



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, February 25, 2025, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Father Dan Good, Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

January 28 and February 11, 2025

7. COMMUNICATIONS FROM THE MAYOR

8. MONTHLY FINANCE REPORTS

9. ADOPTION OF THE AGENDA

10. APPEALS

Request of Leah Frances Johnson for a waiver of the Noise Ordinance at 1906 Spring Hill Avenue on May 17, 2025, from 7:00 p.m. - 11:00 p.m. (District 1).

Request of Bryson Mims for a waiver of the Noise Ordinance at 1255 Spring Hill Avenue on March 3, 2025, from 12:00 p.m. - 9:00 p.m. (District 2).

Request of Marcelle Naman for a waiver of the Noise Ordinance at 407 Conti Street on March 15, 2025, from 6:00 p.m. - 11:00 p.m. (District 2).

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

Request of Carrie Coats for a waiver of the Noise Ordinance at 180 Lyons Park Avenue on September 12-14, 2025, from 6:30 a.m. - 6:30 p.m. (District 2).

11. PUBLIC HEARINGS

Public hearing to consider an ordinance regarding the issuance of general obligation warrants.

Public hearing to consider the application of Cynthia Crenshaw for a Certificate of Public Convenience and Necessity to operate a shuttle service.

Public hearing to consider the application of Carlos Dixon for a Certificate of Public Convenience and Necessity to operate a shuttle service.

Public hearing to consider the application of Angel Williams for a Certificate of Public Convenience and Necessity to operate a sedan service.

12. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Reggie Hill - FY26 budget (public opinion re: accruing debt), public safety (implementing police training requirements), legal authority (Municipal Court, OPR, & Legal Dept.), Civic Center (City violations), 2-62 (request for plain definitions & interpretation of Code), and housing (responsibility & oversight COM has over Housing Authority).

13. ORDINANCES HELD OVER

64-001 Consider rezoning property located at 5301 Moffett Road from B-2 to B-3 (sponsored by Councilmember Gregory).

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).

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.).

14. CONSENT RESOLUTIONS HELD OVER

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

15. RESOLUTIONS HELD OVER

01-186 Authorize Intergovernmental Agreement with Mobile County for improvements at West Mobile County Park; NTE \$2,000,000.00 (sponsored by Councilmember Woods and 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.).

08-190 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.).

08-192 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.).

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).

16. CONSENT RESOLUTIONS BEING INTRODUCED

46-404 Honorarily rename First Avenue to "Margaret Small Way" (sponsored by Councilmember Penn).

58-405 Declare weeds noxious, Weed Lien Group 1663.

58-406 Assess costs for removal of weeds, Weed Lien Group 1661.

60-407 Determine an appropriation to Jack & Jill of America, Inc., Mobile Chapter serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-408 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.).

60-409 Determine an appropriation to Salty Kidz serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Accounting Dept.).

60-425 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.).

17. CIP RESOLUTIONS BEING INTRODUCED

08-410 Approve purchase order to Musco Sports Lighting, LLC for tennis court lights at Medal of Honor Park; \$33,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

18. RESOLUTIONS BEING INTRODUCED

01-411 Authorize Agreement with the Alabama State Port Authority, the State of Alabama and One Water, LLC for the sale of certain real property (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-412 Approve purchase order to Insight Public Sector for HP Desktop computers for MPD; \$30,760.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-413 Approve purchase order to Krueger International, Inc. for mechanical assist shelving for MPD; \$148,911.60 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-414 Approve purchase order to Magnet Forensics USA, Inc. for annual renewal of forensic software for Gulf Coast Technology Center; \$57,110.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-415 Approve purchase order to SHI International Corp. for digital flash storage for MIT; \$76,471.72 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-416 Approve purchase order to Tablet Command, Inc. for annual renewal of incident management software for MFRD; \$28,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-417 Appropriate funds in the Municipal Government Capital Improvement Fund to various capital projects; \$1,350,000.00 (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

09-418 Allocate funds in the Municipal Storm Water Fees Capital Project to various Storm Water Management Projects; \$2,632,000.00 (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

09-419 Transfer funds from Capital Project Baumhauer-Randall Park to the Capital Project Boys & Girls Club for design of site and facility improvements at at the Parkway Community Center Project; \$226,150.00 (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

13-420 Authorize Change Order with Chris Brewer Contracting, Inc. for city-wide small asphalt repairs; increase \$750,000.00 (sponsored by Councilmembers Penn, Carroll, Small, Reynolds, Daves, Woods, & Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering & Infrastructure).

31-421 Authorize the Mayor to accept subaward agreement between City of Mobile and the State of Alabama Department of Conservation and Natural Resources; \$2,096,981.00 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Program & Project Mgmt.).

37-422 Consider the application of Cynthia Crenshaw for a Certificate of Public Convenience and Necessity to operate a shuttle service (submitted by Lisa C. Lambert, City Clerk).

37-423 Consider the application of Carlos Dixon for a Certificate of Public Convenience and Necessity to operate a shuttle service (submitted by Lisa C. Lambert, City Clerk).

37-424 Consider the application of Angel Williams for a Certificate of Public Convenience and Necessity to operate a sedan service (submitted by Lisa C. Lambert, City Clerk).

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: Leah Frances Johnson

PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: 504-427-5571

Organization (if applicable) None

Mailing Address of Applicant 103 Beverly Court, Mobile, AL 36604

Telephone No. 504-427-5571 E-mail address leahfjohnson@gmail.com

Location or address of event where amplification will be used:

Bragg-Mitchell Mansion, 1906 Spring Hill Ave, Mobile, AL 36607

Date of Event: 05/17/2025 Starting Time: 7:00/7:30 PM Ending Time 11:00 PM

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

Type of Event: Wedding Reception

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Bryson J. Mims
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-447-6077 Cell Number: 251-447-6077

Organization (if applicable) NA

Mailing Address of Applicant 1906 Holt Rd Mobile, AL 36617

Telephone No. 251-447-6077 E-mail address Brysonmims53@Gmail.com

Location or address of event where amplification will be used:

1255 SpringHill Ave Mobile, AL 36604

Date of Event: March 3, 2025 Starting Time: 12:00p Ending Time 9:00p
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Mardi Gras Gathering

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

Music containing obscene language or profanity is prohibited

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Name of Applicant: Marcelle Naman
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-610-7128 Cell Number: 251-610-7128

Organization (if applicable) _____

Mailing Address of Applicant 19 Rickaby Place Mobile AL 36606

Telephone No. 251-610-7128 E-mail address marcelle.naman@gmail.com

Location or address of event where amplification will be used:

Evil House 407 Conti Street, Mobile AL 36602

Date of Event: SAT - MARCH 15, 2025 Starting Time: 6 pm Ending Time: 11 pm

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

Type of Event: Wedding

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: 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

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

P. O. Box 1827 Mobile, AL 36633

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

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APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Carrie R. Coats

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: (251)753-6253

Organization (if applicable) Kingdom Covenant Connections, Inc.

Mailing Address of Applicant P.O. Box 11063

Telephone No. (251)753-6253 E-mail address kingdom.covenant@yahoo.com

Location or address of event where amplification will be used:

180 Lyons Park Ave. Mobile, AL 36603

Date of Event: Sept 12th - 14th Starting Time: 6:30 am Ending Time 6:30 pm

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

Type of Event: 20th Annual Unity Walk 3-Day Career/Resource/Health Fair & Concert "FREE" Community Event

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org

From: [RJHILL II](#)
To: [Gauthier, Lana](#)
Subject: 2/25 Agenda
Date: Thursday, February 20, 2025 12:03:54 PM

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.

Madam Asst. City Clerk,

Greetings! I hope that all is well with you. This is a formal request to be added to the upcoming Agenda. I shall address the following:

- * The FY26 Budget and future Budgets: Knowing that Citizens are not allowed to participate in most Committee meetings, I will share insight on the Public's position related to taking on debt and the best way we utilize our resources. Also I want to know the process for making an amendment for passing the next Fiscal Year Budget. Particularly in reference to an Election Year;
- * Public Safety: Implementing Police Training requirements. I will inquire about procedure related to discharging weapons, assessing threats during Traffic Stops, Citizen's request for Supervisor presence during Traffic Stops, selling cars that are not owned by the City of Mobile;
- * Legal Authority: Mobile Municipal Court obligations as stipulated in Chapter 38 of the Mobile Municipal Code, 3rd party entities representing the Legal Department; involvement of OPR with distinct cases, release of sensitive information that has been collected (through the Gulf Coast Technology Center, Cybersecurity Mechanisms, Public Safety Department, Legal Department, etc.);
- * Mobile Civic Center: ensure that the City (on the record) is aware of the plethora of violations being demonstrated by the City of Mobile with its current handling of this development project, and the overall impact this has on the Taxpayer (for generations to come), ask for the comparison of pricing to build a replica of the previous Mobile Civic Center, which better fits the Historic District, rather than the existing renderings...including a Theater;
- * 2-62: request for plain definition and interpretation of Communications between Taxpayers and so called "Public" Officials, in the formal meeting setting, how more detailed Minutes can be taken at meetings, and how Citizens can have access to the same materials provided to "City Leaders" (i.e. Presentations for City Departments, etc.);
- * Housing: understanding the responsibility and oversight which the City of Mobile has over

the Mobile Housing Authority. Knowing what resources are being used for revitalization projects in District 2.

While it makes no sense to be this detailed, because they are never prepared with a sound or logical response...working in good faith, I have taken time to highlight the specifics of my Presentation.

Any concern of a Mobilian is City Business, say we want to be technical. But, these are definitely items that pertain to what qualifies being addressed at the formal business meeting of Mobile, AL. Items which truly deserve more than 180 seconds.

One may argue connecting with them personally, placing things in writing, filing claims. The people do all of these. Yet, the battle with corruption still stalls justice from manifesting (momentarily). This should be considered when having the audacity to deny someone their Constitutional Right to petition their Government.

Thank you for your attention to this matter and the willingness of the City Clerk's Office to have this leveled dialogue with Residents offering credible and significant concerns about "City Business".

See you all on Tuesday!

Kindest Regards,

Reginald J. Hill, II - M. Ed.

Founder/Executive Director (Chairman)

"Success 4 the Future"

P. O .Box 395

Mobile, AL 36601

www.s4tf.org

rhills4tf@gmail.com

256.665.6748



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:

Allocation of revenues.

(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

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 levied and imposed, in addition to all other taxes of every kind now imposed by law, a privilege or license tax in the nature of a lodgings tax, upon every person, firm, or corporation engaging in the business of renting or furnishing any room or rooms, lodgings, or accommodations to transients in any hotel, motel, inn, short-term rental, bed & breakfast, tourist camp, tourist cabin, or any other place in which rooms, lodgings, or accommodations are regularly furnished to transients for a consideration. The tax shall be in an amount equal to ten (10) percent of the charge for such room, rooms, lodgings, or accommodations, 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. *Visit Mobile.* Thirty-Seven and one half (37.5) percent of four-fifths of the revenues derived from the lodging tax imposed by Section 34-101 shall be allocated to the Mobile Convention and Visitor's Corporation, dba Visit Mobile. This allocation shall remain in effect for a period of five (5) years from the effective date of this ordinance and shall be eligible for periodic renewal.
- iv. *General Fund Operating Budget.* All remaining revenues of four-fifths of the revenues derived from the lodging tax imposed by Section 34-101 shall be allocated to the city's general fund operating budget.

(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, not to exceed \$1.4 million in fiscal year 2025; \$2.5 million in fiscal years 2026, 2027, and 2028; \$3 million in fiscal years 2029 through 2035; in fiscal year 2036 an amount to bring the total distribution to the Mobile Airport Authority in fiscal years 2025 through 2036 to, but not to exceed, \$30 million 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 eleven (11) calendar 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

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

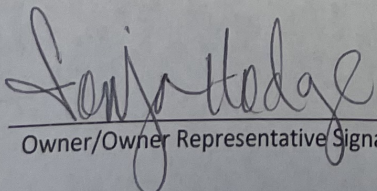
Hampton Inn & Suites I65
1028 West I65 Service Rd S
Mobile, AL 36532

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

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.

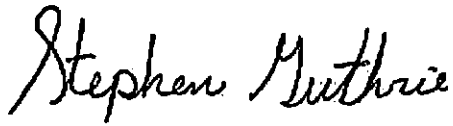
After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

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.

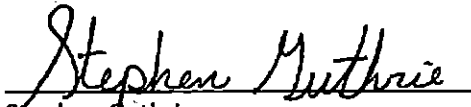
The advertising fee for this application based on the current legal description is **\$529.72**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

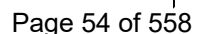
By: 
Stephen Guthrie
Deputy Director of Planning and Zoning



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



Planning Commission Application

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

Fees

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

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

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

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

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

☐ **Conditional Use Permits**

Checklist A

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

Checklist B

☐ **Planned Development**

Checklist C

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

Checklist D

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

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

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

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 KEY #00450782	Property Area (acres or square feet)
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.

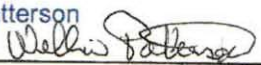
This requirement applies to any of the following applications:

- 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

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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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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

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.

Report Contents:

Page

Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	4
Exhibits	6

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		
 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

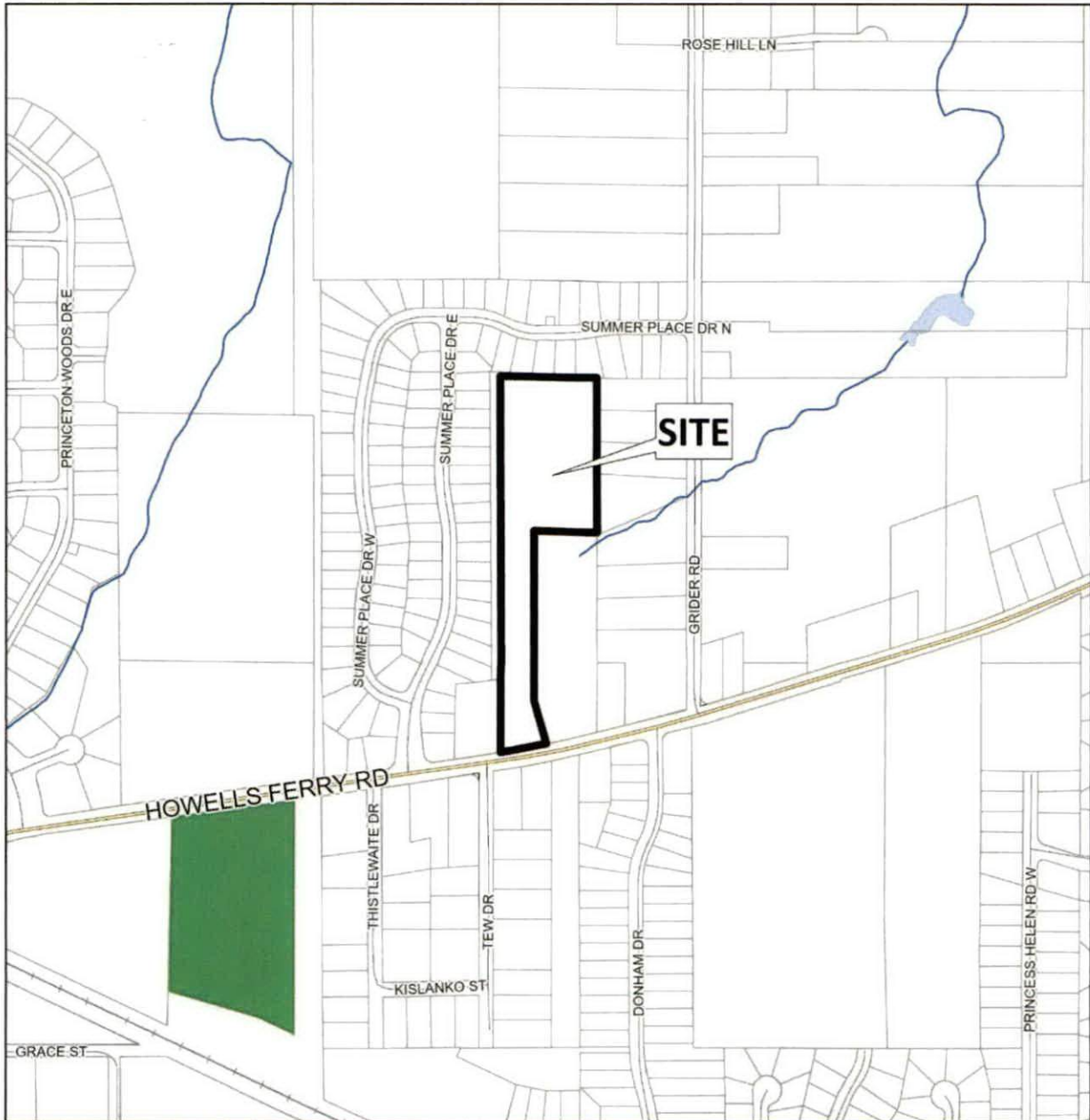
- b. Includes adequate public facilities and utilities;
- 5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- 6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or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



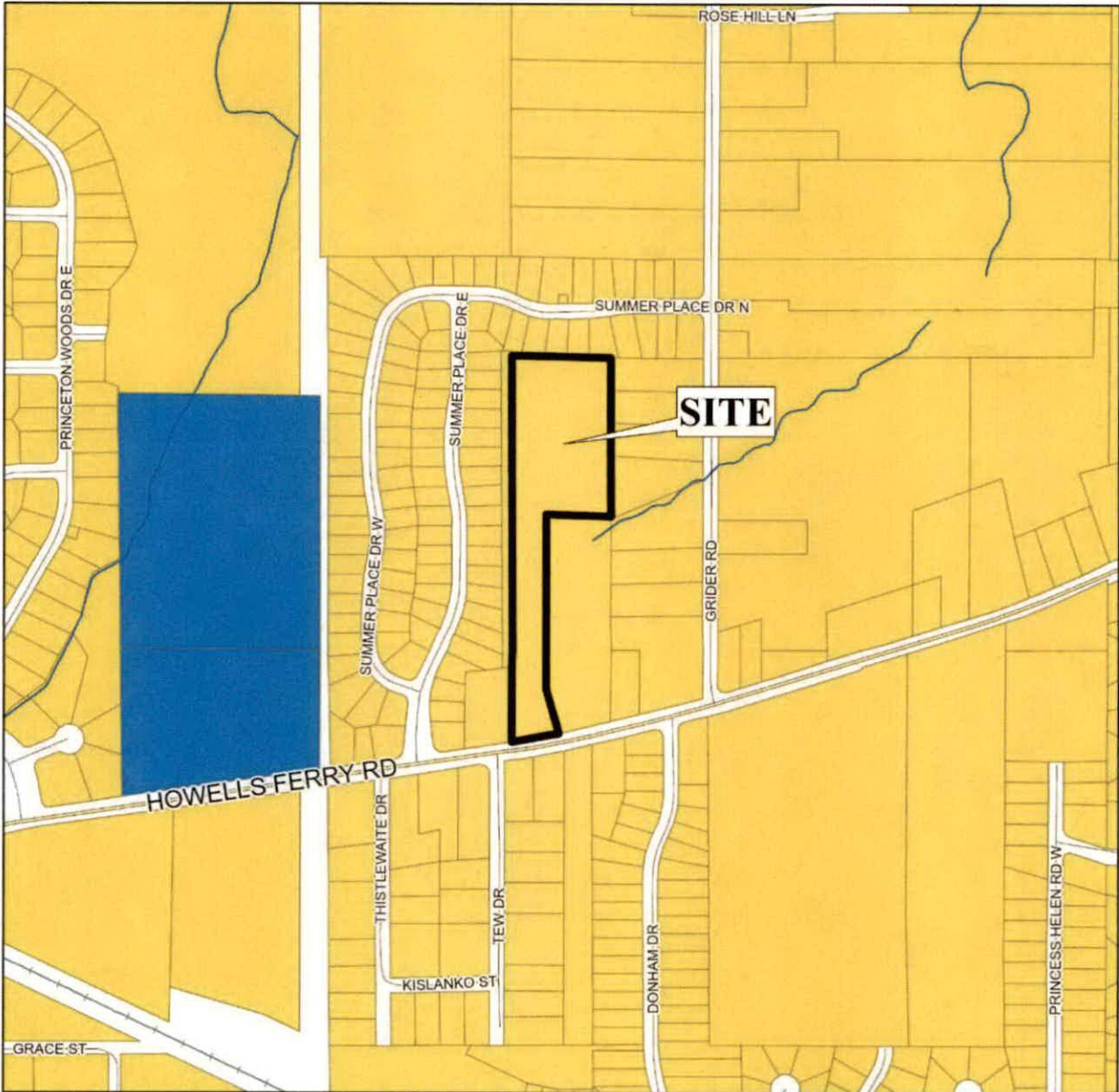
APPLICATION NUMBER 8 DATE December 19, 2024

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

REQUEST Planning Approval Modification



FLUM LOCATOR MAP



APPLICATION NUMBER 8 DATE December 19, 2024

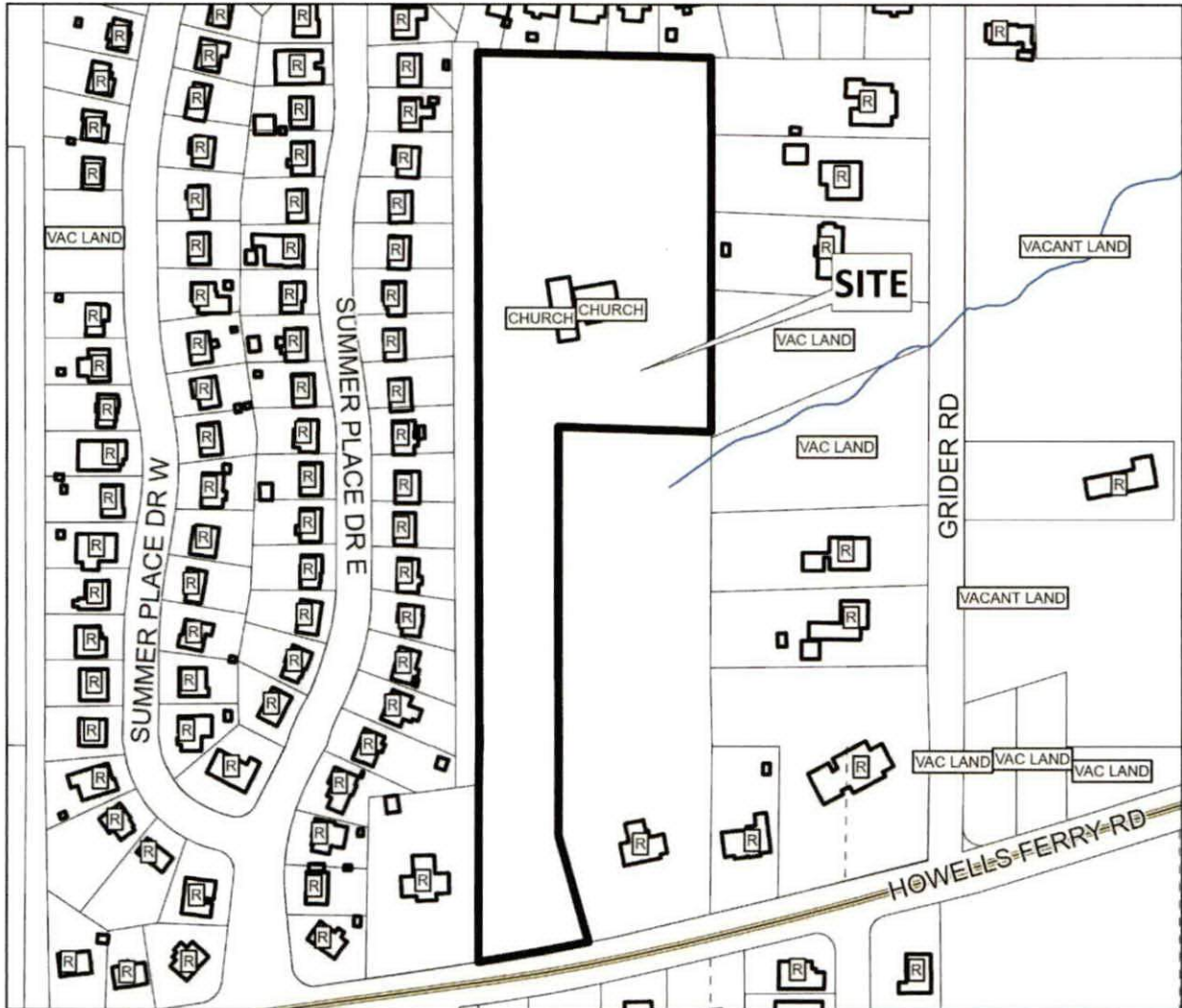
APPLICANT Redeemed Community Church (Kari Givens, Byrd Surveying, Inc., Agent)

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

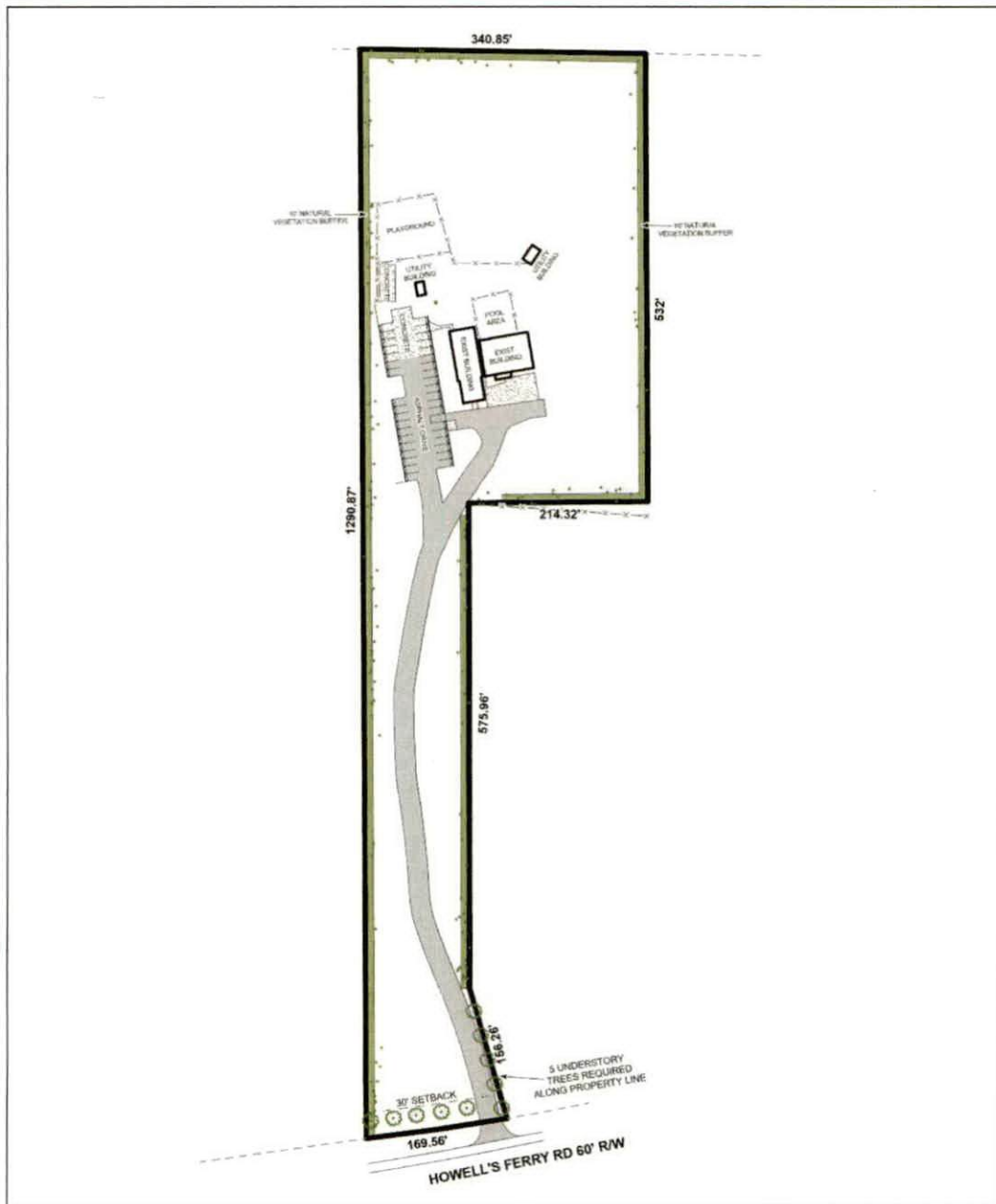
APPLICANT Redeemed Community Church (Kari Givens, Byrd Surveying, Inc., Agent)

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

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:

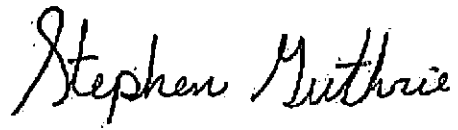
The Mobile City Planning Commission at its meeting on December 19, 2024, considered the request of Brian Courtney, Spring Hill College, for a Major Modification of a previously approved Planning Approval allowing the expansion of an existing college in an R-1, Single-Family Residential Suburban District 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, 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"

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.

