT PAULS EPISCOPAL
3811 OLD SHELL RD
MOBILE, AL 36608

SAINT PAULS EPISCOPAL
4051 OLD SHELL RD
MOBILE, AL 36608

SAINT-PAUL CARLA
771 HENCKLEY AVE
MOBILE, AL 36609

SCOTT PAUL ANTHONY &
SHELLY MAY SCOTT
4107 RIDGELAWN DR
MOBILE, AL 36608

SLEDGE ANNE T
121 RIDGELAWN DR E
MOBILE, AL 36608

SMITH BRENT M &
KENDALL S SMITH
354 TUTHILL LN
MOBILE, AL 36608

SPANISH VILLA VEST LLC
MICHAEL ELY
6111 PEACHTREE DUNWOODY RD
ATLANTA, GA 30328

BRIAN COURTNEY c/o
SPRING HILL COLLEGE
4000 DAUPHIN ST
MOBILE, AL 36608

SPRING HILL COLLEGE PRESIDENT &
TRUSTEES OF THE
4000 DAUPHIN ST
MOBILE, AL 36608

SPRINGHILL MANOR, LLC
740 MUSEUM DR
MOBILE, AL 36608

STOUT PAMELA N
AS TRUSTEE OF THE PAMELA N
3235 MCRAE DR
MOBILE, AL 36695

TEW MICHAEL B & RHONDA K TEW
516 BUCHANAN DR
DAUPHIN ISLAND, AL 36528

THE PROTESTANT EPISCOPAL
3811 OLD SHELL RD
MOBILE, AL 36608

TOOMEY PATRICK DOBBIN
P O BOX 530484
BIRMINGHAM, AL 35253

VICKERS NOAH GATES
4009 OLD SHELL RD APT A6
MOBILE, AL 36608

WALLER JOE P & MARTHA H
4009 OLD SHELL RD UNIT D-11
MOBILE, AL 36608

WALTERS C L JR
650 RIDGEFIELD DRIVE
MOBILE, AL 36608

WELLS JUDSON W & BARBARA W WELLS
4009 OLD SHELL RD APT C19
MOBILE, AL 36608

WHETROCK LLC
10 AUDUBON PL
FAIRHOPE, AL 36532

WHIGHAM ROBERT E III &
MEAGHER LEE
51 OAKLAND AVE
MOBILE, AL 36608

WILHELM DAVID A &
GREER M WILHELM
P O BOX 81241
MOBILE, AL 36689

WILRAN NUMBER FIVE LLC
7 YESTER PL
MOBILE, AL 36608

WIZARD PROPERTIES LLC
89 TUTHILL LN
MOBILE, AL 36608

DUPLANTIS DESIGN GROUP, P.C.
3703 OLD SHELL RD
MOBILE, AL 36608



Agenda Item # 12

MOD-003155-2024 & MOD-003148-2024

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

[Applicant Materials for Consideration – Planning Approval Modification](#)

[Applicant Materials for Consideration – Planned Unit Development Modification](#)

DETAILS

Location:

6208 Grotto Road (Private Street)

Applicant / Agent:

Brian Courtney, Spring Hill College (Evan M. Geerts,
P.E., Duplantis Design Group, Agent)

Property Owner:

Spring Hill College

Current Zoning:

R-1, Single-Family Residential Suburban District

Future Land Use:

Institutional, Mixed Density Residential, and
Traditional Neighborhood Center

Applicable Codes, Policies, and Plans:

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

Schedule for Development:

- Not provided.

Proposal:

- Modification of a previously approved Planning Approval
- Modification of a previously approved Planned Unit Development

Considerations:

1. Modification of a previously approved Planning Approval with ten (10) conditions; and
2. Modification of a previously approved Planned Unit Development with ten (10) conditions.

Report Contents:

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Staff Comments	3
Commission Considerations	5
Exhibits	6

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by schools, and residential and commercial units.

APPLICATION NUMBER	12	DATE	December 19, 2024	 NTS
APPLICANT	Brian Courtney, Spring Hill College (Evan M. Geerts, P.E., Duplantis Design Group, Agent)			
REQUEST	PUD Modification, Planning Approval Modification			

SITE HISTORY

The site has been before the Planning Commission several times for Planned Unit Development approval to allow multiple buildings on a single property with shared access and parking, as well as Planning Approvals to allow a college to be located in an R-1 District. The site was most recently before the Planning Commission on June 4, 2015.

There have been no Board of Zoning Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

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:

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-sprinklered commercial buildings, within 600' of sprinklered commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

The applicant is proposing the demolition of an existing building, and the construction of a new building in the same location. Detailed descriptions of the request are available via the links on page 1 of this report.

The site is surrounded by properties that are mostly zoned R-1, Single Family Residential Suburban District and developed residentially. There is also St. Paul's Episcopal School, zoned R-1, which abuts the site, in addition to various commercially zoned and developed sites.

The site plan depicts the existing development, the proposed new building, and eight (8) additional parking spaces. The location of the proposed structure is interior to the existing college, and will comply with all setback and buffer requirements. The application states that 11 parking spaces are to be removed with the demolition of the existing building, making for a total loss of three (3) parking spaces, as proposed. If approved, the site plan should be revised to indicate that the site will still have a compliant amount of parking spaces overall.

A previously approved tree and landscape area plan is on file with the Planning and Zoning Department and will need to be amended to reflect the additional building and parking spaces. The revised plan should be submitted at the time requests for permits are made, and notes should be placed on the Planning Approval and PUD site plans stating the site will maintain compliance with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC.

A dumpster is illustrated on the site plan. If approved, a complaint enclosure for the dumpster should be indicated on the site plan.

It should be noted that future development or redevelopment of the site may require additional modifications of the Planning Approval and PUD 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.

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:

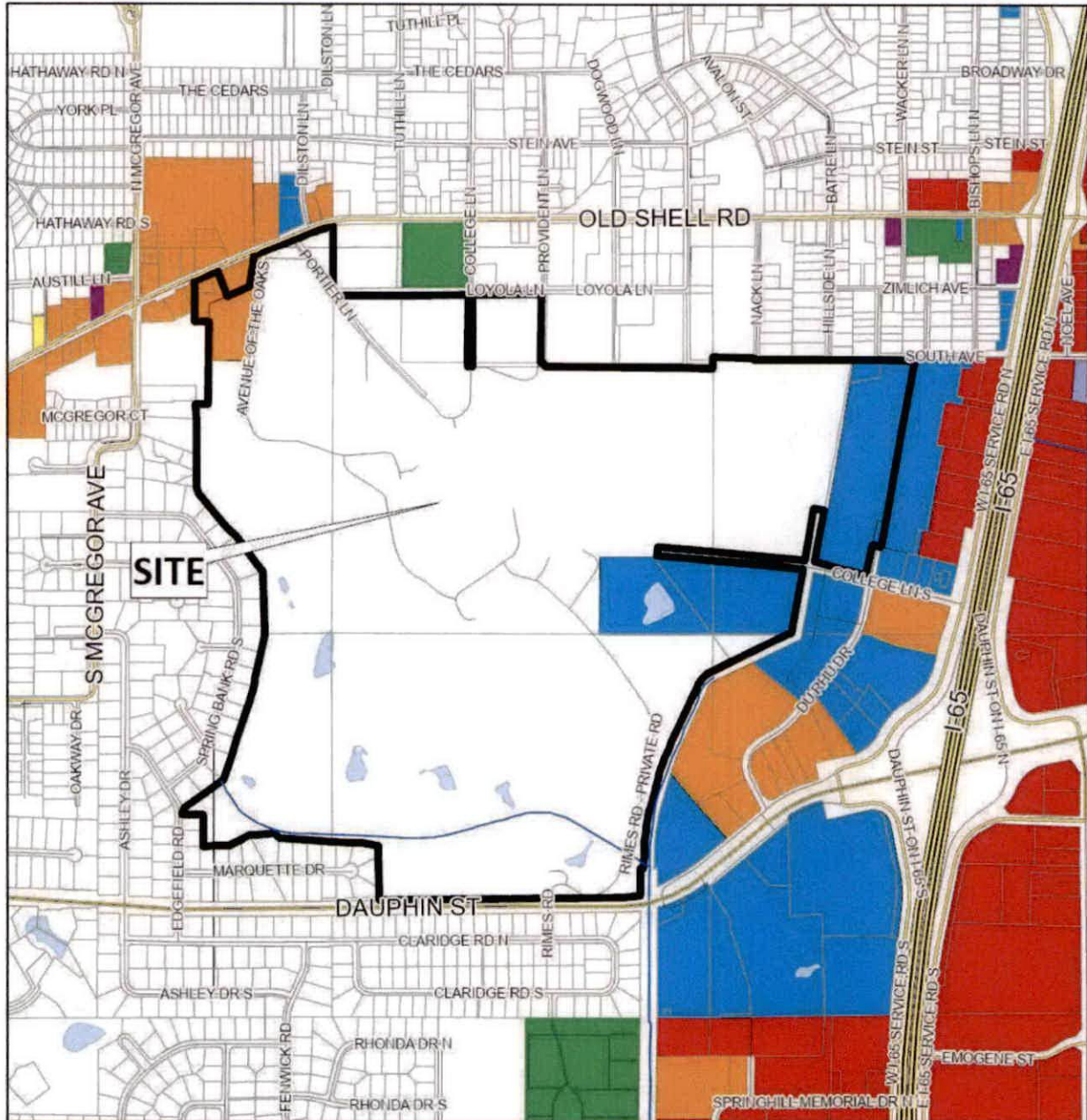
1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working 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.

Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planning Approval / Planned Unit Development, the following conditions should apply:

1. Provision of a note on the Planning Approval and PUD site plans stating the site will maintain compliance with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
2. Revision of the site plan to indicate a complaint enclosure for the dumpster;
3. Revision of the site plan to indicate that the site will have a compliant amount of parking overall;
4. Provision of a note on the Final Planning Approval and PUD site plans stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Compliance with all Engineering comments noted in this staff report;
6. Compliance with all Traffic Engineering comments noted in this staff report;
7. Compliance with all Urban Forestry comments noted in this staff report;
8. Compliance with all Fire Department comments noted in this staff report;
9. Provision of revised Planning Approval and PUD site plans for review by Planning and Zoning prior to recording, and provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
10. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



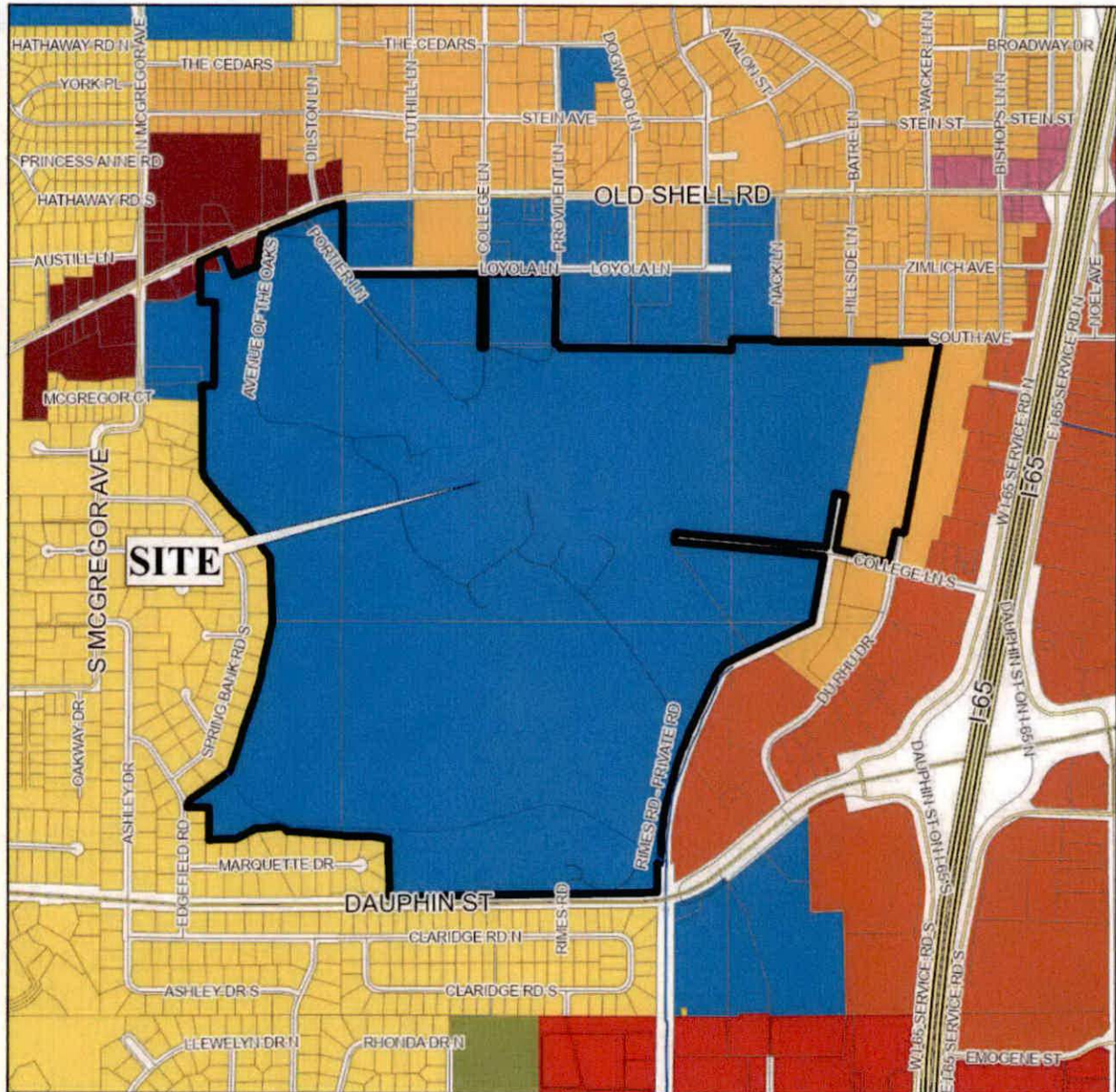
APPLICATION NUMBER 12 DATE December 19, 2024

APPLICANT Brian Courtney, Spring Hill College (Evan M. Geerts, P.E., Duplantis Design Group, Agent)

REQUEST PUD Modification, Planning Approval Modification



FLUM LOCATOR MAP



APPLICATION NUMBER 12 DATE December 19, 2024

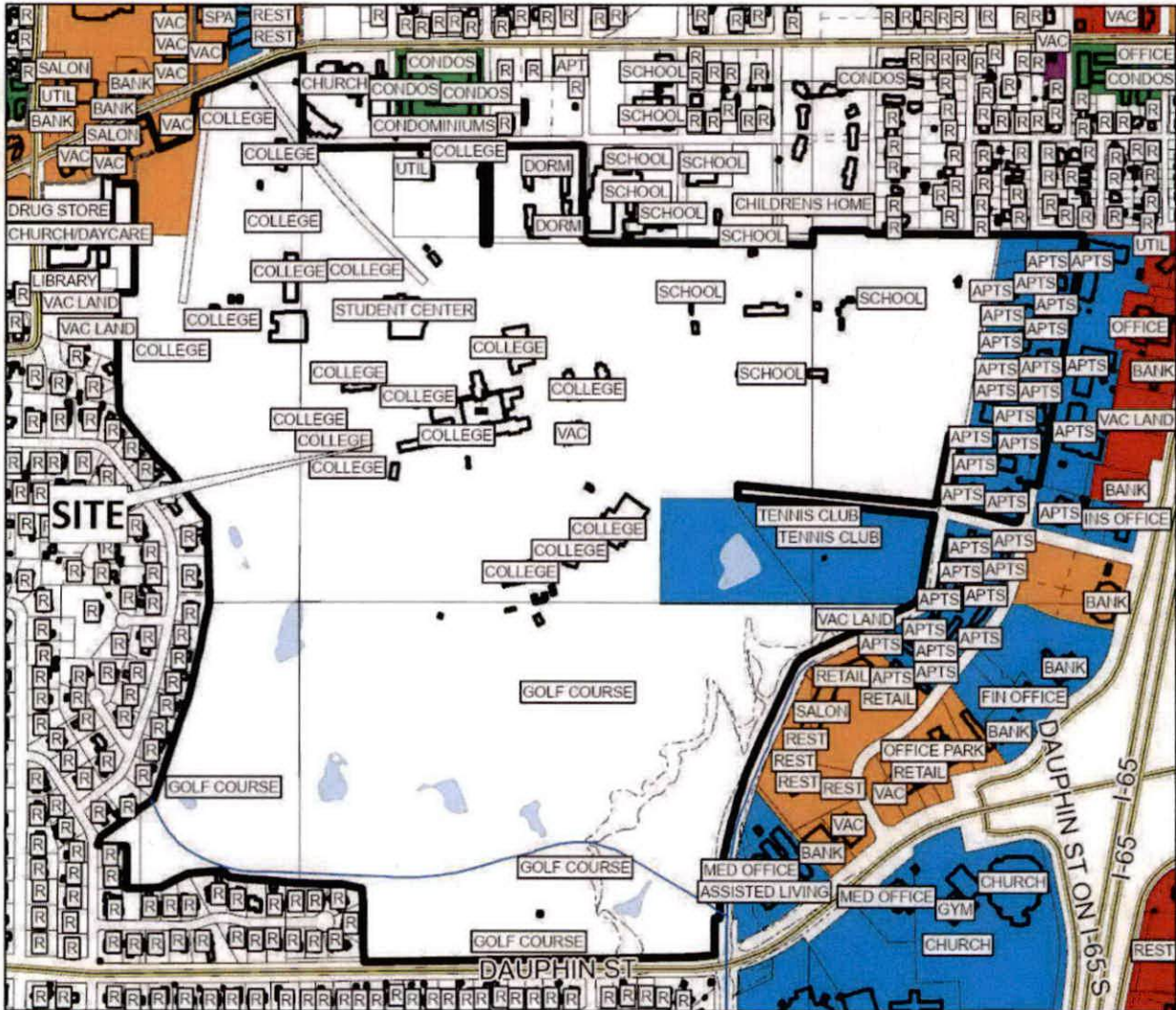
APPLICANT Brian Courtney, Spring Hill College (Evan M. Geerts, P.E., Duplantis Design Group, Agent)

REQUEST PUD Modification, Planning Approval 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	



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



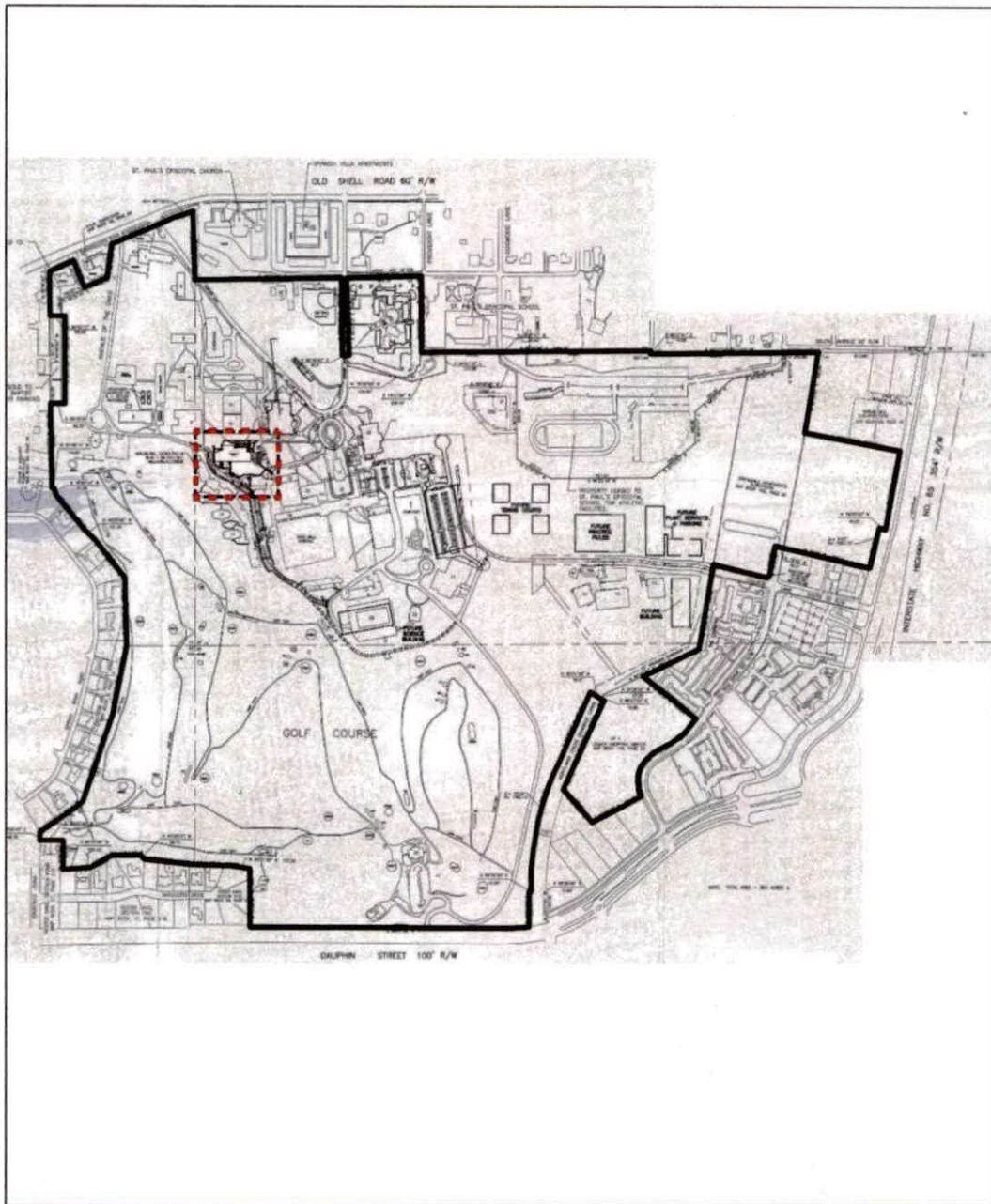
The site is surrounded by schools, and residential and commercial units.

APPLICATION NUMBER 12 DATE December 19, 2024
 APPLICANT Brian Courtney, Spring Hill College (Evan M. Geerts, P.E., Duplantis Design Group, Agent)
 REQUEST PUD Modification, Planning Approval 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	



SITE PLAN

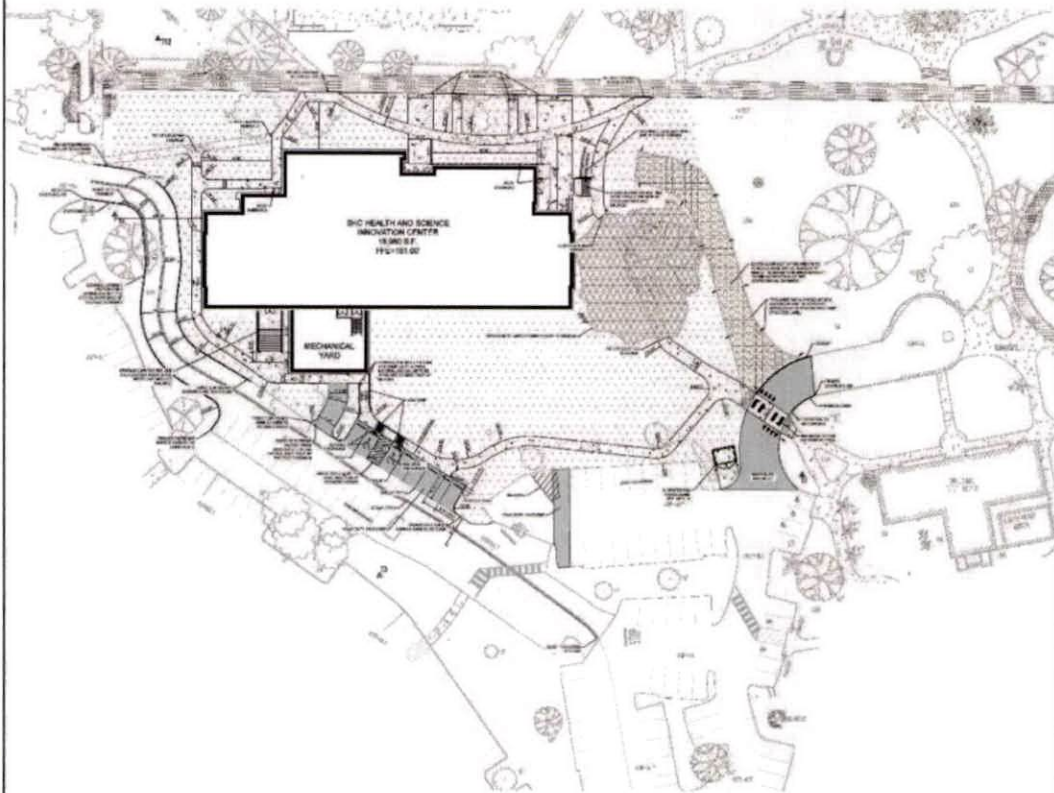


The site plan illustrates the existing building, and area for a proposed building.

APPLICATION NUMBER	12	DATE	December 19, 2024
APPLICANT	Brian Courtney, Spring Hill College (Evan M. Geerts, P.E., Duplantis Design Group, Agent)		
REQUEST	PUD Modification, Planning Approval Modification		



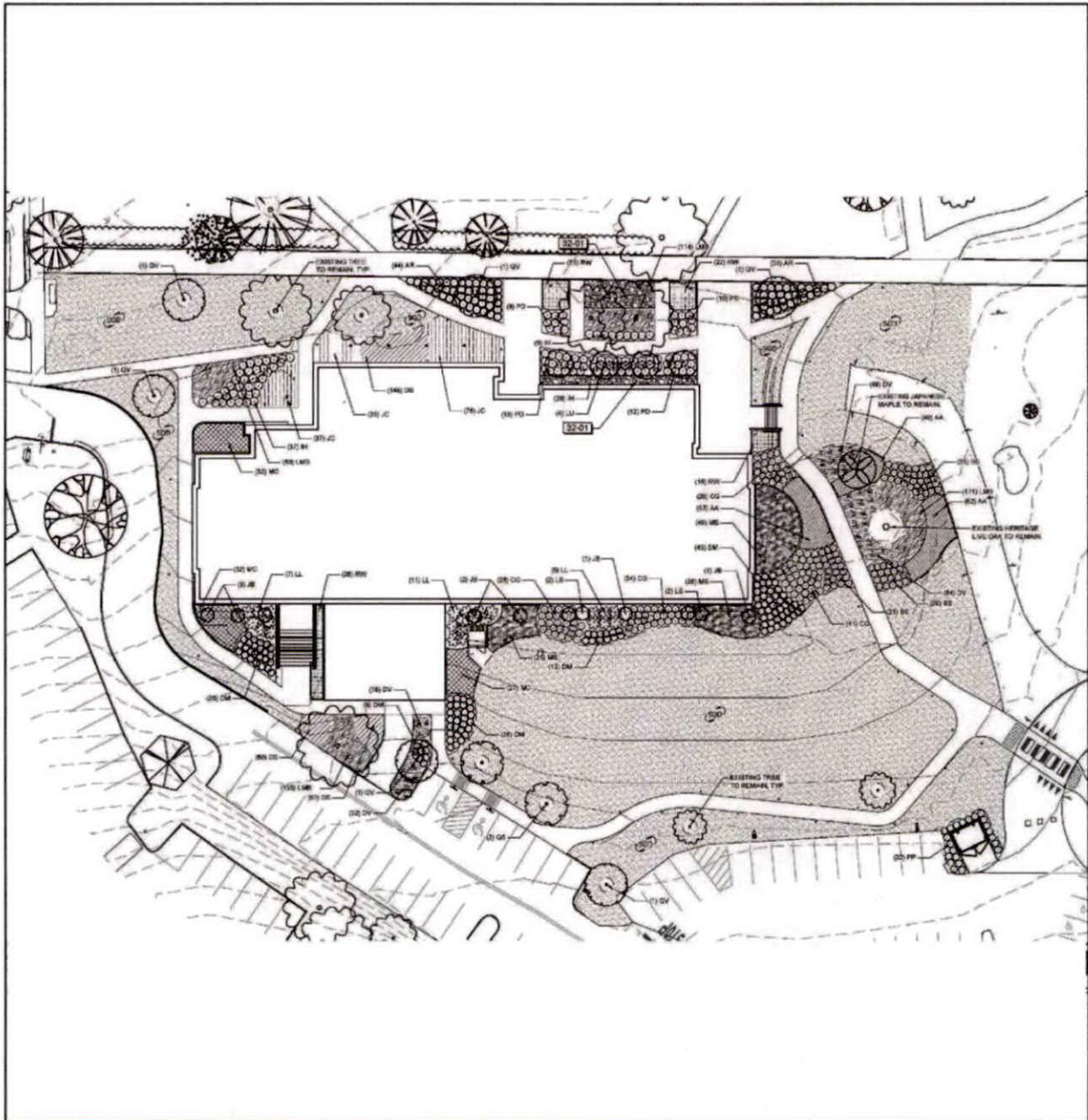
DETAIL SITE PLAN



APPLICATION NUMBER	12	DATE	December 19, 2024
APPLICANT	Brian Courtney, Spring Hill College (Evan M. Geerts, P.E., Duplantis Design Group, Agent)		
REQUEST	PUD Modification, Planning Approval Modification		



DETAIL SITE PLAN



APPLICATION NUMBER 12 DATE December 19, 2024

APPLICANT Brian Courtney, Spring Hill College (Evan M. Geerts, P.E., Duplantis Design Group, Agent)

REQUEST PUD Modification, Planning Approval Modification



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 (WDWU)
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.



MIXED DENSITY RESIDENTIAL (MxDR)

This designation applies mostly to residential areas located between Downtown and the Beltline, where the predominant character is that of a traditional neighborhood laid out on an urban street grid.

These residential areas should offer a mix of single family homes, townhouses, 2- to 4- residential unit buildings, accessory dwellings, and low- and mid-rise multifamily apartment buildings. The density varies between 6 and 10 du/ac, depending on the mix, types, and locations of the housing as specified by zoning.

Like LDR areas, MxDR areas may incorporate compatibly scaled and sited complementary uses such as neighborhood retail and office uses, schools, playgrounds and parks, and churches and other amenities that create a complete neighborhood fabric and provide safe and convenient access to daily necessities.

NEIGHBORHOOD CENTER (NC)

This land use designation applies to smaller hubs of mixed commercial, community, and recreational activity that cater to adjacent residential areas. Many of these centers exist today in some form. Therefore, the following common principles apply not just to the future development of new centers, but also to the redevelopment (wholesale or incremental) of existing centers.

General Principles for Neighborhood Centers:

- › NC should support a limited amount of commercial employment
 - › NC should incorporate some residential use, which may vary in type from detached single family, townhouse, accessory and live-work units in mixed use and low-rise multifamily structures.
 - › The residential density in NC designations –ranging from 4 to 10 du/ac– must be compatible in character with that of surrounding residential development, providing appropriate transitions in height, massing and other buffering from one land use district to the next.
 - › The retail and housing uses should merge around vibrant, compact, accessible nodes, located at key neighborhood intersections or along short road segments.
- › The NC nodes should be connected to the surrounding neighborhood and nearby public uses (e.g., schools, parks, etc.) via well-designed sidewalks and complete streets.

While the above-listed principles are common to all NC districts, the design attributes of neighborhood centers generally vary depending on whether a center is in a more “traditional” or more “suburban” context.

Additional Attributes of Neighborhood Centers:

- › **NC in traditional contexts:** These tend to be in those areas east of the Beltline and correspond to MxDR neighborhoods. In these NCs, buildings should orient to the street, with on-site parking typically pushed to the back of the site. The design qualities of the public realm are emphasized, including the provision of continuous sidewalks, tree canopy, pedestrian amenities, on-street parking and bicycle facilities where appropriate.
- › **NC in suburban contexts:** These generally are located among the LDR land use designations in the areas west of the Beltline. Where they exist, these centers currently have a more pronounced vehicular orientation. Therefore, the emphasis is on retrofitting to improve internal walkability (e.g., through the addition of sidewalks, tree canopy, protection from the elements) and external connectivity to the surrounding areas (via sidewalks, paths and trails, street crossings, transit stops, etc.) and to increase the mix and density of uses (e.g., infill of outparcels, addition of housing, etc.).

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Modification
of a Previously Approved Planned Unit Development
for Property located at 6208 Grotto Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 6, 2022, a public hearing will be held on the 18th day of February, 2025, at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a previously approved Planned Unit Development for property located at 6208 Grotto Road.

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

Sponsored by: Councilmember Gina Gregory

WHEREAS, a Planned Unit Development was approved on June 4, 2015 to amend the Master Plan of an existing college in an R-1, Single-Family Residential Suburban District, on property located at 6208 Grotto Road (Private Street) and described as follows:

COMMENCING AT THE S.E. CORNER OF SECTION 37, T4S-R2W, MOBILE COUNTY ALABAMA; THENCE ALONG THE EAST LINE OF SAID SECTION 37, RUN N 00°45'40"W 1869.12 FEET TO A POINT; THENCE RUN S 89°22'19"W 621.46 FEET TO A POINT; SAID POINT BEING AT THE SOUTHWEST CORNER OF INTERSTATE HIGHWAY NO. 65 AND SOUTH AVENUE; THENCE CONTINUING S 89°22'19"W RUN ALONG THE SOUTH RIGHT OF WAY LINE OF SAID SOUTH AVENUE A DISTANCE OF 610.82 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 10°10'W 535.54 FEET TO A POINT; SAID POINT BEING ON A WESTWARD PROJECTION OF THE SOUTH BOUNDARY LINE OF SPRING HILL BUSINESS PARK, AS RECORDED IN MAP BOOK 56, PAGE 70 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE COURT OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID WESTWARD PROJECTION AND ALONG SAID SOUTH BOUNDARY LINE OF SPRING HILL BUSINESS PARK, RUN S 79°50'E 600.0 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65, RUN S 10°10'W 519.88 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65, RUN N 79°50'W 44.0 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHWESTWARDLY AND HAVING A RADIUS OF 7351.73 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65, RUN SOUTHWESTWARDLY ALONG SAID ARC OF CURVE A DISTANCE OF 264.0 FEET TO THE NORTHEAST CORNER OF COLLEGE

PARK, NORTHWESTERN QUADRANGLE, UNIT TWO AS RECORDED IN MAP BOOK 20, PAGE 61 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RUN N 76°49'W 552.21 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY LINE OF COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RUN N 79°50'W 430.0 FEET TO THE NORTHWEST CORNER OF SAID COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO; THENCE ALONG THE WEST BOUNDARY LINE OF SAID COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RUN AS FOLLOWS: S 10°05'30"W 743.01 FEET, S 64°40'30"W 680.22 FEET, S 24°39'W 27.25 FEET TO A POINT ON THE NORTH TERMINUS OF MONTLIMAR DRAINAGE CANAL; THENCE ALONG SAID NORTH TERMINUS, RUN N 65°21'W 85.0 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID MONTLIMAR DRAINAGE CANAL; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN S 24°39'W 493.80 FEET TO THE P.C. OF A CURVE TO THE LEFT; SAID CURVE HAVING A CENTRAL ANGLE OF 25°00' AND A RADIUS OF 1960.10 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 855.25 FEET TO THE P.T. OF SAID CURVE; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN S 89°39'W 10.0 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN S 00°21'E 220 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF DAUPHIN STREET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF DAUPHIN STREET, RUN WESTWARDLY 1815 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF YESTER OAKS, SECTION NINE AS RECORDED IN MAP BOOK 59, PAGE 64 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE EAST BOUNDARY LINE OF SAID YESTER OAKS, SECTION NINE, RUN N 01°02'30"W 370.0 FEET TO THE NORTHEAST CORNER OF SAID YESTER OAKS, SECTION NINE; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION NINE, RUN N 80°01'20"W 107.34 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION NINE, RUN N 80°01'20"W 107.34 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY LINE OF YESTER OAKS, SECTION NINE, RUN N 88°10'45"W 290.0 FEET TO THE NORTHWEST CORNER OF SAID YESTER OAKS, SECTION NINE; SAID POINT ALSO BEING THE NORTHEAST CORNER OF YESTER OAKS, SECTION FIVE AS RECORDED IN MAP BOOK 17, PAGE 116 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION FIVE, RUN AS FOLLOWS: N 83°55'W 291.76 FEET, N 41°46'W 39.70 FEET, S 87°51'W 180.0 FEET, S 59°36'30"W 158.35 FEET, S 85°47'00"W 180.40 FEET TO A POINT ON THE EAST BOUNDARY LINE OF YESTER OAKS, SECTION FOUR AS RECORDED IN MAP BOOK 17, PAGE 115 OF SAID PROBATE COURT RECORDS; THENCE ALONG SAID EAST BOUNDARY LINE OF YESTER OAKS, SECTION FOUR, RUN N 00°05'45"E 220.0 FEET ON THE NORTHEAST CORNER OF SAID YESTER OAKS, SECTION FOUR; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION FOUR, RUN S 88°57'30"W 150.0 FEET TO A POINT; THENCE RUN N 00°05'45"E 49.75 FEET TO A POINT ON THE EAST BOUNDARY LINE OF SECTION ONE, YESTER OAKS AS RECORDED IN MAP BOOK 9, PAGE 14 OF SAID PROBATE COURT RECORDS; THENCE ALONG SAID EAST BOUNDARY LINE OF SECTION ONE, YESTER OAKS, RUN AS FOLLOWS: N 54°14'40"E 334.01 FEET, N 18°49'40"E 581.56 FEET, N 11°57'42"E 464.43 FEET, N 01°32'18"W 439.09 FEET, N 38°20'11"W 311.20 FEET, N 46°25'06"W 101.34 FEET, N 38°51'41"W 282.85 FEET, N 18°44'44"W 41.40 FEET TO THE NORTHEAST CORNER OF SAID SECTION ONE,

YESTER OAKS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION ONE, YESTER OAKS, RUN N 81°08'14"W 14.22 FEET TO A POINT; SAID POINT BEING THE SOUTHEAST CORNER OF RESUBDIVIDED AND AMENDED PERRY PLACE AS RECORDED IN MAP BOOK 85, PAGE 55 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE EAST BOUNDARY LINE OF SAID RESUBDIVIDED AND AMENDED PERRY PLACE AND A NORTHWARD PROJECTION THEREOF, RUN N 01°13'22"W 550.97 FEET TO A POINT; THENCE RUN S 89°45'22" E 92.30 FEET TO A POINT; THENCE RUN N 00°14'30" E 562.12 FEET TO A POINT; THENCE RUN N 89°53'17" W 96.54 FEET TO A POINT; THENCE RUN N 00°06'43" E 284.53 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN N 66°32'30"E 176.64 FEET TO THE NORTHWEST CORNER OF A.N.B. SUBDIVISION AS RECORDED IN MAP BOOK 35, PAGE 50 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE WEST BOUNDARY LINE OF SAID A.N.B. SUBDIVISION, RUN S 20°33'E 183.03 FEET TO THE SOUTHWEST CORNER OF SAID A.N.B. SUBDIVISION; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID A.N.B. SUBDIVISION, RUN N 66°32'30"E 166.94 FEET TO THE SOUTHEAST CORNER OF SAID A.N.B. SUBDIVISION; THENCE ALONG THE EAST BOUNDARY LINE OF SAID A.N.B. SUBDIVISION, RN N 08°12'E 214.74 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN N 66°32'30"E 422.72 FEET OF THE P.C. OF A CURVE TO THE RIGHT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE TO A POINT WHICH BEARS N 71°50'E 148.46 FEET FROM THE LAST DESCRIBED POINT; THENCE RUN S 00°01'43" E 442.52 FEET TO A POINT; THENCE RUN N 88°55'44" E 950.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF COLLEGE LANE; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF COLLEGE LANE RUN S 00°21'15" E 492.23 FEET; THENCE RUN N 89°38'45" E 40.0 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF COLLEGE LANE; THENCE ALONG SAID EAST RIGHT OF WAY LINE RUN N 00°02'15" W 492.93 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF LOYOLA LANE RUN N 89°20'45" E 476.78 FEET; THENCE RUN S 00°21'15" E 503.97 FEET TO A POINT; THENCE RUN N 89°22'19" E 2586.42 FEET TO THE POINT OF BEGINNING. CONTAINING 353 ACRES, MORE OR LESS.

ALSO: LOTS 19, 20, 21, 22 & 23, COLLEGE PARK NORTHWESTERN QUADRANGLE, UNIT TWO ACCORDING TO PLAT RECORDED IN MAP BOOK 20, PAGE 61 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, ALSO LOT 24 A, COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RESUBDIVISION OF LOTS 24 AND 27 AS PER PLAT RECORDED IN MAP BOOK 69, PAGE 44 OF SAID PROBATE COURT RECORDS, CONTAINING 11.0191 ACRES.

WHEREAS, the owner of said property applied for a Major Modification of the Planned Unit Development (PUD) on November 18, 2024, allowing the expansion of an existing college in an R-1, Single-Family Residential Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on December 19, 2024 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Provision of a note on the PUD site plan stating the site will maintain compliance with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;

2. Revision of the site plan to indicate a compliant enclosure for the dumpster;
3. Provision of a note on the Final Planning PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Compliance with all Engineering comments noted in the staff report;
5. Compliance with all Traffic Engineering comments noted in the staff report;
6. Compliance with all Urban Forestry comments noted in the staff report;
7. Compliance with all Fire Department comments noted in the staff report;
8. Provision of a revised PUD site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
9. 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. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration 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. Provision of a note on the PUD site plan stating the site will maintain compliance with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
2. Revision of the site plan to indicate a compliant enclosure for the dumpster;
3. 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;
4. Compliance with all Engineering comments noted in the staff report;
5. Compliance with all Traffic Engineering comments noted in the staff report;
6. Compliance with all Urban Forestry comments noted in the staff report;
7. Compliance with all Fire Department comments noted in the staff report;
8. Provision of a revised PUD site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
9. 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 synopsisized 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 18th day of February, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 22nd day of January, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 6208 Grotto Road (Private Street). The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on June 4, 2015. The owner of said property has applied for a Major Modification of the PUD amending the Master Plan of an existing college in an R-1, Single-Family Residential Suburban District. If approved, the major modification amending the Master Plan of an existing college in an R-1, Single-Family Residential Suburban District is subject to the following proposed conditions: 1. Provision of a note on the PUD site plan stating the site will maintain compliance with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC; 2. Revision of the site plan to indicate a compliant enclosure for the dumpster; 3. 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; 4. Compliance with all Engineering comments noted in the staff report; 5. Compliance with all Traffic Engineering comments noted in the staff report; 6. Compliance with all Urban Forestry comments noted in the staff report; 7. Compliance with all Fire Department comments noted in the staff report; 8. Provision of revised PUD site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan. (hard copy and pdf) to Planning and Zoning; and, 9. 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

Sponsored by: Councilmember Gina Gregory

WHEREAS, a Planned Unit Development was approved on June 4, 2015 to amend the Master Plan of an existing college in an R-1, Single-Family Residential Suburban District, on property located at 6208 Grotto Road (Private Street) and described as follows:

COMMENCING AT THE S.E. CORNER OF SECTION 37, T4S-R2W, MOBILE COUNTY ALABAMA; THENCE ALONG THE EAST LINE OF SAID SECTION 37, RUN N 00°45'40"W 1869.12 FEET TO A POINT; THENCE RUN S 89°22'19"W 621.46 FEET TO A POINT; SAID POINT BEING AT THE SOUTHWEST CORNER OF INTERSTATE HIGHWAY NO. 65 AND SOUTH AVENUE; THENCE CONTINUING S 89°22'19"W RUN ALONG THE SOUTH RIGHT OF WAY LINE OF SAID SOUTH AVENUE A DISTANCE OF 610.82 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 10°10'W 535.54 FEET TO A POINT; SAID POINT BEING ON A WESTWARD PROJECTION OF THE SOUTH BOUNDARY LINE OF SPRING HILL BUSINESS PARK, AS RECORDED IN MAP BOOK 56, PAGE 70 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE COURT OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID WESTWARD PROJECTION AND ALONG SAID SOUTH BOUNDARY LINE OF SPRING HILL BUSINESS PARK, RUN S 79°50'E 600.0 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65, RUN S 10°10'W 519.88 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65, RUN N 79°50'W 44.0 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHWESTWARDLY AND HAVING A RADIUS OF 7351.73 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65, RUN SOUTHWESTWARDLY ALONG SAID ARC OF CURVE A DISTANCE OF 264.0 FEET TO THE NORTHEAST CORNER OF COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO AS RECORDED IN MAP BOOK 20, PAGE 61 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RUN N 76°49'W 552.21 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY LINE OF COLLEGE PARK , NORTHWESTERN QUADRANGLE, UNIT TWO, RUN N 79°50'W 430.0 FEET TO THE NORTHWEST CORNER OF SAID COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO; THENCE ALONG THE WEST BOUNDARY LINE OF SAID COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RUN AS FOLLOWS: S 10°05'30"W 743.01 FEET, S 64°40'30"W 680.22 FEET, S 24°39'W 27.25 FEET TO A POINT ON THE NORTH TERMINUS OF MONTLIMAR DRAINAGE

CANAL; THENCE ALONG SAID NORTH TERMINUS, RUN N 65°21'W 85.0 FEET TO A POINT ON THE WEST RIGHT OF RIGHT OF WAY LINE OF SAID MONTLIMAR DRAINAGE CANAL; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN S 24°39'W 493.80 FEET TO THE P.C. OF A CURVE TO THE LEFT; SAID CURVE HAVING A CENTRAL ANGLE OF 25°00' AND A RADIUS OF 1960.10 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 855.25 FEET TO THE P.T. OF SAID CURVE; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN S 89°39'W 10.0 FEET TO APPOINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN S 00°21'E 220 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF DAUPHIN STREET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF DAUPHIN STREET, RUN WESTWARDLY 1815 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF YESTER OAKS, SECTION NINE AS RECORDED IN MAP BOOK 59, PAGE 64 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE EAST BOUNDARY LINE OF SAID YESTER OAKS, SECTION NINE, RUN N 01°02'30"W 370.0 FEET TO THE NORTHEAST CORNER OF SAID YESTER OAKS, SECTION NINE; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION NINE, RUN N 80°01'20"W 107.34 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION NINE, RUN N 80°01'20"W 107.34 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY LINE OF YESTER OAKS, SECTION NINE, RUN N 88°10'45"W 290.0 FEET TO THE NORTHWEST CORNER OF SAID YESTER OAKS, SECTION NINE; SAID POINT ALSO BEING THE NORTHEAST CORNER OF YESTER OAKS, SECTION FIVE AS RECORDED IN MAP BOOK 17, PAGE 116 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION FIVE, RUN AS FOLLOWS: N 83°55'W 291.76 FEET, N 41°46'W 39.70 FEET, S 87°51'W 180.0 FEET, S 59°36'30"W 158.35 FEET, S 85°47'00"W 180.40 FEET TO A POINT ON THE EAST BOUNDARY LINE OF YESTER OAKS, SECTION FOUR AS RECORDED IN MAP BOOK 17, PAGE 115 OF SAID PROBATE COURT RECORDS; THENCE ALONG SAID EAST BOUNDARY LINE OF YESTER OAKS, SECTION FOUR, RUN N 00°05'45"E 220.0 FEET ON THE NORTHEAST CORNER OF SAID YESTER OAKS, SECTION FOUR; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION FOUR, RUN S 88°57'30"W 150.0 FEET TO A POINT; THENCE RUN N 00°05'45"E 49.75 FEET TO A POINT ON THE EAST BOUNDARY LINE OF SECTION ONE, YESTER OAKS AS RECORDED IN MAP BOOK 9, PAGE 14 OF SAID PROBATE COURT RECORDS; THENCE ALONG SAID EAST BOUNDARY LINE OF SECTION ONE, YESTER OAKS, RUN AS FOLLOWS: N 54°14'40"E 334.01 FEET, N 18°49'40"E 581.56 FEET, N 11°57'42"E 464.43 FEET, N 01°32'18"W 439.09 FEET, N 38°20'11"W 311.20 FEET, N 46°25'06"W 101.34 FEET, N 38°51'41" 282.85 FEET, N 18°44'44"W 41.40 FEET TO THE NORTHEAST CORNER OF SAID SECTION ONE, YESTER OAKS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION ONE, YESTER OAKS, RUN N 81°08'14"W 14.22 FEET TO A POINT; SAID POINT BEING THE SOUTHEAST CORNER OF RESUBDIVIDED AND

AMENDED PERRY PLACE AS RECORDED IN MAP BOOK 85, PAGE 55 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE EAST BOUNDARY LINE OF SAID RESUBDIVIDED AND AMENDED PERRY PLACE AND A NORTHWARD PROJECTION THEREOF, RUN N 01°13'22"W 550.97 FEET TO A POINT; THENCE RUN S 89°45'22" E 92.30 FEET TO A POINT; THENCE RUN N 00°14'30" E 562.12 FEET TO A POINT; THENCE RUN N 89°53'17" W 96.54 FEET TO A POINT; THENCE RUN N 00°06'43" E 284.53 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN N 66°32'30"E 176.64 FEET TO THE NORTHWEST CORNER OF A.N.B. SUBDIVISION AS RECORDED IN MAP BOOK 35, PAGE 50 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE WEST BOUNDARY LINE OF SAID A.N.B. SUBDIVISION, RUN S 20°33'E 183.03 FEET TO THE SOUTHWEST CORNER OF SAID A.N.B. SUBDIVISION; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID A.N.B. SUBDIVISION, RUN N 66°32'30"E 166.94 FEET TO THE SOUTHEAST CORNER OF SAID A.N.B. SUBDIVISION; THENCE ALONG THE EAST BOUNDARY LINE OF SAID A.N.B. SUBDIVISION, RUN N 08°12'E 214.74 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN N 66°32'30"E 422.72 FEET OF THE P.C. OF A CURVE TO THE RIGHT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE TO A POINT WHICH BEARS N 71°50'E 148.46 FEET FROM THE LAST DESCRIBED POINT; THENCE RUN S 00°01'43" E 442.52 FEET TO A POINT; THENCE RUN N 88°55'44" E 950.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF COLLEGE LANE; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF COLLEGE LANE RUN S 00°21'15" E 492.23 FEET; THENCE RUN N 89°38'45" E 40.0 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF COLLEGE LANE; THENCE ALONG SAID EAST RIGHT OF WAY LINE RUN N 00°02'15" W 492.93 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF LOYOLA LANE RUN N 89°20'45" E 476.78 FEET; THENCE RUN S 00°21'15" E 503.97 FEET TO A POINT; THENCE RUN N 89°22'19" E 2586.42 FEET TO THE POINT OF BEGINNING. CONTAINING 353 ACRES, MORE OR LESS.

ALSO: LOTS 19, 20, 21, 22 & 23, COLLEGE PARK NORTHWESTERN QUADRANGLE, UNIT TWO ACCORDING TO PLAT RECORDED IN MAP BOOK 20, PAGE 61 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, ALSO LOT 24 A, COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RESUBDIVISION OF LOTS 24 AND 27 AS PER PLAT RECORDED IN MAP BOOK 69, PAGE 44 OF SAID PROBATE COURT RECORDS, CONTAINING 11.0191 ACRES.

WHEREAS, the owner of said property applied for a Major Modification of the Planned Unit Development (PUD) on November 18, 2024, allowing the expansion of an existing college in an R-1, Single-Family Residential Suburban District.

WHEREAS, the Planning Commission held a public hearing on the requested Major Modification on December 19, 2024 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Provision of a note on the PUD site plan stating the site will maintain compliance with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
2. Revision of the site plan to indicate a compliant enclosure for the dumpster;
3. Provision of a note on the Final Planning PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Compliance with all Engineering comments noted in the staff report;
5. Compliance with all Traffic Engineering comments noted in the staff report;
6. Compliance with all Urban Forestry comments noted in the staff report;
7. Compliance with all Fire Department comments noted in the staff report;
8. Provision of a revised PUD site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
9. 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. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
- G. Shall not be detrimental or endanger the public health, safety or general welfare.
- H. Benefits Consideration. In addition, consideration 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. Provision of a note on the PUD site plan stating the site will maintain compliance with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
2. Revision of the site plan to indicate a compliant enclosure for the dumpster;
3. 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;

4. Compliance with all Engineering comments noted in the staff report;
5. Compliance with all Traffic Engineering comments noted in the staff report;
6. Compliance with all Urban Forestry comments noted in the staff report;
7. Compliance with all Fire Department comments noted in the staff report;
8. Provision of a revised PUD site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
9. 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

**Brian Courtney, Spring Hill College
(Even M. Geerts, P.E., Duplantis Design Group, Agent)
6208 Grotto Road (Private Street)
Council District 7
Gina Gregory**



THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT
MOBILE CITY PLANNING COMMISSION

January 3, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

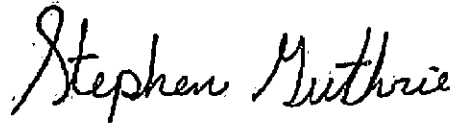
The Mobile City Planning Commission at its meeting on December 19, 2024, considered the request of Brian Courtney, Spring Hill College, for a Major Modification of a previously approved Planned Unit Development (PUD) amending the Master Plan of an existing college in an R-1, Single-Family Residential Suburban District for the property located at 6208 Grotto Road (Private Street).

After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Provision of a note on the PUD site plan stating the site will maintain compliance with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
2. Revision of the site plan to indicate a compliant enclosure for the dumpster;
3. Provision of a note on the Final Planning PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Compliance with all Engineering comments noted in the staff report;
5. Compliance with all Traffic Engineering comments noted in the staff report;
6. Compliance with all Urban Forestry comments noted in the staff report;
7. Compliance with all Fire Department comments noted in the staff report;
8. Provision of a revised PUD site plan for review by Planning and Zoning prior to recording, and provision of a copy of the recorded site plan (hard copy and pdf) to Planning and Zoning; and,
9. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

A handwritten signature in black ink that reads "Stephen Guthrie". The signature is written in a cursive style with a large initial 'S'.

Stephen Guthrie
Deputy Director, Planning & Zoning Department

dla
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION
December 26, 2024
"CORRECTED"

Brian Courtney, CPA, CMA – SHC CFO
Spring Hill College
4000 Dauphin Street
Mobile, Alabama 36608

Re: 6208 Grotto Road (Private Street)
MOD-003148-2024
Brian Courtney, Spring Hill College (Evan Geerts, P.E., Duplantis Design Group, Agent)
District 7
Major Modification of a previously approved Planned Unit Development amending the Master Plan
of an existing college in an R-1, Single-Family Residential Suburban District

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

At its meeting on December 19, 2024, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following Findings of Fact to support modification of the previously approved Planned Unit Development:

- a. The request is consistent with all applicable requirements of this Chapter;
- b. The request is compatible with the character of the surrounding neighborhood;
- c. The request will not impede the orderly development and improvement of surrounding property;
- d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- 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.

As such, the Planning Commission voted to recommend approval of the Major Planned Unit Development Modification to the City Council, subject to the following conditions:

1. Provision of a note on the Planning Approval and PUD site plans stating the site will maintain compliance with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
2. Revision of the site plan to indicate a compliant enclosure for the dumpster;
3. Provision of a note on the Final Planning Approval and PUD site plans stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
4. Compliance with all Engineering comments noted in the staff report;
5. Compliance with all Traffic Engineering comments noted in the staff report;
6. Compliance with all Urban Forestry comments noted in the staff report;
7. Compliance with all Fire Department comments noted in the staff report;
8. Provision of revised Planning Approval and PUD site plans for review by Planning and Zoning prior to recording, and provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
9. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **\$957.60**. 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.

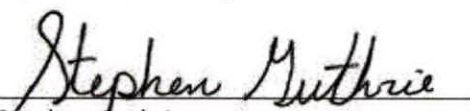
Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Jennifer Denson, Secretary

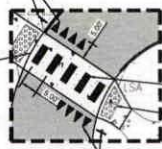
By: 
Stephen Guthrie
Deputy Director of Planning and Zoning

COMMENCING AT THE S.E. CORNER OF SECTION 37, T4S-R2W, MOBILE COUNTY ALABAMA; THENCE ALONG THE EAST LINE OF SAID SECTION 37, RUN N 00°45'40"W 1869.12 FEET TO A POINT; THENCE RUN S 89°22'19"W 621.46 FEET TO A POINT; SAID POINT BEING AT THE SOUTHWEST CORNER OF INTERSTATE HIGHWAY NO. 65 AND SOUTH AVENUE; THENCE CONTINUING S 89°22'19"W RUN ALONG THE SOUTH RIGHT OF WAY LINE OF SAID SOUTH AVENUE A DISTANCE OF 610.82 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE RUN S 10°10'W 535.54 FEET TO A POINT; SAID POINT BEING ON A WESTWARD PROJECTION OF THE SOUTH BOUNDARY LINE OF SPRING HILL BUSINESS PARK, AS RECORDED IN MAP BOOK 56, PAGE 70 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE COURT OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID WESTWARD PROJECTION AND ALONG SAID SOUTH BOUNDARY LINE OF SPRING HILL BUSINESS PARK, RUN S 79°50'E 600.0 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID INTERSTATE HIGHWAY NO. 65; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65, RUN S 10°10'W 519.88 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65, RUN N 79°50'W 44.0 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHWESTWARDLY AND HAVING A RADIUS OF 7351.73 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 65, RUN SOUTHWESTWARDLY ALONG SAID ARC OF CURVE A DISTANCE OF 264.0 FEET TO THE NORTHEAST CORNER OF COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO AS RECORDED IN MAP BOOK 20, PAGE 61 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RUN N 76°49'W 552.21 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY LINE OF COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RUN N 79°50'W 430.0 FEET TO THE NORTHWEST CORNER OF SAID COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO; THENCE ALONG THE WEST BOUNDARY LINE OF SAID COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RUN AS FOLLOWS: S 10°05'30"W 743.01 FEET, S 64°40'30"W 680.22 FEET, S 24°39'W 27.25 FEET TO A POINT ON THE NORTH TERMINUS OF MONTLIMAR DRAINAGE CANAL; THENCE ALONG SAID NORTH TERMINUS, RUN N 65°21'W 85.0 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID MONTLIMAR DRAINAGE CANAL; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN S 24°39'W 493.80 FEET TO THE P.C. OF A CURVE TO THE LEFT; SAID CURVE HAVING A CENTRAL ANGLE OF 25°00' AND A RADIUS OF 1960.10 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 855.25 FEET TO THE P.T. OF SAID CURVE; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN S 89°39'W 10.0 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN S 00°21'E 220 FEET, MORE OR LESS, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF DAUPHIN STREET; THENCE ALONG SAID NORTH RIGHT OF WAY LINE OF DAUPHIN STREET, RUN WESTWARDLY 1815 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF YESTER OAKS, SECTION NINE AS RECORDED IN MAP BOOK 59, PAGE 64 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE EAST BOUNDARY LINE OF SAID YESTER OAKS, SECTION NINE, RUN N 01°02'30"W 370.0 FEET TO THE NORTHEAST CORNER OF SAID YESTER OAKS, SECTION NINE; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION NINE, RUN N 80°01'20"W 107.34 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION NINE, RUN N 80°01'20"W 107.34 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH BOUNDARY LINE OF YESTER OAKS, SECTION NINE, RUN N 88°10'45"W 290.0 FEET TO THE NORTHWEST CORNER OF SAID YESTER OAKS, SECTION NINE; SAID POINT ALSO BEING THE NORTHEAST CORNER OF YESTER OAKS, SECTION FIVE AS RECORDED IN MAP BOOK 17, PAGE 116 OF SAID

PROBATE COURT RECORDS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION FIVE, RUN AS FOLLOWS: N 83°55'W 291.76 FEET, N 41°46'W 39.70 FEET, S 87°51'W 180.0 FEET, S 59°36'30"W 158.35 FEET, S 85°47'00"W 180.40 FEET TO A POINT ON THE EAST BOUNDARY LINE OF YESTER OAKS, SECTION FOUR AS RECORDED IN MAP BOOK 17, PAGE 115 OF SAID PROBATE COURT RECORDS; THENCE ALONG SAID EAST BOUNDARY LINE OF YESTER OAKS, SECTION FOUR, RUN N 00°05'45"E 220.0 FEET ON THE NORTHEAST CORNER OF SAID YESTER OAKS, SECTION FOUR; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID YESTER OAKS, SECTION FOUR, RUN S 88°57'30"W 150.0 FEET TO A POINT; THENCE RUN N 00°05'45"E 49.75 FEET TO A POINT ON THE EAST BOUNDARY LINE OF SECTION ONE, YESTER OAKS AS RECORDED IN MAP BOOK 9, PAGE 14 OF SAID PROBATE COURT RECORDS; THENCE ALONG SAID EAST BOUNDARY LINE OF SECTION ONE, YESTER OAKS, RUN AS FOLLOWS: N 54°14'40"E 334.01 FEET, N 18°49'40"E 581.56 FEET, N 11°57'42"E 464.43 FEET, N 01°32'18"W 439.09 FEET, N 38°20'11"W 311.20 FEET, N 46°25'06"W 101.34 FEET, N 38°51'41" 282.85 FEET, N 18°44'44"W 41.40 FEET TO THE NORTHEAST CORNER OF SAID SECTION ONE, YESTER OAKS; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION ONE, YESTER OAKS, RUN N 81°08'14"W 14.22 FEET TO A POINT; SAID POINT BEING THE SOUTHEAST CORNER OF RESUBDIVIDED AND AMENDED PERRY PLACE AS RECORDED IN MAP BOOK 85, PAGE 55 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE EAST BOUNDARY LINE OF SAID RESUBDIVIDED AND AMENDED PERRY PLACE AND A NORTHWARD PROJECTION THEREOF, RUN N 01°13'22"W 550.97 FEET TO A POINT; THENCE RUN S 89°45'22" E 92.30 FEET TO A POINT; THENCE RUN N 00°14'30" E 562.12 FEET TO A POINT; THENCE RUN N 89°53'17" W 96.54 FEET TO A POINT; THENCE RUN N 00°06'43" E 284.53 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN N 66°32'30"E 176.64 FEET TO THE NORTHWEST CORNER OF A.N.B. SUBDIVISION AS RECORDED IN MAP BOOK 35, PAGE 50 OF SAID PROBATE COURT RECORDS; THENCE ALONG THE WEST BOUNDARY LINE OF SAID A.N.B. SUBDIVISION, RUN S 20°33'E 183.03 FEET TO THE SOUTHWEST CORNER OF SAID A.N.B. SUBDIVISION; THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID A.N.B. SUBDIVISION, RUN N 66°32'30"E 166.94 FEET TO THE SOUTHEAST CORNER OF SAID A.N.B. SUBDIVISION; THENCE ALONG THE EAST BOUNDARY LINE OF SAID A.N.B. SUBDIVISION, RN N 08°12'E 214.74 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN N 66°32'30"E 422.72 FEET OF THE P.C. OF A CURVE TO THE RIGHT; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD, RUN NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE TO A POINT WHICH BEARS N 71°50'E 148.46 FEET FROM THE LAST DESCRIBED POINT; THENCE RUN S 00°01'43" E 442.52 FEET TO A POINT; THENCE RUN N 88°55'44" E 950.52 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF COLLEGE LANE; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF COLLEGE LANE RUN S 00°21'15" E 492.23 FEET; THENCE RUN N 89°38'45" E 40.0 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF COLLEGE LANE; THENCE ALONG SAID EAST RIGHT OF WAY LINE RUN N 00°02'15" W 492.93 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LOYOLA LANE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF LOYOLA LANE RUN N 89°20'45" E 476.78 FEET; THENCE RUN S 00°21'15" E 503.97 FEET TO A POINT; THENCE RUN N 89°22'19" E 2586.42 FEET TO THE POINT OF BEGINNING. CONTAINING 353 ACRES, MORE OR LESS.

ALSO: LOTS 19, 20, 21, 22 & 23, COLLEGE PARK NORTHWESTERN QUADRANGLE, UNIT TWO ACCORDING TO PLAT RECORDED IN MAP BOOK 20, PAGE 61 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, ALSO LOT 24 A, COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT TWO, RESUBDIVISION OF LOTS 24 AND 27 AS PER PLAT RECORDED IN MAP BOOK 69, PAGE 44 OF SAID PROBATE COURT RECORDS, CONTAINING 11.0191 ACRES.

811

Know what's below.
Call before you dig.W11-2 SIGN, W11-7P
PLAQUE & YIELD LINES 5'
FROM CROSSWALKFLUSH SIDEWALK
WITH DETECTABLE
WARNING STRIPS
(BOTH ENDS)DETAIL "A"
1" = 30'**TREE PROTECTION NOTE:**

SEE EROSION CONTROL AND DETAIL SHEETS FOR TREE PROTECTION. EXTREME CAUTION SHALL BE TAKEN WHEN WORKING IN PROXIMITY OF ALL TREES WHICH ARE TO REMAIN. CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL CITY REQUIREMENTS AND NOTIFICATIONS TO THE URBAN FORESTER WHEN REQUIRED. USE OF A CERTIFIED ARBORIST WHEN WORKING WITHIN THE CRITICAL ROOT ZONES OF ALL TREES TO REMAIN IS REQUIRED.

SITE PLAN NOTES:

1. CONTRACTOR SHALL REFER TO ARCHITECTURAL & MEIP PLANS FOR EXACT LOCATIONS & DIMENSIONS OF BUILDING, ARCHITECTURE, SIDEWALKS, EXIT PORCHES, RAMPS, TRUCK DOCKS, & EXACT BUILDING UTILITY SERVICE ENTRANCE LOCATIONS AT THE BUILDING.
2. ALL UNPAVED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL, SEED, MULCH, OR SOIL & WATERED UNTIL A HEALTHY STAND OF GRASS IS OBTAINED AS INDICATED ON THE LANDSCAPING PLAN.
3. PROPERTY & TOPOGRAPHIC SURVEY WAS PREPARED ON OCTOBER 10, 2024 BY WATTEY SURVEYING, INC.
4. CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING BENCHMARKS.
5. PRIOR TO THE START OF CONSTRUCTION ACTIVITIES THE CONTRACTOR MUST CALL 811 AND THE LOCAL UTILITY PROVIDERS TO HAVE ALL UTILITIES MARKED WITHIN THE PROJECT AREA. AFTER UTILITIES ARE MARKED, THE CONTRACTOR SHALL PERFORM A PLAIN IN HAND WALK THRU OF THE ENTIRE PROJECT AREA AND SHALL CONTACT THE CIVIL ENGINEER IMMEDIATELY IF THERE ARE ANY DEVIATIONS IN THE LOCATIONS OF EXISTING UTILITIES SHOWN IN THE PLAN AND/OR THE PRESENCE OF UTILITIES THAT ARE NOT SHOWN IN THE PLAN.
6. CONTRACTOR SHALL REFER TO ARCHITECT'S PLANS & SPECIFICATIONS FOR ENTRY LOCATION OF ALL WATER, SEWER SERVICE, ELECTRICAL, TELEPHONE & GAS SERVICE. CONTRACTOR SHALL COORDINATE INSTALLATION OF UTILITIES IN SUCH A MANNER AS TO AVOID CONFLICTS & ASSURE PROPER DEPTHS ARE ACHIEVED AS WELL AS COORDINATING WITH THE REGULATORY AGENCY AS TO THE LOCATION & RE-INTERCONNECTIONS TO THEIR FACILITIES.
7. ALL DIMENSIONS SHOWN TO BUILDING ARE TO OUTSIDE FACE OF BUILDING AS PROVIDED BY THE PROJECT ARCHITECT.
8. ALL NECESSARY PERMITS & APPROVALS FROM AGENCIES GOVERNING THE CONSTRUCTION OF THIS WORK SHALL BE SECURED PRIOR TO BEGINNING CONSTRUCTION.
9. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL AREAS INDICATED TO REMAIN UNDISTURBED OR TO REMAIN AS BUFFERS AND ALL PROPERTY MARKERS. CONTRACTOR SHALL REPLACE ALL PINS ELIMINATED OR DAMAGED DURING CONSTRUCTION.
10. CONTRACTOR IS RESPONSIBLE FOR REPAIRS OR DAMAGE TO ANY EXISTING IMPROVEMENTS DURING CONSTRUCTION, SUCH AS, BUT NOT LIMITED TO: DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURBS, ETC. REPAIRS SHALL BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS.
11. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF ALL UNDERGROUND UTILITIES WITH HIS WORK. ALL UNDERGROUND UTILITIES (WATER, SANITARY SEWER, STORM SEWER, ELECTRICAL, CONDUIT, IRRIGATION SYSTEMS, & ANY OTHER MISC. UTILITIES) SHALL BE IN PLACE PRIOR TO THE PLACEMENT OF BASE COURSE MATERIAL & THE PLACEMENT OF ANY APPROPRIATE SOIL STABILIZATION TECHNIQUE.
12. CONTRACTOR SHALL MATCH EXISTING PAVEMENT IN GRADE & ALIGNMENT AT TIE-IN LOCATIONS.
13. ALL WORK SHOWN SHALL BE DONE IN ACCORDANCE WITH CONSTRUCTION DOCUMENTS.
14. ALL STRIPING LOCATED ON SITE SHALL COMPLY WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES LATEST EDITION UNLESS OTHERWISE NOTED. STRIPING IMPROVEMENTS LOCATED WITHIN THE ROAD RIGHT OF WAY (CURRENT OR PROPOSED FUTURE) SHALL COMPLY WITH THE REQUIREMENTS OF THE JURISDICTION.
15. ANY WORK IN THE RIGHT OF WAY SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF MOBILE AND/OR THE ALABAMA DEPARTMENT OF TRANSPORTATION & DEVELOPMENT'S STANDARD DRAWINGS & SPECIFICATIONS (WHICHEVER IS MORE STRINGENT AND AS DIRECTED BY THE OWNER).
16. THE PROPERTIES SHOWN HEREIN LIE WITHIN ZONE X (UNSHADED) ACCORDING TO FLOOD AREAS OF INSURANCE RATE MAPS PUBLISHED BY F.E.M.A. COMMUNITY PANEL NO. 09070201L DATED 06/05/2020.
17. DIMENSIONS ARE TO FACE OF CURB UNLESS NOTED OTHERWISE.
18. CONTRACTOR SHALL SUBMIT A SIDEWALK AND PAVEMENT JOINT PLAN FOR OWNER APPROVAL AS A SUBMITTAL.



SPRING HILL HEALTH AND SCIENCE INNOVATION CENTER
100% CONSTRUCTION DOCUMENTS

SPRING HILL COLLEGE
 6208 GROTTO ROAD, MOBILE, AL 36608
 23-081

ENGINEER OF RECORD

DDG

3703 OLD SHELL ROAD
 MOBILE, AL 36608
 251.930.5891

ISSUE DATE

11/15/2024

REVISIONS

NO. DATE DESCRIPTION

PROJECT NUMBER

WBA: 23-081.00

DDG: 23-1673

DRAWING TITLE

SITE PLAN

SCALE IN FEET

20 10 0 20

SHEET NUMBER

C-1

QUANTITIES NOTED ON PLANS ARE OFFERED AS A CONVENIENCE TO THE CONTRACTOR FOR BID PURPOSES ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES AND REPORT ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT.

WAS
DESIGN

landscape architects

www.was-design.com



SPRING HILL COLLEGE
6208 GROTT ROAD, MOBILE, AL 36608
23-081

EDIP

BLACKSTOCK
ARCHITECTS
WILLIAMS

2204 FIRST AVENUE SOUTH SUITE 200
BIRMINGHAM, ALABAMA 35203

11/15/2024

REF: 2006:	
NO	DATE
	DESCRIPTION

DATE	REVISION

PROJECT NUMBER:

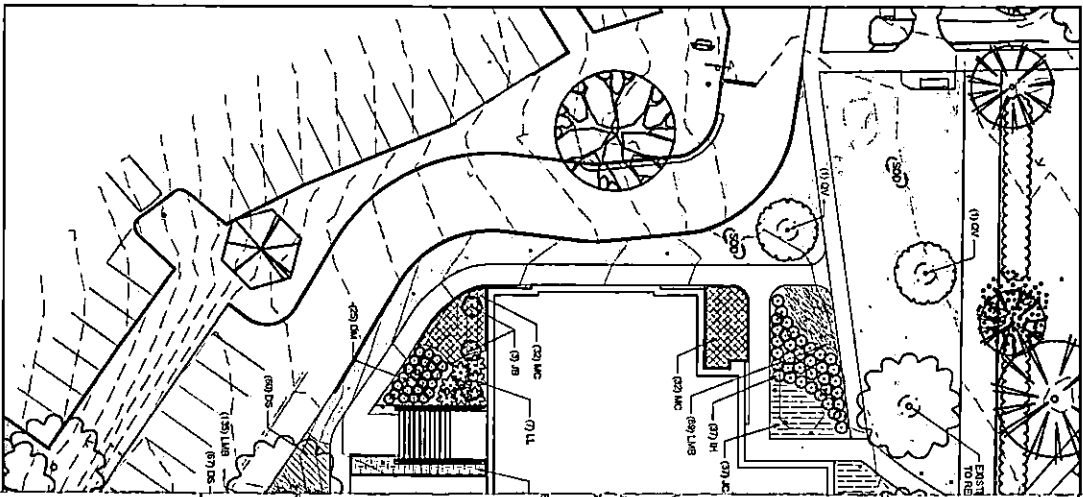
23-081

DRAWING TITLE

LANDSCAPE
PLANTING PLAN

SMER? MURDLO

LP100



1 LANDSCAPE PLANTING PLAN

Exercice 1.° = 20°



November 18, 2024

Dear City of Mobile,

City of Mobile
Planning & Zoning

DDG, on behalf of Spring Hill College, is submitting this PUD modification request. The requested modifications include the demolition of Walsh Hall and replacement with a new Health and Science Innovation Center. The proposed modifications are detailed further in the PUD plan, site plan, and accompanying application and checklist.