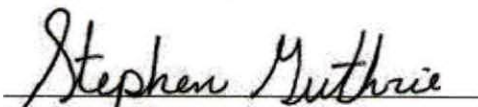
Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) 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

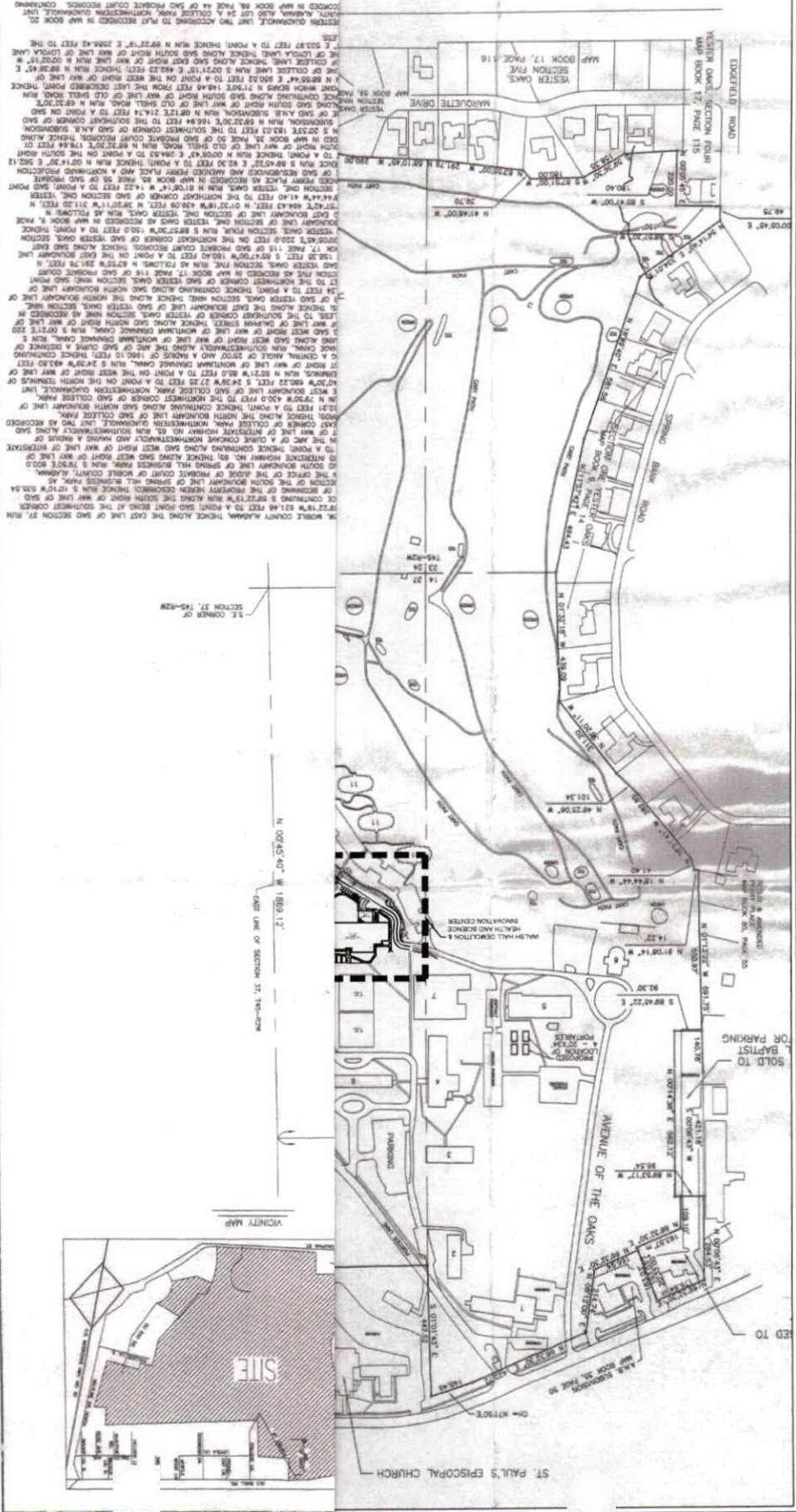
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 CANAL; THENCE ALONG SAID WEST RIGHT OF WAY LINE OF MONTLIMAR DRAINAGE CANAL, RUN S
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 LINE OF MONTLIMAR DRAINAGE CANAL, RUN S 89°39'W 10.0 FEET TO APPPOINT; THENCE CONTINUING
 ALONG SAID WEST RIGHT 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
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 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:

1. THE BACKGROUND OF THIS PUD DRAWING IS THE PUD PLAN BY WESTER AND COLUMBIA ENGINEERS, INC. DATED 08/11/2010, WITH AMENDMENT NO. 1 DATED 08/11/2010.
2. THIS INFORMATION IS PRESENTED AS REQUIRED BY THE CITY OF MOBILE FOR PUD REVIEW. THE CITY OF MOBILE DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION.
3. AS NOTED ON THE ABOVE REFERENCED DOCUMENT, THE CITY OF MOBILE HAS REVIEWED THE PUD DRAWING AND HAS DETERMINED THAT IT IS IN CONFORMANCE WITH THE CITY OF MOBILE PUD REVIEW REQUIREMENTS.
4. THE CITY OF MOBILE HAS REVIEWED THE PUD DRAWING AND HAS DETERMINED THAT IT IS IN CONFORMANCE WITH THE CITY OF MOBILE PUD REVIEW REQUIREMENTS.
5. THE CITY OF MOBILE HAS REVIEWED THE PUD DRAWING AND HAS DETERMINED THAT IT IS IN CONFORMANCE WITH THE CITY OF MOBILE PUD REVIEW REQUIREMENTS.



WESTER AND COLUMBIA ENGINEERS, INC. DATED 08/11/2010, WITH AMENDMENT NO. 1 DATED 08/11/2010.

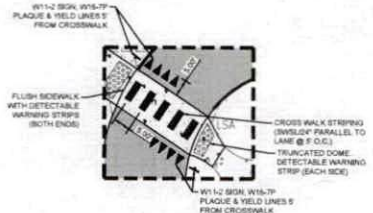
THE CITY OF MOBILE HAS REVIEWED THE PUD DRAWING AND HAS DETERMINED THAT IT IS IN CONFORMANCE WITH THE CITY OF MOBILE PUD REVIEW REQUIREMENTS.

PA-1
EXHIBIT
PLANNING APPROVAL
DATE: 10/29/2024
MOBILE, AL 36608
2303 OLD SHELL ROAD
MOBILE, AL 36608
251.920.5591

DDG
2303 OLD SHELL ROAD
MOBILE, AL 36608
251.920.5591

PRELIMINARY - FOR REVIEW ONLY
SPRING HILL HEALTH AND SCIENCE INNOVATION CENTER
608 GROTTO ROAD, MOBILE, AL 36608
23081

PRELIMINARY - FOR REVIEW ONLY



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:

1. CONTRACTOR SHALL REFER TO ARCHITECTURAL & MEIP PLANS FOR EXACT LOCATIONS & DIMENSIONS OF BUILDING, ARCHITECTURE, SIDEWALKS, EXIST. PORCHES, RAMPS, TRUCK DOCKS, & EXIST. 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 PLAN IN HAND WALK THRU OF THE ENTIRE PROJECT AREA AND SHALL CONTACT THE CITY 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-CONNECTIONS 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 THIS 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.
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 TEEN 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 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).
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

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		
WHA 23-081 00		
DDG 23-1477		
DRAWING TITLE		
SITE PLAN		
SCALE IN FEET		
20 10 0 10 20		
SHEET NUMBER		
C-1		

Z:\02023-1477\02023-1477-01 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 GROTT ROAD, MOBILE, AL 36608
23-081

Figure 1

PROJECT RECORD:
WILLIAMS
BLACKSTOCK
ARCHITECTS

ISSUE DATE:
11/15/2024

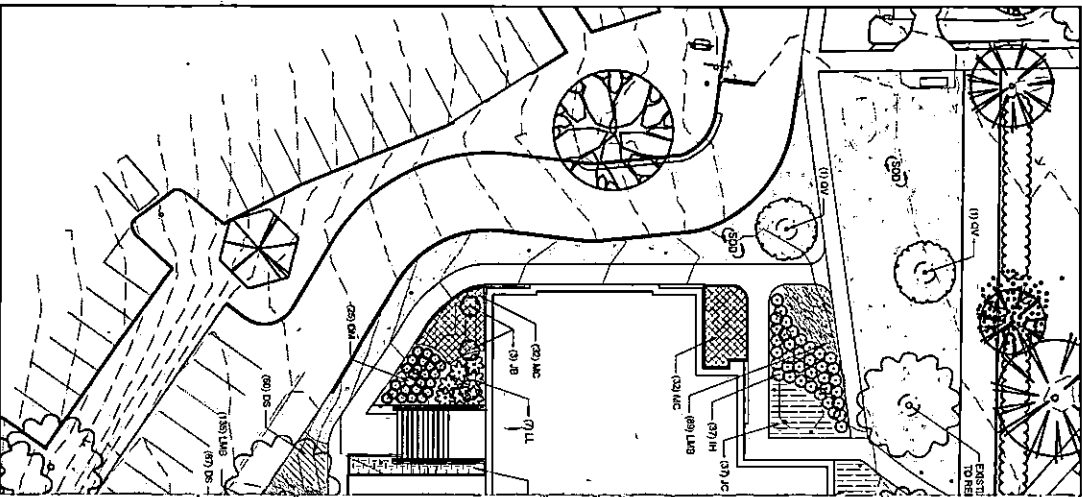
REVIEWS: _____
 MO. DATE RECEIVED _____

PROJECT NUMBER
23-081

LANDSCAPE
PLANTING PLAN

SMALL NUMBER

LP100



1 LANDSCAPE PLANTING PLAN
Scale: 1" = 20'



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

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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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Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

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
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.

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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:

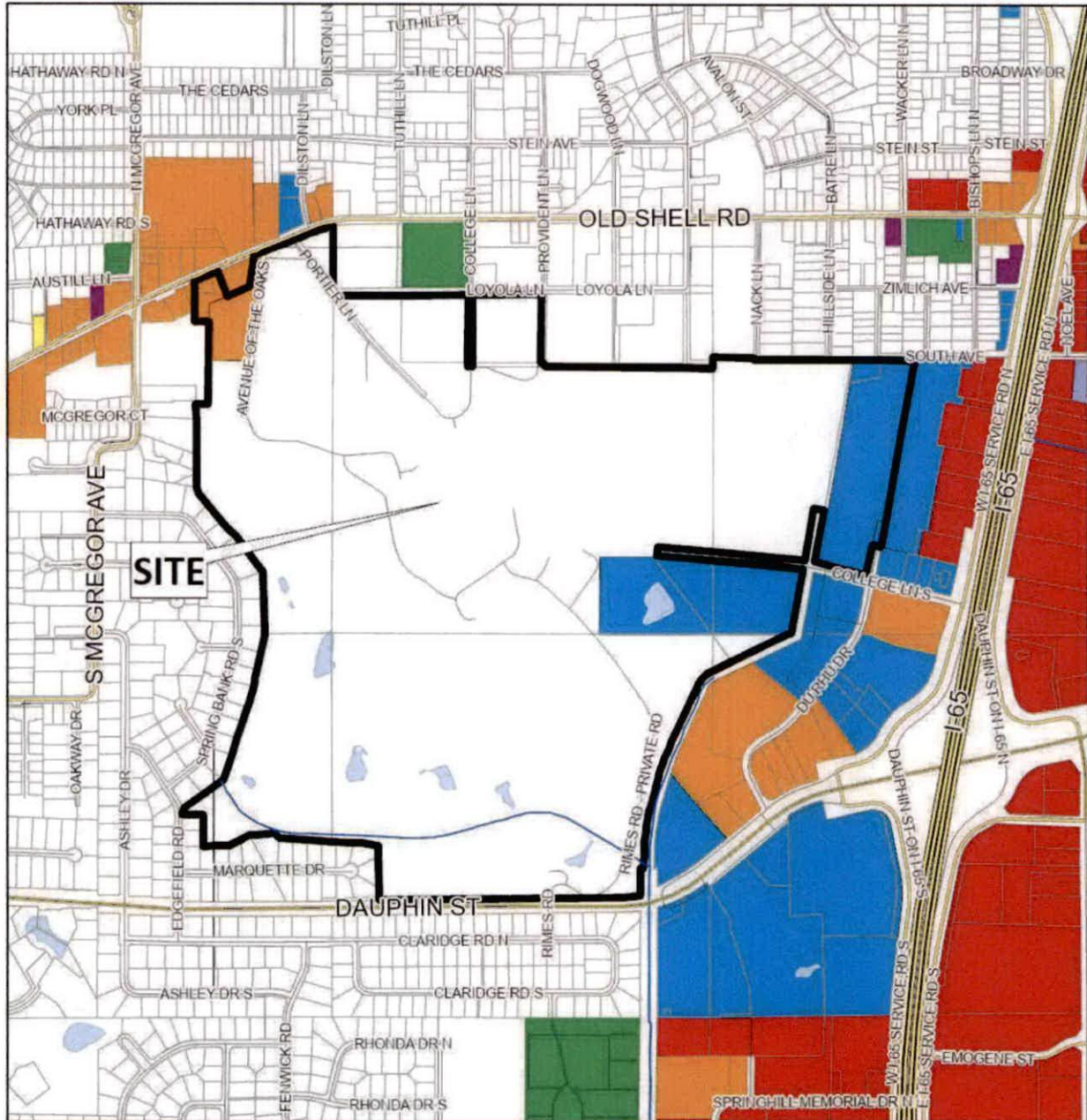
1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working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

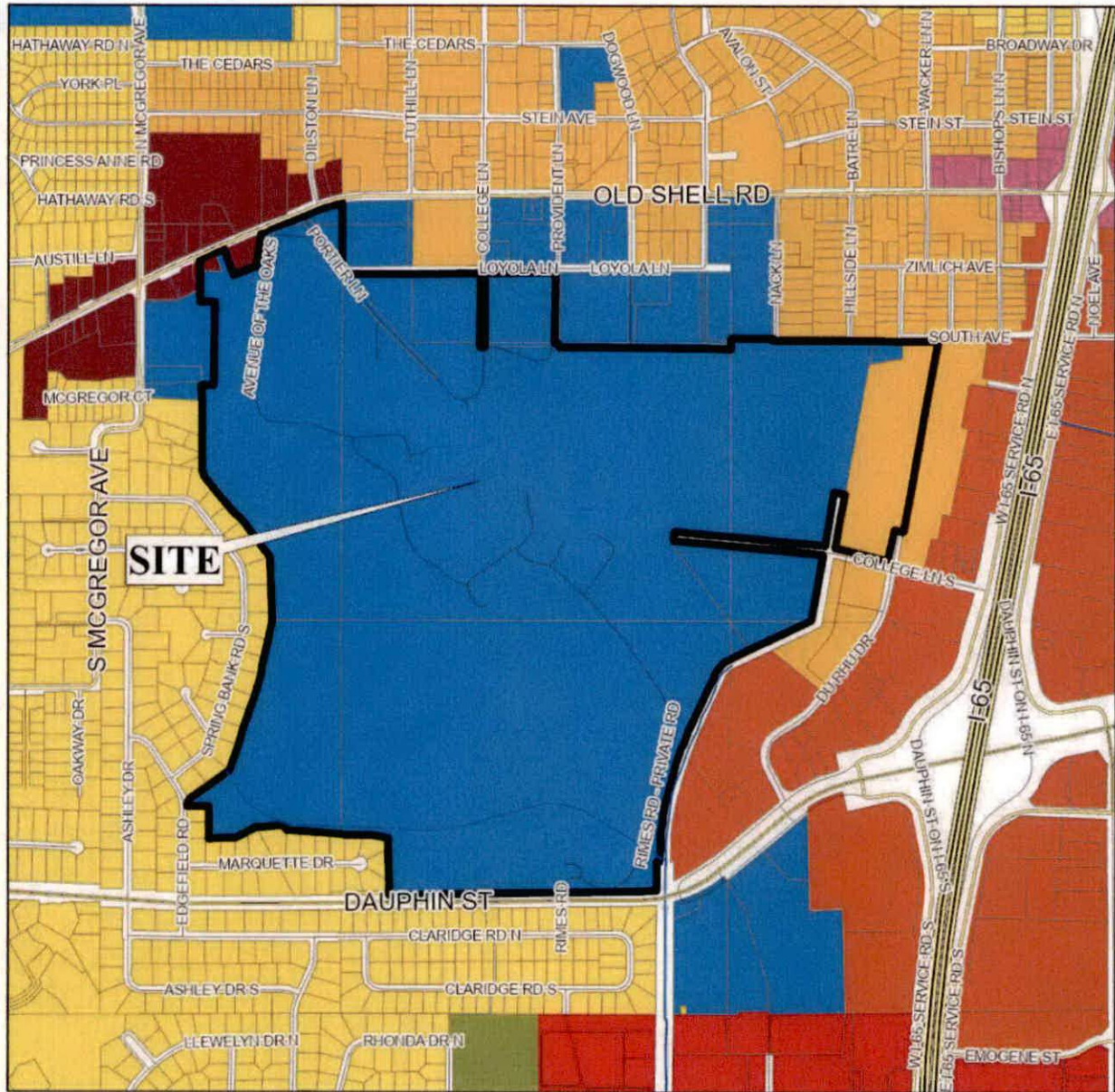
LOCATOR ZONING MAP



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



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

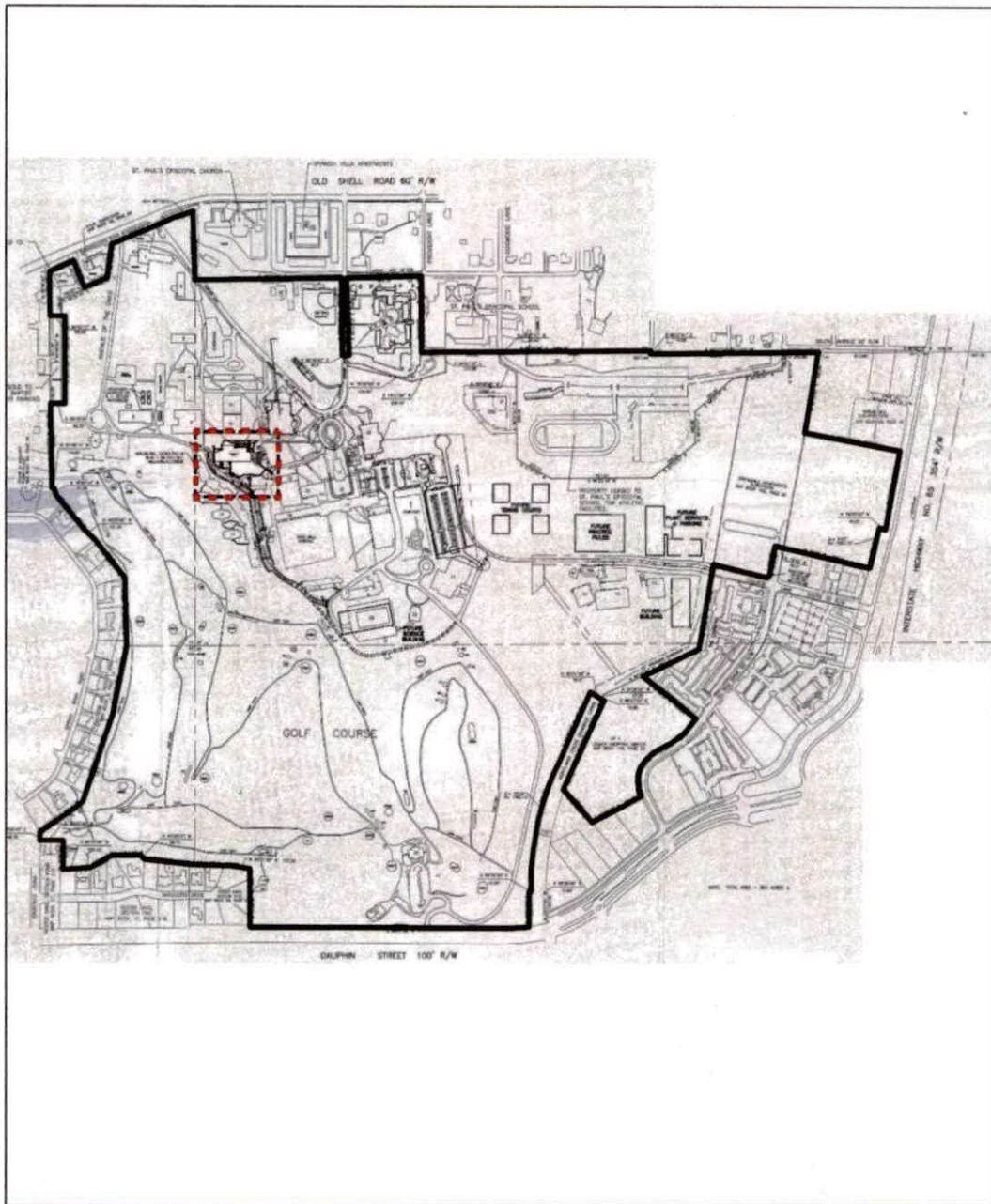


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APPLICATION NUMBER 12 DATE December 19, 2024
 APPLICANT Brian Courtney, Spring Hill College (Evan M. Geerts, P.E., Duplantis Design Group, Agent)
 REQUEST PUD Modification, Planning Approval Modification

N
NTS

SITE PLAN

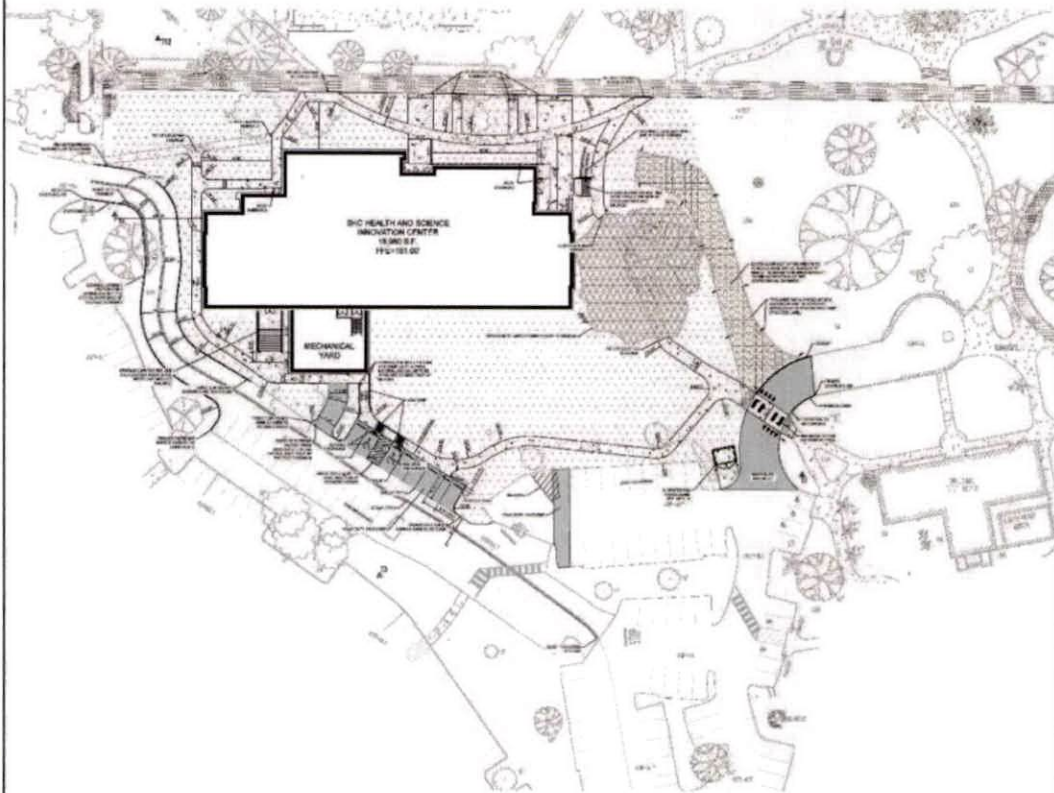


The site plan illustrates the existing building, and area for a proposed building.

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		



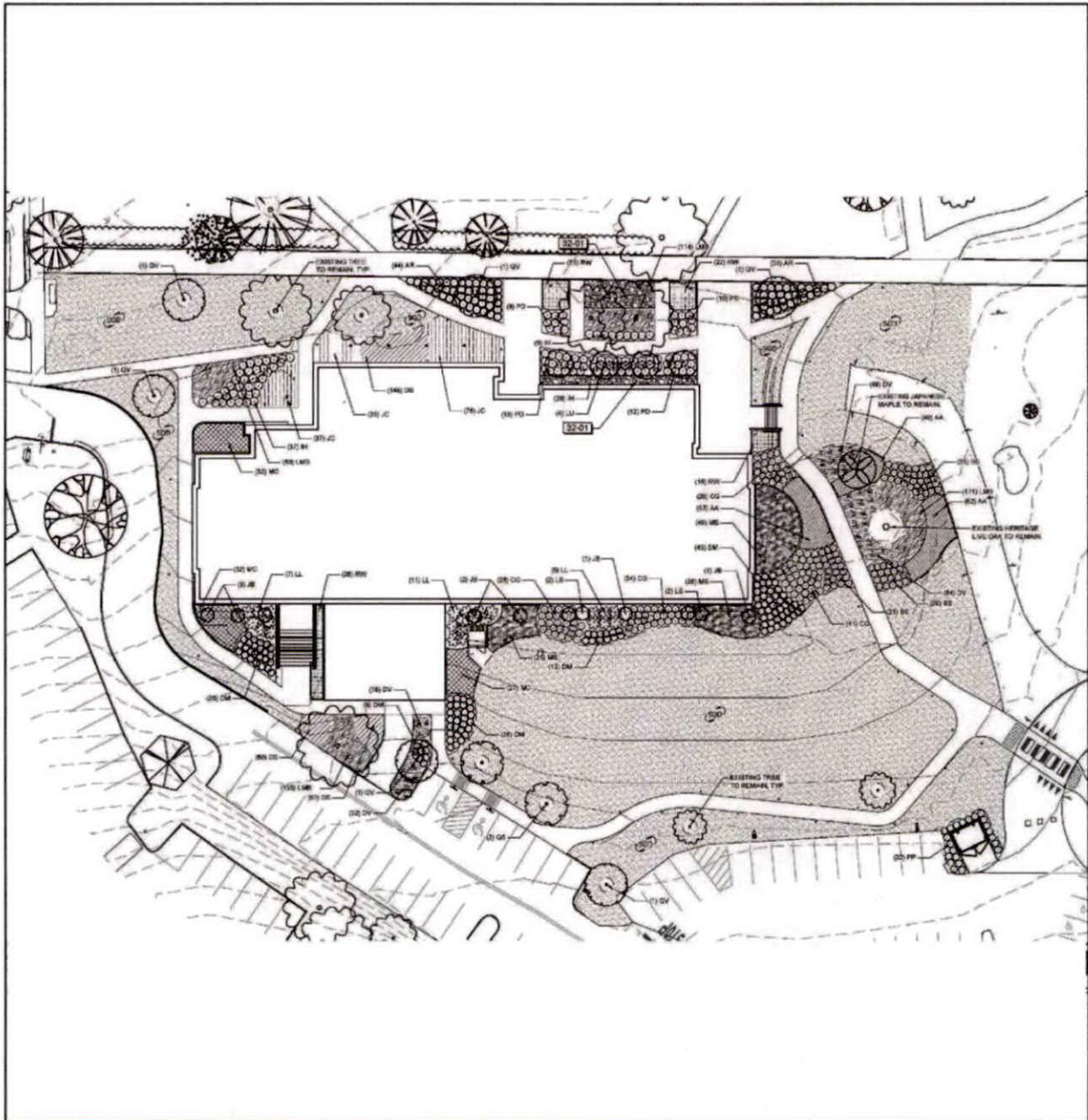
DETAIL SITE PLAN



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 (WDWU)
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;
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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:

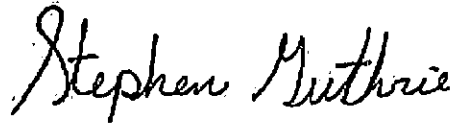
The Mobile City Planning Commission at its meeting on December 19, 2024, considered the request of Brian Courtney, Spring Hill College, for a Major Modification of a previously approved Planned Unit Development (PUD) amending the Master Plan of an existing college in an R-1, Single-Family Residential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

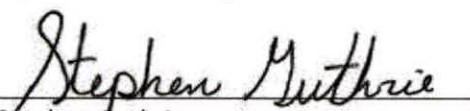
Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) 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

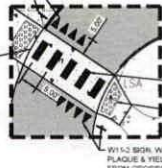
By: 
Stephen Guthrie
Deputy Director of Planning and Zoning

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 BDR W15-TP
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 & 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 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 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.