Spring Hill College -
Health and Science
Innovation Center

The proposed modifications are a re-development of existing developed area. The modifications will not only enhance the attractiveness of the campus both aesthetically and in program facilities, but will project the same attractiveness for the City of Mobile. All modifications are well within the internal areas of the campus and are not expected to have aesthetic or operational impacts on adjacent properties.

DDG Project #23-1673

Should you require any additional information, please do not hesitate to contact us.

Sincerely,

Evan M. Geerts, PE
Duplantis Design Group, PC



Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**

Checklist A

☐ **Planned Development**

Checklist C

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments**

Checklist B

☒ **Previously approved Planning Approvals or Planned Unit Development**

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	Brian Courtney, CPA, CMA - SHC CFO	Evan M. Geerts, P.E.
Firm:	Spring Hill College	Duplantis Design Group
Phone:	251-380-2255	251.930.5891
Email:	bcourtney@shc.edu	egeerts@ddgpc.com
Address:	4000 Dauphin Street, Mobile, AL 36608	3703 Old Shell Rd, Mobile, AL 36608

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

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Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

	Owner	Design Professional
Name:	Brian Courtney, CPA, CMA - SHC CFO	Evan M. Geerts, P.E.
Firm:	Spring Hill College	Duplantis Design Group
Phone:	251-380-2255	251.930.5891
Email:	bcourtney@shc.edu	egeerts@ddgpc.com
Address:	4000 Dauphin Street, Mobile, AL 36608	3703 Old Shell Rd, Mobile, AL 36608

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

6208 Grotto Rd, Mobile, AL 36608

2.81 ac

Property Address

Property Area (acres or square feet)

2806373000024.000

Parcel Number(s) or Key Number(s)

B-1 & R-1

N/A

Present Zoning or Transect District

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.

Brian Courtney
Digitally signed by Brian Courtney
Date: 2024.11.12 13:32:17 -06'00'
Owner Signature

11/12/24
Date

Brian Courtney
Digitally signed by Brian Courtney
Date: 2024.11.12 13:42:37 -06'00'
Applicant or Agent Signature (if applicable)

11/12/24
Date

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

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

Brian Courtney
Digitally signed by Brian Courtney
Date: 2024.11.12 13:33:45 -06'00'
Applicant or Agent Signature

11/12/24
Date

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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 comprehensive plan encourages redevelopment. The existing building is blighted and not in use. Demolition and reconstruction will not only improve the character of the community, but it will enhance the experience which the Spring Hill College campus provides to the City of Mobile.

Institutional

Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

This project would provide a new institutional building in place of a vacant building. The use remains educational which is consistent with the surrounding College campus.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

This redevelopment will have no impact on adjacent properties. It is surrounded by other institutional buildings and contained within an established campus.

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

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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 existing building, Walsh Hall, is being demolished. The proposed building will be approximately 68' feet tall.

☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)
A conceptual landscape plan is included. However, note that this building is within the confines of the overall Spring Hill College Campus.

☐ Lighting:
Lighting will be provided but will not impact adjacent properties.

☐ Hours of operation:

☐ Other conditions that are unique to the use of the property:
This property is within the Spring Hill Campus and is unique in its lack of impacts to adjacent properties due to it's internal location.

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 demolition project will provide remediation of existing environmental issues. No other detrimental effects are anticipated by the proposed redevelopment.

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.

It provides the ability to add a state of the art institutional building in the location of a vacant building which enhance the character of the community and attractiveness of Mobile as a destination for education and living.

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Revised February 2023



Corporate Letter of Authorization

I, Brian Courtney, 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 Spring Hill College, a corporation for the property located within the city limits of Mobile, Alabama at 6208 Grotto Rd. Mobile, AL 36608.

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.

Evan Geerts, Duplantis Design Group
Designee (1)

egeerts@ddgpc.com
Email

251.930.5891
Phone Number

Signature of Company Owner

Designee (2)

Email

Phone Number

11/18/2024
Date



Plan Submission Contact Information

Name of Project Spring Hill College - Health and Science Innovation Center

Address 6280 Grotto Road, Mobile, AL 36608

Owner Spring Hill College, Attn: Brian Courtney, CFO

Address 4000 Dauphin St, Mobile, AL Zip Code 36608

Phone 251-380-2255 Fax _____ Email bcourtney@shc.edu

Authorized Agent Dupantis Design Group

Address 3703 Old Shell Road, Mobile, AL Zip Code 36608

Phone 251-930-5891 Fax _____ Email egeerts@ddgpc.com

Contractor TBD

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer Same as Agent

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Architect WBA

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

Evan M. Geerts

Signature

Print

11-18-2024

Engineer and Agent

Date

Affiliation to project/Organization

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JOYCE P BAKER
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MOBILE, AL 36608

BARTER MICHAEL G & SUSAN S BARTER
446 CLUBHOUSE DR
FAIRHOPE, AL 36532

BEAN PROPERTIES LLC
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BEDSOLE
310 LONG CT
MOBILE, AL 36609

BITTNER RENEE A & LAFFRE R CHERI
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CAMDEN, SC 29020

BMAX LLC
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MOBILE, AL 36608

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ELIZABETH B BREVARD AS
3766 SOUTH RHONDA DR
MOBILE, AL 36608

BRIDGES PAUL E & MARY
110 MYRTLE WOOD LN
MOBILE, AL 36608

CAZALAS DAVID A
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MOBILE, AL 36608

CLARK LARRY WINSTON &
KATHLEEN MARIE CLARK
15 LITTLE GATE WAY
KINGSTON, GA 30145

COLLINS HOMER R
P O BOX 376
MOBILE, AL 36601

COOK'S LANDING AT
BON SECOUR LLC
3755 MORDECAI LN
MOBILE, AL 36608

CREEL BRUCE & EVA CREEL
3762 MOFFETT RD STE E
MOBILE, AL 36618

CROFT JAMES STEVEN &
THERESA A THOMPSON
4009 OLD SHELL RD APT E7
MOBILE, AL 36608

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12307 MARGUERITE DR
CODEN, AL 36523

DIAZ MARIA T
4009 OLD SHELL RD APT E20
MOBILE, AL 36608

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4009 OLD SHELL RD APT C13
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LILLIAN, AL 36549

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JAMES K HUFFSTUTLER JR
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JACKSON ROBERT G &
WINIFRED S JACKSON
4009 OLD SHELL RD APT E9
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MOBILE, AL 36608

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238 ROLLING HILL DR
DAPHNE, AL 36526

LURSEN KATHLEEN
4009 OLD SHELL RD APT B12
MOBILE, AL 36608

MAGGARD DELOIS C
4009 OLD SHELL RD APT E3
MOBILE, AL 36608

MCCOY AMY MCDUFFIE
30846 PARAPET CT
SPANISH FORT, AL 36527

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BUNNIE S MCDANIEL
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MCLEOD ELIZABETH SUZANNE
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MOBILE, AL 36608

MCRAE BRENDA C
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MOBILE, AL 36608

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MOBILE, AL 36608

MIRROR LAKE RAQUET CLUB
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MOBILE, AL 36604

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MCDONOUGH, GA 30252

MJDM LIVING TRUST
OF AUGUST 4, 2020
4009 OLD SHELL RD APT A5
MOBILE, AL 36608

ORLEANS FAMILY LLC
4009 OLD SHELL RD APT C22
MOBILE, AL 36608

PIERCE MICHAEL TRAVIS
140 SECRETARIAT PL
MADISON, AL 35756

POND SUE CALDWELL
4009 OLD SHELL RD APT C21
MOBILE, AL 36608

PRINGLE ANNA BELL
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MOBILE, AL 36608

RADCLIFF VIRGINIA STINSON
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MOBILE, AL 36608

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MOBILE, AL 36608

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211 LEVERT AVE
MOBILE, AL 36607

RTD DEVELOPERS LLC
3851 OLD SHELL RD
MOBILE, AL 36608

SAINT PAULS EPISCOPAL
161 DOGWOOD LN
MOBILE, AL 36608

SAINT PAULS EPISCOPAL
3811 OLD SHELL RD
MOBILE, AL 36608

SAINT PAULS EPISCOPAL
4051 OLD SHELL RD
MOBILE, AL 36608

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MOBILE, AL 36609

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SHELLY MAY SCOTT
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MOBILE, AL 36608

SLEDGE ANNE T
121 RIDGELAWN DR E
MOBILE, AL 36608

SMITH BRENT M &
KENDALL S SMITH
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MOBILE, AL 36608

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MICHAEL ELY
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BRIAN COURTNEY c/o
SPRING HILL COLLEGE
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MOBILE, AL 36608

SPRING HILL COLLEGE PRESIDENT &
TRUSTEES OF THE
4000 DAUPHIN ST
MOBILE, AL 36608

SPRINGHILL MANOR, LLC
740 MUSEUM DR
MOBILE, AL 36608

STOUT PAMELA N
AS TRUSTEE OF THE PAMELA N
3235 MCRAE DR
MOBILE, AL 36695

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WHETROCK LLC
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MEAGHER LEE
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WILHELM DAVID A &
GREER M WILHELM
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MOBILE, AL 36689

WILRAN NUMBER FIVE LLC
7 YESTER PL
MOBILE, AL 36608

WIZARD PROPERTIES LLC
89 TUTHILL LN
MOBILE, AL 36608

DUPLANTIS DESIGN GROUP, P.C.
3703 OLD SHELL RD
MOBILE, AL 36608



Agenda Item # 12
MOD-003155-2024 & MOD-003148-2024

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

[**Applicant Materials for Consideration – Planning Approval Modification**](#)

[**Applicant Materials for Consideration – Planned Unit Development Modification**](#)

DETAILS

Location:
6208 Grotto Road (Private Street)

Applicant / Agent:
Brian Courtney, Spring Hill College (Evan M. Geerts,
P.E., Duplantis Design Group, Agent)

Property Owner:
Spring Hill College

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

Future Land Use:
Institutional, Mixed Density Residential, and
Traditional Neighborhood Center

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

- Schedule for Development:**
- Not provided.

- Proposal:**
- Modification of a previously approved Planning Approval
 - Modification of a previously approved Planned Unit Development

- Considerations:**
1. Modification of a previously approved Planning Approval with ten (10) conditions; and
 2. Modification of a previously approved Planned Unit Development with ten (10) conditions.

Report Contents:	Page
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Commission Considerations	5
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PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by schools, and residential and commercial units.

APPLICATION NUMBER <u>12</u> DATE <u>December 19, 2024</u>	 NTS
APPLICANT <u>Brian Courtney, Spring Hill College (Evan M. Geerts, P.E., Duplantis Design Group, Agent)</u>	
REQUEST <u>PUD Modification, Planning Approval Modification</u>	

SITE HISTORY

The site has been before the Planning Commission several times for Planned Unit Development approval to allow multiple buildings on a single property with shared access and parking, as well as Planning Approvals to allow a college to be located in an R-1 District. The site was most recently before the Planning Commission on June 4, 2015.

There have been no Board of Zoning Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

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:

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-sprinklered commercial buildings, within 600' of sprinklered commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

The applicant is proposing the demolition of an existing building, and the construction of a new building in the same location. Detailed descriptions of the request are available via the links on page 1 of this report.

The site is surrounded by properties that are mostly zoned R-1, Single Family Residential Suburban District and developed residentially. There is also St. Paul's Episcopal School, zoned R-1, which abuts the site, in addition to various commercially zoned and developed sites.

The site plan depicts the existing development, the proposed new building, and eight (8) additional parking spaces. The location of the proposed structure is interior to the existing college, and will comply with all setback and buffer requirements. The application states that 11 parking spaces are to be removed with the demolition of the existing building, making for a total loss of three (3) parking spaces, as proposed. If approved, the site plan should be revised to indicate that the site will still have a compliant amount of parking spaces overall.

A previously approved tree and landscape area plan is on file with the Planning and Zoning Department and will need to be amended to reflect the additional building and parking spaces. The revised plan should be submitted at the time requests for permits are made, and notes should be placed on the Planning Approval and PUD site plans stating the site will maintain compliance with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC.

A dumpster is illustrated on the site plan. If approved, a complaint enclosure for the dumpster should be indicated on the site plan.

It should be noted that future development or redevelopment of the site may require additional modifications of the Planning Approval and PUD 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.

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:

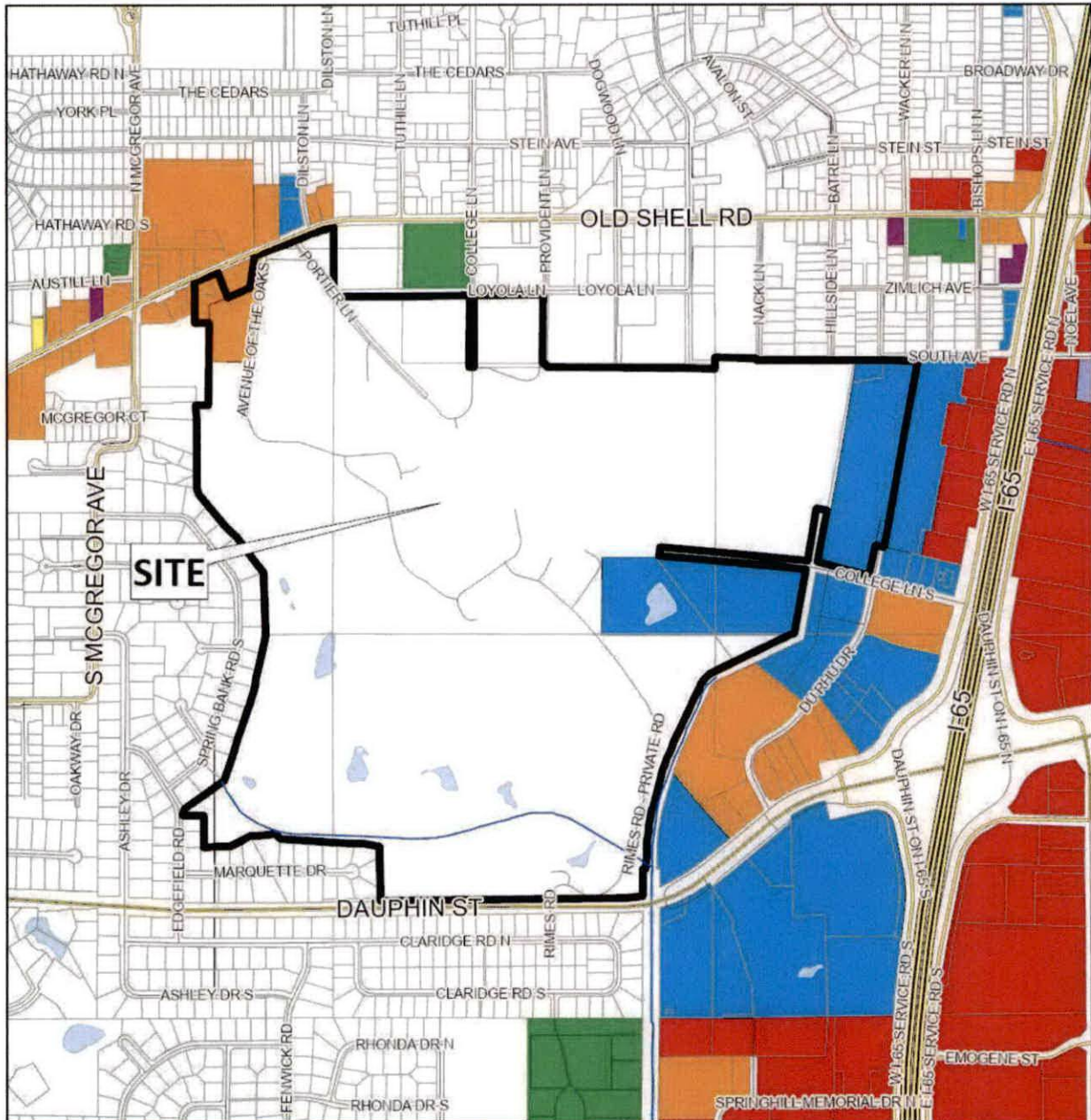
1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working 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.

Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planning Approval / Planned Unit Development, the following conditions should apply:

1. Provision of a note on the Planning Approval and PUD site plans stating the site will maintain compliance with the tree planting and landscape area requirements of Article 3, Section 64-3-7 of the UDC;
2. Revision of the site plan to indicate a complaint enclosure for the dumpster;
3. Revision of the site plan to indicate that the site will have a compliant amount of parking overall;
4. Provision of a note on the Final Planning Approval and PUD site plans stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
5. Compliance with all Engineering comments noted in this staff report;
6. Compliance with all Traffic Engineering comments noted in this staff report;
7. Compliance with all Urban Forestry comments noted in this staff report;
8. Compliance with all Fire Department comments noted in this staff report;
9. Provision of revised Planning Approval and PUD site plans for review by Planning and Zoning prior to recording, and provision of copies of the recorded site plans (hard copy and pdf) to Planning and Zoning; and,
10. Full compliance with all municipal codes and ordinances.

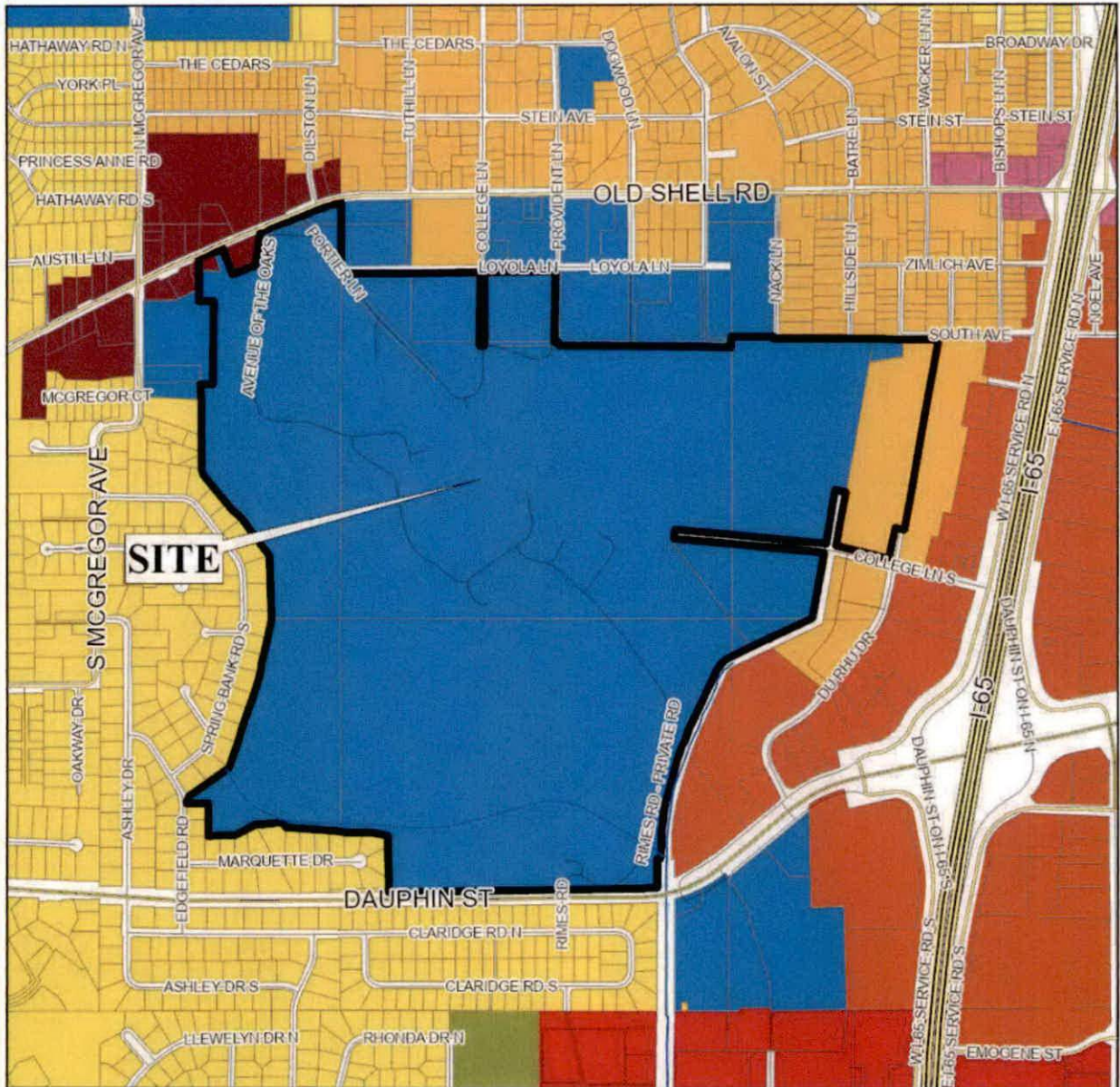
LOCATOR ZONING MAP



APPLICATION NUMBER 12 DATE December 19, 2024
 APPLICANT Brian Courtney, Spring Hill College (Evan M. Geerts, P.E., Duplantis Design Group, Agent)
 REQUEST PUD Modification, Planning Approval Modification



FLUM LOCATOR MAP



APPLICATION NUMBER 12 DATE December 19, 2024

APPLICANT Brian Courtney, Spring Hill College (Evan M. Geerts, P.E., Duplantis Design Group, Agent)

REQUEST PUD Modification, Planning Approval 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	



[illegible]

APPLICATION NUMBER 12 DATE December 19, 2024

APPLICANT Brian Courtney, Spring Hill College (Evan M. Geerts, P.E., Duplantis Design Group, Agent)

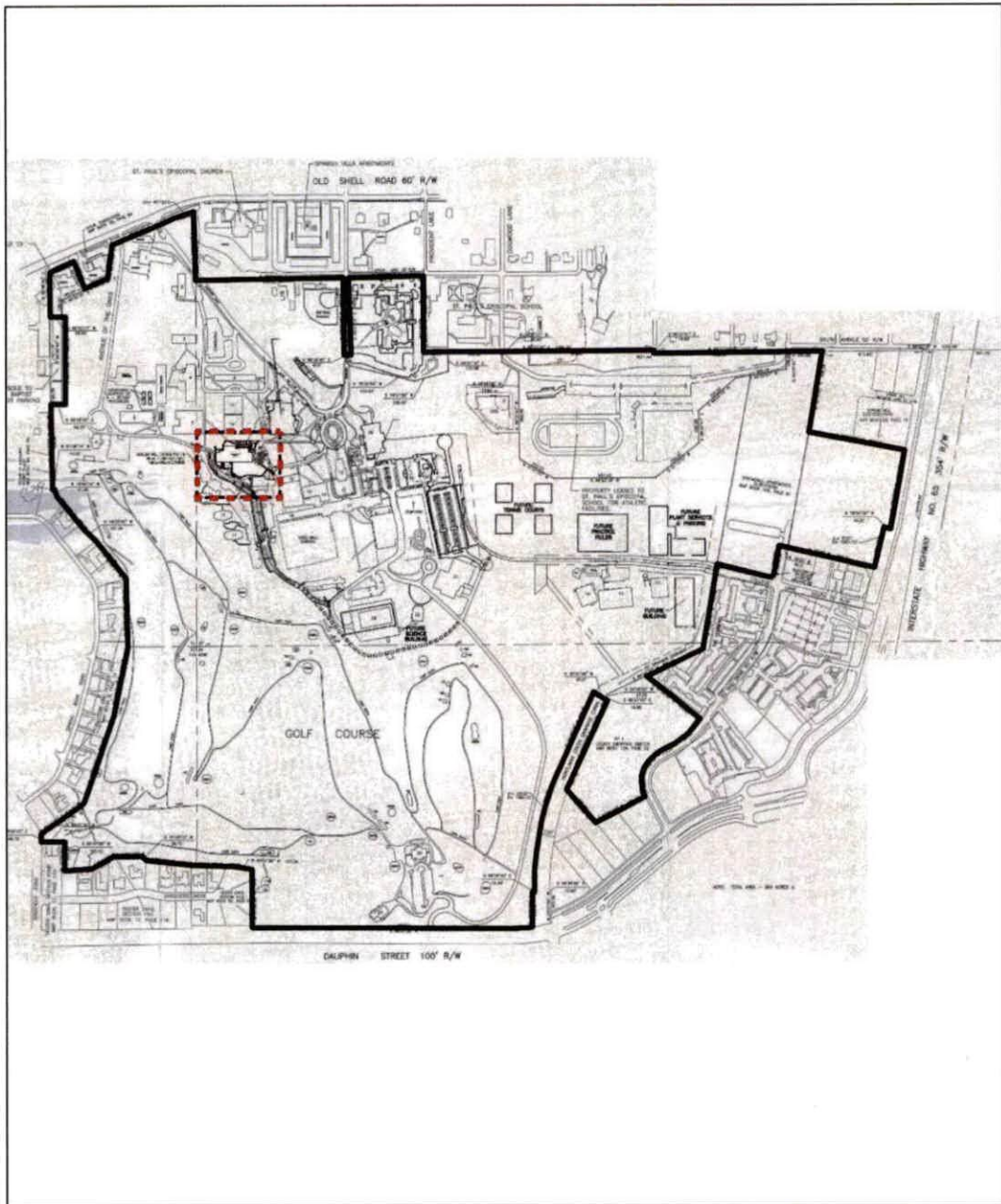
REQUEST PUD Modification, Planning Approval Modification

 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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SITE PLAN

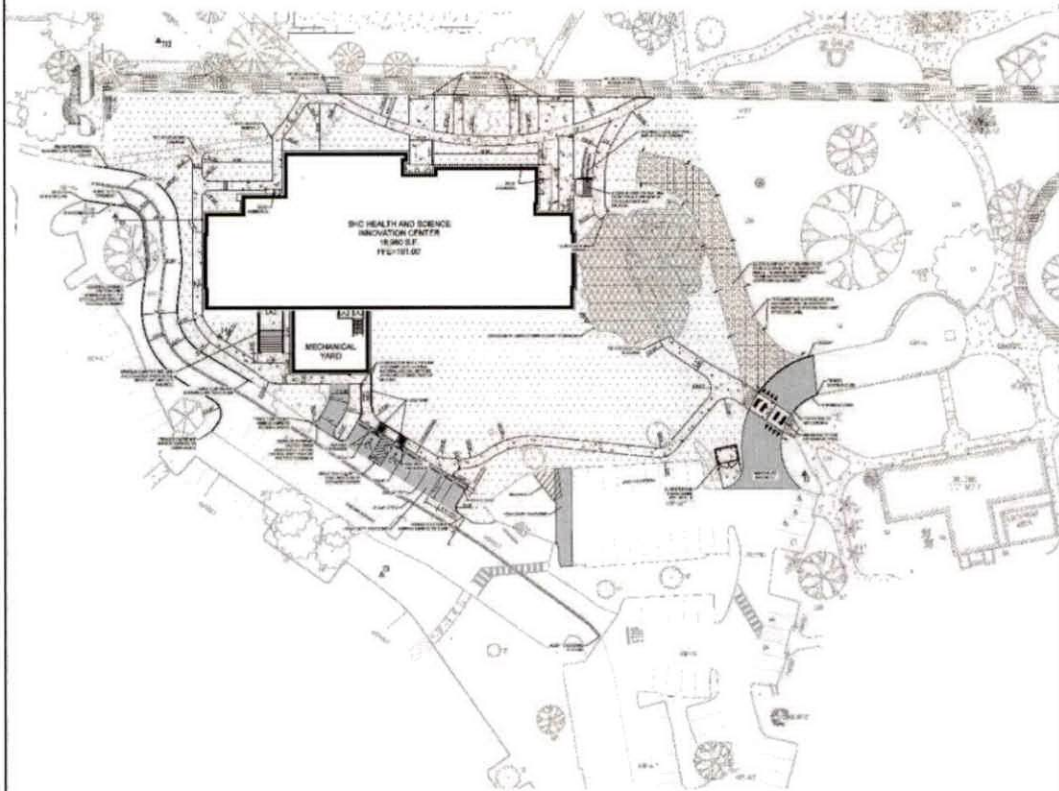


The site plan illustrates the existing building, and area for a proposed building.

APPLICATION NUMBER	12	DATE	December 19, 2024
APPLICANT	Brian Courtney, Spring Hill College (Evan M. Geerts, P.E., Duplantis Design Group, Agent)		
REQUEST	PUD Modification, Planning Approval Modification		



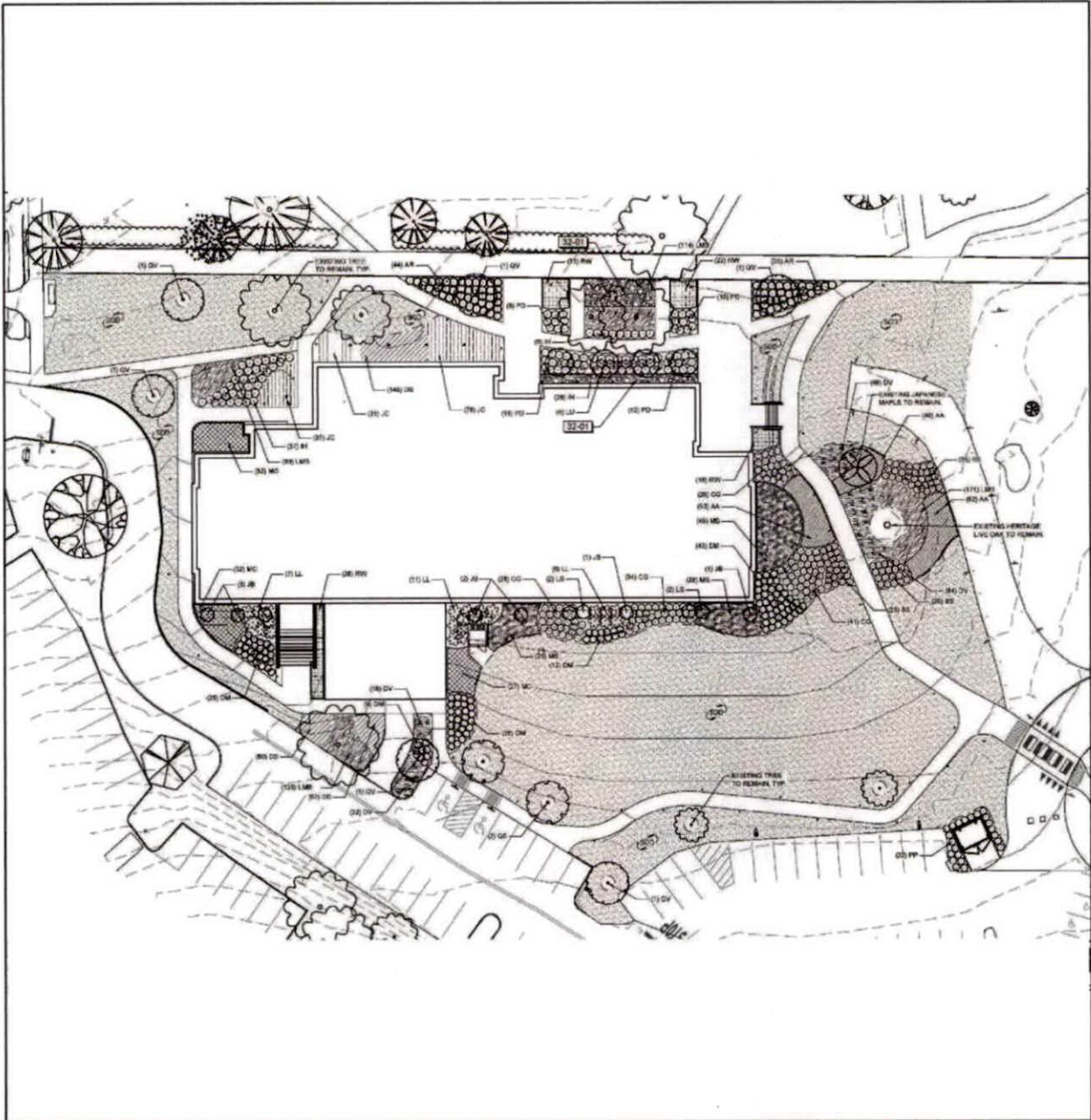
DETAIL SITE PLAN



APPLICATION NUMBER 12 DATE December 19, 2024
APPLICANT Brian Courtney, Spring Hill College (Evan M. Geerts, P.E., Duplantis Design Group, Agent)
REQUEST PUD Modification, Planning Approval Modification



DETAIL SITE PLAN



APPLICATION NUMBER 12 DATE December 19, 2024

APPLICANT Brian Courtney, Spring Hill College (Evan M. Geerts, P.E., Duplantis Design Group, Agent)

REQUEST PUD Modification, Planning Approval Modification



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.

MIXED DENSITY RESIDENTIAL (MxDR)

This designation applies mostly to residential areas located between Downtown and the Beltline, where the predominant character is that of a traditional neighborhood laid out on an urban street grid.

These residential areas should offer a mix of single family homes, townhouses, 2- to 4- residential unit buildings, accessory dwellings, and low- and mid-rise multifamily apartment buildings. The density varies between 6 and 10 du/ac, depending on the mix, types, and locations of the housing as specified by zoning.

Like LDR areas, MxDR areas may incorporate compatibly scaled and sited complementary uses such as neighborhood retail and office uses, schools, playgrounds and parks, and churches and other amenities that create a complete neighborhood fabric and provide safe and convenient access to daily necessities.

NEIGHBORHOOD CENTER (NC)

This land use designation applies to smaller hubs of mixed commercial, community, and recreational activity that cater to adjacent residential areas. Many of these centers exist today in some form. Therefore, the following common principles apply not just to the future development of new centers, but also to the redevelopment (wholesale or incremental) of existing centers.

General Principles for Neighborhood Centers:

- › NC should support a limited amount of commercial employment
 - › NC should incorporate some residential use, which may vary in type from detached single family, townhouse, accessory and live-work units in mixed use and low-rise multifamily structures.
 - › The residential density in NC designations –ranging from 4 to 10 du/ac— must be compatible in character with that of surrounding residential development, providing appropriate transitions in height, massing and other buffering from one land use district to the next.
 - › The retail and housing uses should merge around vibrant, compact, accessible nodes, located at key neighborhood intersections or along short road segments.
- › The NC nodes should be connected to the surrounding neighborhood and nearby public uses (e.g., schools, parks, etc.) via well-designed sidewalks and complete streets.

While the above-listed principles are common to all NC districts, the design attributes of neighborhood centers generally vary depending on whether a center is in a more “traditional” or more “suburban” context.

Additional Attributes of Neighborhood Centers:

- › **NC in traditional contexts:** These tend to be in those areas east of the Beltline and correspond to MxDR neighborhoods. In these NCs, buildings should orient to the street, with on-site parking typically pushed to the back of the site. The design qualities of the public realm are emphasized, including the provision of continuous sidewalks, tree canopy, pedestrian amenities, on-street parking and bicycle facilities where appropriate.
- › **NC in suburban contexts:** These generally are located among the LDR land use designations in the areas west of the Beltline. Where they exist, these centers currently have a more pronounced vehicular orientation. Therefore, the emphasis is on retrofitting to improve internal walkability (e.g., through the addition of sidewalks, tree canopy, protection from the elements) and external connectivity to the surrounding areas (via sidewalks, paths and trails, street crossings, transit stops, etc.) and to increase the mix and density of uses (e.g., infill of outparcels, addition of housing, etc.).

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF
UP TO \$250,000,000 PRINCIPAL AMOUNT OF
GENERAL OBLIGATION WARRANTS, SERIES 2025A**

Adopted by

the

City Council of the City of Mobile

on

February 25, 2025

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**AN ORDINANCE AUTHORIZING THE ISSUANCE OF
UP TO \$250,000,000 PRINCIPAL AMOUNT OF
GENERAL OBLIGATION WARRANTS, SERIES 2025A**

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF MOBILE, ALABAMA, as follows:

ARTICLE 1

Definitions and Other Provisions of General Application

SECTION 1.1 Definitions

For all purposes of this ordinance, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the meaning indicated:

“Acquisition Costs” shall mean costs of acquiring, constructing and installing the Warrant-Financed Facilities, including (a) the purchase of all easements, rights-of-way, and land and all engineering, legal and other expenses incidental to such acquisition, construction, and installation of the Warrant-Financed Facilities, and (b) any rebate or yield reduction payments due to the United States Treasury with respect to the Series 2025A Warrants pursuant to Section 148 of the Internal Revenue Code.

“Acquisition Fund” shall mean the fund by that name established pursuant to Article 8.

“Authorized City Representative” shall mean the Mayor or the Executive Director of Finance of the City or any other officer or agent of the City authorized by the City's governing body to act as "Authorized City Representative".

“Beneficial Owner” shall have the meaning assigned in Section 3.11 for the Series 2025A Warrants.

“Book-Entry Only System” shall have the meaning assigned in Section 3.11 for the Series 2025A Warrants.

“Business Day” shall mean any day other than a Saturday, a Sunday or a day on which the Paying Agent is required or authorized to be closed under general law or regulation applicable in the place of the Principal Office of the Paying Agent.

“City” shall mean the City of Mobile, Alabama, a municipal organization organized under the laws of the State of Alabama.

“Continuing Disclosure Agreement” shall mean the Continuing Disclosure Agreement executed and delivered by the City in connection with the issuance of the Series 2025A Warrants.

“Debt Service” shall mean the principal, premium (if any) and interest payable on the Series 2025A Warrants.

“Debt Service Fund” shall mean the fund established pursuant to Article 6.

“Defaulted Interest” shall have the meaning stated in Section 3.8.

"Definitive Terms Certificate" shall have the meaning stated in Section 3.2(h).

“**DTC**” shall have the meaning assigned in Section 3.11 for the Series 2025A Warrants.

“**Economic Development Amendment**” means Section 94.01 of the Constitution of Alabama of 2022, which is also known as Amendment No. 772 to the Constitution of Alabama of 2022.

“**Enabling Law**” shall mean Section 11-47-2 and Section 11-81-4 of the Code of Alabama (1975), as amended.

“**Favorable Tax Opinion**” shall mean an Opinion of Counsel stating in effect that the proposed action, together with any other changes with respect to the Series 2025A Warrants made or to be made in connection with such action, will not cause interest on the Series 2025A Warrants to become includible in gross income of the Holders for purposes of federal income taxation.

“**Federal Securities**” shall mean direct obligations of, or obligations the payment of which is guaranteed by, the United States of America.

“**Financing Participants**” shall mean the City and the Paying Agent.

“**Fiscal Year**” shall mean the fiscal year of the City, as established from time to time by applicable law.

“**Holder**” when used with respect to any Series 2025A Warrant shall mean (1) if the Book-Entry Only System is not in effect, the person in whose name such Series 2025A Warrant is registered in the Warrant Register and (2) if the Book-Entry Only System is in effect, the Beneficial Owner of such Series 2025A Warrant on the records maintained pursuant to the Book-Entry Only System.

“**Interest Payment Date**”, when used with respect to any installment of interest on a Series 2025A Warrant, shall mean the date specified in such Series 2025A Warrant as the fixed date on which such installment of interest is due and payable.

“**Internal Revenue Code**” shall mean whichever of the following shall be applicable in the context: the Internal Revenue Code of 1954, as amended; the Internal Revenue Code of 1986, as amended; and the transition rules of related legislation.

“**Opinion of Counsel**” shall mean an opinion from an attorney or firm of attorneys with experience in the matters to be covered in the opinion. Except as otherwise expressly provided in this ordinance, the attorney or attorneys rendering such opinion may be counsel for one or more of the Financing Participants.

“**Outstanding**”, when used with respect to Series 2025A Warrants, shall mean, as of the date of determination, all Series 2025A Warrants authenticated and delivered under this ordinance, except:

(1) Series 2025A Warrants cancelled by the Paying Agent or delivered to the Paying Agent for cancellation,

(2) Series 2025A Warrants for whose payment or redemption money in the necessary amount has been deposited with the Paying Agent for the Holders of such Series 2025A Warrants, provided that, if such Series 2025A Warrants are to be redeemed, notice of such redemption has been duly given pursuant to this ordinance or provision therefor satisfactory to the Paying Agent has been made; and

(3) Series 2025A Warrants in exchange for or in lieu of which other Series 2025A Warrants have been authenticated and delivered under this ordinance.

“Paying Agent” shall mean the agent of the City appointed as such pursuant to Section 3.10 for the purpose of paying Debt Service on the Series 2025A Warrants.

“Post-Default Rate” shall mean the interest rates borne by the Series 2025A Warrants. Interest at the Post-Default Rate shall be computed on the basis of an assumed year of 360 days with 12 months of 30 days each.

“Principal Office of the Paying Agent” shall mean the office where the Paying Agent maintains its principal corporate trust office in the State of Alabama.

“Principal Payment Date”, when used with respect to any Series 2025A Warrant, shall mean the date specified in such Series 2025A Warrant as the fixed date on which the principal of such Series 2025A Warrant is due and payable.

“Qualified Investments” shall mean:

- (1) Federal Securities,
- (2) An interest in any trust or fund that invests solely in Federal Securities or repurchase agreements with respect to Federal Securities, and
- (3) A certificate of deposit issued by, or other interest-bearing deposit with, any bank organized under the laws of the United States of America or any state thereof, provided that (i) such bank has capital, surplus and undivided profits of not less than \$25,000,000, (ii) such deposit is insured by the Federal Deposit Insurance Corporation or (iii) such deposit is secured by pledging Federal Securities having a market value (exclusive of accrued interest) not less than the face amount of such deposit (less the amount of such deposit insured by the Federal Deposit Insurance Corporation).

“Regular Record Date” for the interest payable on any Interest Payment Date on the Series 2025A Warrants shall mean the date specified in Section 3.8.

“Series 2025A Warrants” shall mean the City’s General Obligation Warrants, Series 2025A, authenticated and delivered pursuant to this ordinance.

“Special Record Date” for the payment of any Defaulted Interest on Series 2025A Warrants shall mean the date fixed by the Paying Agent pursuant to Section 3.8.

“Successful Bidder” shall mean the firm or firms whose bid to purchase the Series 2025A Warrants is accepted by the City.

“Taxable” shall mean that, for purposes of federal income taxation, interest on the Series 2025A Warrants is includible in the gross income of any Holder thereof for any reason. Interest on the Series 2025A Warrants shall not be deemed “Taxable” because interest is includible in any calculation of income for purposes of an alternative minimum tax, a foreign branch profits tax or any other type of taxation other than the regular tax imposed on gross income.

“Tax Certificate and Agreement” shall mean the Tax Certificate and Agreement to be executed and delivered by the City in conjunction with the delivery of the Series 2025A Warrants.

“Term Warrants” shall have the meaning stated in Section 3.2(g) and the Definitive Terms Certificate.

“Warrant-Financed Facilities” shall mean the City’s arena and civic center facilities and related facilities and improvements, and other public capital improvements and assets being financed with proceeds of the Series 2025A Warrants. The Warrant-Financed Facilities are more particularly described in Exhibit 1.1.

“Warrant Payment Date” shall mean each date (including any date fixed for redemption of Series 2025A Warrants) on which Debt Service is payable on the Series 2025A Warrants.

“Warrant Register” shall mean the register or registers for the registration and transfer of Series 2025A Warrants maintained pursuant to Section 3.6.

SECTION 1.2 General Rules of Construction

For all purposes of this ordinance, except as otherwise expressly provided or unless the context otherwise requires:

- (a) Defined terms in the singular shall include the plural as well as the singular, and vice versa.
- (b) All accounting terms not otherwise defined herein have the meaning assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles. All references herein to “generally accepted accounting principles” refer to such principles as they exist at the date of application thereof.
- (c) All references in this ordinance to designated “Articles”, “Sections” and other subdivisions are to the designated articles, sections and subdivisions of this ordinance as originally executed.
- (d) The terms “herein”, “hereof” and “hereunder” and other words of similar import refer to this ordinance as a whole and not to any particular article, section or other subdivision.
- (e) The term “person” shall include any individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization and any government or any agency or political subdivision thereof.
- (f) The term “including” means “including without limitation” and “including, but not limited to”.

ARTICLE 2

Findings, Designations, Elections, Representations and Warranties

The governing body of the City makes the following findings, designations, elections, representations and warranties as the basis for the undertakings on its part herein contained:

- (1) The governing body of the City has determined that it is in the public interest that it acquire, construct and install the Warrant-Financed Facilities.
- (2) The governing body of the City has determined that it is in the public interest to issue warrants for the purpose of financing a portion of the Warrant-Financed Facilities and paying any costs of issuance with respect to such warrants. Pursuant to this ordinance, the City will issue the Series 2025A Warrants in the aggregate principal amount and bearing the rates of interest set forth in the Definitive Terms Certificate.

(3) In order to enhance flexibility in the timing of the sale of the Series 2025A Warrants, it is desirable for the governing body of the City to establish certain parameters that will govern the sale of the Series 2025A Warrants and to delegate to the Mayor of the City the power to approve the final terms of sale, and, accordingly, it is in the best interests of the City for the Mayor of the City to be authorized and directed to approve the final pricing terms of the Series 2025A Warrants, subject to the parameters established herein.

(4) The City has authority under Section 94.01 of the Constitution of Alabama of 2022, which is also known as Amendment No. 772 to the Constitution of Alabama of 2022 (the “Economic Development Amendment”), to promote economic development in the City and to promote commercial development in the location of new businesses in the City and to lend its credit and grant public money to any person whatsoever.

(5) In furtherance of the objective of the Economic Development Amendment to create new jobs in the City, to generate additional tax revenues for the City, to increase commerce in the City, and generally to promote the economic development of the City, the City has agreed to issue the Series 2025A Warrants to acquire, construct, equip and otherwise support the development of the Warrant-Financed Facilities.

(6) For the purpose of keeping the taxpayers and citizens of the City informed of the City’s consideration of issuing of the Series 2025A Warrants, notice of the time, location and agenda of this meeting and the economic advantages sought to be achieved by the City’s issuance of the Series 2025A Warrants were published in the Lagniappe Daily on February 12, 2025, which, in accordance with the Economic Development Amendment, constitutes publication of notice at least 7 days prior to the date hereof in a newspaper in circulation in the City.

(7) The City has determined that the issuance of the Series 2025A Warrants are necessary and desirable and in the best interests of the taxpayers and citizens of the City to accommodate and provide for increases in economic activity in the City and to provide for increases in tax revenues for the City. The City acknowledges and agrees the Warrant-Financed Facilities will significantly increase the tax and revenue base of the City.

(8) The City has entered into a Management Agreement – New Arena dated February 4, 2025 (the “Management Agreement”), with Global Spectrum, L.P., dba OVG 360 (“OVG”) for the management the Warrant-Financed Facilities, including the new arena. The issuance of the Series 2025A Warrants will benefit the OVG or companies affiliated with OVG. Pursuant to the Economic Development Amendment, the City Council does hereby find, determine and declare that the expenditure of public funds in connection with entering into the Management Agreement and issuance of the Series 2025A Warrants will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to OVG, companies affiliated with OVG, or any other private entity or entities.

(9) Immediately after the issuance of the Series 2025A Warrants the total indebtedness of the City chargeable against the debt limitation for the City prescribed by the Economic Development Amendment will not be more than 50% of the assessed valuation of taxable property within the corporate limits of the City for the last fiscal year (ending September 30, 2024 and on the basis of which taxes became due and payable on October 1, 2024).

ARTICLE 3

The Series 2025A Warrants

SECTION 3.1 Authorization of Series 2025A Warrants

Pursuant to the authority to do so contained in the applicable provisions of the constitution and laws of Alabama, including particularly the Enabling Law and the Economic Development Amendment, there is hereby authorized to be issued a series of warrants entitled “General Obligation Warrants, Series 2025A” (herein called the “Series 2025A Warrants”). The Series 2025A Warrants shall be issued for the purposes specified in Article 2.

SECTION 3.2 Amount and Terms

(a) Subject to Section 7.2(b), the aggregate principal amount of the Series 2025A Warrants that may be authenticated and delivered and Outstanding shall be as described in the Definitive Terms Certificate.

(b) The Series 2025A Warrants shall be issuable as fully registered warrants without coupons in the denomination of \$5,000 or any multiple thereof. Each Series 2025A Warrant shall have a single principal maturity. The Series 2025A Warrants shall be numbered separately from 1 upward.

(c) The Series 2025A Warrants shall mature on February 15 in the years more particularly described in the Definitive Terms Certificate. Subject to Section 7.2(b), the principal amount of Series 2025A Warrants maturing on each Principal Payment Date and the applicable rate of interest for the Series 2025A Warrants of each maturity shall be set forth in the Definitive Terms Certificate.

(d) The Series 2025A Warrants shall be dated as of the date set forth in the Definitive Terms Certificate and shall bear interest from such date, or the most recent date to which interest has been paid or duly provided for, until the principal thereof shall become due and payable, at the applicable rate per annum set forth in subsection (c) above. Interest on the Series 2025A Warrants shall be payable on February 15 and August 15 in each year, beginning August 15, 2025 (each such date being herein called an "Interest Payment Date"), and shall be computed on the basis of a 360-day year with 12 months of 30 days each. Interest on overdue principal and premium and (to the extent legally enforceable) on any overdue installment of interest on the Series 2025A Warrants shall be payable at the Post-Default Rate.

(e) Interest on the Series 2025A Warrants payable on any Interest Payment Date prior to the maturity or redemption thereof (in whole or in part) shall be payable by check or draft mailed by the Paying Agent to the registered Holders of the Series 2025A Warrants at their addresses appearing in the Warrant Register. Such payments of interest shall be deemed timely made if so mailed on the Interest Payment Date. Payment of the principal of (and premium, if any, on) the Series 2025A Warrants and payment of accrued interest on the Series 2025A Warrants due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender thereof at the Principal Office of the Paying Agent. Debt Service on the Series 2025A Warrants payable at maturity shall be payable only upon surrender thereof at the Principal Office of the Paying Agent.

(f) Subsection (e) of this section to the contrary notwithstanding, upon the written request of the Holder of Series 2025A Warrants in an aggregate principal amount of not less than \$100,000, the Paying Agent will make payment of the Debt Service due on such Series 2025A Warrant on any Warrant Payment Date by wire transfer to an account of such Holder maintained at a bank in the continental United States or by any other method providing for payment in same-day funds that is acceptable to the Paying Agent, provided that:

- (1) such written request contains adequate instructions for the method of payment,
 - (2) the Holder agrees to pay the Paying Agent's customary charge for handling such wire transfer, and
 - (3) payment of the principal of (and redemption premium, if any, on) such Series 2025A Warrant and payment of accrued interest on such Series 2025A Warrant due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender of such Series 2025A Warrant to the Paying Agent.
- (g) The Series 2025A Warrants are subject to redemption prior to maturity as set forth in the Definitive Terms Certificate.
- (h) Section 7.2(b) sets forth the parameters for the amount and terms of the Series 2025A Warrants. The Mayor of the City is hereby authorized and directed to execute and deliver in the name and on behalf of the City a certificate substantially as set forth in Exhibit 3.2(h) that establishes, within the parameters set forth in Section 7.2(b), the definitive amount and terms of the Series 2025A Warrants, with such changes or additions to such certificate or deletions to such certificate as the Mayor of the City shall approve, which approval shall be conclusively evidenced by his or her execution of such certificate (the "Definitive Terms Certificate"). In setting the definitive amount and terms of the Series 2025A Warrants reflected in the Definitive Terms Certificate, the Mayor of the City may rely upon the advice and recommendation of the employees of and advisors to the City.

SECTION 3.3 Form of Series 2025A Warrant

The Series 2025A Warrants and the authentication certificate shall be substantially in the form set forth in Exhibit 3.3, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this ordinance.

SECTION 3.4 Execution and Authentication

(a) The Series 2025A Warrants shall be executed on behalf of the City by its Mayor under its seal reproduced thereon and attested by its City Clerk, and the certification of registration of each Series 2025A Warrant as a claim against the Debt Service Fund shall be executed by the Mayor or Executive Director of Finance of the City. The signature of any of these officers on the Series 2025A Warrants may be manual or, to the extent permitted by law, facsimile. Series 2025A Warrants bearing the manual or facsimile signatures of individuals who were at any time the proper officers of the City shall bind the City, notwithstanding that such individuals or any of them shall have ceased to hold such offices prior to the authentication and delivery of such Series 2025A Warrants or shall not have held such offices at the date of such Series 2025A Warrants.

(b) No Series 2025A Warrants shall be secured by, or be entitled to any lien, right or benefit under, this ordinance or be valid or obligatory for any purpose, unless there appears on such Series 2025A Warrant a certificate of authentication substantially in the form provided for herein, executed by the Paying Agent by manual signature, and such certificate upon any Series 2025A Warrant shall be conclusive evidence, and the only evidence, that such Series 2025A Warrant has been duly authenticated and delivered hereunder.

SECTION 3.5 Temporary Series 2025A Warrants

(a) Pending the preparation of definitive Series 2025A Warrants, the City may execute, and upon request of the City, the Paying Agent shall authenticate and deliver, temporary Series 2025A Warrants

which are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Series 2025A Warrants in lieu of which they are issued, with such appropriate insertions, omissions, substitutions and other variations as the officers executing such Series 2025A Warrants may determine, as evidenced by their execution of such Series 2025A Warrants.

(b) If temporary Series 2025A Warrants are issued, the City will cause definitive Series 2025A Warrants to be prepared without unreasonable delay. After the preparation of definitive Series 2025A Warrants, the temporary Series 2025A Warrants shall be exchangeable for definitive Series 2025A Warrants upon surrender of the temporary Series 2025A Warrants at the Principal Office of the Paying Agent, without charge to the Holder. Upon surrender for cancellation of any one or more temporary Series 2025A Warrants, the City shall execute and the Paying Agent shall authenticate and deliver in exchange therefor a like principal amount of definitive Series 2025A Warrants of authorized denominations. Until so exchanged, temporary Series 2025A Warrants shall in all respects be entitled to the security and benefits of this ordinance.

SECTION 3.6 Registration, Transfer and Exchange

(a) The City shall cause to be kept at the Principal Office of the Paying Agent a register (herein referred to as the "Warrant Register") in which, subject to such reasonable regulations as it may prescribe, the City shall provide for the registration of Series 2025A Warrants and registration of transfers of Series 2025A Warrants entitled to be registered or transferred as herein provided. The Paying Agent is hereby appointed "Warrant Registrar" for the purpose of registering Series 2025A Warrants and transfers of Series 2025A Warrants as herein provided.

(b) Upon surrender for transfer of any Series 2025A Warrant at the Principal Office of the Paying Agent, the City shall execute, and the Paying Agent shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Series 2025A Warrants of any authorized denominations and of the same maturity and aggregate principal amount.

(c) At the option of the Holder, Series 2025A Warrants may be exchanged for a like aggregate principal amount of Series 2025A Warrants, of any authorized denominations and of the same maturity, upon surrender of the Series 2025A Warrants to be exchanged at the Principal Office of the Paying Agent. Whenever any Series 2025A Warrants are so to be surrendered for exchange, the City shall execute, and the Paying Agent shall authenticate and deliver, the Series 2025A Warrants which the Holder making the exchange is entitled to receive.

(d) All Series 2025A Warrants surrendered upon any exchange or transfer provided for in this ordinance shall be promptly cancelled by the Paying Agent.

(e) All Series 2025A Warrants issued upon any transfer or exchange of Series 2025A Warrants shall be the valid obligations of the City and entitled to the same security and benefits under this ordinance as the Series 2025A Warrants surrendered upon such transfer or exchange.

(f) Every Series 2025A Warrant presented or surrendered for transfer or exchange shall (if so required by the City or the Paying Agent) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the City and the Paying Agent duly executed, by the Holder thereof or such Holder's attorney duly authorized in writing.

(g) No service charge shall be made for any transfer or exchange of Series 2025A Warrants, but the City may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Series 2025A Warrants.

(h) The City shall not be required (i) to transfer or exchange any Series 2025A Warrant during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Series 2025A Warrants and ending at the close of business on the day of such mailing, (ii) to transfer or exchange any Series 2025A Warrant so selected for redemption in whole or in part, or (iii) to exchange any Series 2025A Warrant during a period beginning at the opening of business on any Regular Record Date and ending at the close of business on the relevant Interest Payment Date therefor.

SECTION 3.7 Mutilated, Destroyed, Lost and Stolen Series 2025A Warrants

(a) If (i) any mutilated Series 2025A Warrant is surrendered to the Paying Agent, or the City and the Paying Agent receive evidence to their satisfaction of the destruction, loss or theft of any Series 2025A Warrant, and (ii) there is delivered to the City and the Paying Agent such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the City or the Paying Agent that such Series 2025A Warrant has been acquired by a bona fide purchaser, the City shall execute and upon its request the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Series 2025A Warrant, a new Series 2025A Warrant of like tenor and principal amount, bearing a number not contemporaneously Outstanding.

(b) Upon the issuance of any new Series 2025A Warrant under this section, the City may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith.

(c) Every new Series 2025A Warrant issued pursuant to this section in lieu of any destroyed, lost or stolen Series 2025A Warrant shall constitute an original additional contractual obligation of the City, whether or not the destroyed, lost or stolen Series 2025A Warrant shall be at any time enforceable by anyone, and shall be entitled to all the security and benefits of this ordinance equally and ratably with all other Outstanding Series 2025A Warrants.

(d) The provisions of this section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Series 2025A Warrants.

SECTION 3.8 Payment of Interest on Series 2025A Warrants; Interest Rights Preserved

(a) Interest on any Series 2025A Warrant which is payable on any Interest Payment Date shall be paid to the person in whose name that Series 2025A Warrant is registered at the close of business on the Regular Record Date for such interest, which shall be the 1st day (whether or not a Business Day) of the month next preceding such Interest Payment Date. Payment of the principal of (and premium, if any, on) the Series 2025A Warrants and payment of accrued interest due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender of the Series 2025A Warrants at the Principal Office of the Paying Agent.

(b) Any interest on any Series 2025A Warrant which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the Holder on the relevant Regular Record Date solely by virtue of such Holder having been such Holder; and such Defaulted Interest shall be paid by the City to the persons in whose names such Series 2025A Warrants are registered at the close of business on a special record date (herein called a "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Series 2025A Warrant and the date of the proposed payment (which date shall be such as will enable the Paying Agent to comply with the next sentence hereof), and at the same time the City shall deposit with the Paying Agent an amount of money equal to the aggregate amount proposed to be paid in

respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held solely for the benefit of the persons entitled to such Defaulted Interest as in this subsection provided. Thereupon, the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Paying Agent of the notice of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each Holder of a Series 2025A Warrant at the address as it appears in the Warrant Register not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the persons in whose names the Series 2025A Warrants are registered on such Special Record Date.

(c) Subject to the foregoing provisions of this section, each Series 2025A Warrant delivered under this ordinance upon transfer of or in exchange for or in lieu of any other Series 2025A Warrant shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Series 2025A Warrant and each such Series 2025A Warrant shall bear interest from such date that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

SECTION 3.9 Persons Deemed Owners

The City, the Paying Agent and any agent of the City or the Paying Agent may treat the person in whose name any Series 2025A Warrant is registered as the owner of such Series 2025A Warrant for the purpose of receiving payment of Debt Service on such Series 2025A Warrant (subject to Section 3.8) and for all other purposes whatsoever whether or not such Series 2025A Warrant is overdue, and, to the extent permitted by law, neither the City, the Paying Agent nor any such agent shall be affected by notice to the contrary.

SECTION 3.10 Paying Agent

(a) Regions Bank, an Alabama banking corporation, is hereby appointed "Paying Agent" for the purpose of paying Debt Service on the Series 2025A Warrants on behalf of the City.

(b) The Debt Service on the Series 2025A Warrants shall, except as otherwise provided herein, be payable at the Principal Office of the Paying Agent.

(c) The Paying Agent may be removed at any time (i) by an instrument or concurrent instruments in writing delivered to the Paying Agent and the City signed by the Holders of a majority in aggregate principal amount of the Series 2025A Warrants then Outstanding, or (ii) if no default exists with respect to the payment of the Series 2025A Warrants, by a written notice delivered to the Paying Agent and signed on behalf of the City by an Authorized City Representative.

(d) If the bank designated as Paying Agent pursuant to subsection (a) of this section shall resign or be removed or shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of it or of its property shall be appointed or any public officer shall take charge or control of it or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then, in any such case, the City shall appoint a successor Paying Agent. Any successor Paying Agent must have capital and surplus of not less than \$50,000,000, must be subject to supervision or examination by federal or State of Alabama authority, and must have a corporate trust office within the State of Alabama. The City shall give notice of the appointment of any such successor Paying Agent by first-class mail, postage prepaid, to the Holders of Series 2025A Warrants as their names or addresses appear in the Warrant Register.

SECTION 3.11 Book Entry Only System

(a) The registration and payment of Series 2025A Warrants shall be made pursuant to the Book-Entry Only System (the “Book-Entry Only System”) administered by The Depository Trust Company (“DTC”) in accordance with the Blanket Letter of Representations attached to and incorporated by reference in this ordinance as Exhibit 3.11(a) (the “Letter of Representations”) until the Book-Entry Only System is terminated pursuant to Section 3.11(c).

(b) While Series 2025A Warrants are in the Book-Entry Only System the following provisions shall apply for purposes of this ordinance and shall supersede any contrary provisions of this ordinance:

(1) Notwithstanding the fact that DTC may hold a single physical certificate for each stated maturity for purposes of the Book-Entry Only System, the term “Series 2025A Warrants” shall mean each separate Security (as defined in the Letter of Representations) issued pursuant to the Book-Entry Only System, and the term “Holder” shall mean the person identified on the records of DTC as the owner of the related Security.

(2) The terms and limitations of this ordinance with respect to each separate Series 2025A Warrant shall be applicable to each separate Security registered under the Book-Entry Only System.

(3) All notices under this ordinance to Holders of Series 2025A Warrants from either the City or the Paying Agent shall be delivered by the City or the Paying Agent, as the case may be, to DTC for distribution by DTC in accordance with the Letter of Representations. All notices under this ordinance to or from persons other than a Holder of a Series 2025A Warrant shall be delivered directly to such person as provided in this ordinance and shall not be delivered through DTC or the Book-Entry Only System.

(4) All payments of Debt Service on the Series 2025A Warrants shall be made by the Paying Agent to DTC and shall be made by DTC to the Participants (as such term is defined in the Letter of Representations) as provided in the Letter of Representations. All such payments shall be valid and effective fully to satisfy and discharge the City’s obligations with respect to such payments.

(5) The “Beneficial Owners” (as such term is defined in the Letter of Representations) of the Series 2025A Warrants, by their acquisition of any beneficial interest in a Series 2025A Warrant or Series 2025A Warrants, and the Participants severally agree that the City and the Paying Agent shall not have any responsibility or obligation to any Participant or any Beneficial Owner with respect to (i) the accuracy of any records maintained by DTC or any Participant; (ii) the payment by DTC or any Participant of any amount due to any Beneficial Owner in respect of the principal of, purchase price of, premium (if any) and interest on the Series 2025A Warrants; (iii) the delivery or timeliness of delivery by DTC or any Participant of any notice due to any Beneficial Owner which is required or permitted under the terms of this ordinance to be given to Beneficial Owners; or (iv) any consent given or other action taken by DTC or its nominee, as owner.

(c) If the City and the Paying Agent concur that it would be in the best interests of the Holders of the Series 2025A Warrants for the Book-Entry Only System to be discontinued (in whole or in part), such Book-Entry Only System shall be discontinued (in whole or in part) in accordance with the provisions of the Letter of Representations. In addition, the Book-Entry Only System may be discontinued (in whole or in part) at any time by the City or the Paying Agent acting alone in accordance with the Letter of Representations.

SECTION 3.12 Payments Due on a Day Other Than a Business Day

If any payment on the Series 2025A Warrants is due on a day which is not a Business Day, such payment shall be made on the first succeeding day which is a Business Day with the same effect as if made on the day such payment was due.

SECTION 3.13 Cancellation

All Series 2025A Warrants surrendered for payment, redemption, transfer or exchange shall be promptly cancelled by the Paying Agent. No Series 2025A Warrants shall be registered in lieu of or in exchange for any Series 2025A Warrant cancelled as provided in this section, except as expressly provided by this ordinance.

ARTICLE 4

Redemption of Series 2025A Warrants

SECTION 4.1 General Applicability of Article

(a) The Series 2025A Warrants shall be redeemable in accordance with the redemption provisions set forth in Section 3.2(g), the Definitive Terms Certificate and the provisions of this article.

(b) The Series 2025A Warrants shall be redeemed in accordance with the mandatory redemption provisions of the Series 2025A Warrants without any direction from or consent by the City. The Series 2025A Warrants shall be redeemed in accordance with the optional redemption provisions of the Series 2025A Warrants only upon direction of the City.

SECTION 4.2 Election to Redeem; Notice to Paying Agent

The election of the City to exercise any right of optional redemption shall be evidenced by a certified ordinance of the governing body of the City delivered to the Paying Agent. In case of any redemption at the option of the City of less than all the Outstanding Series 2025A Warrants, the City shall, at least 35 days prior to the date fixed by the City for redemption of Series 2025A Warrants (unless a shorter notice shall be satisfactory to the Paying Agent), notify the Paying Agent of such redemption date and of the principal amount and maturities of Series 2025A Warrants to be redeemed.

SECTION 4.3 Selection of Series 2025A Warrants to be Redeemed

(a) Except in the case of mandatory redemption of the Term Warrants, if any, if less than all Series 2025A Warrants Outstanding are to be redeemed, the particular Series 2025A Warrants to be redeemed may be specified by the City by written notice to the Paying Agent, or, in the absence of timely receipt by the Paying Agent of such notice, shall be selected by the Paying Agent by lot or by such other method as the Paying Agent shall deem fair and appropriate; provided, however, that (i) the principal amount of Series 2025A Warrants of each maturity to be redeemed must be a multiple of the smallest authorized denomination of Series 2025A Warrants, and (ii) if less than all Series 2025A Warrants with the same stated maturity are to be redeemed, the Series 2025A Warrants of such maturity to be redeemed shall be selected by lot by the Paying Agent.

(b) Except as otherwise provided in the specific redemption provisions for the Series 2025A Warrants, if less than all Series 2025A Warrants with the same series and maturity are to be redeemed, the particular Series 2025A Warrants of such series and maturity to be redeemed shall be selected by the Paying Agent not less than 20 nor more than 60 days prior to the redemption date from the Outstanding Series

2025A Warrants of such series and maturity then eligible for redemption in accordance with the Book-Entry Only System or, if the Book-Entry Only System is no longer in effect, by lot or by such other method as the Paying Agent shall deem fair and appropriate and which may provide for the selection for redemption of portions (in authorized denominations) of the principal of Series 2025A Warrants of such maturity of a denomination larger than the smallest authorized denomination.

(c) The Paying Agent shall promptly confirm to the City in writing the Series 2025A Warrants selected for redemption and, in the case of any Series 2025A Warrant selected for partial redemption, the principal amount thereof to be redeemed.

(d) For all purposes of this ordinance, unless the context otherwise requires, all provisions relating to the redemption of Series 2025A Warrants shall relate, in the case of any Series 2025A Warrant redeemed or to be redeemed only in part, to the portion of the principal of such Series 2025A Warrant which has been or is to be redeemed.

SECTION 4.4 Notice of Redemption

(a) Unless waived by the Holders of all Series 2025A Warrants then Outstanding, notice of redemption shall be given by first-class mail, postage prepaid, mailed not less than 20 nor more than 60 days prior to the redemption date, to each Holder of Series 2025A Warrants to be redeemed at the address appearing in the Warrant Register.

(b) All notices of redemption shall state:

(1) the redemption date,

(2) the redemption price,

(3) the principal amount of Series 2025A Warrants to be redeemed, and, if less than all Outstanding Series 2025A Warrants are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Series 2025A Warrants to be redeemed,

(4) that on the redemption date the redemption price of each of the Series 2025A Warrants to be redeemed will become due and payable and that the interest thereon shall cease to accrue from and after said date,

(5) the place or places where the Series 2025A Warrants to be redeemed are to be surrendered for payment of the redemption price, and

(6) any conditions to such redemption specified in accordance with the provisions of Section 4.4(e).

(c) Notice of redemption of Series 2025A Warrants to be redeemed at the option of the City shall be given by the City or, at the City's request, by the Paying Agent in the name and at the expense of the City. Notice of redemption of Series 2025A Warrants in accordance with the mandatory redemption provisions of the Series 2025A Warrants shall be given by the Paying Agent in the name and at the expense of the City.

(d) The City and the Paying Agent shall, to the extent practical under the circumstances, comply with the standards set forth in the United States Securities and Exchange Commission's Exchange Act Release No. 23856 dated December 3, 1986, regarding redemption notices, but their failure to do so

shall not in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed in this section.

(e) A notice of optional redemption may state that the redemption of Series 2025A Warrants is contingent upon specified conditions such as receipt of a specified source of funds or the occurrence of specified events. If the conditions for such redemption are not met, the City shall not be required to redeem Series 2025A Warrants (or portions thereof) identified in such notice, and any Series 2025A Warrants surrendered on the specified redemption date shall be returned to the Holders of such Series 2025A Warrants.

SECTION 4.5 Deposit of Redemption Price

Prior to any redemption date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Series 2025A Warrants which are to be redeemed on that date. Such money shall be held solely for the benefit of the persons entitled to such redemption price.

SECTION 4.6 Series 2025A Warrants Payable on Redemption Date

(a) Notice of redemption having been given as aforesaid, the Series 2025A Warrants so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Series 2025A Warrants shall cease to bear interest. Upon surrender of any such Series 2025A Warrant for redemption in accordance with said notice, such Series 2025A Warrant shall be paid by the City at the redemption price. Installments of interest due prior to the redemption date shall be payable to the Holders of the Series 2025A Warrants registered as such on the relevant Record Dates according to the terms of such Series 2025A Warrants and the provisions of Section 3.8.

(b) If any Series 2025A Warrant called for redemption shall not be so paid upon surrender thereof for redemption, the principal (and premium, if any) shall, until paid, bear interest from the redemption date at the Post-Default Rate.

SECTION 4.7 Series 2025A Warrants Redeemed in Part

Any Series 2025A Warrant which is to be redeemed only in part shall be surrendered at the Principal Office of the Paying Agent (with, if the City or the Paying Agent so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the City and the Paying Agent duly executed by, the Holder thereof or such Holder's attorney duly authorized in writing), and the City shall execute and the Paying Agent shall authenticate and deliver to the Holder of such Series 2025A Warrant, without service charge, a new Series 2025A Warrant or Series 2025A Warrants, of the same maturity and of any authorized denomination or denominations, as requested by such Holder in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Series 2025A Warrant so surrendered.

ARTICLE 5

Source of Payment, Etc.

SECTION 5.1 General Obligation

The indebtedness evidenced and ordered paid by the Series 2025A Warrants shall be a general obligation of the City for the payment of Debt Service on which the full faith and credit of the City are hereby irrevocably pledged, pro rata and without preference or priority of one Series 2025A Warrant over another. The City hereby covenants and agrees to levy and collect taxes, to the maximum extent permitted

by law, at such rate or rates as shall make available tax proceeds which, when added to the revenues of the City from other sources available for such purposes, will be sufficient to pay reasonable expenses of carrying on the necessary governmental functions of the City and to pay Debt Service on the Series 2025A Warrants as the same shall become due and payable.

SECTION 5.2 Provision for Payment of Series 2025A Warrants

(a) If Debt Service on the Series 2025A Warrants is paid in accordance with the terms of the Series 2025A Warrants and this ordinance, then all covenants, agreements and other obligations of the City to the Holders of the Series 2025A Warrants shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Paying Agent shall pay to the City any surplus remaining in the Debt Service Fund.