SPRING HILL HEALTH AND SCIENCE INNOVATION CENTER
100% CONSTRUCTION DOCUMENTS

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

ENGINEER OF RECORD



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.

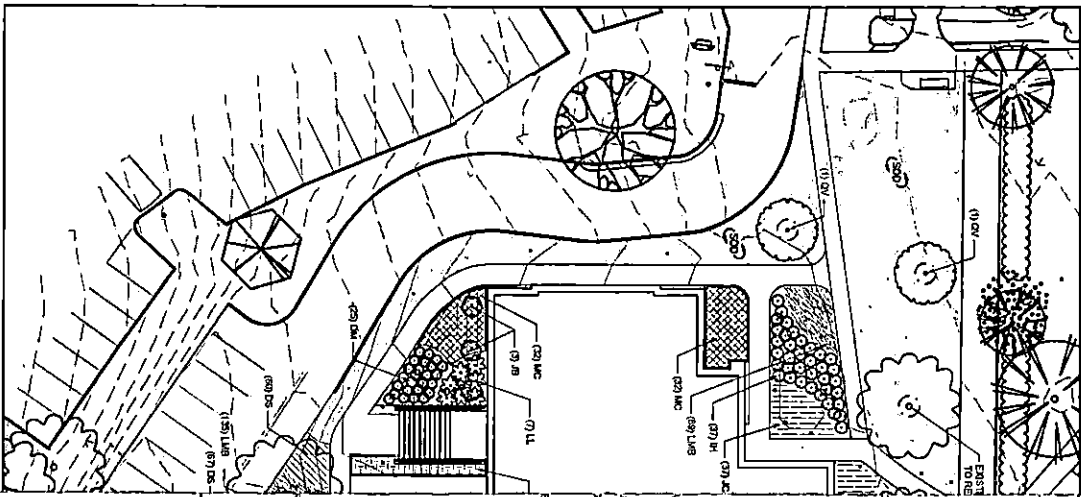
SPRING HILL COLLEGE
6208 GROTTO ROAD, MOBILE, AL 36608
23-081

ISSUE DATE:
11/15/2024

PROJECT NUMBER:
23-081

LANDSCAPE PLANTING PLAN

LP100

[illegible]



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

☐ **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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Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

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.



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
SEMMEES, 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

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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:	Page
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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
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:

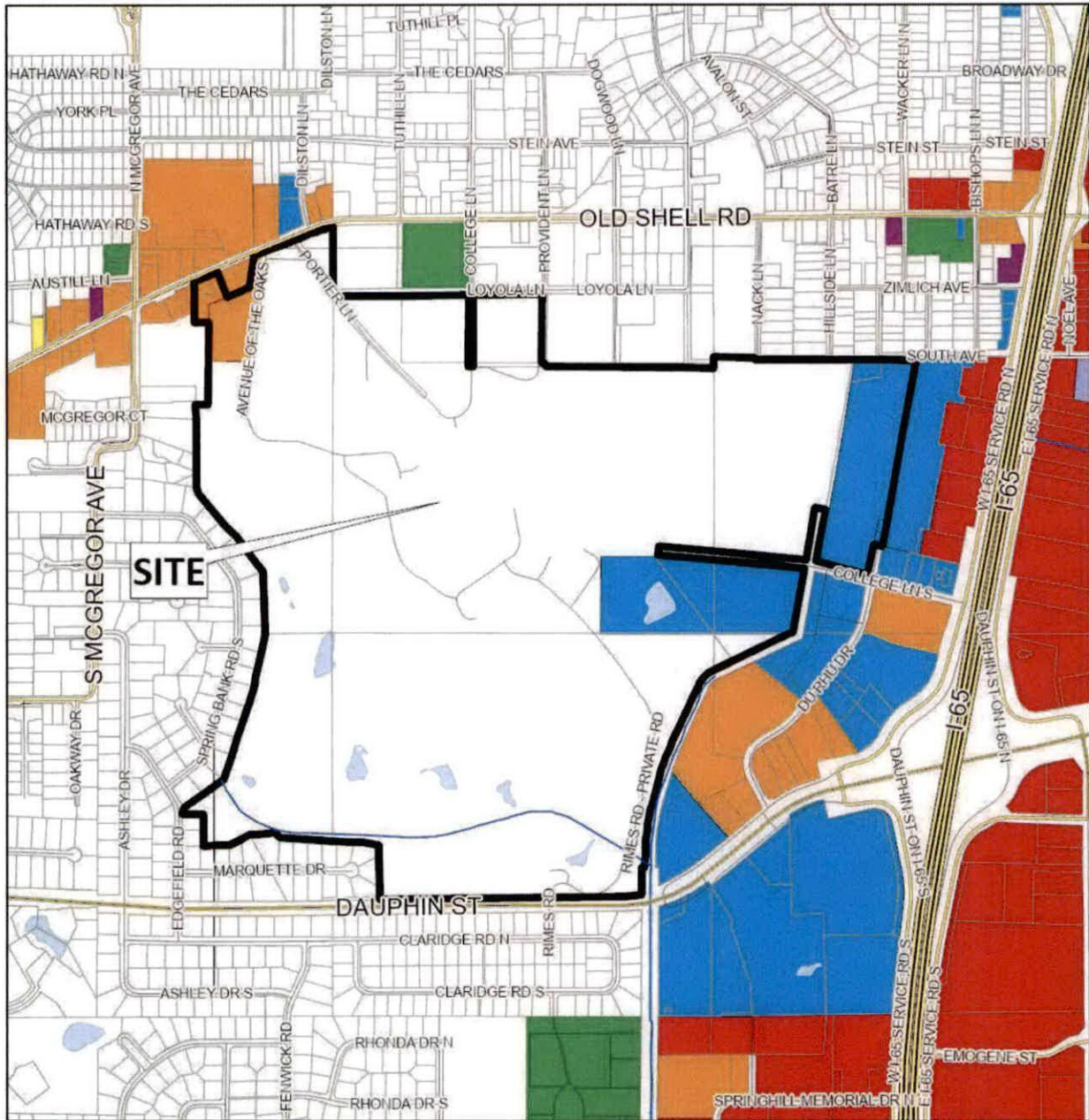
1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working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

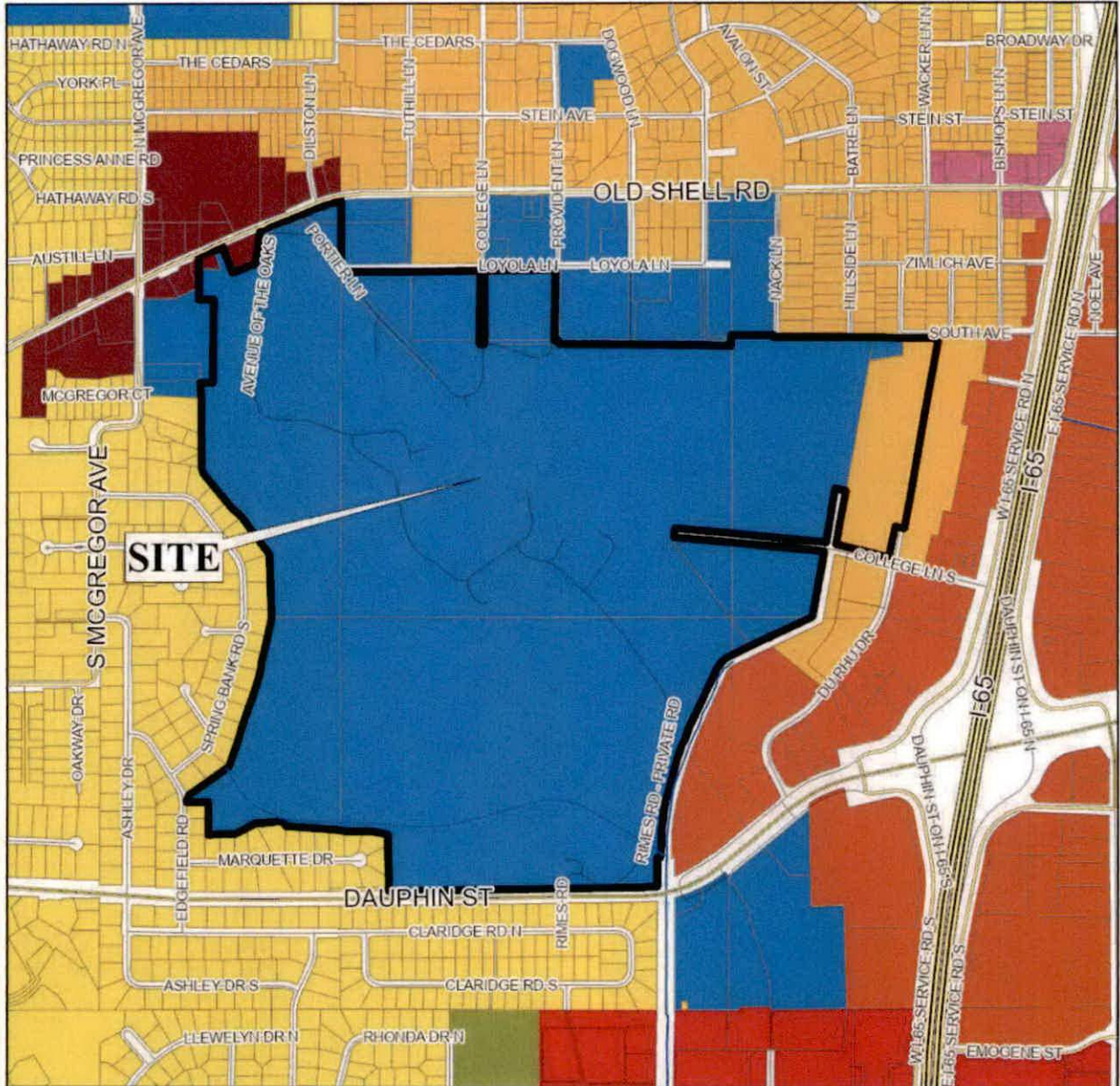
LOCATOR ZONING MAP



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

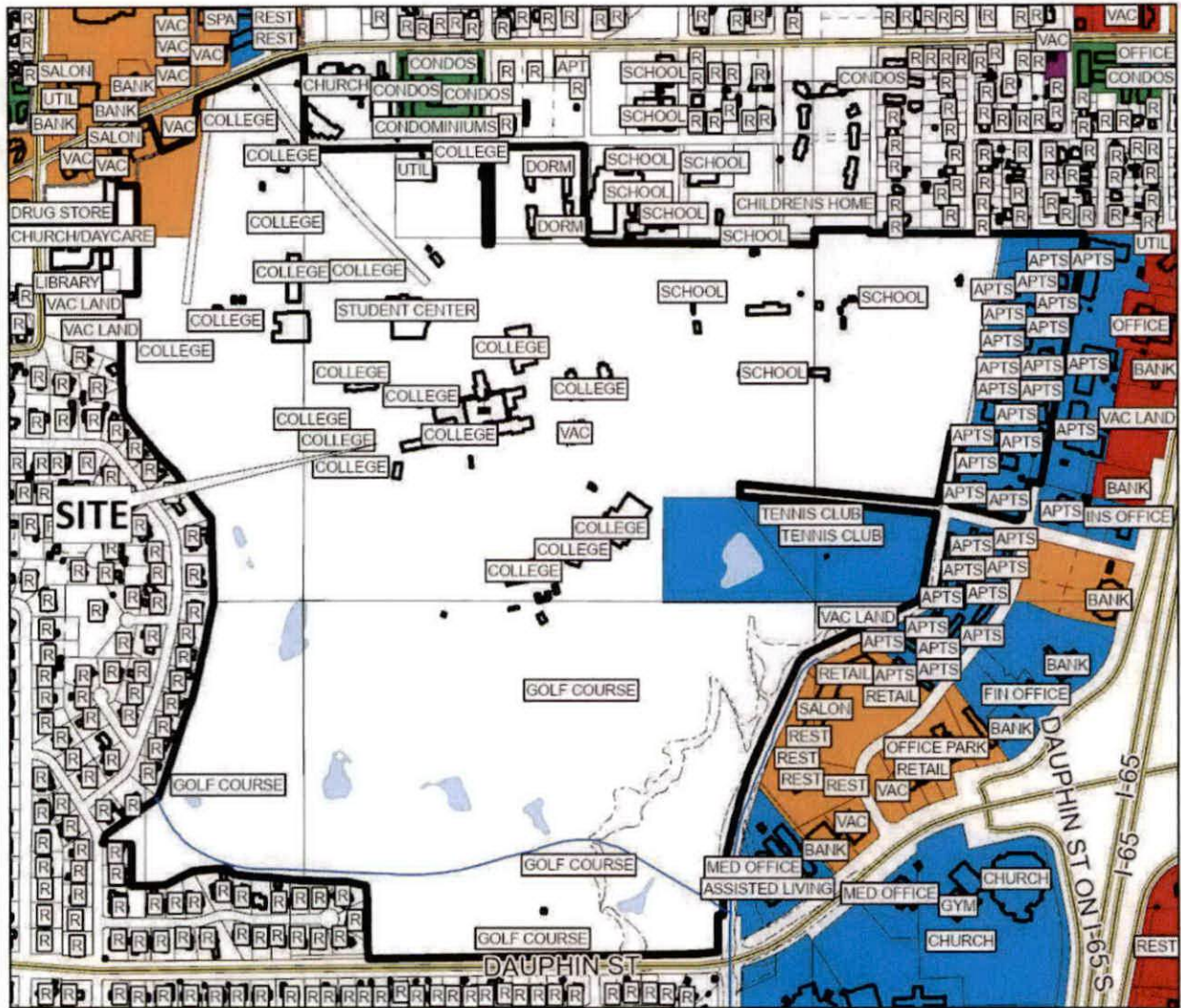
APPLICANT Brian Courtney, Spring Hill College (Evan M. Geerts, P.E., Duplantis Design Group, Agent)

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

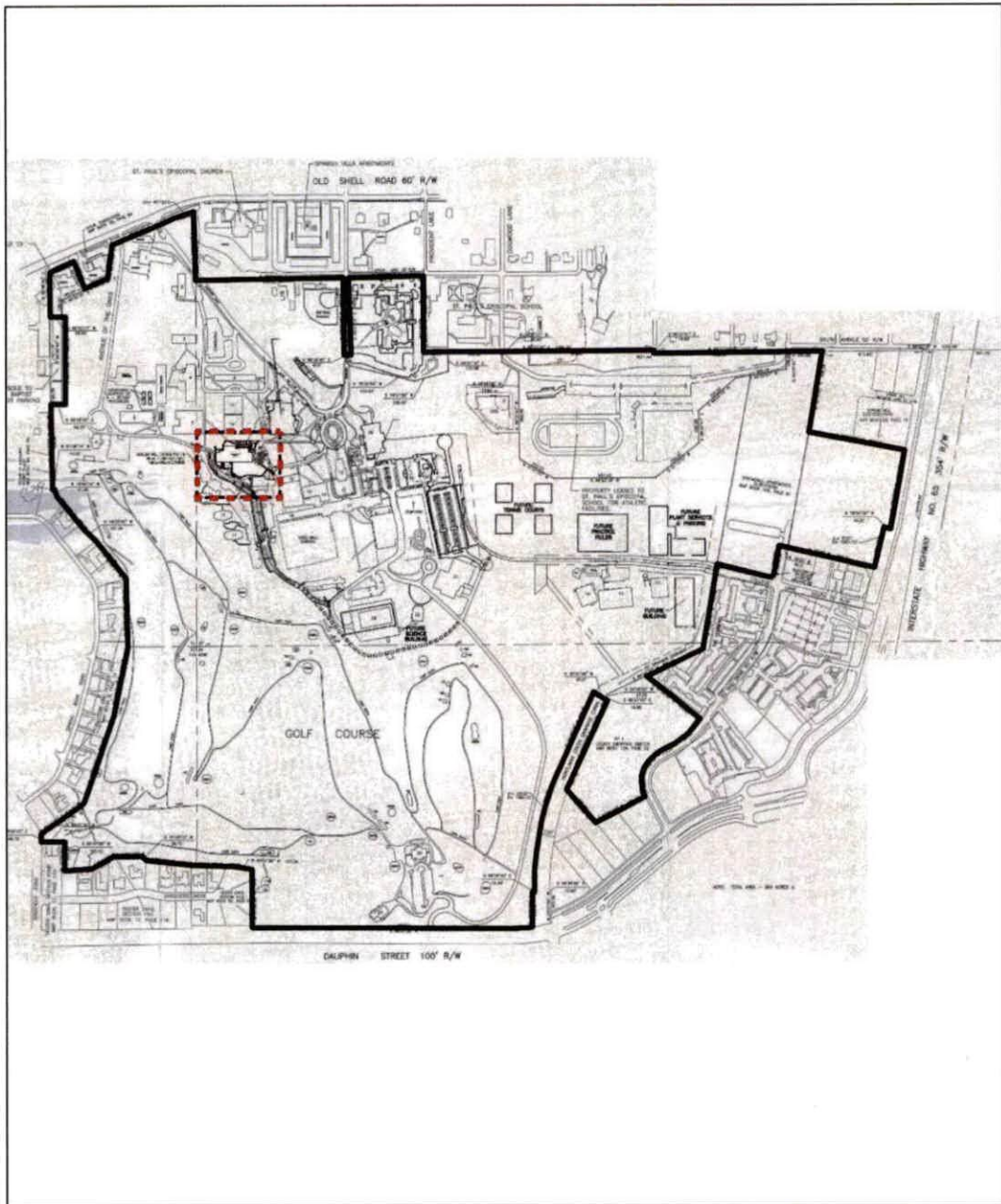
APPLICANT Brian Courtney, Spring Hill College (Evan M. Geerts, P.E., Duplantis Design Group, Agent)

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

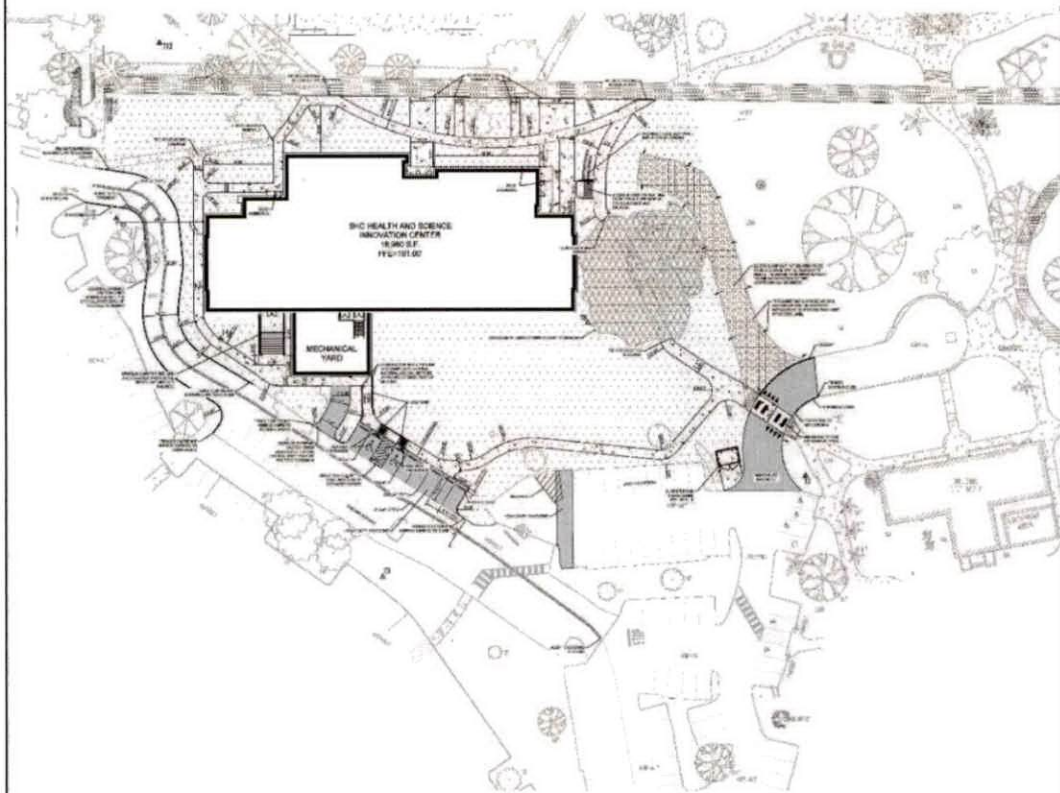


The site plan illustrates the existing building, and area for a proposed building.

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		



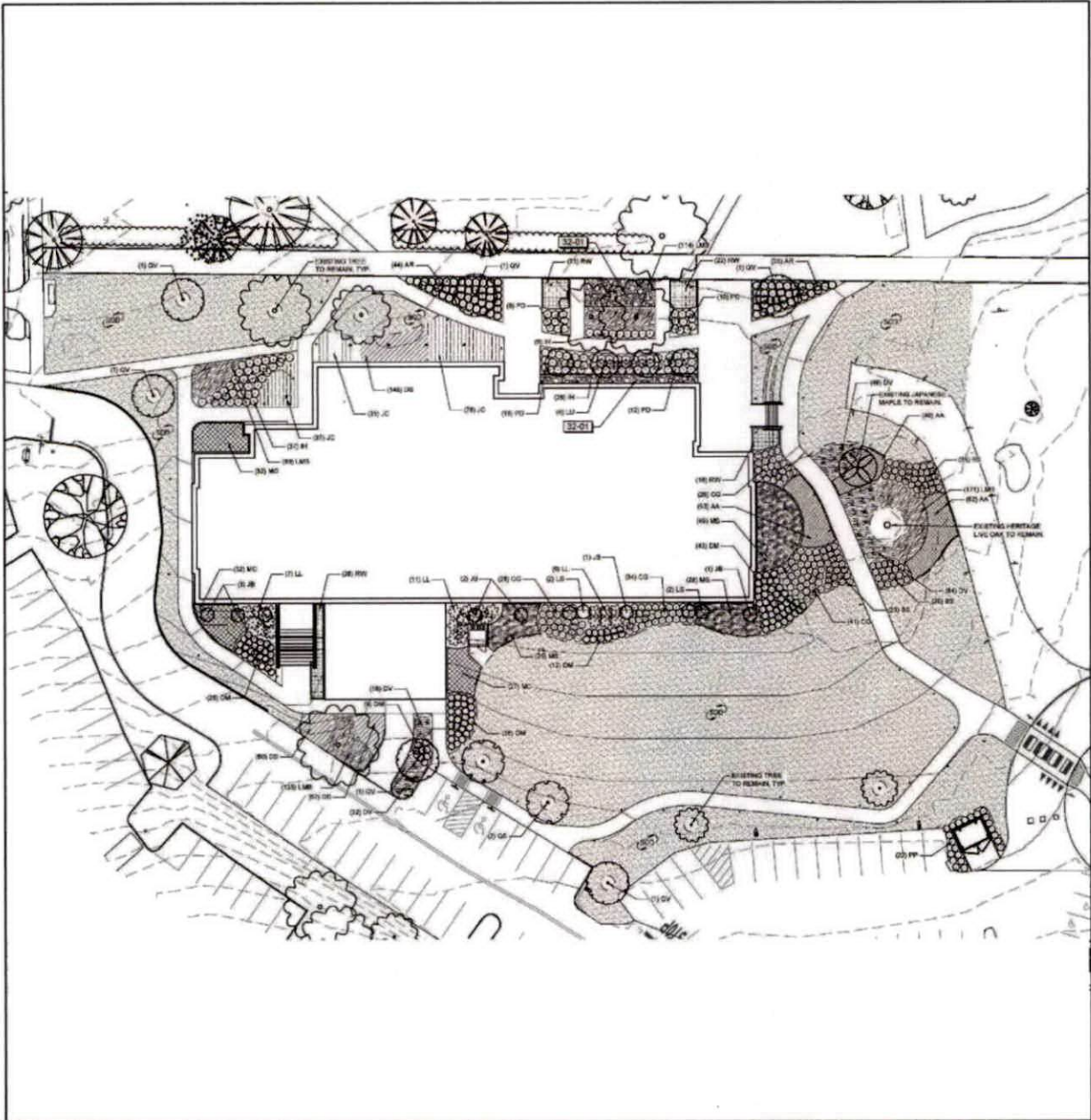
DETAIL SITE PLAN



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 (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

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 25, 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:

Lana Gauthier

Lana Gauthier

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										

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 219 of 558

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 220 of 558

Page 220 of 558



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 25, 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:

Lana Gauthier

Lana Gauthier

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	(293683) <u>CELLEBRITE INC</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00013843-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1502.1502.1502.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1
=====	=====

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	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
01/29/25	293683				GULF COAST TECHNOLOGY CENTE
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
----	-----------------------	-----	------------	-----------

General Notes

STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION.

001	AS PER QUOTE Q-430205-01 RENEWAL OF EXISTING SOFTWARE LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes	1.00 EACH	2000.00000	2000.00
-----	---	--------------	------------	---------

 B-BLB-01-002
 INSPECTOR SUBSCRIPTION
 START DATE 3/31/2025
 END DATE 3/30/2026
 SERIAL NUMBER: BBT4000002309

B-BLB-02-003
 INSPECTOR SUBSCRIPTION
 START DATE 3/31/2025
 END DATE 3/30/2026
 SERIAL NUMBER: BBT4000002309

Vendor Item
 Inventory Item/Loc 1723

1	1000.30.15.1502.1502.1502.0000.0000.42115.	2000.00
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=====	=====
Bill To	Requisition 00013843-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1502.1502.1502.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fo1a
vendorinvoices@cityofmobile.org	Status: Approved
	Page 2
=====	=====

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	Vendor	Date	Ship		
Ordered	Number	Required	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	1.00 EACH	1000.00000	1000.00
---	--------------	------------	---------

 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 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
---	---

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	Requisition 00013843-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1502.1502.1502.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fo1a
vendorinvoices@cityofmobile.org	Status: Approved
	Page 5
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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
	RENEWAL			
	START DATE 09/05/2025			
	END DATE 03/30/2026			
	SERIAL NUMBER: 978059779 AND 1556955695			
	S-UFD-30-003			
	INSEYETS PRO UFED SUBSCRIPTION			
	START DATE 09/05/2025			
	END DATE 003/30/2026			
	SERIAL NUMBERS: 978059779 AND 1556955695			
	S-UFD-20-006			
	INSEYETS PRO PA SUBSCRIPTION			
	START DATE 09/05/2025			
	END DATE 03/30/2026			
	SERIAL NUMBERS: 978059779 AND 1556955695			
	F-UFD-06-005			
	KIT			
	Vendor Item			
	Inventory Item/Loc 1723			
1	1000.30.15.1502.1502.1502.0000.0000.42115.			12681.38

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER

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: 9105fo1a 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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Page 10

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

Agenda of: February 25, 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:

Lana Gauthier

Lana Gauthier

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

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

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 2426450.77 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

**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 25, 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:

Lana Gauthier

Lana Gauthier

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
--	--	--------

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
-----	--	---------------	------------	----------

=====	=====
Bill To	Requisition 00018149-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved
	Page 2
=====	=====

Vendor
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	Vendor	Date	Ship		
Ordered	Number	Required	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	21.00	585.00000	12285.00
Quote No: Q-32831	EACH		
Vendor Item			

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
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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
	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

[About the Cooperative](#)[Bid Notices](#)[HGACBuy How2s](#)[Products & Services](#)[Resources](#)

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@sunsetfire.com

Phone: 800.642.8484

Fax: 251-928-9933

Sunbelt Fire, Inc.

Kent Bradley

kbradley@sunsetfire.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 25, 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:

Lana Gauthier

Lana Gauthier

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
--	--

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
--	---	--------

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
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	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
--	--

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	
Approved	01/30/25 SCOTT KEARNEY			
Approved	01/30/25 UDARA JAYASENA	Auto	approved by: 91057606	
Queued	01/30/25 DONALD ROSE	Auto	approved by: 91057606	
Queued	01/30/25 SANDRA LEWIS	Auto	approved by: 91057606	
Queued	01/30/25 STEVEN KRONINGER	Auto	approved by: 91057606	
Queued	01/30/25 SAMANTHA COOLEY	Auto	approved by: 91057606	
Queued	01/30/25 LONELL HARRIS	Auto	approved by: 91057606	
Queued	01/30/25 ANNE FOLEY	Auto	approved by: 91057606	
Queued	01/30/25 JOHN PAINE	Auto	approved by: 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: 9105fo1a 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
--	--

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



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 25, 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:

Lana Gauthier

Lana Gauthier



**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 31 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 25, 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:

Lana Gauthier

Lana Gauthier



**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

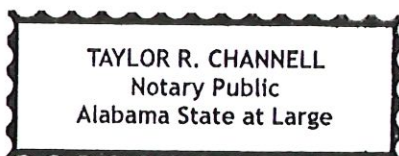
Its: Authorized Agent
Address: 11 N. Water Street RSA Battle House
Suite 9290, Mobile, AL 36602

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



AGENDA ITEM SUMMARY SHEET

Agenda of: February 25, 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:

Lana Gauthier
Lana Gauthier

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 25, 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:

Lana Gauthier

Lana Gauthier

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 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 25, 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:

Lana Gauthier

Lana Gauthier

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 25, 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. BL Harbert Resolution
3. B L Harbert

REVIEWERS:

Lana Gauthier
Lana Gauthier

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 ☒ 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: Stacey Howard Date 2-13-25

Revised 5/16/2022 Tiffany Hollins

R E S O L U T I O N

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

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.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(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)

Init.

§ 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:

NO.	ITEM NAME	UNIT (*)	UNIT PRICE
1	Mass Earth Excavation	CY	\$17.00
2	Trench Earth Excavation	CY	\$9.00
3	Hand Earth Excavation	CY	\$11.00

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User Notes:

4	Topsoil	CY	\$22.00
5	General or Open Site Areas	CY	\$50.00
6	Trench Backfill	CY	\$18.00
7	Select Fill	CY	\$22.00
8	Sod	SY	\$10.00
9	Fine Grading	SY	\$6.00
10	Grading – Cut and Export	CY	\$22.00

NO.	ITEM NAME	UNIT (*)	UNIT PRICE
11	Excavation and Disposal of Unsuitable Soils	CY	\$22.00
12	Seeding and Mulching	SY	\$6.00
13	Silt Fencing	LF	\$6.00
14	Temporary Construction Fencing	LF	\$25.00

(*) Legend to "Unit" quantity abbreviations:

SY	Square Yards	CY	Cubic Yards
LF	Linear Foot	SF	Square Foot
EA	Each	LBS	Pounds

§ 4.5 Liquidated damages:

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.

§ 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)

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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

Init.

§ 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)

Stephen Riley
Vice 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.
- .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
		\$1,000,000 each occurrence
B.	Property Damage	\$1,000,000 each occurrence; or
C.	Bodily Injury and Property Damage	\$1,000,000 combined single limit
- .4 Such comprehensive policy shall include the following:
 - A. All liability of the Contractor, for the Contractor's Direct Operations.
 - B. Subcontractor's Operations.
 - C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
 - D. General Aggregate Limit 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.

Init.

- 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

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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).
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.

- .5 Addenda, if any:

Number

01
02
03
04
05

Date

January 14, 2025
January 22, 2025
January 28, 2025
February 4, 2025
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

NONE

Title

Date

Pages

§ 9.2.1 Other documents, if any, listed below:

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User Notes:

§ 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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)

J. Garlington - US Group President
(Printed name and title)

ATTEST:

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared
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: _____

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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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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.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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User Notes:

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1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

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: Councilmember Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, THAT First Avenue be honorarily renamed “Margaret Small Way”.

Adopted:

City Clerk



MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **February 17, 2025**

SUBJECT: **WEED LIEN GROUP 1663**

Attached, please find Assessment Lists for Weed Lien Group Number **1663** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION):

2/25/2025

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING):

4/1/2025

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

*****FOR LOT CLEANING OFFICE USE*****

NUISANCE PHOTOS (DATED):

2/27/2025

LEGAL NOTICE DUE TO MOBILE LAGNIAPPE:

3/13/2025

LEGAL NOTICE ADS:

3/19/2025-3/26/2025

POSTING DATE:

3/25/2025

Copy to: Marchetta Taite

		WEED LIEN				
		CONTRACT NUMBER				
		1663		Res. No.		
2/25/2025		LOTS TO BE DECLARED		58-		
4/1/2025		LOTS FOR PUBLIC HEARING		58-		
//2025		LOTS TO BE ASSESSED FOR COST		58-		
		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	551 Kent St	46014	47709		1	
2	1867 Prichard Ave/0 Noble C Beasley Ave Par. No. (29 02 44 0 014 294.001)	30147	47710		1	
3	2066 Gibson St	44338	47711		1	
4	904 Cherry St	46410	47712		2	
5	331 Smith St	46260	47713		1	
6	282 Laurel Dr	46339	47714		2	
7	2905 Edgewood St	46162	47715		1	
8	301 Laurel Dr	46158	47716		2	
9	3919 Moffett Ct	45027	47717		7	
10	4014 Sonia Ct	45906	47718		3	
11	1005 Center St	43268	77719		2	
12	1700 Bolden St	44069	47720		1	
13	1868 Mott Dr N	36522	47721		1	
14	705 Dr Thomas Ave N	45371	47722		2	
15	1422 Wellington St	45441	47723		1	
16	901 Dr Thomas Ave N	45372	47724		2	
17	700 Dr Thomas Ave S	45375	47725		2	
18	1226 North Dr	42259	47726		3	
19	3002 First Ave	45703	47727		1	
				\$ -		
Numbers of lots cut		Numbers of lots cut				
District total for this group						
1	9	1				
2	7	2				
3	2	3				
4	0	4				
5	0	5				
6	0	6				
7	1	7				
	19			0		
*ADD Added in from other Groups						
*CBO Cut By Owner						
*N/A Taken out by Inspector						

Gary Fickman 2/17/25
Marchetta Jante 2-17-25

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE AS FOLLOWS:

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1663** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **1st day of April, 2025**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted:

City Clerk



MUNICIPAL ENFORCEMENT DEPARTMENT

MEMORANDUM

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director 

DATE: February 18, 2025

SUBJECT: Weed Lien Group 1661 Invoices for Council Agenda

Attached, please find invoices for completed Weed Lien Group Number(s) 1661. Please place these on the City Council's Agenda for February 25, 2025.

If you have any questions, please do not hesitate to contact me. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

		WEED LIEN				
		CONTRACT NUMBER			5294	
		1661			Res. No.	
10/22/2024	LOTS TO BE DECLARED			58-1009		
11/26/2024	LOTS FOR PUBLIC HEARING			58-1148		
2/25/2025	LOTS TO BE ASSESSED FOR COST			58-		
		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	2953 Edgewood St	41911	44887	\$ 266.00	1	
2	1325 Mobile St	41713	44888	\$ 50.00	1	CBO
3	1204 Satchell St	41871	44889	\$ 50.00	1	CBO
4	2009 Jones Ave	41875	44890	\$ 175.00	1	
5	1511 Diamond Dr	39669	44891	\$ 50.00	1	CBO
6	2325 St Stephens Rd	41065	44892	\$ 497.80	1	
7	6760 Moffett Rd	35224	44893	\$ -	7	N/A
8	3010 Warsaw Ave	41909	44894	\$ 200.00	1	
9	0 Warsaw Ave	41900	44895	\$ 200.00	1	
	Par. No. (29 02 44 0 010 064.001)					
10	2717 Warsaw Ave	43899	44896	\$ 198.50	1	
11	1072 Summerville St	43581	44897	\$ -	1	CBD
12	562 Leamore Ct	43467	44898	\$ 50.00	1	CBO
13	565 Marcus Dr	38078	44899	\$ 525.00	5	
14	611 Stimrad Rd	31126	44900	\$ -	2	N/A
15	805 Edwards St	42376	44901	\$ 50.00	2	CBO
16	474 Chin St	42422	44902	\$ 50.00	2	CBO
17	517 Yukers St	42510	44903	\$ 50.00	2	CBO
18	515 Yukers St	42509	44904	\$ 50.00	2	CBO
19	513 Yukers St	42506	44905	\$ 50.00	2	CBO
20	1404 Chinquapin St	39214	44906	\$ 50.00	2	CBO
21	1774 Princeton Woods Dr E	39788	44907	\$ 50.00	7	CBO
				\$ 2,612.30		
Numbers of lots cut						
District total for this group		Numbers of lots cut				
1	11		1	6		
2	7		2	0		
3	0		3	0		
4	0		4	0		
5	1		5	1		
6	0		6	0		
7	2		7	0		
	21			7		
*ADD Added in from other Groups						
*CBO Cut By Owner						
*N/A Taken out by Inspector						

Sawyer Parker 2-20-25
Marchetta Darte 2-20-25



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 17, 2025

Lot Owner: **SIRMON PAUL A**
116 AUGUSTA COURT
Address: **FAIRHOPE, AL 36532**

City, State, Zip:

Group Number: **1661** Item # **1**

Lot Description: **LOT 11 BLK N NEESE'S ADDN TO CRICHTON MBK 4 NS PG 168 #SEC 18 T4S R1W #MP29 08 18 1 002 (29 08 18 1 002 105.XXX) 2953 EDGEWOOD ST**

Nuisance Date: 10/22/2024 Posting Date: 11/19/2024 Hearing Date: 11/26/2024
Date lot was cut: 2/12/2025 Contractor: Mr. Isaac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	7,000	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		7	\$ 3.00	\$ 21.00
Debris Removal	Cubic Yard	10	\$ 7.00	\$ 70.00
Total Project Cost:				\$ 266.00

Shelice Dean
SECRETARY
Marbetta Pate
INSPECTOR
Isaac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 17, 2025

Lot Owner: **MCQUEEN MARVIN A LIFE ESTATE**

C/O DOROTHY PITTS

1524 CARLISLE DR W

Address: **MOBILE, AL 36617**

City, State, Zip:

Group Number: **1661** Item # **2**

Lot Description: **LOT 27, 28 & 29 BLK 4 MECHEM & SAGES 2ND SUBDIV OF LAFARGUE TRT DBK 121 P 511
#SEC 44 T4S R1W #MP29 02 44 0 013 (29 02 44 0 013 123.XXX) 1325 N MOBILE ST**

Nuisance Date: 10/22/2024 Posting Date: 11/19/2024 Hearing Date: 11/26/2024

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate	16,991	0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelise Dean

SECRETARY

Mychalita Taylor

INSPECTOR

Amy R. [Signature]

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
February 17, 2025

Lot Owner: **DICKINSON DAVID, HAZEL DICKINSON,**
Address: **JERRY DICKINSON, C/O ANNIE ALLEN**
City, State, Zip: **P. O. BOX 13151**
MOBILE, AL 36633-0151

Group Number: **1661** Item # **3**

Lot Description: **LOTS 18 & 19 BLK 10 MECHEM & SAGE SEC SUB LAFARGUE TRT DBK 121 P 511 #SEC 44**
T4S R1W #MP29 02 44 0 013 (29 02 44 0 013 360.XXX) 1204 SATCHELL ST

Nuisance Date: 10/22/2024 Posting Date: 11/19/2024 Hearing Date: 11/26/2024
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate	11,760	0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E Dean
SECRETARY

Max Keith
INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 17, 2025

Lot Owner: **MALONE YOLANDA L BRAXTON**
Address: **2153 MIMOSA DR**
City, State, Zip: **MOBILE, AL 36617**
Group Number: **1661** Item # **4**

Lot Description: **LOT 18 BLK F SUNNYMEADE SUB MBK 156 P 488 #SEC 44 T4S R1W #MP29 02 44 0 024 (29 02 44 0 024 353.XXX) 2009 JONES AVE**

Nuisance Date: 10/22/2024 Posting Date: 11/19/2024 Hearing Date: 11/26/2024
Date lot was cut: 2/12/2025 Contractor: Mr. Isaac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	4,725	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 175.00

Sholias Dean
SECRETARY

Marquita Davis
INSPECTOR

Isaac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
February 17, 2025

Lot Owner: **PNC BANK C/O MILLER CRAIG DARNELL**
Address: **1511 DIAMOND DR**
City, State, Zip: **MOBILE, AL 36617-1846**
Group Number: **1661** Item # **5**

Lot Description: **LOT 45 PARADISE PARK UNIT 2 EXC PT DESC AS BEG AT NW COR LOT 45 & RUN SELY ALG LINES DIV LOTS 44 & 45 50 FT TH NELY PAR WITH GREEN BACK DR 95 FT TO DIAMOND DR TH NWLY ALG DIAMOND DR 50 FT-S- TO GREENBACK DR TH SWLY ALG N/S OF LOT 45 100 FT TO BEG #SEC 44 T4S R1W #MP29 02 44 0 012 (29 02 44 0 012 286.XXX) 1511 DIAMOND DR**

Nuisance Date: 10/22/2024 Posting Date: 11/19/2024 Hearing Date: 11/26/2024
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	3,882	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E. Dean
SECRETARY
Margaretta Tate
INSPECTOR
Myron
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 17, 2025

Lot Owner: **SAMRON LLC**
C/O CHURCH'S CHICKEN #327
Address: **980 HAMMOND DR NE STE 1100**
City, State, Zip: **ATLANTA, GA 30328**
Group Number: **1661** Item # **6**

Lot Description: **LOTS 5 & 6 BLK 3 AS PER PLAT OF PPTY OF MCDONALD BROS DBK 156 NS P 94 & THAT PT OF LOT 4 BLK 3 OF PPTY OF MCDONALD BROS LYING NW OF AN AGREED BDRY LINE FENC PER INSTR IN DBK 530/72 ALL MORE PARTIC DESC AS FOLL BEG AT A PT ON W RWL OF ST STEPHENS RD WHERE IT IS INT BY S RWL OF LUCKIE ST RUN SELY ALG SD W/L OF ST STEPHENS RD 91.39 FT TO A BDRY/L FENCE AS PER INSTR IN DBK 530/72 TH WITH AN INT ANG OF 86 DEG 29 MIN 30 SEC RUN SWLY ALG SD BDRY/L FENCE 164.57 FT TO A PT ON ELY BDRY OF LOT 6 BLK 3 AS PER PLAT OF PPTY OF MCDONALD BROS IN DBK 156 N S P 94 TH WITH AN INT ANG OF 274 DEG 52 MIN RUN SELY ALG ELY BDRY OF LOT 6 DIS OF 26.26 FT TO SE COR OF LOT 6 TH WITH AN INT ANG OF 84 DEG 10 MIN 30 SEC RUN SWLY ALG SLY BDRY OF LOT 6 DIS OF 50 FT TO SW COR OF LOT 6 TH WITH AN INT ANG OF 95 DEG 49 MIN 30 SEC RUN NWLY ALG WLY BDRY OF LOT 6 DIS OF 120.61 FT TO A PT ON S RWL OF LUCKIE ST TH WITH AN INT ANG OF 84 DEG 10 MIN 30 SEC RUN NELY ALG SD S/L OF LUCKIE ST 216.99 FT TO POB #SEC 44 T4S R1W #MP29 02 44 0 023 (29 02 44 0 023 145.XXX) 2325 SAINT STEPHENS RD**

Nuisance Date: 10/22/2024 Posting Date: 11/19/2024 Hearing Date: 11/26/2024
Date lot was cut: 2/12/2025 Contractor: Mr. Isaac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		16,224	\$ 0.0125	\$ 202.80
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	35	\$ 7.00	\$ 245.00
Total Project Cost:				\$ 497.80

Sholice E. Dean
SECRETARY
Marcella Tate
INSPECTOR
Isaac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 17, 2025

Lot Owner: **SAMRON LLC**
C/O CHURCH'S CHICKEN #327
Address: **430 MANZANITA AVE**
City, State, Zip: **CORTE MADERA, CA 94925**
Group Number: **1661** Item # **6**

Lot Description: **LOTS 5 & 6 BLK 3 AS PER PLAT OF PPTY OF MCDONALD BROS DBK 156 NS P 94 & THAT PT OF LOT 4 BLK 3 OF PPTY OF MCDONALD BROS LYING NW OF AN AGREED BDRY LINE FENC PER INSTR IN DBK 530/72 ALL MORE PARTIC DESC AS FOLL BEG AT A PT ON W RWL OF ST STEPHENS RD WHERE IT IS INT BY S RWL OF LUCKIE ST RUN SELY ALG SD W/L OF ST STEPHENS RD 91.39 FT TO A BDRY/L FENCE AS PER INSTR IN DBK 530/72 TH WITH AN INT ANG OF 86 DEG 29 MIN 30 SEC RUN SWLY ALG SD BDRY/L FENCE 164.57 FT TO A PT ON ELY BDRY OF LOT 6 BLK 3 AS PER PLAT OF PPTY OF MCDONALD BROS IN DBK 156 N S P 94 TH WITH AN INT ANG OF 274 DEG 52 MIN RUN SELY ALG ELY BDRY OF LOT 6 DIS OF 26.26 FT TO SE COR OF LOT 6 TH WITH AN INT ANG OF 84 DEG 10 MIN 30 SEC RUN SWLY ALG SLY BDRY OF LOT 6 DIS OF 50 FT TO SW COR OF LOT 6 TH WITH AN INT ANG OF 95 DEG 49 MIN 30 SEC RUN NWLY ALG WLY BDRY OF LOT 6 DIS OF 120.61 FT TO A PT ON S RWL OF LUCKIE ST TH WITH AN INT ANG OF 84 DEG 10 MIN 30 SEC RUN NELY ALG SD S/L OF LUCKIE ST 216.99 FT TO POB #SEC 44 T4S R1W #MP29 02 44 0 023 (29 02 44 0 023 145.XXX) 2325 SAINT STEPHENS RD**

Nuisance Date: 10/22/2024 Posting Date: 11/19/2024 Hearing Date: 11/26/2024
Date lot was cut: 2/12/2025 Contractor: Mr. Isaac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		16,224	\$ 0.0125	\$ 202.80
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	35	\$ 7.00	\$ 245.00
Total Project Cost:				\$ 497.80

Shelia E. Dean
SECRETARY

Marghette Pate
INSPECTOR

Fary Smith
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 17, 2025

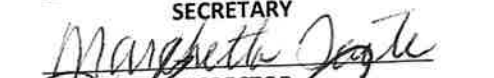
Lot Owner: **GULLETTE MARVA**
Address: **5808 SUMMIT AVE**
City, State, Zip: **MOBILE, AL 36608-3644**
Group Number: **1661** Item # **8**

Lot Description: **LOT 19 BLOCK C BOOKER T. WASHINGTON GARDENS MBK 4 PAGE 208 (29 02 44 0 010 064.XXX) 3010 WARSAW AVE**

Nuisance Date: 10/22/2024 Posting Date: 11/19/2024 Hearing Date: 11/26/2024
Date lot was cut: 2/12/2025 Contractor: Mr. Isaac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		12,000	\$ 0.0125	\$ 150.00
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 200.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

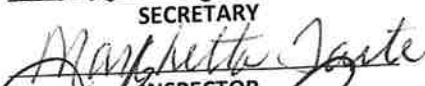
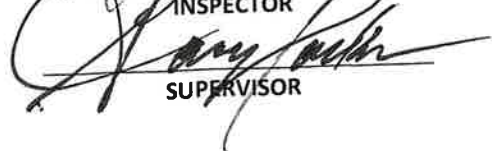
February 17, 2025

Lot Owner: **GULLETTE MARVA**
Address: **5808 SUMMIT AVE**
City, State, Zip: **MOBILE, AL 36608-3644**
Group Number: **1661** Item # **9**

Lot Description: **LOT 20 BLK C BOOKER T WASHINGTON MBK 4/208 #SEC 44 T4S R1W #MP29 02 44 0 010**
(29 02 44 0 010 064.001) 0 WARSAW AVE

Nuisance Date: 10/22/2024 Posting Date: 11/19/2024 Hearing Date: 11/26/2024
Date lot was cut: 2/12/2025 Contractor: Mr. Isaac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		12,000	\$ 0.0125	\$ 150.00
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 200.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
February 17, 2025

Lot Owner: **SAUCIER MELVIN**
Address: **2906 E 15TH AVE UNIT 1**
City, State, Zip: **TAMPA, FL 33605**
Group Number: **1661** Item # **10**

Lot Description: **LOT 151 BLK F TRINITY GARDENS 2ND ADD MBK 3 P 331 #SEC 44 T4S R1W #MP29 02 44 0 009 (29 02 44 0 009 358.XXX) 2717 WARSAW AVE**

Nuisance Date: 10/22/2024 Posting Date: 11/19/2024 Hearing Date: 11/26/2024
Date lot was cut: 2/12/2025 Contractor: Mr. Isaac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		11,400	\$ 0.0125	\$ 142.50
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		2	\$ 3.00	\$ 6.00
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 198.50

Shelia E. Deane
SECRETARY

Inspector
INSPECTOR

Supervisor
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 17, 2025

Lot Owner: **DAVIDSON HENRI**
Address: **9586 YARBROUGH RD**
City, State, Zip: **MIDLAND, GA 31820**
Group Number: **1661** Item # **12**

Lot Description: **LOT 5 LEAMORE COURT MBK 12 P 33 #SEC 42 T4S R1W #MP29 07 42 0 002 (29 07 42 0 002 271.XXX) 562 LEAMORE CT**

Nuisance Date: 10/22/2024 Posting Date: 11/19/2024 Hearing Date: 11/26/2024
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	5,828	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Sholice Dean
SECRETARY

Marjetha Smith
INSPECTOR

Jerry Smith
SUPERVISOR

6



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
February 17, 2025

Lot Owner: **COLE ROBERT III**
Address: **4365 WOODRUFF DR**
City, State, Zip: **EIGHT MILE, AL 36613**
Group Number: **1661** Item # **13**

Lot Description: **LOT 18 MONTCLIFF UNIT 4 MBK 15 PG 60 #SEC 36 T4S R2W #MP28 07 36 2 000 (28 07 36 2 000 051.XXX) 565 MARCUS DR**

Nuisance Date: 10/22/2024 Posting Date: 11/19/2024 Hearing Date: 11/26/2024
Date lot was cut: 2/12/2025 Contractor: Mr. Isaac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	9,100	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	50	\$ 7.00	\$ 350.00
Total Project Cost:				\$ 525.00

Sholice Dean
SECRETARY

Marichetta Ogata
INSPECTOR

James R. Smith
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 17, 2025

Lot Owner: **EDWARDS CAROLYN ARTESIA**
Address: **805 EDWARDS ST**
City, State, Zip: **MOBILE, AL 36610-3333**
Group Number: **1661** Item # **15**

Lot Description: **LOT 2 BLK 4 HERMANN & BURNEY SUBDIV DBK 156/92 LESS & EXC FOR RD ROW #SEC 44 T3S R1W #MP22 08 44 0 019 (22 08 44 0 019 345.XXX) 805 EDWARDS ST**

Nuisance Date: 10/22/2024 Posting Date: 11/19/2024 Hearing Date: 11/26/2024
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	4,693	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelvia E. Dean
SECRETARY

Margaretta Taylor
INSPECTOR

James A. Smith
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

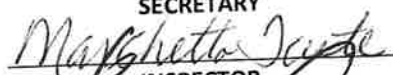
February 17, 2025

Lot Owner: **JACKSON CEPHUS & DARNELL**
Address: **8028 CLASSIC DR**
City, State, Zip: **JONESBORO, GA 30236**
Group Number: **1661** Item # **16**

Lot Description: **LOT 15 BLK 1 EAST HIGHLANDS SUB DBK 156 P 594 #SEC 44 T4S R1W #MP29 02 44 0 003 (29 02 44 0 003 130.XXX) 474 CHIN ST**

Nuisance Date: 10/22/2024 Posting Date: 11/19/2024 Hearing Date: 11/26/2024
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	4,760	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 17, 2025

Lot Owner: **MCMEANS ERICK**
Address: **195 VICTORY STATION BLVD**
City, State, Zip: **LAWRENCEVILLE, GA 30043**
Group Number: **1661** Item # **17**

Lot Description: **LOT 9 DOSS S/D MBK 76/85 #SEC 44 T4S R1W #MP29 02 44 0 022 (29 02 44 0 022 379.005) 517 YUKERS ST**

Nuisance Date: 10/22/2024 Posting Date: 11/19/2024 Hearing Date: 11/26/2024
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	2,723	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E. Deane
SECRETARY

Marjetha Darte
INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
February 17, 2025

Lot Owner: **STEPHENS GEORGE E & JOYCE S**
Address: **1733 HIGHLANDS VW SE**
City, State, Zip: **SMYRNA, GA 30082**
Group Number: **1661** Item # **18**

Lot Description: **LOT 8 DOSS S/D MBK 76/85 #SEC 44 T4S R1W #MP29 02 44 0 022 (29 02 44 0 022 379.004) 515 YUKERS ST**

Nuisance Date: 10/22/2024 Posting Date: 11/19/2024 Hearing Date: 11/26/2024
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	3,899	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Sheliae Dean
SECRETARY
Margaretta Zule
INSPECTOR
Fay Baker
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 17, 2025

Lot Owner: **STEPHENS GEORGE E & JOYCE S**
Address: **1733 HIGHLANDS VW SE**
City, State, Zip: **SMYRNA, GA 30082**
Group Number: **1661** Item # **19**

Lot Description: **LOT 7 DOSS S/D MBK 76/85 #SEC 44 T4S R1W #MP29 02 44 0 022 (29 02 44 0 022 379.003) 513 YUKERS ST**

Nuisance Date: 10/22/2024 Posting Date: 11/19/2024 Hearing Date: 11/26/2024
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	3,899	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E. Dean
SECRETARY

Marabeth M. Mite
INSPECTOR

Fay Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 17, 2025

Lot Owner: **JOHNSON PATRICIA H**
C/O RAYMOND HENINGBURG
Address: **31251 WOODLAND WAY**
City, State, Zip: **SPANISH FORT, AL 36572**
Group Number: **1661** Item # **20**

Lot Description: **LOT 23 BLK 38 STRAUSS ADD TO WOLFF HGTS DBK 153 P 30 #SEC 13 T4S R1W #MP29 06 13 0 003 (29 06 13 0 003 043.XXX) 1404 CHINQUEPIN ST**

Nuisance Date: 10/22/2024 Posting Date: 11/19/2024 Hearing Date: 11/26/2024
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	2,570	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E. Dean
SECRETARY
Magdalena J. Jente
INSPECTOR
[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

February 17, 2025

Lot Owner: **MAY KENDRICK L**
C/O HASAN MOHAMED
 Address: **425 PHILLIPS BLVD**
 City, State, Zip: **EWING, NJ 08618**
 Group Number: **1661** Item # **21**

Lot Description: **LOT 13 PRINCETON WOODS UNIT 1 MBK 27 P 25 #SEC 05 T4S R2W #MP28 03 05 1 000**
(28 03 05 1 000 008.XXX) 1774 PRINCETON WOODS E

Nuisance Date: 10/22/2024 Posting Date: 11/19/2024 Hearing Date: 11/26/2024
 Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate	10,857	0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelvia Dean
 SECRETARY

Margaret J. Gault
 INSPECTOR

Andy Becker
 SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT
 Lot Cleaning Invoice
 February 17, 2025

Lot Owner: **MAY KENDRICK L**
C/O HASAN MOHAMED
 Address: **6508 DYNAMITE DR**
 City, State, Zip: **MCKINNEY, TX 75070**
 Group Number: **1661** Item # **21**

Lot Description: **LOT 13 PRINCETON WOODS UNIT 1 MBK 27 P 25 #SEC 05 T4S R2W #MP28 03 05 1 000**
(28 03 05 1 000 008.XXX) 1774 PRINCETON WOODS E

Nuisance Date: 10/22/2024 Posting Date: 11/19/2024 Hearing Date: 11/26/2024
 Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate	10,857	0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E. Dean
 SECRETARY

Monchetha J. Ford
 INSPECTOR

Harry P. Baker
 SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Weed Lien Group 1661** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Cory Penn

WHEREAS, *Councilmember Reynolds wishes to appropriate \$500.00 to Jack & Jill of America, Inc., Mobile Chapter*, from District 1 Discretionary Fund (10041020 42080); and

WHEREAS, *Jack & Jill of America, Inc., Mobile Chapter*, 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 *Jack & Jill of America, Inc., Mobile Chapter*, will be used to assist with the annual Le Beautillion Militaire Dinner Dance.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$500.00 to Jack & Jill of America, Inc., Mobile Chapter, 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 **Africatown Community Development Corporation***, from District 2 Discretionary Fund (10041020 42080); 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 a dumpster rental for the Jakes Lane Community Garden clean-up day.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$500.00 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 Ben Reynolds

WHEREAS, *Councilmember Reynolds wishes to appropriate \$500.00 to **Salty Kidz***, from District 4 Discretionary Fund (10041020 42080); and

WHEREAS, **Salty Kidz**, 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 **Salty Kidz**, *will be used to assist with the annual fishing event at Meaher State Park.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$500.00 to **Salty Kidz**, 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 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 a dumpster rental for the Jakes Lane Community Garden Clean-Up Day.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$500.00** 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



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 25, 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 Musco Sports Lighting LLC for Medal of Honor Park tennis court lights.