(b) Series 2025A Warrants shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this section if the Paying Agent is provided with the following:

(1) a trust agreement between the City and any bank or other financial institution having corporate trust powers making provision for the retirement of such Series 2025A Warrants by creating for that purpose an irrevocable trust fund sufficient to provide for payment and retirement of such Series 2025A Warrants (including payment of the interest that will accrue thereon until and on the date they are retired, as such interest becomes due and payable), either by redemption prior to their respective maturities, by payment at their respective maturities or by payment of part thereof at their respective maturities and redemption of the remainder prior to their respective maturities, which said trust fund shall consist of (i) Federal Securities which are not subject to redemption prior to their respective maturities at the option of the issuer and which, if the principal thereof and the interest thereon are paid at their respective maturities, will produce funds sufficient so to provide for payment and retirement of all such Series 2025A Warrants or (ii) both cash and such Federal Securities (or a combination thereof) which together will produce funds sufficient for such purpose, or (iii) cash sufficient for such purpose; provided, however, that said trust agreement shall require all cash held on deposit in such trust to be kept continuously secured by holding on deposit as collateral security therefor Federal Securities having a market value at least equal at all times to the amount to be secured thereby, unless such cash is kept on deposit in U.S. dollar denominated deposit accounts and certificates of deposit with banks or savings associations that are qualified public depositories under Chapter 14A of Title 41 of the Code of Alabama (1975);

(2) a certified copy of a duly adopted ordinance of the governing body of the City calling for redemption those of such Series 2025A Warrants that, according to said trust agreement, are to be redeemed prior to their respective maturities;

(3) evidence satisfactory to the Paying Agent that, if the principal of and the interest on the investments (if any) forming part of the trust fund provided for in the preceding subparagraph (1) are paid on the respective due dates of such principal and interest, said trust fund will produce funds sufficient to provide for the full payment and retirement of such Series 2025A Warrants; and

(4) a Favorable Tax Opinion.

(c) Any trust established pursuant to this section may provide for payment of less than all Series 2025A Warrants Outstanding or less than all Series 2025A Warrants of any remaining maturity.

(d) If any trust provides for payment of less than all Series 2025A Warrants with the same maturity, the Series 2025A Warrants of such maturity to be paid from the trust shall be selected by the Paying Agent by lot by such method as shall provide for the selection of portions (in authorized denominations) of the principal of Series 2025A Warrants of such maturity of a denomination larger than the smallest authorized denomination. Such selection shall be made within 7 days after such trust is established. This selection process shall be in lieu of the selection process provided for in Section 4.3 if and to the extent that Series 2025A Warrants payable from such trust are to be redeemed prior to maturity. After such selection is made, the Series 2025A Warrants that are to be paid from such trust (including the Series 2025A Warrants issued in exchange for such Series 2025A Warrants pursuant to the transfer or exchange provisions of this ordinance) shall be identified by a separate CUSIP number or other designation satisfactory to the Paying Agent. The Paying Agent shall notify Holders whose Series 2025A Warrants (or portions thereof) have been selected for payment from such trust and shall direct such Holders to surrender their Series 2025A Warrants to the Paying Agent in exchange for the Series 2025A Warrants with the appropriate designation. The selection of the Series 2025A Warrants for payment from such trust pursuant to this section shall be conclusive and binding on the Holders, the City and the Paying Agent.

SECTION 5.3 Officers, Etc. Exempt from Individual Liability

No recourse under or upon any covenant or agreement of this ordinance, or of any Series 2025A Warrants, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future officer or member of the governing body of the City, or of any successor, either directly or through the City, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that this ordinance and the Series 2025A Warrants issued hereunder are solely corporate obligations, and that no personal liability whatever shall attach to, or is or shall be incurred by, any officer or member of the governing body of the City or any successor, or any of them, because of the issuance of the Series 2025A Warrants, or under or by reason of the covenants or agreements contained in this ordinance or in any Series 2025A Warrants or implied therefrom.

ARTICLE 6

The Debt Service Fund

SECTION 6.1 The Debt Service Fund

(a) There is hereby established a special fund with the Paying Agent entitled "General Obligation Warrants, Series 2025A Debt Service Fund" (herein called the "Debt Service Fund"). Money in the Debt Service Fund shall be used solely for the payment of Debt Service on the Series 2025A Warrants as the same shall become due and payable.

(b) On or before the 15th day of each February and August, beginning August 15, 2025, the City will deposit into the Debt Service Fund an amount equal to Debt Service payable on the Series 2025A Warrants on the next succeeding Warrant Payment Date. If on any Warrant Payment Date the balance in the Debt Service Fund is insufficient to pay the Debt Service on the Series 2025A Warrants due and payable on such date, the City shall forthwith pay any such deficiency into the Debt Service Fund.

SECTION 6.2 Transfer of Funds

The Executive Director of Finance for the City shall collect taxes, revenues and other general funds of the City available for the payment of Debt Service on the Series 2025A Warrants and shall deposit the same in the Debt Service Fund in the amounts and at the times required by Section 6.1.

SECTION 6.3 Security for Debt Service Fund

Any money on deposit in the Debt Service Fund or otherwise held by the Paying Agent pursuant to this ordinance shall be impressed with a trust for the purpose for which the Debt Service Fund is created and shall, unless invested as provided herein or secured by the Federal Deposit Insurance Corporation (or any successor agency of the United States of America), be secured for the benefit of the City and the Holders of the Series 2025A Warrants either

(a) by holding on deposit as collateral security Federal Securities, or other marketable securities eligible as security for the deposit of public funds under regulations of the Comptroller of the Currency, having a market value (exclusive of accrued interest) not less than the amount of money being secured, or

(b) if the furnishing of security in the manner provided in the foregoing paragraph (a) is not permitted by the then applicable laws and regulations, then in such manner as may be required or permitted by the applicable State of Alabama and Federal laws and regulations respecting the security for, or granting a preference in the case of, the deposit of public funds.

SECTION 6.4 Investment of Debt Service Fund

(a) The Paying Agent shall invest or reinvest any money on deposit in the Debt Service Fund not then needed for the payment of Debt Service on the Series 2025A Warrants in Qualified Investments upon receipt of written direction from the City. All such investments must mature or be subject to redemption at the option of the Holder on or prior to the respective date or dates when cash funds will be required for purposes of the Debt Service Fund. Any investment made with money on deposit in the Debt Service Fund shall be held by or under control of the Paying Agent and shall be deemed at all times a part of the Debt Service Fund.

(b) All interest accruing on such investments and any profit realized therefrom shall be deposited in the Debt Service Fund and shall be credited to the deposits required by Section 6.1. Any losses resulting from liquidation of investments shall be charged to the Debt Service Fund and shall be added to the next ensuing deposit specified in Section 6.1. The Paying Agent shall sell and reduce to cash a sufficient portion of such investments whenever the cash balance in the Debt Service Fund is insufficient to pay Debt Service on the Series 2025A Warrants when due.

(c) Any investment of money in the Debt Service Fund may be made by the Paying Agent through its own bond department or investment department, and any certificates of deposit issued by the Paying Agent shall be deemed investments rather than deposits.

(d) Any cash balances remaining in the Debt Service Fund shall be kept continuously secured by holding on deposit as collateral security therefor Federal Securities having a market value at least equal at all times to the amount to be secured thereby, unless such cash is kept on deposit in U.S. dollar denominated deposit accounts and certificates of deposit with banks or savings associations that are qualified public depositories under Chapter 14A of Title 41 of the Code of Alabama (1975).

ARTICLE 7

Sale and Delivery of Series 2025A Warrants

SECTION 7.1 Sale of Series 2025A Warrants

(a) The Series 2025A Warrants are hereby authorized to be sold to the Successful Bidder at public sale on the terms and conditions set forth in the Definitive Terms Certificate.

(b) The purchaser of the Series 2025A Warrants shall be under no duty to inquire as to the application of the proceeds of the Series 2025A Warrants. Nevertheless, such proceeds shall be held and applied solely for the purposes specified in this ordinance.

SECTION 7.2 Official Statement, Continuing Disclosure Agreement and Other Documents

(a) The governing body of the City does hereby approve and authorize the Continuing Disclosure Agreement and the Preliminary Official Statement dated February 25, 2025. Additionally, the governing body of the City does hereby approve, authorize, ratify and confirm the distribution, on or after the date hereof, of the Preliminary Official Statement to prospective purchasers of the Series 2025A Warrants. The Mayor or the Executive Director of Finance is hereby authorized to deem the Preliminary Official Statement "final" as contemplated by Rule 15c2-12 promulgated by the United States Securities and Exchange Commission. The Mayor and the Executive Director of Finance of the City are hereby authorized and directed to complete the Preliminary Official Statement (such Preliminary Official Statement as completed being herein referred to as the "Official Statement") with (i) information relating to the terms of sale of and interest rates on the Series 2025A Warrants as herein provided and as provided in the Definitive Terms Certificate, (ii) such information regarding reoffering prices or yields on the Series 2025A Warrants as shall be provided by the purchaser of the Series 2025A Warrants and (iii) such changes or additions thereto or deletions therefrom as the executing officers shall approve and shall be acceptable to the purchaser of the Series 2025A Warrants. The Mayor and the Executive Director of Finance of the City are hereby authorized and directed to date the Official Statement as of an appropriate date and to execute and/or deliver the Continuing Disclosure Agreement and the Official Statement in the name and on behalf of the City in substantially the form made available at this meeting, with such changes or additions thereto or deletions therefrom as the officer executing the same shall approve, which approval shall be conclusively evidenced by his or her execution of such instruments. Additionally, the governing body of the City does hereby approve, authorize, ratify and confirm the distribution, on or after the date hereof, of the Official Statement to prospective purchasers of the Series 2025A Warrants.

(b) The Mayor or the Executive Director of Finance of the City, and any person or persons designated and authorized by either of such officers to act in the name and on behalf of the City, are authorized to do and perform or cause to be done and performed in the name and on behalf of the City such other acts, to pay or cause to be paid on behalf of the City such related costs and expenses, and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, requests, demands, directions, consents, approvals, orders, applications, certificates, agreements, amendments, further assurances or other instruments or communications, under the seal of the City or otherwise, as they or any of them may deem necessary, advisable, or appropriate in order to carry into effect the intent of the provisions of this ordinance and to demonstrate the validity of the Series 2025A Warrants, the absence of any pending or threatened litigation with respect to the Series 2025A Warrants and the transactions contemplated by this ordinance, and the exemption of interest on the Series 2025A Warrants from Federal and State of Alabama income taxation.

(c) The Mayor is hereby authorized to execute and deliver, in the name and on behalf of the City, the Definitive Terms Certificate. The Definitive Terms Certificate shall be in such form as the Mayor of the City, acting with the advice and recommendation of the employees of and advisors to the City, shall determine to be necessary or desirable in order to consummate the transactions authorized by this ordinance, the determination of the final pricing terms of the Series 2025A Warrants described in the Definitive Terms Certificate by the Mayor of the City to be conclusively established by his execution of the same. The Mayor's execution and delivery of the Definitive Terms Certificate shall constitute his approval of the final pricing terms of the Series 2025A Warrants. Notwithstanding the foregoing provisions of this paragraph, the Mayor shall not execute and deliver the Definitive Terms Certificate, unless:

- (1) the principal amount of the Series 2025A Warrants does not exceed \$250,000,000;
- (2) the final maturity date for the Series 2025A Warrants is not later than February 15, 2055;
- (3) the interest rate for any maturity of the Series 2025A Warrants does not exceed 6.00%;
- (4) the weighted average maturity of the Series 2025A Warrants does not exceed twenty-two (22) years;
- (5) the period of time between the date of the Series 2025A Warrants and the first date on which the Series 2025A Warrants are subject to optional redemption is no longer than ten (10) years, and the premium payable on the Series 2025A Warrants in connection with any such optional redemption does not exceed 100.00%;
- (6) the all-in total interest cost for the Series 2025A Warrants (that is, taking into account accrued interest, any original issue discount or original issue premium, the underwriter's discount, any premiums or fees for credit enhancement paid from proceeds of the Series 2025A Warrants, and any other costs of issuance paid from proceeds of the Series 2025A Warrants) is not greater than 5.50%; and
- (7) the purchase price of the Series 2025A Warrants is not less than 98.50%.

(d) Each act of any officer or officers of the City or any person or persons designated and authorized to act by any officer of the City, which act would have been authorized by the foregoing provisions of this ordinance except that such action was taken prior to the adoption of this ordinance, is hereby ratified, confirmed, approved and adopted.

SECTION 7.3 Application of Proceeds

The proceeds from the sale of the Series 2025A Warrants shall be delivered to the Paying Agent for deposit in a clearance account and shall be applied by the Paying Agent for the purposes and in the order set forth in the Definitive Terms Certificate.

ARTICLE 8

The Acquisition Fund

SECTION 8.1 Acquisition Fund

(a) There is hereby established with the Paying Agent a fund that shall be designated the “General Obligation Warrants, Series 2025A Acquisition Fund” (herein called the “Acquisition Fund”). A deposit to the Acquisition Fund is to be made pursuant to Section 7.3.

(b) The money in the Acquisition Fund shall be paid out by the Paying Agent from time to time for the purpose of paying (i) the issuance expenses incurred in connection with the Series 2025A Warrants and (ii) the Acquisition Costs, but only upon receipt of a requisition in the form attached hereto as Exhibit 8.1(b), executed by an Authorized City Representative. Each requisition shall be accompanied by an invoice or invoices from the payee named (or, if the City is requesting reimbursement, from the person to whom the City made payments for the Acquisition Costs) showing that the amount requested to be paid is or was due and payable for the purpose stated in such requisition.

(c) Payment of the reasonable expenses and charges of the Paying Agent in connection with the administration of the Acquisition Fund shall be paid out of the Acquisition Fund; provided, however, the Paying Agent is hereby authorized to withdraw from the Acquisition Fund without requisition any of such expenses and charges of the Paying Agent.

(d) In addition to the documents required by this section, the Paying Agent may require, as a condition precedent to any payment or withdrawal, further evidence with respect thereto or with respect to the application of any money previously disbursed or as to the correctness of any statement made in any requisition. The Paying Agent shall, however, be under no duty to require such evidence unless so requested. The Paying Agent shall not be liable for any misapplication of money in the Acquisition Fund if disbursed pursuant to the provisions of this section and without knowledge or reason to believe that such disbursement constitutes a misapplication of funds.

SECTION 8.2 Surplus Acquisition Fund Money

(a) Whenever an Authorized City Representative shall have filed with the Paying Agent a certificate stating (i) that acquisition, construction and equipping of the Warrant-Financed Facilities has been completed in accordance with the plans and specifications previously approved by the City and (ii) that all issuance expenses and the Acquisition Costs have been paid in full, any money then remaining in the Acquisition Fund shall be deposited in the Debt Service Fund for payment of Debt Service on the next ensuing Interest Payment Date.

(b) The City may cause changes or amendments to be made in the description of the Warrant-Financed Facilities and may add items to, or delete items from, the list of Warrant-Financed Facilities; provided that the City delivers to the Paying Agent (i) a certified copy of a resolution of the governing body of the City specifying such changes, amendments, additions or deletions, (ii) an Opinion of Counsel stating in effect that the Warrant-Financed Facilities, after giving effect to such changes, amendments, additions or deletions, qualify for financing under the Enabling Law, and (iii) a Favorable Tax Opinion.

SECTION 8.3 Investment of Money in the Acquisition Fund

The Paying Agent shall invest or reinvest any money on deposit in the Acquisition Fund not then needed for the payment of the Acquisition Costs in Qualified Investments in the same manner and subject

to the same conditions as money on deposit in the Debt Service Fund is invested in accordance with Section 6.4 of this ordinance.

ARTICLE 9

Miscellaneous

SECTION 9.1 Agreement to Pay Attorneys' Fees

If the City should default under any of the provisions of this ordinance and the Holder of any Series 2025A Warrant should employ attorneys or incur other expenses for the collection of any payments due hereunder or the enforcement of performance or observance of any agreement or covenant on the part of the City herein contained, the City will (to the extent legally enforceable) on demand therefor pay to such Holder the reasonable fees of such attorneys and such other expenses so incurred.

SECTION 9.2 Provisions of Ordinance a Contract

The terms, provisions and conditions set forth in this ordinance constitute a contract between the City and the Holders of the Series 2025A Warrants and shall remain in effect until the Debt Service on the Series 2025A Warrants shall have been paid in full or provision for such payment has been made in accordance with Section 5.2.

SECTION 9.3 Separability Clause

If any provision in this ordinance or in the Series 2025A Warrants shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 9.4 Governing Law

This ordinance shall be construed in accordance with and governed by the laws of the State of Alabama.

SECTION 9.5 Designation of Time for Performance

Except as otherwise expressly provided herein, any reference in this ordinance to the time of day shall mean (a) if the Book-Entry Only System is in effect, the time of day in the city where DTC maintains its place of business for the performance of its obligations under the Book-Entry Only System or (b) if the Book-Entry Only System is no longer in effect, the time of day in the city where the Paying Agent maintains its place of business for the performance of its obligations under this ordinance.

SECTION 9.6 Notices to Holders of the Series 2025A Warrants; Waiver

(a) Where this ordinance provides for notice to any Holder of a Series 2025A Warrant of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to such Holder at the address of such Holder as it appears in the Warrant Register, not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice.

(b) In any case where notice to Holders of the Series 2025A Warrants is given by mail, neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular Holder shall affect the sufficiency of such notice with respect to other Holders of the Series 2025A Warrants. Where this ordinance provides for notice in any manner, such notice may be waived in writing by the person entitled

to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders of the Series 2025A Warrants shall be filed with the City and the Paying Agent, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 9.7 Tax Certificate and Agreement

The City agrees that it will comply with the covenants and agreements to be made by it in the Tax Certificate and Agreement, to be executed and delivered in conjunction with the delivery of the Series 2025A Warrants.

SECTION 9.8 Amendment of Description of Warrant-Financed Facilities or Uses of Series 2025A Warrant Proceeds

The City may amend or change the description of the Warrant-Financed Facilities or the uses of Series 2025A Warrant proceeds contained in this ordinance, provided that: (a) the governing body of the City adopts an ordinance setting forth such amendment or change and (b) the uses, as so amended or changed, are eligible for financing with proceeds of warrants issued pursuant to the Enabling Law and the Economic Development Amendment, (c) such amendment or change will not cause the amount of the Series 2025A Warrants chargeable against the City's constitutional limitation on indebtedness to increase, and (d) such amendment or change would not cause interest on the Series 2025A Warrants to become Taxable.

SECTION 9.9 Inspection of Records

The City will at any and all times, upon the request of the Paying Agent, afford and procure a reasonable opportunity for the Paying Agent by its representatives to inspect any books, records, reports and other papers of the City relating to the performance by the City of its covenants in this ordinance, and the City will furnish to the Paying Agent any and all information as the Paying Agent may reasonably request with respect to the performance by the City of its covenants in this ordinance.

SECTION 9.10 Amendments to Ordinance Not to Affect Tax Exemption

No amendment may be made to this ordinance or the Series 2025A Warrants unless the Paying Agent receives a Favorable Tax Opinion.

SECTION 9.11 Repeal of Conflicting Provisions

All resolutions, ordinances, and orders or parts thereof in conflict with this ordinance are, to the extent of such conflict, hereby repealed.

SECTION 9.12 Effect of Headings and Table of Contents

The article and section headings herein and in the table of contents are for convenience only and shall not affect the construction hereof.

SECTION 9.13 Remedies

In the event that the City should default in the payment of the principal of or interest on the Series 2025A Warrants, or should fail to comply with any of the other covenants and agreements contained in this ordinance, the Holders of the Series 2025A Warrants shall be entitled to exercise all available remedies under the laws of the State of Alabama, whether in law or at equity.

ADOPTED this 25th day of February, 2025.

[S E A L]

Its City Clerk

EXHIBIT 1.1

Description of Warrant-Financed Facilities

The Warrant-Financed Facilities include: (i) the development, acquisition, construction and equipping of the new arena and civic center facilities for the hosting of sports, music, entertainment, theatrical and cultural events, together with associated structures and facilities necessary for the sale and delivery of food, beverage, merchandise and other concessions; (ii) infrastructure, including utilities, roads, sidewalks, lighting and other reasonable infrastructure improvements, to the areas surrounding the new arena and civic center facilities; and (iii) other public capital improvements and assets.

EXHIBIT 3.2(h)

Form of Definitive Terms Certificate

Dated March __, 2025

The undersigned, being the duly elected and acting Mayor of City of Mobile, Alabama, a municipal corporation organized under the laws of the State of Alabama (the “City”), does hereby certify as follows:

1. This certificate is being delivered in connection with the issuance by the City of its \$_____ General Obligation Warrants, Series 2025A (the “Series 2025A Warrants”) under and pursuant to an ordinance duly adopted by the governing body of the City on February 25, 2025 (the “Warrant Ordinance”). Capitalized terms not otherwise defined herein shall have the meanings assigned in the Warrant Ordinance.

2. Section 7.2(b) of the Warrant Ordinance sets forth the parameters for the amount and terms of the Series 2025A Warrants. Section 3.2(h) of the Warrant Ordinance authorizes and directs the undersigned officer of the City to execute and deliver in the name and on behalf of the City a certificate that establishes, within the parameters set forth in Section 7.2(b) of the Warrant Ordinance, the definitive amount and terms of the Series 2025A Warrants (the “Definitive Terms Certificate”). This certificate constitutes the Definitive Terms Certificate contemplated by the Warrant Ordinance.

3. Pursuant to the authority granted by the City set forth in Section 3.2(h) of the Warrant Ordinance, the undersigned officer hereby establishes the following definitive amount and terms of the Series 2025A Warrants:

(a) The aggregate principal amount of the Series 2025A Warrants which may be authenticated and delivered and Outstanding is limited to \$_____.

(b) The Series 2025A Warrants shall be dated March __, 2025 and shall mature on February 15 in the years ____ through ____ (each such maturity date being herein called a “Principal Payment Date”). The principal amount and applicable interest rate of Series 2025A Warrants maturing on each Principal Payment Date is as follows:

Year of Maturity	Principal Amount Maturing	Applicable Interest Rate
-----------------------------	--------------------------------------	-------------------------------------

(c) The Series 2025A Warrants are subject to redemption prior to maturity as set forth on Annex 1 hereto.

4. The undersigned officer of the City hereby certifies that the definitive amount and terms of the Series 2025A Warrants set forth above are in conformity with the parameters set forth in the Warrant Ordinance and in support thereof hereby certifies that: (a) the principal amount of the Series 2025A Warrants is \$_____; (b) the final maturity date for the Series 2025A Warrants is February 15,

____; (c) the interest rate for any maturity of the Series 2025A Warrants does not exceed 6.00%; (d) the weighted average maturity of the Series 2025A Warrants is ____ years; (e) the period of time between the date of the Series 2025A Warrants and the first date on which the Series 2025A Warrants are subject to optional redemption is ____ years, and the premium payable on the Series 2025A Warrants in connection with any such optional redemption is 100.00%; (f) the all-in total interest cost for the Series 2025A Warrants (that is, taking into account accrued interest, any original issue discount or original issue premium, the underwriter's discount, any premiums or fees for credit enhancement paid from proceeds of the Series 2025A Warrants, and any other costs of issuance paid from proceeds of the Series 2025A Warrants) is ____%; (g) the purchase price of the Series 2025A Warrants is not less than 98.50%.

5. The proceeds from the sale of the Series 2025A Warrants shall be delivered to the Paying Agent for deposit in a clearance account and shall be applied by the Paying Agent for the following purposes and in the following order:

(a) the amount (if any) received as accrued interest [and premium] on the sale of the Series 2025A Warrants shall be deposited in the Debt Service Fund;

(b) the issuance expenses specified on the closing statement executed and delivered by an Authorized City Representative at closing shall be paid as provided in such closing statement; and

(c) the balance of such proceeds of the Series 2025A Warrants shall be deposited in the Acquisition Fund and shall be applied as provided in Article 8.

6. The undersigned officer of the City holds such position as of the date hereof.

IN WITNESS WHEREOF, this certificate has been executed by the City as of the first date written above on behalf of the City by the undersigned officer.

CITY OF MOBILE, ALABAMA

Its Mayor

[S E A L]

Annex 1

Provisions Relating to Redemption Prior to Maturity

Optional Redemption. The Series 2025A Warrants, or any smaller principal amount of such Series 2025A Warrants that is a multiple of the smallest authorized denomination, maturing after February 15, 2035 may be redeemed at the option of the City on or after February 15, 2035, at a redemption price (expressed as a percentage of principal amount) equal to 100% of the principal amount to be redeemed plus accrued interest thereon to the redemption date.

[Mandatory Redemption of Term Warrants.

The Series 2025A Warrants maturing on February 15, 20__ (the “20__ Term Warrants”) are subject to mandatory redemption, by lot, at a redemption price equal to 100% of the principal amount to be redeemed plus accrued interest thereon to the redemption date, on February 15 in years and principal amounts (after credit as provided below) as follows:

Year	Amount
20__	
20__	
20__	
20__	
20__	
\$____ of the 20__ Term Warrants will be retired at maturity	

Not less than 45 or more than 60 days prior to each such scheduled mandatory redemption date with respect to 20__ Term Warrants, the Paying Agent shall proceed to select for redemption, by lot, 20__ Term Warrants or portions thereof in an aggregate principal amount equal to the amount required to be redeemed and shall call such 20__ Term Warrants or portions thereof for redemption on such scheduled mandatory redemption date. The City may, not less than 60 days prior to any such mandatory redemption date, direct that any or all of the following amounts be credited against the 20__ Term Warrants scheduled for redemption on such date: (i) the principal amount of 20__ Term Warrants delivered by the City to the Paying Agent for cancellation and not previously claimed as a credit; (ii) the principal amount of 20__ Term Warrants previously redeemed (other than 20__ Term Warrants redeemed pursuant to this paragraph) and not previously claimed as a credit; and (iii) the principal amount of 20__ Term Warrants otherwise deemed paid in full and not previously claimed as a credit.]

EXHIBIT 3.3

Form of Series 2025A Warrants

NOTICE: Unless this warrant is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to City of Mobile, Alabama or its agent for registration of transfer, exchange, or payment, and any warrant issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

City of Mobile, Alabama

General Obligation Warrant, Series 2025A

No. _____ \$ _____

Maturity Date: _____ Interest Rate: _____ CUSIP: _____

The **City of Mobile, Alabama**, an Alabama municipal corporation (the “City”), for value received, hereby acknowledges that it is indebted in the principal sum of

_____ **DOLLARS**

and hereby directs its Executive Director of Finance to pay (but solely out of the Debt Service Fund referred to below) such principal sum to

_____,

or registered assigns, on the maturity date specified above and to pay (but solely out of such Debt Service Fund) interest hereon from the date hereof, or the most recent date to which interest has been paid or duly provided for, until the principal hereof shall become due and payable at the per annum rate of interest specified above. Interest shall be payable on February 15 and August 15 in each year, beginning August 15, 2025 (each such date being herein called an “Interest Payment Date”), and shall be computed on the basis of a 360-day year with 12 months of 30 days each. Interest shall be payable (but solely out of such Debt Service Fund) on overdue principal (and premium, if any) on this warrant and (to the extent legally enforceable) on any overdue installment of interest on this warrant at the Post-Default Rate specified in the Warrant Ordinance referred to below.

The interest so payable on any Interest Payment Date will, as provided in the Warrant Ordinance, be paid to the person in whose name this warrant is registered at the close of business on the Regular Record Date for such interest, which shall be the 1st day (whether or not a Business Day) of the month next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered Holder on such Regular Record Date, and shall be paid to the person in whose name this warrant is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Paying Agent, notice of such Special Record Date being given to Holders of the Series 2025A Warrants not less than 10 days prior to such Special Record Date.

Payment of interest on this warrant due on any Interest Payment Date shall be made by check or draft mailed by the Paying Agent to the person entitled thereto at the address appearing in the Warrant Register maintained by the Paying Agent. Such payments of interest shall be deemed timely made if so

mailed on the Interest Payment Date (or, if such Interest Payment Date is not a Business Day, on the Business Day next following such Interest Payment Date). Payment of the principal of (and premium, if any, on) this warrant and payment of accrued interest on this warrant due upon redemption on any date other than an Interest Payment Date shall be made only upon surrender of this warrant at the Principal Office of the Paying Agent. Upon the terms and conditions provided in the Warrant Ordinance, the Holder of Series 2025A Warrants in an aggregate principal amount of not less than \$100,000 may request that payment of Debt Service on such Series 2025A Warrant be made by wire transfer to an account of such Holder maintained at a bank in the continental United States or by any other method providing for same-day funds that is acceptable to the Paying Agent, provided that such Holder agrees to pay the Paying Agent's customary charge for handling such wire transfer. All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts.

This warrant is one of a duly authorized issue of warrants of the City, aggregating \$_____ in principal amount, entitled "General Obligation Warrants, Series 2025A" (the "Series 2025A Warrants") and issued under and pursuant to an ordinance duly adopted by the governing body of the City on February 25, 2025 (the "Warrant Ordinance") and the constitution and laws of the State of Alabama, including particularly Sections 11-47-2 and 11-81-4 of the Code of Alabama (1975) and Section 94.01 of the Constitution of Alabama of 2022, each as amended. Capitalized terms not otherwise defined herein shall have the meanings assigned in the Warrant Ordinance.

In accordance with the terms of the Warrant Ordinance, Regions Bank, an Alabama banking corporation, has been appointed to serve as "Paying Agent" with respect to the Series 2025A Warrants unless and until a successor is appointed pursuant to the terms and conditions of the Warrant Ordinance.

The indebtedness evidenced by the Series 2025A Warrants is a general obligation of the City for the payment of which the full faith and credit of the City have been irrevocably pledged, pro rata and without preference or priority of one Series 2025A Warrant over another.

Pursuant to the Warrant Ordinance the City has established a special fund for the payment of Debt Service on the Series 2025A Warrants (the "Debt Service Fund") that will be held by the Paying Agent. The City has obligated itself to pay or cause to be paid into the Debt Service Fund from the taxes, revenues or other general funds of the City sums sufficient to provide for the payment of Debt Service on the Series 2025A Warrants as the same becomes due and payable.

In the manner and with the effect provided in the Warrant Ordinance, the Series 2025A Warrants are subject to redemption prior to maturity as follows:

*[Insert redemption provisions
from the Definitive Terms Certificate]*

[Except in the case of mandatory redemption of the Term Warrants,] if less than all Series 2025A Warrants Outstanding are to be redeemed, the particular Series 2025A Warrants to be redeemed may be specified by the City by written notice to the Paying Agent, or, in the absence of timely receipt by the Paying Agent of such notice, shall be selected by the Paying Agent by lot or by such other method as the Paying Agent shall deem fair and appropriate; provided, however, that (i) the principal amount of Series 2025A Warrants of each maturity to be redeemed must be a multiple of the smallest authorized denomination of Series 2025A Warrants, and (ii) if less than all Series 2025A Warrants with the same stated maturity are to be redeemed, the Series 2025A Warrants of such maturity to be redeemed shall be selected by lot by the Paying Agent.

Any redemption shall be made upon at least 20 days' notice in the manner and upon the terms and conditions provided in the Warrant Ordinance.

If less than all Series 2025A Warrants Outstanding with the same maturity are to be redeemed, the particular Series 2025A Warrants to be redeemed shall be selected not less than 20 nor more than 60 days prior to the redemption date (except as noted below) by the Paying Agent from the Outstanding Series 2025A Warrants of such maturity which have not previously been called for redemption.

If a trust is established for payment of less than all Series 2025A Warrants of the same maturity, the Series 2025A Warrants of such maturity to be paid from the trust shall be selected by the Paying Agent within 7 days after such trust is established and shall be identified by a separate CUSIP number or other designation satisfactory to the Paying Agent. The Paying Agent shall notify Holders whose Series 2025A Warrants (or portions thereof) have been selected for payment from such trust and shall direct such Holders to surrender their Series 2025A Warrants to the Paying Agent in exchange for Series 2025A Warrants with the appropriate designation.

Upon any partial redemption of any Series 2025A Warrant, the same shall, except as otherwise permitted by the Warrant Ordinance, be surrendered in exchange for one or more new Series 2025A Warrants of the same maturity and in authorized form for the unredeemed portion of principal. Series 2025A Warrants (or portions thereof as aforesaid) for whose redemption and payment provision is made in accordance with the Warrant Ordinance shall thereupon cease to be entitled to the benefits of the Warrant Ordinance and shall cease to bear interest from and after the date fixed for redemption.

As provided in the Warrant Ordinance and subject to certain limitations therein set forth, this warrant is transferable on the Warrant Register maintained at the Principal Office of the Paying Agent, upon surrender of this warrant for transfer at such office, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the City and the Paying Agent duly executed by, the registered Holder hereof or such Holder's attorney duly authorized in writing, and thereupon one or more new Series 2025A Warrants of authorized denominations and of the same maturity and aggregate principal amount will be issued to the designated transferee or transferees.

The Series 2025A Warrants are issuable as fully registered, book-entry only warrants in the denomination of \$5,000 each or any integral multiple thereof. The Series 2025A Warrants are registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York. As provided in the Warrant Ordinance and subject to certain limitations therein set forth, Series 2025A Warrants are exchangeable for a like aggregate principal amount of Series 2025A Warrants, of any authorized denominations and of the same maturity, as requested by the Holder surrendering the same.

For so long as the Series 2025A Warrants are registered in the name of DTC or its nominee, the Paying Agent shall transfer and exchange Series 2025A Warrants only on behalf of DTC or its nominee, in accordance with the Warrant Ordinance. Neither the City nor the Paying Agent shall have any responsibility for transferring or exchanging any Beneficial Owner's (as defined in the Blanket Letter of Representations between the City and DTC) interest in any Series 2025A Warrants.

No service charge shall be made for any transfer or exchange hereinbefore referred to, but the City may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

The City, the Paying Agent and any agent of the City or the Paying Agent may treat the person in whose name this warrant is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this warrant is overdue, and neither the City, the Paying Agent nor any agent shall be affected by notice to the contrary.

It is hereby certified, recited and declared that the indebtedness evidenced and ordered paid by this warrant is lawfully due without condition, abatement or offset of any description; that this warrant has been registered as a claim against the Debt Service Fund in the manner provided by law; that all acts, conditions and things required by the constitution and laws of the State of Alabama to happen, exist and be performed precedent to and in the issuance of this warrant have happened, do exist and have been performed; and that the indebtedness evidenced and ordered paid by this warrant, together with all other indebtedness of the City, is within every debt and other limit prescribed in the constitution and laws of the State of Alabama.

It is hereby certified, recited and declared that unless the certificate of authentication hereon has been executed by the Paying Agent by manual signature, this warrant shall not be entitled to any benefit under the Warrant Ordinance or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the City has caused this warrant to be duly executed under its official seal.

Dated: _____, 2025.

CITY OF MOBILE, ALABAMA

By: _____
Its Mayor

[SEAL]

Attest:

Its City Clerk

**Registration As Claim Against
Debt Service Fund**

I hereby certify that this warrant has been registered by me as a claim against the Debt Service Fund referred to in this warrant.

Executive Director of Finance

Certificate of Authentication

This warrant is one of the Series 2025A Warrants issued pursuant to the within-mentioned Warrant Ordinance.

Date of Authentication: _____

REGIONS BANK, as Paying Agent

By: _____
Its Authorized Officer

Assignment

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto _____ this warrant and hereby irrevocably constitute(s) and appoint(s) _____ attorney to transfer this warrant on the books of the within named City at the office of the within named Paying Agent, with full power of substitution in the premises.

Dated: _____.

NOTE: The name signed to this assignment must correspond with the name of the payee written on the face of the within warrant in all respects, without alteration, enlargement or change whatsoever.

Signature Guaranteed:

(Bank or Trust Company)

By _____
(Authorized Officer)

Medallion Number: _____

*Signature(s) must be guaranteed by an eligible guarantor institution which is a member of the recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP).

EXHIBIT 3.11(a)

Blanket Letter of Representations

See attached.

EXHIBIT 8.1(b)

Form of Requisition

TO: Regions Bank, Birmingham,
Alabama, as Paying Agent under
the Warrant Ordinance referred to below Requisition No. _____

RE: General Obligation Warrants, Series 2025A, issued by City of Mobile, Alabama (the "City"),
pursuant to an ordinance adopted by the City on February 25, 2025 (the "Warrant Ordinance")

Capitalized terms not otherwise defined herein shall have the meanings assigned in the Warrant Ordinance.

Request for Payment by City of Mobile, Alabama

The City hereby requests payment from the Acquisition Fund of

\$ _____

to

Name of Payee: _____

Address of Payee: _____

Taxpayer ID of Payee: _____

Such payment will be made for the following purpose(s):

(Describe purpose in reasonable detail)

The City hereby certifies that (i) the items for which payment is hereby requested are not items for which any previous request for payment has been made, (ii) the purpose for which such payment is to be made is one for which Acquisition Fund money is authorized to be paid under the Warrant Ordinance, and (iii) such payment will not cause or result in the violation of any covenant contained in the Tax Certificate and Agreement or any applicable provision of law.

Attached to this requisition is an invoice or invoices from the payee named (or, if the City is requesting reimbursement, from the person to whom the City made payment for issuance expenses or the Acquisition Costs) showing that the amount requested to be paid is or was due and payable for the purpose stated in such requisition.

DATED: _____.

CITY OF MOBILE, ALABAMA

By: _____
Authorized City Representative

RESOLUTION

Sponsored by: Councilmember Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that Consuella Phillips is appointed to the Mobile City County Youth Council
effective immediately.

Adopted:

City Clerk

R E S O L U T I O N

Sponsored by: Councilmember William Carroll

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

Type of application:	Retail Beer/Table Wine (Off Premises Only) License
Submitted by:	Aldi, Inc. Alabama
Location:	Aldi 233 1550 Government Street Mobile, AL 36604

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

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

CITY CLERK

LISA G. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
01/30/2025	NEW APPLICATION	2025 - 5713	130814	2	February 18, 2025

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

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

ALDI INC ALABAMA

Trade Name (DBA)

ALDI 233

Location Address

1550 GOVERNMENT STREET

City, State, Zip Code

MOBILE AL 36604

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

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

CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
01/30/2025	NEW APPLICATION	2025 - 5713	130814	2	February 18, 2025

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

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

ALDI INC ALABAMA

Trade Name (DBA)

ALDI 233

Location Address

1550 GOVERNMENT STREET

City, State, Zip Code

MOBILE AL 36604

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



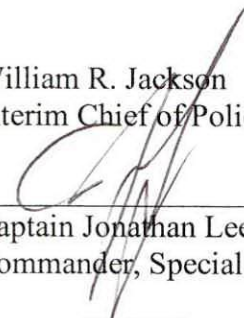
MOBILE POLICE DEPARTMENT



WILLIAM R. JACKSON
CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: William R. Jackson
Interim Chief of Police

From: 
Captain Jonathan Lee
Commander, Special Investigation Section

Date: January 30, 2025

Re: Alcoholic Beverage License Application No. 5713
ALDI INC ALABAMA
D/B/A: ALDI 233
1550 GOVERNMENT STREET
Mobile, AL 36604
David Behm, owner
Philip Beattie, owner

At the request of the City of Mobile Revenue Department, the Mobile Police Department Narcotics and Vice Unit conducted an investigation into the above business. Our records show no discrepancies in the information furnished by the applicant.

This is a new application for a business that will be named ALDI INC ALABAMA. ALDI INC ALABAMA will be conducting business at ALDI 233 located on 1550 Government Street. The City of Mobile Revenue Department has advised their business license is currently being applied for and no taxes have to be paid at this time. The Underage Drinking Coordinator of the Mobile Police Department advised no compliance checks have been completed at this location and it is currently in good standing.

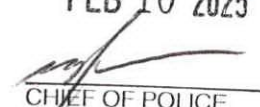
It is my recommendation that the application be:

☒ APPROVED

☐ DENIED

☐ SUBMITTED TO COUNCIL FOR LEGISLATIVE PREROGATIVE

FEB 10 2025


CHIEF OF POLICE



WILLIAM R. JACKSON
CHIEF OF POLICE

MOBILE POLICE DEPARTMENT



2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: Captain Jonathan Lee
Commander, Special Investigation Section

From: 
Lieutenant Charles DeGeer
Commander, Narcotics and Vice Unit

Date: January 30, 2025

Re: Alcoholic Beverage License Application No. 5713
ALDI INC ALABAMA
D/B/A: ALDI 233
1550 GOVERNMENT STREET
Mobile, AL 36604
David Behm, owner
Philip Beattie, owner

I have reviewed the attached application submitted to me by CRO April Dunklin. Our records show no discrepancies in the information furnished by the applicants.

This is a new application for a business that will be named ALDI 233. The City of Mobile Revenue Department advised no taxes need to be paid and their business license is currently being applied for. Since this is a new application, the Underage Drinking Coordinator of the Mobile Police Department has advised the location has not had a compliance check; therefore, the location is currently in good standing. Based on the aforementioned facts, I find no legal reason to deny this application.

Alcoholic Beverage License Application Checklist

According to the City of Mobile Revenue Department, this business has:

☐ an up-to-date business license.

☐ currently paid all taxes due.

☒ other: this liquor application is new; therefore, the business license is currently
being applied for and no taxes need to be paid.


CRO April Dunklin

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
01/30/2025	NEW APPLICATION	2025 - 5713	130814	2	February 18, 2025

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

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

ALDI INC ALABAMA

Trade Name (DBA)

ALDI 233

Location Address

1550 GOVERNMENT STREET

City, State, Zip Code

MOBILE AL 36604

Contact Person Information				
Name	Title	POA	Phone	Email
RAYMOND L BELL JR	COUNSEL	YES		RBELL@MAYNARDNEXSEN.COM

Has any outstanding license and tax issues been addressed and corrected with this business? N/A

What is/was the start date of this business?

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

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date 01/30/2025	Application Type NEW APPLICATION	Application Number 2025 - 5713	License Account # 130814	Council District 2	Council Agenda Date February 18, 2025
License Type Applied for with Alabama ABC Board 050 - RETAIL BEER (OFF PREMISES ONLY)			2nd License Type Applied for with Alabama ABC Board 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)		
Business Information					
Legal Business Name ALDI INC ALABAMA			Trade Name (DBA) ALDI 233		
Business Structure Type CORP - CORPORATION		Incorporation Date 09/13/2000	SOS Entity ID 224 424	State AL	County MONTGOMERY
Federal Tax ID (FEIN) 36-4402103	Alabama State Sales Tax ID 3900 14877	Business Phone Number			
Physical Address (Street Address, Suite #) 1550 GOVERNMENT STREET		City MOBILE	State AL	Zip Code 36604	
Mailing Address (Street Address, Suite #, PO Box) 317 EAST CARSON STREET STE 333		City PITTSBURG	State PA	Zip Code 15219	
Primary Business Activity at the Location Explain (other) GROCERY/MARKET STORE		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name RAYMOND L BELL JR	Title COUNSEL	POA YES	Phone -----	Email RBELL@MAYNARDNEXSEN.COM	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A		Trade Name (DBA)			
ABC License Type		License Number		Any ABC Pending Actions	
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name AXGNL 1 MOBILE AL LP			Property Owner Phone Number -----		Property Owner Email
Property Owner Mailing Address (Street Address, Suite #, PO Box) 15 YORK STREET 7TH FLOOR			City TORONTO	State ONTARIO	Zip Code M5J 0A3
Bldg Square Footage 46,517	Bldg Seating Capacity 0	Restroom Facilities YES	Patio Area NO	Structure Type SINGLE STRUCTURE	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/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					

RB

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information			Copy of Driver's License Must Be Provided for each Person		
Full Name (Last, First, Middle)		Title	Driver's License (State, Number)		
BEHM, DAVID KARL		PRESIDENT			
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number		
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
YES	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
	SEE ATTACHED LIST - MULTIPLE STORES				
Full Name (Last, First, Middle)		Title	Driver's License (State, Number)		
BEATTIE, PHILIP JAMES		ASSISTANT TREASURER			
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number		
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
YES	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
	SEE ATTACHED LIST - MULTIPLE STORES				
Power of Attorney (POA) Information			Copy of Driver's License Must Be Provided for each Person		
Full Name (Last, First, Middle)		Title	Date of Birth	Driver's License (State, Number)	
BELL JR, RAYMOND		COUNSEL			
Home Address (Street Address, Apt/Unit #)		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

RB

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.

RB

The undersigned agree, if a license is used 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 officers of the State, County or Municipality in which the licensed premises are located to enter and search with 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.

RB

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.

RB

The undersigned understands that the City of Mobile 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 the 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 with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

RB

Applicant for the Alcoholic Beverage license, requested by the forgoing 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 therein, the applicant is the only person interested in the business for which license is requested.

RB

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.

RB

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name

Raymond L. Bell Jr.

Owner/Applicant/POA Signature

TJH

Date of Application Signature

1-30-25

Title of Person Signing this Application

POA - Counsel

Sworn to and subscribed before me this **30th** day of **January** 20 **25**

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

R Shawn Skinner

November 19 2025



CITY OF MOBILE
REVENUE DEPARTMENT

January 30, 2025



ALDI 233

1550 GOVERNMENT STREET

MOBILE, AL 36604 USA

ACCOUNT NUMBER: 130814 TERRITORY 2

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u> <u>BILLED</u>	<u>PENALTY</u> <u>DUE</u>	<u>INTEREST</u> <u>DUE</u>	<u>AMOUNT</u> <u>PAID</u>
1973301	12/2025	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.00	\$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, P.O. Box 3065 Mobile, Alabama 36652, www.cityofmobile.org

Skinner, Shawn

From: Online Payments <noreply@tylerportico.com>
Sent: Thursday, January 30, 2025 10:06 AM
To: Skinner, Shawn
Subject: City of Mobile AL Payment Confirmation

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



City of Mobile AL payment confirmation

Hi JOSEPH BERKEBILE,

Thanks for your payment to City of Mobile AL. This email is your receipt.

This purchase will appear on the account statement for your Visa ending in 8150.

Confirmation #: KVFJH94G57

January 30, 2025 10:05 AM CST

Description	Amount
Business License & Tax 2025 Bill # 1973301	\$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](#).



City of Mobile Alcoholic Beverage License Application

Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

- a) In every case where application is made for any type of alcohol beverage license, in addition to other advertising requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

ALDI INC ALABAMA

dba

ALDI 233

has made application to the City Council of the City of Mobile for a

050 - RETAIL BEER (OFF PREMISES ONLY) and 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

for the premises located at

1550 GOVERNMENT STREET

, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on **February 18, 2025** for application number **2025 - 5713**

- b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.
- c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.



Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250116141717962

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: **ALDI 233**

Filing Fee: \$100.00

Applicant: **ALDI INC ALABAMA**

Transfer Fee:

Location Address: 1550 GOVERNMENT ST MOBILE, AL 36604

Mailing Address: 317 E CARSON ST STE 333 PITTSBURG, PA 15219

County: MOBILE Tobacco sales: NO

Tobacco Vending Machines:

Product Type:

Type Ownership: CORPORATION

Book, Page, or Document info: 224 424

Do you sell Draft Beer?:

Date Incorporated: 09/13/2000 State incorporated: AL

County Incorporated: MONTGOMERY

Date of Authority: 09/13/2000

Federal Tax ID: 36-4402103

Alabama State Sales Tax ID: 390014877

Name:	Title:	Date and Place of Birth:	Residence Address:
PHILIP JAMES BEATTIE	ASSISTANT TREASURER		
DAVID KARL BEHM	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: RAYMOND BELL

Business Phone: 251-300-6293

Fax:

Home Phone: 251-709-8335

Cell Phone: 251-709-8335

E-mail: RBELL@MAYNARDNEXSEN.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: 20250116141717962

If applicant is leasing the property, is a copy of the lease agreement attached?

Name of Property owner/lessor and phone number: AXGNL 1 MOBILE AL LP 647-985-6500

What is lessors primary business? PROPERTY OWNERSHIP AND MANAGEMENT

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: 22021 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: CITY LIMITS Police protection: CITY

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

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250116141717962

Initial each

RB
DR

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

RB

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

RB

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

XX

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

XX

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

XX

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

RB

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.

RB

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.

RB

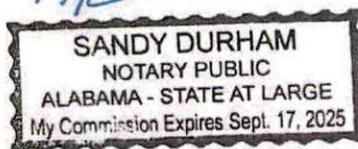
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Randy L. Ball Jr

Signature of Applicant: RB

Notary Name (print):

Notary Signature:



Commission expires:

Application Taken:

Submitted to Local Government:

Received in District Office:

App. Inv. Completed:

Reviewed by Supervisor:

Forwarded to District Office:

Received from Local Government:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250116141717962

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

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

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

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: OTHER ALDI STORES



**ILLINOIS STATE POLICE
BUREAU OF IDENTIFICATION
260 NORTH CHICAGO STREET
JOLIET, ILLINOIS 60432-4075**

STEVEN W EVERETT

A SEARCH OF THE FILES OF THIS BUREAU MADE PURSUANT TO THE UCIA NAME BASED INQUIRY SUBMITTED BY YOUR AGENCY, FAILED TO REVEAL ANY CRIMINAL CONVICTION RECORD FOR THE SUBJECT IN QUESTION.

THIS RESPONSE DOES NOT PRECLUDE THE EXISTENCE OF CONVICTION INFORMATION UNDER OTHER PERSONAL IDENTIFIERS. TO ENSURE THAT INFORMATION FURNISHED BY THE ILLINOIS STATE POLICE POSITIVELY PERTAINS TO THE SUBJECT IN QUESTION, A UCIA FINGERPRINT INQUIRY SHOULD BE SUBMITTED.

ONE COPY OF THIS RESPONSE HAS BEEN PROVIDED. REQUESTS MADE FOR LICENSING OR EMPLOYMENT PURPOSES REQUIRE THE REQUESTER TO PROVIDE THE APPLICANT WITH A COPY OF THIS RESPONSE. THE APPLICANT THEN HAS 7 DAYS TO NOTIFY THE ILLINOIS STATE POLICE OF ANY INACCURACIES. THE APPLICANT MAY INITIATE PROCEEDINGS TO CHALLENGE OR CORRECT SUCH ERRORS BY CONTACTING THE BUREAU OF IDENTIFICATION.

ANY PERSON WHO INTENTIONALLY AND KNOWINGLY REQUESTS, OBTAINS, OR SEEKS TO OBTAIN CONVICTION INFORMATION UNDER FALSE PRETENSES, DISSEMINATES INACCURATE OR INCOMPLETE CONVICTION INFORMATION OR VIOLATES ANY OTHER PROVISION OF ILLINOIS COMPILED STATUTES, CHAPTER 20, ACT 2635 ET SEQ., MAY BE GUILTY OF A CRIME PUNISHABLE BY UP TO ONE YEAR IMPRISONMENT AND/OR MAY INCUR CIVIL LIABILITIES.

THE SEARCH ROUTINE USED TO PROCESS YOUR SUBMISSION DID NOT INCLUDE AN INQUIRY INTO THE ILLINOIS STATE POLICE SEX OFFENDER REGISTRATION FILE. TO DETERMINE IF THE SUBJECT OF YOUR INQUIRY IS A REGISTERED SEX OFFENDER, PLEASE CHECK THE ILLINOIS STATE POLICE REGISTERED SEX OFFENDER INFORMATION WEB SITE AT "WWW.ISP.STATE.IL.US".

IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT THE BUREAU OF IDENTIFICATION CUSTOMER SUPPORT UNIT BY EMAIL AT ISP.BOL.CUSTOMER.SUPPORT@ILLINOIS.GOV OR LEAVE A MESSAGE AT 815/740-5160.

IDENTIFIERS

REQUEST DATE:		INQUIRY TYPE:	UCIA	RESULT:	NO RECORD ON FILE
TCN:	CHP1930005775504	DCN:			
Name:	BEHM, DAVID K				
Sex:	MALE	Race:	WHITE	DOB:	

STATE USE ONLY

**WARNING: RELEASE OF THIS INFORMATION TO UNAUTHORIZED INDIVIDUALS OR AGENCIES OR MISUSE IS PROHIBITED BY FEDERAL LAW
TITLE 42 USC 3789G PERTAINING TO CRIMINAL HISTORY INFORMATION**



**ILLINOIS STATE POLICE
BUREAU OF IDENTIFICATION
260 NORTH CHICAGO STREET
JOLIET, ILLINOIS 60432-4075**

STEVEN W EVERETT

A SEARCH OF THE FILES OF THIS BUREAU MADE PURSUANT TO THE UCIA NAME BASED INQUIRY SUBMITTED BY YOUR AGENCY, FAILED TO REVEAL ANY CRIMINAL CONVICTION RECORD FOR THE SUBJECT IN QUESTION.

THIS RESPONSE DOES NOT PRECLUDE THE EXISTENCE OF CONVICTION INFORMATION UNDER OTHER PERSONAL IDENTIFIERS. TO ENSURE THAT INFORMATION FURNISHED BY THE ILLINOIS STATE POLICE POSITIVELY PERTAINS TO THE SUBJECT IN QUESTION, A UCIA FINGERPRINT INQUIRY SHOULD BE SUBMITTED.

ONE COPY OF THIS RESPONSE HAS BEEN PROVIDED. REQUESTS MADE FOR LICENSING OR EMPLOYMENT PURPOSES REQUIRE THE REQUESTER TO PROVIDE THE APPLICANT WITH A COPY OF THIS RESPONSE. THE APPLICANT THEN HAS 7 DAYS TO NOTIFY THE ILLINOIS STATE POLICE OF ANY INACCURACIES. THE APPLICANT MAY INITIATE PROCEEDINGS TO CHALLENGE OR CORRECT SUCH ERRORS BY CONTACTING THE BUREAU OF IDENTIFICATION.

ANY PERSON WHO INTENTIONALLY AND KNOWINGLY REQUESTS, OBTAINS, OR SEEKS TO OBTAIN CONVICTION INFORMATION UNDER FALSE PRETENSES, DISSEMINATES INACCURATE OR INCOMPLETE CONVICTION INFORMATION OR VIOLATES ANY OTHER PROVISION OF ILLINOIS COMPILED STATUTES, CHAPTER 20, ACT 2635 ET SEQ., MAY BE GUILTY OF A CRIME PUNISHABLE BY UP TO ONE YEAR IMPRISONMENT AND/OR MAY INCUR CIVIL LIABILITIES.

THE SEARCH ROUTINE USED TO PROCESS YOUR SUBMISSION DID NOT INCLUDE AN INQUIRY INTO THE ILLINOIS STATE POLICE SEX OFFENDER REGISTRATION FILE. TO DETERMINE IF THE SUBJECT OF YOUR INQUIRY IS A REGISTERED SEX OFFENDER, PLEASE CHECK THE ILLINOIS STATE POLICE REGISTERED SEX OFFENDER INFORMATION WEB SITE AT "WWW.ISP.STATE.IL.US".

IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT THE BUREAU OF IDENTIFICATION CUSTOMER SUPPORT UNIT BY EMAIL AT ISP.BOI.CUSTOMER.SUPPORT@ILLINOIS.GOV OR LEAVE A MESSAGE AT 815/740-5160.

IDENTIFIERS

REQUEST DATE: **INQUIRY TYPE:** UCIA **RESULT:** NO RECORD ON FILE
TCN: CHP1930005775554 **DCN:**
Name: BEATTIE, PHILIP J
Sex: MALE **Race:** WHITE **DOB:** _____

STATE USE ONLY

**WARNING: RELEASE OF THIS INFORMATION TO UNAUTHORIZED INDIVIDUALS OR AGENCIES OR MISUSE IS PROHIBITED BY FEDERAL LAW
TITLE 42 USC 3789G PERTAINING TO CRIMINAL HISTORY INFORMATION**

Attachment 2

Aldi, Inc. Alabama

City of Mobile ABC License Application

Designated Owners / Officers

Adli, Inc.

David Karl Behm. President

Length of Residence – 10+

License No.:

DOB:

POB:

Philip James Beattie, Assistant Treasurer

Length of Residence – 10+

License No.:

DOB:

INCUMBENCY CERTIFICATE

I, David K. Behm, President of ALDI INC. (ALABAMA), hereby certify that as of this date each person or entity listed below is a duly elected officer and/or director of said corporation, holding the title indicated below.

NAME:

David K. Behm

Philip J. Beattie

Aldi Inc.

OFFICE:

President

Assistant Treasurer

100% Owner Entity

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of November, 2024.



David K. Behm
President

LIMITED POWER OF ATTORNEY

Know all persons by these presents that Aldi, Inc. (Alabama) has made, constituted, and appointed, and by these presents does hereby make, constitute, and appoint RAYMOND BELL attorney ("ATTORNEY DELEGATES"):

Its true and lawful attorney, for it, and in its name, place, and stead, to execute for and on behalf of the undersigned, in the undersigned's capacity as manager of one or more Aldi, Inc. (Alabama) (the "Company"), all Alabama licensing-related documents for the Company, giving and granting unto its said ATTORNEY DELEGATE to do and perform all and every act, as to all intents and purposes as it might or could do, with full power of revocation, hereby ratifying and confirming all that is said ATTORNEY DELEGATE shall lawfully do or cause to be done by virtue hereof with respect to the limited power described above.

Neither this Power of Attorney nor any power or authorization granted hereunder may be transferred to any third person or entity. This Power of Attorney shall be revoked automatically and terminate immediately in its entirety at such time that ATTORNEY DELEGATE ceases to act as the Company's national alcohol license legal counsel.

IN WITNESS WHEREOF, the undersigned, DAVID BEHM, has executed this Limited Power of Attorney on the 28th day of October, 2024.



DAVID BEHM

President – Aldi, Inc. (Alabama)

STATE OF ALABAMA
FOR-PROFIT CORPORATION
ARTICLES OF INCORPORATION

INSTRUCTIONS:
Step 1: Contact the Office of the Secretary of State at (334) 242-5324 to reserve a corporate name.
Step 2: To incorporate, file the original, two copies of the Articles of Incorporation and the Certificate of Probate's filing fee is \$35 and the Secretary of State's filing fee is \$50.
Pursuant to the provisions of the Alabama Business Corporation Act, the undersigned hereby adopts the following Articles of Incorporation.

Article I The name of the corporation is Adi Inc. (Alabama)

Article II The duration of the corporation is perpetual, unless otherwise stated.
Article III The corporation has been organized for the following purpose(s):
To engage in any lawful act or activity for which a corporation may be organized under the Alabama Business Corporation Act.

Article IV The number of shares which the corporation shall have the authority to issue is 1,000

Article V The street address (NO PO BOX) of registered office is 3000 Interstate Park Drive, Suite 204, Montgomery, Alabama 36109 and the name of registered agent at that office is The Corporation Company

Article VI The name(s) and address(es) of the Director(s) is Francis L. Frazier
Charles B. Youngstrom

Article VII The name(s) and address(es) of the Incorporator(s) is Shelley L. Clifford, c/o Clifford, Carson & Derricks, 321 N. Clark Street, Ste. 3400, Chicago, IL 60610

Any provision, not inconsistent with the law for the regulation of the internal affairs of the corporation or for the restriction of the transfer of shares may be added.
IN WITNESS WHEREOF, the undersigned Incorporator executed these Articles of Incorporation on this, the 7th day of August, 2000.

THIS DOCUMENT PREPARED BY: Shelley L. Clifford
Type or Print Name of Incorporator Shelley L. Clifford
Signature of Incorporator Shelley L. Clifford

ALM-1-20620 CT Special Order
CERTIFIED COPY
I hereby certify this document was filed in Montgomery County, Alabama on 8/6/2000
Book 0088-224
Page 424
Judge of Probate Shelley L. Clifford
State of Alabama Montgomery Co
I certify this document was filed on 9/6/00 4:08:12 PM Abstracts 14106
Reese McKinney, Jr.
Judge of Probate
Corporation Profit
Index Fee \$ 40.00
EO, Deput page fee \$ 60.00
Recording Fee \$ 35.00

STATE OF ALABAMA

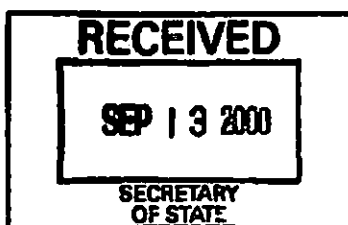
#	212001
Posted by:	Checked by:
CS	

I, Jim Bennett, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Section 10-2B-4.02, Code of Alabama 1975, and upon an examination of the corporation records on file in this office, the following corporate name is reserved as available:

Aldi Inc. (Alabama)

This domestic corporation name is proposed to be incorporated in Montgomery County and is for the exclusive use of Laura Payne, 2000 Interstate Park Drive, Montgomery, AL 36109 for a period of one hundred twenty days beginning September 6, 2000 and expiring January 5, 2001.



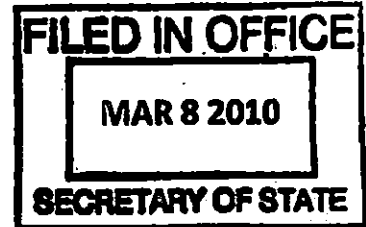
In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the City of Montgomery, on this day.

September 6, 2000
Date

Jim Bennett
Jim Bennett

Secretary of State

# 212-001	
Posted by:	Checked by:
AP	AP



STATE OF ALABAMA

**STATEMENT OF CHANGE OF REGISTERED AGENT OR
REGISTERED OFFICE OR BOTH**

CHECK ONE: ☐ FOREIGN CORPORATION
☒ DOMESTIC PROFIT CORPORATION

PURSUANT TO THE PROVISIONS OF THE ALABAMA BUSINESS CORPORATION ACT, THE UNDERSIGNED CORPORATION SUBMITS THE FOLLOWING STATEMENT FOR THE PURPOSE OF CHANGING ITS REGISTERED AGENT, ITS REGISTERED OFFICE, OR BOTH IN THE STATE OF ALABAMA.

State of Incorporation: Montgomery County

1. The name of the corporation:
Aldi Inc. (Alabama)

2. The name of the present registered agent:
THE CORPORATION COMPANY

3. The street address of the present registered office:
2000 INTERSTATE PARK DR STE 204 MONTGOMERY, AL 36109

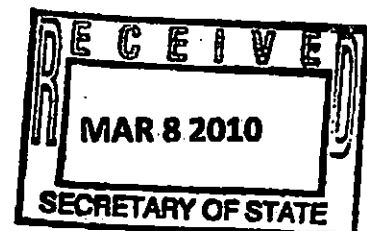
4. The name of its successor registered agent:
C T CORPORATION SYSTEM

5. The street address (NO PO BOX) to which the registered office is to be changed (street address of registered agent and registered office must be identical):
2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104

6. If you are changing the street address of the registered agent, you are required to notify the corporation in writing of the change in the registered agent's address.

7. Date: March 8, 2010

\$5 Filing Fee



I, as authorized by <u>C T CORPORATION SYSTEM</u> certify that the above named entity was notified of this change of address in writing. <u>Kenneth Uva</u> Signature of Registered Agent
--

MAIL ORIGINAL APPLICATION WITH THE FILING FEE OF \$5.00 TO:
SECRETARY OF STATE, CORPORATIONS DIVISION, PO Box 5516, MONTGOMERY, ALABAMA 36103-5516

CORP 00316 PAGE 0241

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION
AMENDMENT TO FORMATION/ARTICLES

PURPOSE: In order to amend a Business Corporation's (formerly known as For-Profit Corporation) Certificate of Formation/Articles of Incorporation under Section 10A-2-10.06 of the Code of Alabama 1975, this Amendment and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the corporation was initially formed/incorporated.

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fees to the Office of the Judge of Probate in the county where the corporation's Certificate of Formation was recorded. Contact the Judge of Probate's Office to determine the county filing fees. Make a separate check or money order payable to the Secretary of State for the state filing fee of \$50.00 and the Judge of Probate's Office will transmit the fee along with a certified copy of the Amendment to the Office of the Secretary of State within 10 days after the filing is recorded. Once the Secretary of State's Office has indexed the filing, the information will appear at www.sos.alabama.gov under the Government Records tab and the Business Entity Records link - you may search by entity name or number. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment (see attached). Your Amendment will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored.

This form must be typed or laser printed.

1. The name of the corporation from the Certificate of Formation/Articles of Incorporation:

ALDING, (ALABAMA)

2. The date the Certificate of Formation was filed in the county: 08 / 08 / 2000 (format MM/DD/YYYY)

3. The fees, dates, and places of filing of any previous Amendments:
Attach a listing if necessary.

4. Alabama Entity ID Number (Format: 000-000): 212 - 001
INSTRUCTION TO OBTAIN ID
at www.alabama.gov under the Government Records tab. Click on Business Entity Records, click on Entity Name, enter the registered name of the entity in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity - this verification step is strongly recommended.
(For SOS Use Only)

This form was prepared by: (type name and full address)

Kathleen A. Chyns
Dinkler Biddle & Reath LLP
181 N. Wacker Drive, Ste. 3700
Chicago, IL 60608

DB Corp Amendment - 9/2011

page 1 of 2

Sec. Of State

Entity Change
D/C
212-001
Date 4/30/2013
Time 17:00
138503
File
\$50.00
Ackn
\$100.00
Exp
\$150.00
Total
06/014

DOMESTIC BUSINESS CORPORATION AMENDMENT

[Instruction on Amendment completion: 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 form 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). You may file the information as an Amendment also, but the change form must be on file with the Secretary of State per 10A-1-3.12(a)(2) to effect the change in the public records database.]

5. The following amendment was adopted on 04 / 01 / 2013 (format MM/DD/YYYY):

The following are the current officers of the corporation as of April 1, 2013:

Troy Marshall - Vice President

Terry E. Plottmiller - Secretary/Treasurer

☐ Additional Amendments and the dates on which they were adopted are attached.

Item 6, 7, or 8 MUST be checked/completed with any appropriate attachments.

6. ☒ The board of directors without shareholder action approved the Amendment. Shareholder action was not required.

7. ☐ The shareholders approved the Amendment. The total number of votes entitled to be cast was _____ (Information is required for Item a or b). Complete one of the following:

a. The total number of votes cast for amendment was _____ and the total number of votes cast against amendment was _____.

b. The total number of undisputed votes cast for amendment was _____ which was a sufficient number of votes to approve amendment.

8. ☐ Amendment by voting groups was required; the information required in Item 5 above is provided for each voting group and is attached to and made part of this Domestic Business Corporation Amendment document.

4/22/2013
Date (MM/DD/YYYY)

Terry E. Plottmiller
Signature as required by 10A-2-1-20

Terry Plottmiller
Typed Name of Above Signature

Secretary/Treasurer
Typed Title/Capacity to Sign under 10A-2-1-20

DB Corp Amendment - 9/2011

Page 2 of 2



STATE OF ALA MONTGOMERY CO.
I CERTIFY THIS INSTRUMENT WAS FILED ON
CORP 00316 PG 0241-0242 2013 Apr 25 03:53PM
STEVEN L. REED
JUDGE OF PROBATE

INDEX
REC FEE
CERT
CHECK TOTAL
182464

\$5.00
\$25.00
\$0.00
\$30.00

Clerk: #103 03:57PM

CERTIFIED COPY

I hereby certify this document was filed in
Montgomery County, Alabama on 4/25/13 in
Book CORP 00316
Page 0241-0242

Steven L. Reed
Judge of Probate

STATE OF ALABAMA



COBP 00371 PAGE 0040

**DOMESTIC BUSINESS CORPORATION
AMENDMENT TO FORMATION/ARTICLES**

PURPOSE: In order to amend a Business Corporation's (formerly known as For-Profit Corporation) Certificate of Formation/Articles of Incorporation under Section 10A-2-10.06 of the Code of Alabama 1975, this Amendment and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the corporation's Certificate of Formation was initially filed.

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fees to the Office of the Judge of Probate in the county where the corporation's Certificate of Formation was recorded. Contact the Judge of Probate's Office to determine the county filing fees. Make a separate check or money order payable to the Secretary of State for the state filing fee of \$50.00 and the Judge of Probate's Office will transmit the fee along with a certified copy of the Amendment to the Office of the Secretary of State within 10 days after the filing is recorded. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment (see attached). Your filing will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored (\$30.00 fee).

(For County Probate Office Use Only)

This form must be typed or laser printed.

1. The name of the corporation from the Certificate of Formation/Articles of Incorporation:

Aldi Inc. (Alabama)

2. The date the Certificate of Formation was filed in the county: 09 / 06 / 2000 (format MM/DD/YYYY)

3. The titles, dates, and places of filing of any previous Amendments: _____
Attach a listing if necessary.

4. Alabama Entity ID Number (Format: 000-000): 212 - 001 **INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM:** If you do not have this number immediately available, you may obtain it on our website at www.sos.alabama.gov click Business Services, click on Business Entity Search, click on Entity Name, enter the name of the entity in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity - this verification step is strongly recommended.

(For SOS Use Only)

This form was prepared by: (type name and full address)

Amanda Maria
Aldi Inc.
1245 Corporate Blvd.
Aurora, IL 60505

RECEIVED DATE
MAR 20 2019

SECRETARY OF STATE
OF ALABAMA
Page 1 of 2

DB Corp Amendment - 01/2019

Alabama
Sec. Of State
Entity Change
212-001 D/C
Date 3/20/2019
Time 11:23
190320 2 Pg
File \$50.00
Rchn \$6.00
Exp \$6.00
Total \$62.00
09/011

DOMESTIC BUSINESS CORPORATION AMENDMENT

[Instruction on Amendment completion: 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 form 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). You may file the information as an Amendment also, but the change form must be on file with the Secretary of State per 10A-1-3.12(a) (2) to effect the change in the public records database.]

5. The following amendment was adopted on 12 / 06 / 2008 (format MM/DD/YYYY):

Effective December 4, 2008, Francis Brazier resigned as a director of the Corporation.

Additional Amendments and the dates on which they were adopted are attached.

Item 6, 7, or 8 MUST be checked/completed with any appropriate attachments.

6. ☒ The board of directors without shareholder action approved the Amendment. Shareholder action was not required.
7. ☐ The shareholders approved the Amendment. The total number of votes entitled to be cast was _____ (information is required for item a or b). Complete one of the following:
- The total number of votes cast for amendment was _____ and the total number of votes cast against amendment was _____.
 - The total number of undisputed votes cast for amendment was _____ which was a sufficient number of votes to approve amendment.
8. ☐ Amendment by voting groups was required; the information required in item 5 above is provided for each voting group and is attached to and made part of this Domestic Business Corporation Amendment document.

02/04/2019
Date (MM/DD/YYYY)

[Signature]
Signature as required by 10A-2-1.20

LYNN MOSER
Typed Name of Above Signature

Assistant Secretary
Typed Title/Capacity to Sign under 10A-2-1.20

STATE OF ALA. MONTGOMERY CO.
I CERTIFY THIS INSTRUMENT WAS FILED ON
CORP 00371 PG 0040-0041 2019 Mar 13 04:28PM
STEVEN L. REED
JUDGE OF PROBATE

INDEX	\$5.00
REC FEE	\$25.00
CERT	\$0.00
CHECK TOTAL	\$30.00
337173	Clerk #101 04:28PM

CERTIFIED COPY

I hereby certify this document was filed in
Montgomery County, Alabama on 3/13/19
in Book Corp 00371
Page 0040 - 0041

Steven L. Reed
Judge of Probate

INCUMBENCY CERTIFICATE

I, David K. Behm, President of ALDI INC. (ALABAMA), hereby certify that as of this date each person or entity listed below is a duly elected officer and/or director of said corporation, holding the title indicated below.

NAME:

OFFICE:

David K. Behm

President

Philip J. Beattie

Assistant Treasurer

Aldi Inc.

100% Owner Entity

IN WITNESS WHEREOF, I have hereunto set my hand this 20 day of November, 2024.



David K. Behm
President



OGDEN UT 84201-0038

In reply refer to: 0433288999
Aug. 27, 2018 LTR 333C 0
36-4402103 201712 02

00005510
BODC: LM

ALDI INC ALABAMA
% KIMBERLY J SHANNER
1200 N KIRK RD
BATAVIA IL 60510-1443

48222

Taxpayer Identification Number: 36-4402103
Tax Period(s): Dec. 31, 2017

Form: 1120

Dear Taxpayer:

Thank you for the inquiry dated June 20, 2018.

We considered your request for an extension of time to file your Form 1120 for the tax period Dec. 31, 2017.

We have approved your application and have extended the time to Oct. 15, 2018.

If penalties and interest were assessed on your account, they will be recalculated based on the extended due date of your tax return. You should receive a notice of adjustment within the next few weeks.

If you have any questions, please call us toll free at 1-800-829-0115.

If you prefer, you may write to us at the address shown at the top of the first page of this letter.

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Keep a copy of this letter for your records.

Telephone Number () _____ Hours _____

We apologize for any inconvenience we may have caused you.