Amount of Contract:

\$33,000.00

Funding Source

CIP PK MOH ENTRANCE AMPITH LIGHTS

ATTACHMENTS:

1. 20250219 Musco Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 25 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 Musco Sports Lighting LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Musco Sports Lighting LLC for Medal of Honor Park tennis court lights.

CIP PK MOH ENTRANCE AMPITH LIGHTS

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$33,000.00

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: Sourcewell 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>13405</u>	2025	(1032) ARCHITECTURAL ENGINEERING	MEDAL OF HONOR PARK TENNIS COURT LIGHTS (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$33,000.00	<u>(278697) MUSCO SPORTS LIGHTING LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013405-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor
 MUSCO SPORTS LIGHTING LLC
 100 1ST AVENUE WEST

Ship To
 COTTAGE HILL TENNIS CENTER
 1711 HILLCREST ROAD

OSKALOOSA, IA 52577

MOBILE, AL 36695
 LAURENCEJ@CITYOFMOBILE.ORG

Tel#800-808-6020
 Fax 641-672-4740

Delivery Reference
 C0789 MEDAL OF HONOR LIGHTING

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/28/25	278697				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

AS PER SOURCEWELL CONTRACT 041123-MSL THAT EXPIRES 6-16-27 AND YOUR QUOTE 191846

001 ADDITIONAL MUSCO TENNIS COURT LIGHTING TO MATCH RECENTLY INSTALLED LIGHTING AT MEDAL OF HONOR PARK PER VENDOR SUBMITTAL AND QUOTE (ATTACHED) All purchase orders should note the following: Sourcewell Purchase - Contract Number: 041123-MSL These statements should be added with the PO submittal: Responsibilities of Buyer Electrical Engineer Consultant has verified pole or luminaire locations, supply voltage and phase required for lighting system prior to production. Electrical Engineer Consultant has provided electrical design and materials for electrical distribution system On site Contractor will provide labor and equipment for installation of bases and poles On site Contractor responsible for	1.00 EACH	33000.00000	33000.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013405-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor
 MUSCO SPORTS LIGHTING LLC
 100 1ST AVENUE WEST

OSKALOOSA, IA 52577

Tel#800-808-6020
 Fax 641-672-4740

Ship To
 COTTAGE HILL TENNIS CENTER
 1711 HILLCREST ROAD

MOBILE, AL 36695
 LAURENCEJ@CITYOFMOBILE.ORG

Delivery Reference
 C0789 MEDAL OF HONOR LIGHTING

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET
 5TH FLR S TOWER ROOM 546
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/28/25	278697				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
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getting electrical power to the site, coordination with the utility, and any power company fees The owner of the field will be responsible for the structural integrity of the existing poles and/or structures and supervise Contractor during installation. On site Contractor will unload and store of the material on site until ready for install.
 Additional Description Notes

All purchase orders should note the following: Sourcewell Purchase -
 Contract Number: 041123-MSL
 Vendor Item No.: Project #191846

1	2000.80.00.0000.0000.0000.0000.42140. E C0789 .NONCONTRCT.			33000.00
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Ship To
 COTTAGE HILL TENNIS CENTER
 1711 HILLCREST ROAD
 MOBILE, AL 36695
 Delivery Reference
 C0789 MEDAL OF HONOR LIGHTING

Deliver To
 ARCHITECTURAL ENGINEERING
 205 GOVERNMENT STREET

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013405-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.42140. Review: Buyer: 910518227 Status: Approved	Page 3
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Vendor
MUSCO SPORTS LIGHTING LLC
100 1ST AVENUE WEST

Ship To
COTTAGE HILL TENNIS CENTER
1711 HILLCREST ROAD

OSKALOOSA, IA 52577

MOBILE, AL 36695
LAURENCEJ@CITYOFMOBILE.ORG

Tel#800-808-6020
Fax 641-672-4740

Delivery Reference
C0789 MEDAL OF HONOR LIGHTING

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/28/25	278697				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			

Requisition Link

Requisition Total 33000.00

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

Account	Amount	Remaining Budget
E C0789 .NONCONTRCT.	33000.00	142.03

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.42140.	33000.00	
CAPITAL IMPROVEMENTS FUND EXP MISCELLANEOUS SERVICES		

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

Activity	Date	Clerk	Comment
Approved	01/29/25	JACOB LAURENCE	Auto approved by: 910518486
Approved	01/29/25	CARLEEN STOUT	approved!
Approved	01/29/25	CASSIE BOATWRIGHT	Auto approved by: 910518486
Approved	01/29/25	BRENDA RHODES	
Approved	01/29/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	01/29/25	RELYA MALLORY	Auto approved by: 910511034
Unknown	02/19/25	SANDRA LEWIS	
Approved	02/19/25	DONALD ROSE	Auto approved by: 910518227
Approved	02/19/25	SANDRA LEWIS	
Approved	02/19/25	STEVEN KRONINGER	Auto approved by: 910518227
Approved	02/19/25	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	02/19/25	LONELL HARRIS	Auto approved by: 910518227
Approved	02/19/25	ANNE FOLEY	Auto approved by: 910518227

Musco Sports Lighting, LLC

Sports lighting

#041123-MSL

Maturity Date: 6/16/2027

Sourcewell 
Awarded Contract

Contact us

Have questions about a contract or cooperative purchasing?

Contact our dedicated team online or call 877-585-9706.

[Products & Services](#)[Buy Sourcewell](#)[Documents](#)[Contact Information](#)

Products & Services

Sourcewell contract 041123-MSL gives access to the following types of goods and services:

- Light-Structure System™ lighting
- SportsCluster® lighting system
- Total Light Control - TLC for LED™ technology
- Control-Link® control system
- Mini-Pitch System™ modular sports solution
- Communication-Structure System™ complete system
- Contract accepted in Canada

Buy Sourcewell

Login to unlock more contract features.

Username

Password

[Log In](#)

[Forgot username or password?](#) 

[Setup Buy Sourcewell access](#) 

Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

Search Suppliers & Contracts

[General Contracts](#)

[eZIQC Contracts](#)

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

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 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 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 Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'RLR', with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 25, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Agreement for purposes of facilitating the sale and development of the land commencing at a point on the North right-of-way line of Government Street and the West line of vacated Commerce Street.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Agreement(ASPA, AL, One Water)2.25.25
2. One Water, LLC 2.25.2025

REVIEWERS:

Brandi Montgomery

Chris Kern

James Barber

THIS INSTRUMENT PREPARED BY:

FINAL – FOR EXECUTION

T. Bruce McGowin, Esq.
Hand Arendall Harrison Sale LLC
Post Office Box 123
Mobile, Alabama 36601
(251) 432-5511

STATE OF ALABAMA
COUNTY OF MOBILE

AGREEMENT

THIS **AGREEMENT** (“**Agreement**”), is made and entered into the ____ day of _____, 2025, the (“**Effective Date**”) by and between the **ALABAMA STATE PORT AUTHORITY**, an agency of the State of Alabama, and its successors and assigns (collectively, “**ASPA**”), **THE STATE OF ALABAMA**, and its successors and assigns (collectively, the “**State**”) and **ONE WATER, LLC**, an Alabama limited liability company, and its successors and assigns (collectively, “**One Water**”, and, collectively with ASPA and the State, the “**Parties**” and each a “**Party**”).

RECITALS:

WHEREAS, the Alabama State Docks Department, as predecessor state agency to ASPA, by Statutory Warranty Deed dated October 31, 1990, as recorded in Real Property Book 3704, Page 485 (the “**ASPA Deed**”), the State by Conveyance of Submerged Lands dated October 31, 1990, as recorded in Real Property Book 3704, Page 490 and the State by Patent dated January 23, 2025, as recorded at Instrument 2025004855 (the “**Patent**”) (collectively, the “**Deeds**”), did each grant certain lands as more particularly described therein to the City of Mobile, Alabama (“**City**”), including both upland and submerged lands (collectively, “the **Land**”); which Land is described on Exhibit A hereto; and

WHEREAS, the City and One Water have entered into an Agreement for Purchase and Sale for the purchase, sale and development of the Land by One Water (and, as amended, the “**PSA**”); and

WHEREAS, the Deeds contain a provision that requires, prior to any transfer of the Land by the City, that City first offer the land to the ASPA and the State for purchase (“**Purchase Option**”); and

WHEREAS, ASPA and the State are willing to waive their respective Purchase Option on the Land as it relates to One Water solely upon the terms and conditions stated in this Agreement; and

WHEREAS, the Deeds also contain a twenty foot (20') wide easement ("**Dock No. 2 Easement**") benefitting ASPA and the State along the northern property line of the Land for maintenance of ASPA's Dock No. 2 as described or depicted upon Exhibit A thereto ("**Dock No. 2**"), and the ASPA Deed also contains an easement for ASPA's rail corridor along the West line of the Land ("**Rail Easement**"), which Rail Easement shall remain in full force and effect according to its terms, notwithstanding the execution of this Agreement; and

WHEREAS, ASPA, State and One Water intend to amend and restate the existing Dock No. 2 Easement as provided hereinbelow; and

WHEREAS, by deed to be subsequently issued pursuant to the PSA by the City to One Water, the City may, by deed, grant, bargain and sell the Land to One Water ("**City Deed**"); and

WHEREAS, ASPA and the State desire hereby to make certain other agreements with One Water that will result in amendments and changes to existing provisions in the Deeds and to provide additional agreements between the Parties.

NOW, THEREFORE, in consideration of the payment by One Water to ASPA and the State of the sum of TEN AND NO/100 DOLLARS (\$10.00) on the Effective Date hereof, and other good and valuable consideration to each of the Parties, ASPA, the State and One Water agree as follows:

W I T N E S S E T H :

ARTICLE I. RELEASE OF RIGHT OF FIRST REFUSAL

KNOW ALL MEN BY THESE PRESENTS that ASPA and the State (upon and subject to the conditions, covenants, easements, exceptions, limitations, reservations, restrictions, agreements, and other matters hereinafter contained or mentioned) hereby, to the extent of ASPA's and the State's respective interests, do REMISE, RELEASE, QUITCLAIM, AND CONVEY unto One Water all of ASPA's and the State's right, title, and interest in and to all rights of first refusal pertaining to the Land as set forth in the Deeds, including, without limitation, the Purchase Option; SUBJECT HOWEVER, to the conditions that (i) if the Land is not ultimately transferred to One Water by the City pursuant to the PSA or (ii) the Land shall, following delivery and recordation of the City Deed, thereafter revert to the City pursuant to the PSA or the City otherwise acquires title to the Land, then, in either event, ASPA and the State shall continue to retain all rights now existing under the Deeds to receive notice and have an opportunity to purchase the Land pursuant to the Purchase Option as more particularly set forth in the Deeds.

**ARTICLE II.
RESTATED DOCK NO. 2 EASEMENT**

1. The Dock No. 2 Easement set forth in the Deeds is hereby amended and restated to provide as follows:

- (1) There is hereby expressly reserved, and, for the avoidance of doubt, One Water does hereby GRANT, BARGAIN SELL and CONVEY unto ASPA, its successors and assigns, a perpetual easement for the purpose of placing, constructing, operating (including, without limitation, for use as an outfall for stormwater drainage in accordance with and as limited by Paragraph 2.1(d) below), repairing, maintaining, rebuilding, replacing, relocating and removing a dock facility on the ASPA's property lying immediately North of and adjoining the Land, over and across that certain strip or parcel described as follows:

A 20-foot easement described as follows: Commencing at a point on the North right of way line of Government Street and the West line of vacated Commerce Street as described in instrument recorded in Real Property Book 1930, Pages 196-209, Probate Court records, Mobile County, Alabama, thence run North 11° -04'-21" West (this bearing and all subsequent bearings refer to Alabama State Plane Coordinate System) along said West line 812.22 feet to the point of beginning of the easement herein described; thence continue North 11° -04'-21" West 20.03 feet to a point; thence North 81° -57'-01" East 455.17 feet to the point on the pierhead and bulkhead line along the West side of Mobile River as described in instrument recorded in Real Property Book 3330, Page 52-53, aforesaid Probate Court records; thence South 07°-48'-18" East along said pierhead and bulkhead line 20.00 feet; thence South 81° -37'-30" West 454.03 feet to the point of beginning.

2. ASPA's use of the above described Dock No. 2 Easement shall be subject to the following conditions:

2.1 Reasonable Use of Easements.

(a) The Dock No. 2 Easement hereinabove reserved by and granted to ASPA shall be used and enjoyed by ASPA in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business on the Land, including, without limitation, access to and from said business, and the receipt, delivery or shipment of supplies, materials, merchandise or products in connection therewith. ASPA acknowledges that the Dock No. 2 Easement area (the "**Easement Area**") shall be used by One Water and other owners, occupants licensees, permittees and invitees of the Land (collectively, the "**Users**") for vehicular and pedestrian access, ingress and egress to and from parts of

the Land and possibly also property to the south of the Land (the “**South Property**”). ASPA further acknowledges that said access over the Easement Area is critical to the operations on the Land and on the South Property. When accessing or performing any work within or using the Easement Area, ASPA shall therefore use its best efforts to keep at least one vehicle lane within the Easement Area open and unobstructed at all times to allow vehicular and pedestrian access through the Easement Area at all times.

(b) Except in the case of emergencies, ASPA shall give One Water written notice at least 10 business days prior to accessing the Easement Area for any purpose and shall include in such notice the purpose of the access, the starting date and time for such access and the estimated duration of the access. Once commenced, any maintenance, repair or other work done by or through ASPA within or using any part of the Easement Area shall be diligently prosecuted to completion, subject to reasonable delays caused by events of force majeure, so as to minimize any interference with the business and operations on the Land and South Property. ASPA shall with due diligence repair at its sole cost and expense any and all damage caused to the Easement Area by such access or work and restore the affected portion of the Easement Area to a condition which is equal or better than the condition which existed prior to the commencement of such access or work and using materials equal or better than the materials which existed prior to the commencement of such access or work. ASPA shall pay all costs and expenses associated with the performance of such access and work.

(c) Except for temporary use and temporary structures (such as scaffolding) as reasonably required for repairs or maintenance to Dock No. 2, which use shall be subject to the provisions of Article II, Section 2.1(b) hereinabove, ASPA shall not construct or erect any structures, buildings or other improvements within the Easement Area. ASPA shall not permit any construction or materialmen’s lien to be placed upon, or remain upon, the Easement Area due to any work performed by or through ASPA. If any construction or materialman’s lien is filed it must be bonded off or released within thirty (30) days after written notice to ASPA.

(d) The Parties acknowledge that stormwater is discharged from Dock No. 2 via a drainage system (“**Drainage System**”) onto the Easement Area through a 36 inch storm drain and a small pipe opening approximately twenty (20) feet to the East thereof, in the two (2) locations shown on the drawings attached hereto as Exhibit B (“**Discharge Locations**”), and agree that all stormwater from the Dock No. 2 facility discharged onto the Easement Area, except for surface runoff not collected by the Drainage System, shall be confined and limited to the Discharge Locations; provided, if necessary for the construction of improvements on the Land and/or operations on the Land, One Water may request, subject to ASPA’s prior written approval of all plans, specifications and materials therefor, which may be approved or disapproved in ASPA’s commercially reasonable discretion, to add piping or other extensions to said outfall discharge pipes (and no other portions of the Drainage System) at the Discharge Locations, or either of them, in order to

channel the stormwater discharged at the Discharge Locations to the Mobile River (or to a location nearer to the Mobile River) upon the following conditions: (i) such extension(s) are done entirely upon the Land and not upon Dock No. 2; (ii) such improvements, extensions and/or alterations do not impede or decrease the amount or rate of the stormwater discharge at the Discharge Locations as same is currently discharged; (iii) there is absolutely no interruption or impairment whatsoever of ASPA's ability to utilize its Dock No. 2 to berth vessels thereat; (iv) all such work performed on Dock No. 2 or on any other land or improvements owned by ASPA (as distinguished from work performed solely on the Land) shall be subject to such then customary port security, indemnity and insurance requirements imposed by ASPA upon any person performing similar work upon ASPA properties; (v) One Water shall, with due diligence, repair at its sole cost and expense any and all damage caused to Dock No. 2 by such work and restore the affected portion of Dock No. 2 to a condition which is equal to or better than the condition which existed prior to the commencement of such work and using materials equal to or better than the materials which existed prior to the commencement of work; (vi) all permits from the Alabama Department of Environmental Management together with any other required governmental permits are duly issued for such extension of the Discharge Locations; and (vii) all costs and expenses associated with such work shall be at One Water's sole expense.

2.2 No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Easement Area. No easements, except those expressly set forth in Paragraph 1 above, shall be implied by this Agreement.

2.3 Use by One Water. One Water reserves all rights to use the Dock No. 2 Easement Area for any purpose that does not prevent ASPA from using the Dock No. 2 Easement for the purposes set forth in Paragraph 1 above.

3. Indemnity and Insurance.

3.1 Indemnity. When accessing and/or performing any work or construction within the Easement Area or using the Dock No. 2 Easement, ASPA (and any contractor or other person or entity accessing the Easement Area and/or performing or causing such construction or work by or through ASPA) shall, to the extent permitted by law, defend, indemnify, and hold harmless One Water and all other owners and occupants of the Land (each an "**Indemnitee**") from and against all claims, actions, and proceedings brought against (and costs incurred in connection therewith, including reasonable attorneys' fees and costs of suit), and all damages, losses, and expenses suffered or incurred by, any Indemnitee, resulting from an accident, injury or loss or damage whatsoever occurring to any person or to the property of any person or entity during the performance of such work or construction and arising from and relating to such work or construction unless directly caused by the Indemnitee.

3.2 **Insurance.** Upon accessing or commencement of any construction or work by or through ASPA within the Easement Area or using the Dock No. 2 Easement (and thereafter throughout such access, work or construction), ASPA and its contractor(s) accessing the Easement Area and/or performing such construction or work shall keep in full force and effect commercial general liability insurance and, if necessary, commercial umbrella and/or excess insurance issued by one or more insurance carriers, insuring against liability for injury to or death of persons and loss of or damage to property occurring from events in, on and about the Easement Area, with coverage limits of at least Two Million and No/100 Dollars (\$2,000,000.00) combined single limits for bodily injury and property damage per occurrence and an aggregate limit for such insurance in the amount of at least Four Million and No/100 Dollars (\$4,000,000.00). Compliance with the insurance obligations hereunder may be effected by endorsement to any blanket policy of insurance. Such liability policy or policies shall name One Water as additional insured thereon. ASPA will deliver to One Water certificates for each policy of insurance it is required to maintain hereunder prior to accessing the Easement Area, except in the case of emergencies and, in such events, said certificates to be delivered as soon as reasonably possible. Such certificates shall contain an endorsement stating the insurance coverage cannot be terminated (or the stated amounts set forth above reduced) without at least thirty (30) days prior written notice to One Water.

ARTICLE III. DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Covenants (“**Restrictive Covenants**”) is made by One Water for the benefit of ASPA and imposes the following Restrictive Covenants upon use of the Land:

WHEREAS, the Mobile River channel adjacent to the Land possesses significant commercial, navigation and other uses and values of benefit to ASPA and to the people of the State of Alabama and the United States , including, without limitation, the docking and transit of vessels on the adjacent Mobile River and navigation thereupon; and

WHEREAS, the Parties desire to place and impose the Restrictions hereafter stated in furtherance of such benefits;

NOW THEREFORE, One Water hereby declares that the Land shall be held, transferred, conveyed, leased, occupied or otherwise disposed of and used subject to the following Restrictive Covenants, which shall run with the land and be binding on all successors and assigns, lessees, or other occupiers and users of the Land.

1. **Prohibitions & Restrictions (the “Restrictions”).**

- a. **East Construction Line; Waterfront.** One Water shall not construct or erect any buildings or structures further east than the eastern boundary line of the Land as described and depicted on Exhibit A (“**East Construction**

Line”); the area between the easternmost portion of any building or structure so constructed or erected on the Land and the East Construction Line is sometimes referred to herein as the “**Waterfront**”.

- b. **No Vessels Allowed.** No ships, boats, canoes, kayaks or other vessels shall be permitted to tie up, anchor or otherwise secure themselves to any permanent or temporary structure constructed by and/or owned, leased or used by One Water (“**One Water Structure**”) upon the Waterfront and One Water shall not provide any tie-ups, anchor points, anchor buoys, rings or other mooring facilities at, upon or about the One Water Structure.
- c. **Marking of Waterfront.** If any ship, boat or other vessel violates Section 1b above of this Article III, ASPA, the Alabama Law Enforcement Agency (including its Marine Police) and the City of Mobile Police Department shall each have the right, at such times and in such manner as each or all shall elect to install such markers, buoys or other devices to indicate that watercraft are prohibited from entering the Waterfront, provided such markers, buoys or other devices are placed no further West than five feet (5 ft.) West of the East Construction Line.
- d. **Waterfront Recreation.** Neither One Water, or any of its guests, invitees or any other persons or entity over which One Water has control, shall engage in any outdoor or recreational activities, including kayaking, boating, fishing, and similar recreation activities upon the Waterfront.
- e. **No Filling, etc.** There shall be no filling, flooding, excavating, mining or drilling; no removal of natural materials; no dumping of materials; and no alteration of the subsurface topography in any manner east of the East Construction Line.
- f. **Uses.** It is distinctly understood and agreed that One Water shall not use the Land and/or the Waterfront, or any part thereof, for any one or more of the following: (1) a commercial or industrial port or terminal facility, (2) a cargo or bulk handling or storage facility, or (3) any type of enterprise which would be competition, directly or indirectly, with the activities of ASPA, or its successors and assigns as they may exist from time to time.

2. **Amendment.** After recording, these Restrictive Covenants may only be amended by a recorded document signed by ASPA and One Water (or their respective successors and assigns). In recognition of the fact that these Restrictive Covenants are imposed solely for the benefit of ASPA, no consent or signature of the State or the City shall be required.

3. **Enforcement.** One Water grants to ASPA a discretionary right to enforce these Restrictive Covenants in a judicial action against any person(s) or other entity(ies) violating or attempting to violate these Restrictive Covenants. These enforcement rights are cumulative, in addition to, and shall not limit enforcement rights available under other provisions of law or equity, or under any permit or certification.

4. **Benefits and Burdens.** Every person who is an owner, lessee, grantee of any right therein or other persons or entity holding any interest or right in and to the Land and/or Waterfront does by reason of such agree to all the terms and provisions of these Restrictive Covenants and shall be entitled to its benefits and subject to its and their burdens.

ARTICLE IV. RELOCATION OF RAIL CROSSING

As stated above, the Rail Easement shall remain in full force and effect. However, the parties acknowledge that CSX Transportation, Inc. (“CSX”) currently uses and operates a railroad track over the Rail Easement area (the “**Rail Easement Area**”) pursuant to a separate easement over the Rail Easement Area currently held by CSX, and that One Water is currently in discussions with CSX to (i) relocate the existing vehicle rail crossing over the center of the Rail Easement Area to the northern part of the Rail Easement Area as shown on Exhibit C hereto (the “**Crossing Relocation**”), and (ii) construct a tunnel and/or other improvements over the remainder of the Rail Easement Area (collectively, the “**RR Improvements**”). If CSX consents and authorizes the Crossing Relocation, ASPA shall (and does hereby) consent to the Crossing Relocation. ASPA does not, however, hereby consent to the RR Improvements (including, without limitation, actual construction details, provisions for protection of the Dock No. 2 Easement, compliance with Federal, State and local governmental requirements, construction timelines, compensation for delays to rail traffic or any other matter relating to the RR Improvements), but ASPA will participate in and reasonably cooperate with discussions and efforts by One Water and CSX to agree upon (and if ASPA so elects, consent to) the RR Improvements.

ARTICLE V. MISCELLANEOUS

1. **RECITALS:** All the above Recitals are hereby acknowledged as true and correct by all Parties and are incorporated into this Agreement by reference.

2. **TERMINATION OF AGREEMENT.** Should the Closing (as defined in the PSA) not occur by the earlier of the date specified for such in the PSA (and recording of the City Deed shall be conclusive proof of the Closing having occurred) by the last date specified for such in the PSA or five (5) Calendar years from the Effective Date, this Agreement shall then and thereafter be null and void and no Party shall have any further rights or obligations hereunder (the

“Termination”). To evidence of record such Termination, but not as a condition or pre-requisite thereto (which Termination shall be self-operative without further act or deed), any one or more of APSA, One Water and/or the City may record an acknowledgment of Termination in the Office of the Judge of Probate of Mobile County, Alabama.

3. **NO WAIVER.** The failure of ASPA, the State and/or One Water to insist in any one or more instances upon the strict performance of the covenants of this Agreement shall not be construed as a waiver or relinquishment of such covenant, but the same shall continue and remain in full force and effect, and that no waiver by ASPA, the State and/or One Water of any provision hereof shall be deemed to have been made unless expressed in writing and signed by ASPA, the State and/or One Water, as applicable.