2025
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

ALDI INC (ALABAMA)
DBA ALDI #140
DBA ALDI #147
DBA ALDI 145

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	3900 14877	01/1/2025	12/31/2025

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: 4451

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman
Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

10 MCFARLAND BLVD NORTHPORT AL 35476-3348
10140 COUNTY ROAD 48 FAIRHOPE AL 36532-0000
1025 MARBLE TERRACE HOOVER AL 35244-0000
11100 US HIGHWAY 431 GUNTERSVILLE AL 35976-5649
113 SIMMSVILLE RD ALABASTER AL 35007-0000
115 US HIGHWAY 72 W ATHENS AL 35611-4201
11909 MEMORIAL PKWY SW HUNTSVILLE AL 35803-0000
130 E PRIDE BLVD FOLEY AL 36535-0000
1349 MCFARLAND BLVD E TUSCALOOSA AL 35404-3839
1413 BELTLINE RD SW DECATUR AL 35601-5503
1550 GOVERNMENT ST MOBILE AL 36604-1106
1568 EASTERN BLVD MONTGOMERY AL 36117-1629
1601 MORRIS AVE FULTONDALE AL 35068-1699
1617 S COLLEGE ST AUBURN AL 36832-6638
1817 E MAIN ST PRATTVILLE AL 36066-5505
1831 CHEROKEE AVE SW CULLMAN AL 35055-5547
200 BIG MOUNTAIN CIR PELHAM AL 35124-4150
200 N HOOD AVE GADSDEN AL 35903-1542
2400 FREDERICK RD OPELIKA AL 36801-7222
27060 US HIGHWAY 98 DAPHNE AL 36526-4824
2891 ALLISON BONNETT MEMORIAL DR HUEYTOWN AL 35023-1859
2900 MEMORIAL PKWY SW HUNTSVILLE AL 35801-5634
2910 MORGAN RD STE 128 BESSEMER AL 35022-6476
3658 AIRPORT BLVD MOBILE AL 36608-1616
3670 MARKETPLACE DR PHENIX CITY AL 36867-2309
40 N WALSTON BRIDGE RD JASPER AL 35504-8621
411 COX CREEK PKWY FLORENCE AL 35630-1191
428 GREEN SPRINGS HWY HOMEWOOD AL 35209-4910
4445 US HIGHWAY 231 WETUMPKA AL 36092-3345
4639 HIGHWAY 280 BIRMINGHAM AL 35242-5031
4701 PINSON BLVD PINSON AL 35126-1129
4710 UNIVERSITY DR NW UNIT R-1 HUNTSVILLE AL 35816-3434
5021 RANGELINE SERVICE RD MOBILE AL 36619-0000
516 AVALON AVE MUSCLE SHOALS AL 35661-2810
520 GENE REED RD BIRMINGHAM AL 35215-8216



2025
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

ALDI INC (ALABAMA)
DBA ALDI #140
DBA ALDI #147
DBA ALDI 145

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	3900 14877	01/1/2025	12/31/2025

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: 4451

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman
Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

5303 MCCLELLAN BLVD ANNISTON AL 36206-1690
5485 PATRICK WAY BIRMINGHAM AL 35235-3508
5801 MCFARLAND BLVD NORTHPORT AL 35476-3540
630 BOLL WEEVIL CIR ENTERPRISE AL 36330-2734
710 ACADEMY DR BESSEMER AL 35022-5200
7340 EASTCHASE PKWY MONTGOMERY AL 36117-6884
7400 CRESTWOOD BLVD IRONDALE AL 35210-2305
75 HOLMES DR OXFORD AL 36203-0000
7676 HIGHWAY 72 W MADISON AL 35758-9556
9082 MOFFETT RD SEMMES AL 36575-5242
975 SCHILLINGER RD S MOBILE AL 36695-9804

LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of MOBILE and in the county of

MOBILE. State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION - call the Map & Plat room at Mobile County Revenue Dept. at 574-8534)

Please see the attached deed.

The above described property is () owned, (☒) leased, () sub-leased, or otherwise surrendered to Aldi Inc. Alabama who has applied for an Alabama Alcoholic Beverage License at the above location.

Sworn to and subscribed before me this 27th day of January, 20 25.

Marcia Zgoda
Notary Public

AXGNL I Mobile AL LP
By: AXGNL I Mobile AL GP LLC

Paul F. Wells January 27, 2025
Property Owner Paul F. Wells, Manager Date

October 21, 2026
My Commission Expires

Paul F. Wells 1-30-25
Licensee Date

MARCIA ZGODA
NOTARY PUBLIC, STATE OF NEW YORK
Reg. No. 01ZG6082153
QUALIFIED IN ERIE COUNTY
My Commission Expires October 21, 2026

**AGREEMENT ALLOWING THE CITY OF MOBILE TO
POST PUBLIC NOTICE SIGN ON PROPERTY**

I hereby agree to allow the City of Mobile to post a sign on my property notifying the general public that an application for the sale of alcohol is being considered for this location. I understand that the City of Mobile will erect and maintain said sign and remove the sign after the application is considered by the City.

Jan 16/25

Date

Darrell Shipp

Owner of Property (Signature)

Darrell Shipp, on behalf of AXGNL 1 Mobile AL LP
Print Name of Property Owner

83 Yonge St, Ste 400
Address

Toronto, ON M5J 0A3 CANADA

City

State

Zip

I agree that I will not remove or discard the City of Mobile's sign, and I will be responsible for reimbursing the City of Mobile for the cost of the sign if it is discarded.

1/16/25

Date

[Signature]

Applicant's Signature

Aldi Inc. (Alabama) - David Behm
Print Name of Applicant

377 E Carson St, Suite 333
Address

Pittsburgh
City

PA
State

15219
Zip



My Place

City of Mobile ...

GIS Data

Information for Address: 1550 Government St

[Search for New Ad...](#)

Parcel Owner / Mailing Address:

Axgnl 1 Mobile Al Lp
15 York Street 7Th Floor
Toronto, On M5J0A

Parcel Information:

Parcel: R022910214001027.001 / 1963085

Parcel Subdivision:

Unknown

Parcel Jurisdiction:

Mobile City Limits

Neighborhood Renewal District:

Address is not within a Neighborhood Renewal District

Historic District:

(Old Dauphin Way)

PLS Section:

4S1W21

Census Tract:

000902

Zipcode:

36604

--- Public Services ---

Garbage Pickup:

(Thursday East / Route E)

Trash Pickup:

(Monday North / 1-TD-7)

Fire District:

(Fire Station 8 Melton)

Police Precinct/Beat:

(Precinct 3 Beat 37)

--- Political ---

City Council District:

District: (2)

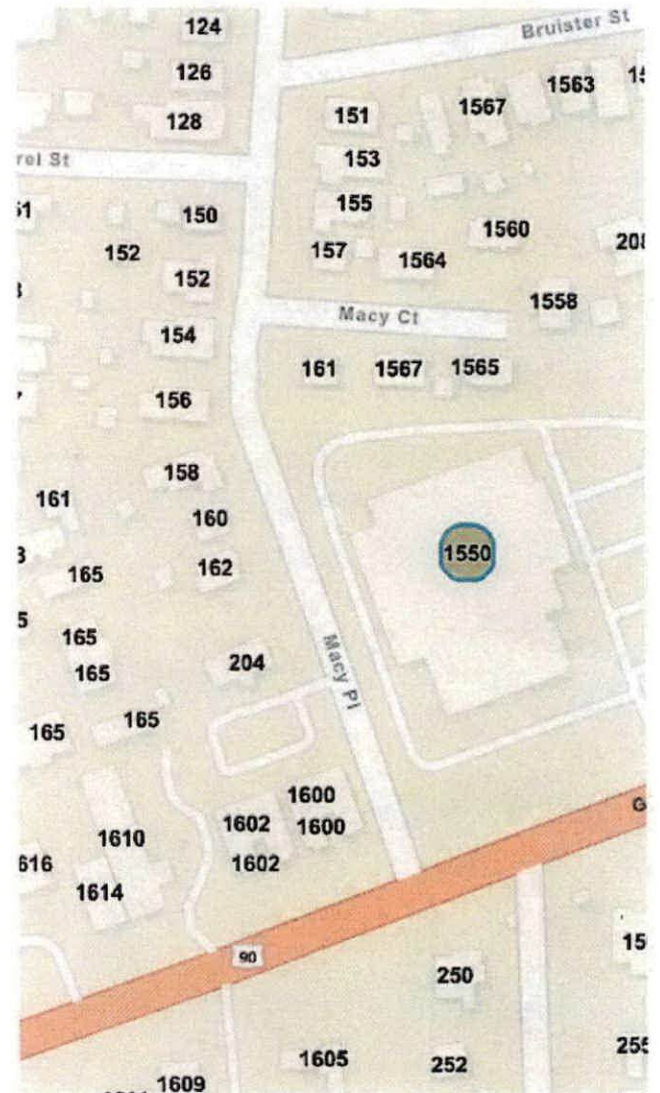
William Carroll - (251) 208-7441

County Commissioner District:

District: (3)

State House District:

District: (27)



+

-



Data Source: Property data is from the Mobile County Revenue Commission, Address Information from the City of Mobile.

Disclaimer: All information in this application is provided "as is", with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not

[Application Support](#)

Copyright: City of Mobile

2024

Mobile County Property Search

Key Number: 1963085 For Year 2024

Property Details

Account	
Key Number:	1963085
Legal Description:	COM AT PT WHERE N RW LINE OF GOVT ST IS INT BY E RW LINE OF MACY ST RUN NLY ALG E RW LINE OF MACY ST 170.71 FT TO PT TH WITH DEFL ANG OF 90 DEG TO RT RUN ELY 40 FT TO POB OF PPTY HEREIN DESC TH WITH DEFL ANG OF 90 DEG LT RUN NLY PAR WITH E RW LINE OF MACY ST 186 FT TO PT TH WITH INT ANG OF 90 DEG RUN ELY 216 FT TH WITH INT ANG OF 90 DEG RUN SLY 37.33 FT TH WITH INT ANG OF 270 DEG RUN ELY 5.08 FT TH WITH INT ANG OF 90 DEG RUN SLY 111.84 FT TH WITH INT ANG OF 90 DEG RUN WLY 5.08 FT TH WITH INT
Parcel Number:	2910214001027001
Type:	Real
Property Class:	2
Location	
Address:	1550 GOVERNMENT ST MOBILE, AL 36604-1106
Owner	
Name:	AXGNL 1 MOBILE AL LP
Mailing Address:	199 BAY STREET STE 5300 TORONTO, ONTARIO M5L1B9
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value:	\$4,198,200
Land Value:	\$370,800
Appraised Value:	\$4,569,000
Taxable Value:	\$4,569,000



NOTICE!

Notice is hereby 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 at the physical location below

License Type(s)

050 - RETAIL BEER (OFF PREMISES ONLY)

070 - RETAIL TABLE WINE (OFF PREMISES ONLY)

Legal Business Name

ALDI INC ALABAMA

Trade Name (DBA)

ALDI 233

Location Address

1550 GOVERNMENT STREET

Zip Code

36604

Application Number

2025 - 5713

Notice Post Date @ Location

01/30/2025

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

February 18, 2025

Date

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 to the City of Mobile City Clerk Office

A blue ink signature of the Applicant/POA, consisting of stylized initials.

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, 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.

AXGNL 1 MOBILE AL-LP
c/o AXGNL (US) GP I Inc.
15 York St., 7th Floor
Toronto, Ontario M5J 0A3

JUN 13 2022
1333

June 10, 2022

VIA OVERNIGHT MAIL

Winn-Dixie Montgomery Leasing, LLC
c/o Southeastern Grocers
8928 Prominence Parkway, #200
Jacksonville, FL 32256
Attn: General Counsel

RE: Lease Agreement dated June 27, 1985 (as amended, assigned and/or otherwise modified, the "Lease") by and between Winn-Dixie Montgomery, LLC ("Tenant"), and Weinacker's Plaza, LLC ("Landlord") for certain premises located at 1550 Government Street, Mobile, Alabama 36604 (the "Premises")

Dear Tenant:

Please be advised that on May 31, 2022 (the "Effective Date"), the Landlord's interest in the Lease was assigned to AXGNL 1 MOB. The purpose of this letter is to inform you of the acquisition communication.

In connection with such sale, Landlord, as seller, has assigned and Lease and the applicable security deposit, if any, to Purchaser, and agreed to perform all of Landlord's obligations under the Lease. obligations as Tenant under the Lease from and after Effective Date your obligations to pay rent) shall be performable to and for the benefit and assigns, and (ii) all of the obligations of the Landlord under the Lease shall be binding obligations of Purchaser, and its successors. have no further obligations under the lease.

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BSK

In accordance with the terms of the Lease, please be advised of the following:

NOTICE ADDRESS: *All future correspondence and notices regarding the terms and conditions relative to the Lease should be sent to the address noted below:*

AXGNL (US) GP I Inc.
15 York St., 7th Floor
Toronto, Ontario M5J 0A3
Attention: Jack Flatley
Phone: 647-985-6500
Email: operations@axiarealassets.com

RENT PAYMENTS: *Effective immediately, all rental payments must be sent to:*

ACH/EFT Wire Instructions:

KeyBank, N.A.
4910 Tiedeman Rd
Brooklyn, OH 44144
Account Name:
Account Number:
ABA:
Swift Code

Lockbox Address:

AXIA Real Assets – AXGNL 1 Mobile AL LP
P.O. Box 74488
Cleveland, OH 44194-0002

Overnight Address:

KeyBank Lockbox
Attn: POB 74488
4910 Tiedeman Rd
Brooklyn, OH 44144

INSURANCE REQUIREMENTS: To the extent not already delivered to Purchaser, please have your insurance agent re-issue a **Certificate of Insurance** naming Purchaser and its lender as **additional insureds**. This information will also need to be provided upon all subsequent renewal periods. The Certificate Holder block should read as follows:

AXGNL 1 MOBILE AL LP
c/o AXGNL (US) GP I Inc.
15 York St., 7th Floor
Toronto, Ontario M5J 0A3

and

KeyBank National Association
1200 Abernathy Road NE, Suite 1550
Atlanta, Georgia 30328

Please adjust your records accordingly with respect to the above changes in information and do not hesitate to call with any questions or requests. We hope that you will enjoy your tenancy with us.

[Remainder of this page intentionally left blank; signature follows]

We appreciate your patience and cooperation during this transition.

Sincerely,

AXGNL 1 FOLEY AL LP, a Delaware limited partnership

By: AXGNL 1 Foley AL GP LLC

Its: General Partner

By: Darrell Shipp

Name: Darrell Shipp

Title: Manager

FOURTH AMENDMENT TO LEASE
(Winn-Dixie Store #1333)
1550 Government Boulevard, Mobile, Alabama

THIS FOURTH AMENDMENT TO LEASE (this "Amendment") is executed and entered into this 8th day of March, 2018 (the "Effective Date") by and between **WEINACKER'S PLAZA, LLC**, an Alabama limited liability company (the "Landlord"), whose address is c/o John Weinacker, P.O. Box 1604, Mobile, AL 36608, and **WINN-DIXIE MONTGOMERY LEASING, LLC**, a Florida limited liability company (as successor in interest to Winn-Dixie Montgomery, Inc., a Florida corporation and hereinafter referred to as "Tenant") whose address is 8928 Prominence Parkway, #200, Jacksonville, Florida 32256.

RECITALS

A. Tenant and Landlord entered into that certain Lease Agreement dated June 27, 1985, recorded in Book 2812, Page 435 in the Office of the Judge of Probate, Mobile County, Alabama; as amended by that certain Addendum to Delchamps, Lease dated June 27, 1985 and recorded in Book 2812, Page 432 in the Office of the Judge of Probate, Mobile County, Alabama; as amended by that certain Letter Agreement dated April 30, 1986; as amended by that certain Memorandum of Assignment and Assumption of Lease dated January 11, 2001 and recorded in Book 4943, Page 1773 in the Office of the Judge of Probate, Mobile County, Alabama; as amended by that certain Assignment and Assumption of Lease dated January 11, 2001; as amended by that certain Agreement Amending and Extending Lease dated September 27, 1999; as amended by that certain Notice of Assignment of Tenant's Interest in Leases dated November 21, 2006, recorded in Book 6085, Page 1765 in the Office of the Judge of Probate, Mobile County, Alabama, and as amended by that certain Third Amendment to Lease dated January 6, 2012 (collectively the "Lease") for property located in the Weinacker's shopping center (the "Shopping Center"), Mobile, Mobile County, Alabama, as more particularly described in the Lease (the "Demised Premises").

B. The parties are desirous of modifying and amending the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and set forth in the Lease, together with other good and valuable consideration, the parties hereto agree to amend the Lease it being understood that the changes effectuated in this Amendment shall control in construing the aforesaid Lease to-wit:

1. **Capitalized Terms.** Capitalized terms used in this Amendment that are not specifically defined herein shall have the meanings given such terms in the Lease.

2. **Plot Plan.** The parties hereby agree that Plot Plan Exhibit "1" attached to the Lease is hereby deleted and the Plot Plan Exhibit "A-1" attached hereto is substituted therefore. Said Plot Plan Exhibit "A-1" shall take the place of the original Plot Plan Exhibit "1" for all intents and purposes as the context of the Lease and amendments thereto may require.

3. **Landlord's Work.**

(a) Tenant hereby consents to the construction by Landlord or its designee(s) of a new building (the "New Building") for leasing separately defined small shops spaces ("Small Shops") in accordance with Exhibit "A-1" in the location depicted on Site Plan ("Landlord's Work") at Landlord's sole cost and expense. Tenant's consent to Landlord's Work shall be subject to the following: (i) Landlord hereby agrees that the New Building shall not exceed Ten Thousand, Two Hundred (10,200) square feet; (ii) Landlord hereby agrees that the New Building structure shall not be higher than the Demised Premises; (iii) the Landlord agrees that any and all Small Shops tenants shall reimburse its pro rata share of the Shopping Center's common area maintenance expenses and Tenant's common area maintenance obligations shall be

IN WITNESS WHEREOF, the parties have duly signed, sealed and executed this Amendment in the presence of the subscribing witnesses the day and year first above written.

WITNESSES:

Brandi C. West
Print Name: Brandi C. West
Hugh L. White
Print Name: Hugh L. White

LANDLORD:

WEINACKER'S PLAZA, LLC, an Alabama limited liability company

By: John P. B. Weinacker
Name: John P. B. Weinacker
Its: Member

WITNESSES:

Angela Guzman
Print Name: Angela Guzman
Clinton Bitcosh
Print Name: Clinton Bitcosh

TENANT:

WINN-DIXIE MONTGOMERY LEASING, LLC, a Florida limited liability company

By: Brian P. Carney
Name: Brian P. Carney
Title: Executive Vice President

LEGAL: APPROVED

ATTY: 3/14/18

DATE: 3/14/18

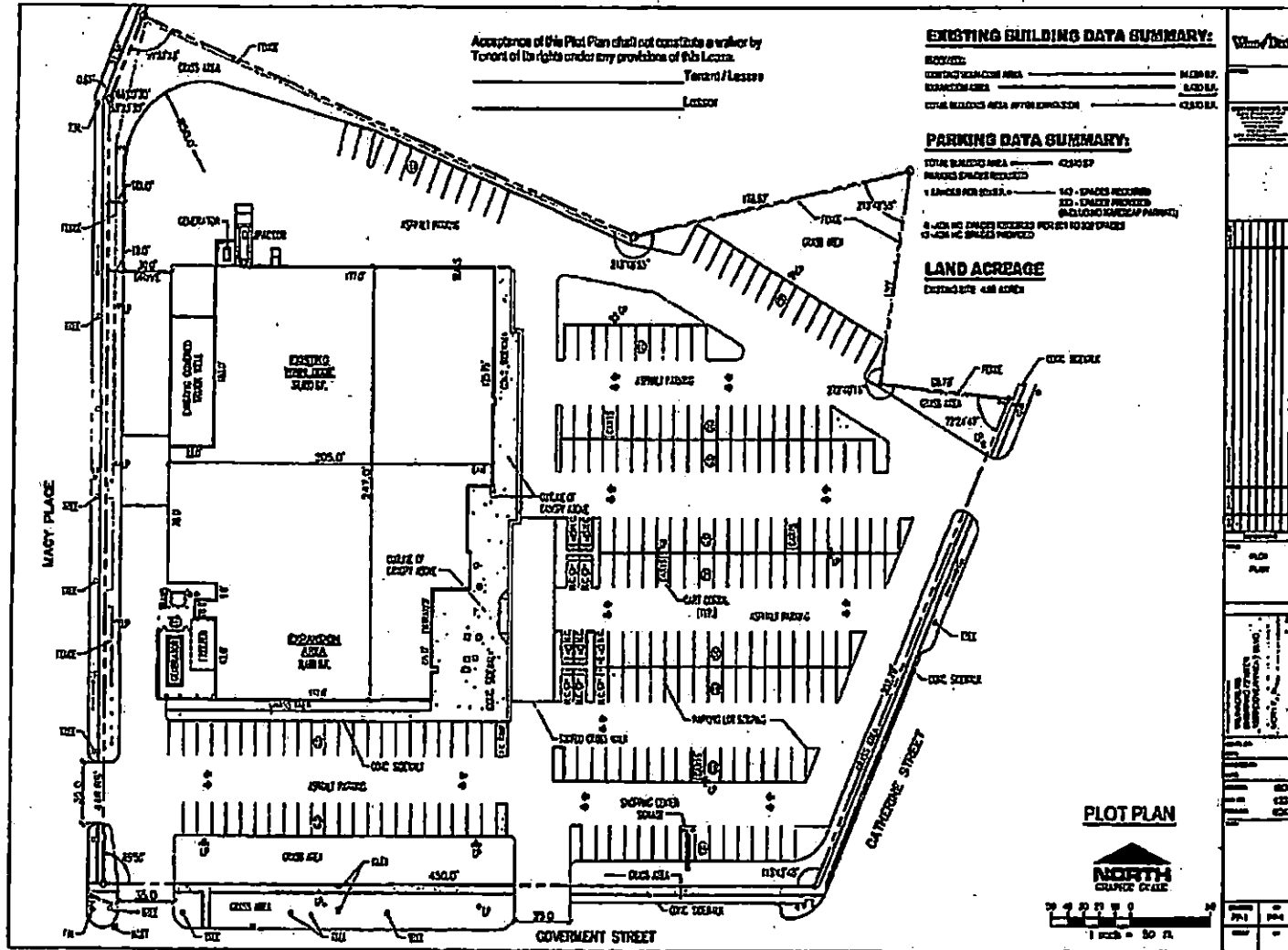


CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

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 ☐ Sole Proprietorship ☐ Limited Liability Company (LLC) ☒ Corporation		Application Type ☒ New Business ☐ New Owner ☐ Location Change		Transfer - License? ☒ No ☐ Yes Relocation Date		Description/Type ☒ 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 ALDI INC ALABAMA				Trade Name (DBA) ALDI #233			
Company Physical Address (Street Address, Suite #) 1550 GOVERNMENT STREET				City MOBILE	State AL	Zip Code 36604	
Business Contact Person Information Name RAYMOND L BELL JR		Title POA - COUNSEL	Phone (251) 709-8335	Email RBELL@MAYNARDNEXSEN.COM			
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 46,517	Parking Provided 237	Parking Required 155	Compliance YES		Zoning B-2	Approved Yes	
Comments							
Print Name Payton Rogers		Signature 		Digitally signed by Payton W. Rogers Reason: I have reviewed this document Contact Info: 251-208-5895 Date: 2025.01.30 12:02:21-06'00'		Date 1/30/25	



Skinner, Shawn

From: Planning
Sent: Thursday, January 30, 2025 12:04 PM
To: Skinner, Shawn
Subject: ZC Request Status Updated- ALDI INC ALABAMA dba ALDI 233; ZC-148757-2025
Importance: High

Status: Denied/More Info Needed
Business Name: ALDI INC ALABAMA dba ALDI 233
ZC Case Number: ZC-148757-2025
Planner Comments:

ZONING CLEARANCE: Not approved. The property has unfinished building permits that will require a Final Certificate of Occupancy to be issued by the Permitting Department prior to issuance of a Zoning Clearance. The applicant may contact Permitting at 251-208-7602

ABC APPLICATION: Approved and attached

Skinner, Shawn,

The status of the above mentioned ZC request has been updated by Rogers, Payton. You may click the link below to open the *New Zoning Clearance Requests List*.

*****This is an automated email for notification purposes only. Please do not reply to this email.*****

RESOLUTION

Sponsored by: Councilmember Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that
Golden Avenue be given the honorary name of “Miller Hill Johnson Slater Way”.

Adopted:

City Clerk

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22, Code of Alabama 1975, of \$500.00 to the following employee:

- Tara Boyce (January 2025) (Employee # 16836)
Administrative Services – Human Resources

This employee is to be commended for her exemplary work performance or innovations that significantly reduce costs for results in an outstanding improvement in service to the public.

Adopted:

City Clerk

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of \$500 each to the following employee(s):

January 2025 FFOM – Jonathan R. Jeffrey (Emp #18205)

This employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

City Clerk

Email address	hallt@cityofmobile.org
Name of Nominee	Jonathan Jeffrey
Rank of Nominee	Driver
Assignment of Nominee	Engine 19
Date of Incident	Feb 09, 2025
Type of Award being requested	Employee of the Month
Summary of Incident / Action	I am writing to recognize Driver Jeffrey for his dedication and professionalism within Mobile Fire Rescue. Since joining the department in 2018 and earning a promotion in 2023, he has consistently demonstrated a strong work ethic and commitment to excellence. Driver Jeffrey actively invests time in training and mentoring younger crew members, both within and outside his team. His diligence in sharing knowledge and refining essential skills reflects his dedication to the department's success. His efforts not only strengthen the team but also highlight his potential for continued professional growth within the department. In addition to his leadership and training efforts, Driver Jeffrey is highly professional in emergency situations, whether on fire or medical scenes. He remains calm under pressure, ensuring that each call is handled efficiently and effectively. His willingness to help others, both on and off the job, speaks to his character and dedication to the department. He consistently maintains a positive attitude, creating a supportive and motivating environment for those around him.
Name of Originator	Timothy Hall
Rank of Originator	Chief
Assignment of Originator	District 2
I certify that the fact contained in the summery are both known to me and are a matter of record.	Yes

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of \$500 to the following employee:

- **February 2025 – Robert Fischer (Employee # 15960) Public Works (Parks & Recreation, Azalea City Golf Course)**

This employee is to be commended for their exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Cory Penn

WHEREAS, *Councilmember Penn wishes to appropriate **\$1,000.00** to Gulf Coast Caribbean Carnival Association, from District 1 Discretionary Fund (10041020 42080); and*

WHEREAS, Gulf Coast Caribbean Carnival Association, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Gulf Coast Caribbean Carnival Association, *will be used to assist with operational costs.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$1,000.00** to Gulf Coast Caribbean Carnival Association, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate \$1,000.00 to Mobile County Public School System – Continuous Learning Center, from District 1 Discretionary Funds (10041020 42080); and*

WHEREAS, *Chastang-Fournier K-8 Mobile County Public School System – Continuous Learning Center School*, is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *Mobile County Public School System – Continuous Learning Center*, will be used to assist with the 2025 Black History Celebration on February 28, 2025, which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$1,000.00 to Mobile County Public School System – Continuous Learning Center for the purposes described hereinabove and pursuant to the language on request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Cory Penn

WHEREAS, *Councilmember Penn wishes to appropriate **\$500.00** to Mobile United, from District 1 Discretionary Fund (10041020 42080); and*

WHEREAS, Mobile United, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Mobile United, *will be used to assist with Annual MLK Day of Service.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$500.00** to Mobile United, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember William Carroll

WHEREAS, *Councilmember Carroll wishes to appropriate \$500.00 to Mobile United, from District 2 Discretionary Fund (10041020 42080); and*

WHEREAS, Mobile United, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Mobile United, *will be used to assist with Annual MLK Day of Service.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$500.00 to Mobile United, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember C. J. Small

WHEREAS, *Councilmember Small wishes to appropriate **\$500.00** to Mobile United, from District 3 Discretionary Fund (10041020 42080); and*

WHEREAS, Mobile United, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Mobile United, *will be used to assist with Annual MLK Day of Service.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$500.00** to Mobile United, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Ben Reynolds

WHEREAS, *Councilmember Reynolds wishes to appropriate **\$500.00** to Mobile United, from District 4 Discretionary Fund (10041020 42080); and*

WHEREAS, Mobile United, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Mobile United, *will be used to assist with Annual MLK Day of Service.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$500.00** to Mobile United, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Joel Daves

WHEREAS, *Councilmember Daves wishes to appropriate \$500.00 to Mobile United, from District 5 Discretionary Fund (10041020 42080); and*

WHEREAS, Mobile United, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Mobile United, *will be used to assist with Annual MLK Day of Service.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$500.00 to Mobile United, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Josh Woods

WHEREAS, *Councilmember Woods wishes to appropriate \$500.00 to Mobile United, from District 6 Discretionary Fund (10041020 42080); and*

WHEREAS, Mobile United, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Mobile United, *will be used to assist with Annual MLK Day of Service.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$500.00 to Mobile United, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Gina Gregory

WHEREAS, *Councilmember Gregory wishes to appropriate \$500.00 to Mobile United, from District 7 Discretionary Fund (10041020 42080); and*

WHEREAS, Mobile United, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Mobile United, *will be used to assist with Annual MLK Day of Service.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$500.00 to Mobile United, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Cory Penn

WHEREAS, *Councilmember Penn wishes to appropriate **\$2,500.00** to Mothers Involved Against Gun Violence, from District 1 Discretionary Fund (10041020 42080); and*

WHEREAS, Mothers Involved Against Gun Violence, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Mothers Involved Against Gun Violence, *will be used to assist with associated costs of upcoming events.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$2,500.00** to Mothers Involved Against Gun Violence, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember C. J. Small

WHEREAS, *Councilmember Small wishes to appropriate **\$2,500.00** to Mothers Involved Against Gun Violence, from District 3 Discretionary Fund (10041020 42080); and*

WHEREAS, Mothers Involved Against Gun Violence, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Mothers Involved Against Gun Violence, *will be used to assist with costs of upcoming events associated with venue rentals, promotional items, guest speakers, and activities.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$2,500.00** to Mothers Involved Against Gun Violence, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Gina Gregory

WHEREAS, Councilmember Gregory wishes to appropriate **\$500.00** to ***Mothers Involved Against Gun Violence***, from District 7 Discretionary Fund (10041020 42080); and

WHEREAS, ***Mothers Involved Against Gun Violence***, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ***Mothers Against Gun Violence***, will be used to *assist with operational expenses*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$500.00 to Mothers Against Gun Violence**, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember William Carroll

WHEREAS, *Councilmember Carroll wishes to appropriate **\$8,300.00** to Africatown Community Development Corporation, from District 2 Discretionary Fund (10041020 42080) to be used as a performance contract; 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 the curb, sidewalk, and asphalt project.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$8,300.00** to Africatown Community Development Corporation, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember William Carroll

WHEREAS, *Councilmember Carroll wishes to appropriate **\$750.00** to All Things Africatown Community Corporation, from District 2 Discretionary Fund (10041020 42080); and*

WHEREAS, All Things Africatown Community 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 All Things Africatown Community Corporation, *will be used to assist with the Africatown Festival of the Arts and Culture event.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$750.00** to All Things Africatown Community Corporation, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember William Carroll

WHEREAS, *Councilmember Carroll wishes to appropriate \$2,000.00 to United Family Development Corporation, from District 2 Discretionary Fund (10041020 42080); and*

WHEREAS, United Family 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 United Family Development Corporation, *will be used to assist with the Christmas on the Avenue Event.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$2,000.00 to United Family Development Corporation, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

Robison C. McClure, Jr.
Vice President



January 14, 2025

Councilman Joel T. Daves, IV
P. O. Box 1827
Mobile, Alabama 36633

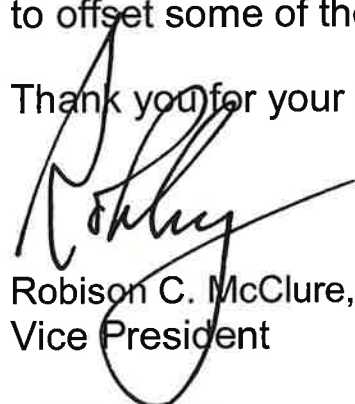
Dear Joel:

On behalf of Infirmary Foundation, I request you consider funding \$ 10,000 from your discretionary fund in support of our indigent care program here at the Mobile Infirmary. Such support is greatly needed and appreciated when given towards this.

At the Infirmary, we provide over \$ 59 million dollars in uncompensated care each year which impacts our resources considerably.

Your support from the City of Mobile would certainly be appreciated and be used to offset some of the indigent care provided the community we both serve.

Thank you for your service on the Council, it should never be taken for granted.



Robison C. McClure, Jr.
Vice President

RCMcCJr:db

CITY OF MOBILE
APPLICATION FOR DISCRETIONARY FUNDING
AND BUDGET JUSTIFICATION

I. ORGANIZATIONAL INFORMATION

- A. Name of Organization Infirmary Foundation, Inc.
Tax I.D. 63-0870620 (Required) Entity I.D. _____
- B. Mailing Address: P.O. Box 2226
City: Mobile State: AL Zip: 36652
- C. Telephone: (251) 435-4447 Fax: (251) 435-2060 E-mail: robby.mcclure@infirmaryhealth.org
- D. Type of Organization: (CHECK ONE)
- ☐ For-Profit Corporation/LLC ☐ Sole Proprietor ☐ Partnership
- ☒ Not-For-Profit Corporation ☐ Not-For-Profit Organization/Association

PLEASE ATTACH ANY DOCUMENTATION OF NON-PROFIT STATUS, IF APPLICABLE

II. CONTRACT INFORMATION

- A. Contract Manager: Robison McClure E-Mail: robby.mcclure@infirmaryhealth.org
- B. Contract Type: (CHECK ONE) ☐ City-Sponsored ☐ Arts and Culture
 ☐ Sports and Recreation ☐ Economic Development
 ☒ Social Services; Other
- C. Statistical:
1. Total client population to be served FY2024 : 207,203
 2. Percentage of client population served that are Mobile residents 46.13% %
 3. Percentage of client population that is socially and economically disadvantaged: 18.32% %
 4. How successful are you at reaching your targeted communities to offer organizational services?

Located in the heart of Mobile, Mobile Infirmary has 689 licensed beds, including the J.L. Bedsole Rotary Rehabilitation Hospital. It is among the leading hospitals in the state for surgical volume and will be launching a Surgical Residency Program in the next year. It has the regions only long-term acute care hospital. Mobile Infirmary has a renowned cancer program, Infirmary Cancer Care with surgical, radiation and medical oncology. Recently, the program entered into a formal affiliation agreement with UAB which allows local cancer patients in Mobile to access clinical trials and receive innovative treatment close to home. In May 2024, Mobile Infirmary earned The Joint Commission certification as a Comprehensive Stroke Center which expands the level of care for stroke treatment in our region to the highest level. Mobile Infirmary launched its new internal medicine residency program in 2024 with 35 residents and in 2025 we received 5000 applications for the 35 spots we have available. This program will impact the number of trained physicians in our community and will hopefully address the provider shortage in Mobile and across the State of Alabama.

III. PROGRAM INFORMATION (attach additional sheets if necessary)

A. Organizational Purpose

As the largest not-for-profit healthcare provider in Alabama, Infirmary Health's services are different. Our mission is to treat our patients with a focus on LIFE. This acronym embodies Mobile Infirmary's core values of serving our community with focus on Leadership, Integrity, Family and Excellent Service. At Mobile Infirmary, patients receive premier medical services marked by the professionalism and compassion that achieves our vision of being the first choice of healthcare in the region.

B. Activities and services to be provided through this contract (attach additional sheets if necessary), including budget justification

The funding will be used to make needed security equipment and facility upgrades that improve the ability of Mobile Infirmary to treat patients in a safe and secure environment.

C. How do you determine whether or not these events are successful?

Mobile Infirmary provides emergency healthcare services to residents of Mobile, AL through our emergency department without regard for a patient's ability to pay. As a large urban hospital, it has become necessary of us to increase security at our hospital to ensure the safety of our patients and employees. Funding from the City of Mobile is used with other contributions from the community to ensure that we are able to continue to fulfill our mission.

Our safety program will include new safety alert badges for all employees on our campus to ensure if a problem arises our security staff can respond quickly. We will also be adding metal detectors at entry points to prevent bad actors from bringing in weapons.

D. What sets you apart from other agencies offering similar services?

Our hospital serves the largest number of patients in the region. Within the City of Mobile, Mobile Infirmary treats the largest percentage of patients as well. We have a disproportionate number of patients that would be considered socially or economically disadvantaged in the communities surrounding our hospital. Our commitment to providing the best healthcare to our community for over 110 years is what sets us apart.

E. What is your impact on the City of Mobile?

Mobile Infirmary has been the foundation for healthcare in our community for over 110 years. We have over 700 physicians and employ over 2500 people at Mobile Infirmary. Infirmary Health System employs 6000 people across the region. Mobile Infirmary provides the most comprehensive healthcare services and continues to do this with the support of our community partners.

F. Which other agencies does your organization coordinate with to deliver services?

DeBakey Foundation: Drug Bus
Exploreum: iHealthy / My Body exhibit
Bishop State Community College: RN apprenticeship program
University of Mobile: RN apprenticeship program
Coastal Alabama Community College: RN apprenticeship program
Victory Health Partners: provide them with their facility for \$1 per year.

IV. FINANCIAL INFORMATION

- A. Organization's Fiscal Year Ending: March 31
- B. Amount Requested from the City: \$ 10,000
- C. Percentage of revenues from City compared to total revenues received .004 %
- D. Plan for reduced City support or self-sufficiency:

The proposed security upgrades once completed will not require ongoing funding from the City of Mobile. Our indigent care program is ongoing and as a result, we request support from a variety of interested stakeholders who have an interest in the health of the community. By its nature these resources are for uncompensated care provided to the most vulnerable in our community and are a benefit to the residents of Mobile.

E. Include the following with your request:

1. Most recent annual financial report, audited or unaudited, if any (unaudited financial statements should include a Balance Sheet and an Income Statement/Profit & Loss Statement)
2. Proposed Budget for the upcoming fiscal year
3. If applicable, a copy of all available non-profit documentation (Secretary of State or Probate Court Organizational filings, enabling legislation or resolution, 501-c3 certification, etc.), even if you have previously submitted it.
4. A brief analysis of the funds you received from the most recent Performance Contract (if applicable); i.e., How much did you receive and how did you spend it?
5. A copy of your W-9 form, even if you have previously submitted it. All groups must have and provide a Tax ID/EIN Number. These may be obtained online through the IRS EIN Application or by filing IRS form SS-4. The City cannot provide legal/accounting advice for this.

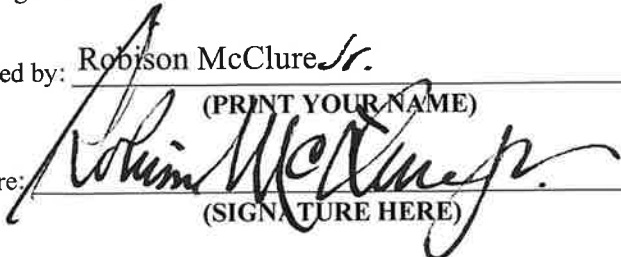
V. CONFLICT OF INTEREST

The following City government or public officials have either (1) an interest, directly or indirectly, in this contract or the work or service to be performed, or (2) are employed in any capacity by this organization, corporation, or group, or (3) serves as an officer, director, or agent of this organization, corporation, group, or other entity: (Please indicate 'None' if applicable.)

<u>Name</u>	<u>Position in public organization or government</u>	<u>Position in Contract Organization</u>
_____	_____	_____
_____	_____	_____

The Alabama Ethics Law, Code of Alabama 1975, Section 36-25-9(c) states, "No member of any county or municipal agency, board, or commission shall vote or participate in any matter in which the member or family member of the member has any financial gain or interest."

Submitted by: Robison McClure Jr. Title: Vice President
(PRINT YOUR NAME)

Signature:  Date: 1/29/2025
(SIGNATURE HERE)

**CITY OF MOBILE, AL
VENDOR INFORMATION FORM**

Company Information:

1. City Vendor Number: **297809**

2. Name of Company: **Infirmiry Foundation, Inc.**

3. Company D.B.A. Name, if any:

4. Mailing Address:
**Infirmiry Foundation
P.O. Box 2226
Mobile, AL 36652**

5. Remittance Address:
**Infirmiry Foundation
P.O. Box 2226
Mobile, AL 36652**

6. Telephone: **(251) 435-4447**

7. Fax **(251) 435-2060**

8. Main Email: **foundationevents@infirmiryhealth.org**

Primary Contact:

9. Contact Name and Title: **Mr. Robison McClure**

10. Contact Phone: **(251) 435-4448**

11. Contact Fax: **(251) 435-2060**

12. Contact Email: **robby.mcclure@infirmiryhealth.org**

Alternate Contact (if applicable):

13. Alt. Contact Name and Title: **Mrs. Diana Brinson**

14. Alt. Contact Phone: **(251) 435-4447**

15. Alt. Contact Fax: **(251) 435-4447**

16. Alt. Contact Email: **diana.brinson@infirmiryhealth.org**

City of Mobile Business License Information:

17. City of Mobile Business License No. (if required):

Please attach additional sheets if necessary.

ELECTRONIC PAYMENT AUTHORIZATION

I authorize the City of Mobile to pay amounts owed to my company by EFT (electronic funds transfer). In the event of any discrepancy, the City has the authority to reverse the payment and debit my account for the incorrect payment amount.

All fields are required to be completed.

Company Name	Infirmity Foundation, Inc.
--------------	----------------------------

City Vendor No. _____ Tax Identification No. 63-0870620
(if available)

Billing Address	P.O. Box 2226
-----------------	---------------

City State Zip Mobile, AL 36652

EFT Contact Person	Joshua Williams
--------------------	-----------------

EFT Contact Phone (251) 435-3043

EFT Contact Email diana.brinson@infirmaryhealth.org
(required for EFT payment notification emails)

Bank Name	Regions Bank
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Routing Number 062000019 Account Number 0309174710

Account Type ☒ Checking or ☐ Savings

Authorized Official (print) Robison McClure

Authorized Official (signature) [Signature] Date 01/29/2025

For City Use Only:

Vendor No. _____

Entered Date _____

EVIDENCE OF LIABILITY INSURANCE

Issue Date:
1-10-2025

INSURED:

Infirmity Health System, Inc.
P.O. Box 2226
Mobile, AL 36652

THIS DOCUMENT IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE HOLDER. THIS DOCUMENT DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE PROGRAM BELOW.

COMPANIES AFFORDING COVERAGE

Company Letter	A	American Oak Hill Assurance LTD
Company Letter		

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES 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 DOCUMENT MAY BE ISSUED OR MAY PERTAIN, THE INDEMNITY AFFORDED BY THE COVERAGES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH PROGRAM. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	PROGRAM NUMBER	PROGRAM EFFECTIVE DATE	PROGRAM EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY ☒ COMPREHENSIVE FORM ☐ PREMISES/OPERATIONS ☐ UNDERGROUND EXPLOSION & COLLAPSE HAZARD ☐ PRODUCTS/COMPLETED OPER ☐ CONTRACTUAL ☐ INDEPENDENT CONTRACTORS ☐ BROAD FORM PROPERTY DAMAGE ☐ PERSONAL INJURY	1-16401-00-24	09/01/24	09/01/25	BODILY INJURY OCC	\$
					BODILY INJURY AGG.	\$
					PROPERTY DAMAGE OCC	\$
					PROPERTY DAMAGE AGG	\$
					BI & PD COMBINED OCC	\$ 1M
					BI & PD COMBINED AGG	\$ 3M
					PERSONAL & ADVERTISING INJURY OCC	\$ 1M
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS (private pass) ☐ ALL OWNED AUTOS (Other than Private Passenger) ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ GARAGE LIABILITY				BODILY INJURY (per person)	\$
					BODILY INJURY (per accident)	\$
					PROPERTY DAMAGE	\$
					BODILY INJURY & PROPERTY DAMAGE COMBINED	\$
A	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY THE PROPRIETORS/ ☐ INCL PARTNERS/EXECUTIVE ☐ EXCL OFFICERS ARE				WC STATUTORY LIMITS	OTHER
					EL EACH ACCIDENT	\$
					EL DISEASE - POLICY LIMIT	\$
					EL DISEASE - EACH EMPLOYEE	\$
A	Other ☒ HOSPITAL PROFESSIONAL LIAB.	1-16401-00-24	09/01/2024	09/01/2025	EACH & EVERY CLAIM	\$ 4M

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

A \$1M/\$1M Professional & General Liability Buffer Limit applies to the Primary PL & GL limits evidenced above. Evidence of coverage via American Oak Hill Assurance, Ltd., a wholly owned subsidiary of Infirmity Health System, Inc. Primary PL & GL coverage evidenced above is a self-insured retention. Excess Liability limits evidenced above are commercially reinsured.

Infirmity Health
Bunny Bolt 5k
April 12, 2025

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile, AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE PROGRAM PROVISIONS.



AUTHORIZED REPRESENTATIVE

**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.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Infirmity Foundation	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 5 Mobile Infirmity Circle 6 City, state, and ZIP code Mobile AL 36607 7 List account number(s) here (optional)	Requester's name and address (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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
6	3	-	0	8	7	0	6	2 0

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 <i>Deane Brinson</i>	Date <i>9-12-2024</i>
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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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

0208PC 863

ARTICLES OF AMENDMENT
TO THE ARTICLES OF INCORPORATION
OF GULF HEALTH FOUNDATION, INC.

Pursuant to the provisions of Section 10-3A-82 of the Code of Alabama 1975, the undersigned Alabama nonprofit corporation adopts the following Articles of Amendment to its Articles of Incorporation:

1. The name of the Corporation is Gulf Health Foundation, Inc.
2. The following Amendments of the Articles of Incorporation were adopted by the Board of Directors of the Corporation on December 7, 1987, in the manner prescribed by the Alabama Nonprofit Corporation Act:

a. Article One is hereby deleted in its entirety and replaced with the following new Article One:

ARTICLE ONE

The name of the Corporation is Infirmary Foundation, Inc.

b. Wherever else the original name "Gulf Health Foundation, Inc." appears in said Articles of Incorporation as a heading or title, or as the name of the corporation, or otherwise, in each and every such instance that original name is deleted and replaced with the new name of "Infirmary Foundation, Inc."

3. There are no members of the Corporation.
4. The above Amendments were adopted at a duly held regular meeting of the Board of Directors of the Corporation on December 7, 1987, at which a quorum was present, and such Amendments received the affirmative vote of a majority of the Directors in office.

IN WITNESS WHEREOF and in certification of which the President and Secretary of the Corporation have executed these Articles of Amendment by, on behalf and in the name of the Corporation this 11 day of December, 1987.

GULF HEALTH FOUNDATION, INC.

By E. Chandler Bramlett
E. Chandler Bramlett
President

20

RECORD FEE
STATE OF ALA., MOBILE CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON

DEC 30 12 34 PM '87

RECORDED & INDEXED
DEED TAX \$ 1.00
BEN. PD. ON THIS INSTRUMENT.

FILED
JUDGE OF PROBATE

By

John O. Tucker
John O. Tucker
Secretary

VERIFICATION

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned authority, a notary public in and for said state and county, do hereby certify that on this 11 day of December, 1987, personally appeared before me E. Chandler Bramlett and John O. Tucker, who, being by me first duly sworn, declared that they are the President and Secretary of Gulf Health Foundation, Inc., that they signed the foregoing Articles of Amendment as such President and Secretary of the Corporation and that the statements contained therein are true.

Judith Louise Stark
NOTARY PUBLIC

STATE OF ALABAMA AT LARGE

My Commission Expires Oct. 26, 1991

Notice is given as required by Alabama law that this instrument was prepared by E. Watson Smith, Attorney, Eighth Floor, Royal - St. Francis Building, Mobile, Alabama, 36602.

STATE OF ALABAMA

PROBATE COURT OF SAID COUNTY

COUNTY OF MOBILE

CERTIFICATE OF AMENDMENT OF

..... GULF HEALTH FOUNDATION, INC.
(Name changed to INFIRMARY FOUNDATION, INC.)

KNOW YE, that ARTICLES OF AMENDMENT of GULF HEALTH FOUNDATION, INC. were filed for record in the Office of the Judge of Probate of Mobile County, Alabama on the 30th day of December 1987; said ARTICLES appearing to conform to law, the corporation under the name of GULF HEALTH FOUNDATION, INC. is hereby AMENDED as to the item(s) stated therein.

WITNESS, my hand and seal of the Probate Court of Mobile County, Alabama, this 30th day of DECEMBER, 1987.



L.W. Noonan
L.W. NOONAN
Judge of Probate
Mobile County, Alabama

Internal Revenue Service
District Director

Department of the Treasury

Date: **MAY 17 1984**

Employer Identification Number:
63-0870620

Accounting Period Ending:
March 31,

Foundation Status Classification:
170(b)(1)(A)(vi) & 509(a)(1)

Advance Ruling Period Ends: Begins November
10, 1983 Ends March 3, 1986

Person to Contact:
Lovetta Hamilton/eh

Contact Telephone Number:
(404) 221-4516

File Folder Number:
580055510

▷ Gulf Health Foundation
P. O. Box 2226
Mobile, AL 36652

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably be expected to be a publicly supported organization described in section 170(b)(1)(A)(vi) & 509(a)(1).

Accordingly, you will be treated as a publicly supported organization, and not as a private foundation, during an advance ruling period. This advance ruling period begins on the date of your inception and ends on the date shown above.

Within 90 days after the end of your advance ruling period, you must submit to us information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, you will be classified as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, you will be classified as a private foundation for future periods. Also, if you are classified as a private foundation, you will be treated as a private foundation from the date of your inception for purposes of sections 507(d) and 4940.

Grantors and donors may rely on the determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you submit the required information within the 90 days, grantors and donors may continue to rely on the advance determination until the Service makes a final determination of your foundation status. However, if notice that you will no longer be treated as a section 509(a)(1) organization is published in the Internal Revenue Bulletin, grantors and donors may not rely on this determination after the date of such publication. Also, a grantor or donor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 509(a)(1) status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(1) organization.

(over)

P. O. Box 1055, Atlanta, GA 30370

Letter 1045(DO) (Rev. 10-83)

Internal Revenue Service
District Director

Department of the Treasury

Date: JAN 13 1987

Our Letter Dated:

May 17, 1984
Person to Contact:

Alicia Foster/cw
Contact Telephone Number:

(404) 331-4516

Employer Identification Number:
63-0870620

File Folder Number:
580055510

Gulf Health Foundation, Inc.
P.O. Box 2226
Mobile, AL 36652

Dear Taxpayer:

This modifies our letter of the above date in which we stated that you would be treated as an organization which is not a private foundation until the expiration of your advance ruling period.

Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Internal Revenue Code, because you are an organization of the type described in section * . Your exempt status under section 501(c)(3) of the code is still in effect.

Grantors and contributors may rely on this determination until the Internal Revenue Service publishes notice to the contrary. However, a grantor or a contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section * status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section * organization.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



District Director

* 170(b)(1)(A)(vi) & 509(a)(1)

cc: E. Watson Smith

Form **8453-TE****Tax Exempt Entity Declaration and Signature
for Electronic Filing**

OMB No. 1545-0047

For calendar year 2022, or tax year beginning 04/01/22, and ending 03/31/23
For use with Forms 990, 990-EZ, 990-PF, 990-T, 1120-POL, 4720, 8868, 5227, 5330, and 8038-CP
Go to www.irs.gov/Form8453TE for the latest information.**2022**Department of the Treasury
Internal Revenue Service

Name of filer

EIN or SSN

63-0870620**INFIRMARY FOUNDATION, INC.****Part I Type of Return and Return Information**

Check the box for the type of return being filed with Form 8453-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line 1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a, or 10a below, and the amount on that line of the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, 5b, 6b, 7b, 8b, 9b, or 10b, whichever is applicable, blank (do not enter -0-). If you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than one line in Part I.

1a Form 990 check here ☒	b Total revenue, if any (Form 990, Part VIII, column (A), line 12)	1b <u>2,223,960</u>
2a Form 990-EZ check here ☐	b Total revenue, if any (Form 990-EZ, line 9)	2b _____
3a Form 1120-POL check here ☐	b Total tax (Form 1120-POL, line 22)	3b _____
4a Form 990-PF check here ☐	b Tax based on investment income (Form 990-PF, Part V, line 5)	4b _____
5a Form 8868 check here ☐	b Balance due (Form 8868, line 3c)	5b _____
6a Form 990-T check here ☐	b Total tax (Form 990-T, Part III, line 4)	6b _____
7a Form 4720 check here ☐	b Total tax (Form 4720, Part III, line 1)	7b _____
8a Form 5227 check here ☐	b FMV of assets at end of tax year (Form 5227, Item D)	8b _____
9a Form 5330 check here ☐	b Tax due (Form 5330, Part II, line 19)	9b _____
10a Form 8038-CP check here ☐	b Amount of credit payment requested (Form 8038-CP, Part III, line 22)	10b _____

Part II Declaration of Officer or Person Subject to Tax

11a ☐ I authorize the U.S. Treasury and its designated Financial Agent to initiate an Automated Clearing House (ACH) electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment.

b ☐ If a copy of this return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I certify that I executed the electronic disclosure consent contained within this return allowing disclosure by the IRS of this Form 990/990-EZ/990-PF (as specifically identified in Part I above) to the selected state agency(ies).

Under penalties of perjury, I declare that ☒ I am an officer of the above named entity or ☐ I am the person subject to tax with respect to

(name of entity) _____, (EIN) _____, and that I have examined a copy of the 2022 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission (b) the reason for any delay in processing the return or refund, and (c) the date of any refund.

Sign**Here** Signature of officer or person subject to tax

Date

VICE PRESIDENT

Title, if applicable

Part III Declaration of Electronic Return Originator (ERO) and Paid Preparer (see instructions)

I declare that I have reviewed the above return and that the entries on Form 8453-TE are complete and correct to the best of my knowledge. If I am only a collector, I am not responsible for reviewing the return and only declare that this form accurately reflects the data on the return. The entity officer or person subject to tax will have signed this form before I submit the return. I will give a copy of all forms and information to be filed with the IRS to the officer or person subject to tax, and have followed all other requirements in Pub. 4163, Modernized e-File (MeF) Information for Authorized IRSe-file Providers for Business Returns. If I am also the Paid Preparer, under penalties of perjury I declare that I have examined the above return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. This Paid Preparer declaration is based on all information of which I have any knowledge.

ERO's Use Only	ERO's signature	Date	Check if also paid preparer ☐	Check if self-employed ☐	ERO's SSN or PTIN
	Firm's name (or yours if self-employed), address, and ZIP code	This tax return prepared by a non-paid preparer.			EIN Phone no.

Under penalties of perjury, I declare that I have examined the above return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer is based on all information of which the preparer has any knowledge.

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check if self-employed ☐	PTIN
	Firm's name	Firm's EIN			
	Firm's address	Phone no.			

For Privacy Act and Paperwork Reduction Act Notice, see back of form.

Form **8453-TE** (2022)

DAA

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
Do not enter social security numbers on this form as it may be made public.
Go to www.irs.gov/Form990 for instructions and the latest information.

A For the 2022 calendar year, or tax year beginning 04/01/22, and ending 03/31/23
B Check if applicable:

- ☐ Address change
☐ Name change
☐ Initial return
☐ Final return/terminated
☐ Amended return
☐ Application pending

C Name of organization

INFIRMARY FOUNDATION, INC.

Doing business as

Number and street (or P.O. box if mail is not delivered to street address)

P.O. BOX 2226

Room/suite

City or town, state or province, country, and ZIP or foreign postal code

MOBILE
AL 36652
F Name and address of principal officer:

D. MARK NIX
P.O. Box 2226
Mobile
AL 36652
D Employer identification number

63-0870620
E Telephone number

251-435-3030
G Gross receipts\$

7,475,600
H(a) Is this a group return for subordinates? ☐ Yes ☒ No

H(b) Are all subordinates included? ☐ Yes ☐ No

If "No," attach a list. See instructions

I Tax-exempt status:

☒

501(c)(3)

☐

501(c) () (insert no.)

☐ 4947(a)(1) or

☐ 527

J Website:

WWW.INFIRMARYHEALTH.ORG
H(c) Group exemption number

K Form of organization:

☒

Corporation

☐

Trust

☐ Association

☐ Other

L Year of formation:

1983
M State of legal domicile:

AL
Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: INFIRMARY FOUNDATION'S PURPOSE IS TO ADVANCE THE PROMOTION OF HEALTH, SUPPORT THE PURPOSES OF MOBILE INFIRMARY ASSOCIATION AND OTHER 501(C)(3) AFFILIATES, AND ENCOURAGE PUBLIC SUPPORT OF SUCH ORGANIZATIONS.		
	2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3	Number of voting members of the governing body (Part VI, line 1a)	
	4	Number of independent voting members of the governing body (Part VI, line 1b)	
	5	Total number of individuals employed in calendar year 2022 (Part V, line 2a)	
	6	Total number of volunteers (estimate if necessary)	
Revenue	7a	Total unrelated business revenue from Part VIII, column (C), line 12	
	7b	Net unrelated business taxable income from Form 990-T, Part I, line 11	
		Prior Year	Current Year
	8	1,067,560	1,892,020
	9		0
	10	1,845,332	604,206
	11	-99,886	-272,266
	12	2,813,006	2,223,960
	13	865,136	525,378
	14		0
Expenses	15	388,554	457,223
	16a		0
	b	3,903	
	17	530,953	535,444
	18	1,784,643	1,518,045
	19	1,028,363	705,915
	20	43,006,744	38,374,600
Net Assets or Fund Balances	21	282,901	282,900
	22	42,723,843	38,091,700

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer		Date	
	ROBISON MCCLURE, JR Type or print name and title		VICE PRESIDENT	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check ☐ if PTIN self-employed
	Firm's name	Firm's EIN		
	Firm's address	Phone no.		

May the IRS discuss this return with the preparer shown above? See instructions.

☐ Yes ☐ No

For Paperwork Reduction Act Notice, see the separate instructions.

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III

☒**1** Briefly describe the organization's mission:

INFIRMARY FOUNDATION'S PURPOSE IS TO ADVANCE THE PROMOTION OF HEALTH, SUPPORT THE PURPOSES OF MOBILE INFIRMARY ASSOCIATION AND OTHER 501(C)(3) AFFILIATES, AND ENCOURAGE PUBLIC SUPPORT OF SUCH ORGANIZATIONS.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ Yes ☒ No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ **197,960** including grants of \$ **173,011**) (Revenue \$)
See Schedule O

4b (Code:) (Expenses \$ **104,370** including grants of \$) (Revenue \$)
See Schedule O

4c (Code:) (Expenses \$ **327,367** including grants of \$ **327,367**) (Revenue \$)
THE FOUNDATION SUPPORTS THE COMMUNITY BY PROVIDING FUNDS TO OTHER AREA HEALTH RELATED 501(C)(3) OR PUBLIC ORGANIZATIONS. FUNDING WAS ALSO PROVIDED FOR 10 RECIPIENTS OF THE BRAMLETT HEALTHCARE SCHOLARSHIP FOR DEPENDENTS OF EMPLOYEES SEEKING AN UNDERGRADUATE DEGREE IN A HEALTH-RELATED PROFESSION AND 21 AWARDS OF EXCELLENCE WERE HANDED OUT. RIDE YELLOW RAISES AWARENESS OF CANCER AND DONATES TO VARIOUS CANCER CHARITIES. THE FOUNDATION ALSO PROVIDED MANY LUNCHES AND SNACKS FOR FRONTLINE MEDICAL WORKERS PUTTING IN LONG HOURS DUE TO COVID-19. THE ALZHEIMER'S DAYCARE PROGRAM WAS REOPENED THIS YEAR, AS THE BUILDING WAS TURNED INTO A COVID TESTING CENTER LAST YEAR.

4d Other program services (Describe on Schedule O.)
(Expenses \$ **25,000** including grants of \$ **25,000**) (Revenue \$)

4e Total program service expenses **654,697**

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	1 ☒	☐
2 Is the organization required to complete Schedule B, Schedule of Contributors? See instructions	2 ☒	☐
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>	3 ☐	☒
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>	4 ☐	☒
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Rev. Proc. 98-19? <i>If "Yes," complete Schedule C, Part III</i>	5 ☐	☒
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>	6 ☐	☒
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>	7 ☐	☒
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>	8 ☐	☒
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X, or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>	9 ☐	☒
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? <i>If "Yes," complete Schedule D, Part V</i>	10 ☐	☒
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>	11a ☒	☐
b Did the organization report an amount for investments—other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>	11b ☐	☒
c Did the organization report an amount for investments—program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>	11c ☐	☒
d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>	11d ☐	☒
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>	11e ☐	☒
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>	11f ☐	☒
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>	12a ☐	☒
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>	12b ☒	☐
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>	13 ☐	☒
14a Did the organization maintain an office, employees, or agents outside of the United States?	14a ☐	☒
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>	14b ☐	☒
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>	15 ☐	☒
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i>	16 ☐	☒
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I. See instructions</i>	17 ☐	☒
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>	18 ☒	☐
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>	19 ☐	☒
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>	20a ☐	☒
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b ☐	☐
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>	21 ☒	☐

Part IV Checklist of Required Schedules (continued)

	Yes	No
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III	22 X	
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete Schedule J	23 X	
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a	24a	X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b	
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c	
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d	
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I	25a	X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I	25b	X
26 Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part II	26	X
27 Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? If "Yes," complete Schedule L, Part III	27	X
28 Was the organization a party to a business transaction with one of the following parties (see the Schedule L, Part IV, instructions for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? If "Yes," complete Schedule L, Part IV	28a	X
b A family member of any individual described in line 28a? If "Yes," complete Schedule L, Part IV	28b	X
c A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? If "Yes," complete Schedule L, Part IV	28c	X
29 Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M	29	X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M	30	X
31 Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I	31	X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II	32	X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I	33	X
34 Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1	34 X	
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a	X
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2	35b	
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2	36	X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI	37	X
38 Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19? Note: All Form 990 filers are required to complete Schedule O.	38 X	

Part V Statements Regarding Other IRS Filings and Tax ComplianceCheck if Schedule O contains a response or note to any line in this Part V ☐

	Yes	No
1a Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable	1a 39	
b Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable	1b 0	
c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	1c X	

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

		Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	0
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b	
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a	X
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O	3b	
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a	X
b	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).	5a	X
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5b	X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5c	
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a	X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b	
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a	X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b	X
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c	X
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d	
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e	X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f	X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g	
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h	
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8	
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a	
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b	
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12	10a	
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b	
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders	11a	
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b	
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a	
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b	
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state? Note: See the instructions for additional information the organization must report on Schedule O.	13a	
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b	
c	Enter the amount of reserves on hand	13c	
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a	X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	14b	
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	15	X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16	X
17	Section 501(c)(21) organizations. Did the trust, any disqualified or other person engage in any activities that would result in the imposition of an excise tax under section 4951, 4952 or 4953? If "Yes," complete Form 6069.	17	

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions. Check if Schedule O contains a response or note to any line in this Part VI ☒ **X**

Section A. Governing Body and Management

	1a	32	1b	31	Yes	No
1a Enter the number of voting members of the governing body at the end of the tax year. If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.						
2 Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?					2	X
3 Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?					3	X
4 Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?					4	X
5 Did the organization become aware during the year of a significant diversion of the organization's assets?					5	X
6 Did the organization have members or stockholders?					6	X
7a Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?					7a	X
b Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?					7b	X
8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:					8a	X
a The governing body?					8b	X
b Each committee with authority to act on behalf of the governing body?						
9 Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O.					9	X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

	Yes	No
10a Did the organization have local chapters, branches, or affiliates?		10a
b If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		
11a Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?		11a
b Describe on Schedule O the process, if any, used by the organization to review this Form 990.		
12a Did the organization have a written conflict of interest policy? If "No," go to line 13.	12a	X
b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	X
c Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe on Schedule O how this was done.	12c	X
13 Did the organization have a written whistleblower policy?	13	X
14 Did the organization have a written document retention and destruction policy?	14	X
15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
a The organization's CEO, Executive Director, or top management official	15a	X
b Other officers or key employees of the organization. If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.	15b	X
16a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a	X
b If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b	

Section C. Disclosure

- 17** List the states with which a copy of this Form 990 is required to be filed. **None**
- 18** Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
☐ Own website ☐ Another's website ☒ Upon request ☐ Other (explain on Schedule O)
- 19** Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20** State the name, address, and telephone number of the person who possesses the organization's books and records

JIM MITCHELL
MOBILE

5 MOBILE INFIRMARY CIRCLE

AL 36607

251-435-3030

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent ContractorsCheck if Schedule O contains a response or note to any line in this Part VII ☐**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees****1a** Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, box 6 of Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

See the instructions for the order in which to list the persons above.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/ 1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/ 1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) D. MARK NIX	2.00									
PRESIDENT	40.00	X		X				0	1,875,310	58,937
(2) SCOTT BROWNING	2.00									
ASSISTANT SECRETARY	40.00			X				0	524,565	73,879
(3) ROBISON MCCLURE, JR	45.00									
VICE PRESIDENT	0.00			X				0	167,745	31,862
(4) JAMES C. BEDSOLE	0.10									
DIRECTOR	0.00	X						0	0	0
(5) DR. GERHARD A. W. BOEHM	0.10									
DIRECTOR	0.00	X						0	0	0
(6) MISS STARR BOYKIN	0.10									
DIRECTOR	0.00	X						0	0	0
(7) E. CHANDLER BRAMLETT	0.10									
DIRECTOR/VICE CHAIR	0.00	X		X				0	0	0
(8) MRS. PATRICA B BROWN	0.10									
DIRECTOR	0.00	X						0	0	0
(9) MRS. LAURA CLARK	0.10									
DIRECTOR	0.00	X						0	0	0
(10) DAVID J. COOPER	0.10									
DIRECTOR	0.00	X						0	0	0
(11) John Driscoll	0.10									
DIRECTOR	0.00	X						0	0	0

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/ 1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/ 1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(12) LOWELL J. FRIEDMAN	0.10									
DIRECTOR	0.00	X						0	0	0
(13) ROBERT S. FROST	0.10									
DIRECTOR	0.00	X						0	0	0
(14) MICHAEL R. HOLLAND	0.10									
DIRECTOR	0.00	X						0	0	0
(15) WILLIAM R. SEIFERT, II	0.10									
DIRECTOR	0.00	X						0	0	0
(16) JOHN T. ARENDALL, III	0.10									
DIRECTOR	0.00	X						0	0	0
(17) JOHN C. HOPE, III	0.10									
DIRECTOR	0.00	X						0	0	0
(18) T BESTOR WARD, III	0.10									
DIRECTOR	0.00	X						0	0	0
(19) BEN M. RADCLIFF, JR	0.10									
DIRECTOR	0.00	X						0	0	0
1b Subtotal									2,567,620	164,678
c Total from continuation sheets to Part VII, Section A										
d Total (add lines 1b and 1c)									2,567,620	164,678

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **0**

- 3 Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? If "Yes," complete Schedule J for such individual
- 4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? If "Yes," complete Schedule J for such individual
- 5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If "Yes," complete Schedule J for such person

	Yes	No
3		X
4	X	
5		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **0**

Part VIII Statement of RevenueCheck if Schedule O contains a response or note to any line in this Part VIII ☐

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a				
	b Membership dues	1b				
	c Fundraising events	1c	409,426			
	d Related organizations	1d	375,611			
	e Government grants (contributions)	1e				
	f All other contributions, gifts, grants, and similar amounts not included above	1f	1,106,983			
	g Noncash contributions included in lines 1a-1f	1g \$				
	h Total. Add lines 1a-1f		1,892,020			
			Business Code			
Program Service Revenue	2a					
	b					
	c					
	d					
	e					
	f All other program service revenue					
	g Total. Add lines 2a-2f					
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)		466,483			466,483
	4 Income from investment of tax-exempt bond proceeds					
	5 Royalties					
	6a Gross rents	6a				
	b Less: rental expenses	6b				
	c Rental inc. or (loss)	6c				
	d Net rental income or (loss)					
	7a Gross amount from sales of assets other than inventory	7a	5,061,472			
	b Less: cost or other basis and sales exps.	7b	4,923,749			
	c Gain or (loss)	7c	137,723			
	d Net gain or (loss)		137,723			137,723
	8a Gross income from fundraising events (not including \$ 409,426 of contributions reported on line 1c). See Part IV, line 18	8a	55,625			
	b Less: direct expenses	8b	327,891			
	c Net income or (loss) from fundraising events		-272,266			-272,266
	9a Gross income from gaming activities. See Part IV, line 19	9a				
b Less: direct expenses	9b					
c Net income or (loss) from gaming activities						
10a Gross sales of inventory, less returns and allowances	10a					
b Less: cost of goods sold	10b					
c Net income or (loss) from sales of inventory						
Miscellaneous Revenue			Business Code			
	11a					
	b					
	c					
	d All other revenue					
	e Total. Add lines 11a-11d					
12 Total revenue. See instructions			2,223,960	0	0	331,940

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☐**Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.**

	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21	410,788	410,788		
2 Grants and other assistance to domestic individuals. See Part IV, line 22	114,590	114,590		
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees				
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	457,223		457,223	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes				
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting				
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees	216,041		216,041	
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)	31,080		31,080	
12 Advertising and promotion	55,506		55,506	
13 Office expenses	17,496	6,339	7,254	3,903
14 Information technology				
15 Royalties				
16 Occupancy	44,844		44,844	
17 Travel				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	18,610	18,610		
23 Insurance	446		446	
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a DRUG BUS	104,370	104,370		
b DEVELOPMENT EXPENSE	37,561		37,561	
c OTHER	6,812		6,812	
d MISCELLANEOUS	2,012		2,012	
e All other expenses	666		666	
25 Total functional expenses. Add lines 1 through 24e	1,518,045	654,697	859,445	3,903
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ☐ if following SOP 98-2 (ASC 958-720)				

Part X Balance SheetCheck if Schedule O contains a response or note to any line in this Part X. ☐

		(A) Beginning of year		(B) End of year
Assets	1 Cash—non-interest-bearing	373,391	1	1,823,747
	2 Savings and temporary cash investments		2	
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net		4	
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges	30,099	9	99
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 1,942,968		
	b Less: accumulated depreciation	10b 195,402		
	11 Investments—publicly traded securities	1,766,176	10c	1,747,566
	12 Investments—other securities. See Part IV, line 11	40,837,078	11	34,803,188
	13 Investments—program-related. See Part IV, line 11		12	
	14 Intangible assets		13	
	15 Other assets. See Part IV, line 11		14	
16 Total assets. Add lines 1 through 15 (must equal line 33)	43,006,744	15	38,374,600	
17 Accounts payable and accrued expenses	282,901	16	282,900	
18 Grants payable		17		
19 Deferred revenue		18		
20 Tax-exempt bond liabilities		19		
21 Escrow or custodial account liability. Complete Part IV of Schedule D		20		
22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		21		
23 Secured mortgages and notes payable to unrelated third parties		22		
24 Unsecured notes and loans payable to unrelated third parties		23		
25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		24		
26 Total liabilities. Add lines 17 through 25	282,901	25	282,900	
27 Organizations that follow FASB ASC 958, check here ☒ and complete lines 27, 28, 32, and 33.		26		
28 Net assets without donor restrictions	36,732,269	27	31,367,104	
29 Net assets with donor restrictions	5,991,574	28	6,724,596	
30 Organizations that do not follow FASB ASC 958, check here ☐ and complete lines 29 through 33.		29		
31 Capital stock or trust principal, or current funds		30		
32 Paid-in or capital surplus, or land, building, or equipment fund		31		
33 Retained earnings, endowment, accumulated income, or other funds	42,723,843	32	38,091,700	
34 Total net assets or fund balances	43,006,744	33	38,374,600	
35 Total liabilities and net assets/fund balances				

Part XI Reconciliation of Net AssetsCheck if Schedule O contains a response or note to any line in this Part XI ☒

1	Total revenue (must equal Part VIII, column (A), line 12)	1	2,223,960
2	Total expenses (must equal Part IX, column (A), line 25)	2	1,518,045
3	Revenue less expenses. Subtract line 2 from line 1	3	705,915
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	42,723,843
5	Net unrealized gains (losses) on investments	5	-5,338,059
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	1
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	38,091,700

Part XII Financial Statements and ReportingCheck if Schedule O contains a response or note to any line in this Part XII ☐

	Yes	No
1 Accounting method used to prepare the Form 990: ☐ Cash ☒ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.		
2a Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis		X
b Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: ☐ Separate basis ☒ Consolidated basis ☐ Both consolidated and separate basis	X	
c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	X	
3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Uniform Guidance, 2 C.F.R. Part 200, Subpart F?		X
b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits		

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/ 1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/ 1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(20) CLIFTON C. INGE JR	0.10									
DIRECTOR	0.00	X						0	0	0
(21) MARION A. QUINA, JR	0.10									
DIRECTOR/VICE CHAIR	0.00	X		X				0	0	0
(22) E.R. MARCH, JR.	0.10									
DIRECTOR	0.00	X						0	0	0
(23) MRS. LESLIE LADD	0.10									
DIRECTOR/CHAIRMAN	0.00	X		X				0	0	0
(24) MRS. VAUGHAN MORRISSETTE	0.10									
DIRECTOR	0.00	X						0	0	0
(25) Patrick Murphy	0.10									
DIRECTOR	0.00	X						0	0	0
(26) MRS. BETTY OTTS	0.10									
DIRECTOR	0.00	X						0	0	0
(27) MICHAEL E. PIERCE	0.10									
DIRECTOR	0.00	X						0	0	0
1b Subtotal										
c Total from continuation sheets to Part VII, Section A										
d Total (add lines 1b and 1c)										

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization

	Yes	No
3 Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? If "Yes," complete Schedule J for such individual		
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? If "Yes," complete Schedule J for such individual		
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If "Yes," complete Schedule J for such person		

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (VV-2/ 1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (VV-2/ 1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(28) RODNEY PILOT	0.10									
DIRECTOR	0.00	X						0	0	0
(29) E. WATSON SMITH	0.10									
DIR/SEC/TREAS	0.00	X		X				0	0	0
(30) TAMMY L. SMITH	0.10									
DIRECTOR	0.00	X						0	0	0
(31) CLIFTON C. INGE, SR	0.10									
DIRECTOR	0.00	X						0	0	0
(32) JOHN TURNER	0.10									
DIRECTOR	0.00	X						0	0	0
(33) MRS. ELISSA E. WATKINS	0.10									
DIRECTOR	0.00	X						0	0	0
(34) JOHN WHITE-SPUNNER	0.10									
DIRECTOR	0.00	X						0	0	0
1b Subtotal										
c Total from continuation sheets to Part VII, Section A										
d Total (add lines 1b and 1c)										

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization

	Yes	No
3 Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? If "Yes," complete Schedule J for such individual		
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? If "Yes," complete Schedule J for such individual		
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If "Yes," complete Schedule J for such person		

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization

SCHEDULE A
(Form 990)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2022

Open to Public
Inspection

Name of the organization

INFIRMARY FOUNDATION, INC.