4. **ASSIGNMENT.** This Agreement and all rights hereunder are granted to One Water and any successor entity to which it may assign the PSA (the **“Initial Grantee”**) and any subsequent owner(s) of the Land after the Initial Grantee.

5. **NOTICES.** All notices or correspondence required or permitted to be given hereunder shall be in writing. Notices may be given in person, or may be sent by nationally recognized overnight courier, hand delivery, registered or certified mail (postage prepaid and return receipt requested), or electronic transmission with written confirmation to the party to be notified at the following addresses:

If to ASPA:

Alabama State Port Authority
Attn: Real Estate Division
250 North Water Street, Suite 330
Mobile, Alabama 36602
Fax: (251) 441-7216
Email: Travis.Black@alports.com

If to One Water:

One Water, LLC
Attn: Kathy Sherman
41 West I-65 Service Road North, Suite 30
Mobile, Alabama 36608
Email: kathy@burtonprop.com

And to:

J. Stephen Harvey, Esq.
McDowell, Knight, Roedder & Sledge, L.L.C.

11 North Water Street, Suite 13290
Mobile, Alabama 36602
Email: sharvey@mcdowellknight.com

If to the State:

If to the City:

City of Mobile
Office of the Mayor
205 Government Street
Government Plaza
Mobile, Alabama 36644
Email: mayorstimpson@cityofmobile.org

or such other address as may be designated by notice to the other party. Notices shall be deemed given when received by the party to be notified; provided, however, that notices received after 5:00 p.m. or on a non-business day shall be deemed to be given the following business day.

6. **CITY'S JOINDER.** The City joins in this Agreement for purposes of (i) agreeing to the provisions contained in Article I hereof regarding the possible reversion of the Land to the City; (ii) authorizing ASPA and One Water to place this instrument of record prior to One Water's obtaining title to the Land; and, (iii) waiving any claim for color of title or other claim regarding the execution, delivery and recording of this Agreement.

7. **EFFECT OF THIS AGREEMENT ON DEEDS.** Except as expressly stated herein or expressly amended hereby, the terms, conditions, covenants, provisions, agreements and all other matters set forth in the Deeds shall remain in full force and effect.

8. **GOVERNING LAW.** Irrespective of the place of execution, it is the intention of the Parties that the laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Parties.

9. **STATE CONSTITUTION.** One Water agrees that (i) the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment No. 26, (ii) if any provision contained herein shall contravene any statute or Constitution provision or

amendment, either now in effect or which may be enacted during the course of this Agreement, then that conflicting provision shall be deemed null and void and (iii) One Water's remedies for the settlement of any and all disputes arising under the terms herein shall be solely such as are provided by Alabama law.

10. **RECORDING OF AGREEMENT.** This Agreement shall be immediately recorded by ASPA upon its execution and delivery by the Parties, at One Water's sole expense, in the Office of the Judge of Probate of Mobile County, Alabama.

11. **RECORDING REFERENCES.** All recording references herein refer to the records of the Judge of Probate of Mobile County, Alabama.

12. **COVENANTS RUN WITH THE LAND.** The covenants, restrictions and other terms of this Agreement shall run with the land and shall be binding upon and benefit the parties hereto and all future owners of the Land and Dock No. 2.

[Signature Pages Immediately Follows]

IN WITNESS WHEREOF, this Agreement has been executed on the Effective Date.

ASPA:
ALABAMA STATE PORT AUTHORITY, an
Agency of the State of Alabama

By: John Driscoll
As its Director

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public in and for the State of Alabama at Large, hereby certify that John Driscoll, whose name as Director of the **Alabama State Port Authority**, an agency of the State of Alabama, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he, as such Director and with full authority, executed the same voluntarily for and as the act of said state agency, as of the Effective Date stated in this Agreement.

Given under my hand and seal on this the ____ day of _____, 2025

Notary Public
My Commission Expires: _____

STATE OF ALABAMA

By: Honorable Kay Ivey
As its Governor

STATE OF ALABAMA

COUNTY OF MONTGOMERY

I, the undersigned Notary Public in and for the State of Alabama at Large, hereby certify that Kay Ivey, whose name as Governor of the **State of Alabama**, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, she, as such Governor and with full authority, executed the same voluntarily for and as the act of said State of Alabama, as of the Effective Date stated in this Agreement.

Given under my hand and seal on this the _____ day of _____, 2025

Notary Public
My Commission Expires: _____

ONE WATER, LLC, an Alabama Limited Liability Company

By: _____
As its _____

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public in and for the State of Alabama at Large, hereby certify that _____, whose name as _____ of **One Water, LLC**, an Alabama limited liability company, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he/she, as such _____ and with full authority, executed the same voluntarily for and as the act of said limited liability company as of the Effective Date stated in this Agreement.

Given under my hand and seal on this the _____ day of _____, 2025.

Notary Public
My Commission Expires: _____

THE CITY OF MOBILE, ALABAMA

By: _____
Honorable William S. Stimpson, Mayor
City of Mobile

ATTEST:

By: _____
Its: City Clerk

STATE OF ALABAMA

COUNTY OF MOBILE

I, _____, a Notary Public in and for said county in said state, hereby certify that William S. Stimpson and Lisa C. Lambert, whose names as Mayor and City Clerk, respectively, of The City of Mobile, a municipal corporation, are signed to the foregoing Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation as of the Effective Date set forth in this Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

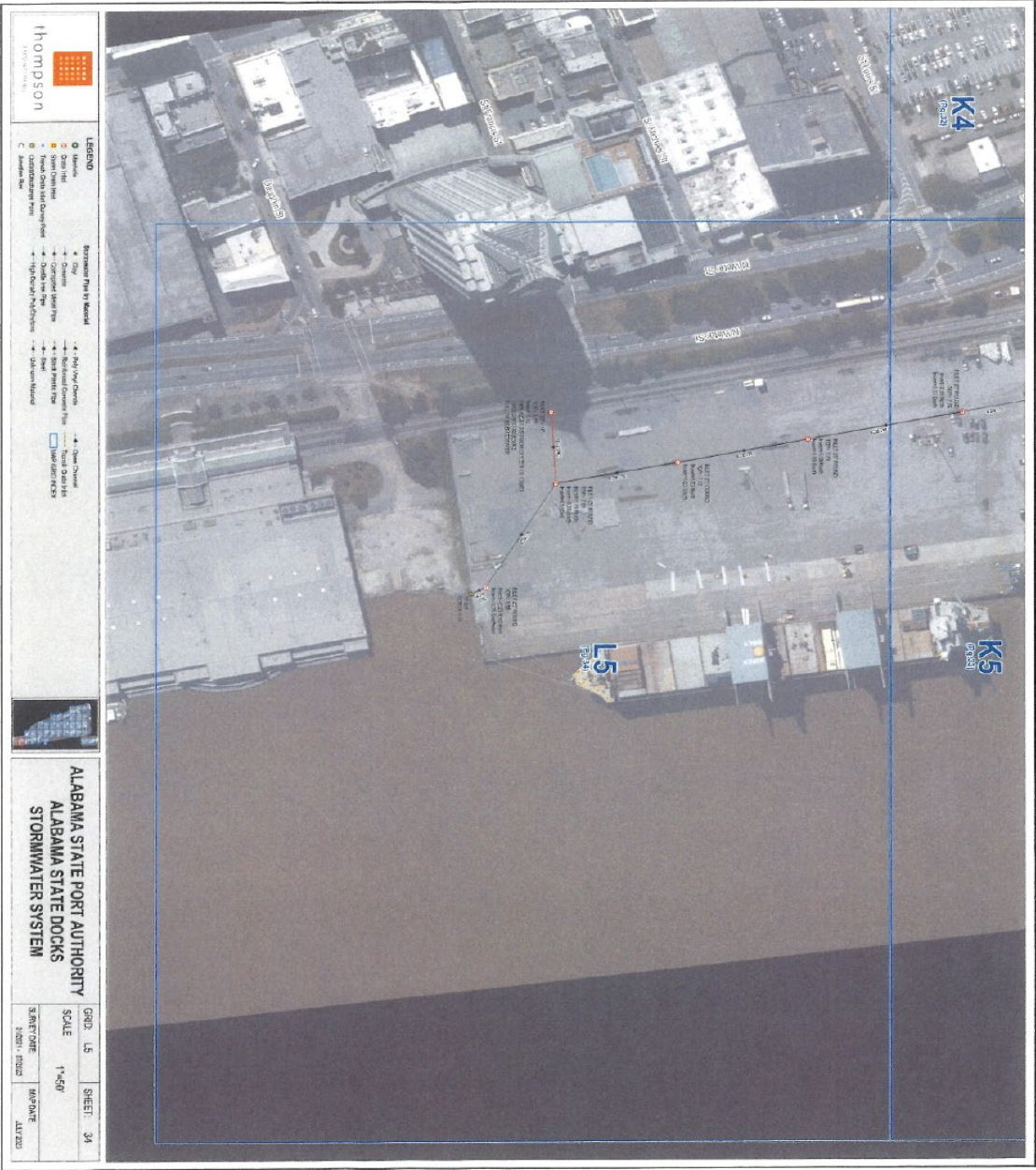
(NOTARIAL SEAL)

Notary Public
My Commission Expires: _____

EXHIBIT "A"

SURVEY LEGAL: Commencing at a point on the North right of way line of Government Street and the West line of vacated Commerce Street. as described in instrument recorded in Real Property Book 1930, Pages 196-209, Probate Court Records, Mobile County, Alabama, thence run North 11°-04'-21" West and along the West line of said Commerce Street. 659.93 feet to the Point of Beginning of the property herein described; thence North 11°-03'-10" West and along the West line of said Commerce Street, 173.02 feet to a point on the South line of property now or formerly of Alabama State Docks; thence North 81°-57'-40" East and along the South line of said State Docks property, 454.94 feet to a point on the current pier and bulkhead line; thence South 07°-58'-00" East and along said bulkhead line, 171.0 feet. more or less; thence South 81°-38'-39" West and along the North line of the Mobile Convention Center, as recorded in Map Book 49, Page 31, said Probate Records, a distance of 445.64 feet to the Point of Beginning. Said property being the same as property conveyed by instrument recorded in Real Property Book 3704, Page 485 and submerged lands, as recorded in Real Property Book 3704, Page 490, said Probate Records.

EXHIBIT “B”

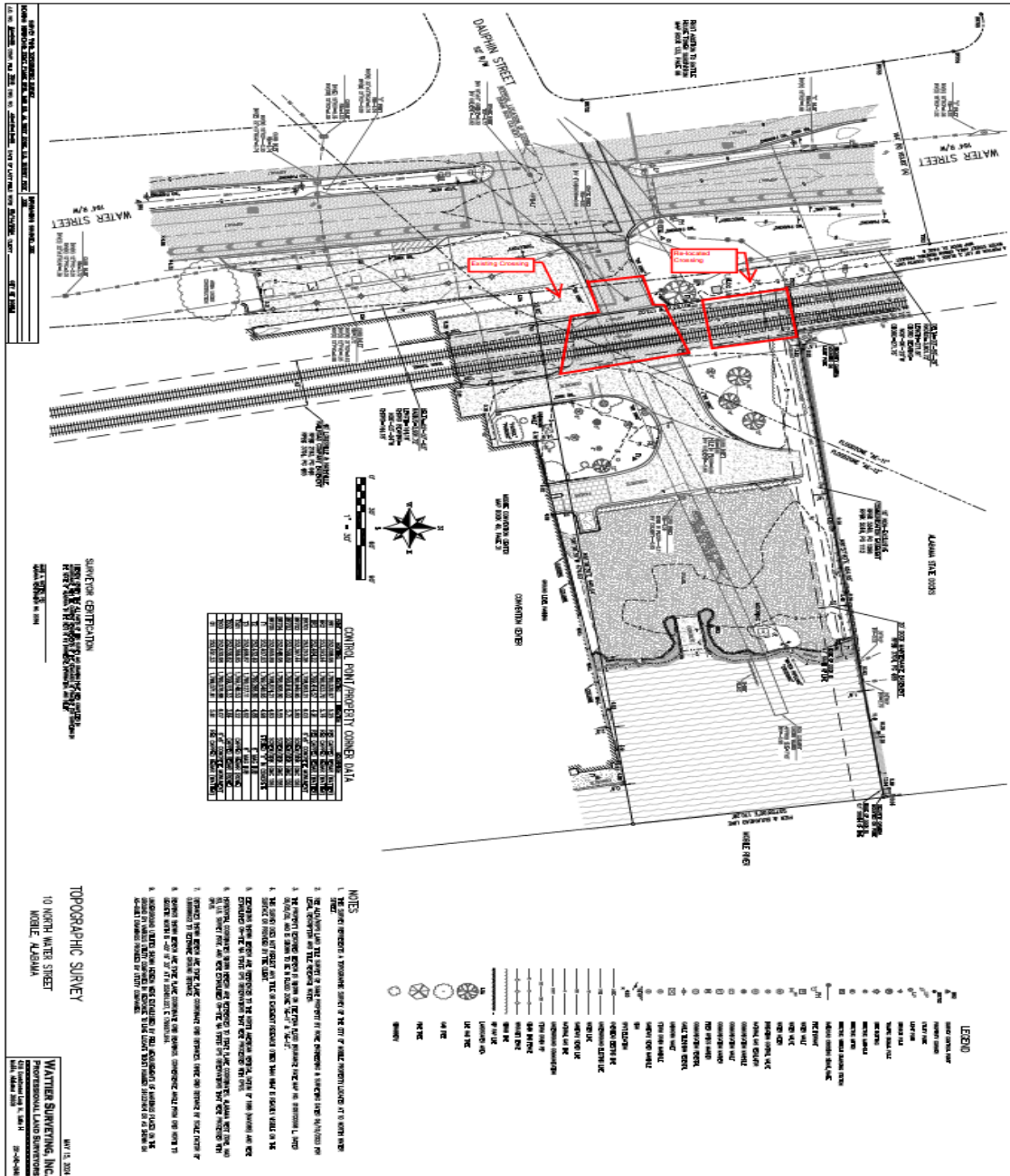


agreement(10039069.7)





EXHIBIT “C”



2025

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, the Purchase and Sale Agreement between the City of Mobile, Alabama State Port Authority, the State of Alabama and One Water, LLC, attached hereto or one substantially similar, and made a part hereof, as though set forth in full, to purchase certain real property. A copy of said Purchase and Sale 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 25, 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 Insight Public Sector for 40 refurbished HP Elitebook laptop computers for MPD.

Amount of Contract:

\$30,760.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250220 Insight Agenda Package POs
2. 08 412

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 25 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 Insight Public Sector

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Insight Public Sector for 40 refurbished HP Elitebook
laptop computers for MPD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$30,760.00

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: Omnia 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>16637</u>	2025	(1530) POLICE ADMIN SERVICES	40 REFURBISHED HP ELITEBOOK LAPTOP COMPUTERS FOR MPD (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$30,760.00	<u>(296399)</u> <u>INSIGHT PUBLIC</u> <u>SECTOR</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016637-00 FY 2025 Acct No: 1000.30.15.1530.1530.1530.0000.0000.45050. Review: Buyer: 9105fo1a Status: Approved
--	---

Page 1

Vendor
 INSIGHT PUBLIC SECTOR
 6820 S HARL AVE

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

TEMPE, AZ 85283

MOBILE, AL 36606

Tel#866-310-0184
 Fax 480-761-7781

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/03/25	296399				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
--------------------------	-----	------------	-----------

General Notes

PER OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES (#23-6692-03) AND YOUR QUOTE 0228143215.

001 EQUIPMENT COMPUTER, USED/REFURBISHED:	40.00	769.00000	30760.00
Additional Description Notes	EACH		

HP/800 G6-T/CORE I7-10700
 2.9GHZ/32GB/2TB/NVME/WIN11P64/DVDRW/
 JOY1-6580-REF.

OMNIA PARTNERS (COBB COUNTY) IT PRODUCTS AND SERVICES (#23-6692-03)
 Vendor Item
 Inventory Item/Loc 15078

1 1000.30.15.1530.1530.1530.0000.0000.45050.	30760.00
--	----------

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

[Requisition Link](#)

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016637-00 FY 2025 Acct No: 1000.30.15.1530.1530.1530.0000.0000.45050. Review: Buyer: 9105fola Status: Approved
--	---

Page 2

Vendor
 INSIGHT PUBLIC SECTOR
 6820 S HARL AVE

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

TEMPE, AZ 85283

MOBILE, AL 36606

Tel#866-310-0184
 Fax 480-761-7781

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/03/25	296399				POLICE ADMIN SERVICES

LN Description / Account	Requisition Total	Qty	Unit Price	Net Price
				30760.00

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

Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.45050.	30760.00	9158959.05
POLICE ADMIN SERVICES EXP		
REPAIR PARTS		

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

Activity	Date	Clerk	Comment
Approved	02/20/25	DONALD ROSE	Auto approved by: 9105fola
Approved	02/20/25	SANDRA LEWIS	Auto approved by: 9105fola
Approved	02/20/25	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	02/20/25	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	02/20/25	LONELL HARRIS	Auto approved by: 9105fola
Approved	02/20/25	ANNE FOLEY	
Approved	02/20/25	JOHN PAINE	Auto approved by: 9105fola

Authorized By: _____ Date: _____
 Signature

Insight Public Sector

Technology Products, Equipment, Services & Solutions

Insight Public Sector (Insight) simplifies IT procurement by providing the technologies, implementation skills and management expertise for your organization needs. Insight's competitively solicited contract available to education institutions and government entities through OMNIA Partners ensures you receive their best overall government pricing on our broad portfolio of products and IT service solutions.

Click Your Industry

Education | Government

Nonprofit



The Bronze Partnership Excellence Award is a testament to the commendable dedication of our valued suppliers. This esteemed medallion is presented to those who have demonstrated a steadfast commitment to our partnership.

Public Sector

- K-12 Education
- Higher Education
- State & Local Government

Using Insight and OMNIA Partners for your IT procurement gives you access to a wide range of advantages, including:

- Insight's best overall government pricing
- 250,000+ IT hardware and software products on contract
- Complete services offerings available on contract
- A variety of financing options, including leasing on contract
- Access to Insight's free and easy-to-use [contract web portal](#)
- An IT provider with 17+ years of public sector service
- Insight's state-of-the-art integration lab & Remote Network Operations Center
- Assessment, design, deployment & maintenance throughout the IT lifecycle

Technology Products, Solutions and Related Services

Cobb County, GA | 23-6692-03

VIEW CONTRACT DOCUMENTATION

CONTACT US

OMNIA Partners, Public Sector
Cooperative Purchasing Organization

Insight⁺

Why Insight and OMNIA Partners?

Insight Public Sector is a leading provider of IT products and services to the public sector. We have a proven track record of providing the best overall government pricing on our broad portfolio of products and services. We have a proven track record of providing the best overall government pricing on our broad portfolio of products and services. We have a proven track record of providing the best overall government pricing on our broad portfolio of products and services.

How our OMNIA Partners contract helps your organization

As a contract holder in the OMNIA Partners Cooperative Purchasing Organization, you have access to a wide range of IT products and services. This includes access to a wide range of IT products and services. This includes access to a wide range of IT products and services. This includes access to a wide range of IT products and services.

Official contract:

Contract number: 23-6692-03

Contract start date: 01/01/2023

Contract end date: 12/31/2024

Supply Chain Optimization

Managing your business should be as simple as possible. By streamlining the process of procuring, maintaining and replacing technology solutions, we take the hassle out of running your organization so you can focus on innovating your business.

Connected Workforce

Our managed services offerings are expansive to help you build a cloud-first, mobile-first, next-generation workplace. We'll help you drive productivity, simplify management and consolidate spending. Automation, self-service and governance can reduce your IT footprint while providing superior user experiences.

Digital Innovation

Through Digital Innovation, our experts embrace rich data analytics coupled with deep expertise in the Internet of Things (IoT) and mobile app development. Leveraging our industry knowledge, intrinsic empathy and customer insights, we design and develop meaningful solutions that advance the ways customers live and work.

Cloud and Data Center Transformation

The demands of business today can be a heavy burden. From managing existing workloads to preparing for future goals and modernizing your organization, your data center plays a critical role. Our Cloud + Data Center Transformation team will work with you to understand your business goals and objectives, provide recommendations and create a road map to help you achieve them.

Education Solutions

Insight helps K-12 schools and districts as well as higher education entities meet the technology demands of today's evolving classrooms - from integrating devices to storing data and protecting student information. Our education technology solutions include:

Infrastructure

- Wireless
- Networking
- Virtualization
- Server storage
- Network refresh

Mobility

- Mobile devices
- Bring Your Own Device support
- Device management
- Security

Security

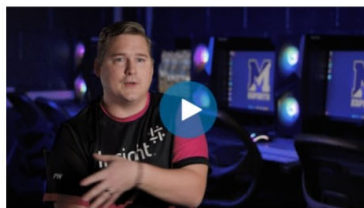
- Security health check
- Firewall
- Virtual Private Network
- Remote access
- Web security

Desktop virtualization

- Desktop infrastructure
- Application deployment
- Image management
- Unified workspace



Esports in Education



Insight Public Sector offers support and guidance on a wide range of esports solutions for K12 and Higher Education.

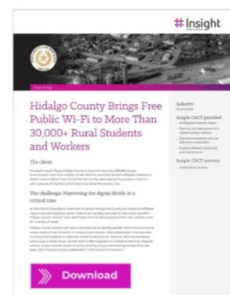
Services encompass:

- Planning
- Network design
- Devices
- Software
- Installation
- Long-term management

State & Local Government Solutions

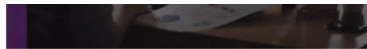
When every second counts, having the right technology can improve your speed and efficiency. Insight not only understands the unique demands of state and local entities, but we help you optimize resources and manage changing IT infrastructure requirements.

We listen and assess your needs. Then, we customize solutions to help you meet your goals. Our offerings include **Mobility Solutions, Data Center Technologies, Cloud Solutions, Security, Software, Rugged Devices.**



Hidalgo County Public Wi-Fi Case Study





Public Safety Solutions

Our public safety solutions ensure your people have immediate access to the information and technology they need to respond quickly and efficiently, including:

- GPS-based dispatch solutions
- Electronic citation systems
- In-car and officer body cameras
- Ruggedized laptops and notebooks
- Video cameras

We'll also help you design, implement and manage the wireless technologies and systems you need - from a wireless Local Area Network (LAN) to citywide and countrywide mobile data solutions, including:

- Infrastructure development and integration
- Cloud-based services
- On- or off-site data centers
- Data protection
- Office productivity
- Unified communications and collaboration
- Mobile, network and security

Security Solutions

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2. Once you have your login information, visit www.ips.insight.com/omnia to enter in your user ID name and password.
3. To locate a product, click on the product categories at the top of the page, or enter the manufacturer's part number or keyword in the Search box. To select a product to order, click on Add to Order. Please contact your sales team if you cannot locate an item on our site and/or for volume pricing.
4. Once you have finished shopping, proceed to the checkout screens and follow the instructions as needed to complete your order.

Contact Information

OMNIA@insight.com
800-546-0578

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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 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector (“Omnia”), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department’s review, the competitive bid process used by Omnia is approved for use through **December 31, 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 Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'RLR', with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

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>16637</u>	2025	(1530) POLICE ADMIN SERVICES	40 REFURBISHED HP DESKTOP COMPUTERS FOR MPD (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$30,760.00	<u>(296399)</u> <u>INSIGHT PUBLIC</u> <u>SECTOR</u>

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 25, 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 Krueger International Inc for mechanical assist shelving for MPD.

Amount of Contract:

\$148,991.60

Funding Source

Capital police equipment

ATTACHMENTS:

1. 20250219 Krueger Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 25 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 Krueger International Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Krueger International Inc for mechanical assist shelving for MPD.
Capital police equipment

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$148,911.60

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: AL 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>3401</u>	2025	(1530) POLICE ADMIN SERVICES	MECHANICAL ASSIST SHELVING FOR MPD (AL STATE CONTRACT)	\$148,911.60	<u>(282411)</u> <u>KRUEGER</u> <u>INTERNATIONAL</u> <u>INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003401-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor KRUEGER INTERNATIONAL INC KI, PALLAS TEXTILES P O BOX 8100 GREEN BAY, WI 54308-8100 Tel#920-468-8100 Fax 800-405-2264	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/17/24	282411				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

PER STATE OF ALABAMA CONTRACT T-390 CONTRACT #MA 220000002810.

INSTALLATION DEALER: PATTERSON POPE ATTN: MATTHEW HAILS
 MHAILS@PATTERSONPOPE.COM

001 SHELIVING AS FOLLOWS:	1.00	148911.60000	148911.60
	LOT		

Additional Description Notes

MECHANICAL ASSIST SHELIVING; QUOTE 68965-1; STATE OF ALABAMA CONTRACT NO:
 MA220000002810-GRP. T#390; COMODITY CODE 42500; BOOKCASES/STORAGE; SUPPLIER
 NUMBER IS : VC000050770
 56 (42 X 24)
 5 (96 X 36)
 4 (60 X 36)
 1 (84 X 36)
 2 (36 X 24)

THIS IS THE COMPLETELY ASSEMBLED, DELIVERED AND INSTALLED TURN-KEY PRICE.

Vendor Item
 Inventory Item/Loc 6398

1 2000.80.00.0000.0000.0000.0000.44020.		
E E0034 .OPERSUPPLS.		148911.60

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003401-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 2
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Vendor KRUEGER INTERNATIONAL INC KI, PALLAS TEXTILES P O BOX 8100 GREEN BAY, WI 54308-8100 Tel#920-468-8100 Fax 800-405-2264	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/17/24	282411				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			

Requisition Link

Requisition Total 148911.60

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

Account	Amount	Remaining Budget
E E0034 .OPERSUPPLS.	148911.60	707853.66

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	148911.60	
CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Forward	12/17/24	JAMES BARBER	Automatic Forward to 910519885
Approved	12/18/24	RODNEY GREELEY	R.G.
Approved	12/18/24	BRANDI MONTGOMERY	Auto approved by: 910510512



Contract Header

Contract

Krueger International, Inc. MA

Supplier

Krueger International, Inc.

Linked Solicitation

Furniture: Office, Tables, Educational

Type

Master Agreement

Contract Code

MA220000002810

Sourcing Number

SRC0000002513

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Sonya	Bryan	sonya.bryan@purchasing.alabama.gov	334-353-8379
1 Record(s)			

Supplier Contact

First name	Last name	Email	Phone
Jennifer	Williams	quote@ki.com	920-468-2560
Tyler	Scharafanow	Tyler.Scharafanow@ki.com	470-432-4332
2 Record(s)			

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

3/1/2022

End Date

2/28/2027

Documents

- MA220000002810_Master_Agreement_V1.pdf

Items

Item Name	Product Code	UOM
Desks Dock Delivery 37% Inside Delivery 34% Installation 30%	Line 2- Desks	0.00 Each
Tables Dock Delivery 37% Inside Delivery 34% Installation 30%	Line 3- Tables	0.00 Each
Seating Dock Delivery 37% Inside Delivery 34% Installation 30%	Line 1- Seating	0.00 Each
Healthcare Dock Delivery 37% Inside Delivery 34% Installation 30%	Line 6- Healthcare	0.00 Each
Educational Dock Delivery 37% Inside Delivery 34% Installation 30%	Line 5- Educational	0.00 Each
Modular/Systems Dock Delivery 37% Inside Delivery 34% Installation 30%	Line 7- Modular/Systems	0.00 Each
Bookcases/Storage Dock Delivery 37% Inside Delivery 34% Installation 30%	Line 4- Bookcases/Storage	0.00 Each
Metal File Cabinets Dock Delivery 37% Inside Delivery 34% Installation 30%	Line 8- Metal File Cabinets	0.00 Each



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 25, 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 Magnet Forensics USA, Inc for annual renewal of digital forensic software for Gulf Coast Technology Center.