Employer identification number

63-0870620

Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**
- 2 ☐ A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990).)
- 3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**
- 4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state:
- 5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)
- 6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**
- 7 ☒ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 8 ☐ A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 9 ☐ An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university:
- 10 ☐ An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)
- 11 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**
- 12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
- a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
- b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
- c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
- d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
- e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.

f Enter the number of supported organizations

g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule A (Form 990) 2022

Part II

Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)
(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	1,528,624	1,342,440	1,168,865	1,067,560	1,892,020	6,999,509
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3	1,528,624	1,342,440	1,168,865	1,067,560	1,892,020	6,999,509
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						1,809,965
6 Public support. Subtract line 5 from line 4						5,189,544

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
7 Amounts from line 4	1,528,624	1,342,440	1,168,865	1,067,560	1,892,020	6,999,509
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	914,570	857,671	433,831	448,141	466,483	3,120,696
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)					0	
11 Total support. Add lines 7 through 10						10,120,205
12 Gross receipts from related activities, etc. (see instructions)					12	418,449
13 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here						☐

Section C. Computation of Public Support Percentage

14 Public support percentage for 2022 (line 6, column (f) divided by line 11, column (f))	14	51.28%
15 Public support percentage from 2021 Schedule A, Part II, line 14	15	46.71%
16a 33 1/3% support test—2022. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization	☒	
b 33 1/3% support test—2021. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization	☐	
17a 10%-facts-and-circumstances test—2022. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization	☐	
b 10%-facts-and-circumstances test—2021. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization	☐	
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions	☐	

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II.
If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						
14 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here						☐

Section C. Computation of Public Support Percentage

15 Public support percentage for 2022 (line 8, column (f), divided by line 13, column (f)).	15	%
16 Public support percentage from 2021 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2022 (line 10c, column (f), divided by line 13, column (f)).	17	%
18 Investment income percentage from 2021 Schedule A, Part III, line 17	18	%

19a 33 1/3% support tests—2022. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization. ☐

b 33 1/3% support tests—2021. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization. ☐

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions. ☐

Part IV Supporting Organizations

(Complete only if you checked a box on line 12 on Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

- 1 Are all of the organization's supported organizations listed by name in the organization's governing documents? If "No," describe in **Part VI** how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.
- 2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? If "Yes," explain in **Part VI** how the organization determined that the supported organization was described in section 509(a)(1) or (2).
- 3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? If "Yes," answer lines 3b and 3c below.
- b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? If "Yes," describe in **Part VI** when and how the organization made the determination.
- c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? If "Yes," explain in **Part VI** what controls the organization put in place to ensure such use.
- 4a Was any supported organization not organized in the United States ("foreign supported organization")? If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.
- b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? If "Yes," describe in **Part VI** how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.
- c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? If "Yes," explain in **Part VI** what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.
- 5a Did the organization add, substitute, or remove any supported organizations during the tax year? If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in **Part VI**, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).
- b **Type I or Type II only.** Was any added or substituted supported organization part of a class already designated in the organization's organizing document?
- c **Substitutions only.** Was the substitution the result of an event beyond the organization's control?
- 6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? If "Yes," provide detail in **Part VI**.
- 7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? If "Yes," complete Part I of Schedule L (Form 990).
- 8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? If "Yes," complete Part I of Schedule L (Form 990).
- 9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? If "Yes," provide detail in **Part VI**.
- b Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? If "Yes," provide detail in **Part VI**.
- c Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? If "Yes," provide detail in **Part VI**.
- 10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? If "Yes," answer line 10b below.
- b Did the organization have any excess business holdings in the tax year? Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)

	Yes	No
1		
2		
3a		
3b		
3c		
4a		
4b		
4c		
5a		
5b		
5c		
6		
7		
8		
9a		
9b		
9c		
10a		
10b		

Part IV Supporting Organizations (continued)

- 11** Has the organization accepted a gift or contribution from any of the following persons?
- a** A person who directly or indirectly controls, either alone or together with persons described on lines 11b and 11c below, the governing body of a supported organization?
- b** A family member of a person described on line 11a above?
- c** A 35% controlled entity of a person described on line 11a or 11b above? If "Yes" to line 11a, 11b, or 11c, provide detail in **Part VI**.

	Yes	No
11a		
11b		
11c		

Section B. Type I Supporting Organizations

- 1** Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? If "No," describe in **Part VI** how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.
- 2** Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in **Part VI** how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.

	Yes	No
1		
2		

Section C. Type II Supporting Organizations

- 1** Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in **Part VI** how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).

	Yes	No
1		

Section D. All Type III Supporting Organizations

- 1** Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?
- 2** Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in **Part VI** how the organization maintained a close and continuous working relationship with the supported organization(s).
- 3** By reason of the relationship described on line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in **Part VI** the role the organization's supported organizations played in this regard.

	Yes	No
1		
2		
3		

Section E. Type III Functionally Integrated Supporting Organizations

- 1** Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).
- a** ☐ The organization satisfied the Activities Test. Complete **line 2** below.
- b** ☐ The organization is the parent of each of its supported organizations. Complete **line 3** below.
- c** ☐ The organization supported a governmental entity. Describe in **Part VI** how you supported a governmental entity (see instructions).
- 2** Activities Test. Answer lines 2a and 2b below.
- a** Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in **Part VI** identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.
- b** Did the activities described on line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in **Part VI** the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.
- 3** Parent of Supported Organizations. Answer lines 3a and 3b below.
- a** Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? If "Yes" or "No," provide details in **Part VI**.
- b** Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in **Part VI** the role played by the organization in this regard.

	Yes	No
2a		
2b		
3a		
3b		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

- 1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970. *Explain in Part VI. See instructions.* All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A – Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	
Section B – Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by 0.035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	
Section C – Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	☐ Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D – Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	1
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3
4	Amounts paid to acquire exempt-use assets	4
5	Qualified set-aside amounts (prior IRS approval required—provide details in Part VI)	5
6	Other distributions (describe in Part VI). See instructions.	6
7	Total annual distributions. Add lines 1 through 6.	7
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	8
9	Distributable amount for 2022 from Section C, line 6	9
10	Line 8 amount divided by line 9 amount	10

Section E – Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2022	(iii) Distributable Amount for 2022
1 Distributable amount for 2022 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2022 (reasonable cause required—explain in Part VI). See instructions.			
3 Excess distributions carryover, if any, to 2022			
a From 2017			
b From 2018			
c From 2019			
d From 2020			
e From 2021			
f Total of lines 3a through 3e			
g Applied to underdistributions of prior years			
h Applied to 2022 distributable amount			
i Carryover from 2017 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4 Distributions for 2022 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2022 distributable amount			
c Remainder. Subtract lines 4a and 4b from line 4.			
5 Remaining underdistributions for years prior to 2022, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI . See instructions.			
6 Remaining underdistributions for 2022. Subtract lines 3h and 4b from line 1. For result greater than zero explain in Part VI . See instructions.			
7 Excess distributions carryover to 2023. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2018			
b Excess from 2019			
c Excess from 2020			
d Excess from 2021			
e Excess from 2022			

Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

Area for supplemental information with horizontal lines.

**Schedule B
(Form 990)**

Department of the Treasury
Internal Revenue Service

Schedule of Contributors

Attach to Form 990 or Form 990-PF.
Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2022

Name of the organization

Employer identification number

INFIRMARY FOUNDATION, INC.

63-0870620

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

☒ 501(c)(**3**) (enter number) organization

☐ 4947(a)(1) nonexempt charitable trust ~~not~~ treated as a private foundation

☐ 527 political organization

Form 990-PF

☐ 501(c)(3) exempt private foundation

☐ 4947(a)(1) nonexempt charitable trust treated as a private foundation

☐ 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

- ☐ For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

- ☒ For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the ~~33~~**32**% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater ~~(of)~~ **(1)** \$5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

- ☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 ~~exclusively~~ for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

- ☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contribution ~~sexclusively~~ for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an ~~exclusively~~ religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received ~~nonexclusively~~ religious, charitable, etc., contributions totaling \$5,000 or more during the year \$

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990).

For Paperwork Reduction Act Notice, see the instructions for Form 990, 990-EZ, or 990-PF.

Schedule B (Form 990) (2022)

Name of organization

INFIRMARY FOUNDATION, INC.

Employer identification number

63-0870620

Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	THE MOBILE INFIRMARY AUXILIARY P O BOX 2144 MOBILE AL 36652	\$ 375,611	Person ☒ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
2	J.L. BEDSOLE TRUST REGIONS 201 Milan Pkwy Birmingham AL 35211	\$ 194,500	Person ☒ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
3	ERNEST DEBAKEY FOUNDATION 33561 BOARDWALK DRIVE SPANISH FORT AL 36527	\$ 59,600	Person ☒ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
4	CRAMPTON TRUST PO BOX 1628 MOBILE AL 36633	\$ 100,000	Person ☒ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
5	EPIC SYSTEMS CORP 1979 Milky Way Verona WI 53593	\$ 39,500	Person ☒ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
6	ARTHUR OUTLAW CHARITABLE TRUST 201 Milan Pkwy Birmingham AL 35211	\$ 198,149	Person ☒ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)

**SCHEDULE D
(Form 990)**

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements
Complete if the organization answered "Yes" on Form 990,
Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2022

Open to Public
Inspection

Name of the organization

Employer identification number

INFIRMARY FOUNDATION, INC.

63-0870620

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.
Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?		☐ Yes ☐ No
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?		☐ Yes ☐ No

Part II Conservation Easements.
Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

☐ Preservation of land for public use (for example, recreation or education)	☐ Preservation of a historically important land area
☐ Protection of natural habitat	☐ Preservation of a certified historic structure
☐ Preservation of open space	

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements	2a
b Total acreage restricted by conservation easements	2b
c Number of conservation easements on a certified historic structure included in (a)	2c
d Number of conservation easements included in (c) acquired after July 25, 2006, and not on a historic structure listed in the National Register	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year

4 Number of states where property subject to conservation easement is located

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.
Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1	\$
(ii) Assets included in Form 990, Part X	\$

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

a Revenue included on Form 990, Part VIII, line 1	\$
b Assets included in Form 990, Part X	\$

Part III

Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

- 3
- Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):
- a

☐

Public exhibition
- b

☐

Scholarly research
- c

☐

Preservation for future generations
- d

☐

Loan or exchange program
- e

☐

Other
- 4
- Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5
- During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection?
- ☐
- Yes
- ☐
- No

Part IV

Escrow and Custodial Arrangements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a
- Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X?
- ☐
- Yes
- ☐
- No
- b
- If "Yes," explain the arrangement in Part XIII and complete the following table:
- | | |
|----|--------|
| | Amount |
| 1c | |
| 1d | |
| 1e | |
| 1f | |
- c
- Beginning balance
- d
- Additions during the year
- e
- Distributions during the year
- f
- Ending balance
- 2a
- Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability?
- ☐
- Yes
- ☐
- No
- b
- If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII.

Part V

Endowment Funds.

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

- | | | | | | |
|----|--|----------------|--------------------|----------------------|---------------------|
| | (a) Current year | (b) Prior year | (c) Two years back | (d) Three years back | (e) Four years back |
| 1a | Beginning of year balance | | | | |
| b | Contributions | | | | |
| c | Net investment earnings, gains, and losses | | | | |
| d | Grants or scholarships | | | | |
| e | Other expenditures for facilities and programs | | | | |
| f | Administrative expenses | | | | |
| g | End of year balance | | | | |
- 2
- Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:
- a
- Board designated or quasi-endowment %
- b
- Permanent endowment %
- c
- Term endowment %
- The percentages on lines 2a, 2b, and 2c should equal 100%.
- 3a
- Are there endowment funds not in the possession of the organization that are held and administered for the organization by:
- | | | |
|--------|-----|----|
| | Yes | No |
| 3a(i) | | |
| 3a(ii) | | |
| 3b | | |
- (i)
- Unrelated organizations
- (ii)
- Related organizations
- b
- If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?
- 4
- Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI

Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land	830,430	275,000		1,105,430
b Buildings				
c Leasehold improvements				
d Equipment	93,150			93,150
e Other		744,388	195,402	548,986
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				1,747,566

Part VII Investments – Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 12.)		

Part VIII Investments – Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 13.)		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.)	

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

(a) Description of liability	(b) Book value
1.	
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.)	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII. ☐

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements		1	
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:			
a	Net unrealized gains (losses) on investments	2a		
b	Donated services and use of facilities	2b		
c	Recoveries of prior year grants	2c		
d	Other (Describe in Part XIII.)	2d		
e	Add lines 2a through 2d		2e	
3	Subtract line 2e from line 1		3	
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:			
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a		
b	Other (Describe in Part XIII.)	4b		
c	Add lines 4a and 4b		4c	
5	Total revenue. Add lines 3 and 4c . (This must equal Form 990, Part I, line 12.)		5	

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements		1	
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:			
a	Donated services and use of facilities	2a		
b	Prior year adjustments	2b		
c	Other losses	2c		
d	Other (Describe in Part XIII.)	2d		
e	Add lines 2a through 2d		2e	
3	Subtract line 2e from line 1		3	
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:			
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a		
b	Other (Describe in Part XIII.)	4b		
c	Add lines 4a and 4b		4c	
5	Total expenses. Add lines 3 and 4c . (This must equal Form 990, Part I, line 18.)		5	

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

Part XIII Supplemental Information *(continued)*

Area for supplemental information with horizontal lines.

**SCHEDULE G
(Form 990)**

Department of the Treasury
Internal Revenue Service

Name of the organization

Supplemental Information Regarding Fundraising or Gaming Activities

Complete if the organization answered "Yes" on Form 990, Part IV, line 17, 18, or 19, or if the organization entered more than \$15,000 on Form 990-EZ, line 6a.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2022

Open to Public
Inspection

Employer identification number

63-0870620

INFIRMARY FOUNDATION, INC.

Part I

Fundraising Activities. Complete if the organization answered "Yes" on Form 990, Part IV, line 17.
Form 990-EZ filers are not required to complete this part.

1 Indicate whether the organization raised funds through any of the following activities. Check all that apply.

- a** ☐ Mail solicitations **e** ☐ Solicitation of non-government grants
b ☐ Internet and email solicitations **f** ☐ Solicitation of government grants
c ☐ Phone solicitations **g** ☐ Special fundraising events
d ☐ In-person solicitations

2a Did the organization have a written or oral agreement with any individual (including officers, directors, trustees, or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services? ☐ Yes ☐ No

b If "Yes," list the 10 highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least \$5,000 by the organization.

(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fundraiser have custody or control of contributions?		(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in col. (i)	(vi) Amount paid to (or retained by) organization
		Yes	No			
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
Total						

3 List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

Part II Fundraising Events. Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than \$15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than \$5,000.

	(a) Event #1 GOLF TOURNAMENT (event type)	(b) Event #2 CRYSTAL BALL (event type)	(c) Other events 3 (total number)	(d) Total events (add col. (a) through col. (c))
Revenue				
1 Gross receipts	183,700	122,376	158,975	465,051
2 Less: Contributions	156,700	105,176	147,550	409,426
3 Gross income (line 1 minus line 2)	27,000	17,200	11,425	55,625
Direct Expenses				
4 Cash prizes				
5 Noncash prizes				
6 Rent/facility costs				
7 Food and beverages				
8 Entertainment				
9 Other direct expenses	128,603	131,216	68,072	327,891
10 Direct expense summary. Add lines 4 through 9 in column (d)				327,891
11 Net income summary. Subtract line 10 from line 3, column (d)				-272,266

Part III Gaming. Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than \$15,000 on Form 990-EZ, line 6a.

	(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))
Revenue				
1 Gross revenue				
Direct Expenses				
2 Cash prizes				
3 Noncash prizes				
4 Rent/facility costs				
5 Other direct expenses				
6 Volunteer labor	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	
7 Direct expense summary. Add lines 2 through 5 in column (d)				
8 Net gaming income summary. Subtract line 7 from line 1, column (d)				

9 Enter the state(s) in which the organization conducts gaming activities: ☐ Yes ☐ No

a Is the organization licensed to conduct gaming activities in each of these states? ☐ Yes ☐ No

b If "No," explain: ☐ Yes ☐ No

10a Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year? ☐ Yes ☐ No

b If "Yes," explain: ☐ Yes ☐ No

- 11 Does the organization conduct gaming activities with nonmembers? ☐ Yes ☐ No
- 12 Is the organization a grantor, beneficiary or trustee of a trust, or a member of a partnership or other entity formed to administer charitable gaming? ☐ Yes ☐ No
- 13 Indicate the percentage of gaming activity conducted in:
- | | | | |
|---|-----------------------------|-----|---|
| a | The organization's facility | 13a | % |
| b | An outside facility | 13b | % |
- 14 Enter the name and address of the person who prepares the organization's gaming/special events books and records:

Name

Address

- 15a Does the organization have a contract with a third party from whom the organization receives gaming revenue? ☐ Yes ☐ No
- b If "Yes," enter the amount of gaming revenue received by the organization \$ and the amount of gaming revenue retained by the third party \$
- c If "Yes," enter name and address of the third party:

Name

Address

16 Gaming manager information:

Name

Gaming manager compensation \$

Description of services provided

☐ Director/officer ☐ Employee ☐ Independent contractor

17 Mandatory distributions:

- a Is the organization required under state law to make charitable distributions from the gaming proceeds to retain the state gaming license? ☐ Yes ☐ No
- b Enter the amount of distributions required under state law to be distributed to other exempt organizations or spent in the organization's own exempt activities during the tax year \$

Part IV Supplemental Information. Provide the explanations required by Part I, line 2b, columns (iii) and (v); and Part III, lines 9, 9b, 10b, 15b, 15c, 16, and 17b, as applicable. Also provide any additional information. See instructions.

SCHEDULE I
(Form 990)

Grants and Other Assistance to Organizations,
Governments, and Individuals in the United States

Complete if the organization answered "Yes" on Form 990, Part IV, line 21 or 22.
Attach to Form 990.

Department of the Treasury
Internal Revenue Service

OMB No. 1545-0047

2022

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Go to www.irs.gov/Form990 for the latest information.

Name of the organization

Employer identification number

INFIRMARY FOUNDATION, INC.

63-0870620

Part I General Information on Grants and Assistance

- 1 Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance?
2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

Yes ☒ No ☐

Part II Grants and Other Assistance to Domestic Organizations and Domestic Governments. Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than \$5,000. Part II can be duplicated if additional space is needed.

1	(a) Name and address of organization or government	(b) EIN	(c) IRC section (if applicable)	(d) Amount of cash grant	(e) Amount of noncash assistance	(f) Method of valuation (book, FMV, appraisal, other)	(g) Description of noncash assistance	(h) Purpose of grant or assistance
(1)	MOBILE INFIRMARY ASSOCIATION							
5	MOBILE INFIRMARY CIRCLE							
MOBILE	AL 36607	63-0288856	3	173,011				HOSPITAL EQUIPMENT
(2)	THE EXPLOREUM							
P O BOX 1968								
MOBILE	AL 36633	63-0762151	3	25,000				HEALTH EDUCATION
(3)	G H HOSPITALS INC DBA THOMAS HOSP							
5	MOBILE INFIRMARY CIRCLE							
MOBILE	AL 36607	63-0891904	3	25,975				HEALTH EDUCATION
(4)								
(5)								
(6)								
(7)								
(8)								
(9)								

2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table

3

3 Enter total number of other organizations listed in the line 1 table

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule I (Form 990) (2022)

DAA

Part III **Grants and Other Assistance to Domestic Individuals.** Complete if the organization answered "Yes" on Form 990, Part IV, line 22.
Part III can be duplicated if additional space is needed.

(a) Type of grant or assistance	(b) Number of recipients	(c) Amount of cash grant	(d) Amount of noncash assistance	(e) Method of valuation (book, FMV, appraisal, other)	(f) Description of noncash assistance
1 HEALTHCARE SCHOLARSHIPS	30	36,525			
2 HEALTH ASSISTANCE	556	70,840			
3 CONTINUING EDUCATION	22	4,600			
4 ALZHEIMERS DAYCARE	3	2,625			
5					
6					
7					
Part IV Supplemental Information. Provide the information required in Part I, line 2; Part III, column (b); and any other additional information.					

See Schedule I Supplemental Information Worksheet

Supplemental Information		2022
SCHEDULE I (Form 990)	For calendar year 2022, or tax year beginning 04/01/22, and ending 03/31/23	
Name of the organization	INFIRMARY FOUNDATION, INC.	Employer identification number 63-0870620

Part IV - Additional Information

REQUESTS FOR HOSPITAL EQUIPMENT AND OTHER AMOUNTS GIVEN TO MOBILE INFIRMARY MEDICAL CENTER ARE PRESENTED TO THE BOARD AT QUARTERLY MEETINGS. THE PURPOSE FOR THE EQUIPMENT OR FUNDING REQUEST IS EXPLAINED TO THE BOARD WITH INFORMATION THAT HAS BEEN GATHERED BY THE REQUESTOR EXPLAINING THE NEED. THE BOARD MAKES THE DECISION AS TO WHICH AMOUNTS TO FUND WITH INPUT FROM MIMC MANAGEMENT AND THE INFIRMARY HEALTH SYSTEM MANAGEMENT.

THE HEALTH EDUCATION EXHIBIT AT THE EXPLOREUM IS A HANDS ON EXHIBIT WHICH CAN BE VISITED BY ANYONE IN THE COMMUNITY AND CAN BE SEEN AT THE EXPLOREUM. INFIRMARY FOUNDATION MANAGEMENT MONITORS THE CONDITION OF THE EXHIBIT AT ALL TIMES TO INSURE THE HEALTH EDUCATION GOALS OF THE FOUNDATION ARE BEING MET.

THE DRUG EDUCATION BUS IS ANOTHER VISIBLE ITEM THAT IS FUNDED BY INFIRMARY FOUNDATION. THE BUS VISITS PUBLIC AND PRIVATE SCHOOLS IN SOUTHWEST ALABAMA AND NORTHWEST FLORIDA AND RECORDS THE NUMBER OF STUDENTS SERVED AND THE NUMBER OF SCHOOLS VISITED. RESPONSE FROM SCHOOL ADMINISTRATORS IS ENCOURAGED.

THE SCHOLARSHIP AND TUITION REIMBURSEMENT PROGRAMS HAVE PROGRAM GUIDELINES THAT MUST BE MET BY THE INDIVIDUALS REQUESTING REIMBURSEMENT.

SCHEDULE J
(Form 990)

Department of the Treasury
Internal Revenue Service
Name of the organization

Compensation Information
For certain Officers, Directors, Trustees, Key Employees, and Highest
Compensated Employees
Complete if the organization answered "Yes" on Form 990, Part IV, line 23.
Attach to Form 990.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2022

Open to Public
Inspection

Employer identification number
63-0870620

INFIRMARY FOUNDATION, INC.

Part I Questions Regarding Compensation

1a Check the appropriate box(es) if the organization provided any of the following to or for a person listed on Form 990, Part VII, Section A, line 1a. Complete Part III to provide any relevant information regarding these items.

- | | |
|--|--|
| ☐ First-class or charter travel | ☐ Housing allowance or residence for personal use |
| ☐ Travel for companions | ☐ Payments for business use of personal residence |
| ☐ Tax indemnification and gross-up payments | ☐ Health or social club dues or initiation fees |
| ☐ Discretionary spending account | ☐ Personal services (such as maid, chauffeur, chef) |

b If any of the boxes on line 1a are checked, did the organization follow a written policy regarding payment or reimbursement or provision of all of the expenses described above? If "No," complete Part III to explain

2 Did the organization require substantiation prior to reimbursing or allowing expenses incurred by all directors, trustees, and officers, including the CEO/Executive Director, regarding the items checked on line 1a?

3 Indicate which, if any, of the following the organization used to establish the compensation of the organization's CEO/Executive Director. Check all that apply. Do not check any boxes for methods used by a related organization to establish compensation of the CEO/Executive Director, but explain in Part III.

- | | |
|--|--|
| ☐ Compensation committee | ☐ Written employment contract |
| ☐ Independent compensation consultant | ☐ Compensation survey or study |
| ☐ Form 990 of other organizations | ☐ Approval by the board or compensation committee |

4 During the year, did any person listed on Form 990, Part VII, Section A, line 1a, with respect to the filing organization or a related organization:

- a** Receive a severance payment or change-of-control payment?
- b** Participate in or receive payment from a supplemental nonqualified retirement plan?
- c** Participate in or receive payment from an equity-based compensation arrangement?
- If "Yes" to any of lines 4a–c, list the persons and provide the applicable amounts for each item in Part III.

Only section 501(c)(3), 501(c)(4), and 501(c)(29) organizations must complete lines 5–9.

5 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the revenues of:

- a** The organization?
- b** Any related organization?
- If "Yes" on line 5a or 5b, describe in Part III.

6 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the net earnings of:

- a** The organization?
- b** Any related organization?
- If "Yes" on line 6a or 6b, describe in Part III.

7 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization provide any nonfixed payments not described on lines 5 and 6? If "Yes," describe in Part III.

8 Were any amounts reported on Form 990, Part VII, paid or accrued pursuant to a contract that was subject to the initial contract exception described in Regulations section 53.4958-4(a)(3)? If "Yes," describe in Part III.

9 If "Yes" on line 8, did the organization also follow the rebuttable presumption procedure described in Regulations section 53.4958-6(c)?

Yes No

1b

2

4a

4b

4c

5a

5b

6a

6b

7

8

9

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule J (Form 990) 2022

Part II Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees. Use duplicate copies if additional space is needed.

For each individual whose compensation must be reported on Schedule J, report compensation from the organization on row (i) and from related organizations, described in the instructions, on row (ii). Do not list any individuals that aren't listed on Form 990, Part VII.

Note: The sum of columns (B)(i)-(iii) for each listed individual must equal the total amount of Form 990, Part VII, Section A, line 1a, applicable column (D) and (E) amounts for that individual.

(A) Name and Title	(B) Breakdown of W-2 and/or 1099-MISC and/or 1099-NEC compensation			(C) Retirement and other deferred compensation	(D) Nontaxable benefits	(E) Total of columns (B)(i)-(D)	(F) Compensation in column (B) reported as deferred on prior Form 990
	(i) Base compensation	(ii) Bonus & incentive compensation	(iii) Other reportable compensation				
1 D. MARK NIX PRESIDENT	(i) 0 (ii) 1,324,545	0 535,705	0 15,060	0 36,600	0 22,337	0 1,934,247	0 0
2 SCOTT BROWNING ASSISTANT SECRETARY	(i) 0 (ii) 357,232	0 120,971	0 46,362	0 49,807	0 24,072	0 598,444	0 0
3 ROBISON MCCLURE, JR VICE PRESIDENT	(i) 0 (ii) 165,152	0 0	0 2,593	0 12,488	0 19,374	0 199,607	0 0
4	(i) (ii)						
5	(i) (ii)						
6	(i) (ii)						
7	(i) (ii)						
8	(i) (ii)						
9	(i) (ii)						
10	(i) (ii)						
11	(i) (ii)						
12	(i) (ii)						
13	(i) (ii)						
14	(i) (ii)						
15	(i) (ii)						
16	(i) (ii)						

Part III Supplemental Information

Provide the information, explanation, or descriptions required for Part I, lines 1a, 1b, 3, 4a, 4b, 4c, 5a, 5b, 6a, 6b, 7, and 8, and for Part II. Also complete this part for any additional information.

Part I, Line 4 - Severance, Nonqualified, and Equity-Based Payments

	Severance	Nonqualified Equity-based
SCOTT BROWNING	0	36,082
	0	0

Part III - Other Additional Information

THE INFIRMARY HEALTH 457(F) PLAN IS A TYPE OF NONQUALIFIED DEFERRED COMPENSATION PLAN THAT TAX-EXEMPT ORGANIZATIONS CAN ESTABLISH FOR THEIR EMPLOYEES. THIS PLAN IS FUNDED ENTIRELY BY THE EMPLOYER FOR THE BENEFIT OF ITS PARTICIPANTS. THE ELIGIBILITY FOR THIS PLAN IS LIMITED TO HIGHLY COMPENSATED EMPLOYEES, SUCH AS VICE-PRESIDENTS AND ABOVE, OF THE ORGANIZATION AND MUST BE DESIGNATED AS ELIGIBLE BEFORE CONTRIBUTIONS CAN BE MADE. THE AMOUNT OF THE ANNUAL EMPLOYER CONTRIBUTIONS ARE DETERMINED AS A PERCENT OF BASE SALARY FOR EACH ELIGIBLE PARTICIPANT. THE PARTICIPANT DESIGNATES THE ALLOCATION OF THE CONTRIBUTION IN THE FUND SELECTION IN THE PLAN AS WELL AS FUTURE VESTING DATES. THE EARLIEST THAT A PARTICIPANT MAY VEST IN A PARTICULAR YEARS BENEFIT IS FIVE YEARS. ONCE VESTED, THE BENEFIT BECOMES TAXABLE AS WELL AS EARNINGS ON THE CONTRIBUTION AND IS PAID THROUGH NORMAL PAYROLL PROCESSING TO THE PARTICIPANT.

**SCHEDULE O
(Form 990)**

Department of the Treasury
Internal Revenue Service

Name of the organization

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2022

Open to Public
Inspection

Employer identification number

63-0870620

INFIRMARY FOUNDATION, INC.

Form 990, Part III, Line 4a - First Accomplishment

PROVIDED FUNDING TO MOBILE INFIRMARY MEDICAL CENTER, A 501(C)(3) HOSPITAL FOR PURCHASE OF STATE OF THE ART HEALTHCARE EQUIPMENT AS THE HOSPITAL MEETS THE HEALTHCARE NEEDS OF MANY CLIENTS WITHIN THE COMMUNITY THROUGH INPATIENT/OUTPATIENT CARE, REHABILITATION, THERAPY, AND EDUCATION. SPECIFICALLY, NEEDED NEW SAFETY EQUIPMENT, THERAPY EQUIPMENT AND OFFICE FURNITURE WAS PURCHASED TO UPDATE DEPARTMENTS AT MOBILE INFIRMARY. THE FOUNDATION ALSO PAID FOR SEVERAL INDIVIDUALS TO ATTEND CONFERENCES AND SUMMITS TO ENSURE THE MEDICAL STAFF IS KEEPING UP WITH CURRENT ADVANCES IN MEDICINE. IN ADDITION, THE FOUNDATION SPONSORED THE DEBAKEY AWARDS CEREMONY WHICH IS A SCHOLARSHIP FOR MEDICAL STUDENTS WHO COMMIT TO SERVING RURAL AREAS IN ALABAMA AS PRIMARY CARE DOCTORS FOR AT LEAST 5 YEARS AFTER THEIR MEDICAL SCHOOL AND RESIDENCY IS COMPLETED.

Form 990, Part III, Line 4b - Second Accomplishment

THE ERNEST G. DEBAKEY DRUG EDUCATION PROGRAM IS A MOBILE STATE-OF-THE-ART EDUCATION BUS AND ALSO A WEBSITE THAT CONTAINS ALL THE VIDEOS AND EDUCATIONAL MATERIAL THAT IS CONTAINED IN THE BUS. THE BUS TRAVELS TO PUBLIC, PRIVATE AND PAROCHIAL SCHOOLS THROUGHOUT SEVEN COUNTIES IN SOUTHWEST ALABAMA AND FLORIDA TO PROVIDE FIFTH-GRADE STUDENTS WITH INFORMATION ABOUT THE DANGERS OF DRUG USE AND ABUSE. IN 436 PROGRAMS, 4707 STUDENTS VISITED THE DRUG BUS. DURING THE SUMMER, ON WEEKENDS, AND EVENINGS, WE SERVICE YOUNGER CHILDREN, MIDDLE SCHOOL STUDENTS, TEENAGERS AND ADULTS AT THE FOLLOWING: BOYS AND GIRLS CLUB AFTER SCHOOL AND SUMMER CAMPS, YMCA AFTERCARE, SUMMER CAMPS, CHURCH HEALTH FAIRS, COMMUNITY EVENTS,

For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule O (Form 990) 2022

Name of the organization

Employer identification number

INFIRMARY FOUNDATION, INC.

63-0870620

BUSINESS HEALTH FAIRS, INFIRMARY EVENTS, WORLD OF OPPORTUNITY, AND CHURCH FESTIVALS. THE MAIN GOAL OF THE WEBSITE IS TO MAKE OUR PROGRAM AVAILABLE TO SCHOOLS OUTSIDE OF OUR TRAVELING AREA. ANYONE CAN ACCESS OUR SITE. SCHOOLS AND OTHER ORGANIZATIONS ARE USING THE SITE TO GO OVER DRUG EDUCATION IN THEIR CLASSES. THE WEBSITE AVERAGES OVER 7,000 HITS PER MONTH. WWW.DEBAKEYDRUGEDUCATION.COM

Form 990, Part III, Line 4d - All Other Accomplishments

INFIRMARY FOUNDATION MAINTAINS THE MY BODYWORKS EXHIBIT AT THE GULF COAST EXPLOREUM SCIENCE CENTER. MY BODYWORKS IS ONE OF THE MOST ADVANCED HEALTH GALLERIES IN THE NATION AND FEATURES MORE THAN 50 CUSTOM DESIGNED EXHIBITS AND PROFESSIONALLY EQUIPPED HEALTH AND BIOLOGY LABS. EACH EXHIBIT REVEALS INFORMATION ABOUT ANATOMY, NUTRITION OR EXERCISE IN A FUN AND INNER-ACTIVE ENVIRONMENT. CHILDREN AND ADULTS CAN LEARN MORE ABOUT LIVING LIFE TO ITS FULLEST WITH HEALTHY CHOICES. THE EXHIBIT SHOULD RAISE AWARENESS OF CAREERS IN THE HEALTHCARE INDUSTRY.

Form 990, Part VI, Line 2 - Related Party Information Among Officers

CLIFTON INGE, SR

CLIFTON INGE, JR

DIRECTOR

DIRECTOR

FAMILY RELATIONSHIP

CLIFTON INGE, SR

MRS. VAUGHAN MORRISSETTE

DIRECTOR

DIRECTOR

FAMILY RELATIONSHIP

MRS. VAUGHAN MORRISSETTE

MRS. LAURA CLARK

INFIRMARY FOUNDATION, INC.

DIRECTOR

DIRECTOR

FAMILY RELATIONSHIP

Form 990, Part VI, Line 7a - Election of Members and Their Rights

INFIRMARY FOUNDATION BYLAWS PROVIDE THAT THE DIRECTORS WILL BE ELECTED BY THE BOARD OF INFIRMARY HEALTH SYSTEM.

Form 990, Part VI, Line 11b - Organization's Process to Review Form 990

SYSTEM ACCOUNTANTS GATHER DATA AND PREPARE A DRAFT OF THE FORM 990 FOR REVIEW BY THE BIRMINGHAM ACCOUNTING FIRM, WARREN AVERETT, LLC. AFTER THE RETURN HAS BEEN COMPLETED AND SIGNED BY WARREN AVERETT, IT IS RETURNED FOR FINAL REVIEW AND OFFICER SIGNATURE BEFORE FILING.

Form 990, Part VI, Line 12c - Enforcement of Conflicts Policy

OFFICERS ARE REQUIRED ANNUALLY TO REVIEW THE CONFLICT OF INTEREST POLICY WHICH DEFINES CONFLICTS OF INTEREST AND ADVISES THAT ALL SUCH CONFLICTS SHOULD BE AVOIDED IF POSSIBLE. ALL OFFICERS ARE REQUIRED TO REPORT ANY CONFLICTS OF INTEREST AS THEY BECOME AWARE. IT IS THE RESPONSIBILITY OF THE DIRECTORS TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AT THE EARLIEST POSSIBLE MEETING OF THE BOARD OF DIRECTORS.

Form 990, Part VI, Line 15a - Compensation Process for Top Official

AS AN AFFILIATE OF INFIRMARY HEALTH SYSTEM, INC., THE FOUNDATION FOLLOWS THE SYSTEM-WIDE COMPENSATION PHILOSOPHY. THE SYSTEM EMPLOYEES DESIGNATED AS OFFICERS, DIRECTORS AND KEY EMPLOYEES ARE PARTICIPANTS IN THE ORGANIZATION'S PERFORMANCE PLAN THAT IS REVIEWED ANNUALLY FOR MERIT INCREASES. THE ANNUAL REVIEW COVERS THE EMPLOYEE'S PERFORMANCE FOR THE

INFIRMARY FOUNDATION, INC.

Employer identification number
63-0870620

FISCAL YEAR OF APRIL 1ST THOUGH MARCH 31ST OF THE FOLLOWING YEAR. THE AMOUNT OF INDIVIDUAL MERITS/SALARY INCREASES ARE DETERMINED BASED ON THE COMPA-RATIO (HOURLY RATE RELATIVE TO SALARY RANGE MIDPOINT), THE NUMBER OF MONTHS SINCE THEIR LAST INCREASE AND PERFORMANCE SCORE (RATING) AND THE ORGANIZATION'S ANNUAL MERIT GUIDELINES.

EACH POSITION IS ASSIGNED A SALARY RANGE BASED ON MARKET DATA, INTERNAL EQUITY, AND EVALUATION FACTORS SUCH AS ACCOUNTABILITY, KNOW HOW, AND PROBLEM SOLVING ABILITY. SALARY RANGE MIDPOINTS (REPRESENTING 100% OF THE MARKET) INCREASE EACH YEAR BASED ON EXTERNAL DATA. THE ORGANIZATION PARTICIPATES IN NUMEROUS SALARY SURVEYS. DEPENDING ON THE POSITION, THE SURVEY DATA MAY BE INDUSTRY SPECIFIC (E.G. HEALTHCARE) OR FROM OTHER INDUSTRIES. CURRENTLY, EXECUTIVE POSITION DATA COMES FROM WATSON WYATT, INTEGRATED HEALTHCARE STRATEGIES, AND SULLIVAN COTTER. THE ANNUAL MERIT GUIDELINES PROVIDED A MERIT INCREASE PERCENTAGE RANGE BASED ON THE INDIVIDUAL EMPLOYEE'S PERFORMANCE RATING AND COMPA-RATIO. FOR EXECUTIVES, THE CEO AND VP-HUMAN RESOURCES REVIEW THE SUGGESTED MERIT INCREASE AND MAKE RECOMMENDATIONS TO THE COMPENSATION COMMITTEE BEFORE FINAL RECOMMENDATIONS ARE PRESENTED TO THE BOARD OF DIRECTORS FOR APPROVAL. THE ORGANIZATION HAD AN EXTERNAL REVIEW OF COMPENSATION PRACTICES PERFORMED BY SULLIVAN COTTER IN 2021.

Form 990, Part VI, Line 19 - Governing Documents Disclosure Explanation
THE CORPORATE CHARTER OF INFIRMARY FOUNDATION, INC., IS A MATTER OF PUBLIC RECORD IN THE PROBATE COURT OF MOBILE COUNTY, AL. THE ORGANIZATION'S FORM 990 IS AVAILABLE UPON REQUEST FROM THE ORGANIZATION AND FOR INSPECTION AT THE CORPORATE OFFICES. THE CORPORATE BYLAWS, THE CONFLICT OF INTEREST POLICY AND FINANCIAL STATEMENTS ARE NOT ROUTINELY MADE AVAILABLE TO THE

Name of the organization

INFIRMARY FOUNDATION, INC.

Employer identification number

63-0870620

PUBLIC AT THIS TIME.

Form 990, Part XI, Line 9 - Other Changes in Net Assets Explanation

Rounding \$ 1

**SCHEDULE R
(Form 990)**

Related Organizations and Unrelated Partnerships

Complete if the organization answered "Yes" on Form 990, Part IV, line 33, 34, 35b, 36, or 37.
Attach to Form 990.

Department of the Treasury
Internal Revenue Service
Name of the organization

INFIRMARY FOUNDATION, INC.

Part I Identification of Disregarded Entities. Complete if the organization answered "Yes" on Form 990, Part IV, line 33.

(a) Name, address, and EIN (if applicable) of disregarded entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Total income	(e) End-of-year assets	(f) Direct controlling entity
(1)					
(2)					
(3)					
(4)					
(5)					

Part II Identification of Related Tax-Exempt Organizations. Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related tax-exempt organizations during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Exempt Code section	(e) Public charity status (if section 501(c)(3))	(f) Direct controlling entity	(g) Section 512(b)(13) controlled entity?	
						Yes	No
(1) GULF HEALTH HOSPITALS, INC PO BOX 2226 MOBILE AL 36652 63-0891904	HOSPITAL	AL	501c3	3	IHS		X
(2) INFIRMARY HEALTH HOSPITALS, INC PO BOX 2226 MOBILE AL 36652 20-3713023	HOSPITAL	AL	501c3	3	IHS		X
(3) INFIRMARY HEALTH SYSTEM, INC PO BOX 2226 MOBILE AL 36652 63-0841123	MANAGEMENT	AL	501c3	12c	N/A		X
(4) MOBILE INFIRMARY ASSOCIATION PO BOX 2226 MOBILE AL 36652 63-0288856	HOSPITAL	AL	501c3	3	IHS		X
(5) GULF HEALTH PROPERTIES, INC PO BOX 2226 MOBILE AL 36652 63-0933700	REAL ESTATE	AL	501c2		IHS		X

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Part III Identification of Related Organizations Taxable as a Partnership. Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a partnership during the tax year.

(1)	(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(f) Share of total income	(g) Share of end-of-year assets	(h) Disproportionate alloc.?		(i) Code V-UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner?		(k) Percentage ownership
								Yes	No		Yes	No	
(1)													
(2)													
(3)													
(4)													

Part IV Identification of Related Organizations Taxable as a Corporation or Trust. Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a corporation or trust during the tax year.

(1)	(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Type of entity (C corp, S corp, or trust)	(f) Share of total income	(g) Share of end-of-year assets	(h) Percentage ownership	(i) Section 512(b)(13) controlled entity?	
									Yes	No
(1)	GULF HEALTH MANAGEMENT SERVICES, PO BOX 2226 MOBILE AL 36652 56-2332377	MANAGEMENT	AL	IHS	C		0	0.000000		X
(2)	INFIRMARY MEDICAL CLINICS PO BOX 2226 MOBILE AL 36652 63-0985524	MEDICAL	AL	IHS	C		0	0.000000		X
(3)	AMERICAN OAK HILL ASSURANCE PO BOX 2226 MOBILE AL 36652 98-0604272	SELF INS		IHS	C		0	0.000000		X
(4)	PROF&COMP GEN PATIENT LIAB SELF-INS PO BOX 2226 MOBILE AL 36652 63-6117376	SELF INS	AL	IHS	T		0	0.000000		X

Part III Identification of Related Organizations Taxable as a Partnership. Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a partnership during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(f) Share of total income	(g) Share of end-of- year assets	(h) Dispro- portionate alloc.? Yes No		(i) Code V—UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner? Yes No		(k) Percentage ownership
(1)												
(2)												
(3)												
(4)												

Part IV Identification of Related Organizations Taxable as a Corporation or Trust. Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a corporation or trust during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Type of entity (C corp, S corp, or trust)	(f) Share of total income	(g) Share of end-of-year assets	(h) Percentage ownership	(i) Section 512(b)(13) controlled entity? Yes No	
(1) WORKER'S COMPENSATION TRUST PO BOX 2226 MOBILE AL 36652 63-6118459	SELF INS	AL	IHS	T	0	0	0.000000	X	
(2)									
(3)									
(4)									

Part V Transactions With Related Organizations. Complete if the organization answered "Yes" on Form 990, Part IV, line 34, 35b, or 36.

Note: Complete line 1 if any entity is listed in Parts II, III, or IV of this schedule.

1 During the tax year, did the organization engage in any of the following transactions with one or more related organizations listed in Parts II-IV?

	Yes	No
a Receipt of (i) interest, (ii) annuities, (iii) royalties, or (iv) rent from a controlled entity		1a X
b Gift, grant, or capital contribution to related organization(s)		1b X
c Gift, grant, or capital contribution from related organization(s)		1c X
d Loans or loan guarantees to or for related organization(s)		1d X
e Loans or loan guarantees by related organization(s)		1e X
f Dividends from related organization(s)		1f X
g Sale of assets to related organization(s)		1g X
h Purchase of assets from related organization(s)		1h X
i Exchange of assets with related organization(s)		1i X
j Lease of facilities, equipment, or other assets to related organization(s)		1j X
k Lease of facilities, equipment, or other assets from related organization(s)		1k X
l Performance of services or membership or fundraising solicitations for related organization(s)		1l X
m Performance of services or membership or fundraising solicitations by related organization(s)		1m X
n Sharing of facilities, equipment, mailing lists, or other assets with related organization(s)		1n X
o Sharing of paid employees with related organization(s)		1o X
p Reimbursement paid to related organization(s) for expenses		1p X
q Reimbursement paid by related organization(s) for expenses		1q X
r Other transfer of cash or property to related organization(s)		1r X
s Other transfer of cash or property from related organization(s)		1s X

2 If the answer to any of the above is "Yes," see the instructions for information on who must complete this line, including covered relationships and transaction thresholds.

	(a) Name of related organization	(b) Transaction type (a-s)	(c) Amount involved	(d) Method of determining amount involved
(1)				
(2)				
(3)				
(4)				
(5)				
(6)				

Part VI **Unrelated Organizations Taxable as a Partnership.** Complete if the organization answered "Yes" on Form 990, Part IV, line 37.

Provide the following information for each entity taxed as a partnership through which the organization conducted more than five percent of its activities (measured by total assets or gross revenue) that was not a related organization. See instructions regarding exclusion for certain investment partnerships.

(1) Name, address, and EIN of entity	(2) Primary activity	(3) Legal domicile (state or foreign country)	(4) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(5) Are all partners section 501(c)(3) organizations?		(6) Share of total income	(7) Share of end-of-year assets	(8) Disproportionate allocations?		(9) Code V-UBI amount in box 20 of Schedule K-1 (Form 1065)	(10) General or managing partner?		(11) Percentage ownership
				Yes	No			Yes	No		Yes	No	
(1)													
(2)													
(3)													
(4)													
(5)													
(6)													
(7)													
(8)													
(9)													
(10)													
(11)													

Part VII

Supplemental Information.

Provide additional information for responses to questions on Schedule R. See instructions.

(This area is for supplemental information. It contains horizontal lines for text entry.)

Expense

8920401000 - ADMINISTRATION_Main

INFIRMARY FOUNDATON BUDGET

FY 2025

SUPPLIES EXPENSES	\$	14,999.67
POSTAGE	\$	1,999.55
Total - Supplies	\$	16,999.22

Other Expenses

TRAVEL INSTITUTES	\$	2,500.00
MEALS ENTERTAINMENT	\$	1,200.00
MISCELLANEOUS OTHER	\$	1,000.00
PUBLIC RELATIONS	\$	80,000.00
DEVELOPMENT EXPENSES	\$	35,000.00
ASSN M SHIPS DUES	\$	3,000.00
SVC CONTRACTS EQUIP	\$	4,500.45
FEES LEGAL	\$	3,000.00
FEES TRUSTEE	\$	3,799.90
CONSULTING MONEY MGR	\$	219,999.84
SHD SVC INDIRECT IN	\$	379,568.00
Race Event Expenses	\$	50,000.00
GOLF TOURNAMENT EXPENSES	\$	172,000.00
Gala Expenses	\$	139,000.00
OTHER FUNDRAISING EVENT Expenses	\$	15,000.00
DEPR BUILDING	\$	18,525.09
COVID19 AL CARES ACT NFP EXPS	\$	-
BLDG MANAGEMENT COSTS	\$	10,829.96
INSURANCE MISC	\$	450.07
UTILITIES	\$	6,060.41
Total - Other Expenses	\$	1,145,433.72

PROGRAM SERVICES AND GRANTS

DRUG BUS	\$	99,999.00
GRANTS SCHOLARSHIPS	\$	500,000.00
PROGRAM SERVICES	\$	500,000.00
PGM SVC TUITION REIMBURSEMENT	\$	205,699.00
TOTAL PROGRAM SERVICES AND GRANTS	\$	1,305,698.00

Total Expenses	\$	2,468,130.94
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Internal Revenue Service
District Director

Department of the Treasury

Date: JAN 13 1987

Our Letter Dated:

May 17, 1984
Person to Contact:

Alicia Foster/cw
Contact Telephone Number:

(404) 331-4516

Employer Identification Number:
63-0870620

File Folder Number:
580055510

> Gulf Health Foundation, Inc.
P.O. Box 2226
Mobile, AL 36652

- Dear Taxpayer:

This modifies our letter of the above date in which we stated that you would be treated as an organization which is not a private foundation until the expiration of your advance ruling period.

Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Internal Revenue Code, because you are an organization of the type described in section ____*. Your exempt status under section 501(c)(3) of the code is still in effect.

Grantors and contributors may rely on this determination until the Internal Revenue Service publishes notice to the contrary. However, a grantor or a contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section ____* status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section ____* organization.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



District Director

* 170(b)(1)(A)(vi) & 509(a)(1)

cc: E. Watson Smith

STATE OF ALABAMA

§

PROBATE COURT OF SAID COUNTY

§

COUNTY OF MOBILE

§

CERTIFICATE OF AMENDMENT OF

GULF HEALTH FOUNDATION, INC.

(Name changed to INFIRMARY FOUNDATION, INC.)

KNOW YE, that ARTICLES OF AMENDMENT of GULF HEALTH FOUNDATION,
INC.

..... were filed for record in the Office
of the Judge of Probate of Mobile County, Alabama on the 30th day of December

1987.....; said ARTICLES appearing to conform to law, the corporation under the name of

GULF HEALTH FOUNDATION, INC.

..... is hereby AMENDED as to the
item(s) stated therein.

WITNESS, my hand and seal of the Probate Court of Mobile County, Alabama, this 30th

day of DECEMBER, 1987.....



L.W. NOONAN

Judge of Probate

Mobile County, Alabama

By

John O. Tucker
John O. Tucker
Secretary

VERIFICATION

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned authority, a notary public in and for said state and county, do hereby certify that on this 11 day of December, 1987, personally appeared before me E. Chandler Bramlett and John O. Tucker, who, being by me first duly sworn, declared that they are the President and Secretary of Gulf Health Foundation, Inc., that they signed the foregoing Articles of Amendment as such President and Secretary of the Corporation and that the statements contained therein are true.

Judith Louise Stink
NOTARY PUBLIC
STATE OF ALABAMA AT LARGE
My Commission Expires Oct. 26, 1991

Notice is given as required by Alabama law that this instrument was prepared by E. Watson Smith, Attorney, Eighth Floor, Royal - St. Francis Building, Mobile, Alabama, 36602.

STATE OF ALABAMA

MOBILE COUNTY,

I, L. W. NOONAN, Judge of Probate in and for said State and County do hereby certify that the foregoing is a full, true and correct copy of the instrument with the filing of same as appears of record in this office in RP Book 3208

Page 863

Given under my hand and seal of office this 30th day of Dec.

19 87

L. W. Noonan
JUDGE OF PROBATE

87060541

1. The name of the Corporation is Gulf Health Foundation, Inc.

a. Article One is hereby deleted in its entirety and replaced with the following new Article One:

The name of the Corporation is Infirmary Foundation, Inc.

b. Wherever else the original name "Gulf Health Foundation, Inc." appears in said Articles of Incorporation as a heading or title, or as the name of the corporation, or otherwise, in each and every such instance that original name is deleted and replaced with the new name of "Infirmiry Foundation, Inc."

4. The above Amendments were adopted at a duly held regular meeting of the Board of Directors of the Corporation on December 7, 1987, at which a quorum was present, and such Amendments received the affirmative vote of a majority of the Directors in office.

GULF HEALTH FOUNDATION, INC.

RECORD FEE 16.00
STATE OF ALA., MOBILE CO.
I CERTIFY THAT INSTRUMENT
WAS FILED ON Original
DEC 30 12 34 PM '87
RECORDS & COMM. DIV.
COUNTY TAX & FEE
JAN. EXAM. TAX HAS
GIVEN NO. ON THIS INSTRUMENT.
JWS *James*
JUDGE OF PROBATE

Internal Revenue Service
District Director

Department of the Treasury

Date: MAY 17 1984

Employer Identification Number:
63-0870620

Accounting Period Ending:
March 31,

Foundation Status Classification:
170(b)(1)(A)(vi) & 509(a)(1)

Advance Ruling Period Ends: Begins November
10, 1983 Ends March 3, 1986

Person to Contact:
Lovetta Hamilton/eh

Contact Telephone Number:
(404) 221-4516

File Folder Number:
580055510

Gulf Health Foundation
P. O. Box 2226
Mobile, AL 36652

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably be expected to be a publicly supported organization described in section 170(b)(1)(A)(vi) & 509(a)(1).

Accordingly, you will be treated as a publicly supported organization, and not as a private foundation, during an advance ruling period. This advance ruling period begins on the date of your inception and ends on the date shown above.

Within 90 days after the end of your advance ruling period, you must submit to us information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, you will be classified as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, you will be classified as a private foundation for future periods. Also, if you are classified as a private foundation, you will be treated as a private foundation from the date of your inception for purposes of sections 507(d) and 4940.

Grantors and donors may rely on the determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you submit the required information within the 90 days, grantors and donors may continue to rely on the advance determination until the Service makes a final determination of your foundation status. However, if notice that you will no longer be treated as a section 509(a)(1) organization is published in the Internal Revenue Bulletin, grantors and donors may not rely on this determination after the date of such publication. Also, a grantor or donor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 509(a)(1) status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(1) organization.

(over)

P. O. Box 1055, Atlanta, GA 30370

Letter 1045(DO) (Rev. 10-8

Page 471 of 800

change, please let us know so we can consider the effect of the change on your exempt status and foundation status. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

You are required to file Form 990, Return of Organization Exempt from Income Tax, only if your gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, when a return is filed late, unless there is reasonable cause for the delay.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,


District Director

cc: E. Watson Smith

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Josh Woods

WHEREAS, *Councilmember Woods wishes to appropriate \$750.00 to Kings Mill Homeowners Association, from District 6 Discretionary Fund (10041020 42080); and*

WHEREAS, Mobile United, 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 Kings Mill Homeowners Association, *will be used to assist with beautification of the neighborhood.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$750.00 to Kings Mill Homeowners Association, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Josh Woods

WHEREAS, *Councilmember Woods wishes to appropriate **\$6,500.00** to Huntleigh Woods Community Club, from District 6 Discretionary Fund (10041020 42080); and*

WHEREAS, Huntleigh Woods Community Club, is an Alabama non-profit association 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 Huntleigh Woods Community Club, *will be used to assist with a security system for the neighborhood.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$6,500.00** to Huntleigh Woods Community Club*, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Gina Gregory

WHEREAS, *Councilmember Gregory wishes to appropriate **\$1,200.00** to St. Paul's Episcopal School from District 7 Discretionary Fund (10041020 42080); and*

WHEREAS, St. Paul's Episcopal School is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to St. Paul's Episcopal School *will be used to assist with the 2025 Saints Run on Sunday, March 30, 2025.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$1,200.00** to St. Paul's Episcopal School for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

January 29, 2025

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

Honorable William S. Stimpson
Mayor
City of Mobile

Dear Mayor Stimpson:

Please disburse \$400.00 from District 7's Discretionary Funds to the Mobile Tennis Center located at 851 Gaillard Drive (36608) to assist with the Child Advocacy Center Serve It Up event scheduled for April 6 & 8, 2025. The contact person is Elaine Henderson, Director of the Office of Communications and Development. She can be reached at (251)490-8860, (251)432-1101, or via email at ehenderson@cacmobile.org. Thank you for your attention to this matter.

Sincerely,

Gina Gregory
Mobile City Council
District 7

GG/pb

cc: Donna Bryars
Cody Scott
Vilater Green
Ricardo Woods
Edgar Walsh
Paul Carbo
Lisa Carroll Lambert
Lana Gauthier
Karen Williamson
Brandi Montgomery
Scott Collins
Lisa Roberts
Shelli Janes
Tiffany Levy

Boxley, Pavonia

From: Gregory, Gina
Sent: Monday, January 27, 2025 5:41 PM
To: Boxley, Pavonia
Subject: Fwd: Emailing: Gina Gregory Facility Fee_0001.jpg

Follow Up Flag: Follow up
Flag Status: Flagged

Please handle
For me. I have paid the facility fee for the last few years and have agreed to do so again.

Regards,
Gina Gregory

Sent from my iPhone

Begin forwarded message:

From: Elaine Henderson <ehenderson@cacmobile.org>
Date: January 27, 2025 at 3:44:02 PM CST
To: "Gregory, Gina" <council7@cityofmobile.org>
Cc: Elaine Henderson <ehenderson@cacmobile.org>
Subject: Emailing: Gina Gregory Facility Fee_0001.jpg

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Gina
Please let me know if this sounds good
Thank you



The Child Advocacy Center, Inc.

1351 Springhill Avenue • Mobile, AL 36604
Phone: (251) 432-1101 • Fax: (251) 432-0330
Website: www.cacmobile.org

Mobile City Council Member Gina Gregory

January 28, 2025

Dear Gina,

I am writing to you on behalf of the Child Advocacy Center, Mobile's community response for coordinating services for child sexual and severe physical abuse. Here in this warm, child-friendly facility 28 professionals from 7 different agencies work as a team so that these youngest victims of crime can come to one central location and receive all the help they might need. In 2023, children came to the center over 2,400 times to receive these much-needed services.

We are making plans for **SERVE IT UP WITH LOVE** Charity Tennis Tournament on April 6 & 8, 2025. This event is the largest charity tennis tournament in the state, with 650 men, ladies, and children playing last year. This premier tennis event is the largest fundraiser for the CAC and all proceeds help fund services at the Child Advocacy Center. This is the largest charity tennis tournament in Alabama and was selected for the USTA Alabama Charity Tournament of the year in 2021.

I want to ask if you can help pay the Mobile Tennis Center Facility Fee of \$200 per day for April 6 & 8, that would be added to The Mobile Tennis Center City of Mobile account. Please Check our web site www.serveitupwithlove.com and Facebook Page. This will help the CAC raise more funds for free services for abused children. All funds raised from this event will help pay for services to help keep our children safe. I am the contact person for the event, and you can reach me at The Child Advocacy Center 1351 Springhill Ave. Mobile, AL. 36606, 251-432-1101 or ehenderson@cacmobile.org.

We hope that you will partner with the CAC to help us achieve our goal of helping abused children to have a bright and hopeful future. I look forward to hearing from you soon.

Sincerely,

Elaine Kelly Henderson,
Director of The Office of Communications and Development

#1086 Pending Payment

Bill To:
Child Advocacy Center Center -
#1654218
ehenderson@cacmobile.org



Mobile Tennis Center
851 Gaillard Drive
Mobile, Alabama, 36608
P:251-208-5181

Invoice Date: 1/29/2025
Due Date: 2/28/2025

Item List	Quantity	Total
Misc. Fee: Court Fees for April 6 - Serve It Up With Love - Mixed Doubles Tournament \$100	1	\$400.00
Court Fees for April 6 - Serve It Up With Love - Al Fuchs Memorial Junior Tournament \$100		
Court Fees for April 8 - Serve It Up With Love - Ladies Day \$100		
Court Fees for April 8 - Serve It Up With Love - Night Tournament \$100		
Total:		\$400.00



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 18 Feb 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Putterman Athletics

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Putterman Athletics for quilted Noiseguard panels for
Lavretta Park Pickleball courts.

CIP - Lavretta Park Pickleball courts

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$ 21,432.53

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

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: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

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, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>3978</u>	2025	(3032) ARCHITECTURAL ENGINEERING	QUILTED NOISEGUARD PANELS FOR LAVRETTA PARK PICKLEBALL COURTS (PRICE BELOW BID REQUIREMENT)	\$21,432.53	<u>(299604)</u> <u>PUTTERMAN</u> <u>ATHLETICS</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003978-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved
--	---

Page 1

Vendor
 PUTTERMAN ATHLETICS
 880 N SPRING GARDEN AVE

Ship To
 PUBLIC BUILDINGS
 850 OWENS STREET

DELAND, FL 32720

MOBILE, AL 36604
 LAURENCEJ@CITYOFMOBILE.ORG

Tel#386-222-3049

Delivery Reference
 LAVRETTA PICKLEBALL COURTS

Deliver To
 PUBLIC BUILDINGS
 850 OWENS STREET

MOBILE, AL 36604
 Delivery Reference
 LAVRETTA PK PICKLEBALL COURTS

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/10/25	299604				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

001 AS PER YOUR QUOTE QU017734 ITEM #- NGMLV-QPS3-B/B-CSTM ITEM DESCRIPTION- NoiseGard Quilted Panel Black on Black-Custom QUANTITY- 1 @ 1,872 SF SIZE- 49'-6" w X 7'-4" H SPECS- Panel with 3mm MLV inside COLOR- Black quilting on black outer vinyl Additional Description Notes	1.00 EACH	20725.76000	20725.76
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5 YEAR WARRANTY AS PER YOUR SPEC SHEET.

1 2000.80.00.0000.0000.0000.0000.44020. E C0760 .OPERSUPPLS.	20725.76
---	----------

Ship To
 PUBLIC BUILDINGS
 850 OWENS STREET
 MOBILE, AL 36604
 Delivery Reference
 LAVRETTA PICKLEBALL COURTS

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003978-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor
 PUTTERMAN ATHLETICS
 880 N SPRING GARDEN AVE

DELAND, FL 32720

Tel#386-222-3049

Ship To
 PUBLIC BUILDINGS
 850 OWENS STREET

MOBILE, AL 36604
 LAURENCEJ@CITYOFMOBILE.ORG

Delivery Reference
 LAVRETTA PICKLEBALL COURTS

Deliver To
 PUBLIC BUILDINGS
 850 OWENS STREET

MOBILE, AL 36604
 Delivery Reference
 LAVRETTA PK PICKLEBALL COURTS

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/10/25	299604				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
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MOBILE, AL 36604

002	ITEM #- TIES120 ITEM DESCRIPTION- Heavy Duty Tie Wraps, 8" winds-100ct Vendor Item No.: TIES120	6.00 EACH	13.46000	80.76
-----	--	--------------	----------	-------

1	2000.80.00.0000.0000.0000.0000.44020. E C0760 .OPERSUPPLS.			80.76
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Ship To
 PUBLIC BUILDINGS
 850 OWENS STREET
 MOBILE, AL 36604
 Delivery Reference
 LAVRETTA PICKLEBALL COURTS

Deliver To
 PUBLIC BUILDINGS
 850 OWENS STREET
 MOBILE, AL 36604
 Delivery Reference
 LAVRETTA PK PICKLEBALL COURTS

003	FREIGHT	1.00 EACH	626.01000	626.01
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Vendor Item
 Inventory Item/Loc 14009

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003978-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 3
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Vendor
PUTTERMAN ATHLETICS
880 N SPRING GARDEN AVE

DELAND, FL 32720

Tel#386-222-3049

Ship To
PUBLIC BUILDINGS
850 OWENS STREET

MOBILE, AL 36604
LAURENCEJ@CITYOFMOBILE.ORG

Delivery Reference
LAVRETTA PICKLEBALL COURTS

Deliver To
PUBLIC BUILDINGS
850 OWENS STREET

MOBILE, AL 36604
Delivery Reference
LAVRETTA PK PICKLEBALL COURTS

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/10/25	299604				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.42140. E C0760 .NONCONTRCT.			626.01

Ship To
PUBLIC BUILDINGS
850 OWENS STREET
MOBILE, AL 36604
Delivery Reference
LAVRETTA PICKLEBALL COURTS

Deliver To
PUBLIC BUILDINGS
850 OWENS STREET
MOBILE, AL 36604
Delivery Reference
LAVRETTA PK PICKLEBALL COURTS

Requisition Link

Requisition Total 21432.53

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

Account	Amount	Remaining Budget
E C0760 .NONCONTRCT.	626.01	3567.47
E C0760 .OPERSUPPLS.	20806.52	3567.47

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.42140.	626.01	2426450.77
CAPITAL IMPROVEMENTS FUND EXP MISCELLANEOUS SERVICES		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003978-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved
--	---

Page 4

Vendor PUTTERMAN ATHLETICS 880 N SPRING GARDEN AVE DELAND, FL 32720 Tel#386-222-3049	Ship To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 LAURENCEJ@CITYOFMOBILE.ORG Delivery Reference LAVRETTA PICKLEBALL COURTS Deliver To PUBLIC BUILDINGS 850 OWENS STREET MOBILE, AL 36604 Delivery Reference LAVRETTA PK PICKLEBALL COURTS
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/10/25	299604				ARCHITECTURAL ENGINEERING

Account 2000.80.00.0000.0000.0000.0000.44020. CAPITAL IMPROVEMENTS FUND EXP	Amount Remaining Budget 20806.52 2426450.77 OPERATING SUPPLIES
---	---

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

Activity	Date	Clerk	Comment
Approved	01/07/25	CARLEEN STOUT	Auto approved by: 910519420
Approved	01/07/25	CASSIE BOATWRIGHT	
Approved	02/10/25	JACOB LAURENCE	Auto approved by: 910518486
Approved	02/10/25	CARLEEN STOUT	approved!
Approved	02/10/25	CASSIE BOATWRIGHT	Auto approved by: 910518486
Approved	01/08/25	BRENDA RHODES	
Approved	01/08/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	01/08/25	RELYA MALLORY	Auto approved by: 910511034
Approved	02/11/25	BRENDA RHODES	
Approved	02/11/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	02/11/25	RELYA MALLORY	Auto approved by: 910511034
Unknown	02/10/25	SANDRA LEWIS	
Rejected	02/10/25	SANDRA LEWIS	add line
Approved	02/11/25	DONALD ROSE	Auto approved by: 910518227
Approved	02/11/25	SANDRA LEWIS	
Approved	02/11/25	STEVEN KRONINGER	Auto approved by: 910518227
Approved	02/11/25	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	02/11/25	LONELL HARRIS	Auto approved by: 910518227
Approved	02/11/25	ANNE FOLEY	Auto approved by: 910518227
Approved	02/11/25	JOHN PAINE	Auto approved by: 910518227

Authorized By: _____ Date: _____
 Signature

RESOLUTION

Sponsored by: Mayor William S. Stimpson

WHEREAS, it is beneficial to the City of Mobile and serves a public purpose to provide funding to the Mobile County Commission for improvements to West Mobile County Park; and

WHEREAS, the City Council of the City of Mobile believes that it is a good, proper and justifiable use of public resources to enter into an agreement to contribute financial assistance to the Mobile County Commission in furtherance of the above purpose;

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation not to exceed \$2,000,000.00 to the Mobile County Commission, for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes the Mayor and City Clerk to execute and attest for and on behalf of the City of Mobile the contract attached hereto, or one worded substantially similar thereto, 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

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE MOBILE COUNTY COMMISSION AND THE CITY OF MOBILE
FOR IMPROVEMENTS TO WEST MOBILE COUNTY PARK

WHEREAS, Mobile County, Alabama (“County”), a body corporate, politic, and a political subdivision of the State of Alabama, by and through the Mobile County Commission, and the City of Mobile, Alabama, a municipal corporation, acting by and through its duly authorized Mayor (“City”), are authorized to expend public funds when a public purpose will be served thereby; and, each finding that a public purpose will be served by the expenditure of the funds referenced herein; and,

WHEREAS, Counties and Municipalities in the State of Alabama may enter into mutual agreements for the improvement, construction, management, and maintenance of parks and recreational facilities which benefit the public on land lying within the corporate limits of an incorporated municipality; and the County and the City finding it appropriate to facilitate certain upgrades and improvements to the West Mobile County Park (“Park”) to include infrastructure work, a playground and a splash pad; and

WHEREAS, the City agrees that the County engage a professional design engineering firm to plan and manage CONSTRUCTION upgrades and/or improvements for the Park with the City providing support and funding toward the County’s efforts and services; and

WHEREAS, the County and the City deem it necessary and desirable to set out the terms of this agreement with regard to the funding of the project;

NOW, THEREFORE, in consideration of the premises and the public purposes to be served thereby, the County and the City (“Parties”) enter into the following mutual agreement:

1. That the City shall appropriate to the County the sum of Two Million and 00/00 Dollars (\$2,000,000.00) (“Funds”) which funds the County shall utilize solely toward the construction of a playground and splash pad at the Park. These appropriated funds shall supplement and not supplant any contribution from the County.

2. That the Funds shall be distributed in a single payment by the City to the County upon joint execution of this Agreement.

3. That following final acceptance of the Project, County shall refund to City any portion of the funds, which are unused or used for any other purpose.

4. That the Parties agree the County and City will be fully represented as joint contributors/sponsors of the improvements to the Park in all media forums, advertising, signage, websites, social media, print media, including brochures and programs and in any other way the Park is promoted. That on or before October 1, 2025, or such later time no more than thirty (30) days following completion of the Project, County shall provide to City a report which shall summarize the accomplishments and activities of County relating to the construction of the above described Project; such report shall be signed by the County Finance Director.

5. That County shall in the performance of this contract comply strictly with all state and federal laws, rules and regulations, and shall specifically assure that no person is subjected to discrimination on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status, characteristics of personal identity, or any other characteristic protected under applicable federal or state law.

6. That County shall be and at all times remain responsible for the design, improvements, and construction of the Project, and City shall have no liability in connection therewith.

IN WITNESS WHEREOF, the Parties have each caused this instrument to be executed on the date or dates set out below the signature of their duly authorized representatives.

ATTEST:

MOBILE COUNTY COMMISSION

E. Edwin Kerr, County Administrator

Randall Dueitt, President

Date: _____

ATTEST:

CITY OF MOBILE, ALABAMA

Lisa C. Lambert, City Clerk

William S. Stimpson, Mayor

Date: _____

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Intergovernmental Improvements West Mobile County

PROJECT # C1016/ DATE OF RECEIPT 2/13/25

PROJECT DESCRIPTION Improvements to West Mobile County
Park with Mobile County

CONTRACT AMOUNT \$2,000,000.00 (\$1M C1016/\$1M)

VENDOR NAME Mobile County Commission

VENDOR NUMBER 1010

DEPT # _____ DEPT NAME Major Projects / Program Mgmt

CONTRACT ADMINISTRATOR Jasmine Washington

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services

Construction (Unit Price)* Construction** Non Contractual

Performance-Contributed Contractual

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ___ N ✓; 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: [Signature] Date 02/13/2025

Revised 11/14/2019 Marilyn McMillan



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 18, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve proposed Item-based Bid award to various vendors for outdoor power equipment for City. Prices good for six months, renewable for five additional six-month periods.

Amount of Contract:

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

Funding Source

General fund.

ATTACHMENTS:

1. 20250211 Power Agenda Package Bids

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 18 February 2025
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Item-Award Bid for Approval for Outdoor Power Equipment

PURPOSE & SCOPE OF PROJECT:

To approve proposed Bid award to various vendors for outdoor power equipment for City. Price good for six months, renewable for five additional six-month periods.
General Fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: N/A, as needed at Item-based unit pricing

FUNDING SOURCE:

Budget Item: _____

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

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: Upon approval

Renewal date of contract (if applicable): N/A

If not bid, state reason: Sealed Bid 5923

How many bidders received bid packages (if applicable): 13 + web

How many bidders submitted bids (if applicable): 4

If this is not the lowest bid, explain why not:

Three bidders tied on three items after being provided tie-breaking opportunity.

RESOLUTION

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 Purchase Orders against, the below proposed Bid Awards, to the designated vendors for the specified items 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 issue said orders without further approval or other action by the City Council. All Bid Awards 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)
<u>5923</u>	Outdoor Power Equipment	4	See bid tabulation	Six months, renewable for up to five additional six- month periods.	<u>(237250) Wilson Dismukes, Inc, (277810) American Rental & Power Equipment, Inc, (022254) Beard Power Equipment Company</u>

Adopted:

City Clerk

5923 BID SPECS

For Office Use Only

GENERAL INFORMATION

Purpose BIDS

Number 5923

VENDOR LIST

1. BEARD EQUIPMENT CO.
2. WILSON DISMUKES INC.
3. AMERICAN RENTAL & POWER LLC.
4. AUTRY GREER & SONS ACE HARDWARE
5. CAPITAL TRACTOR

QTY	Description	BEARD EQUIPMENT CO.		WILSON DISMUKES INC.		AMERICAN RENTAL & POWER		GREER & SONS ACE HARDWARE		CAPITAL TRACTOR
APPX 10-20	BACKPACK BLOWER , GAS POWERED MAKE: STIHL MODEL: BR800X	\$513.49		\$513.49		\$532.49		\$532.99		No bid/ Incorrect Item
APPX 10-30	LOOP HANDLE TRIMMER, GAS POWERED MAKE: STIHL MODEL: FS131R	\$418.69		\$418.69		\$418.69		\$434.59		No bid/ Incorrect Item
APPX 10-30	ARTICULATING HEDGE TRIMMER, GAS POWERED MAKE: STIHL MODEL: HL 94K-145	\$489.79		\$489.79		\$489.79		\$508.39		No bid/ Incorrect Item
APPX 10-30	POLE SAW, GAS POWERED MAKE: STIHL MODEL: HT 135-14"	\$631.99		\$631.99		\$631.99		\$649.99		No bid/ Incorrect Item
Total										

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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

Postal Service Does Not Deliver to This Street Address

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 12/3/2024	BID NO. 5923	DEPARTMENT Various	Commodities to be delivered F.O.B. Mobile to: 770 Gayle St, Mobile, AL 36604
-------------------	-----------------	-----------------------	---

This bid must be received and stamped by the Purchasing office not later than:

12:01 PM, Friday, December 20, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Backpack Blowers, Loop Handle Trimmer, Articulating Hedge Trimmers and Pole Saws					
Appx 1-20	BACKPACK BLOWER, GAS POWERED STIHL BR800 X MAGNUM 79.CC OR EQUAL Make _____ Model _____					
Appx 10-30	LOOP HANDLE TRIMMER, GAS POWERED STIHL FS131R OR EQUAL Make _____ Model _____					
Appx 10-30	ARTICULATING HEDGE TRIMMER, GAS POWERED STIHL HL94K (145 DEGREE) OR EQUAL Make _____ Model _____					
Appx 10-30	POLE SAW, GAS POWERED STIHL HL135 OR EQUAL Make _____ Model _____					
THIS BID WILL BE AWARDED ON AN ITEM BASIS.						
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 _____

Firm Name _____

Email Address _____

Signature _____

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

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 Alabama, 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.

Page_____ of _____

Page 499 of 800

Page_____ of _____

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.

Page 500 of 800

Page 500 of 800



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)



ADDENDUM

December 9, 2024

RE: City of Mobile Bid #5923 for BACKPACK BLOWERS, LOOP HANDLE TRIMMERS, ARTICULATING HEDGE TRIMMERS, AND POLE SAWS

Please consider the following to be Addendum to City of Mobile Bid #5923 for backpack blowers, loop handle trimmers, articulating hedge trimmers, and pole saws.

REMOVE FROM ALL ITEM DESCRIPTIONS

OR EQUAL

REPLACE WITH

NO SUBSTITUTIONS

No substitutions will be allowed in this bid.

Thank you for your consideration in this matter.


John Paine
Purchasing Agent
City of Mobile

JP/en



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 18, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Airworx LLC for one DJI Matrice M350 drone kit with multi-gas sniffer and spotlight for MFRD.

Amount of Contract:

\$48,455.00

Funding Source

Pipeline & Hazardous Materials Safety Admin 2024 Pipeline Emergency Response Grant

ATTACHMENTS:

1. 20250212 Airworx Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 18 Feb 2025 Date Item No. _____

Submitted by: Procurement Department John Paine, Purchasing Agent Department Head

Sponsored by: William S. Stimpson Name Mayor Title

Reviewed by: _____ Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Airworx LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Airworx LLC for one DJI Matrice M350 drone kit with multi-gas sniffer and spotlight for MFRD.
Pipeline & Hazardous Materials Safety Admin 2024 Pipeline Emergency Response Grant Award

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$48,455.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

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: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5917

How many bidders received bid packages (if applicable): 10+web

How many bidders submitted bids (if applicable): 3

If this is not the lowest bid, explain why not:

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, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>1480</u>	2025	(2590) GRANT MANAGEMENT	ONE DJI MATRICE M350 DRONE KIT WITH MULTI-GAS SNIFFER AND SPOTLIGHT FOR MFRD (SEALED BID 5917)	48,455.00	<u>(299483)</u> <u>AIRWORX LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001480-00 FY 2025 Acct No: 5500.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 9105fola Status: Approved
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Page 1

Vendor AIRWORX LLC 100 BUSINESS PKWY PIEDMONT, SC 29673 Tel#8648989444	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 KELSI.TIPPERY@CITYOFMOBILE.ORG Delivery Reference KELSI TIPPERY/CHARLES HINES Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/28/24	299483				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
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001	PER BID #5917 AND YOUR QUOTE. DJI MATRICE M350 RTK AIRCRAFT BUNDLE W/2 YEAR ENTERPRISE CARE; KIT INCLUDES: 1-M350 RTK AIRCRAFT W/ SINGLE GIMBAL BRACKET, 1-RC PLUS CONTROLLER, 2-TB65 FLIGHT BATTERY, 1-BS65 BATTERY STATION CASE, 1-WHEELED CASE FOR SYSTEM, 1-EXTRA PAIR OF PROPS; INCLUDES 2 YEAR WARRANTY (EXCLUDING BATTERIES) AND 3 REPLACEMENTS IN 2 YEARS FOR THE BASIC DEDUCTIBLE RATE	1.00 EACH	12149.00000	12149.00
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1	5500.30.15.0000.0000.1510.0000.0000.47010. E G-PHMSA24 .CAPEQUIPMT.			12149.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 KELSI TIPPERY/CHARLES HINES

Deliver To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001480-00 FY 2025 Acct No: 5500.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 9105fo1a Status: Approved	Page 2
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Vendor
 AIRWORX LLC
 100 BUSINESS PKWY

 PIEDMONT, SC 29673

 Tel#8648989444

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 KELSI.TIPPERY@CITYOFMOBILE.ORG

 Delivery Reference
 KELSI TIPPERY/CHARLES HINES

 Deliver To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/28/24	299483				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644			
002	DJI ZENMUSE H30T PAYLOAD WITH 2YR CARE BASIC	1.00 EACH	9890.00000	9890.00
1	5500.30.15.0000.0000.1510.0000.0000.47010. E G-PHMSA24 .CAPEQUIPMT.			9890.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference KELSI TIPPERY/CHARLES HINES Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644			
003	SNIFFER 4D MULTI-GAS SENSOR FOR M300 WITH PERPETUAL MAPPING SOFTWARE; SNIFFER 4D UNIT INCLUDING THE ADAPTER KIT FOR DJI M300 AND THE FOLLOWING VOCs; CXHY/CH4/LEL, CO,CO2, CI2, O2, NO2, H2S AND PERPETUAL MAPPING	1.00 EACH	18999.00000	18999.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001480-00 FY 2025 Acct No: 5500.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 9105fola Status: Approved	Page 3
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Vendor
 AIRWORX LLC
 100 BUSINESS PKWY

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

PIEDMONT, SC 29673

MOBILE, AL 36607
 KELSI.TIPPERY@CITYOFMOBILE.ORG

Tel#8648989444

Delivery Reference
 KELSI TIPPERY/CHARLES HINES

Deliver To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/28/24	299483				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	SOFTWARE AND STANDARD 1-YR WARRANTY			
1	5500.30.15.0000.0000.1510.0000.0000.47010. E G-PHMSA24 .CAPEQUIPMT.			18999.00

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 KELSI TIPPERY/CHARLES HINES

Deliver To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644

004	AIRWORX GL60 PLUS SPOTLIGHT BY CZI; THE GL60 PLUS GIMBAL SEARCHLIGHT ADOPTS 4 GROUPS OF OPTICAL IMAGING COMPONENTS, EACH GROUP CONSISTS OF 4 LENSES COMBINED, EMITTING A SHARP LIGHT COLUMN WITH ONLY ANGLE OF 15 DEGREES, CONSISTENT COLOR AND EVEN BRIGHTNESS, AND STABLE OUTPUT OF 24LUX OPTIMAL ILLUMINATION, EFFECTIVE IRRADIATION DISTANCE UP	1.00 EACH	2249.00000	2249.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001480-00 FY 2025 Acct No: 5500.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 9105fo1a Status: Approved	Page 4
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Vendor
 AIRWORX LLC
 100 BUSINESS PKWY

 PIEDMONT, SC 29673

 Tel#8648989444

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 KELSI.TIPPERY@CITYOFMOBILE.ORG

 Delivery Reference
 KELSI TIPPERY/CHARLES HINES

 Deliver To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/28/24	299483				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
1	TO 150 METERS, ELEVATING THE AERIAL ILLUMINATION EFFECT OF UAV NIGHT OPERATION TO A NEW STANDARD, COMPATIBLE WITH DJI M200V2, M300RTK AND OTHER SERIES OF UAVS THROUGH DJISKYPORT V2.0 INTERFACE, WHICH CAN MEET THE NEEDS OF NIGHT INSPECTION, WARNING AND DISPERSE AND ORIENTATION INDICATION, POWER GRID PATROL, SEARCH AND RESCUE AND OTHER NIGHT OPERATIONS 5500.30.15.0000.0000.1510.0000.0000.47010. E G-PHMSA24 .CAPEQUIPMT.			2249.00
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference KELSI TIPPERY/CHARLES HINES Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644				
005	DJI TB65 FLIGHT BATTERY (M300/M350)	6.00 EACH	700.00000	4200.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001480-00 FY 2025 Acct No: 5500.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 9105fola Status: Approved	Page 5
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Vendor AIRWORX LLC 100 BUSINESS PKWY PIEDMONT, SC 29673 Tel#8648989444	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 KELSI.TIPPERY@CITYOFMOBILE.ORG Delivery Reference KELSI TIPPERY/CHARLES HINES Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/28/24	299483				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
1	5500.30.15.0000.0000.1510.0000.0000.47010. E G-PHMSA24 .CAPEQUIPMT.			4200.00
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference KELSI TIPPERY/CHARLES HINES Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644				
006	DJI WB37 CONTROLLER/MONITOR BATTERY; USED FOR CRYSTALSKY AND CENDENCE CONTROLLER	2.00 EACH	59.00000	118.00
1	5500.30.15.0000.0000.1510.0000.0000.47010. E G-PHMSA24 .CAPEQUIPMT.			118.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001480-00 FY 2025 Acct No: 5500.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 9105fola Status: Approved	Page 6
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Vendor
 AIRWORX LLC
 100 BUSINESS PKWY

PIEDMONT, SC 29673

Tel#8648989444

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607
 KELSI.TIPPERY@CITYOFMOBILE.ORG

Delivery Reference
 KELSI TIPPERY/CHARLES HINES

Deliver To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/28/24	299483				GRANT MANAGEMENT

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 KELSI TIPPERY/CHARLES HINES

Deliver To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644

007 DJI M300 DUAL GIMBAL BRACKET	1.00 EACH	250.00000	250.00
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1 5500.30.15.0000.0000.1510.0000.0000.47010. E G-PHMSA24 .CAPEQUIPMT.			250.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 KELSI TIPPERY/CHARLES HINES

Deliver To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001480-00 FY 2025 Acct No: 5500.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 9105fola Status: Approved	Page 7
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Vendor
 AIRWORX LLC
 100 BUSINESS PKWY

 PIEDMONT, SC 29673

 Tel#8648989444

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 KELSI.TIPPERY@CITYOFMOBILE.ORG

 Delivery Reference
 KELSI TIPPERY/CHARLES HINES

 Deliver To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/28/24	299483				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
008	INTERNATIONAL SHIPPING FOR SNIFFER SYSTEM	1.00 EACH	400.00000	400.00
1	5500.30.15.0000.0000.1510.0000.0000.47010. E G-PHMSA24 .CAPEQUIPMT.			400.00
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference KELSI TIPPERY/CHARLES HINES Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644				
009	M350 PROP SET (2 PAIR)	4.00 EACH	50.00000	200.00
1	5500.30.15.0000.0000.1510.0000.0000.47010. E G-PHMSA24 .CAPEQUIPMT.			200.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001480-00 FY 2025 Acct No: 5500.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 9105fo1a Status: Approved	Page 8
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Vendor
 AIRWORX LLC
 100 BUSINESS PKWY

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

PIEDMONT, SC 29673

MOBILE, AL 36607
 KELSI.TIPPERY@CITYOFMOBILE.ORG

Tel#8648989444

Delivery Reference
 KELSI TIPPERY/CHARLES HINES

Deliver To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/28/24	299483				GRANT MANAGEMENT

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
Delivery Reference
 KELSI TIPPERY/CHARLES HINES

Deliver To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644

Requisition Link

Requisition Total	48455.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E G-PHMSA24 .CAPEQUIPMT.	48455.00	1086.00

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

Account	Amount	Remaining Budget
5500.30.15.0000.0000.1510.0000.0000.47010.	48455.00	6086634.74
MISC FIRE GRANTS EXP	EQUIPMENT (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
Approved	10/29/24	BARRY GLISSON	
Approved	10/29/24	JOHNNY MORRIS	Auto approved by: 910512538

BID TABULATION FOR BID #5917
DRONE AND MULTI-GAS SENSOR

AIRWORK LLC	\$48,455.00
UNMANNED VEHICLE TECHNOLOGIES	\$57,958.35
FLYMOTION, LLC	\$48,962.00

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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**

Postal Service Does Not Deliver to This Street Address

This is Not an Order

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

Typed by: _____ en Buyer: 003

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:
01/16/2025	5917	FIRE/GRANTS	205 Government St, Room 454S

This bid must be received and stamped by the Purchasing office not later than:

11:00 AM, Friday, February 7, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	DRONE AND MULTI-GAS SENSOR The City of Mobile is requesting bids for a DRONE and multi-gas sensor for the Mobile Fire Department with perpetual mapping software per the attached specifications. If substituting, product must fulfill all features and requirements of the items specified. System should be Mission-Ready, with fully setup system <u>before</u> shipping, including: firmware/software updates on all components; system pairing/matching; bench/flight test; completely charged batteries for mission-ready flight out of the box. A functional demonstration may be required on Friday, February 12, 2025, at 10:00 am in Mobile, Alabama. BID ON EACH ITEM. Failure to bid on each item will cause your bid to be rejected. Pricing is to be held firm through September 30, 2025. Prices may be extended for up to 5 additional six month periods with the approval of the successful vendor and the City of Mobile. Quantities to be purchased are approximate. Additional items may be purchased. The minimum quantities listed should be purchased upon bid award. All prices must be the delivered price FOB Mobile, Alabama. Questions should be sent to purchasing@cityofmobile.org NO LATER THAN January 30, 2024.					
			TOTAL			

Page 1 of 4

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

State delivery time within _____ days of receipt of P.O.

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

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 Alabama, 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

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
MIN 1	Page 2 of 4 ITEM #1: DJI MATRICE M350 RTK AIRCRAFT BUNDLE WITH 2 YEAR ENTERPRISE CARE; KIT INCLUDES: 1 - M350 RTK AIRCRAFT WITH SINGLE GIMBAL BRACKET 1 – RC PLUS CONTROLLER 2 – TB65 FLIGHT BATTERY 1 – BS65 BATTERY STATION CASE 1 – WHEELED CASE FOR SYSTEM 1 – EXTRA PAIR OF PROPS - INCLUDES 2 YEAR WARRANTY (EXCLUDING BATTERIES) 3 REPLACEMENTS IN 2 YEARS FOR THE BASIC DEDUCTIBLE RATE Providing_____Price_____					
MIN 1	ITEM #2: DJI ZENMUSE H30T PAYLOAD WITH 2 YEAR CARE BASIC Providing_____Price_____					
MIN 1	ITEM #3: SNIFFER 4D MULTI-GAS SENSOR FOR M300 WITH PERPETUAL MAPPING SOFTWARE; SNIFFER 4D UNIT INCLUDING THE ADAPTER KIT FOR DJI M300 AND THE FOLLOWING VOCs: CXHY/CH4/LEL, CO, CO2, CI2, O2, NO2, H2S AND PERPETUAL MAPPING SOFTWARE AND STANDARD 1 YEAR WARRANTY. Providing_____Price_____					
MIN 1	ITEM #4: GL60 PLUS GIMBAL SPOTLIGHT BY CZI; THE GL60 PLUS GIMBAL SEARCHLIGHT ADOPTS 4 GROUPS OF OPTICAL IMAGING COMPONENTS, EACH GROUP CONSISTS OF 4 LENSES COMBINED, EMITTING A SHARP LIGHT COLUMN WITH ONLY ANGLE OF 15 DEGREES, CONSISTENT COLOR AND EVEN BRIGHTNESS, AND STABLE OUTPUT OF 24LUX OPTIMAL ILLUMINATION, EFFECTIVE IRRADIATION DISTANCE UP TO 150 METERS, ELEVATING THE AERIAL ILLUMINATION EFFECT OF UAV NIGHT OPERATION TO A NEW STANDARD, COMPATIBLE WITH DJI M200V2, M300RTK AND OTHER SERIES OF UAVS THROUGH DJI SKYPORT V2.0 INTERFACE, WHICH CAN MEET THE NEEDS OF NIGHT INSPECTION, WARNING AND DISPERSE AND ORIENTATION INDICATION, POWER GRID PATROL, SEARCH AND RESCUE AND OTHER NIGHT OPERATIONS. Providing_____Price_____					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
MIN 6	Page 3 of 4 ITEM #5: DJI TB65 FLIGHT BATTERY (M300/M350). Providing _____ Price _____					
MIN 2	ITEM #6: DJI WB37 CONTROLLER/MONITOR BATTERY; USED FOR CRYSTALSKY AND CENDENCE CONTROLLER. Providing _____ Price _____					
MIN 1	ITEM #7: DJI M300 DUAL GIMBAL BRACKET. Providing _____ Price _____					
MIN 1	ITEM #8: INTERNATIONAL SHIPPING FOR SNIFFER SYSTEM. Providing _____ Price _____					
MIN 4	ITEM #9: M350 HIGH ALTITUDE/ LOW NOISE PROP SET (2/PAIR). Providing _____ Price _____					
BID TOTAL EXTENDED PRICE \$ _____						
All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.						
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

Page 520 of 800

Page _____ of _____

Page 521 of 800

Additional Terms Relating to Purchases with Federal Grant Awards

1. **FEDERAL GRANT FUNDING.** This procurement may be funded in whole or part with federal grant funds.
2. **LOCAL VENDOR PREFERENCE.** No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.
3. **NON-DEBARMENT CERTIFICATION.** Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.
4. **REMEDY FOR NON-PERFORMANCE/TERMINATION OF CONTRACT**

(a) **Immediate Termination** - This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) **Termination for Cause**- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the bid awardee fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including

bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

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

(b) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

7. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over \$100k)

Bid awardee will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Bid awardee will immediately notify the City of the receipt of

any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award. All protests shall include the following information:

(i) The name, address, and telephone number of the protestor;

(ii) The signature of the protestor or an authorized representative of the protestor;

(iii) Identification of the bid being protested;

(iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;

(v) The form of relief requested

(b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting party in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

10. ANTI-LOBBYING CERTIFICATION (For bid awards over \$100,000).

(a). 2 CFR 200 – Appendix II, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards” is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Apply these clauses only if construction bid awards over \$2,000 funded by federal grants.

11. CONSTRUCTION AWARDS – DAVIS-BACON ACT AND COPELAND ANTKICKBACK ACT

(a) For construction bid awards (or “contracts”), the following Davis-Bacon Act provisions apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the

agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.



PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 18, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Arena Fire Protection Inc for installation of new fire alarm system at 2900 Dauphin Street for Building Services.

Amount of Contract:

\$16,565.00

Funding Source

Capital project to relocate BIC storage

ATTACHMENTS:

1. 20250211 Arena Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 18 Feb 2025 Date Item No. _____

Submitted by: Procurement Department John Paine, Purchasing Agent Department Head

Sponsored by: William S. Stimpson Name Mayor Title

Reviewed by: _____ Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Arena Fire Protection Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Arena Fire Protection Inc for installation of new fire alarm system at 2900 Dauphin Street for Building Services.
Capital project to relocate BIC storage

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$ 16,565.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

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: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

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, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>16624</u>	2025	(3037) BUILDING SERVICES	INSTALLATION OF NEW FIRE ALARM SYSTEM AT 2900 DAUPHIN ST FOR BUILDING SERVICES (PRICE BELOW BID REQUIREMENT)	\$16,565.00	<u>(294594) ARENA FIRE PROTECTION INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016624-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: 9105fo1a Status: Approved
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Page 1

Vendor
 ARENA FIRE PROTECTION INC
 21312 STATE LINE RD

MOSS POINT, MS 39562
 JACKSON
 Tel#228-588-3440
 Fax 228-588-3554

Ship To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644
 KATIE.CASSIL@CITYOFMOBILE.ORG

Delivery Reference
 KATIE CASSIL

Deliver To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/03/25	294594				BUILDING SERVICES

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

ARENA FIRE PROTECTION QUOTE #LK-24-0206 DATED 3/20/2024 FOR 2900 DAUPHIN ST NEW FIRE ALARM INSTALLATION (REQ 16624). TO BE PAID UNDER C0892 FOR MX-014-25. TOTAL AMOUNT TO BE PAID: \$16,565.00 APPROVED FOR R/PO PER C.HOLM

001 98 - LABOR TO REMOVE OLD EQUIPMENT & REPLACE WITH NEW EQUIPMENT = \$7,350.00	98.00	75.00000	7350.00
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1 2000.80.00.0000.0000.0000.0000.42140. E C0892 .NONCONTRCT.			7350.00
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Ship To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644
 Delivery Reference
 KATIE CASSIL

Deliver To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644

002 1 - ES50X FIRELITE PANEL = \$1,177.00	1.00	1177.00000	1177.00
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Bill To	Requisition 00016624-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fo1a
vendorinvoices@cityofmobile.org	Status: Approved
	Page 2
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Vendor
ARENA FIRE PROTECTION INC
21312 STATE LINE RD

MOSS POINT, MS 39562
JACKSON
Tel#228-588-3440
Fax 228-588-3554

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BUILDING SERVICES
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MOBILE, AL 36644

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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02/03/25	294594				BUILDING SERVICES
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LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.42140. E C0892 .NONCONTRCT.			1177.00
	Ship To BUILDING SERVICES 205 GOVERNMENT STREET 5TH FL S TOWER RM 542 & 543 MOBILE, AL 36644 Delivery Reference KATIE CASSIL			
	Deliver To BUILDING SERVICES 205 GOVERNMENT STREET 5TH FL S TOWER RM 542 & 543 MOBILE, AL 36644			
003 1	-- ANN80 ANNUNCIATOR = \$540.00	1.00 EACH	540.00000	540.00
1	2000.80.00.0000.0000.0000.0000.42140. E C0892 .NONCONTRCT.			540.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016624-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: 9105fola Status: Approved	Page 3
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/03/25	294594				BUILDING SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
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Ship To
 BUILDING SERVICES
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 5TH FL S TOWER RM 542 & 543
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Deliver To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644

004 1 -- 263 CELL COMM = \$322.00	1.00 EACH	322.00000	322.00
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1 2000.80.00.0000.0000.0000.0000.42140. E C0892 .NONCONTRCT.			322.00
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Ship To
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 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644
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Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016624-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: 9105fo1a Status: Approved	Page 4
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/03/25	294594				BUILDING SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	BUILDING SERVICES 205 GOVERNMENT STREET 5TH FL S TOWER RM 542 & 543 MOBILE, AL 36644			

005 2 -- 12v12AMP BATTERIES = \$70.00	2.00 EACH	35.00000	70.00
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1 2000.80.00.0000.0000.0000.0000.42140. E C0892 .NONCONTRCT.			70.00
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Ship To
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Deliver To
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 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644

006 1 -- SLC DATA SURGE = \$108.00	1.00 EACH	108.00000	108.00
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1 2000.80.00.0000.0000.0000.0000.42140.			
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016624-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: 9105fola Status: Approved	Page 5
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/03/25	294594				BUILDING SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
E C0892	.NONCONTRCT.			108.00

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Deliver To
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 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644

007 2 -- SS-HEAT-HI HT HIGH TEMP =	2.00	85.00000	170.00
\$170.00	EACH		

1 2000.80.00.0000.0000.0000.0000.42140.			
E C0892 .NONCONTRCT.			170.00

Ship To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644
 Delivery Reference
 KATIE CASSIL

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016624-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: 9105fo1a Status: Approved	Page 6
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Vendor
 ARENA FIRE PROTECTION INC
 21312 STATE LINE RD

 MOSS POINT, MS 39562
 JACKSON
 Tel#228-588-3440
 Fax 228-588-3554

Ship To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644
 KATIE.CASSIL@CITYOFMOBILE.ORG

Delivery Reference
 KATIE CASSIL

Deliver To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/03/25	1294594				BUILDING SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To BUILDING SERVICES 205 GOVERNMENT STREET 5TH FL S TOWER RM 542 & 543 MOBILE, AL 36644			

008 3 -- SS-HEAT LOW TEMP = \$264.00	3.00 EACH	88.00000	264.00
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1 2000.80.00.0000.0000.0000.0000.42140. E C0892 .NONCONTRCT.			264.00
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Ship To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644
 Delivery Reference
 KATIE CASSIL

Deliver To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644

009 10 -- SS-PHOTO SMOKE DETECTORS = \$970.00	10.00 EACH	97.00000	970.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016624-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: 9105fo1a Status: Approved	Page 7
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Vendor
 ARENA FIRE PROTECTION INC
 21312 STATE LINE RD

 MOSS POINT, MS 39562
 JACKSON
 Tel#228-588-3440
 Fax 228-588-3554

Ship To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644
 KATIE.CASSIL@CITYOFMOBILE.ORG

Delivery Reference
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Deliver To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/03/25	294594				BUILDING SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.42140. E C0892 .NONCONTRCT.			970.00

Ship To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644
 Delivery Reference
 KATIE CASSIL

Deliver To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644

010 3 -- BG12LX PULL STATIONS = \$441.00	3.00 EACH	147.00000	441.00
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1 2000.80.00.0000.0000.0000.0000.42140. E C0892 .NONCONTRCT.			441.00
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Ship To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644
 Delivery Reference
 KATIE CASSIL

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016624-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: 9105fola Status: Approved	Page 8
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Vendor
 ARENA FIRE PROTECTION INC
 21312 STATE LINE RD

MOSS POINT, MS 39562
 JACKSON
 Tel#228-588-3440
 Fax 228-588-3554

Ship To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644
 KATIE.CASSIL@CITYOFMOBILE.ORG

Delivery Reference
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Deliver To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/03/25	294594				BUILDING SERVICES

LN Description / Account	Qty	Unit Price	Net Price
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Deliver To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644

011 3 -- SBIO BACK BOXES = \$108.00	3.00 EACH	36.00000	108.00
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1 2000.80.00.0000.0000.0000.0000.42140. E C0892 .NONCONTRCT.			108.00
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Ship To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644
 Delivery Reference
 KATIE CASSIL

Deliver To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644

012 6 -- SCRLED CEILING MOUNT STROBES = \$504.00	6.00 EACH	84.00000	504.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016624-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: 9105fo1a Status: Approved	Page 9
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Vendor
 ARENA FIRE PROTECTION INC
 21312 STATE LINE RD

MOSS POINT, MS 39562
 JACKSON
 Tel#228-588-3440
 Fax 228-588-3554

Ship To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644
 KATIE.CASSIL@CITYOFMOBILE.ORG

Delivery Reference
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Deliver To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/03/25	294594				BUILDING SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.42140. E C0892 .NONCONTRCT.			504.00
Ship To BUILDING SERVICES 205 GOVERNMENT STREET 5TH FL S TOWER RM 542 & 543 MOBILE, AL 36644 Delivery Reference KATIE CASSIL Deliver To BUILDING SERVICES 205 GOVERNMENT STREET 5TH FL S TOWER RM 542 & 543 MOBILE, AL 36644				
013 6	-- PC2RLED CEILING MOUNT HORN STROBES = \$696.00	6.00 EACH	116.00000	696.00
1	2000.80.00.0000.0000.0000.0000.42140. E C0892 .NONCONTRCT.			696.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016624-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: 9105fola Status: Approved	Page 10
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Vendor
 ARENA FIRE PROTECTION INC
 21312 STATE LINE RD

 MOSS POINT, MS 39562
 JACKSON
 Tel#228-588-3440
 Fax 228-588-3554

Ship To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644
 KATIE.CASSIL@CITYOFMOBILE.ORG

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Deliver To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/03/25	294594				BUILDING SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
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Ship To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644
 Delivery Reference
 KATIE CASSIL

Deliver To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644

014 2 --	D365PL DUCT DETECTORS = \$624.00	2.00 EACH	312.00000	624.00
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1	2000.80.00.0000.0000.0000.0000.42140. E C0892 .NONCONTRCT.			624.00
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Ship To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644
 Delivery Reference
 KATIE CASSIL

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016624-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: 9105fo1a Status: Approved
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Page 11

Vendor
 ARENA FIRE PROTECTION INC
 21312 STATE LINE RD

MOSS POINT, MS 39562
 JACKSON
 Tel#228-588-3440
 Fax 228-588-3554

Ship To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644
 KATIE.CASSIL@CITYOFMOBILE.ORG

Delivery Reference
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Deliver To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/03/25	1294594				BUILDING SERVICES

LN Description / Account	Qty	Unit Price	Net Price
BUILDING SERVICES 205 GOVERNMENT STREET 5TH FL S TOWER RM 542 & 543 MOBILE, AL 36644			

015 2 -- DST5 SAMPLING TUBES = \$65.00	2.00 EACH	32.50000	65.00
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1 2000.80.00.0000.0000.0000.0000.42140. E C0892 .NONCONTRCT.		65.00
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Ship To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644
 Delivery Reference
 KATIE CASSIL

Deliver To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644

016 2 -- CRF300 RELAYS = \$252.00	2.00 EACH	126.00000	252.00
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1 2000.80.00.0000.0000.0000.0000.42140.

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016624-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: 9105fola Status: Approved	Page 12
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Vendor
 ARENA FIRE PROTECTION INC
 21312 STATE LINE RD

MOSS POINT, MS 39562
 JACKSON
 Tel#228-588-3440
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Ship To
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 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/03/25	294594				BUILDING SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
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Ship To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
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Deliver To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644

017 2 -- RTS151 KEY TEST SWITCHES =	2.00	112.00000	224.00
\$224.00	EACH		

1 2000.80.00.0000.0000.0000.0000.42140.			
E C0892 .NONCONTRCT.			224.00

Ship To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016624-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: 9105fola Status: Approved	Page 13
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Vendor ARENA FIRE PROTECTION INC 21312 STATE LINE RD MOSS POINT, MS 39562 JACKSON Tel#228-588-3440 Fax 228-588-3554	Ship To BUILDING SERVICES 205 GOVERNMENT STREET 5TH FL S TOWER RM 542 & 543 MOBILE, AL 36644 KATIE.CASSIL@CITYOFMOBILE.ORG Delivery Reference KATIE CASSIL Deliver To BUILDING SERVICES 205 GOVERNMENT STREET 5TH FL S TOWER RM 542 & 543 MOBILE, AL 36644
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/03/25	294594				BUILDING SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
018 1	-- DOC BOX FOR FIRE PAYWORK = \$133.00	1.00 EACH	133.00000	133.00
1	2000.80.00.0000.0000.0000.0000.42140. E C0893 .NONCONTRCT.			133.00
Ship To BUILDING SERVICES 205 GOVERNMENT STREET 5TH FL S TOWER RM 542 & 543 MOBILE, AL 36644 Delivery Reference KATIE CASSIL Deliver To BUILDING SERVICES 205 GOVERNMENT STREET 5TH FL S TOWER RM 542 & 543 MOBILE, AL 36644				
019 1	-- 120VOLT SURGE FOR FIRE PANEL = \$77.00	1.00 EACH	77.00000	77.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016624-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: 9105fola Status: Approved	Page 14
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Vendor
 ARENA FIRE PROTECTION INC
 21312 STATE LINE RD

 MOSS POINT, MS 39562
 JACKSON
 Tel#228-588-3440
 Fax 228-588-3554

Ship To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644
 KATIE.CASSIL@CITYOFMOBILE.ORG

Delivery Reference
 KATIE CASSIL

Deliver To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/03/25	294594				BUILDING SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.42140. E C0892 .NONCONTRCT.			77.00

Ship To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644
 Delivery Reference
 KATIE CASSIL

Deliver To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644

020 1 -- 1000 FT OF 18-2 FIRE CABLE =	1.00	175.00000	175.00
\$175.00	EACH		

1	2000.80.00.0000.0000.0000.0000.42140. E C0892 .NONCONTRCT.			175.00
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Ship To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644
 Delivery Reference
 KATIE CASSIL

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016624-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: 9105fola Status: Approved	Page 15
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 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/03/25	294594				BUILDING SERVICES

LN Description / Account	Qty	Unit Price	Net Price
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Deliver To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644

021 1 -- 1000 FT OF 14-2 FIRE CABLE = \$365.00	1.00 EACH	365.00000	365.00
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1 2000.80.00.0000.0000.0000.0000.42140. E C0892 .NONCONTRCT.			365.00
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Ship To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
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Deliver To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644

022 1 -- 300 FT OF 18-4 FIRE CABLE = \$250.00	1.00 EACH	250.00000	250.00
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Bill To	Requisition 00016624-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer: 9105fo1a
vendorinvoices@cityofmobile.org	Status: Approved
	Page 16
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Vendor
ARENA FIRE PROTECTION INC
21312 STATE LINE RD

MOSS POINT, MS 39562
JACKSON
Tel#228-588-3440
Fax 228-588-3554

Ship To
BUILDING SERVICES
205 GOVERNMENT STREET
5TH FL S TOWER RM 542 & 543
MOBILE, AL 36644
KATIE.CASSIL@CITYOFMOBILE.ORG

Delivery Reference
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5TH FL S TOWER RM 542 & 543
MOBILE, AL 36644

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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02/03/25	294594				BUILDING SERVICES
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LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.42140. E C0892 .NONCONTRCT.			250.00
	Ship To BUILDING SERVICES 205 GOVERNMENT STREET 5TH FL S TOWER RM 542 & 543 MOBILE, AL 36644 Delivery Reference KATIE CASSIL			
	Deliver To BUILDING SERVICES 205 GOVERNMENT STREET 5TH FL S TOWER RM 542 & 543 MOBILE, AL 36644			
023 1	-- MISC MATERIAL BOXES AND CONDUIT = \$480.00	1.00 EACH	480.00000	480.00
1	2000.80.00.0000.0000.0000.0000.42140. E C0892 .NONCONTRCT.			480.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016624-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: 9105fola Status: Approved	Page 17
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Vendor ARENA FIRE PROTECTION INC 21312 STATE LINE RD MOSS POINT, MS 39562 JACKSON Tel#228-588-3440 Fax 228-588-3554	Ship To BUILDING SERVICES 205 GOVERNMENT STREET 5TH FL S TOWER RM 542 & 543 MOBILE, AL 36644 KATIE.CASSIL@CITYOFMOBILE.ORG Delivery Reference KATIE CASSIL Deliver To BUILDING SERVICES 205 GOVERNMENT STREET 5TH FL S TOWER RM 542 & 543 MOBILE, AL 36644
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/03/25	294594				BUILDING SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To BUILDING SERVICES 205 GOVERNMENT STREET 5TH FL S TOWER RM 542 & 543 MOBILE, AL 36644 Delivery Reference KATIE CASSIL Deliver To BUILDING SERVICES 205 GOVERNMENT STREET 5TH FL S TOWER RM 542 & 543 MOBILE, AL 36644			
024 1	-- ENGINEER DESIGN AND STAMP DRAWINGS = \$1,200.00	1.00 EACH	1200.00000	1200.00
1	2000.80.00.0000.0000.0000.0000.42140. E C0892 .NONCONTRCT.			1200.00
	Ship To BUILDING SERVICES 205 GOVERNMENT STREET 5TH FL S TOWER RM 542 & 543 MOBILE, AL 36644 Delivery Reference KATIE CASSIL Deliver To			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016624-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: 9105fo1a Status: Approved	Page 18
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Vendor ARENA FIRE PROTECTION INC 21312 STATE LINE RD MOSS POINT, MS 39562 JACKSON Tel#228-588-3440 Fax 228-588-3554	Ship To BUILDING SERVICES 205 GOVERNMENT STREET 5TH FL S TOWER RM 542 & 543 MOBILE, AL 36644 KATIE.CASSIL@CITYOFMOBILE.ORG Delivery Reference KATIE CASSIL
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Deliver To
 BUILDING SERVICES
 205 GOVERNMENT STREET
 5TH FL S TOWER RM 542 & 543
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/03/25	294594				BUILDING SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	BUILDING SERVICES 205 GOVERNMENT STREET 5TH FL S TOWER RM 542 & 543 MOBILE, AL 36644			

Requisition Link

Requisition Total 16565.00

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

Account	Amount	Remaining Budget
E C0892 .NONCONTRCT.	16432.00	409006.69
E C0893 .NONCONTRCT.	133.00	159867.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.42140.	16565.00	2426450.77
CAPITAL IMPROVEMENTS FUND EXP MISCELLANEOUS SERVICES		

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

Activity	Date	Clerk	Comment
Approved	02/04/25	JACOB LAURENCE	Auto approved by: 910518486
Approved	02/04/25	CARLEEN STOUT	approved!
Approved	02/04/25	CASSIE BOATWRIGHT	Auto approved by: 910518486
Approved	02/05/25	BRENDA RHODES	
Approved	02/05/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	02/05/25	RELYA MALLORY	Auto approved by: 910511034
Approved	02/10/25	DONALD ROSE	Auto approved by: 9105paij
Approved	02/10/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	02/10/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	02/10/25	SAMANTHA COOLEY	Auto approved by: 9105paij



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 18, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Cellebrite Inc for annual renewal of electronic device forensic software for Gulf Coast Technology Center.

Amount of Contract:

\$359,092.07

Funding Source

General fund.

ATTACHMENTS:

1. 20250206 Cell Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 18 Feb 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Cellebrite Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Cellebrite Inc for annual renewal of electronic device
forensic software for Gulf Coast Technology Center.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$359,092.07

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

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: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

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, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>13843</u>	2025	(1502) GULF COAST TECHNOLOGY CENTER	ANNUAL RENEWAL OF ELECTRONIC DEVICE FORENSIC SOFTWARE FOR GULF COAST TECHNOLOGY CENTER (BID EXEMPT AS SOFTWARE)	\$359,092.07	(<u>293683</u>) <u>CELLEBRITE INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013843-00 FY 2025 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42115. Review: Buyer: 9105fo1a Status: Approved	Page 2
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Vendor CELLEBRITE INC 7 CAMPUS DRIVE SUITE 210 PARSIPPANY, NJ 07660 Tel#201-848-8552	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 REBECCA.TURK@CITYOFMOBILE.ORG
---	---

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/29/25	293683				GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
002	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes ----- B-BLB-01-019 DIGITAL COLLECTOR SUBSCRIPTION START DATE 3/31/2025 END DATE 3/30/2026 SERIAL NUMBER: BBAA000000000010556 B-BLB-01-013 DIGITAL COLLECTOR SUBSCRIPTION START DATE 3/31/2025 END DATE 3/30/2026 SERIAL NUMBER: BBAA000000000010556 Vendor Item Inventory Item/Loc 1723	1.00 EACH	1000.00000	1000.00
1	1000.30.15.1502.1502.1502.0000.0000.42115.			1000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013843-00 FY 2025 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 3
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Vendor CELLEBRITE INC 7 CAMPUS DRIVE SUITE 210 PARSIPPANY, NJ 07660 Tel#201-848-8552	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 REBECCA.TURK@CITYOFMOBILE.ORG
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Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/29/25	293683				GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
003	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes ----- B-CNR-05-003 RENEWAL START DATE 09/05/2025 END DATE 03/30/2026 SERIAL NUMBER: 806909879 S-UFD-20-003 INSEYETS PRO UFED SUBSCRIPTION START DATE 09/05/2025 END DATE 03/30/2026 SERIAL NUMBER 806909879 S-UFD-20-006 INSEYETS PRO PA SUBSCRIPTION START DATE 09/05/2025	1.00 EACH	6340.69000	6340.69

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013843-00 FY 2025 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42115. Review: Buyer: 9105fo1a Status: Approved	Page 4
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Vendor CELLEBRITE INC 7 CAMPUS DRIVE SUITE 210 PARSIPPANY, NJ 07660 Tel#201-848-8552	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 REBECCA.TURK@CITYOFMOBILE.ORG
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Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/29/25	293683				GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
	END DATE 03/30/2025 SERIAL NUMBER 806909879 F-UFD-06-005 RENEWAL S-UFD-04-059 SMART TRANSLATOR (3 LANGUAGES TRANSLATION PROMOTION) START DATE 09/05/2025 END DATE: 3/30/2026 Vendor Item Inventory Item/Loc 1723			
1	1000.30.15.1502.1502.1502.0000.0000.42115.			6340.69
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
004	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes ----- B-CNR-05-003	2.00 EACH	6340.69000	12681.38

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013843-00 FY 2025 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 6
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Vendor CELLEBRITE INC 7 CAMPUS DRIVE SUITE 210 PARSIPPANY, NJ 07660 Tel#201-848-8552	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 REBECCA.TURK@CITYOFMOBILE.ORG
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Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/29/25	293683				GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
005	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes ----- B-CNR-05-003 RENEWAL START DATE 03/31/2025 END DATE 03/30/2026 SERIAL NUMBERS: 4780485, 39148386, 129524067,365068262, 592201067, 877440237, 982871374, 994859543, 1281805995, 1550461760, 1718102971, 2045871822 S-UFD-20-003 INSEYETS PRO UFED SUBSCRIPTION START DATE 03/31/2025 END DATE 03/30/2026 SERIAL NUMBERS: 4780485, 39148386, 129524067,365068262, 592201067, 877440237, 982871374, 994859543, 1281805995, 1550461760, 1718102971, 2045871822 S-UFD-20-006 INSEYETS PRO PA SUBSCRIPTION START DATE 03/31/2025 END DATE 03/30/2026 SERIAL NUMBERS: 4780485, 39148386, 129524067,365068262, 592201067, 877440237, 982871374, 994859543, 1281805995, 1550461760, 1718102971, 2045871822	12.00 EACH	10150.00000	121800.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013843-00 FY 2025 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 7
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Vendor CELLEBRITE INC 7 CAMPUS DRIVE SUITE 210 PARSIPPANY, NJ 07660 Tel#201-848-8552	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 REBECCA.TURK@CITYOFMOBILE.ORG
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Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/29/25	293683				GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
	F-UFD-06-005 KIT Vendor Item Inventory Item/Loc 1723			
1	1000.30.15.1502.1502.1502.0000.0000.42115.			121800.00
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
006	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes ----- S-AIS-20-002 INSEYETS ONLINE UNLIMITED UNLOCKS START DATE 03/31/2025 END DATE 03/30/2026 Vendor Item Inventory Item/Loc 1723	1.00 EACH	120120.00000	120120.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013843-00 FY 2025 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 8
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Vendor CELLEBRITE INC 7 CAMPUS DRIVE SUITE 210 PARSIPPANY, NJ 07660 Tel#201-848-8552	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 REBECCA.TURK@CITYOFMOBILE.ORG
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Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/29/25	293683				GULF COAST TECHNOLOGY CENTE

LN Description / Account	Qty	Unit Price	Net Price
1 1000.30.15.1502.1502.1502.0000.0000.42115.			120120.00

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

007 LICENSE FOR SOFTWARE AS SPECIFIED:	1.00 EACH	95150.00000	95150.00
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Additional Description Notes

B-ANY-05-001
 PATHFINDER MULTI SERVER SUBSCRIPTION PACKAGE
 START DATE 03/30/2025
 END DATE 03/30/2026
 SERIAL NUMBER: 470069839611392431

S-UFD-17-044
 PATHFINDER SUBSCRIPTION
 START DATE 03/31/2025
 END DATE 03/30/2026
 Vendor Item
 Inventory Item/Loc 1723

1 1000.30.15.1502.1502.1502.0000.0000.42115.	95150.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013843-00 FY 2025 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 9
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Vendor CELLEBRITE INC 7 CAMPUS DRIVE SUITE 210 PARSIPPANY, NJ 07660 Tel#201-848-8552	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 REBECCA.TURK@CITYOFMOBILE.ORG
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Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/29/25	293683				GULF COAST TECHNOLOGY CENTE

LN Description / Account	Qty	Unit Price	Net Price
Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			

Requisition Link

Requisition Total 359092.07

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

Account	Amount	Remaining Budget
1000.30.15.1502.1502.1502.0000.0000.42115.	359092.07	1298751.16
GULF COAST TECHNOLOGY CENTER SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
Approved	01/29/25	ROBERT LASKY	
Approved	01/29/25	CURTIS GRAVES	Auto approved by: 910519642
Approved	01/29/25	JASON SMITH	Reviewed and Approved
Approved	01/29/25	CURTIS GRAVES	Auto approved by: 910520680
Approved	02/06/25	DONALD ROSE	Auto approved by: 9105fola
Approved	02/06/25	SANDRA LEWIS	Auto approved by: 9105fola
Approved	02/06/25	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	02/06/25	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	02/06/25	LONELL HARRIS	Auto approved by: 9105fola

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013843-00 FY 2025 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42115. Review: Buyer: 9105fola Status: Approved
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Vendor
 CELLEBRITE INC
 7 CAMPUS DRIVE
 SUITE 210

 PARSIPPANY, NJ 07660

 Tel#201-848-8552

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602
 REBECCA.TURK@CITYOFMOBILE.ORG

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/29/25	293683				GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
Approved	02/06/25 ANNE FOLEY			
Approved	02/06/25 JOHN PAINE			
Approved	02/06/25 ANNE FOLEY			

Auto approved by: 9105fola
 Auto approved by: 9105fola

Authorized By: _____ Date: _____
Signature



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 18 Feb 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Harvey Schein Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Harvey Schein Inc for 40 Masimo Rainbow adult reusable
pulse oximeter sensors for MFRD.
EMS Expense General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$19,800.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

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: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

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, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>13342</u>	2025	(1510) FIRE ADMINISTRATION	40 MASIMO RAINBOW ADULT REUSABLE PULSE OXIMETER SENSORS FOR MFRD (GENERAL FUND, EMS EXPENSE)	\$19,800.00	<u>(131653) HENRY SCHEIN INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013342-00 FY 2025 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 1
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Vendor HENRY SCHEIN INC P O BOX 3227 IRMO, SC 29063-4013 Tel#800-845-3550 Fax 800-533-4793	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/28/25	131653				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

001 AS PER YOUR QUOTE MASIMO RAINBOW DCI, ADULT REUSABLE SENSOR, SP02/SPCO/SPMET, 3 FT M-15 CONNECTOR, X SERIES - ZOLL - 8000-000371. Additional Description Notes	40.00 EACH	495.00000	19800.00
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VENDOR TO PROVIDE ITEM # 7001273
 Vendor Item
 Inventory Item/Loc 17659

1 6120.70.15.0000.0000.1510.0000.0000.44020.	19800.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 18, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Jerry Pate Turf & Irrigation, Inc, for 2 Toro 4500 Groundmaster fine cut rotary mowers for Azalea City Golf Course.

Amount of Contract:

\$188,381.28

Funding Source

Capital equipment Azalea City Golf Course

ATTACHMENTS:

1. 20250211 Pate Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 18 Feb 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Jerry Pate Turf & Irrigation Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Jerry Pate Turf & Irrigation, Inc, for 2 Toro 4500
Groundmaster fine cut rotary mowers for Azalea City Golf Course.
Capital equipment Azalea City Golf Course

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$188,381.28

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

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: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5926

How many bidders received bid packages (if applicable): 6+ web

How many bidders submitted bids (if applicable): 3

If this is not the lowest bid, explain why not:

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, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>2333</u>	2025	(F6130) AZALEA CITY GOLF COURSE	TWO TORO 4500 GROUNDMASTER FINE CUT ROTARY MOWERS FOR AZALEA CITY GOLF COURSE (SEALED BID 5926)	\$188,381.28	<u>(101098) JERRY PATE TURF & IRRIGATION INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002333-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Released	Page 1
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Vendor JERRY PATE TURF & IRRIGATION INC 301 SCHUBERT DRIVE PENSACOLA, FL 32504 Tel#800-700-7001 Fax 850-484-8596	Ship To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference BRIAN AARON Deliver To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/19/24	101098				AZALEA CITY GOLF COURSE

LN Description / Account	Qty	Unit Price	Net Price
001 GOLF COURSE MAINT TOOL/EQUIP: FINE CUT ROTARY ROUGH MOWER, TORO 4500 GROUNDMASTER AS PER CITY OF MOBILE BID #5926 AND YOUR QUOTE Vendor Item	2.00 EACH	94190.64000	188381.28
1 2000.80.00.0000.0000.0000.0000.47010. E E0013 .CAPEQUIPMT.			188381.28

Ship To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE
MOBILE, AL 36608
Delivery Reference
BRIAN AARON

Deliver To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE
MOBILE, AL 36608

Requisition Link

Requisition Total 188381.28

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

Account	Amount	Remaining Budget
E E0013 .CAPEQUIPMT.	188381.28	941.90

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

Account	Amount	Remaining Budget
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002333-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Released
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Page 2

Vendor
 JERRY PATE TURF & IRRIGATION INC
 301 SCHUBERT DRIVE

Ship To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE

PENSACOLA, FL 32504

MOBILE, AL 36608

Tel#800-700-7001
 Fax 850-484-8596

Delivery Reference
 BRIAN AARON

Deliver To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/19/24	101098				AZALEA CITY GOLF COURSE

Account 2000.80.00.0000.0000.0000.0000.47010. CAPITAL IMPROVEMENTS FUND EXP	Amount Remaining Budget 188381.28 EQUIPMENT (GREATER \$5000)
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***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	02/11/25	JOHN PAINE	GL Allocation changed
Approved	11/19/24	COLIN MCKERN	Auto approved by: 910511059
Approved	11/19/24	MICHAEL AARON	
Approved	11/19/24	KIM CARMODY	Auto approved by: 910511059
Approved	11/19/24	BRENDA RHODES	
Approved	11/19/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	11/19/24	RELYA MALLORY	Auto approved by: 910511034
Queued	02/11/25	COLIN MCKERN	Auto approved by: 910511034
Queued	02/11/25	MICHAEL AARON	Auto approved by: 910511034
Queued	02/11/25	KIM CARMODY	Auto approved by: 910511034
Pending		BRENDA RHODES	Auto approved by: 910511034
Pending		TIFFANY HOLLINS	Auto approved by: 910511034
Pending		RELYA MALLORY	Auto approved by: 910511034
Pending		DONALD ROSE	Auto approved by: 910511034
Pending		SANDRA LEWIS	Auto approved by: 910511034
Pending		STEVEN KRONINGER	Auto approved by: 910511034
Pending		SAMANTHA COOLEY	Auto approved by: 910511034
Pending		LONELL HARRIS	Auto approved by: 910511034
Pending		ANNE FOLEY	Auto approved by: 910511034
Pending		JOHN PAINE	Auto approved by: 910511034

Authorized By: _____ Date: _____
 Signature

BID TABULATION FOR BID #5926

MOWER, GOLF COURSE

VENDOR	PRICE	LOCAL VENDOR ADJUSTMENT
JERRY PATE TURF & IRRIGATION TORO GROUNDSMASTER 4500-D	\$94,190.64	\$98,899.50
BEARD EQUIPMENT JOHN DEERE 9009A	\$100,823.00	
ONE NATION DISTRIBUTION LLC JOHN DEERE 9009A	\$139,989.00	

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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**

Postal Service Does Not Deliver to This Street Address

This is Not an Order

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

Typed by: _____ Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
01/07/2025	5926	Golf Course	To Be Specified

This bid must be received and stamped by the Purchasing office not later than:

12:01 P.M. Friday, January 24, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 1 - 2	MOWER, GOLF COURSE Toro Groundsmaster 4500-D John Deere 9009A or equal current model fine-cut rotary mower as per the following and attached specifications: Make_____ Model_____ Provide literature and specifications of product bid. Upon award the City will purchase one (2) Toro Groundsmaster 4500-D, or John Deere 9009A or equal. City of Mobile Business License required prior to award. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor’s principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.					
			TOTAL			

Page 1 of 2

Page 1 of 2

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

State delivery time within _____ days of receipt of P.O.

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

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 Alabama, 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

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. If you have any questions please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org. Time for vendor to deliver mower after receipt of purchase order_____ All accessories listed on the attached sheet must be provided and installed by dealer prior to delivery to the City of Mobile. TO BE AWARDED ALL OR NONE					
			TOTAL			

Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.

**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.

**MIMIMUM SPECIFICATIONS FOR
FINE CUT ROTARY MOWER
NEW – CURRENT YEAR MODEL ONLY**

John Deere 9009A, Toro Groundsmaster 4500D or equal

Engine: 4-cylinder, liquid cooled, diesel engine, 55-horsepower (gross rated)

Drive System: full time 4-wheel drive via a hydrostatic transmission

Controls: hand operated lift/lower lever for cutting units, foot operated forward/reverse traction pedal, mow/transport selector switch, parking brake

Gauges: fuel gauge, hour meter, temperature gauge, low engine oil pressure light, high coolant temperature warning light & shutdown, indicator light for glow plugs

Electrical: 12-volt automotive type electrical system, safety interlock switches on the following: operator presence in seat, parking brake on, traction pedal, PTO engage/disengage

Steering: power steering, adjustable tilt wheel

Tires: 4-ply, ultra-trac, multi-trac or turf tread

Width of Cut: 109 inches total

Height of Cut: ranges from 0.75 inches up to 4 inches, in 0.25-inch increments

Cutting Units: five 27-inch wide anti-scalp, independent rotary decks, clippings discharge at the rear of each unit, 10-gauge steel constructed chambers, 1.25-inch diameter steel spindle shaft; cutting units shall be fitted with "Turf Pride Ultra Blades" including all necessary hardware

Rollers: front: 5-inch diameter roller
Rear: 3-inch diameter roller

Accessories: head light kit; deluxe high back seat with arm rests, air ride weight and lumbar adjustment; roll over protection system with rigid canopy top and Cool Top system

Warranty: 2-year limited warranty

Vendor shall provide parts, service/tech, and owner's manuals in both electronic and printed form

Optional: trade-in of 2 John Deere 9009 mowers, one is a 2016-year model with 2110 hours and the other is a 2018-year model with 2210 hours. The hours will increase as these mowers are still in use. Please include this as a separate item on bid. Bid will be awarded based on specifications and price of new mowers, regardless of value of trade-in mowers.



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)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 18, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sunbelt Fire Inc for 21 sets of bunker gear coats, pants, and leather boots for MFRD.

Amount of Contract:

\$93,660.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250212 Sunbelt Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 18 Feb 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Sunbelt Fire Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sunbelt Fire Inc for 21 sets of bunker gear coats, pants,
and leather boots for MFRD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$93,660.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

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: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: HGAC Cooperative Purchasing Agreement, not on state contract.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

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, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>18149</u>	2025	(1510) FIRE ADMINISTRATION	21 SETS OF FIRE BUNKER GEAR COATS PANTS AND LEATHER BOOTS FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$93,660.00	(<u>198904</u>) <u>SUNBELT FIRE INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00018149-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 1
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Vendor SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/06/25	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER QUOTE Q-32831 AND HGAC EE11-24 Gxcel Coat, PBI Max, Glide Ice PBI G2, Stedair Gold; GLDC364-J Quote No: Q-32831 Vendor Item	21.00 EACH	2215.00000	46515.00
-----	--	---------------	------------	----------

1	1000.30.15.1510.1522.1510.0000.0000.44020.			46515.00
---	--	--	--	----------

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

002	Pant System, PBI Max, Glide Ice PBI G2, Stedair Gold; GLFC364-J Quote No: Q-32831 Vendor Item	21.00 EACH	1660.00000	34860.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00018149-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 2
--	--	--------

Vendor SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/06/25	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1510.1522.1510.0000.0000.44020.			34860.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
003	Boot, Ff Leather 9W; GL1201420-9W Quote No: Q-32831 Vendor Item	21.00 EACH	585.00000	12285.00
1	1000.30.15.1510.1522.1510.0000.0000.44020.			12285.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00018149-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved
--	--

Page 3

Vendor
 SUNBELT FIRE INC
 8050 MCGOWIN DRIVE

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

FAIRHOPE, AL 36532

MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Tel#251-928-9917
 Fax 251-928-9933

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/06/25	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	2851 OLD SHELL ROAD MOBILE, AL 36607			

[Requisition Link](#)

Requisition Total 93660.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.44020.		
FIRE SUPPRESSION DIV EXP	93660.00	6086634.74
OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	02/12/25	DONALD ROSE	Auto approved by: 910520704
Approved	02/12/25	SANDRA LEWIS	Auto approved by: 910520704
Approved	02/12/25	STEVEN KRONINGER	Auto approved by: 910520704
Approved	02/12/25	SAMANTHA COOLEY	
Approved	02/12/25	LONELL HARRIS	Auto approved by: 910520704
Approved	02/12/25	ANNE FOLEY	Auto approved by: 910520704
Approved	02/12/25	JOHN PAINE	Auto approved by: 910520704

Authorized By: _____ Date: _____
 Signature

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Looking for something specific?

[Search](#)

Product Information

Product Description

Variety of turnout jackets, pants, boots, and hoods

Manufacturer

Globe Manufacturing Company LLC

Contract

EE11-24 Emergency Medical, Safety, and Rescue Equipment

Discount

25%

Keyword(s)

Emergency, medical, safety, rescue

Product Code

Contract Category

Emergency Equipment & Supplies

[View Catalog](#)

Vendors Offering This Product

MSA Safety Incorporated

Scott McGuire

scott.mcguire@msasafety.com

Phone: 724-742-8028

Fax: 724-741-1558

Sunbelt Fire, Inc.

Mike Sims

msims@sunbeltfire.com

Phone: 800.642.8484

Fax: 251-928-9933

Sunbelt Fire, Inc.

Kent Bradley

kbradley@sunbeltfire.com

Phone: 800-642-8484 x 106

Fax: 251-928-9933

Contact HGACBuy

Veronica Johnson

veronica.johnson@h-gac.com

Phone: 713-993-2446

Fax: 713-993-4548

[Return to Products & Services](#)[View This Contract](#)

Contact Information

H-GAC Mailing Address:

P.O. Box 22777
Houston, TX. 77227-2777

H-GAC Physical Address

3555 Timmons Lane, Suite 120
Houston, TX 77027

Phone: 1-800-926-0234

Fax: 713-993-4548

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Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 16, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

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

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **January 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'R. L. Riddle', written in a cursive style.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 18, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to TimeClock Plus LLC for annual renewal of TimeClock Plus employee timekeeping software and maintenance support services for MIT.

Amount of Contract:

\$52,139.92

Funding Source

General fund.

ATTACHMENTS:

1. 20250206 TCP Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 18 Feb 2025
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to TimeClock Plus LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to TimeClock Plus LLC for annual renewal of TimeClock Plus employee timekeeping software and maintenance support services for MIT.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$52,139.92

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

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: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software and sole-source professional services.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

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, for the following requisitions as indicated below and attached herein:

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
<u>14351,</u> <u>18060</u>	2025	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF TIMECLOCK PLUS EMPLOYEE TIMEKEEPING SOFTWARE AND MAINTENANCE FOR MIT (BID EXEMPT AS SOFTWARE, SOLE SOURCE FOR MAINTENANCE SUPPORT)	\$52,139.92	<u>(295232)</u> <u>TIMECLOCK PLUS</u> <u>LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014351-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Released	Page 1
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Vendor TIMECLOCK PLUS LLC 1 TIME CLOCK DRIVE SAN ANGELO, TX 76904 Tel#325-223-9500 Fax 325-223-9104	Ship To 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
01/30/25	295232	01/30/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
001	TimeClock Plus Professional Annual Clockable Employee License 02/26/2025-02/25/2026	318.00 EACH	40.07000	12742.26
1	1000.10.23.5000.5000.5000.0000.0000.42115.			12742.26
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	TimeClock Plus Professional Annual Clockable Employee License 02/26/2025-02/25/2026	718.00 EACH	25.44000	18265.92
1	1000.10.23.5000.5000.5000.0000.0000.42115.			18265.92

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014351-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Released	Page 2
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Vendor TIMECLOCK PLUS LLC 1 TIME CLOCK DRIVE SAN ANGELO, TX 76904 Tel#325-223-9500 Fax 325-223-9104	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/30/25	295232	01/30/25			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			
003	TimeClock Plus Professional Annual Clockable Employee License 02/26/2025-02/25/202	30.00 EACH	42.07000	1262.10
1	1000.10.23.5000.5000.5000.0000.0000.42115.			1262.10
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014351-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fo1a Status: Released	Page 3
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Vendor TIMECLOCK PLUS LLC 1 TIME CLOCK DRIVE SAN ANGELO, TX 76904 Tel#325-223-9500 Fax 325-223-9104	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/30/25	295232	01/30/25			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
004 TimeClock Plus Professional Annual Clockable Employee License 02/26/2025-02/25/2026	34.00 EACH	40.07000	1362.38
1 1000.10.23.5000.5000.5000.0000.0000.42115.			1362.38

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 33632.66

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115.	33632.66	2985396.74
INFORMATION TECHNOLOGY EXP SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014351-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Released
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Page 4

Vendor TIMECLOCK PLUS LLC 1 TIME CLOCK DRIVE SAN ANGELO, TX 76904 Tel#325-223-9500 Fax 325-223-9104	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/30/25	295232	01/30/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
Approved	01/30/25 GREG HOLLIDAY	Auto	approved by: 91057606	91057606
Approved	01/30/25 SCOTT KEARNEY	Auto	approved by: 91057606	91057606
Approved	01/30/25 UDARA JAYASENA	Auto	approved by: 91057606	91057606
Queued	01/30/25 DONALD ROSE	Auto	approved by: 91057606	91057606
Queued	01/30/25 SANDRA LEWIS	Auto	approved by: 91057606	91057606
Queued	01/30/25 STEVEN KRONINGER	Auto	approved by: 91057606	91057606
Queued	01/30/25 SAMANTHA COOLEY	Auto	approved by: 91057606	91057606
Queued	01/30/25 LONELL HARRIS	Auto	approved by: 91057606	91057606
Queued	01/30/25 ANNE FOLEY	Auto	approved by: 91057606	91057606
Queued	01/30/25 JOHN PAINE	Auto	approved by: 91057606	91057606

Authorized By: _____ Date: _____
 Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00018060-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor TIMECLOCK PLUS LLC 1 TIME CLOCK DRIVE SAN ANGELO, TX 76904 Tel#325-223-9500 Fax 325-223-9104	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/06/25	295232	02/06/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION.

PER INV #00396814.

001	Hardware Support & Maintenance	1.00	18507.26000	18507.26
	02/15/2025-02/14/2026	EACH		

1	1000.10.23.5000.5000.5000.0000.0000.42150.			18507.26
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Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 GREG HOLLIDAY

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

[Requisition Link](#)

Requisition Total	18507.26
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42150.	18507.26	2985398.51

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00018060-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved
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Page 2

Vendor TIMECLOCK PLUS LLC 1 TIME CLOCK DRIVE SAN ANGELO, TX 76904 Tel#325-223-9500 Fax 325-223-9104	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/06/25	295232	02/06/25			INFORMATION TECHNOLOGY

Account INFORMATION TECHNOLOGY EXP	Amount Remaining Budget MAINTENANCE & REPAIRS
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***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	02/06/25	GREG HOLLIDAY	Auto approved by: 91057606
Approved	02/06/25	SCOTT KEARNEY	
Approved	02/06/25	UDARA JAYASENA	Auto approved by: 91057606
Approved	02/06/25	DONALD ROSE	Auto approved by: 9105fola
Approved	02/06/25	SANDRA LEWIS	Auto approved by: 9105fola
Approved	02/06/25	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	02/06/25	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	02/06/25	LONELL HARRIS	Auto approved by: 9105fola
Approved	02/06/25	ANNE FOLEY	
Approved	02/06/25	JOHN PAINE	Auto approved by: 9105fola

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 18, 2025

Submitted by:

Jennifer White

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Professional Engineering services to provide signal timing plans and adjustments as needed.

Amount of Contract:

\$300,000.00

Funding Source

G-STPM4925

ATTACHMENTS:

1. City of Mobile RTOP - AECOM Contract 25 (002)
2. AECOM Resolution

REVIEWERS:

Jennifer White
Jennifer White
Randy Threadgill
Laura Angle
Chris Kern
James Barber



**CONGESTION MANAGEMENT PROGRAM
CITY OF MOBILE ARTERIAL MANAGEMENT
PROJECT**

PROJECT NO. 2025-2060-03

**ENGINEER:
AECOM Technical Services, INC.**



**STATE OF ALABAMA
CITY OF MOBILE**

CONTRACT

This AGREEMENT made and entered into this _____ day of _____, 2025, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **AECOM Technical Services, INC.** (hereinafter called the "ENGINEER").

WHEREAS AECOM, INC. is uniquely qualified in professional engineering, planning, and infrastructure design;

WHEREAS, the City of Mobile desires to engage AECOM Technical Services, INC. based upon its professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between

the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **AECOM, Inc.**

NOTICE TO PROCEED - A written notice to proceed issued by the TRAFFIC ENGINEER as set out in Section III.

PROJECT – **Congestion Management Program Arterial Management Project, City of Mobile Project No. 2025-2060-03.** This is for engineering of existing conditions (traffic volumes, signal operation, database management, etc.) to develop a plan to mitigate the impacts of increased traffic associated with continued growth within the City of Mobile, and provide short term and long term recommendations for the mitigation of the traffic, to include but not be limited to, traffic signal operations and intelligent transportation systems measures. **The professional engineering services includes the completion of a quarterly operational improvement report for each major arterial within the City of Mobile and a yearly report summarizing the project's comprehensive improvements (see tasking for exact corridors).**

PROJECT ENGINEER – A registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER**.

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, latest edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the CITY ENGINEER.

SIGNAL SYSTEMS ENGINEER – That person designated by ALDOT as SIGNAL SYSTEM ENGINEER or his appointed assistant.

TRAFFIC ENGINEER - That person designated by the CITY as TRAFFIC ENGINEER or his appointed assistant.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the

ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the TRAFFIC ENGINEER, all qualifications of all engineers, technical staff, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the TRAFFIC ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the TRAFFIC ENGINEER, of any of ENGINEER'S technical staff, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, engineers or agents are the sole responsibility and liability of the ENGINEER.

The total number of signals assigned to the Engineer in this contract is consistent with the scope of work for RTOP expansion for fiscal year 2024. This scope of work is for signals maintained by the City of Mobile and ALDOT. The list of signals included in this scope is included in Exhibit A.

The ENGINEER will be expected to provide one full-time entry-level (at a minimum) traffic operations engineer to be embedded with ALDOT and CITY staff, to assist in regular or emergency traffic management for one calendar year. The ENGINEER traffic operations engineer shall have the following work schedule:

- i. Normal Working Hours - Assigned hours of work will be Monday – Friday from 8:00 AM to 5:00 PM. For a total of 40 hours per week.
- ii. Overtime hours - The ENGINEER's traffic operations engineer shall not work more than 40 hours in any week (Sunday to Saturday) without written approval from the TRAFFIC ENGINEER and SIGNAL SYSTEMS ENGINEER.
 - a. The ENGINEER shall include a total of 160 hours in the project fee estimate to address potential overtime charges.
- iii. Holidays – The ENGINEER's traffic operations engineer shall be prepared to work the following traffic-oriented holidays: Independence Day, Memorial Day, and Labor Day. They shall be allowed time off on other holidays where the ALDOT and CITY offices are closed.
- iv. Weather/Special Events - The ENGINEER's traffic operations engineer shall be prepared to work major weather events (hurricanes, ice/winter storms, ect)
- v. Leave/Paid Time Off – The ENGINEER's traffic operations engineer shall be allowed to take leave/paid time off per the ENGINEER's policies, as available throughout the year. The ENGINEER shall provide remote support during times when their traffic operations engineer is on leave.

This engineer will be expected to report to either the ALDOT SW Region Complex at 1701 W I-65 Service Rd North, Mobile, AL or the CITY Traffic Engineering Department at 852 Gayle St, Mobile, AL. They shall plan to report to each facility on two days per week. On the fifth day (or as needed for required tasks) they may report wherever necessary but should coordinate with the TRAFFIC ENGINEER and SIGNAL SYSTEMS ENGINEER.

Overnight stays and meals by the ENGINEER shall not be reimbursable expenses. Mileage expenses related to travel between the ENGINEER's traffic operations engineer's place of residence and their expected work location for scheduled work hours shall not be a reimbursable expense. Mileage expenses for travel to and from field work locations (after reporting in at the office) and all mileage expenses for travel necessary for emergency work shall be reimbursable expenses. The ENGINEER shall not incur any other direct project costs without prior approval from the TRAFFIC ENGINEER and SIGNAL SYSTEMS ENGINEER.

ALDOT and the CITY shall provide the following for the ENGINEER's traffic operations engineer:

- A desk at each primary work location
- A computer for use at each primary work location, including standard office and traffic equipment softwares
- Access to a printer/scanner/copier
- A desk telephone
- Internet Access
- Miscellaneous office supplies

Additionally, they shall be provided the following:

- An ALDOT email account and VPN access to the ALDOT network on the provided laptop
- A licensed version of Synchro + SimTraffic for their ALDOT laptop

The ENGINEER shall be expected to provide their traffic operations engineer with the following:

- A cellular telephone capable of making telephone calls, sending text messages, and accessing email or other resources when a wi-fi connection is not available
- A vehicle equipped with ALDOT-approved amber flashing lights and company logo (this may be magnetic)
- Required personal protection equipment (PPE) as required to perform the required tasks included in this scope of work

The ENGINEER's traffic operations engineer shall be expected to live within the limits of Mobile County to ensure the ENGINEER can provide responses to emergency calls in a timely manner.

In addition to the full-time traffic operations engineer, the ENGINEER shall have staff available for additional remote support, as requested by the TRAFFIC ENGINEER or the SIGNAL SYSTEMS ENGINEER.

The scope of work is divided into the following Tasks:

1. Kick-Off Meeting and Stakeholder Engagement
2. Regular Daily/Weekly tasks
 - a. Signal retiming or timing modifications
 - b. Traffic monitoring and emergency traffic management
 - c. Traffic concern investigation and remediation
 - d. On-Call operations
3. Centrac and Synchro Database Management
4. Grid analysis
5. Time of Day improvements through the use of "off-peak" plans

6. Event management planning, operations and timing concept development
7. Traffic Responsive development and support on various routes
8. Inperson quarterly corridor performance evaluations to include after action reports and one yearly system report summarizing the resulting benefits from the improvements achieved through this scope of work.

A. TASK 1 - KICK-OFF MEETING AND STAKEHOLDER ENGAGEMENT

The ENGINEER will prepare for, facilitate, and document a kick-off meeting with the TRAFFIC ENGINEER. Additionally, the ENGINEER will work with the TRAFFIC ENGINEER to schedule and attend meetings with relevant stakeholders. The anticipated stakeholders include the ALDOT, City of Mobile Police Department (MPD), City of Mobile Administration, and Mobile County Engineering. It is anticipated that up to three (3) individual stakeholder group meetings will occur.

The goal of the initial stakeholder meetings is to gain support and buy-in from the police departments and City leaders to gather all relevant feedback and observations and existing plans, as well as to understand the resources that each entity has at its disposal.

B. TASK 2a – Signal retiming or timing modifications

The ENGINEER will provide minor timing modification to adjust for changes in traffic patterns on an as-needed basis. They will also provide retiming of individual signals or corridors when minor modifications are insufficient.

C. TASK 2b – Traffic monitoring and emergency traffic management

The ENGINEER's traffic operations engineer shall monitor traffic at assigned signals throughout the day while working on other tasks. They shall perform active traffic management when abnormal conditions are observed, manually commanding or controlling assigned traffic signals to improve traffic and coordinating with responsible parties regarding signals outside their assigned area.

D. TASK 2c – Traffic concern investigation and remediation

The ENGINEER's traffic operations engineer shall investigate concerns regarding their assigned traffic signals, from the public or agency partners. They shall use a variety of tools (including detection and split reports, traffic monitoring cameras, and in-person observation) to determine the validity, root cause, and best remediation response for the concern. They shall perform the remediation and log both the concern and the outcome in a location accessible to the CITY and ALDOT.