Amount of Contract:

\$57,110.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250214 Magnet Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 25 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 Magnet Forensics USA, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Magnet Forensics USA, Inc for annual renewal of digital forensic software for Gulf Coast Technology Center.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$57,110.00

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: 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>19932</u>	2025	(1502) GULF COAST TECHNOLOGY CENTER	ANNUAL RENEWAL OF DIGITAL FORENSIC SOFTWARE FOR GULF COAST TECHNOLOGY CENTER (BID EXEMPT AS SOFTWARE)	\$57,110.00	<u>(295509)</u> <u>MAGNET</u> <u>FORENSICS USA,</u> <u>INC.</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00019932-00 FY 2025 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42140. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor
 MAGNET FORENSICS USA, INC.
 2250 CORPORATE PARK DRIVE
 SUITE 230

 HERNDON, VA 20171
 UNITED STATES
 Tel#519-342-0195 X 3443

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
02/10/25	295509				GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

AS PER QUOTE Q-358598-1				
*RENEWAL OF EXISTING SOFTWARE				
001	LICENSE FOR SOFTWARE AS SPECIFIED:	1.00	57110.00000	57110.00
Additional Description Notes				

GKL-ONF-PR-B				
GRAYKEY LICENSE-PREMIER BUNDLE				
START DATE: APRIL 1, 2025				
END DATE: MARCH 31, 2026				
GKL-ONF-PRMR				
GRAYKEY LICENSE-PREMIER				
EXCURSION CREDITS INCLUDED: 2				
RENEWAL FOR S/N's: 4594b0d5d4890c22				
GKL-ONF-PRMR				
GRAYKEY LICENSE-PREMIER				
EXCURSION CREDITS INCLUDED: 2				
RENEWAL FOR S/N's: 4594b0d5d4611a1c				
Vendor Item				
Inventory Item/Loc 1723				
1	1000.30.15.1502.1502.1502.0000.0000.42140.			57110.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00019932-00 FY 2025 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42140. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor
 MAGNET FORENSICS USA, INC.
 2250 CORPORATE PARK DRIVE
 SUITE 230

 HERNDON, VA 20171
 UNITED STATES
 Tel#519-342-0195 X 3443

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
02/10/25	295509				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 57110.00

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

Account	Amount	Remaining Budget
1000.30.15.1502.1502.1502.0000.0000.42140.	57110.00	1234384.78
GULF COAST TECHNOLOGY CENTER MISCELLANEOUS SERVICES		

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

Activity	Date	Clerk	Comment
Approved	02/10/25	JASON SMITH	Reviewed and Approved
Approved	02/10/25	CURTIS GRAVES	Auto approved by: 910520680
Approved	02/10/25	ROBERT LASKY	
Approved	02/10/25	CURTIS GRAVES	Auto approved by: 910519642
Approved	02/13/25	DONALD ROSE	Auto approved by: 9105fola
Approved	02/13/25	SANDRA LEWIS	Auto approved by: 9105fola
Approved	02/13/25	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	02/13/25	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	02/13/25	LONELL HARRIS	Auto approved by: 9105fola



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 25, 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 SHI International Corp for a 148TB Pure Storage digital flash storage array for MIT.

Amount of Contract:

\$76,471.72

Funding Source

Capital IT Technical Upgrades

ATTACHMENTS:

1. 20250214 SHI Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 25 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 SHI International Corp

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to SHI International Corp for a 148TB Pure Storage digital
flash storage array for MIT.
Capital IT Technical upgrades.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$76,471.72

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: AL 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>20017</u>	2025	(5000) INFORMATION TECHNOLOGY	148 TB PURE STORAGE DIGITAL FLASH STORAGE ARRAY FOR MIT (AL STATE CONTRACT)	\$76,471.720	<u>(272641) SHI INTERNATIONAL CORP</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020017-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	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
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/12/25	272641	02/11/25			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

PER STATE OF ALABAMA CONTRACT #MA 999 210000000091 AND YOUR QUOTE #25848756.
 EMAIL PO TO: LEXI_STEWART@SHI.COM
 732-564-8331.

001 Pure Storage FlashArray FA-C20-148TB-8x18.6TB Pure Storage - Part#: FA-C20-148TB-8x18. 6TB Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Please see additional comments: Additional Comments Line 1 Includes: Pure Storage FlashArray FAC20-148TB-8x18.6TB (Quantity: 1) FlashArray (//X, //C) Install Service (Quantity: 1) Virtual instructor-led training for one learner per day (Quantity: 2) HBA, 32GFC w/o EDIF, 2-PORT Prism+ SFP+ (Quantity: 2) FA-C20-148TB 1 Month Evergreen Foundation Subscription, 4 Hour Delivery, 24/7 Support (Quantity: 36) Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above.	1.00 EACH	76471.72000	76471.72
--	--------------	-------------	----------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020017-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	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
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/12/25	272641	02/11/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648 DUNS# 61-1429481 CCR# 61-243957G CAGE 1HTF0 Returns available via Pure Love Your Storage guarantee ANSWERS TO QUESTIONS: Is Inside Delivery Required? (Yes) Is a Delivery Ticket Required? (Yes) Is there a freight elevator on site? (No) Is a Delivery Appointment Required? (Yes) Is a Forklift or Pallet Jack Required? (Yes) Are there pallet size limitations? (No) Is a Liftgate Required? (No) Are there truck size limitations? (Yes) Is Pallet and Debris Removal Required? (No) Add Floor Covering to Inside Delivery? (No) Does the delivery site require a Certificate of Insurance (COI)?			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020017-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 3
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	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
02/12/25	272641	02/11/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	(No) Other Special Delivery Instructions, additional care or handling notes: (No) The following EULA applies to all Pure Storage products on this quote: https://www.purestorage.com/docs.html?item=/type/pdf/subtype/doc/pat h/content/dam/pdf/en/legal/pure-end user-agreement.pdf Please note: additional manufacturer terms and conditions may apply. Your inside sales team will reach out to you with updates as needed. Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.			

1	2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			76471.72
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Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 GREG HOLLIDAY

Deliver To
 MIT
 651 CHURCH STREET

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020017-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 4
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Vendor
SHI INTERNATIONAL CORP
290 DAVIDSON AVE

SOMERSET, NJ 08873

Tel#732-715-3197
Fax 732-868-6055

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/12/25	1272641	02/11/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36602			

Requisition Link

Requisition Total 76471.72

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

Account	Amount	Remaining Budget
E C0620 .OPERSUPPLS.	76471.72	240194.21

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	76471.72	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	02/11/25	GREG HOLLIDAY	Auto approved by: 91057606
Approved	02/11/25	SCOTT KEARNEY	
Approved	02/11/25	UDARA JAYASENA	Auto approved by: 91057606
Approved	02/11/25	GREG HOLLIDAY	Auto approved by: 91057606
Approved	02/11/25	SCOTT KEARNEY	
Approved	02/11/25	UDARA JAYASENA	Auto approved by: 91057606
Approved	02/12/25	GREG HOLLIDAY	Auto approved by: 91057606
Approved	02/12/25	SCOTT KEARNEY	
Approved	02/12/25	UDARA JAYASENA	Auto approved by: 91057606
Approved	02/12/25	GREG HOLLIDAY	Auto approved by: 91057606
Approved	02/12/25	SCOTT KEARNEY	
Approved	02/12/25	UDARA JAYASENA	Auto approved by: 91057606
Approved	02/11/25	BRENDA RHODES	
Approved	02/11/25	TIFFANY HOLLINS	Auto approved by: 910511034

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020017-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 5
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	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
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/12/25	272641	02/11/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
Approved	02/11/25 RELYA MALLORY	Auto	approved by: 910511034	
Approved	02/13/25 BRENDA RHODES			
Approved	02/13/25 TIFFANY HOLLINS	Auto	approved by: 910511034	
Approved	02/13/25 RELYA MALLORY	Auto	approved by: 910511034	
Rejected	02/12/25 ANNE FOLEY		TYPE ADDITIONAL COMMENTS IN AL	
Approved	02/13/25 DONALD ROSE	Auto	approved by: 9105fola	
Approved	02/13/25 SANDRA LEWIS	Auto	approved by: 9105fola	
Approved	02/13/25 STEVEN KRONINGER	Auto	approved by: 9105fola	
Approved	02/13/25 SAMANTHA COOLEY	Auto	approved by: 9105fola	
Approved	02/13/25 LONELL HARRIS	Auto	approved by: 9105fola	
Approved	02/13/25 ANNE FOLEY			
Approved	02/13/25 JOHN PAINE	Auto	approved by: 9105fola	

Authorized By: _____ Date: _____
 Signature



Contract: 210000000091-999-1 - Pure Storage Solutions Products and Services Ame...

Contract Header

Contract	Type
Pure Storage Solutions Products and Services Amendment #1	Master Agreement
Supplier	Contract Code
SHI INTERNATIONAL CORP	210000000091-999-1
Linked Solicitation	Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Brittany	Peterson	brittany.peterson@purchasing.alabama.gov	3342424667
1 Record(s)			

Supplier Contact

First name	Last name	Email	Phone
Raegan	Harris	Raegan_Harris@SHI.com	205-522-6749
Raegan	Harris	Raegan_Harris@SHI.com	205-522-6749
SouthEastTeamGov@shi.com	SHI PO Contact	SouthEastTeamGov@SHI.com	800-715-3197
Jeremy	Neff	Jeremy_neff@shi.com	251-259-8388
Jeremy	Neff	Jeremy_neff@shi.com	251-259-8388
5 Record(s)			

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
11/2/2021

End Date
11/30/2025

Documents

- Final_MA_999_210000000091_2_MA_FORM_ADV_PDF.PDF
- Final_MA_999_210000000091_2_MA_FORM_ADV_PDF.PDF
- SHI Pure Storage.pdf
- Final_MA_999_210000000091_4_MA_FORM_ADV_PDF.PDF
- MA_999_210000000091.pdf
- Final_MA_999_210000000091_6_MA_FORM_ADV_PDF.PDF

Items

Item Name	Product Code	UOM
Pure Storage Solutions, Discount: 40%	210000000091-999-1-1	0.00 Each
Pure Storage Solutions, Maintenance/Support, Discount: 0.00%	210000000091-999-1-2	0.00 Each
Pure Technical Services, Discount: 3.0%	210000000091-999-1-3	0.00 USD



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 25, 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 Tablet Command Inc for annual renewal of Tablet Command incident command software for MFRD.

Amount of Contract:

\$28,000.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250219 Tablet Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 25 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 Tablet Command Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Tablet Command Inc for annual renewal of Tablet Command incident command software for MFRD.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$28,000.00

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: 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>17156</u>	2025	(1510) FIRE ADMINISTRATION	ANNUAL RENEWAL OF TABLET COMMAND INCIDENT MANAGEMENT SOFTWARE FOR MFRD (BID EXEMPT AS SOFTWARE)	\$28,000.00	<u>(298024) TABLET COMMAND INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00017156-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor TABLET COMMAND INC 822 HARTZ WAY SUITE 235 DANVILLE, CA 94526 UNITED STATES Tel#2093796911	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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/04/25	298024				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
RENEWAL OF EXISTING SOFTWARE. QUOTE EXPIRES 2/28/25.				
001	SOFTWARE, 1 YEAR 2025-26 renewal; February 1, 2025 to January 31, 2026;Agency License (2-Way) PER QUOTE Vendor Item	1.00 EACH	2750.00000	2750.00
1	1000.30.15.1510.1522.1510.0000.0000.42115.			2750.00
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	SOFTWARE, 1 YEAR 2025-26 renewal; February 1, 2025 to January 31, 2026 CAD Interface License (2- Way) PER QUOTE	1.00 EACH	8000.00000	8000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00017156-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor
 TABLET COMMAND INC
 822 HARTZ WAY
 SUITE 235

DANVILLE, CA 94526
 UNITED STATES
 Tel#2093796911

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
02/04/25	298024				FIRE ADMINISTRATION

LN	Description / Account Vendor Item	Qty	Unit Price	Net Price
1	1000.30.15.1510.1522.1510.0000.0000.42115.			8000.00
	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	SOFTWARE, 1 YEAR 2025-26 renewal; February 1, 2025 to January 31, 2026 Stafng to TC Interface License PER QUOTE Vendor Item	1.00 EACH	1000.00000	1000.00
1	1000.30.15.1510.1522.1510.0000.0000.42115.			1000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00017156-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 3
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Vendor TABLET COMMAND INC 822 HARTZ WAY SUITE 235 DANVILLE, CA 94526 UNITED STATES Tel#2093796911	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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/04/25	298024				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	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			
004	SOFTWARE 1 YEAR 2025-26 renewal;February 1, 2025 to January 31, 2026 TC Mobile - Unlimited PER QUOTE Vendor Item	1.00 EACH	5000.00000	5000.00
1	1000.30.15.1510.1522.1510.0000.0000.42115.			5000.00
	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 00017156-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 4
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Vendor TABLET COMMAND INC 822 HARTZ WAY SUITE 235 DANVILLE, CA 94526 UNITED STATES Tel#2093796911	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
02/04/25	298024				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	2851 OLD SHELL ROAD MOBILE, AL 36607			
005	SOFTWARE 1 YEAR 2025-26 renewal; February 1, 2025 to January 31, 2026 Pro + Manage + Status PER QUOTE Vendor Item	10.00 EACH	750.00000	7500.00
1	1000.30.15.1510.1522.1510.0000.0000.42115.			7500.00
	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			
006	SOFTWARE 1 YEAR 2025-26 renewal;February 1, 2025 to January 31, 2026 Location to CAD PER QUOTE Vendor Item	10.00 EACH	150.00000	1500.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00017156-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 5
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Vendor TABLET COMMAND INC 822 HARTZ WAY SUITE 235 DANVILLE, CA 94526 UNITED STATES Tel#2093796911	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
02/04/25	298024				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1510.1522.1510.0000.0000.42115.			1500.00
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				
007	SOFTWARE 1 YEAR 2025-26 renewal; February 1, 2025 to January 31, 2026 User Training - Web Based (per Day) PER QUOTE Vendor Item	3.00 EACH	750.00000	2250.00
1	1000.30.15.1510.1522.1510.0000.0000.42115.			2250.00
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To				

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00017156-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.42115. Review: Buyer: 9105fola Status: Approved
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Page 6

Vendor
 TABLET COMMAND INC
 822 HARTZ WAY
 SUITE 235

DANVILLE, CA 94526
 UNITED STATES
 Tel#2093796911

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
02/04/25	298024				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 28000.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.42115.	28000.00	5981406.38
FIRE SUPPRESSION DIV EXP SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
Approved	02/19/25	DONALD ROSE	Auto approved by: 9105fola
Approved	02/19/25	SANDRA LEWIS	Auto approved by: 9105fola
Approved	02/19/25	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	02/19/25	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	02/19/25	LONELL HARRIS	Auto approved by: 9105fola
Approved	02/19/25	ANNE FOLEY	
Approved	02/19/25	JOHN PAINE	Auto approved by: 9105fola
Approved	02/19/25	ANNE FOLEY	Auto approved by: 9105fola

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 25, 2025

Submitted by:

Relya Mallory, Capital Projects Administrator

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To appropriate the sum of \$1,350,000.00 in the Municipal Government Capital Improvement Fund (Fund 2010) to various Capital Projects.

Amount of Contract:

Funding Source

Municipal Government Capital Improvement Fund (Fund 2010)

ATTACHMENTS:

1. FY2025 MUNICIPAL GOVERNMENT RESOLUTION 1,350,000

REVIEWERS:

Tiffany Hollins

Scott Collins

Chris Kern

James Barber

RESOLUTION

Sponsored by: William S. Stimpson, Mayor

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE,

ALABAMA, that the sum of \$1,350,000.00 be appropriated in the Municipal Government Capital Improvement Fund (Fund 2010; Revenue Code CAR01 Annual Capital Trust Revenue) to the following Capital Projects:

_____	Parks-West Mobile County Park Improv	\$ 1,000,000.00
_____	Citywide Drainage Repairs	200,000.00
_____	Citywide Bridge Repairs	150,000.00

ADOPTED:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 25, 2025

Submitted by:

Relya Mallory, Capital Projects Administrator

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To allocate the sum of \$2,632,000, currently deposited in the Storm Water Fund, to Capital Project #C0446 Municipal Storm Water Fees Project for various Storm Water Management Projects.

Amount of Contract:

Funding Source

Storm Water Fund (4050)

ATTACHMENTS:

1. FY2025 STORM WATER ALLOCATION \$2,632,000
2. FY2025 STORM WATER ALLOCATION DETAIL

REVIEWERS:

Tiffany Hollins

Scott Collins

Chris Kern

James Barber

RESOLUTION

Sponsored by: William S. Stimpson, Mayor

WHEREAS, THE CITY COUNCIL OF THE CITY OF MOBILE adopted Ordinance Number 01-024 on August 21, 2018 levying a storm water fee on Residential and Commercial Property to support the Storm Water Management Program (MS4); and

WHEREAS, Ordinance No. 01-024 is now codified at Article III, Chapter 17 of the Mobile City Code; and

WHEREAS, Sec. 17-47 of the Mobile City Code states:

“The storm water fees levied and collected pursuant to this division shall be deposited into a fund known as storm water fund to be designated for expenses incurred complying with the City’s NPDES permit for operations of its MS4, including but not limited to eliminating floatables from and improving water quality in the rivers, streams and waterways of the City and other storm water management activities required by the City’s storm water management program. All amounts remaining in the fund at the end of the fiscal year shall not lapse but shall retain their dedication to storm water purposes.”

WHEREAS, The Revenue Commissioner of Mobile County assessed, collected, enforced and remitted the fees to the City of Mobile; and

WHEREAS, in order for such funds to be utilized for the purposes set forth in section 17-47, the Mobile City Council desires to allocate the funds to a capital projects;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$2,632,000, currently deposited in the Storm Water Fund, be allocated to Capital Project #C0446 Municipal Storm Water Fees Project for the following Storm Water Management projects:

Household Hazardous Waste Day 2024	\$ 150,000.00
Miscellaneous Drainage/Slope Repairs (Citywide)	1,100,000.00
On-Call Miscellaneous Drainage Repairs	982,000.00
Twelve Mile Creek Bank Stabilization/Golf Course	400,000.00

ADOPTED:

CITY CLERK

ENGINEERING DEPARTMENT



February 6, 2025

To: Nick Amberger, PE *2/12/25 CONCUR w/RECOMMENDATION*
Executive Director, Engineering and Infrastructure

RE: FY2025 Storm Water Fee Allocation

Please find below the proposed allocations for the FY2025 fiscal year's Storm Water fee. The line items, as allocated, support the City's MS4 program; as you are aware, 2014 State-level legislation requires that the Storm Water fee must be used for expenditures which support the MS4 program.

The 2025 Annual Storm Water Fee Balance available for allocation is as follows:

ESTIMATED 2025 Annual Receipts - YTD	\$2,800,000.00
less 5% to State	\$140,000.00
less 1% to County	\$28,000.00
2025 SW Fee Available for Allocations	\$2,632,000.00

The FY2025 allocation list is as follows:

	<u>Allocation</u>	<u>NPDES Permit Justification</u>	<u>Amount</u>
1	Household Hazardous Waste Days 2026 (2 events - spring and fall)	II. B. 9. Oils, Toxics, and Household Hazardous Waste Control	\$150,000.00
2	Miscellaneous Drainage/Slope Repair, Sediment Removal and Slope Stabilization (City-wide)	II. B. 1. Storm Water Collection System Operations II. B. 3. Illicit Discharge and Elimination (IDDE)	\$1,100,000.00
3	On-call Miscellaneous Drainage Repairs (City-wide)	II. B. 1. Storm Water Collection System Operations II. B. 3. Illicit Discharge and Elimination (IDDE)	\$982,000.00
4	Twelve Mile Creek bank stabilization at Azalea City Golf Course (upstream of Langan Lake)	II. B. 1. Storm Water Collection System Operations II. B. 3. Illicit Discharge and Elimination (IDDE)	\$400,000.00
	Total Public Works/Engineering Allocations		\$2,632,000.00

Based on the above SW fee available & the above allocations, the projected fund reserve is:

Projected 2025 SW Fund Reserve	\$0.00
---------------------------------------	---------------

Sincerely,

A handwritten signature in cursive script, appearing to read 'Rosemary Ginn'.

Rosemary Ginn, PE
City Engineer

Allocation	Description
2 Miscellaneous Drainage/Slope Repair, Sediment Removal and Slope Stabilization (City-wide)	Capital Effort - not Public Services; Removal of sediment in culvert barrels, riprap stabilization, and ditch repairs. Locations below were funded for plans preparation in FY24 Storm Water Fee. The FY25 storm water fee monies will construct the funding of these repairs: Toulmin Springs Branch at Wilson Ave Milkhouse Creek on Airport Blvd. Milkhouse Creek on Grelot Rd. Montlamar Creek on Airport Blvd. Three Mile Creek on Zeigler Blvd. Spencer's Branch on Demetropolis Rd. Spencer's Branch on Burma Rd West Spring Branch on Halls Mill Rd.
3 On-call Miscellaneous Drainage Repairs (City-wide)	On-call as needed to prepare plans and construct repairs City-wide.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 25, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Stimpson, Mayor
CJ Small, Councilmember

Purpose and Scope of Project:

That the sum of \$226,150.00 be transferred from the Capital Project C0655 CIP BAUMHAUER-RANDALL PARK; to the Capital Project C0855 BOYS & GIRLS CLB, COMM CTR, FOOD PA

Amount of Contract:

\$226,150.00

Funding Source

C0655 CIP BAUMHAUER-RANDALL PARK

ATTACHMENTS:

1. Resolution - Transfer of Funds - DIP Parkway Project (2)

REVIEWERS:

Emma Dean
Carleen Stout
Brenda Rhodes
Chris Kern
James Barber

R E S O L U T I O N

Sponsored by: Mayor Stimpson and Councilmember C.J. Small

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$226,150.00 be transferred from the Capital Project C0655 CIP BAUMHAUER-RANDALL PARK; to the Capital Project C0855 BOYS & GIRLS CLB, COMM CTR, FOOD PA for the use of funds in the design phase of site and facility improvements and additions for the Parkway Community Center Project.

Adopted:

City Clerk

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Architectural Engineering DEPT. 3032

DATE OF REQUEST: 02/18/2025

BUDGET TRANSFER: ☐ (from one project to another)

DISTRICT#: 3

REQUEST: Please transfer \$ 226,150.00

FROM CAPITAL PROJECT#: C0655

CAPITAL PROJECT NAME: CIP BAUMHAUER-RANDALL PARK

DEPT. PROJECT#: _____

TO CAPITAL PROJECT#: C0855

PROJECT NAME: BOYS & GIRLS CLB, COMM CTR, FOOD PA

DEPT. PROJECT#: PR-002-24

PURPOSE: For the critical design phase of site and facility improvements for the Parkwa


Employee signature


Approval signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 25, 2025

Submitted by:

Nicholas Amberger

Sponsored by:

Cory Penn, Councilmember
William Carroll, Councilmember
CJ Small, Councilmember
Benjamin Reynolds, Councilmember
Joel Daves, Councilmember
Josh Woods, Councilmember
Gina Gregory, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:

Approve amendment to increase agreement with Chris Brewer Contracting, Inc. for street repairs.

Amount of Contract:

\$1,455,650.00 (original \$705,650.00; increase \$750,000.00)

Funding Source

C0864

ATTACHMENTS:

1. 2024-3005-06 CW Asphalt Repair (Chris Brewer)

REVIEWERS:

Jessica White
Nicholas Amberger
Brenda Rhodes
Chris Kern
James Barber

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

4851

PROJECT NAME: City Wide Small Asphalt Repairs (2024 City of Mobile Annual Street Maintenance) (D1-7) COM Project# 2024-3005-06

PROJECT #: C0864 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Street Repairs

CONTRACT AMOUNT: \$1,455,650.00

VENDOR NAME: Chris Brewer Contracting, Inc.

VENDOR NUMBER: 283379

DEPT #: 3005 DEPT NAME: Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y X** N ; 5% of the 1st 50% 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: Jessica White Date 2/19/2025

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: 2/19/2025

CHANGE ORDER: ☒ (when money is available in project's budget; from project to contract)

VENDOR NAME: Chris Brewer Contracting Jr

DISTRICT#: CW

DEPT. PROJECT#: 2024-3005-06

REQUEST: Please Add \$ 750,000.00 from Capital Project#/Title:

C0864

to contract# 4851.

Total amount of Change Order: \$ 750,000.00

Current contract amount: \$ 705,650.00

Revised contract amount: \$ 1,455,650.00

Comments: RENEWAL OF ON-CALL ANNUAL

STREET MAINTENANCE CONTRACT NEEDED

FOR MAINTENANCE OF CITY STREETS


Employee signature


Approval signature

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Council members Cory Penn, William Carroll, C.J. Small, Ben Reynolds,
Joel Daves, Josh Woods, and Gina Gregory

WHEREAS, the CITY entered into a contract dated February 14, 2024, with Chris Brewer Contracting, Inc. for street repairs on the project known as 2024 City of Mobile Annual Street Maintenance (COM Project No. 2024-3005-06); and

WHEREAS, the original contract amount was \$705,650.00 for a task order and unit priced based contract for annual on-call storm drain maintenance for a term of one year with a renewable clause of one or two additional one-year periods; and

WHEREAS, the original contract was awarded by competitive bid and the term option is being extended without any change in scope or in unit prices, but only additional funding approved for \$750,000.00, increasing the original agreement to a total of \$1,455,650.00; now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest for and on behalf of the City of Mobile, the Amendment to Extend Term of Agreement with Chris Brewer Contracting, Inc., attached hereto. A copy of said Amendment is on file in the office of the City Clerk.

Adopted:

City Clerk

AMENDMENT TO EXTEND TERM OF AGREEMENT

THIS AMENDMENT TO AGREEMENT ("Amendment ") is made as of the _____ day of _____ 2025, between the City of Mobile, Alabama, a municipal corporation of the State of Alabama (hereinafter "City") and Chris Brewer Contracting Inc., a corporation qualified to do business in Alabama (hereinafter "Contractor").

RECITALS

WHEREAS City and Contractor are parties to that certain Contract dated February 14, 2024 (the "Agreement"), which Agreement provides for unit priced street maintenance at various locations within the City limits, in the contract not to exceed amount of \$705,650.00; and

WHEREAS the Agreement provides in Item IX, Articles of Agreement, that the Agreement shall remain in effect one year from the effective date of execution of the Agreement, but may be extended by mutual agreement of the parties, contingent on the allocation of additional funding for further work: and

WHEREAS the City and the Contractor desire to extend the term of the Agreement for an additional one year, and to increase the not to exceed compensation of the contract by the additional amount of \$750,000.00, and to ratify and adopt all other terms of the Agreement as originally agreed upon, specifically including the scope and unit prices included therein; now therefore

AMENDMENT

1. In consideration of the foregoing, the mutual covenants and agreements contained herein, the work performed by Contractor and funds paid by City in exchange therefore, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:
2. Item IX (24) of the Agreement is amended such that the first sentence is removed and replaced as follows: "The Term of the contract shall extend until January 3rd, 2026."
3. Item IX (1) is amended such that the estimated total dollar amount shall be increased by the amount of \$750,000, for a total Agreement amount of \$1,455,650.00.
4. The Agreement and all of its provisions shall remain in effect and unchanged in all other respects not otherwise stated specifically herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals as of the day and year first above written.

CITY OF MOBILE

Chris Brewer Contracting INC.

William S. Stimpson, Mayor

C.B. Brewer

An authorized signatory

Chris Brewer President

Name and Title (Printed or Typed)

Date

2/19/2025

Date

ATTEST:

City Clerk

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Chris Brewer, as an authorized signatory for Chris Brewer Contracting INC is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 19th day of February, 2025.