E. TASK 2d – On-Call operations

The ENGINEER's traffic operations engineer shall participate in a rotational on-call schedule, being on-call for one week at a time (starting and ending at noon on Wednesday) to answer after-hours phone calls and concerns. During this time, they shall avoid consuming alcoholic beverages or taking medication that will place them under the influence. When on call, team members are expected to have their cellular phones and ALDOT laptops available, be able to answer phone calls or return them within fifteen minutes and to stay within range of cellular service and internet. If these requirements cannot be met for a specific week then on-call team members may coordinate with other team members to trade or cover hours, days, or weeks to better fit their schedules.

F. TASK 3 – Centrac and Synchro Database Management

The Engineer will utilize their knowledge with the Centrac and Synchro software suites to accomplish database management to ensure the City of Mobile's signal timing files reflect the same values in the field as they do on the Centrac server and Synchro models on a weekly basis. This will be a task accomplished through the use of Centrac and/or the ability to obtain data for the devices locally.

The Engineer will reference the ALDOT and City of Mobile's event plan standards and reassign plan numbering to be consistent with the adopted standard and summarize the plans in each respective entity notes section. This is to include all plans scheduled and unscheduled to run per intersection's TOD. The goal is for each signal's plans to have a brief description of its designed use kept in Centrac for easy reference during operational management.

Centrac and Synchro database management can include but is not limited to:

- Event Plan standardization and creation of notes field per entity (signal) in Centrac
- Development of additional models for grid operation improvements.
- Maintaining a living synchro model for each aerial that corresponds to local and server settings.
- Construction of Action Sets within Centrac for streamlined operations
- Development of automated reporting to aid in maintenance notifications and needed operational improvements.
- Creation of live time-space diagrams for each corridor within Centrac
- Configure database settings for detector data collection to leverage the available devices in the field for counts where applicable.

G. TASK 4 – Grid Analysis

Previous retiming efforts have shown the City there are additional opportunities for improvement throughout the urban and suburban sections. The City would like the Engineer to focus on sections of the City where applying a "grid network" methodology by time of day to aid in side street function. It is the City's understanding during peak commuter periods the major route needs priority but during "off-peak" operations the use of advanced controller settings can improve minor street function. The Engineer will work with the City on identifying these key locations for potential improvements.

H. TASK 5 – Time of Day improvements during off-peak

The Engineer will develop at a minimum 5 time of day plans along coordinated routes with the following basic descriptions: off-peak AM, AM, MD, off-peak PM, PM. At uncoordinated signals, a minimum of one daytime free plan and one overnight free plan shall be developed. If additional plans show a benefit to operations, there isn't a maximum the City requires.

All intersections currently should have at least three plans (if coordinated). This task is to optimize intersection function during off-peak times. Ultimately reducing delay on the minor approaches.

This task is also intended to capture the City's need for consultant assistance that will arise due to public comments, commercial development, and during construction projects impacting signal operations. The Engineer will assist in changing signal parameters to address the change in condition.

I. TASK 6 – Event management planning, operations and timing concept development

The Engineer will develop flush plans for incident management for each of the assigned corridors. These plans should be designed for completely saturated conditions based on the existing geometry in the field and using HCM methodology to simulate maximum vehicles per hour, per lane.

The Engineer will develop event related plans to cover known City operations such as Mardi Gras, various parades, temporary project outages, large downtown conferences, and University of South Alabama events.

It is required the Engineer provides in-person support for major events such as Mardi Gras, USA game days, and inclement weather. At a minimum, 1 representative will be available for a total of 30 days in support of the City's active management initiative. The intention of this task is to have a full time equivalent employee that is available to support the City during event management.

J. TASK 7 – Traffic Responsive (TR) development and logic programming

The Engineer will utilize this task to continue the City's desire to implement traffic responsive systems along select corridors to capture un-predictable traffic patterns. As well as, utilizing the City's infrastructure to develop creative solutions through the use of logic control with the Centrac software suite.

K. TASK 8 – Inperson quarterly corridor performance evaluations to include after action reports and one yearly system report summarizing the resulting benefits from the improvements achieved through this scope of work.

IV. TERM

The Services are to be performed beginning December, 2024 through December, 2025. This timeline should be flexible and adaptable in the event of any unforeseen and/or changing circumstances. By written agreement, the parties can extend said term.

V. 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 mutually agree upon the completion time of December 31, 2025, for Professional Services under this Agreement.

B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. Upon termination, the CITY, at its sole discretion, shall only pay for those services satisfactorily rendered. 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 and ALDOT. The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

C. The CITY and ENGINEER each bind itself, its successors and assigns, to the other party of this CONTRACT, in respect to all covenants of this CONTRACT. ENGINEER shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of the PROJECT. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

E. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

VI. 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 Engineer's Hourly Rates, 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 TRAFFIC ENGINEER.

Overhead shall be limited to the actual audited overhead rates. Salary increases shall be limited to a maximum of five (5) percent per year. Profit will be maintained at ten (10) percent of these costs. When the CITY requires the ENGINEER to stay overnight at a project, the ENGINEER will be reimbursed for actual expenses up to the maximum allowable by State Law. Employees whose vehicles are used for work-related mileage (excluding mileage for commuting) will be compensated at the prevailing Federal mileage rate as approved by the General Services Administration. Out-of-pocket expenses, not to exceed \$100.00, will be paid as direct cost plus ten (10) percent. Purchases over \$100.00 will require written authorization from the CITY and ALDOT.

For performance by the ENGINEER of the services provided for in this CONTRACT, and as full and complete compensation therefore, including all approved expenditures and expenses incurred by the

ENGINEER in connection with this CONTRACT, and subject to conformity with all provisions of this CONTRACT, the CITY will pay the ENGINEER as follows:

A. The total compensation to the CONSULTANT for services provided for when performed under this AGREEMENT will be as follows:

1. Direct Salary and Wages – Actual salary and wages paid to personnel while actually engaged in the performance of the work. 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.
 2. Expenses – Actual CITY approved expenses associated with direct actual cost paid by the ENGINEER not included in the overhead rates, applicable to services provided under this CONTRACT. Subsistence for personnel engaged for assignments under this CONTRACT at rates payable under State Law. Vehicle mileage for work related mileage at the prevailing Federal mileage rate as approved by the General Services Administration. Other direct cost is allowed at cost plus a ten (10) percent profit, except for the cost of sub-consultants, which is limited to a five (5) percent administrative fee.
 3. For work performed out of the ENGINEER'S home or branch office, the ENGINEER'S home office overhead and labor additive rate of 125.50 percent (for Fiscal Year Ending 09-29-2023) shall be applied to direct salary and wages. Home office Facilities Capital Cost of Money (FCCM) rate is 0.00 percent (for Fiscal Year Ending 09-29-2023) of the direct labor and no profit shall be allowed on the said item. Any sub-consultant's overhead and labor additive rate shall not exceed prime consultant's rate. This rate shall be fixed for the life of the CONTRACT unless revised by Supplemental Agreement.
 4. Profit at the rate of ten (10) percent applied to direct salary, overhead, and approved expenses, except for the cost of sub-consultants, which is limited to a five (5) percent administrative fee.
 5. Any paid overtime shall require prior authorization from the TRAFFIC ENGINEER. Billable overtime is all time worked over Forty Hours each week or holidays observed by the ENGINEER. The hourly overtime rate will be 1.5 times the billable rate. Hours worked on holidays observed in the CITY on the work that is being performed by the ENGINEER will be billable at an hourly rate of 2 times the regular billing rate.
 6. The maximum amount payable to the ENGINEER for work provided for under this CONTRACT shall not exceed Three-Hundred Thousand, and no/100 Dollars (\$300,000).
- B. Failure to perform professional services shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to CITY for such failure.
- C. Certified payroll reports for the personnel actively engaged on work included in this CONTRACT will be furnished with each payment request.

- D. Payments to the ENGINEER shall be made not more than monthly. Payment shall be subject to the submission by the ENGINEER of such vouchers or invoices, daily progress reports and such evidence of performance that the CITY may deem necessary. The original invoice shall be submitted by the ENGINEER to the CITY for review and payment.
- E. The acceptance by the ENGINEER of the final payment will constitute and operate as a release to the CITY of all claims and of any liability of the CITY to the ENGINEER, its representatives and/or assigns for all things done, furnished, or relating to the services rendered by the ENGINEER under, or in connection with this CONTRACT, or any part thereof, provided that no unpaid invoices exist because of extra work required at the request of the CITY.
- F. In the event of termination of this CONTRACT due to failure by the ENGINEER to perform any and/or all 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.

VII. INDEMNITY

INDEMINIFICATION: The ENGINEER shall indemnify and hold harmless CITY, 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 ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City and/or County except as permissible under §41-9A-3, Alabama Code (1975) or subsequent codifications thereof.

VIII. STANDARD OF PERFORMANCE

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

IX. INSURANCE

- A. For the duration of this Agreement, ENGINEER shall maintain the following minimum

amount for each Project:

1. Professional Liability Insurance:

Professional Liability Insurance including design with the limits not less than \$1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:

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

b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

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

4. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

B. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule) .

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
2. Additional Insured - All policies of insurance, except those referenced under paragraph IX. A. 2., shall be endorsed to name City of Mobile as an Additional Insured
3. Primary Insurance - All policies of insurance, except those referenced under paragraph IX. A. 2., shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile.
4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
5. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

X. SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

XI. NO THIRD-PARTY BENEFIT

Service Provider and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties

XII. NOTICE

Any communication given pursuant to this Agreement will be in writing to the parties as listed below:

City of Mobile:
City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, Alabama 36633-1827

ALDOT:
c/o Ben Nichols, P.E.
1701 W-I65 Service Rd N
Mobile, AL 36618
Engineer:
c/o Cody Long, P.E.
AECOM, Inc.
3800 Colonade Pkwy #400
Birmingham, AL 35243

XIII. IMMIGRATION COMPLIANCE

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

XIV. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the ENGINEER represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

XV. NON-DISCRIMINATION CLAUSE

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

XVI. 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 is Mobile County, Alabama.

XVII. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: <https://app.e-builder.net>. ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

XVIII. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the parties hereto with respect to the subject matter hereof. This Agreement shall not be altered, modified or amended in whole or in part, except in a writing executed by each of the parties hereto.

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print: _____

AECOM Technical Services, Inc.

By: John E. Lobdell
Print: John E. Lobdell
Its: Authorized Agent
Address: 3800 Colonade Pkwy #400
Birmingham, AL 35243
Telephone: 205-970-0744

STATE OF ALABAMA
CITY OF MOBILE

I, Kelli N Kelly, a Notary Public in and for said State and County, hereby
certify that John E. Lobdell, whose name as Authorized agent of
AECOM Technical Services, Inc. is signed to the foregoing conveyance and who are known
to me acknowledged before me on this day, that, being informed of these contents of
the conveyance, he as such officer and with full authority, executed the same voluntary
on the day the same bears date.

Given under my hand and notarial seal on this the 30 day of January,
2025

Kelli N Kelly

KELLI N. KELLY
Notary Public, Alabama State at Large
My Commission Expires October 25, 2025

NOTARY PUBLIC
My Commission Expires: 10.25.2025



Exhibit A

Signal ID	Main Street	Side Street	Consultant
123	Cottage Hill Rd	Hillcrest Rd	AECOM
124	Hillcrest Rd	Christopher Dr	AECOM
122	Cottage Hill Rd	Lloyds Ln	AECOM
397	Hillcrest Rd	Girby Rd	AECOM
120	Cottage Hill Rd	Knollwood Dr	AECOM
93	Demetropolis Rd	Demetropolis Service Rd	AECOM
95	Cottage Hill Rd	University Blvd	AECOM
830	University Blvd	Marmora Dr	AECOM
96	Cottage Hill Rd	Demetropolis Service Rd	AECOM
97	Cottage Hill Rd	Natchez Trail Ct	AECOM
359	Cottage Hill Rd	Azalea Rd	AECOM
362	Azalea Rd	Japonica Ln	AECOM
358	Azalea Rd	Burma Rd	AECOM
100	Cottage Hill Rd	Montlimar Dr	AECOM
102	Cottage Hill Rd	W I-65 Service Rd S	AECOM
103	Cottage Hill Rd	E I-65 Service Rd S	AECOM
104	Cottage Hill Rd	Pleasant Valley Rd	AECOM
377	Cottage Hill Rd	Bel Air Blvd	AECOM
143	Cottage Hill Rd	Sage Ave	AECOM
394	Springdale Blvd	Emogene St	AECOM
284	Sage Ave	Emogene St	AECOM
361	Halls Mill Rd	Azalea Rd	AECOM
89	McVay Dr	Halls Mill Rd	AECOM
88	McVay Dr	Navco Rd	AECOM
148	Pleasant Valley Rd	McRae Ave	AECOM
80	Halls Mill Rd	Fairway Dr	AECOM
79	Holcombe Ave	Glenwood St	AECOM
159	S Broad St	Aerospace Blvd	AECOM
158	Michigan Ave	I-10 EB Exit 24	AECOM
157	Michigan Ave	Eagle Dr	AECOM
72	Michigan Ave	Duval St	AECOM
74	Duval St	Houston St	AECOM
73	Houston St	Dublin St	AECOM
69	Houston St	Virginia St	AECOM
367	S Broad St	Baltimore St	AECOM
66	S Broad St	Virginia St	AECOM
61	S Broad St	Texas St	AECOM
62	Michigan Ave	Texas St	AECOM
68	Michigan Ave	Virginia St	AECOM

67	Gayle St	Virginia St	AECOM
65	Washington Ave	Virginia St	AECOM
60	Washington Ave	Texas St	AECOM
58	Canal St	Washington Ave	AECOM
1	Canal St	I-10 Ramps	AECOM
55	Claiborne St	Church St	AECOM
218	Stanton Rd	Pennington St	AECOM
1626	University Hospital Dr	Mobile St	AECOM
220	Stanton Rd	University Hospital Dr	AECOM
244	Stanton Rd	Pleasant Ave	AECOM
226	MLK Ave	Carstens St	AECOM
249	MLK Ave	Lafayette St	AECOM
247	Lafayette St	Congress St	AECOM
393	MLK Ave	Peach St	AECOM
250	MLK Ave	Live Oak St	AECOM
251	MLK Ave	Kennedy St	AECOM
328	Airport Blvd	Florida St	AECOM
327	Airport Blvd	Durham Dr	AECOM
8	Airport Blvd	Pinehill Dr	AECOM
330	Airport Blvd	Glenwood St	AECOM
282	Old Shell Rd	I-65 Service Rd N	AECOM
280	Old Shell Rd	Sage Ave	AECOM
374	Old Shell Rd	New Shiloh Ave	AECOM
279	Old Shell Rd	Mobile St	AECOM
278	Old Shell Rd	Florida St	AECOM
277	Old Shell Rd	Upham St	AECOM
276	Old Shell Rd	Mobile Infirmary Blvd	AECOM
274	Old Shell Rd	Catherine St	AECOM
272	Old Shell Rd	Lafayette St	AECOM
352	Old Shell Rd	Ann St	AECOM
264	Dauphin St	Florida St	AECOM
289	Emogene St	Florida St	AECOM
263	Dauphin St	Fulton St	AECOM
261	Dauphin St	Carlen St	AECOM
259	Dauphin St	Houston St	AECOM
258	Dauphin St	Monterey St	AECOM
257	Dauphin St	Catherine St	AECOM
256	Dauphin St	Lafayette St	AECOM
349	Dauphin St	Ann St	AECOM
25	Government St	Royal St	AECOM
26	Water St	Government St	AECOM

32	Water St	Dauphin St	AECOM
31	Water St	Saint Francis St	AECOM
36	Water St	Saint Louis St	AECOM
314	Water St	Beauregard St	AECOM
376	Beauregard St	N Lawrence St	AECOM
253	Broad St	MLK Ave	AECOM
40	Broad St	Congress St	AECOM
53	Dauphin St	Saint Francis St	AECOM
9163049	AL 163	Boykin Blvd	AECOM
9163059	AL 163	Clubhouse Rd	AECOM
9163062	AL 163	Gulfdale Dr	AECOM
9163079	AL 163	Old Military Rd	AECOM
9163089	AL 163	McVay Dr	AECOM
9163092	AL 163	S Maryvale St	AECOM
9163096	AL 163	Zula Ln	AECOM
9163099	AL 163	Hurtel St	AECOM
9163103	AL 163	Duval St	AECOM
9965008	I-165	Whistler St	AECOM
9965009	I-165	Price Ave	AECOM
9965016	I-165	Wilson St	AECOM
9965019	I-165	MLK Dr	AECOM
9016312	US 90	I-165	AECOM
9016313	US 90	Grover Ave	AECOM
9016316	US 90	US 43 Loop	AECOM
9016320	US 90	Cutoff Rd	AECOM
9016322	US 90	Paper Mill Rd	AECOM
9013001	US 43	Loop Rd	AECOM
9013003	US 43	Meaher St	AECOM
9013006	US 43	Edwards St	AECOM
9013010	US 43	Paper Mill Rd	AECOM
9016361	US 90	Bankhead East Portal	AECOM
9016366	US 90	Addsco	AECOM
229	Springhill Ave	I-65 SB Ramp	AECOM
230	Springhill Ave	I-65 NB Ramp	AECOM
9865059	I-65 W Service Rd	I-65 SB Ramp	AECOM
9042219	US 98	I-65 Service Rd	AECOM
9017023	US 45	S Wilson Ave	AECOM
9017022	US 45	Seale St	AECOM
9017021	US 45	S Craft Hwy	AECOM
9017019	US 45	Allison St	AECOM
9017017	US 45	Gloria York Ave	AECOM

9017011	US 45	Pleasant Ave	AECOM
9017008	US 45	Cox St	AECOM
9017005	US 45	Catherine St	AECOM
9017004	US 45	Lafayette St	AECOM
9042224	US 98	Western Dr	AECOM
9042226	US 98	Springhill Ave	AECOM
9042228	US 98	Union Ave	AECOM
9042229	US 98	Hosfelt Ln	AECOM
9042231	US 98	Bay Shore Ave	AECOM
9042233	US 98	Mobile St	AECOM
9042236	US 98	Florida St	AECOM
9042241	US 98	Upham St	AECOM
9042243	US 98	Stanton Rd	AECOM
9042247	US 98	Mobile Infirmary Blvd	AECOM
9042248	US 98	Infirmary Dr	AECOM
9042252	US 98	Catherine St	AECOM
9042253	US 98	Lafayette St	AECOM
9017000	US 45	US 98	AECOM
9042259	US 98	Kennedy St	AECOM
9042263	Broad St	Springhill Ave	AECOM
9016194	US 90	Lansdowne Dr	AECOM
9016197	US 90	Knollwood Dr	AECOM
9016200	US 90	Demetropolis Rd	AECOM
9016206	US 90	Knob Hill Dr	AECOM
9016217	US 90	Azalea Rd	AECOM
9016227	US 90	Butler Dr	AECOM
9016228	US 90	Lakeside Dr	AECOM
9016230	US 90	I-65 SB Ramp	AECOM
9016233	US 90	I-65 NB Ramp	AECOM
9016234	US 90	Satchel Paige Dr	AECOM
9016236	US 90	McVay Dr	AECOM
9016242	US 90	Pleasant Valley Rd	AECOM
9016245	US 90	Howell/Brookley Ave	AECOM
9016253	US 90	Pinehill Dr	AECOM
9016257	US 90	Glenwood St	AECOM
9016259	US 90	AL 163	AECOM
9016263	US 90	Houston St	AECOM
9016266	US 90	Monterey St	AECOM
9016268	US 90	Catherine St	AECOM
9016269	US 90	Lafayette St	AECOM
9016271	US 90	Bradford Ave	AECOM

9016272	US 90	Michigan Ave	AECOM
9016273	US 90	S Ann St	AECOM
9016277	US 90	George St	AECOM
9016278	US 90	Common St	AECOM
9016280	US 90	Broad St	AECOM
9042267	US 98	Scott St	AECOM
9042268	US 98	Washington Ave	AECOM
9042269	US 98	Cedar St	AECOM
9042270	US 98	S Lawrence St	AECOM
9042271	US 98	Claiborne St	AECOM
9042272	US 98	Jackson St	AECOM
9042273	US 98	Joachim St	AECOM
9042274	US 98	Conception St	AECOM

Project No. 0 County Mobile Description TMC Traffic Operations Support Engineer Scope of Work DRAFT RTOP TMC Project Length 0.00 Miles Consultant AECOM					
Traffic Engineering Services	SR Engineer	Entry Level Eng			
Task A: Traffic Signal TMC/RTOP Services					
1 - 1-Year FTE for an Entry Level TMC Traffic Signal Technician		260.00			
2 - Engineering Support	48.00				
Task A Totals	48.00	260.00	0.00	0.00	0.00
Task B:					
Task B Totals	0.00	0.00	0.00	0.00	0.00
Task C:					
Task C Totals	0.00	0.00	0.00	0.00	0.00
TOTALS	48.00	260.00	0.00	0.00	0.00

Project No. 0			
County Mobile			
Description TMC Traffic Operations Support Engineer			
Scope of Work DRAFT RTOP TMC			
Project Length 0.00 Miles			
Consultant AECOM			
Fee Proposal (Corridor Study)			
PERSONNEL COST			
	Man-days	x Daily Rate	
Project Manager (10% of Eng.)	26.00	\$ 620.00	\$ 16,120.00
Engineer	48.00	\$ 480.00	\$ 23,040.00
Engineering Technician/CADD	260.00	\$ 311.67	\$ 81,034.20
Total Direct Labor			\$ 120,194.20
Combined Overhead (%)	125.50		\$ 150,843.72
Out-of-Pocket Expenses**			\$ 1,703.00
Sub-Total			\$ 272,740.92
Operating Margin (10%)			\$ 27,274.09
Sub-Total			\$ 300,015.01
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
		\$	-
		\$	-
		\$	-
		\$	-
Subconsultant Administration Expense (5%)		\$	-
Sub-Total			\$ 300,015.01
Facilities Capital Cost of Money (% of Direct Labor)	0.00	\$	-
TOTAL FEE			\$ 300,015.01

**See Grand Total Fee sheet

Project No.				
County	Mobile			
Description	DRAFT			
Scope of Work	DRAFT RTOP TMC			
Project Length	0.00 Miles			
Consultant	AECOM			
Out-of-pocket Expenses (Corridor Study)				
TRAVEL COST				
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
Site Visit/Work Sessions	52	50	\$0.655	\$ 1,703.00
	0	0	\$0.655	\$ -
			\$0.655	\$ -
	0	0	\$0.655	\$ -
Total Mileage Cost				\$ 1,703.00
Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)** Cultural Resource Survey	0	0	\$75.00	\$ -
				\$ -
Total Subsistence Cost				\$ -
Total Travel Cost				\$ 1,703.00
PRINTING / REPRODUCTION COST				
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total Printing/Reproduction Cost				\$ -
Communication Cost (telephone, fax, etc.)				Total
				\$ -
Postage Cost (overnight, stamps, etc.)				Total
Other (provide description on next line)				Total
Total Out-of-pocket Expenses				\$ 1,703.00
Comments:				

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized 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 change order will be on file in the office of the City Clerk.

Name of Company: AECOM Technical Services, INC

City of Mobile Project Name: Congestion Management Program City of Mobile Arterial Management Project

Capital Project No.: G-STPM4925

Contract Amount: \$300,000.00

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 18, 2025

Submitted by:

Jennifer White

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Professional Engineering services associated with the RTOP congestion management program.

Amount of Contract:

\$300,000.00

Funding Source

G-STPM4925

ATTACHMENTS:

1. City of Mobile RTOP - KH Contract 25
2. Kimley Horn Resolution

REVIEWERS:

Jennifer White
Jennifer White
Randy Threadgill
Laura Angle
Chris Kern
James Barber



**CONGESTION MANAGEMENT PROGRAM
CITY OF MOBILE ARTERIAL MANAGEMENT PROJECT**

PROJECT NO. 2025- 2060-02

**ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.**



STATE OF ALABAMA
CITY OF MOBILE

PROFESSIONAL SERVICES CONTRACT

This AGREEMENT made and entered into this ____ day of _____, 2025, is made by and between **the CITY OF MOBILE, ALABAMA**, a municipal corporation organized and existing under the laws of the State of Alabama ("CITY), and **KIMLEY-HORN AND ASSOCIATES, INC.** ("ENGINEER").

WHEREAS, KIMLEY-HORN AND ASSOCIATES, INC. is uniquely qualified in the business of professional engineering, planning and infrastructure design.

WHEREAS, the City of Mobile desires to engage KIMLEY-HORN AND ASSOCIATES, INC based upon its professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between

the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is Kimley-Horn and Associates, Inc.

NOTICE TO PROCEED - A written notice to proceed issued by the TRAFFIC ENGINEER as set out in Section III.

PROJECT – Congestion Management Program Arterial Management Project, City of Mobile Project No. 2025-2060-02. This is for traffic engineering of existing conditions (traffic volumes, signal operation, database management, etc.) to develop a plan to mitigate the impacts of increased traffic associated with continued growth within the City of Mobile and provide short term and long term recommendations for the mitigation of the traffic, to include but not be limited to, traffic signal operations and intelligent transportation systems measures. The professional engineering services includes the completion of a quarterly operational improvement report for each major arterial within the City of Mobile and Mobile County and a yearly report summarizing the project's comprehensive improvements (see taskings for exact corridors).

PROJECT ENGINEER – A registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER**.

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, latest edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the CITY ENGINEER.

TRAFFIC ENGINEER - That person designated by the CITY as TRAFFIC ENGINEER or his appointed assistant.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the TRAFFIC ENGINEER, all qualifications of all engineers, technical staff, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the TRAFFIC ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the TRAFFIC ENGINEER, of any of ENGINEER'S technical staff, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, engineers or agents are the sole responsibility and liability of the ENGINEER.

The total number of signals assigned to the Engineer in this contract is consistent with the scope of work for RTOP expansion for fiscal year 2024. This scope of work is for signals maintained by the City of Mobile and Mobile County. The list of signals included in this scope are included in Attachment A.

The scope of work is divided into the following Tasks:

1. Kick-Off Meeting and Stakeholder Engagement
2. Centrac and Synchro Database Management
3. Grid analysis
4. Time of Day improvements using "off-peak" plans
5. Event management planning, operations and timing concept development
6. Traffic Responsive development and support on various routes
7. In-person quarterly corridor performance evaluations to include after action reports and one yearly system report summarizing the resulting benefits from the improvements achieved through this scope of work.

A. TASK 1 - KICK-OFF MEETING AND STAKEHOLDER ENGAGEMENT

The ENGINEER will prepare for, facilitate, and document a kick-off meeting with the TRAFFIC ENGINEER. Additionally, the ENGINEER will work with the TRAFFIC ENGINEER to schedule and attend meetings with relevant stakeholders. The anticipated stakeholders include the ALDOT, City of Mobile Police Department (MPD), City of Mobile Administration, and Mobile County Engineering. It is anticipated that up to three (3) individual stakeholder group meetings will occur.

The goal of the initial stakeholder meetings is to gain support and buy-in from the police departments and City leaders to gather all relevant feedback and observations and existing plans, as well as to understand the resources that each entity has at its disposal.

B. TASK 2 – Centrac and Synchro Database Management

The Engineer will utilize their knowledge with the Centrac and Synchro software suites to accomplish database management with the goal being to maintain consistency with the City of Mobile and Mobile County's signal timing files. The Engineer will verify the same database values are in signal controllers, Centrac server and Synchro models on a weekly basis for traffic signals with working communications. This will be a task accomplished using Centrac and/or the ability to obtain data for the local devices locally.

The Engineer will reference the City of Mobile and Mobile County's event plan standards and reassign plan numbering to be consistent with the adopted standard and summarize the plans in each respective entity notes section. This is to include all plans scheduled and unscheduled to run per intersection's TOD. The goal is for each signal's plans to have a brief description of it's designed use kept in Centrac's for easy reference during operational management.

Centrac's and Synchro database management can include but is not limited to:

- Event Plan standardization and creation of notes field per entity (signal) in Centrac's
- Development of additional models for grid operation improvements.
- Maintaining a living synchro model for each arterial that corresponds to local and server settings.
- Construction of Action Sets within Centrac's for streamlined operations
- Development of automated reporting to aide in maintenance notifications and needed operational improvements.
- Creation of live time-space diagrams for each corridor within Centrac's
- Configure database settings for detector data collection to leverage the available devices in the field for counts where applicable.
- Intersection diagrams for all signal cabinets

C. TASK 3 – Grid Analysis

Previous retiming efforts have shown the City there are additional opportunities for improvement throughout the urban and suburban sections. The City would like the Engineer to focus on sections of the City where applying a "grid network" methodology by time of day to aide in side street function. It is the City's understanding during peak commuter periods the major route needs priority but during "off-peak" operations the use of advanced controller settings can improve minor street function. The Engineer will work with the City on identifying these key locations for potential improvements.

D. TASK 4 – Time of Day improvements during off-peak

The Engineer will develop at a minimum 5 time of day plans along coordinated routes with the following basic descriptions: off-peak AM, AM, MD, PM, off-peak PM. Additional plans should be utilized as necessary.

All intersections currently should have at least three plans (if coordinated). This task is to optimize intersection function during off-peak times. Ultimately reducing delay on the minor approaches.

This task is also intended to capture the City and County's need for consultant assistance that will arise due to public comments, commercial development, and during construction projects impacting signal operations. The Engineer will assist in changing signal parameters to address the change in condition.

E. TASK 5 – Event management planning, operations and timing concept development

The Engineer will develop flush plans for incident management for each of the assigned corridors. These plans should be designed for completely saturated conditions based on the existing geometry in the field and using HCM methodology to simulate maximum vehicles per hour, per lane.

The Engineer will develop event related plans to cover known City and County operations such as Mardi Gras, various parades, temporary project outages, large downtown conferences, and University of South Alabama events.

It is required the Engineer provides in-person support for major events such as Mardi Gras, USA game days, and inclement weather. One representative will be available for a total of 5 days in support of the City's active management initiative.

F. TASK 6 – Traffic Responsive (TR) development and support

The Engineer will utilize this task to continue the City's desire to implement traffic responsive (TR) systems along select corridors to capture un-predicable traffic patterns. The routes currently planned for TR development include Airport Blvd from Sage Ave to Pinebrook Ave and Schillinger Road from Ziegler Blvd to Grelot Road (combined with Airport Blvd from Dawes Rd to Mckenna Ct).

This tasking is to tie-in the remaining portions of Airport Blvd, Schillinger Road, and additional routes as identified by the Traffic Engineer.

G. TASK 7 – Inperson quarterly corridor performance evaluations to include after action reports and one yearly system report summarizing the resulting benefits from the improvements achieved through this scope of work.

IV. TERM

The Services are to be performed beginning December, 2024 through September 30, 2025. This timeline should be flexible and adaptable in the event of any unforeseen and/or changing circumstances. By written agreement, the parties can extend said term.

V. 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 mutually agree upon the completion time of September 30, 2025 for Professional Services under this Agreement.

B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. Upon termination, the CITY, at its sole

discretion, shall only pay for those services satisfactorily rendered. 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 and COUNTY. The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

C. The CITY and ENGINEER each bind itself, its successors and assigns, to the other party of this CONTRACT, in respect to all covenants of this CONTRACT. ENGINEER shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of the PROJECT. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

E. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

VI. 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 toward completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as Exhibit A. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the TRAFFIC ENGINEER.

Overhead shall be limited to the actual audited overhead rates. Salary increases shall be limited to a maximum of five (5) percent per year. Profit will be maintained at ten (10) percent of these costs. When the CITY requires the ENGINEER to stay overnight at a project, the ENGINEER will be reimbursed for actual expenses up to the maximum allowable by State Law. Employees whose vehicles are used for work-related mileage (excluding mileage for commuting) will be compensated at the prevailing Federal mileage rate as approved by the General Services Administration. Out-of-pocket expenses, not to exceed \$100.00, will be paid as direct cost plus ten (10) percent. Purchases over \$100.00 will require written authorization from the CITY and COUNTY.

For performance by the ENGINEER of the services provided for in this CONTRACT, and as full and complete compensation therefore, including all approved expenditures and expenses incurred by the ENGINEER in connection with this CONTRACT, and subject to conformity with all provisions of this CONTRACT, the CITY will pay the ENGINEER as follows:

A. The total compensation to the CONSULTANT for services provided for when performed under this AGREEMENT will be as follows:

1. Direct Salary and Wages – Actual salary and wages paid to personnel while actually engaged in the performance of the work. 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.

2. Expenses – Actual CITY approved expenses associated with direct actual cost paid by the ENGINEER not included in the overhead rates, applicable to services provided under this CONTRACT. Subsistence for personnel engaged for assignments under this CONTRACT at rates payable under State Law. Vehicle mileage for work related mileage at the prevailing Federal mileage rate as approved by the General Services Administration. Other direct cost is allowed at cost plus a ten (10) percent profit, except for the cost of sub-consultants, which is limited to a five (5) percent administrative fee.

3. For work performed out of the ENGINEER'S home or branch office, the ENGINEER'S home office overhead and labor additive rate of 195.57 percent (for Fiscal Year Ending 12-31-2023) shall be applied to direct salary and wages. Home office Facilities Capital Cost of Money (FCCM) rate is 0.97 percent (for Fiscal Year Ending 12-31-2023) of the direct labor and no profit shall be allowed on the said item. Any sub-consultant's overhead and labor additive rate shall not exceed prime consultant's rate. This rate shall be fixed for the life of the CONTRACT unless revised by Supplemental Agreement.

4. Profit at the rate of ten (10) percent applied to direct salary, overhead, and approved expenses, except for the cost of sub-consultants, which is limited to a five (5) percent administrative fee.

5. Any paid overtime shall require prior authorization from the TRAFFIC ENGINEER. Billable overtime is all time worked over Forty Hours each week or holidays observed by the ENGINEER. The hourly overtime rate will be 1.5 times the billable rate. Hours worked on holidays observed in the CITY on the work that is being performed by the ENGINEER will be billable at an hourly rate of 2 times the regular billing rate.

6. The maximum amount payable to the ENGINEER for work provided for under this CONTRACT shall not exceed Three-Hundred Thousand, and no/100 Dollars (\$300,000).

B. Failure to perform professional services shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to CITY for such failure.

C. Certified payroll reports for the personnel actively engaged on work included in this CONTRACT will be furnished with each payment request.

D. Payments to the ENGINEER shall be made not more than monthly. Payment shall be subject to the submission by the ENGINEER of such vouchers or invoices, daily progress reports and

such evidence of performance that the CITY may deem necessary. The original invoice shall be submitted by the ENGINEER to the CITY for review and payment.

- E. The acceptance by the ENGINEER of the final payment will constitute and operate as a release to the CITY of all claims and of any liability of the CITY to the ENGINEER, its representatives and/or assigns for all things done, furnished, or relating to the services rendered by the ENGINEER under, or in connection with this CONTRACT, or any part thereof, provided that no unpaid invoices exist because of extra work required at the request of the CITY.
- F. In the event of termination of this CONTRACT due to failure by the ENGINEER to perform any and/or all 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.

VII. INDEMNITY

INDEMINIFICATION: The ENGINEER shall indemnify and hold harmless CITY, its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a sub-consultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City and/or County except as permissible under §41-9A-3, Alabama Code (1975) or subsequent codifications thereof.

VIII. STANDARD OF PERFORMANCE

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

IX. INSURANCE

- A. For the duration of this Agreement, ENGINEER shall maintain the following minimum amount for each Project:

1. Professional Liability Insurance:

Professional Liability Insurance including design with the limits not less than \$1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

- a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

- b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

- c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:

- a. Comprehensive General Liability (occurrence form), including coverage for products/completed operations, independent contractors, and 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. *If ENGINEER 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 this contract, then automobile coverage is not required.*

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.

B. 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 separately attached to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

1. Waiver of Subrogation—All insurance policies shall be endorsed to waive rights of subrogation in favor of the City of Mobile.
2. Additional Insured - All insurance policies shall be endorsed to name the City of Mobile as an Additional Insured (except Workers' Compensation and Professional Liability, when applicable).
3. Primary Insurance - All insurance policies shall be endorsed to provide that all such insurance policies are primary and non-contributing with any other insurance maintained by the City of Mobile (except Workers' Compensation and Professional Liability, when applicable).
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.

X. SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

XI. NO THIRD-PARTY BENEFIT

Service Provider and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties

XII. NOTICE

Any communication given pursuant to this Agreement will be in writing to the parties as listed below:

City of Mobile:
City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, Alabama 36633-1827

County:
c/o Brad Wittmann, P.E.
Mobile Government Plaza
205 Government Street
Mobile, AL 36644-1600

Engineer:
c/o Elizabeth Johnson, P.E.
Kimley-Horn & Associates, Inc.
20th Street North, Suite 800
Birmingham, AL 35203

XIII. IMMIGRATION COMPLIANCE

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

XIV. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the ENGINEER represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

XV. NON-DISCRIMINATION CLAUSE

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

XVI. 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 is Mobile County, Alabama.

XVII. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: <https://app.e-builder.net>. ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

XVIII. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the parties hereto with respect to the subject matter hereof. This Agreement shall not be altered, modified or amended in whole or in part, except in a writing executed by each of the parties hereto.

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print: _____

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Print: Charles H. Starling, III

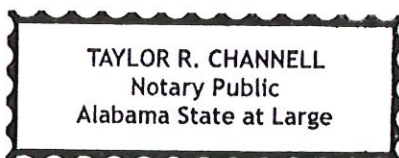
Its: Authorized Agent
Address: 11 N. Water Street RSA Battle House
Suite 9290, Mobile, AL 36602

Telephone: 251-263-8350

STATE OF ALABAMA
CITY OF MOBILE

I, Taylor R. Channell, a Notary Public in and for said State and County, hereby
certify that Charles H. Starling, III, whose name as Authorized agent of
Kimley-Horn and Associates, Inc. is signed to the foregoing conveyance and who are known
to me acknowledged before me on this day, that, being informed of these contents of
the conveyance, he as such officer and with full authority, executed the same voluntary
on the day the same bears date.

Given under my hand and notarial seal on this the 21st day of November, 2024.



Taylor R. Channell
NOTARY PUBLIC

My Commission Expires: Aug 3, 2026

My Commission Expires Aug. 03, 2026

Attachment A

What Agency owns (maintains) the traffic signal?	Responsible consultant	Major	Minor
City_of_Mobile	Kimley Horn	Grelot Rd	Somerby Dr
City_of_Mobile	Kimley Horn	Montlimar Blvd	Michael Blvd
City_of_Mobile	Kimley Horn	Michael Blvd	Downtowner BLvd
City_of_Mobile	Kimley Horn	University Blvd	Morrison Dr
City_of_Mobile	Kimley Horn	University Blvd	Grelot Rd
City_of_Mobile	Kimley Horn	Grelot Rd	Knollwood Dr
City_of_Mobile	Kimley Horn	Hillcrest Rd	Grelot Rd
City_of_Mobile	Kimley Horn	Hillcrest Rd	Omni Park Dr
City_of_Mobile	Kimley Horn	Hillcrest Rd	Wall St
City_of_Mobile	Kimley Horn	Montlimar Blvd	Festival Centre
City_of_Mobile	Kimley Horn	Downtowner Blvd	Midmost Dr
City_of_Mobile	Kimley Horn	Airport Blvd	I65 SB Ramp
City_of_Mobile	Kimley Horn	Airport Blvd	Foreman Rd
City_of_Mobile	Kimley Horn	University Blvd	Lagniappe
City_of_Mobile	Kimley Horn	University Blvd	Bit and Spur Rd
City_of_Mobile	Kimley Horn	Cody Rd	Le Flore Dr
City_of_Mobile	Kimley Horn	Old Shell Rd	Cody Rd
City_of_Mobile	Kimley Horn	Old Shell Rd	Foreman Rd
City_of_Mobile	Kimley Horn	Old Shell Rd	Hillcrest Rd
City_of_Mobile	Kimley Horn	Old Shell Rd	Jaguar Blvd
City_of_Mobile	Kimley Horn	Old Shell Rd	Student Services Dr
City_of_Mobile	Kimley Horn	University Blvd	Old Shell Rd
City_of_Mobile	Kimley Horn	University Blvd	USA Dr
City_of_Mobile	Kimley Horn	University Blvd	William and Mary St
City_of_Mobile	Kimley Horn	University Blvd	USA Dr
City_of_Mobile	Kimley Horn	Old Shell Rd	Ridgelawn Dr
City_of_Mobile	Kimley Horn	Dauphin St	McGregor Ave
City_of_Mobile	Kimley Horn	Springhill Ave	Pfc John O New Dr
City_of_Mobile	Kimley Horn	Ziegler Blvd	Forest Hill Dr
City_of_Mobile	Kimley Horn	Ziegler Blvd	Cody Rd
City_of_Mobile	Kimley Horn	University Blvd	Ziegler Blvd
City_of_Mobile	Kimley Horn	University Blvd	University Blvd Loop
City_of_Mobile	Kimley Horn	University Blvd	Overlook Rd
City_of_Mobile	Kimley Horn	Springhill Ave	McGregor Ave
City_of_Mobile	Kimley Horn	Old Shell Rd	McGregor Ave
City_of_Mobile	Kimley Horn	Springhill Ave	Tuthill Ln
City_of_Mobile	Kimley Horn	Old Shell Rd	Tuthill Ln

City_of_Mobile	Kimley Horn	Old Shell Rd	AM South Access
City_of_Mobile	Kimley Horn	Dauphin St	Springhill Medical Dr
City_of_Mobile	Kimley Horn	Dauphin St	I65 W Service Rd
City_of_Mobile	Kimley Horn	Dauphin St	I65 SB Ramp
City_of_Mobile	Kimley Horn	Dauphin St	Sage Ave
City_of_Mobile	Kimley Horn	Dauphin St	Dauphin Square Conn
City_of_Mobile	Kimley Horn	Dauphin St	Northgate Dr
City_of_Mobile	Kimley Horn	Dauphin St	Springdate Blvd
City_of_Mobile	Kimley Horn	Dauphin St	I65 NB Ramp
City_of_Mobile	Kimley Horn	Airport Blvd	Windsor Dr
City_of_Mobile	Kimley Horn	Grelot Rd	Regency Oaks Dr
City_of_Mobile	Kimley Horn	Airport Blvd	Montlmar Dr
City_of_Mobile	Kimley Horn	Ziegler Blvd	Gaillard Dr
City_of_Mobile	Kimley Horn	Airport Blvd	Mall West
City_of_Mobile	Kimley Horn	Airport Blvd	Azalea Rd
City_of_Mobile	Kimley Horn	Airport Blvd	Bel Air Blvd
City_of_Mobile	Kimley Horn	Airport Blvd	Berwyn Dr
City_of_Mobile	Kimley Horn	Airport Blvd	Cody Rd
City_of_Mobile	Kimley Horn	Airport Blvd	Downtowner Blvd
City_of_Mobile	Kimley Horn	Airport Blvd	General Bullard Blvd
City_of_Mobile	Kimley Horn	Airport Blvd	Hillcrest Rd
City_of_Mobile	Kimley Horn	Airport Blvd	Hillview Rd
City_of_Mobile	Kimley Horn	Airport Blvd	I65 NB Ramp
City_of_Mobile	Kimley Horn	Airport Blvd	McNeil Ave
City_of_Mobile	Kimley Horn	Airport Blvd	Providence Hospital Dr
City_of_Mobile	Kimley Horn	Airport Blvd	Pinemont Dr
City_of_Mobile	Kimley Horn	Airport Blvd	Sage Ave
City_of_Mobile	Kimley Horn	Airport Blvd	Mall East
City_of_Mobile	Kimley Horn	Airport Blvd	University Blvd
City_of_Mobile	Kimley Horn	Azalea Rd	Michael Blvd
City_of_Mobile	Kimley Horn	Azalea Rd	Pleasant Valley Rd
City_of_Mobile	Kimley Horn	Ziegler Blvd	Chalet Dr
City_of_Mobile	Kimley Horn	Cody Rd	Providence Park Dr
City_of_Mobile	Kimley Horn	Dauphin St	Du Rhu Dr
City_of_Mobile	Kimley Horn	Dauphin St	Rimes Rd
City_of_Mobile	Kimley Horn	Old Shell Rd	Mitchell Center Dr
City_of_Mobile	Kimley Horn	Airport Blvd	Schillinger Rd
City_of_Mobile	Kimley Horn	Airport Blvd	Dawes Rd
City_of_Mobile	Kimley Horn	Schillinger Rd	Old Government St
City_of_Mobile	Kimley Horn	Schillinger Rd	Target Access
City_of_Mobile	Kimley Horn	Airport Blvd	Alverson Rd

City_of_Mobile	Kimley Horn	Dawes Rd	Old Government St
City_of_Mobile	Kimley Horn	Schillinger Rd	Old Shell Rd
City_of_Mobile	Kimley Horn	Schillinger Rd	Lowes Access
City_of_Mobile	Kimley Horn	Schillinger Rd	Thomas Rd
City_of_Mobile	Kimley Horn	Schillinger Rd	Zeigler Blvd
City_of_Mobile	Kimley Horn	Three Notch Rd	Bush Ln
City_of_Mobile	Kimley Horn	Three Notch Rd	Old Pascagoula Rd
City_of_Mobile	Kimley Horn	Airport Blvd	Pinebrook Access
City_of_Mobile	Kimley Horn	Airport Blvd	McKenna Ct
City_of_Mobile	Kimley Horn	University Blvd	Walmart Access
City_of_Mobile	Kimley Horn	University Blvd	Campus Quarters
City_of_Mobile	Kimley Horn	University Blvd	Bear Fork Rd
City_of_Mobile	Kimley Horn	Schillinger Rd	Hitt Rd
City_of_Mobile	Kimley Horn	Airport Blvd	Walmart Access
City_of_Mobile	Kimley Horn	Schillinger Rd	Howells Ferry Rd
City_of_Mobile	Kimley Horn	Cottage Hill Rd	McFarland Rd
City_of_Mobile	Kimley Horn	Cottage Hill Rd	Dawes Rd
City_of_Mobile	Kimley Horn	Cottage Hill Rd	Leroy Stevens Rd
City_of_Mobile	Kimley Horn	Cottage Hill Rd	Schillinger Rd
City_of_Mobile	Kimley Horn	Schillinger Rd	Grelot Rd
City_of_Mobile	Kimley Horn	Grelot Rd	Old Dawes Rd
City_of_Mobile	Kimley Horn	Dawes Rd	Leroy Stevens Rd
City_of_Mobile	Kimley Horn	Old Shell Rd	Parkway East
City_of_Mobile	Kimley Horn	Airport Blvd	Mall West
City_of_Mobile	Kimley Horn	University Blvd	Gaillard Dr
City_of_Mobile	Kimley Horn	Old Shell Rd	Alverson Rd
City_of_Mobile	Kimley Horn	Cody Rd	Hitt Rd
City_of_Mobile	Kimley Horn	Cody Rd	Grelot Rd
City_of_Mobile	Kimley Horn	Cottage Hill Rd	Cody Rd
City_of_Mobile	Kimley Horn	Zeigler Blvd	Athey Rd
City_of_Mobile	Kimley Horn	Schillinger Rd	Cottages of Schillinger
Mobile_County	Kimley Horn	Theodore Dawes Rd	SALP Access
Mobile_County	Kimley Horn	Theodore Dawes Rd	Nan Gray Davis Rd
Mobile_County	Kimley Horn	Theodore Dawes Rd	Carol Plantation Rd
Mobile_County	Kimley Horn	Schillinger Rd	Silver Pine Rd
Mobile_County	Kimley Horn	Jeff Hamilton Rd	McFarland Rd
Mobile_County	Kimley Horn	Dawes Rd	Dawes Lake Rd
Mobile_County	Kimley Horn	Three Notch Rd	Gold Mine Rd
Mobile_County	Kimley Horn	McDonald Rd	Theodore Dawes Rd
Mobile_County	Kimley Horn	Schillinger Rd	Theodore Dawes Rd
Mobile_County	Kimley Horn	Schillinger Rd	Three Notch Rd

Mobile_County	Kimley Horn	Three Notch Rd	Sollie Rd
Mobile_County	Kimley Horn	Three Notch Rd	Hillcrest Rd
Mobile_County	Kimley Horn	Three Notch Rd	Carol Plantation Rd
Mobile_County	Kimley Horn	Old Pascagoula Rd	Carol Plantation Rd
Mobile_County	Kimley Horn	Theodore Dawes Rd	Old Pascagoula Rd
Mobile_County	Kimley Horn	Theodore Dawes Rd	Spanish Trail Ct
Mobile_County	Kimley Horn	McDonald Rd	Old Pascagoula Rd
Mobile_County	Kimley Horn	CR-39	County Farm Rd
Mobile_County	Kimley Horn	Padgett Switch Rd	Half Mile Rd
Mobile_County	Kimley Horn	Airport Blvd	Air Terminal Dr
Mobile_County	Kimley Horn	Airport Blvd	Flave Pierce Rd
Mobile_County	Kimley Horn	Airport Blvd	Snow Rd
Mobile_County	Kimley Horn	Snow Rd	Tanner Williams Rd
Mobile_County	Kimley Horn	Tanner Williams Rd	Hubert Pierce Rd
Mobile_County	Kimley Horn	Zeigler Blvd	Tanner Williams Rd
Mobile_County	Kimley Horn	Tanner Williams Rd	Mariner Dr
Mobile_County	Kimley Horn	Howells Ferry Rd	Snow Rd
Mobile_County	Kimley Horn	Snow Rd	Wulff Rd
Mobile_County	Kimley Horn	Snow Rd	Nursery Rd
Mobile_County	Kimley Horn	McCrary Rd	Spice Pond Rd
Mobile_County	Kimley Horn	Tanner Williams Rd	Eliza Jordan Rd
Mobile_County	Kimley Horn	Airport Blvd	Eliza Jordan Rd

Exhibit A – Fee Estimate

On-Call Services	Scope of Work Project Length	RTOP Expansion - City of Mobile/Mobile County				
		Mobile				
		City of Mobile and Mobile County RTOP support				
		Signal timing and operations				
		0.00 Miles				
Consultant Kimley-Horn						
TRAFFIC SIGNAL TIMING PLAN DEVELOPMENT		Sr. Engineer	Engineer II	Engineer I	Engineering Tech	QA/QC
Task 1 - Kick-Off Meeting and Stakeholder Engagement						
1A Kick-Off Meeting and Stakeholder Engagement		1.00	2.00	2.00	2.00	1.00
Task 2 - Centracs and Synchro Database Management						
2A - Centracs Database Management		1.00	2.00	2.00	2.00	1.00
2B - Synchro Model Management		1.00	1.50	2.50	2.50	1.00
Task 3 - Grid Analysis						
3A - Data Collection/Field Observations		1.00	2.00	2.50	2.50	1.00
3B - Grid Analysis		2.00	4.00	3.00	3.00	1.00
3C - Field Fine-Tuning		4.00	4.00	4.00	4.00	1.00
Task 4 - Time of Day Improvements During Off-Peak						
4A - Field Observations		1.00	2.00	2.00	2.00	1.00
4B - Plan Development		1.00	2.00	2.00	2.00	1.00
4C - Field Fine-Tuning		4.00	4.00	4.00	4.00	1.00
Task 5 - Event Management Planning, Operations, and Timing Concept Development						
5A - Event Planning		2.00	4.00	2.00	2.00	1.00
5B - Event Operations		2.00	6.00	2.00	2.00	1.00
5C - Event Timing Plans Development		2.00	4.00	2.00	2.00	1.00
Task 6 - Traffic Responsive (TR) Development and Support						
6A - Threshold Development		2.00	6.00	3.00	3.00	1.00
6B - Plan Schedule		2.00	6.00	3.00	3.00	1.00
6C - Effectiveness of Evaluation		2.00	4.00	3.00	3.00	1.00
Task 7 - In-Person Quarterly Corridor Performance Evals						
7A - Performance Evals		6.00	6.00	6.00	6.00	1.00
Task 1-7 Totals		34.00	59.50	45.00	45.00	16.00
TOTALS		34.00	59.50	45.00	45.00	16.00

Project No.	RTOP Expansion - City of Mobile/Mobile County		
County	Mobile		
Description	City of Mobile and Mobile County RTOP support		
Scope of Work	Signal timing and operations		
Project Length	Miles		
Consultant Kimley-Horn			
Fee Proposal (Corridor Study)			
PERSONNEL COST			
	Man-days x Daily Rate		
Project Manager (10% of Eng. Personnel)	19.95	\$ 420.48	\$ 8,388.58
Sr. Engineer	34.00	\$ 549.28	\$ 18,675.52
Engineer II	59.50	\$ 420.48	\$ 25,018.56
Engineer I	45.00	\$ 298.08	\$ 13,413.60
Engineering Technician/CADD	45.00	\$ 283.52	\$ 12,758.40
QA/QC	16.00	\$ 549.28	\$ 8,788.48
Total Direct Labor			\$ 87,043.14
Combined Overhead (%)	195.57		\$ 170,230.27
Out-of-Pocket Expenses**			\$ 15,035.00
Sub-Total			\$ 272,308.41
Operating Margin (10%)			\$ 27,230.84
Sub-Total			\$ 299,539.25
SUB-CONSULTANTS (attach man-day & fee FROM each sub-consultant; show total fee for each here)			
Traffic Data Collection			\$ -
Subconsultant Administration Expense (5%)			\$ -
Sub-Total			\$ 299,539.25
Facilities Capital Cost of Money (% of Direct Labor)	0.45		\$ 391.69
TOTAL FEE			\$ 299,930.94

**See Grand Total Fee sheet

Project No.	RTOP Expansion - City of Mobile/Mobile County			
County	Mobile			
Description	City of Mobile and Mobile County RTOP support			
Scope of Work	Signal timing and operations			
Project Length	Miles			
Consultant Kimley-Horn				
Out-of-pocket Expenses (Corridor Study)				
TRAVEL COST				
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total
Site Visit	30	50	\$0.670	\$ 1,005.00
Site Visit	15	600	\$0.670	\$ 6,030.00
Total Mileage Cost				\$ 7,035.00
Subsistence Cost	Days	# People	\$/Day	Total
Travel allowance (6 hour trips)			\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)			\$20.00	\$ -
Travel allowance (12 hour trips)			\$30.00	\$ -
Travel allowance (overnight)***	40	2	\$100.00	\$ 8,000.00
Travel allowance (rental cars)			\$50.00	\$ -
Total Subsistence Cost				\$ 8,000.00
Total Travel Cost				\$ 15,035.00
Communication Cost (telephone, fax, etc.)				Total
				\$ -
Postage Cost (overnight, stamps, etc.)				Total
				\$ -
Other (provide description on next line)				Total
Total Out-of-pocket Expenses				\$ 15,035.00
Comments:				

***You must have ALDOT approval for ANY overnight trips of less than 100 miles.

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized 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 change order will be on file in the office of the City Clerk.

Name of Company: Kimley-Horn and Associates, Inc.

City of Mobile Project Name: Congestion Management Program City of Mobile Arterial
Management Project

Capital Project No.: G-STPM4925

Contract Amount: \$300,000.00

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

C#5295

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: Arthur R. Outlaw Convention Center - Mechanical Improvements

CAPITAL PROJECT #: F717-001 (20002000-42200)

CONTRACT AMOUNT: \$48,000.00 DATE OF
RECEIPT: 2/13/2025

ARCHITECTURAL ENGINEERING PROJECT #: CN-015-25

PROJECT DESCRIPTION: DESIGN AND CONSULTING FOR MECHANICAL
UPGRADES

VENDOR NAME: R J SMITH MECHANICAL CONSULTANT INC

VENDOR NUMBER: 296936

DEPT #: 3032 DEPT NAME: ARCHITECTURAL
ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Dept. Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ____ **N X** ; 5% of the 1st 50%
____ or
If different, indicate special
rate _____

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

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

Prepared by: *Emma Dean* – Office Assistant II Date: 02/12/2025



AGENDA ITEM SUMMARY SHEET

Agenda of: February 18, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Stimpson, Mayor

William Carroll, Councilmember

Purpose and Scope of Project:

Design And Consulting For Mechanical Replacement

Amount of Contract:

\$48,000.00

Funding Source

F717-001 CONVENTION CENTER MECHANICAL IMPRV (20002000 -42200)

ATTACHMENTS:

1. CAP-00001 - R J SMITH MECHANICAL CONSULTANT INCConsultantCAP - 00001 - - Executed Contract

REVIEWERS:

Emma Dean

Carleen Stout

Brenda Rhodes

Chris Kern

James Barber

RESOLUTION

2025

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, an Agreement, 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: R. J. Smith Mechanical Consultant, Inc.
dba: Smith Mechanical Consulting and Design

Project Name: Arthur R. Outlaw Convention Center - Mechanical Improvements

Project Number: CN-015-25

Amount: \$48,000.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Arthur R. Outlaw Convention Center - Mechanical Improvements

CAPITAL PROJECT #: F717-001 (20002000-42200)

CONTRACT AMOUNT: \$48,000.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: CN-015-25

PROJECT DESCRIPTION: DESIGN AND CONSULTING FOR MECHANICAL UPGRADES

VENDOR NAME: R J SMITH MECHANICAL CONSULTANT INC

VENDOR NUMBER: 296936

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Dept. Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y N X ; 5% of the 1st 50% or
If different, indicate special rate _____

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

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

Prepared by: Emma Dean – Office Assistant II Date: 02/12/2025



02.06.2025

04:48PM

Dear Council Members:

Attached to this memo is an agreement between the R J SMITH MECHANICAL CONSULTANT INC and the City of Mobile, for the project titled "Arthur R. Outlaw Convention Center - Mechanical Improvements" in the amount of \$48,000.00.

We look forward to continued communication on this important project. Please call me at 2512087812 or email me at roger.washington@cityofmobile.org with questions or concerns.

Respectfully,

Washington, Jr, Roger

Architectural Engineer
Architectural Engineering
2512087812

Information on this project is follows:

Commitment Type:	Consultant
Department:	Architectural Engineering
Fiscal Year:	2025
District:	

CITY OF MOBILE
AGREEMENT BETWEEN OWNER AND CONSULTANT
FOR A STIPULATED SUM (HEREINAFTER “AGREEMENT”)



This Agreement made and entered into this _____.

BETWEEN the Owner: CITY OF MOBILE
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633

And the Consultant: R. J. Smith Mechanical Consultant, Inc.
dba: Smith Mechanical Consulting and Design
61 St. Joseph Street
Suite 1100
Mobile AL 36602

City of Mobile Business License No.: 111597

Secretary of State Registration No.: 000-542-407

For the following Project: Arthur R. Outlaw Convention Center - Mechanical Improvements
1 South Water Street
Mobile, Alabama 36602

Project Number: CN-015-25

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 Forty Eight Thousand AND 00/100 DOLLARS (\$48,000.00).
- 1.1.2 The Consultant’s services shall be as stated in the attached Fee Proposal dated January 29, 2025, respectively.
- 1.1.3 The Consultant shall provide professional services as set forth in this Agreement. The Consultant represents that it is properly licensed in the jurisdiction where the project is located to provide services required by this Agreement, or shall cause such services to be performed by appropriately licensed professionals. As a licensed professional the Consultant shall affix to all appropriate documents his or her “Professional Seal”.
- 1.1.4 If Additional Services are required due to circumstances beyond the Consultant’s control, the Consultant shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Consultant’s notice shall include a description of the circumstances justifying the “Additional Services” and a proposal to provide the Services.

2.1 OWNER/CONSULTANT REPRESENTATIVES

2.1.1 The Owner Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Consultant is the Owner Representative.

2.1.2 CONSULTANT IN CHARGE

Firm Name: R. J. Smith Mechanical Consultant, Inc.
Address: 61 St. Joseph Street Suite 1100 Mobile AL 36602
Phone Number: 251-402-1364
Email address: roger@smitheng.us
Name: Roger Smith, PE
License No: PE24744

3.1 GENERAL REQUIREMENTS

3.1.1 The Consultant shall deliver the Work complete within Forty-Five (45) calendar days from the date of the Written Notice to Proceed. Deliverables shall be Electronic Digital Form files for all documents, Word format documents and drawings, and other applicable documents.

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

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

3.1.4 INDEMNIFICATION

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

3.1.5 STANDARD OF PERFORMANCE

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

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

3.1.7 The Consultant shall maintain insurance in accordance with Section 4.1, Insurance. If the Certificate of Insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence Consultant's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement.

3.1.8 Payments will be made to the Consultant in accordance with the attached Consultant's Proposal dated January 29, 2025.

4.1 INSURANCE

For the term of this Agreement, Consultant shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, *which such insurance shall be endorsed to name the City of Mobile as an additional insured*, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability

Regardless of any "minimum requirements" of the State of Alabama, Consultant shall obtain Workers' Compensation insurance covering all workers involved in the Project and Employer's Liability insurance. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy.

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
2. Employer's Liability with limits of not less than:
Bodily Injury by Accident \$1,000,000 Each Accident
Bodily Injury by Disease \$1,000,000 Policy Limit
Bodily Injury by Disease \$1,000,000 Each Employee
3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. Commercial General Liability Insurance

Consultant shall also obtain Commercial General Liability coverage (occurrence form) including coverage for products/completed operations, independent Consultants, and blanket contractual liability, specifically covering the obligations assumed by Consultant with the following minimums:

1. \$1,000,000 Each Occurrence (combined single limit for bodily injury and property damage)

2. \$2,000,000 Products/Completed Operations aggregate
3. \$1,000,000 Personal and Advertising Injury per person/organization
4. \$2,000,000 General Aggregate Limit per Project

C. Automobile Liability Insurance

Consultant shall also obtain a minimum of \$1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(If Consultant does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)*

D. Commercial Umbrella Liability Insurance

Consultant shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. Umbrella limits shall be at least \$2,000,000 per line of coverage.

E. Professional Liability Insurance

1. Projects \$0 - \$1,000,000 \$1,000,000/\$2,000,000 annual aggregate
2. Projects over \$1,000,000 to be determined by Owner

F. Certificates of Insurance

The standard ACORD format shall be provided. The policy endorsements listed in this section are required and must be listed in the "Description of Operations" box on the Certificate of Liability Insurance or listed **separately** on an attachment to the Certificate of Insurance (*ACORD 101, Additional Remarks Schedule*).

Consultant and/or any Subconsultants shall provide City of Mobile with valid certificates of insurance (standard ACORD format) within ten (10) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Consultant/Subconsultant's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self-Insured Retentions for each policy shall not exceed \$5,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Consultant shall ensure that each Subconsultant complies with the terms of this Section.

G. Additional Insureds

These liability policies shall endorse City of Mobile as an **Additional Insured**. Coverage for City of Mobile and their officers, directors, and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to

"liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the Consultant, Owner et al. as an additional insured. Additionally, Consultant agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

City of Mobile
P.O. Box 1827
Mobile, AL 36633

H. Insurance Requirement for Subconsultants

Consultant shall ensure that its Subconsultants of any tier shall procure and maintain insurance that complies with the requirements set forth in this Agreement, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the Subconsultants entering the site.

I. Cancellation

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Consultant/Subconsultant shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

J. Waiver of Subrogation

Consultant shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Consultant shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

K. Professional Errors and Omissions

If "Professional" services are rendered in this service contract, then minimum coverage limits of \$1,000,000 each claim and Policy Aggregate, an Extended Discovery period to apply for at least two (2) years after Consultant's work is accepted by City of Mobile and a

deductible not to exceed \$10,000, for which Consultant will remain solely responsible for, shall apply. OPTION- If the Self-Insured Retention (SIR) exceeds \$10,000, then City of Mobile shall have the right to review the Consultant's most recent Audited financial statement.

"Claims-made" policies shall carry a retroactive date prior to the effective date of this project. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, or any other circumstance that triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this project, then Consultant shall purchase a SERP with a minimum reporting period of not less than two (2) years. The requirement to purchase a SERP shall not relieve the Consultant of the obligation to provide replacement coverage.

5.1 CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Consultant's Proposal as accepted by the City, and other documents listed in the Agreement, all of which form the Contract and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement);
2. Consultant Proposal, dated January 29, 2025;
3. Certificate of Insurance with Endorsements;
4. State of Alabama Business Entity Record; and
5. E-Verify Enrollment Documentation.

5.2 TERMINATION OF CONTRACT

The Owner or Consultant may terminate the contract upon thirty (30) days written notice. Notice from the Owner shall be mailed to the address provided by the Consultant on this form. Notice to the City shall be addressed to the Architectural Engineering Department, 205 Government Street, 5th Floor South Tower, Mobile, Alabama 36633. The City shall not be liable for payment to the Consultant for lost profit or damages as the result of its termination of the contract.

6.1 DISPUTE RESOLUTION

- A. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.
- B. This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

7.1 NON-DISCRIMINATION

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

under contract be awarded to socially and economically disadvantaged individuals and business entities.

- B. Consultants shall abide by provisions of Mobile Ordinances No. 02-050 which prohibits discrimination in employment by Consultants and Sub-Consultants performing work for the City of Mobile.

8.1 IMMIGRATION LAWS

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

9.1 NON-ASSIGNMENT

Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

10.1 FORCE MAJEURE

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

11.1 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

By signing this contract, the Consultant further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

12.1 SEVERABILITY CLAUSE

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

13.1 NON-AGENCY CLAUSE

Consultant, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Consultant in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Consultant. City does not and will not assume any

responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Consultant shall be wholly responsible, therefore.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with fully authority and the Consultant by such duly authorized officers or individuals as may be required by law.

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

OWNER: **City of Mobile**

Legal Name of Party to Contract:

CONSULTANT: R. J. Smith Mechanical Consultant, Inc.
dba: Smith Mechanical Consulting and Design

Signature

William S. Stimpson, Mayor
Printed Name and Title


Signature

Roger Smith, PE, Principal
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: **City of Mobile**

City Clerk

Contractor:

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Roger Smith, PE as Principal of R. J. Smith Mechanical Consultant, 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 31 day of Jan.
20 25.



NOTARY PUBLIC

My Commission Expires: _____

Notary Public
Alabama State At Large
My Commission Expires 10/26/26





January 29, 2025

Roger Washington
Architectural Engineer
City of Mobile
Architectural Engineering Department
P O Box 1827
Mobile AL 36633

RE: City of Mobile – Convention Center Chiller Replacement

Roger,

We are pleased to propose our professional engineering services for the referenced projects to include the following scope of work based on our correspondence with you regarding the project. If the scope of work changes, the fees indicated below shall be reevaluated:

Provide mechanical and electrical design services for the replacement of one of the three chillers serving the Convention Center with the used chiller being removed from the Civic Center. Included in this design is the relocation of one existing chiller to allow for the installation of the chiller coming from the Civic Center. The fee also includes the associated electrical design to compliment the new installation.

Engineering Fee for Design, and Construction Documents:

Mechanical & Electrical Design Fee:	\$43,200.00
Construction Administration:	\$4,800.00
Total Design Fee:	\$48,000.00

The following services can be assumed to be included in the above proposed lump-sum fee:

- Preparation of new work construction documents in accordance with the above described scope of work. Plans with construction notes and specifications on the drawings shall be complete for bidding, permitting, and construction; plans will be signed and sealed by a professional engineer licensed in the state of Alabama. The proposal includes review of shop drawings, weekly site inspections during construction, and a final inspection.

Unless explicitly indicated otherwise, the following services are NOT included in the above lump-sum fees:

- Any meetings or Construction Administration (see Additional Services Proposed) including construction site inspections, contractor invoice review, and contractor correspondence during construction.
- Any additional insurance required by the City of Mobile.

Smith Mechanical Consulting and Design
61 St. Joseph Street
Suite 1100
Mobile AL 36602
251-402-1364



- Bidding of the project.
- LEED design.
- Commissioning.
- Fire Alarm design.
- Fire Sprinkler design.
- Plumbing design.
- Major scope of work changes during design or construction due to discovery of unknown conditions or due to Owner request.

Additional Services Proposed:

- Construction Administration (CA) services to include construction site inspections:

Construction Site Inspections:..... Hourly Basis at \$150.00/hour.

The fee amounts in this professional proposal shall be valid for a period of thirty (30) days from the date of the proposal until the date on which a Contract is entered into; this period may also be extended by a statement in writing as requested.

Authorization to Proceed:

Smith Mechanical Consulting and Design
61 St. Joseph Street
Suite 1100
Mobile AL 36602
251-402-1364



Smith Mechanical
Consulting & Design

Should you find this proposal acceptable as described above please sign this proposal and return in its entirety to our office. When we are in receipt of the signed fee proposal we will assume this as notice to proceed with services as described above for the referenced projects. It is expected the design work indicated in this proposal will take approximately 90 days to complete.

Signature: _____ Date: _____

Title: _____

Organization: _____

Acknowledge Total Amount of Contract: \$ _____

If you have any questions please do not hesitate to call or email us if we may be of further assistance in your evaluation and preparation of the referenced project.

R. J. Smith Mechanical Consultant, Inc.

dba: Smith Mechanical Consulting and Design

Roger Smith, PE
Principal

Smith Mechanical Consulting and Design
61 St. Joseph Street
Suite 1100
Mobile AL 36602
251-402-1364



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

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

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

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

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

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



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	R. J. SMITH MECHANICAL CONSULTANT INC.
Address	61 SAINT JOSEPH STREET SUITE 1100 MOBILE, AL 36602
Telephone	251-402-1364
E-Mail	roger@smitheng.us

RFP/RFQ Solicitation Number	CN-015-25
Project Description	ARTHUR R. OUTLAW CONVENTION CENTER - MECHANICAL IMPROVEMENTS
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>2</u> Female <u>2</u> Minority <u> </u> Non-minority <u> </u> SDVO <u> </u>
Total # of Employees	<u>2</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: ROGER SMITH
Signature:  Date: 1-31-2025
Title: OWNER

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

Name: ROGER SMITH Title: OWNER
Email: roger@smitheng.us Phone: 251-402-1364



CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd)

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

— Environmental Consultant, Inc

Please Print Company R.J. SMITH MECHANICAL CONSULTANT, INC Your Bid/Proposal Amount \$ A6900.⁰⁰ =

Date:

2 / 3	2025	Description: ARTHUR R. OUTLAND CONVENTION CENTER - MECHANICAL IMPROVEMENTS
-------	------	--

Name of Bidder/Proposer: ROGER SMITH

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

[illegible]



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: R.J. SMITH MECHANICAL CONSULTANT, INC.

Contact Person: ROGER SMITH Phone 251-402-1364 Email roger@smitheng.us

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.)
	✓	ADVERTISEMENTS: 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.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, 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 Section 2(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. _____



R J SMITH MECHANICAL CONSULTANT INC	
Entity ID Number	000-542-407
Entity Type	Domestic Corporation
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	02/01/2019
Registered Agent Name	SMITH, ROGER J
Registered Office Street Address	7150 CHARLANDA CT MOBILE, AL 36695
Registered Office Mailing Address	7150 CHARLANDA CT MOBILE, AL 36695
Nature of Business	ANY OR ALL LAWFUL BUSINESS
Capital Authorized	1000 @ \$1.00 PV
Capital Paid In	
Directors	
Director Name	SMITH, ROGER J
Director Street Address	7150 CHARLANDA CT MOBILE, AL 36695
Director Mailing Address	7150 CHARLANDA CT MOBILE, AL 36695
Incorporators	
Incorporator Name	SMITH, ROGER J
Incorporator Street Address	7150 CHARLANDA CT MOBILE, AL 36695
Incorporator Mailing Address	7150 CHARLANDA CT MOBILE, AL 36695
Annual Reports	
Report Year	2020 2021 2022 2023
Transactions	
Transaction Date	02/11/2019
Miscellaneous Filing Entry	New Entity Effective 02-01-2019 12:19
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	02/11/2019 Certificate of Formation 2 pgs.

Browse Results

New Search



Company ID Number: 1456341

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	R. J. Smith Mechanical Consultant Inc.
Company Facility Address	61 Saint Joseph Street Suite 1100 Mobile, AL 36602
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	833380982
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)



Company ID Number: 1456341

Approved by:

Employer R. J. Smith Mechanical Consultant Inc.	
Name (Please Type or Print) Roger J Smith	Title
Signature Electronically Signed	Date 10/03/2019
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 10/04/2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/06/2025

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 BIBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME:	
	PHONE (A/C, No, Ext): 844-472-0967	FAX (A/C, No): 203-654-3613
INSURED R J Smith Mechanical Consultant, Inc Smith Mechanical Consulting and Design 61 Saint Joseph St Ste 1100 Mobile, AL 36602-3510	E-MAIL ADDRESS: customerservice@biBERK.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Berkshire Hathaway Direct Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		
NAIC #		
10391		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	☐ ANY AUTO						BODILY INJURY (Per person)
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB						EACH OCCURRENCE
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE
	DED ☐ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT
A	Professional Liability (Errors & Omissions): Claims-Made	X		N9PL412181	12/14/2024	12/14/2025	Per Occurrence/Aggregate
							\$1,000,000/\$2,000,000

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

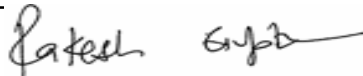
Additional Named Insured: Smith Mechanical Consulting and Design

Project name- Arthur R Outlaw Convention Center-Mechanical Improvements

Project Number- CN-015-25

City of Mobile is listed as additional insured as it pertains to professional liability (see endorsement attached)

CERTIFICATE HOLDER CANCELLATION

City of Mobile 205 Government Street Mobile, AL 36633	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

Miscellaneous Professional Liability Insurance Policy

SECTION V – DEFINITIONS, Section M. “Insured”
of the policy is amended to add the following:

The Additional Insured stated below, but only for liability arising solely out of **Wrongful Acts** in the performance of **Insured Services** by the **Named Insured** or the **Individual Insureds**:

City of Mobile

It is also agreed the policy does not apply to any **Claim** which includes allegations or facts indicating actual or alleged independent or direct liability on the part of an Additional Insured.

All other terms and conditions of this policy remain unchanged.



1949 E. SUNSHINE
SPRINGFIELD, MISSOURI 65899-0001
(417) 887-0220
www.AmericanNational.com

AMERICAN NATIONAL PROPERTY AND CASUALTY CO

POLICY NUMBER
01-A-3925L1-6
POLICY TERM
11-30-2024 TO 05-30-2025
AND SUBSEQUENT RENEWALS.

THIS FAMILY AUTOMOBILE RENEWAL DECLARATION REPLACES
ALL PRIOR DECLARATIONS, IF ANY, AND WITH POLICY
PROVISIONS AND ANY ENDORSEMENTS ISSUED TO FORM A PART
THEREOF COMPLETES THIS POLICY.

NAMED INSURED AND ADDRESS

SMITH, ROGER J & CYNTHIA R
7150 CHARLANDA CT
MOBILE AL 36695-3079

RATING ADDRESS:
7150 CHARLANDA CT
MOBILE AL 36695-3079

AGENT: A0646-P 1-007
THE KNOTTS AGENCY
1212 MONTLIMAR DR STE A
MOBILE AL 36609-1711

FOR CUSTOMER SERVICE:
251-345-0865

DESCRIPTION OF INSURED PROPERTY

RATED				
VEH	DR	DESCRIPTION	ID NUMBER	TYPE
1	3	2012 FOR F250 CREW CAB	1FT7W2BT5CEC17499	PICKUP
2	0	1997 JEE WRANGLER SAHA	1J4FY49S1VP478063	AUTO

RATING INFORMATION, COVERAGES, PREMIUMS, AND LIMITS OF LIABILITY

INSURANCE IS PROVIDED ONLY WITH RESPECT TO THOSE OF THE FOLLOWING COVERAGES WHICH ARE INDICATED BY A SPECIFIC LIMIT OF LIABILITY AND/OR PREMIUM APPLICABLE THERETO.

VEHICLE	12 FOR F250 CREW C	97 JEE WRANGLER SA
BODILY INJURY LIABILITY	\$451.00	\$286.00
LIMIT PER PERSON/OCCURRENCE	1MILLION/1MILLION	1MILLION/1MILLION
PROPERTY DAMAGE LIABILITY	\$255.00	\$158.00
LIMIT PER OCCURRENCE	100,000	100,000
MEDICAL PAYMENTS	\$5.00	\$6.00
LIMIT PER PERSON	2,000	2,000
UNINSURED MOTORIST	\$30.00	\$51.00
LIMIT PER PERSON/ACCIDENT	25,000/50,000	25,000/50,000
COMPREHENSIVE	\$85.00	NO COVERAGE
DEDUCTIBLE	1,000	
ADDED COVERAGE ENDORSEMENT	NO	NO
LIMIT OF CUSTOMIZED EQUIPMENT	2,000	NO
COLLISION	\$191.00	NO COVERAGE
DEDUCTIBLE	1,000	
ADDED COVERAGE ENDORSEMENT	NO	NO
LIMIT OF CUSTOMIZED EQUIPMENT	2,000	NO
ROADSIDE ASST/WINDSHIELD REPAIR	\$8.00	\$8.00
REIMBURSEMENT OF RENTAL EXPENSE	INCLUDED	
LIMIT PER DAY/AGGREGATE	25/750	
TOTAL	\$1,025.00	\$509.00

IMPORTANT NOTICE: THIS POLICY REDUCES THE APPLICABLE LIMITS FOR BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY COVERAGES SHOWN ON THIS DECLARATIONS PAGE TO THE LEGALLY REQUIRED MINIMUM FINANCIAL RESPONSIBILITY LIMITS IN THE STATE WHEN AN INSURED VEHICLE IS OPERATED BY ANYONE OTHER THAN YOU, OR A RELATIVE, OR A PERSON LISTED ON THE DECLARATIONS AS AN OPERATOR.

	VEHICLES	ENDORSEMENTS	TAX/FEE	TOTAL PREMIUM	THE KNOTTS AGENCY
TOTAL PREMIUMS	\$1,534.00	\$0.00	\$0.00	\$1,534.00	AUTHORIZED REPRESENTATIVE
DATE PRINTED	10-25-2024	THIS IS NOT A BILL.		SEE DECLARATION SECTION II FOR ADDITIONAL INFORMATION SEE REVERSE SIDE FOR IMPORTANT INFORMATION	

SM-484 (1-06)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 18, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Authorize the Mayor to apply, accept and receive from the Federal Emergency Management Agency (FEMA), grant assistance in the amount of \$450,000.00 in support of the Flood Mitigation Assistance (FMA) program. There is a 25% match requirement.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. RESOLUTION-fma

REVIEWERS:

Kelsi Tippery
Randy Threadgill
Laura Angle
Chris Kern
James Barber

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the Federal Emergency Management Agency (FEMA), grant assistance in the amount of \$450,000.00 in support of the Flood Mitigation Assistance (FMA) program. There is a 25% match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the Federal Emergency Management Agency (FEMA) Flood Mitigation Assistance Program. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 18, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Settlement and Release of Claims - Rodney Grace

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Grace .Resolution.Settlement

REVIEWERS:

Patricia Primm

Chris Kern

James Barber

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 Rodney Grace, 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



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 18, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Settlement Agreement and Release of Claims - Kamrey Marchand

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Marchand .Resolution.Settlement

REVIEWERS:

Patricia Primm

Chris Kern

James Barber

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 Kamrey Marchand, 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



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 18, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt
Ricardo Woods, City Attorney

Sponsored by:

William Carroll, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:

Authorize contract with TBD_____ for construction of new Mobile Arena for \$_____.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Capital Contract Summary Sheet
2. Mobile Arena Construction Contract_BL Harbert
3. BL Harbert Resolution

REVIEWERS:

Stacey Howard
Carleen Stout
Chris Kern
James Barber

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Mobile Arena Construction

CAPITAL PROJECT # C0976 DATE OF RECEIPT _____

DEPT. PROJECT # CC-034A-22

PROJECT DESCRIPTION Construction of a three levels sports and multi-use
entertainment facility to replace the former Mobile Civic Center

CONTRACT AMOUNT _____

VENDOR NAME _____

VENDOR NUMBER _____

DEPT # 3038 DEPT NAME Real Estate

CONTRACT ADMINISTRATOR Carleen Stout - Deputy Director REAM

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 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: Stacey Howard Date 2-13-25

Revised 5/16/2022 Tiffany Hollins



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)

B.L. Harbert International, LLC
820 Shades Creek Parkway, Suite 3000
Birmingham, AL 35209

City of Mobile Business License Number: 99408
Secretary of State Registration Number: 25697

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

Mobile Arena Construction
401 Civic Center Drive
Mobile, AL 36602
Project Number CC-034A-22

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

Goodwyn Mills Cawood
11 North Water Street
Mobile, AL 36602

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
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
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6	DISPUTE RESOLUTION
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9	ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Paragraphs deleted)

No later than Fourteen (14) calendar days from the date of Contract award and as 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 Contract award.

§ 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:

Not later than Six Hundred Forty-two (642) calendar days from the date of Contract Award.

(Table deleted)

(Paragraph deleted)

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§ 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.

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 Two Hundred Thirty-Seven Million Four Hundred Forty-Seven Thousand 00/100 Dollars (\$ 237,447,000.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	\$218,540,000.00
Contingency Allowance:	\$15,000,000.00
Mural Reinstallation Allowance	\$500,000.00
Sprinkler System Above Arena Floor Allowance	\$200,000.00
Alternates	\$3,207,000.00
Total Bid:	\$237,447,000.00

§ 4.2 Alternates

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

Item	Price
Alternate 1 (Cancelled)	N/A
Alternate 2 - Southwest Balcony Add	\$198,000.00
Alternate 3 - Northeast Balcony Add	\$245,000.00
Alternate 4 - High Screen Architectural Color Lighting Add	\$338,000.00
Alternate 5 - Eslava Exterior Streetscape	\$376,000.00
Alternate 6 - S. Hamilton Exterior Streetscape	\$285,000.00
Alternate 7 - Home Hockey Locker Room Fit-Out	\$1,465,000.00
Alternate 8 - Team Store Fit out	\$150,000.00
Alternate 9 - Color Tuning Sports Lighting	\$150,000.00
Alternate 10 (Cancelled)	N/A

(Table deleted)

(Paragraphs deleted)

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

(Row deleted)

Contingency	\$15,000,000.00
Mural Reinstallation	\$500,000.00
Sprinkler System Above Arena Floor	\$200,000.00

- 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:

(Paragraph deleted)

Item	Units and Limitations	Price per Unit (\$0.00)
1. NONE		

§ 4.5 Liquidated damages:

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A time charge equal to Five Thousand and 00/100 Dollars (\$5,000.00) per calendar day will be made against the Contractor for each calendar day following the date specified for the Substantial Completion of the Work continuing until the issuance of a Certificate of Substantial Completion by the Owner, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified;
- .3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

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

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Paragraph deleted)

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

(Paragraphs deleted)

§ 5.1.7.2

(Paragraphs deleted)

Except as set forth in this Section 5.1.7.2, 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.

(Paragraphs deleted)

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

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

§ 5.2 Final Payment

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

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

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

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

- Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
 - a.) Contractor's Release or Waiver of Liens
 - b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
- Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
- Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
- Any additional close out requirements per the contract documents; and
- Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the

contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p. 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

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 (Contractor) has completed the contract for 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.

Sam Matheny, Program Manager, Volkert Inc.
11 N Water Street, Suite 18290
Mobile, Alabama 36602
Sam.matheny@volkert.com

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

(Paragraph deleted)

☒ [X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

(Paragraphs deleted)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

Sam Matheny, Program Manager, Volkert Inc.
11 N Water Street, Suite 18290
Mobile, Alabama 36602
Sam.matheny@volkert.com

§ 8.3 The Contractor's representative:

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

Johnny Garlington
President
B.L. Harbert International, LLC
820 Shades Creek Parkway, Suite 3000
Birmingham, AL 35209
205-802-2800

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:

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

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

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

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

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User Notes:

- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:
- | | | |
|----|---------------------------|---------------------------|
| A. | Bodily Injury by Accident | \$1,000,000 each accident |
| B. | Bodily Injury by Disease | \$1,000,000 each employee |
| C. | Bodily Injury by Disease | \$1,000,000 each policy |
- .3 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 |
| B. | Property Damage | \$1,000,000 each occurrence |
| C. | Bodily Injury and Property Damage | \$1,000,000 each occurrence; or |
| | | \$1,000,000 combined single limit |
- .4 Such comprehensive policy shall include the following:
- | | | |
|----|---|-------------------|
| A. | All liability of the Contractor, for the Contractor's Direct Operations. | |
| B. | Subcontractor's Operations. | |
| C. | Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract. | |
| D. | General Aggregate Limit 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. |
- .5 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:
- | | | |
|----|-----------------------------------|-----------------------------------|
| A. | Bodily Injury | \$1,000,000 each person |
| | | \$1,000,000 each occurrence |
| B. | Property damage | \$1,000,000 each occurrence; or, |
| C. | Bodily Injury and Property damage | \$1,000,000 combined single limit |
- .6 Umbrella/Excess Liability: \$2,000,000 combined single limit each occurrence for bodily injury and/or property damage
- .7 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

- .8 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- .9 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.
- .10 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.
- .11 "In Rem" endorsement.

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

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

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

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

§ 8.5.2 The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

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

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

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

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2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds \$50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6

(Paragraphs deleted)

Indemnification:

The 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 the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other Provisions:

Contractor shall provide certificates of disposal or other appropriate form of documentation certifying that all demolition materials have been disposed of in accordance with all local, state, and federal laws and regulations. The Owner shall withhold final payment to Contractor until Owner receives acceptable documentation of material disposal from Contractor.

§ 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
- .2 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.

- .3 Drawings

Project Manual for Mobile Arena Construction dated December 13, 2024 and Addenda 01 through 05.

- .4 Specifications

Project Manual for Mobile Arena Construction dated December 13, 2024 and Addenda 01 through 05.

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User Notes:

.5 Addenda, if any:

Number	Date
01	January 14, 2025
02	January 22, 2025
03	January 28, 2025
04	February 4, 2025
05	February 9, 2025

(Paragraphs deleted)

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.

.6 Other Exhibits:

NONE

(Paragraphs deleted)

§ 9.2

(Paragraph deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
NONE			

§ 9.2.1 Other documents, if any, listed below:

Project Manual for Mobile Arena Construction dated December 13, 2024 and Addenda 01 through 05.

§ 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.

City of Mobile

Legal Name of Party to Contract:
Contractor: B.L. Harbert International, LLC

OWNER *(Signature)*

CONTRACTOR *(By Signature)*

William S. Stimpson, Mayor

(Rows deleted)
(Printed name and title)

(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
as President of _____, 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 _____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____

Init.

/



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

Mobile Arena Construction
401 Civic Center Drive
Mobile, AL 36602
Project Number CC-034A-22

THE OWNER:

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

THE ARCHITECT:

Goodwyn Mills Cawood
11 North Water Street
Mobile, AL 36602

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. 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 Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and 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 Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, **Project Manual**, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the 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.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

(Paragraphs deleted)

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

(Paragraph deleted)

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one electronic copy of the Contract Documents in PDF format for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall

promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.4.4 The Contractor's or his/her Subcontractor's supervisors and workmen engaged on special work or skilled Work in any supervisory position or trade shall be qualified and have had sufficient education, training, and experience as a recognized professional or master mechanic in such Work to perform it properly and satisfactorily as prescribed in the Contract Documents.

§ 3.4.5 Any project manager, superintendent, engineer, foreman, or workman employed by the Contractor or by a Subcontractor who, in the sole opinion of the Program Manager, does not perform his/her Work in a proper and skillful manner or becomes party to disrespectful, intemperate, disorderly, intoxicated, or dishonest behavior, or uses

foul language, fights, commits criminal act(s), falsifies records and construction, covers-up faulty Work or materials, does not comprehend or follow instructions, does not get along with the Architect or Program Manager, or is otherwise objectionable, shall at the written request by the Program Manager, be discharged within 24 hours by the Contractor or Subcontractor employing such project manager, superintendent, engineer, foreman or workman, and shall not be employed again on any portion of the Work without the written consent of the Program Manager.

§ 3.4.6 Should the Contractor fail to remove such person or persons specified in Article 3.4.5 hereinabove or fail to furnish suitable and sufficient machinery, equipment, materials or qualified labor force for the proper execution of the Work, the Owner may withhold all payments which are or may become due to the Contractor or may suspend the Work until such orders are complied with.

§ 3.4.7 Contractor shall abide by provisions of Section 14.1 and Section 14.2, Code of the City of Mobile, originally adopted December 10, 1991. Prohibiting Discrimination in Employment by Contractors, Subcontractors, and Vendors performing Work and providing materials and supplies for the City of Mobile. Certification of compliance with this requirement shall be made for all persons involved in the Work by the Contractor's signing of the Contract.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure all required City of Mobile permits without cost, and shall secure and pay for other permits, fees, licenses, and inspections by other 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.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or

Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, within ten (10) business days after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's

construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action. Wherever Shop Drawings are required in these Specifications, Shop Drawings shall be submitted for approval before materials are fabricated. Drawings shall show complete details. The General Contractor shall check and approve them either in writing or by stamp prior to submittal to the Architect.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect

of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.19 As applicable, the Contractor shall be responsible at the appropriate time during construction of the Project to have all permanent meters installed (electrical, water, gas, etc.) and all utilities connected prior to the time of Final Inspection. The Contractor shall pay all utility costs until the Project is accepted by the City of Mobile.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Owner shall retain an Architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or

for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor shall notify the Owner of any changes to the persons or entities proposed for each principal portion of the Work, as listed in the Contractor's Subcontracting plan submitted with Contractor's bid, prior to signing of the Contract. Within 14 days of receipt of the information, the Owner may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor,

prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed

construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. Markups for overhead and profit for all changes in the Work shall not exceed a combined aggregate (15%) mark-up on Subcontractor's direct cost (actual cost of Labor & Materials) including lower tier subcontractor's markups and mark-up on General Contractor's direct cost(actual cost of Labor & Materials).

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1** The change in the Work;
- .2** The amount of the adjustment, if any, in the Contract Sum; and
- .3** The extent of the adjustment, if any, in the Contract Time.
- .4** There shall be attached to each Change Order, a signed statement from the Architect containing the following:
 - A.** A statement of what the Change Order covers and who instituted the Change Order and why it is necessary or desired.
 - B.** A statement setting forth the reasons for using the Change Order method rather than taking new competitive bids.
 - C.** A statement that all prices have been reviewed and found reasonable, fair, and equitable and recommending approval of the same.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, an amount not to exceed a combined aggregate (15%) mark-up on Subcontractor's direct cost (actual cost of Labor & Materials) including lower tier subcontractor's markups and mark-up on General Contractor's direct cost (actual cost of Labor & Materials). In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented by the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

1. No Work shall commence and no materials shall be ordered until the Owner issues the written Notice to Proceed.
2. The Work shall be commenced within Fourteen (14) calendar days of the date of Contract award.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

1. Unit Prices and Allowances, if stated in Contract Documents, shall be identified within the Schedule of Values.

§ 9.3 Applications for Payment

§ 9.3.1 The Contractor shall submit to the Architect an itemized Application for Payment on the first of each month for Work performed through the 25th of the preceding month, in accordance with the accepted schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage as provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work, that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in

Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the

Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time may be extended appropriately and the Contract Sum may be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall,

before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The 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 version. 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;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- .4 The Contractor shall request utility locates by all known utility owners. The Contractor shall be responsible for damage done to buried cables and other utilities by Contractor's equipment and personnel if Contractor fails to request locates or fails to maintain utility locates.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage

or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

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, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the 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 Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time may be extended appropriately and the Contract Sum may be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up, except to the extent that any such delay is attributable to the Contractor's objection to the persons or entities whom Owner shall have furnished to perform the task of removal or safe containment of such material or substance.

§ 10.3.3 SECTION NOT USED BY CITY OF MOBILE.

§ 10.3.4 The Owner shall not be responsible for materials or substances brought to the site by the Contractor regardless of whether such materials or substances were required by the Contract Documents.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence or wantonness on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner may reimburse the Contractor for all reasonable cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency may be determined only as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 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.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance

had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation SECTION NOT USED BY CITY OF MOBILE

(Paragraphs deleted)

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance SECTION NOT USED BY CITY OF MOBILE

§11.5 Adjustment and Settlement of Insured Loss SECTION NOT USED BY CITY OF MOBILE

(Paragraphs deleted)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the laws of the State of Alabama.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.2.3 No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

§ 13.3 Rights and Remedies

§ 13.3.1 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.

§ 13.3.2 No action or failure to act by the Owner, Architect, or 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 thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or

approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest SECTION NOT USED BY CITY OF MOBILE

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .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.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time may be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; and costs incurred by reason of the termination.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, 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 Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonably should have first recognized the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work giving rise to such claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. No claim for additional time shall be granted unless the Contractor demonstrates, through the Critical Path Method of scheduling, the Substantial Completion Date has been impacted.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time; could not have been reasonably anticipated and the Contractor had taken reasonable efforts to minimize the impact; the adverse weather conditions occurred on or impacted a scheduled work day during regularly scheduled work hours; and the Contractor demonstrates, through the Critical Path Method of scheduling, the Substantial Completion Date has been impacted.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons **therefore**; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the 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 Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall not be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose

presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.



RESOLUTION

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, an Agreement, by and between the City of Mobile, and the company listed below, for work as outlined in the Agreement attached hereto and made a part hereof as though set forth in full. A copy of said Agreement is on file in the office of the City Clerk.

Name of company: B. L. Harbert, International, LLC

Project name: Mobile Arena Construction

Project number: CC-034A-22

Amount: \$237,447,000.00

Adopted:

City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed resolution is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed resolution.

Adopted:

City Clerk

NOTICE OF HEARING TO CONSIDER VACATION OF
CITY RIGHT-OF-WAY LOCATED ON FARNELL LANE

Notice is hereby given that the Mobile City Council proposes to consider adoption of a resolution assenting to the vacation of City right-of-way located Farnell Lane.

The adoption of such resolution will be considered by the Mobile City Council on the 25th day of March, 2025 at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street.

Any citizen alleging to be affected by the proposed vacation may submit a written objection or may speak at the public hearing.

Lisa C. Lambert
City Clerk

NOTICE OF HEARING TO CONSIDER A VACATION OF RIGHT OF WAY
FEE AS A CONDITION OF THE VACATION OF CITY RIGHT-OF-WAY
LOCATED ON FARNELL LANE

The City of Mobile has been requested by the Bissell Realty Incorporated to vacate City right-of-way located on Farnell Lane.

The City of Mobile may require abutting landowners who will directly benefit from such vacation to pay a vacation of right-of-way fee equal to the fair market value of the land. The fair market value shall be determined by the Mobile City Council after a public hearing which will be held on Tuesday, March 25, 2025, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street, Mobile, Alabama.

Any citizen who desires will be allowed to speak for or against this matter at the public hearing.

Lisa C. Lambert, City Clerk

RESOLUTION

Sponsored by: Councilmember Joel Daves

BE IT RESOLVED by the City Council of the City of Mobile that the vacation fee for the vacation of City right-of-way located on Farnell Lane, as per Resolution **VACATION RESOLUTION #** is hereby set at \$135,320.00.

Adopted:

City Clerk

Douglas L. Anderson
danderson@burr.com
Direct Dial: (251) 345-8209
Direct Fax: (251) 706-2401

RSA Tower, Suite 22200
11 North Water Street
Mobile, AL 36602

Office (251) 344-5151
Fax (251) 344-9696

BURR.COM

October 3, 2024

VIA HAND DELIVERY

Lisa C. Lambert
City of Mobile Clerk
Government Plaza
Mobile, Alabama

Re: Right-of Way Vacation

Dear Ms. Lambert:

Please find enclosed the necessary documentation to vacate a City right-of-way located off of Government Boulevard. The enclosed does contain the signatures of all of the abutting property owners, as well as a map showing all surrounding properties.

The two adjoining parcels have values as set forth below, with all information coming from the Mobile County Revenue Commissioners' Office:

Parcel 1

Assessed Value of Land:	\$108,140.00
Size:	33,901 sq. ft.
Value/Square Foot:	\$3.21

Parcel 2

Assessed Value of Land:	\$27,180.00
Size:	3,554 sq. ft.
Value/Square Foot:	\$7.60

The subject right-of-way to be vacated contains approximately 7,689 sq. ft. It is our opinion that the right-of-way should have a value of \$3.21/sf since it is similar in size to Parcel 2. Thus, it is our opinion that the right-of-way has a value of \$24,360.00.

Lisa C. Lambert
October 3, 2024
Page 2

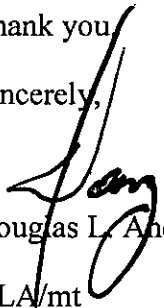
However, it is our position that no compensation should be required for this vacation, as part of the agreement with the City of Mobile Engineering Office is that we will trade this right-of-way for an easement along Parcel 2 to allow the City access to the drainage ditch. This is the only purpose of the right-of way to be vacated (providing access for maintenance of the ditch), and the City has not spent any monies improving the subject right-of-way over the last several years. Thus, this is an exchange for one right-of-way for another.

Also, it is our opinion that no Traffic Impact Study should be allowed as the subject right-of-way has never been open.

Please let me know if you have any questions or need any additional information at this time.

Thank you

Sincerely,



Douglas L. Anderson

DLA/mt

Enclosures

STATE OF ALABAMA

COUNTY OF MOBILE

**PETITION TO THE MOBILE CITY COUNCIL FOR ITS
ASSENT TO THE VACATION OF A PORTION OF FARNELL LANE
IN THE CITY OF MOBILE, ALABAMA**

Come now **Bissell Realty Incorporated**, an Alabama corporation, as the signer of the Declaration of Vacation which is attached hereto and incorporated herein by reference as though fully set out herein, and respectfully petition the Mobile City Council to assent to the vacation and closing by such signer as the sole owner to the following described property situated in the City of Mobile, Alabama and being more particularly described as follows:

See Exhibit A attached hereto and made a part hereof.

Petitioner submits herewith an executed copy of the Declaration of Vacation, and respectfully prays that the Mobile City Council adopt a resolution assenting to the same in accordance with the provisions of §23-4-20, Code of Alabama, 1975, as amended.

Your Petitioner herein says and shows that said property herein described is a right of way, that your Petitioner is the sole owner of the property abutting said right of way, that the vacation of this right of way will not deny other property owners of any rights as they may have to convenient and reasonable means of ingress and egress to and from their property, and that it would be in the best interest of the Mobile City Council to vacate the same.

[Remainder of Page Intentionally Blank]

BISSELL REALTY INCORPORATED

An Alabama corporation

By: Harold E. Bissell
Print Name: HAROLD E BISSELL
Title: MANAGING MEMBER

State of Alabama

County of Shelby

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Harold E. Bissell, whose name as Managing Member of Bissell Realty Incorporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 4th day of September, 2024.

Pamela Ray
NOTARY PUBLIC
My Commission Expires: 12/11/2027



EXHIBIT A

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, SHADY BROOK GARDENS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 3, PAGES 192 – 193, OFFICE OF PROBATE COURT, MOBILE COUNTY, ALABAMA; THENCE RUN N 0°14'30" E A DISTANCE OF 124.49 FEET TO A POINT; THENCE RUN S 89°45'30" E A DISTANCE OF 31.56 FEET TO A POINT; THENCE RUN N 0°17'48" E A DISTANCE OF 8.73 FEET TO A POINT; THENCE RUN S 89°45'21" E A DISTANCE OF 31.56 FEET TO A POINT; THENCE RUN S 0°14'39" W A DISTANCE OF 105.17 FEET TO A POINT; THENCE RUN S 55°45'28" W A DISTANCE OF 38.31 FEET TO A POINT; THENCE RUN SOUTH A DISTANCE OF 6.36 FEET TO A POINT; THENCE RUN N 89°45'30" W A DISTANCE OF 31.56 FEET TO THE POINT OF BEGINNING. CONTAINING 0.17 ACRES, MORE OR LESS.

STATE OF ALABAMA)

COUNTY OF MOBILE)

DECLARATION OF VACATION OF
A PORTION OF FARNELL LANE LOCATED IN
THE CITY OF MOBILE, ALABAMA

WHEREAS, the undersigned, **Bissell Realty Incorporated, an Alabama corporation**, is the sole the owner of all of the land abutting a portion of Farnell Lane located in the City of Mobile, Alabama and described as follows;

See Exhibit A attached hereto and made a part hereof.

and

WHEREAS, said party has requested the City of Mobile, Alabama to assent to the vacation and closing by it as the abutting property owner of such portion of Farnell Lane located in Mobile, Alabama; and

WHEREAS, the vacation of said portion of Farnell Lane will not deny other property owners of such right as they may have to convenient and reasonable means of ingress and egress to and from said property; and

WHEREAS, the above stated abutting landowner requests that such portion of Farnell Lane which abuts its property be closed and vacated; and

WHEREAS, said party as the abutting landowner consents to this vacation; and

WHEREAS, the said portion of Farnell Lane to be vacated is located in the City of Mobile, State of Alabama; and

WHEREAS, the same is filed for record herewith;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned, as the owner of the lands abutting said roadway, hereby declares said portion of Farnell Lane to be vacated under the authority of §23-4-20, Code of Alabama, 1975, as amended. This Declaration of Vacation of said right of way is filed strictly in accordance with said statute and, having been so filed, said right of way hereinabove more particularly described on Exhibit A is hereby declared VACATED, subject to the following conditions:

1. The declaration of vacation and this resolution assenting to the vacation of said property, upon adoption by the Mobile City Council, be recorded in the Probate Court of Mobile County, Alabama, and a certified copy of the resolution shall be immediately delivered to the Tax Assessor's Plat Room so that this property may be reassessed in the name of the new owners;

2. Spire Gulf, Inc., Mobile Area Water & Sewer System, Alabama Power Company and AT&T are reserved all rights and privileges necessary and convenient for full enjoyment of use of its facilities within and adjacent to the area to be vacated; including the right of ingress and egress to and from said facilities.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on this the 9th day of September, 2024.

[Remainder of Page Intentionally Blank]

BISSELL REALTY INCORPORATED

An Alabama corporation

By: Harold E. Bissell
Print Name: HAROLD E BISSELL
Title: MANAGING MEMBER

State of Alabama

County of Shelby

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Harold E. Bissell, whose name as _____ of **Bissell Realty Incorporation**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

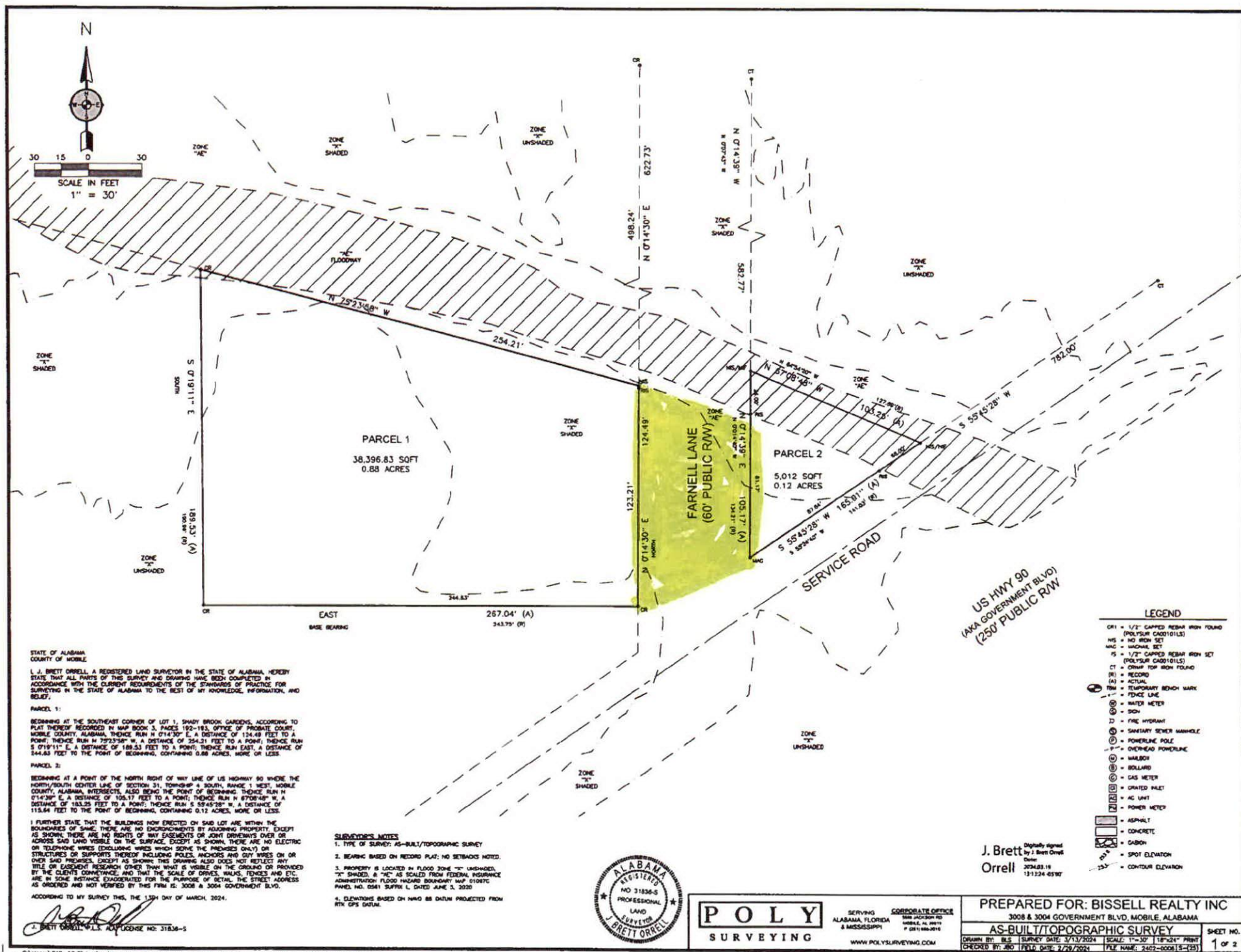
Given under my hand and seal this the 9th day of September, 2024.

Pamela Ray
NOTARY PUBLIC
My Commission Expires: 12/11/2027



EXHIBIT A

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, SHADY BROOK GARDENS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 3, PAGES 192 – 193, OFFICE OF PROBATE COURT, MOBILE COUNTY, ALABAMA; THENCE RUN N 0°14'30" E A DISTANCE OF 124.49 FEET TO A POINT; THENCE RUN S 89°45'30" E A DISTANCE OF 31.56 FEET TO A POINT; THENCE RUN N 0°17'48" E A DISTANCE OF 8.73 FEET TO A POINT; THENCE RUN S 89°45'21" E A DISTANCE OF 31.56 FEET TO A POINT; THENCE RUN S 0°14'39" W A DISTANCE OF 105.17 FEET TO A POINT; THENCE RUN S 55°45'28" W A DISTANCE OF 38.31 FEET TO A POINT; THENCE RUN SOUTH A DISTANCE OF 6.36 FEET TO A POINT; THENCE RUN N 89°45'30" W A DISTANCE OF 31.56 FEET TO THE POINT OF BEGINNING. CONTAINING 0.17 ACRES, MORE OR LESS.



8/13/2024

VIA ELECTRONIC MAIL

Attn: Douglas L. Anderson
Bissell Realty c/o Burr Forman LLP
RSA Tower, Suite 22200
11 North Water Street
Mobile, AL 36602

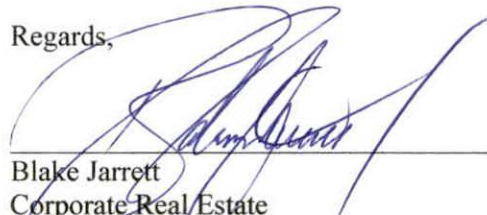
RE: Consent Requirement for 60ft Unopened Right of Way of Farnell Lane, Mobile, AL

Dear Mr. Anderson,

I am writing in response to the city's requirement to obtain consent from utility companies to vacate rights of way and easements for construction projects. After reviewing the highlighted areas of the surveys provided, I would like to inform you that we have not identified any Alabama Power Company ("APC") facilities present in the stated location. As a result, we have no objection to the request to vacate.

Should you require any additional information or documentation on this matter, please do not hesitate to contact me. I can be reached at 251-377-2271 or via email at bjarrett@southernco.com. I am available to address any concerns or inquiries you may have.

Regards,



Blake Jarrett
Corporate Real Estate
Land Acquisition

/Enclosures



August 26, 2024

AT&T Alabama
2155 Old Shell Rd
Mobile, AL 36607
www.att.com

T: 251.470.5650
F: 251.471.0410
Brad.sedler@att.com

Margaret Tomes,
Burr Forman LLP
11 North Water Street, Suite 22200
Mobile, Alabama 36602

Dear Ms. Tomes,

This letter is written in response to your letter of July 25, 2024, wherein a request is made of AT&T for consent to the vacation of a portion of Farnell Ln as described in the attached survey. AT&T hereby consents to the requested vacation with the reservation unto said company of all the rights and privileges necessary or convenient for the full enjoyment or use of its facilities located within or adjacent to the area to be vacated. Including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees which interfere with said facilities, and the right to prohibit the use of the land vacated in a manner which violates the National Electric Safety Code.

Any future requests for relocation of AT&T facilities that are located in this easement will require compensation from the requestor of the facilities to be relocated. Any damage to AT&T facilities, while working in the area, will result in compensation from the party responsible for the damages, to AT&T.

Please contact me in our Mobile office at 251-709-3632 if any additional information is required.

Sincerely,

Scotty Lewis
Specialist, AT&T Alabama
251-709-3632

3248 Springhill Ave.
Mobile, Al. 36607
Cell 251-295-5334



August 16, 2024

Douglas L. Anderson
11 N Water Street
Suite 22200
Mobile, Al. 36602

Mr. Anderson:

On your request dated July 25, 2024, to vacant the right-of-way located at Farnell Lane a 60 foot unopened ROW Comcast has no need for this easement and consents to the subject vacation. If you need anything else, please feel free to give me a call at 251-295-5334.



Respectfully,

Donnie Little
Construction Specialist II
Comcast of Alabama



July 30, 2024

Mr. Douglas L. Anderson
Burr & Forman, LLP
RSA Tower, Suite 22200
11 North Water Street
Mobile, AL 36602

RE: Request to vacate the southernmost unopened 60' Right-of-Way of Farnell Lane;
from US HWY 90 northward to Drainage Ditch
3004 Government Blvd Section 31, T4S-R1W

Dear Mr. Anderson:

We have reviewed the referenced vacation request and determined that our facilities will not be affected. Therefore, we concur with your request to vacate the above referenced right-of-way.

We appreciate the opportunity to be of service to you. If we can provide additional assistance, please contact us.

Mobile Area Water & Sewer System,

A handwritten signature in blue ink, reading "Daryl B. Russell". The signature is fluid and cursive, with the first name "Daryl" and last name "Russell" clearly distinguishable.

Daryl B. Russell, P.E.
Planning & Engineering Manager

cc: A. Tyree



Spire Alabama Inc.
2101 Sixth Avenue North
Birmingham, AL 35203

08-18-2024

Burr & Forman LLP
11 North Water Street
RSA Tower, Suite 22200
Mobile, AL 36002

Re: Bissell Realty INC

Vacation: Vacation of 60 ft. Unopened Right of Way of Farnell Lane, Mobile, AL

Burr & Forman,

In response to Bissell Realty INC, letter dated July 25, 2024 relative to the above referenced Vacation of 60 ft. Unopened Right of Way of Farnell Lane, Mobile, AL

Please be advised that Spire Alabama Inc. ("Spire") has no facilities located within the area which is requested to be vacated.

Sincerely,



Alex Sammet (Sep 19, 2024 08:20 CDT)
Alex Sammet
Manager of Right of Way & Land Management
Spire Alabama Inc.

TJF: DRC
cc: Burr & Forman

Engineering Approval: 
Systems Planning Approval: 

Gauthier, Lana

From: Gauthier, Lana
Sent: Monday, October 7, 2024 2:46 PM
To: Paul Carbo
Subject: Vacation Request
Attachments: packet_Bissell Realty.pdf

Good afternoon, Paul,

Attached is a request for a vacation of right-of-way located off of Government Blvd., abutting Farnell Lane.

I have also attached a copy of the vacation procedure which outlines the required information for a vacation:

I have a question about this request, so please give me a call when you can.

Thanks!

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Paul Carbo <Paul.Carbo@atchisonlaw.com>
Sent: Monday, October 7, 2024 3:06 PM
To: Gauthier, Lana
Subject: RE: Vacation Request

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Per our telephone conversation send the package on to Real Estate, they can determine the fee and if the councilmember wants to waive the fee they can propose a waiver to be voted on by the council.
Call me if you have any questions.

K. Paul Carbo, Jr.
The Atchison Firm P.C.
411 Azalea Road
Mobile, AL 36609
251.665.7200- office
251.665-7250 – fax
paul.carbo@atchisonlaw.com

STATEMENT OF CONFIDENTIALITY: This message is being sent by an attorney. The contents of this e-mail message and any attachments are confidential and are intended solely for the addressee. The information may also be legally privileged. This transmission is sent in trust, for the sole purpose of delivery to the intended recipient. If you have received this transmission in error, any use, reproduction or dissemination of this transmission is strictly prohibited. If you are not the intended recipient, please immediately notify the sender by reply e-mail or at **251-665-7200** and delete this message and its attachments, if any. Email is covered by the Electronic Communications Privacy Act, 18 USC 2510-2521 and is legally privileged.

From: Gauthier, Lana <lane.gauthier@cityofmobile.org>
Sent: Monday, October 7, 2024 2:46 PM
To: Paul Carbo <Paul.Carbo@atchisonlaw.com>
Subject: Vacation Request

Good afternoon, Paul,

Attached is a request for a vacation of right-of-way located off of Government Blvd., abutting Farnell Lane.

I have also attached a copy of the vacation procedure which outlines the required information for a vacation.

I have a question about this request, so please give me a call when you can.

Thanks!

Lana Pafenbach
Assistant City Clerk

Gauthier, Lana

From: Gauthier, Lana
Sent: Monday, October 7, 2024 3:08 PM
To: Anthony Morris (anthony.morris@cityofmobile.org); Carleen Stout (carleen.stout@cityofmobile.org); ~~Cink, Joseph~~; ~~Hoffman, Bert~~; Jennifer White (whitej@cityofmobile.org); Kern, Chris; Nick Amberger (nick.amberger@cityofmobile.org); Penn, D M; Richard Harris (harrisr@cityofmobile.org)
Subject: Vacation Request-Gov't. Blvd. & Farnell Ln.
Attachments: Auto Color0916.pdf

Good afternoon,

Please review the attached request for a vacation of right-of-way for property located off Government Boulevard, abutting Farnell Lane, Lana Pafenbach Assistant City Clerk City Clerk's Office City of Mobile (251) 208-7474

and advise if you have any objections.

Thank you,

Your message is ready to be sent with the following file or link attachments:

Auto Color0916

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Gauthier, Lana

From: Gauthier, Lana
Sent: Tuesday, October 8, 2024 11:41 AM
To: Cink, Joseph
Subject: RE: Vacation Request-Gov't. Blvd. & Farnell Ln.

Thank you for your response!

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

From: Cink, Joseph <joseph.cink@cityofmobile.org>
Sent: Tuesday, October 8, 2024 10:23 AM
To: Gauthier, Lana <lane.gauthier@cityofmobile.org>
Subject: Re: Vacation Request-Gov't. Blvd. & Farnell Ln.

Morning,

Fire has no objection to this vacation.

Respectfully,



Joseph "Victor" Cink, Inspector
Mobile Fire-Rescue Department
Community Risk Reduction
2851 Old Shell Rd. Mobile, Al 36607
Cell: (251) 406-4806
Office: (251) 208-5801
Email: joseph.cink@cityofmobile.org



THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MEMORANDUM

October 8, 2024

To: Lana Pafenbach

C: File
Planning & Zoning

From: Bert Hoffman

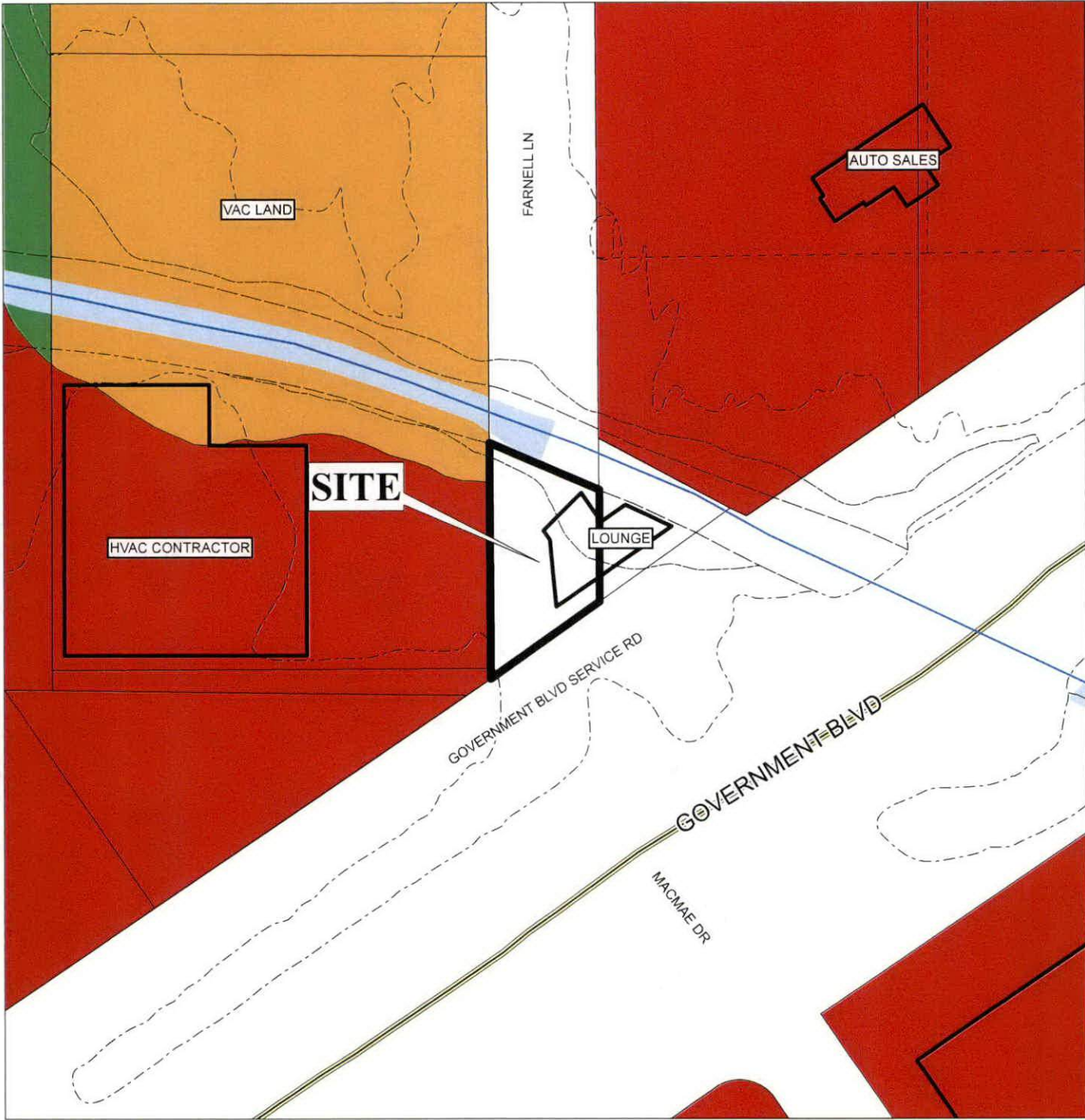
Re: Vacation of a portion of Farnell Lane

The proposed vacation request is for an approximately 60-foot wide by 115-foot long un-opened segment of Farnell Lane, extending south from the south side of the Bolton Branch of Dog River to the Government Boulevard service road right-of-way.

The Planning and Zoning Department has no objection to the vacation of the street segment.

It should be noted that a Subdivision application will be required to request incorporation of the vacated property into one or more legal lots prior to any request for permits for construction within the vacated property.

ROW VACATION REQUEST



DATE October 8, 2024

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	





PARCEL #: 29 09 51 0 006 113,XXX

[580-D0]

Baths: 1.0

H/C Sqft: 2,174

Powered By: E-Ring, Inc.

Website Disclaimer

LOCATION: 3004 GOVERNMENT BLVD MOBILE AL 36606

Acres: 0.000

Sales Info: 09/03/2024 \$300,000

<< Prev Next >> [1 / 1 Records] Processing...

Tax Year: 2024 ▼

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS: 2 OVER 65 CODE:
EXEMPT CODE: DISABILITY CODE:
MUN CODE: 14 MO HS YEAR: 0
SCHOOL DIST: 2 EXM OVERRIDE AMT: \$0.00
OVR ASD VALUE: \$0.00

CLASS USE:
FOREST ACRES: 0 TAX SALE:
PREV YEAR VALUE: \$181,200.00 BOE VALUE: \$0.00
KEY #: 1508327

VALUE

LAND VALUE 10% \$0
LAND VALUE 20% \$28,000
CURRENT USE VALUE [DEACTIVATED] \$0

CLASS 2

"PAVING CONCRET 34PCR04 \$1,600
PAVEMENT CURBIN 34CSHTR \$400
"PAVING ASPHALT 34PASP1 \$1,600
BLDG 1 580 \$104,300

CLASS 3

TOTAL MARKET VALUE [APPR. VALUE: \$135,900]: \$135,900

Assesment Override:

MARKET VALUE:

CU VALUE:

PENALTY:

ASSESSED VALUE:

Lot 4

5,012 sq ft

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	2	14	\$27,180	\$176.67	\$0	\$0.00	\$176.67
COUNTY	2	14	\$27,180	\$557.19	\$0	\$0.00	\$557.19
SCHOOL	2	14	\$27,180	\$380.52	\$0	\$0.00	\$380.52
DIST SCHOOL	2	14	\$27,180	\$421.29	\$0	\$0.00	\$421.29
CITY	2	14	\$27,180	\$190.26	\$0	\$0.00	\$190.26
FOREST	2	14	\$0	\$0.00	\$0	\$0.00	\$0.00

ASSD. VALUE: \$27,180.00

\$1,725.93

TOTAL FEE & INTEREST: \$17.77

GRAND TOTAL: \$1,743.70

DEEDS

INSTRUMENT NUMBER	DATE
2024056502	9/3/2024
2017044581	8/4/2017
7128-1266	1/28/2014
6785-1091	6/10/2011
6583-12	9/25/2009
6582-1772	4/7/2009
6582-1776	4/6/2009
6582-1778	4/3/2009
6511-1727	3/30/2009
0-0	7/5/2008
VL3604-666	8/3/1990
WD3604-663	8/2/1990
VL3521-752	1/15/1990

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
	2024		\$0.00
08/20/2024	2023	STEVE BOYD	\$2,471.25
1/9/2023	2022	BOYD'S ROYAL KNIGHT BAR AND GRILL LLC	\$2,319.01
1/24/2022	2021	BOYDS ROYAL KNIGHT	\$2,332.40
11/4/2020	2020	STEVEN BOYD	\$2,056.12
11/5/2019	2019	GOODMAN MITCHELL LLC	\$1,854.19
4/15/2019	2018	GOODMAN MITCHELL, LLC	\$1,955.53
12/28/2017	2017	VEILLON & BEILLON LLC	\$1,836.42
12/30/2016	2016	VEILLON & VEILLON LLC	\$1,752.60
2/29/2016	2015	VEILLION & VEILLON	\$1,470.65
	2014		\$0.00
	2013		\$0.00
	2012		\$0.00
	2011		\$0.00
	2010		\$0.00
	2009		\$0.00
2/12/2009	2008	VAL JADICK	\$1,752.77
	2007	CHECK	\$1,577.34
	2006	CHECK	\$1,501.44
	2005	CHECK	\$1,413.51
	2004	CASH	\$1,420.37
	2003	CHECK	\$1,333.50
	2002	CHECK	\$1,333.50



PARCEL #: 29 09 51 0 005 006.XXX
OWNER: CARS MTI-S L P C/O REAL ESTATE DEPT

[600-D0]
MUNI 14 MOBILE PROPER

Baths: 1.0 H/C Sqft: 5,976
Bed Rooms: 0 Land Sch: MT/52

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Website Distribution

<< Prev Next >> [1 / 1 Records] Processing...

Tax Year: 2024

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS: 2 OVER 65 CODE:
EXEMPT CODE: DISABILITY CODE:
MUN CODE: 14 MO HS YEAR: 0
SCHOOL DIST: 2 EXM OVERRIDE AMT: \$0.00
OVR ASD VALUE: \$0.00

CLASS USE:
FOREST ACRES: 0 TAX SALE:
PREV YEAR VALUE: \$3,084,100.00 BOE VALUE: \$0.00
KEY #: 889195

VALUE

LAND VALUE 10% \$0
LAND VALUE 20% \$1,507,700
CURRENT USE VALUE [DEACTIVATED] \$0

CLASS 2

PAVEMENT CURBIN 34CSHTR \$4,800
"PAVING CONCRET 34PCR06 \$3,300
"PAVING ASPHALT 34PASP4 \$288,800
PAVEMENT CURBIN 34CLNGR \$9,700
OTHER BLDG \$1,001,600

CLASS 3

TOTAL MARKET VALUE [APPR. VALUE: \$2,815,900]: \$2,815,900

Assessment Override:

MARKET VALUE:

CU VALUE:

PENALTY:

ASSESSED VALUE:

Lot 3

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	2	14	\$563,180	\$3,660.67	\$0	\$0.00	\$3,660.67
COUNTY	2	14	\$563,180	\$11,545.19	\$0	\$0.00	\$11,545.19
SCHOOL	2	14	\$563,180	\$7,884.52	\$0	\$0.00	\$7,884.52
DIST SCHOOL	2	14	\$563,180	\$8,729.29	\$0	\$0.00	\$8,729.29
CITY	2	14	\$563,180	\$3,942.26	\$0	\$0.00	\$3,942.26
FOREST	2	14	\$0	\$0.00	\$0	\$0.00	\$0.00

ASSD. VALUE: \$563,180.00

\$35,761.93

TOTAL FEE & INTEREST: \$1,435.90

GRAND TOTAL: \$37,197.83

DEEDS

INSTRUMENT NUMBER	DATE
7358-1042	3/9/2016
6972-1387	12/18/2012
6878-432	4/2/2012
914-148	7/5/2008
WD4908-760	12/7/2000

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
	2024		\$0.00
12/13/2023	2023	AUTONATION	\$40,603.97
3/24/2023	2022	AUTO NATION	\$39,376.27
11/30/2021	2021	AUTONATION	\$38,809.46
11/30/2020	2020	AUTONATION	\$31,134.97
12/13/2019	2019	AUTONATION SHARED SERVICES CENTER	\$29,720.07
12/3/2018	2018	AUTONATION	\$46,882.08
12/8/2017	2017	AUTONATION	\$46,784.26
11/29/2016	2016	AUTONATION	\$47,287.18
12/15/2015	2015	AUTONATION SHARE SERVICE CENTER	\$43,701.97
12/3/2014	2014	AUTONATION	\$44,098.21
12/31/2013	2013	ROUNDTREE JEEP	\$44,451.27
1/2/2013	2012	FIRST AMERICAN TITLE INSURANCE CO	\$26,464.26
11/15/2011	2011	GREATER MOBILE CHRYSLER JEEP	\$27,894.28
11/18/2010	2010	GREATER MOBILE CHRYSLER JEEP	\$27,600.91
11/13/2009	2009	GREATER MOBILE CHRYSLER JEEP	\$29,024.58
10/28/2008	2008	GREATER MOBILE CHRYSLER JEEP	\$29,034.74
	2007	CHECK	\$26,351.23
	2006	CHECK	\$14,874.24
	2005	CHECK	\$13,934.44
	2004	CHECK	\$13,934.44
	2003	CHECK	\$14,184.63
	2002	CHECK	\$14,095.73

PARCEL #: 29 09 51 0 005 005.001
OWNER: BISSELL REALTY INCORPORATED
ADDRESS: PO BOX 380157 BIRMINGHAM AL 35238-0157
LOCATION: 1022 FARNELL LN MO

[637-DO]
MUNI 14 MOBILE PROPER
Land: 118,700
Acres: 0.000

Baths: 1.0 H/C Sqft: 2,000
Bed Rooms: 0 Land Sch: MT/52
Imp: 422,000 Total: 540,700
Sales Info: 05/26/2006 \$916,000

<< Prev Next >> [1 / 1 Records] Processing...

Tax Year: 2024 ▼

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS: 2 OVER 65 CODE:
EXEMPT CODE: DISABILITY CODE:
MUN CODE: 14 MO HS YEAR: 0
SCHOOL DIST: 2 EXM OVERRIDE AMT: \$0.00
OVR ASD VALUE: \$0.00

CLASS USE:
FOREST ACRES: 0 TAX SALE:
PREV YEAR VALUE: \$600,700.00 BOE VALUE: \$0.00
KEY #: 1996781

VALUE

LAND VALUE 10% \$0
LAND VALUE 20% \$118,700
CURRENT USE VALUE [DEACTIVATED] \$0

CLASS 2

FENCE CHAIN LIN 33CL096 \$1,500
PAVING CONCRET 34PCR06 \$57,200
BLDG 1 637 \$363,300

CLASS 3

TOTAL MARKET VALUE [APPR. VALUE: \$540,700]: \$540,700

Assesment Override:

MARKET VALUE:

CU VALUE:

PENALTY:

ASSESSED VALUE:

QUICK LINKS

- Property Tax
- Assessment
- Collection
- Millage Rate
- Contact Us
- County Site
- ** News **

Lot 2

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	2	14	\$108,140	\$702.91	\$0	\$0.00	\$702.91
COUNTY	2	14	\$108,140	\$2,216.87	\$0	\$0.00	\$2,216.87
SCHOOL	2	14	\$108,140	\$1,513.96	\$0	\$0.00	\$1,513.96
DIST SCHOOL	2	14	\$108,140	\$1,676.17	\$0	\$0.00	\$1,676.17
CITY	2	14	\$108,140	\$756.98	\$0	\$0.00	\$756.98
FOREST	2	14	\$0	\$0.00	\$0	\$0.00	\$0.00
ASSD. VALUE: \$108,140.00			\$6,866.89		TOTAL FEE & INTEREST: \$169.51		
					GRAND TOTAL: \$7,036.40		

DEEDS

INSTRUMENT NUMBER	DATE
WD2896-126	7/5/2008
0-0	7/5/2008

PAYMENT INFO

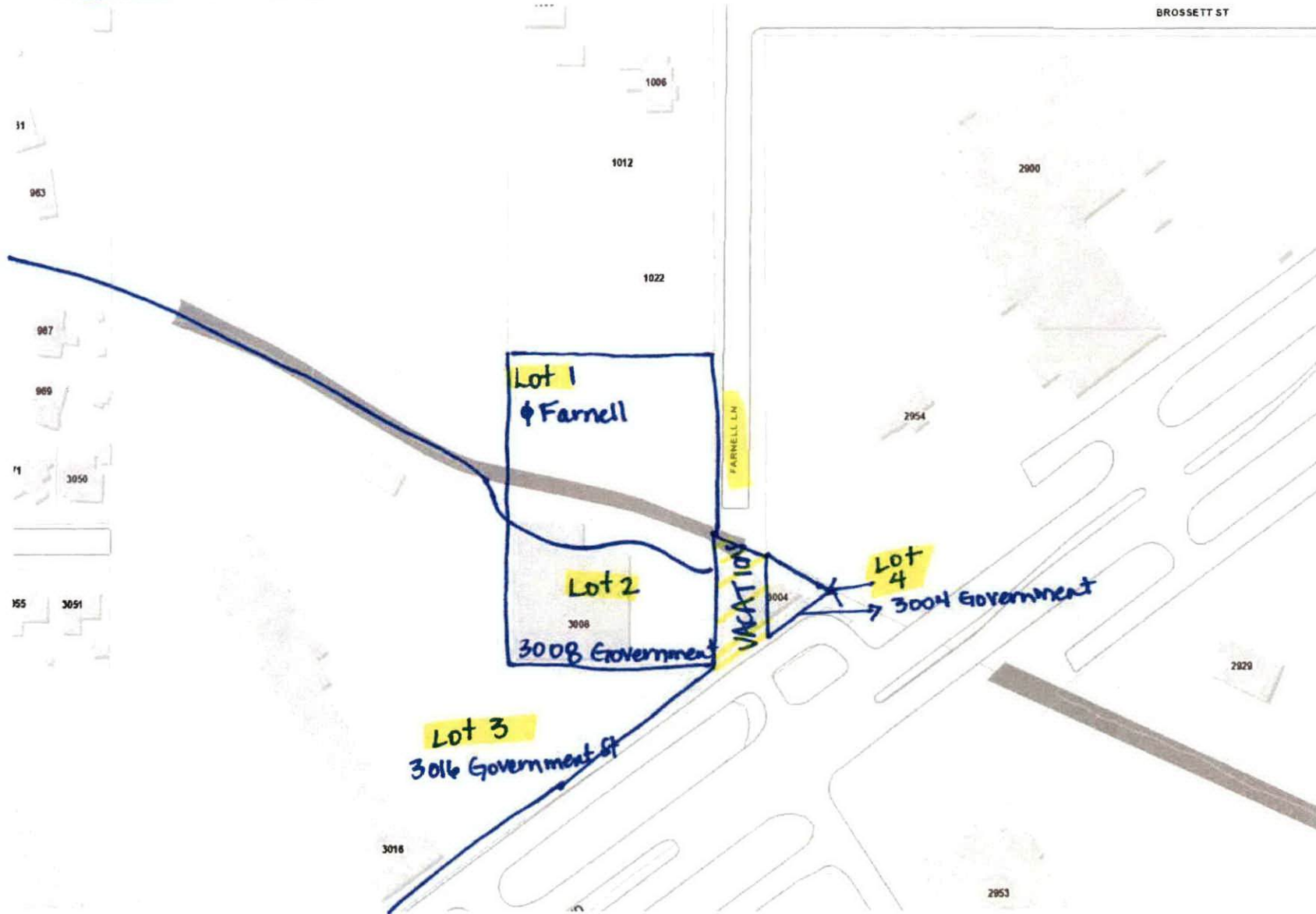
PAY DATE	TAX YEAR	PAID BY	AMOUNT
	2024		\$0.00
11/17/2023	2023	AIR ENGINEERS	\$7,798.40
11/16/2022	2022	AIR ENGINEERS LLC	\$7,798.40
11/19/2021	2021	AIR ENGINEERS LLC	\$7,798.40
11/20/2020	2020	AIR ENGINEERS LLC	\$9,869.77
11/15/2019	2019	AIR ENGINEERS LLC	\$6,496.65
11/19/2018	2018	AIR ENGINEERS LLC	\$6,505.74
11/20/2017	2017	AIR ENGINEERS LLC	\$6,327.14
11/18/2016	2016	AIR ENGINEERS LLC	\$6,543.04
11/4/2015	2015	AIR ENGINEERS LLC	\$5,556.25
11/7/2014	2014	AIR ENGINEERS LLC	\$5,741.67
11/7/2013	2013	AIR ENGINEERS LLC	\$5,803.90
11/7/2012	2012	AIR ENGINEERS LLC	\$5,927.09
11/3/2011	2011	AIR ENGINEERS LLC	\$6,250.94
11/8/2010	2010	AIR ENGINEERS LLC	\$6,035.04
11/12/2009	2009	AIR ENGINEERS LLC	\$6,228.00
11/10/2008	2008	AIR ENGINEERS, LLC	\$4,648.20



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Farnell Vacation



PARCEL #: 29 09 51 0 005 005.01X
OWNER: MCMILLAN MICHAEL & JACQUELINE MCMILLAN
ADDRESS: 3053 WESTGATE ST MOBILE AL 36606-2809
LOCATION:

MUNI 14 MOBILE PROPER
Land: 26,100
Acres: 0.000

Baths: 0.0 H/C Sqft: 0
Bed Rooms: 0 Land Sch: MT/91
Imp: 0 Total: 26,100
Sales Info: 01/28/2021 \$40,000

<< Prev Next >> [1 / 1 Records] Processing...

Tax Year : 2024 ▼

SUMMARY LAND BUILDINGS SALES RENT/GRANDS MAKE

SUMMARY

ASSESSMENT

PROPERTY CLASS: 2 OVER 65 CODE:
EXEMPT CODE: DISABILITY CODE:
MUN CODE: 14 MO HS YEAR: 0
SCHOOL DIST: 2 EXM OVERRIDE
OVR ASD VALUE: \$0.00 AMT: \$0.00

CLASS USE:
FOREST ACRES: 0 TAX SALE:
PREV YEAR VALUE: \$26,100.00 BOE VALUE: \$0.00
KEY #: 889186

VALUE

LAND VALUE 10% \$0
LAND VALUE 20% \$26,100
CURRENT USE VALUE [DEACTIVATED] \$0

TOTAL MARKET VALUE [APPR. VALUE: \$26,100]: \$26,100

Assessment Override:

MARKET VALUE:

CU VALUE:

PENALTY:

ASSESSED VALUE:

QUICK LINKS

- Property Tax
- Assessment
- Collection
- Millage Rate
- Contact Us
- County Site
- ** News **

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	2	14	\$5,220	\$33.93	\$0	\$0.00	\$33.93
COUNTY	2	14	\$5,220	\$107.01	\$0	\$0.00	\$107.01
SCHOOL	2	14	\$5,220	\$73.08	\$0	\$0.00	\$73.08
DIST SCHOOL	2	14	\$5,220	\$80.91	\$0	\$0.00	\$80.91
CITY	2	14	\$5,220	\$36.54	\$0	\$0.00	\$36.54
FOREST	2	14	\$0	\$0.00	\$0	\$0.00	\$0.00

ASSD. VALUE: \$5,220.00

\$331.47

TOTAL FEE & INTEREST: \$276.55

GRAND TOTAL: \$608.02

DEEDS

INSTRUMENT NUMBER	DATE
2021013489	1/28/2021
WD3380-482	7/5/2008
WD2556-722	7/5/2008
2245-516	7/5/2008
WD4296-1039	9/25/1995
WD3675-430	1/16/1991

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
	2024		\$0.00
12/18/2023	2023	MICHAEL MCMILLAN	\$608.02
12/15/2022	2022	MICHAEL MCMILLAN	\$608.02
2/9/2022	2021	MICHAEL MCMILLAN	\$789.58
12/28/2020	2020	LUTHER T LEMLEY	\$774.39
12/27/2019	2019	LUTHER T LEMLEY	\$497.84
11/20/2018	2018	LUTHER TERRELL LEMLEY	\$497.84
12/8/2017	2017	LEMLEY RUTH GWENDOLYN & LUTHER TERRELL LEMLEY	\$497.84
12/9/2016	2016	LUTHER TERRELL LEMLEY	\$497.84
11/20/2015	2015	LUTHER TERRELL LEMLEY	\$497.84
11/12/2014	2014	LUTHER TERRELL LEMLEY	\$497.84
12/20/2013	2013	RUTH L. & L. TERRELL LEMLEY	\$497.84
12/5/2012	2012	LEMLEY RUTH OR L. TERRELL	\$497.84
12/16/2011	2011	RUTH L. LEMLEY OR L. TERRELL LEMLEY	\$497.84
1/15/2011	2010	LEMLEY RUTH L. OR L. TERRELL	\$497.84
1/2/2010	2009	RUTH L. & L. TERRELL LEMLEY	\$497.84
1/7/2009	2008	LEMLEY RUTH	\$497.84
	2007	VISA	\$497.84
	2006	VISA	\$497.84
	2005	VISA	\$497.84
	2004	VISA	\$497.84
	2003	VISA	\$497.84
	2002	CHECK	\$497.84



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Website Disclaimer

Gauthier, Lana

From: Gauthier, Lana
Sent: Tuesday, October 8, 2024 3:57 PM
To: 'danderson@burr.com'
Subject: FW: Farnell Vacation
Attachments: 0295_001.pdf

Good afternoon, Mr. Anderson,

Please see below and the attached for the response from the City's Real Estate department regarding your vacation request.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

From: Daffin, Mary <mary.daffin@cityofmobile.org>
Sent: Tuesday, October 8, 2024 3:49 PM
To: Gauthier, Lana <lane.gauthier@cityofmobile.org>
Cc: Stout, Carleen <carleen.stout@cityofmobile.org>
Subject: Farnell Vacation

Good afternoon,

In reviewing the vacation request, there is some missing information.

- 4 properties about the proposed vacation.
- Request does not include the parcel number nor parcel sizes
- There are no letters from abutting owners.

See attached map.

Please let us know if you have any further questions.

Mary W. Daffin

Real Estate Specialist
City of Mobile
Real Estate Department
P.O. Box 1827
Mobile, Alabama 36633
(251) 208-5822 (Direct)
Mary.Daffin@cityofmobile.org



Douglas L. Anderson
danderson@burr.com
Direct Dial: (251) 345-8209
Direct Fax: (251) 706-2401

RSA Tower, Suite 22200
11 North Water Street
Mobile, AL 36602

Office (251) 344-5151
Fax (251) 344-9696

BURR.COM

October 3, 2024

VIA HAND DELIVERY

Lisa C. Lambert
City of Mobile Clerk
Government Plaza
Mobile, Alabama

Re: Right-of Way Vacation

Dear Ms. Lambert:

Please find enclosed the necessary documentation to vacate a City right-of-way located off of Government Boulevard. The enclosed does contain the signatures of all of the abutting property owners, as well as a map showing all surrounding properties.

The two adjoining parcels have values as set forth below, with all information coming from the Mobile County Revenue Commissioners' Office:

Parcel 1

Assessed Value of Land: \$108,140.00
Size: 33,901 sq. ft.
Value/Square Foot: \$3.21

Parcel 2

Assessed Value of Land: \$27,180.00
Size: 3,554 sq. ft.
Value/Square Foot: \$7.60

The subject right-of-way to be vacated contains approximately 7,689 sq. ft. It is our opinion that the right-of-way should have a value of \$3.21/sf since it is similar in size to Parcel 2. Thus, it is our opinion that the right-of-way has a value of \$24,360.00.

Lisa C. Lambert
October 3, 2024
Page 2

However, it is our position that no compensation should be required for this vacation, as part of the agreement with the City of Mobile Engineering Office is that we will trade this right-of-way for an easement along Parcel 2 to allow the City access to the drainage ditch. This is the only purpose of the right-of way to be vacated (providing access for maintenance of the ditch), and the City has not spent any monies improving the subject right-of-way over the last several years. Thus, this is an exchange for one right-of-way for another.

Also, it is our opinion that no Traffic Impact Study should be allowed as the subject right-of-way has never been open.

Please let me know if you have any questions or need any additional information at this time.

Thank you

Sincerely,



Douglas L. Anderson

DLA/mt

Enclosures

Gauthier, Lana

From: Gauthier, Lana
Sent: Thursday, February 13, 2025 1:20 PM
To: 'Anderson, Doug'
Subject: Farnell Ln. Vacation Request

Good afternoon, Mr. Anderson,

The date of the public hearing for your Farnell Lane vacation request will be on the February 18 agenda.

There will also be a public hearing set for the vacation fee. Your calculation for the fee is \$135,320.00.

I will email the notice to you after the February 18 meeting.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

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AT&T Alabama
2155 Old Shell Road
Mobile, AL 36607

Spire
605 Richard Arrington, Jr. Blvd. N.
Birmingham, AL 35203

Air Engineers
Attn: Jeff Bissell
7279 Cahaba Valley Rd
Birmingham, AL 35242

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Attn: Planning & Engineering
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Mobile, AL 36618

Comcast Cable
3248 Springhill Avenue
Mobile, AL 36607

Alabama Power Company
P. O. Box 2247
Mobile, AL 36652

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Page 794 of 800



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Consejos Básicos de Impresión, visita avery.com.mx para más información

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- Utiliza solamente productos Avery para resultados garantizados.

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01.800.52.28379
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0800.777.2837

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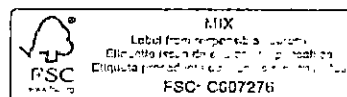
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Basic Printing Tips, visit avery.com/printingtips for more information

- PLEASE NOTE: Adjust printer settings for "Paper Type" to "Labels" and "Quality" to "Best" to optimize print quality.
- Check the alignment of your printed layout by first printing on a plain sheet of paper. Hold the printed sheet behind the Avery product to confirm alignment then print onto the Avery product
- When printing label products, do not feed labels through your printer more than once. The Avery satisfaction guarantee extends only to a sheet of labels that has been fed through a printer a single time.
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Conseils d'impression de base, visitez avery.ca/impression pour plus d'information

- VEUILLEZ NOTER: Réglez le paramètre « Type de papier (Paper Type) » de l'imprimante à « Étiquettes (Labels) », et le paramètre « Qualité (Quality) » à « Supérieur (Best) » pour optimiser la qualité d'impression.
- Vérifiez l'alignement de votre mise en page en imprimant d'abord sur une feuille de papier ordinaire. Tenez la feuille imprimée derrière la feuille du produit Avery. Si vous êtes satisfait avec la mise en page, imprimez sur le produit Avery.
- Lors de l'impression, n'introduisez jamais la feuille d'étiquettes plus d'une fois dans votre imprimante. La garantie de performance Avery Dennison s'applique seulement aux feuilles d'étiquettes qui ont été introduites dans l'imprimante une seule fois.
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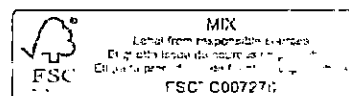
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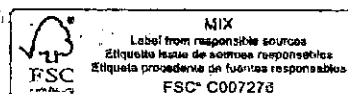
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Rev 05.25.12



RESOLUTION

Sponsored by: Councilmember Joel Daves

BE IT RESOLVED by the City Council of the City of Mobile that the vacation fee for the vacation of City right-of-way located on Farnell Lane, as per Resolution **VACATION RESOLUTION #** is hereby set at \$135,320.00.

Adopted:

City Clerk