RANDALL HURD CARTER
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 10/19/25

Randall Hurd Carter

Notary Public
My Commission Expires: 10/19/25



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 25, 2025

Submitted by:

Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

William Stimpson, Mayor

William Carroll, Councilmember

Purpose and Scope of Project:

The attached subaward agreement between the City of Mobile and the State of Alabama Department of Conservation and Natural Resources contributes funding for project COM Project No. 2023-2045-01, Broad St Phase IV - Dr. MLK Jr. Ave from Butchers Lane to Beauregard Street, which reconstructs of 1.2 miles of Dr. Martin Luther King, Jr. Avenue beginning at Beauregard Street and ending at Butcher's Lane, just beyond Three Mile Creek.

RESTORE Project #28: Reconnecting People, Work, and Play through Complete Streets will contribute \$2,096,981.00 to the project budget. These federal funds originated from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act/Bucket 3). Please see the project website for more information:

<https://mapformobile.org/broad-street/>.

Amount of Contract:

\$2,096,981.00

Funding Source

N/A

ATTACHMENTS:

1. Cover Letter MLK Subaward
2. MLK_SubawardAgreement_RESOLUTION
3. S1P28-OMCS_OneMobile_Subaward_forcouncil
4. S1P28-OBCS_OneMobile_NOA_01-27-2025_rmc

REVIEWERS:

Jennifer Greene
Nicholas Amberger
Laura Angle
Chris Kern
James Barber

February 18, 2025



Dear Councilmembers:

The attached subaward agreement between the City of Mobile and the State of Alabama Department of Conservation and Natural Resources contributes funding for project COM Project No. 2023-2045-01, Broad St Phase IV - Dr. MLK Jr. Ave from Butchers Lane to Beauregard Street, which reconstructs of 1.2 miles of Dr. Martin Luther King, Jr. Avenue beginning at Beauregard Street and ending at Butcher's Lane, just beyond Three Mile Creek.

RESTORE Project #28: Reconnecting People, Work, and Play through Complete Streets will contribute \$2,096,981.00 to the project budget. These federal funds originated from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act/Bucket 3). Please see the project website for more information: <https://mapformobile.org/broad-street/>.

We look forward to continued communication on this important project. Please call either Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.org

Respectfully,

A handwritten signature in black ink, appearing to read 'J. Greene'.

Jennifer Greene
Director, Programs and Project Management

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, WHEREAS, the Mayor and City Clerk, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile in order to accept and receive federal funds in the amount of \$2,096,981.00 from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act) for implementation of the Spill Impact Component (Bucket 3) project titled “Project #28: Reconnecting People, Work, and Play through Complete Streets” from the State of Alabama Department of Conservation and Natural Resources.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant and to sign any agreements or other documents in connection with the grant and to provide any information required by the Department of Treasury or State of Alabama Department of Conservation and Natural Resources or any other federal agency. The subaward agreement, together with the exhibits, shall be filed with the city clerk after award and execution.

Adopted:

City Clerk

MONTGOMERY COUNTY

SUBAWARD GRANT AGREEMENT

THIS SUBAWARD GRANT AGREEMENT, ("Agreement") is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the City of Mobile (hereinafter "Subrecipient"). Pursuant to this Agreement, ADCNR and Subrecipient (collectively hereinafter "Parties") agree as follows:

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of this Agreement is to provide funding under the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (hereinafter "RESTORE Act") to Subrecipient for implementation of the RESTORE Act Spill Impact project titled "State Expenditure Plan #28: One Mobile: Reconnecting People, Work and Play through Complete Streets" (hereinafter "Project"). The purpose of this project is the construction of utility infrastructure improvements along with roadway and pedestrian improvements such as sidewalks, bike lanes, strategically placed on-street parking, stormwater drainage, utility relocations, and pedestrian improvements to Dr. Martin Luther King, Jr. Avenue beginning at Beauregard Street and ending at Butchers Lane in downtown Mobile, Alabama, further described in the Federal Award GNSSP25AL0063-01-00. This Agreement between the Parties will be identified by the "ADCNR Grant Number" set forth above in the upper right corner of this Agreement. All invoices and other correspondence submitted to ADCNR in connection with this Agreement must be identified by said Grant Number.
2. **FEDERAL AWARD INFORMATION:** The Project's Financial Assistance Award (hereinafter "Federal Award") in its entirety is hereby incorporated into this Agreement by reference. Information as to the Federal Award associated with the Project includes the following:
 - a. Federal Award Identification Number (FAIN): GNSSP25AL0063
 - b. Federal Award Period of Performance: 01/23/2025-10/31/2027
 - c. Total Amount of Federal Funds Obligated to Subrecipient: \$2,096,981.00
 - d. Subrecipient UEI#: QV8KPHH9J8A3
 - e. Total Amount of Federal Award: \$2,287,500.00
 - f. Name of Federal Awarding Agency: Gulf Coast Ecosystem Restoration Council (hereinafter "RESTORE")
 - g. Pass-Through Entity & Awarding Official Contact Information:
Alabama Department of Conservation and Natural Resources
Commissioner Christopher M. Blankenship
64 N. Union Street; Suite 468
Montgomery, AL 36130
 - h. CFDA Number & Name: CFDA# 87.052 "Gulf Coast Ecosystem Restoration Council Oil Spill Impact Program"
 - i. Indirect Cost Rate of Subrecipient: 0%
3. **AGREEMENT FUNDING AMOUNT:** ADCNR's funding commitment under this Agreement shall be within the budgetary limits as described herein and pursuant to the Federal Award and shall not exceed a total of Two million ninety-six thousand nine hundred eighty-one and xx/100 dollars (**\$2,096,981.00**).
4. **PROJECT PERIOD:** The period allowed for Project completion by the Subrecipient (hereinafter "Project Period") shall commence on January 23, 2025 and end on October 31, 2027
5. **AGREEMENT TERM:** The term of this Agreement shall commence on January 23, 2025 and end on October 31, 2027 (hereinafter "Agreement Term").
6. **APPLICABLE LAWS:** Subrecipient shall perform and/or procure all Agreement Services in accordance with all applicable federal, state and local laws, codes, regulations, and ordinances, including, but not limited to all executive orders (EO), Office of Management and Budget (OMB) requirements, and RESTORE Regulations. In addition, Subrecipient shall procure all

applicable federal, state, and local permits and pay all said fees. Subrecipient further agrees and acknowledges it is responsible for ensuring of all lower tier compliance as to all such requirements. Subrecipient shall at all times maintain effective internal control providing reasonable assurance as to compliance with all requirements.

7. **AGREEMENT SERVICES:** Subrecipient hereby agrees, in proper sequence and in the time herein specified, to perform all tasks and to provide all the necessary labor, materials, equipment, services and facilities necessary to achieve Project completion and fulfill all terms of this Agreement in accordance with all requirements of the Federal Award, including, but not limited to, any RESTORE-specific Special Award Conditions, and the Gulf Coast Ecosystem Restoration Council RESTORE Act Financial Assistance Standard Terms and Conditions contained therein, and all applicable laws (hereinafter "Agreement Services"). Research and Development are not services funded under this subaward.
8. **RELIANCE UPON SUBRECIPIENT:** Subrecipient acknowledges and hereby accepts responsibility to stay current as to necessary compliance measures and that ADCNR is relying upon the Subrecipient to maintain compliance as to all requirements associated with performance under this Agreement including, but not limited to, all exhibits hereto, required certifications, and all applicable laws.
9. **FUNDING AVAILABILITY/SOURCES:** Subrecipient acknowledges and agrees the commencement and continuation of this Agreement, as well as any funding to be disbursed pursuant to this Agreement, is contingent on the availability of and actual receipt by ADCNR of the Federal Award funding designated for this Project.
10. **ALLOWABLE COSTS:**
 - a. Costs allowed under this Agreement shall be determined in accordance with provisions of all applicable federal, state and local laws, regulations, and other requirements including, but not limited to, the following:
 - i. Federal Award;
 - ii. Special Award Conditions incorporated within the Federal Award;
 - iii. 2 C.F.R. Part 200; and
 - iv. 31 C.F.R. Part 34.
 - b. Subrecipient agrees that any expenditure related to any type of lower tier contract or subaward support prior to both receipt of written approval from ADCNR and execution of a written agreement pursuant to Paragraph 24 of this Agreement may be disallowed at the sole discretion of ADCNR.
 - c. Subrecipient shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Agreement Services. Subrecipient further agrees that no costs funded by such other sources constitute Allowable Costs.
 - d. Subrecipient acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement are eligible for reimbursement pursuant to this Agreement, unless specifically authorized in writing by ADCNR.
 - e. Subrecipient specifically agrees that Non-Federal Share funds, in the amount and as described in the Federal Award, will be used as leverage to complete the Project as described in the approved Scope of Work.
11. **REIMBURSEMENT PAYMENTS:** Invoices, with required supporting documentation detailing the Allowable Costs to be reimbursed in accordance with the Federal Award Subrecipient budget categories, shall be submitted to the following:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, AL 36527
Email: amy.hunter@dcnr.alabama.gov

The Subrecipient may invoice no more frequently than monthly for reimbursement of Allowable Costs. Subrecipient's final request for reimbursement of Allowable Costs under this Agreement must be received by ADCNR no later than fifteen (15) days after the

expiration of the Project Period. Subrecipient acknowledges that due to annual State of Alabama fiscal year closeout procedures, ADCNR is not able to process payments in the month of September. Accordingly, requests for payment not submitted to ADCNR on or before August 15 will not be processed prior to commencement of the closeout period. In addition, only Allowable Costs incurred during an active fiscal year performance period are eligible for reimbursement. Requests for payment not received by deadlines set by ADCNR will not be eligible for reimbursement. While funding under this Agreement shall be on a reimbursement-only basis for Allowable Costs, if at any time any funds disbursed by ADCNR are for any reason not expended (or, for example, are returned/credited to Subrecipient subsequent to payment of an invoice), Subrecipient shall immediately notify ADCNR and return such funds in such timeframe and manner as specified by ADCNR. Prior to the submittal of any cost documentation, the sub-recipient shall redact, in accordance with 2 CFR 200.821, all personal information except for Personally Identifiable Information (PII) that is required by law to be disclosed. See also 2 CFR 200.79.

ADCNR reserves the right to refuse to pay all or any part of requested funding for any of the following reasons: 1) at ADCNR's discretion, the costs are not determined to be reasonable or necessary for completion of the scope of work; (2) at ADCNR's discretion, the costs are determined to be ineligible for reimbursement; (3) the Subrecipient has failed to comply with any term or conditions of this agreement; (4) the Subrecipient has otherwise failed to perform the scope of work in accordance with this agreement; or (5) ADCNR has determined that the Subrecipient has otherwise failed to comply with applicable state, federal, or local laws and regulations.

Notwithstanding any other provision of this agreement, and notwithstanding the submission of any reimbursement request by the Subrecipient, ADCNR shall not pay more than 95% of the sub-award amount until such time as the Subrecipient has completed the work, submitted final reporting, and submitted a written certification to ADCNR that the scope of work was completed in accordance with the terms and conditions of this agreement, that no additional amounts are owed, and that no additional reimbursement requests will be submitted.

12. **FINAL PAYMENT:** Notwithstanding any other provision of this Agreement, and notwithstanding the submission of any Reimbursement Request by Subrecipient, ADCNR shall withhold an amount equal to five-percent (5%) of the Funds until such time as Subrecipient has completed the Work, submitted the Final Report, as defined below, required pursuant to this section, and received ADCNR's written approval of such Final Report. Within forty-five (45) days after ADCNR's written approval of such Final Report, ADCNR shall disburse to Subrecipient all or such portion of the five-percent (5%) holdback as is properly payable to Subrecipient for Work performed under this Agreement. However, if ADCNR is satisfied that the Project is proceeding on schedule and on budget, ADCNR (acting in its sole discretion) may reduce the holdback from five-percent (5%) and disburse Funds to Recipient to pay for the costs of Work in advance of completion of the Work and submission of Final Report.

When Subrecipient has performed all the Work, sub-recipient shall transmit to ADCNR a comprehensive report on the Work, along with the corresponding results (the "Final Report"). As appropriate, the Final Report should include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including, without limitation, photographs, video footage, and other electronic representations of the Project and Work. The Final Report shall be provided by Subrecipient to ADCNR within forty-five (45) days of Project completion. Upon approval of Final Reports, ADCNR will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, the Subrecipient shall execute and deliver to ADCNR a release of all claims, on a form provided by ADCNR, against ADCNR arising under, or by virtue of, this Agreement. Unless otherwise provided in the Agreement, by state law, or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of ADCNR's claims against the sub-recipient or its sureties under this Agreement.

13. **SUBMISSION OF REPORTS/INFORMATION:** Subrecipient understands and acknowledges that ADCNR must meet several requirements set forth in the Federal Award and RESTORE Council specific Special Award Conditions related to reporting. Furthermore, Subrecipient acknowledges that ADCNR is specifically relying upon Subrecipient to be familiar with these requirements and any subsequent updates or revisions to these requirements. Subrecipient shall provide accurate and timely information to ADCNR, as necessary, for ADCNR to remain in compliance with all said requirements of the Federal Award and applicable laws and regulations. Accordingly, Subrecipient agrees to provide the following information, and any additional information as may be deemed necessary by ADCNR:

a. Reporting:

(1) The Subrecipient shall provide required progress reports as determined by ADCNR. The form and format shall be prescribed by ADCNR.

(2) The final report must provide ADCNR with a summary financial and performance report related to the Project expenditures and confirmation of Project completion including, but not limited to, supporting documentation detailing the Allowable Costs for the expenditures and other documents needed to be maintained by ADCNR for purposes of recordkeeping and potential audit compliance.

b. Submission: All project communication and documents, including monthly reports and payment requests, should be sent to the ADCNR project manager. If files are too large to send via email, a link to documents for download may be provided. If the sub recipient is unable to send documents via an online link, the ADCNR project manager will work with the sub recipient to determine another suitable method for transfer of documents.

c. Format: Subrecipient shall provide reports generated or compiled within the scope of this Agreement specified herein in digital format or other format as may be specified by ADCNR.

14. RECORDS RETENTION/ACCESS/AUDITS: Subrecipient shall maintain detailed records sufficient to account for the receipt, obligation, and expenditure of grant funds (including, if applicable and allowed, records related to tracking program income). Accordingly, Subrecipient agrees as follows:

a. Record Retention: Subrecipient shall maintain (and require all subrecipients and contractors to maintain) records and accounts associated with this Agreement, including, but not limited to, property, personnel and financial records, in accordance with ADCNR's records retention policy and 2 C.F.R. §200.333334, as well as all other applicable federal, state and local requirements, the Federal Award and RESTORE Council specific Special Award Conditions. Such records will be made available to all entities listed below in Paragraph 14(b) and shall be retained for a minimum of three (3) years after expiration of this Agreement, unless ADCNR grants permission in writing to destroy. However, Subrecipient agrees that it is responsible for being familiar with all such retention requirements and maintaining records for periods longer than this 3-year minimum, as applicable.

b. Access: The Gulf Coast Ecosystem Restoration Council, ADCNR, the Alabama Examiners of Public Accounts, or any of their duly authorized representatives shall have timely and unrestricted access during normal business hours to any pertinent books, documents, papers, and records (including electronic records) of the Subrecipient and its agents, subrecipients and contractors in order to make audits, inspections, financial reviews, excerpts, transcripts and other examinations as directed by law (and to make copies of such). In addition, such rights to access shall include timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such records.

c. Audit Requirements: Subrecipient shall follow all audit requirements under the Federal Award and this Agreement and applicable federal, state, and local laws. Subrecipient shall also ensure applicable lower tier compliance.

d. Survival: The provisions of this Paragraph 14 survive the Agreement Term and remain a continuing obligation of Subrecipient.

15. POLITICAL ACTIVITY: Subrecipient shall comply with all provisions of the Hatch Act (5 U.S.C. §1501 et seq.), as applicable, which limits political activities of employees whose principal employment activities are funded in whole or in part with federal funds. Subrecipient further agrees that it is responsible for ensuring such compliance of lower tier subrecipients and contractors, as applicable.

16. LOBBYING ACTIVITY:

a. Compliance: Subrecipient shall comply with all applicable federal, state, and local laws related to lobbying activities including, but not limited to, the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352). Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors.

- b. Certification: Subrecipient hereby certifies, by execution of this Agreement, that no federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress 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.
 - c. Lower Tier Certification: Subrecipient further agrees to include the certification required pursuant to Paragraph 16(b) in all applicable lower tier agreements.
 - d. Notification: If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.
17. FRAUD/WASTE/ABUSE: Subrecipient shall immediately report to ADCNR as well as the Gulf Coast Ecosystem Restoration Council Inspector General in accordance with 31 C.F.R. §34.803(a), any indication of fraud, waste, abuse, or potential criminal activity associated with any activity or expenditure of funds related to this Agreement.
18. CONFLICTS OF INTEREST: Subrecipient by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflict of interest (or appearance of conflict), either personal or organizational, in any manner existed or now exists which has, has had, or may have any effect on this Agreement or any activity/expenditure associated with this Agreement. By execution of this Agreement, Subrecipient certifies that a conflicts of interest policy consistent with 2 C.F.R. § 200.318 covering each activity associated with or funded pursuant to this Agreement is currently in effect and at all times will remain in effect during the Agreement Term. In the event Subrecipient subsequently cannot maintain this certification during the Agreement Term, Subrecipient shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.
19. ENVIRONMENTAL COMPLIANCE: Subrecipient shall comply with all applicable federal, state and local environmental laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and RESTORE Council specific Special Award Conditions. Subrecipient further agrees that it is responsible for including all environment requirements set forth below pursuant to the RESTORE Council specific Special Award Conditions in all lower tier agreements and for ensuring lower tier compliance. If Subrecipient becomes aware of any potential impact on the environment not approved pursuant to the Federal Award, Subrecipient shall immediately notify ADCNR and suspend activities related to such potential impact until Subrecipient receives written approval from ADCNR to resume such activities.
- a. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
 - b. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
 - c. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738.
 - d. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
 - e. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
 - f. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
 - g. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
 - h. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
 - i. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)
 - j. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
 - k. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
 - l. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. § 1801)
 - m. Marine Mammal Protection Act, as amended (16 U.S.C. § 31)
 - n. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
 - o. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186

- p. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
- q. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. §§ 1431—1445)
- r. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
- s. Rivers and Harbors Act of 1899 (33 U.S.C. § 407)
- t. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended
- u. Floodplain Management, EO 11988, as amended by EO 13690 and, Protection of Wetlands, EO 11990, May 24, 1977, as amended by EO 12608
- v. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)
- w. Coral Reef Protection, EO 13089 Invasive Species, EO 13112
- x. Invasive Species, EP 13112
- y. Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.)
- z. Nonindigenous Aquatic Nuisance Prevention Act, as amended (16 U.S.C. § 4701 et seq.)

20. **FEDERAL PROVISIONS:** This Agreement relies on Federal funds; therefore, the following terms and conditions apply, in addition to others provided in this Agreement.

- a. **Equal Employment Opportunity:** Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). The foregoing is applicable, except as otherwise provided under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.
- b. **Davis-Bacon Act:** The Davis Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5, applies to grants awarded by RESTORE under the RESTORE Act in two situations: (1) for a construction project if it is for the construction of a project that can be defined as a “treatment works” in 33 U.S.C 1292; and (2) for a construction project regardless of whether it is a “treatment works” project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. Under this Act, contractors and subcontractors performing work on federally-funded or assisted contracts in excess of \$2,000.00 for construction, alteration, or repair or public works must pay their laborers and mechanics employed under the Contract no less than the locally prevailing wages and fringe benefits of corresponding work on similar projects in the area.
- c. **Copeland “Anti-kickback” Act:** The Copeland “Anti-kickback” Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). This Act is applicable to contracts awarded by a non-Federal entity in excess of \$100,000.00 that involve employment of mechanics or laborers. Under this Act, contractors and subrecipients are prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- d. **Contract Work Hours and Safety Standard Act** Section 103 and 107 of the Agreement Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulation (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of \$2,000.00, and in excess of \$2,500.00 for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.
- e. **Rights to Inventions Made Under a Contract or Agreement** 37 CFR Part 401. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 CFR 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- f. **Compliance with Office of Management and Budget Circulars.** As applicable, Contractors shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

- g. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, in compliance with 2 CFR 200.321, the Subrecipient shall take affirmative steps to assure that minority business enterprises, women's business enterprises, and labor surplus area firms are used when possible.

21. OTHER COMPLIANCE: Subrecipient shall comply, and ensure lower tier compliance, with all applicable federal, state and local laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and RESTORE Council specific Special Award Conditions. In addition, Subrecipient shall assist ADCNR as to compliance with all such requirements.

- a. Foreign Travel: Subrecipient agrees that no travel outside the United States shall be permitted pursuant to this Agreement.
- b. Seat Belts: Pursuant to EO 130443, Subrecipient agrees to encourage employees and any contractors to enforce on-the-job seat belt policies and programs when operating any vehicles in connection with performance of activities associated with this Agreement.
- c. Research Involving Human Species: Subrecipient agrees that no research involving human subjects shall be permitted pursuant to this Agreement.
- d. Federal Employee Expenses: Subrecipient agrees that no funding pursuant to this Agreement shall be used to pay transportation, travel or other expenses for any employee of the federal government without prior written approval from ADCNR.
- e. Minority Serving Institutions: Subrecipient acknowledges the RESTORE's goal of meaningful participation of minority serving institutions ("MSIs") in its financial assistance programs and agrees to include such meaningful participation of MSIs as to Project activities when possible.
- f. Research Misconduct: Subrecipient agrees, to the extent at any time applicable, to abide by all provisions of the Federal Policy on Research Misconduct issued by the Executive Office of the President's Office of Science and Technology Policy on December 6, 2000 (65 FR 76260).
- g. Care and Use of Live Vertebrate Animals: Subrecipient agrees that no research involving vertebrate animals shall be permitted pursuant to this Agreement.
- h. Homeland Security Presidential Directive 12: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve routine physical access to a federally-controlled facility or routine access to a federally-controlled information system.
- i. Export-Controlled Items: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve access to export-controlled items.
- j. Trafficking of Victims Protection Act Of 2000: Subrecipient agrees the award term set forth in 2 C.F.R. § 175.15(b) implementing provisions of the Trafficking Victims Protection Act of 2000 (22 U.S.C. §7104(g)), to extent applicable, is hereby incorporated into this Agreement.
- k. Federal Funding Accountability and Transparency Act Of 2006 (FFATA): Subrecipient shall comply and assist ADCNR as to compliance with all applicable requirements of FFATA, as amended (Pub. L. No 109-282, 31 U.S.C. §6101) associated with this Agreement.
- k-1. Certifications: Subrecipient shall execute, as applicable, and comply (and assist ADCNR as to compliance) with all certifications associated with this Agreement including, but not limited to, all certifications and requirements set forth in 31 C.F.R. §34.802, assurances (Forms SF-424B and SF- 424D, or equivalent, as applicable), and any required RESTORE-specific certifications and/or other certifications as required by 2 C.F.R. Part 200.

l.m. Construction Activities: Subrecipient acknowledges and agrees that its performance under this Agreement does require or involve construction related activities.

m.n. To the extent equipment and products are authorized to be purchased pursuant to this Agreement, the Subrecipient is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided pursuant to this Agreement.

22. **PROCUREMENT:** Subrecipient shall conduct all procurement actions consistent with the Federal Award, RESTORE Council specific Special Award Conditions, and all applicable federal, state, and local requirements including, but not limited to, provisions of 2 C.F.R. Part 200. Furthermore, Subrecipient specifically agrees to ensure that applicable clauses set forth pursuant to 2 C.F.R. Part 200 will be included in all purchase orders, contracts, and agreements.

23. **DEBARMENT AND SUSPENSION:**

- a. **Compliance:** Subrecipient shall comply with provisions of 2 C.F.R. Part 180 “OMB Guides To Agencies on Governmentwide Debarment and Suspension (Non-procurement),” which generally prohibit entities, and their principals, that have been debarred, suspended, or voluntarily excluded from participating in Federal non-procurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors. Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors. Pursuant to 31 C.F.R. Part 19, Subrecipient shall verify that its contractors (for contracts expected to equal or exceed \$25,000), subcontractors (for subcontracts expected to equal or exceed \$25,000), or principals that the subrecipient engages to accomplish the scope of work, if applicable, do not appear on the federal government’s Excluded Parties List. Subrecipient may not enter into a contract or subcontract with an entity, or that entity’s principals, if that entity or its principals appear on the Excluded Parties List.
- b. **Certification:** Subrecipient hereby certifies, by execution of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in Project implementation or any aspect of the Agreement by any Federal department or agency.
- c. **Lower Tier Covered Transactions:** The Subrecipient must include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts described in 31 CFR Part 19, Subpart B) that the award is subject to 31 C.F.R Part 19 and require a certification of compliance in covered lower tier transactions as may be required by the Gulf Coast Ecosystem Restoration Council.
- d. **Notification:** If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR’s satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.

24. **LOWER TIER SUBAWARDS/CONTRACTS:** Subrecipient shall not enter into a lower tier subaward or contractual agreement associated with its performance under this Agreement without the prior written consent of ADCNR. Further, Subrecipient agrees and acknowledges that, unless otherwise approved in writing by the applicable RESTORE Grants Officer, all lower tier engagements shall be made in a manner to provide, to the maximum extent practicable, open and free competition in accordance with 2 C.F.R. §200.317-2627, in addition to all other applicable federal, state, and local requirements. No expenditure of funds associated with this Agreement shall be made prior to full execution of a written, legally binding agreement extending to the approved subrecipient/contractor all applicable requirements associated with this Agreement. As to all lower tier awards and activities, Subrecipient agrees that it is responsible for ensuring compliance under all applicable federal, state, and local laws including, but not limited to, all requirements of 2 C.F.R 200, the Federal Award, and RESTORE Council specific Special Award Conditions.

25. **MINORITY/WOMEN BUSINESSES:** As applicable, when contracting, Subrecipient must take all necessary affirmative steps, as set forth in 2 C.F.R. § 200.321(b), to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. This provision applies to all lower-tier transactions.

26. LOWER TIER SUBAWARD/CONTRACT NOTICE: In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 24, Subrecipient shall include the following notice in each request for applications or bids for a subaward, contract, or subcontract, as applicable:

“Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a RESTORE official) are subject to 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement).” In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, “New Restrictions on Lobbying,” published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget “Governmentwide Guidance for New Restrictions on Lobbying,” and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996).”

27. LOWER TIER AGREEMENT PROVISIONS: In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 24, all resulting subawards and contracts made by the Subrecipient must contain, as applicable, provisions required pursuant to 2 C.F.R. Appendix II to part 200, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards,” the Federal Award, the RESTORE Council specific Special Award Conditions, and all other federal, state, or local laws.
28. DRUG FREE WORKPLACE: Subrecipient shall comply with all provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S. § 8102), and RESTORE implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.
29. PROPERTY RIGHTS AND STANDARDS: The provisions of Section 200.310-200.316, OMB Uniform Guidance (2 CFR 200) apply to Federal property rights and the acquisition of real property, equipment, supplies and intangible property to the extent authorized by this Agreement.
30. PRESS/EVENTS: Subrecipient shall notify ADCNR of the location, date, and time of any press conferences, press releases, media events, etc., related to this Project at least five (5) working days prior to the scheduled event or release.
31. PUBLICATIONS/VIDEOS/SIGNAGE/ACKNOWLEDGMENT: Subrecipient agrees to the following:
- Subrecipient shall submit copies of all publication materials including, but not limited to, print, recorded, or Internet materials to ADCNR.
 - When releasing information related to the Project, Subrecipient shall include a statement that the project or effort undertaken has been sponsored by the “The Gulf Coast Ecosystem Restoration Council in cooperation with the State of Alabama Department of Conservation and Natural Resources.”
 - Any signage to be produced pursuant to this Agreement must have prior written approval of ADCNR and shall contain language required by the RESTORE Council specific Special Award Conditions and ADCNR.
 - Unless otherwise approved by ADCNR in writing, every publication of material based on, developed under, or otherwise produced pursuant to this Agreement (except scientific articles or papers appearing in scientific, technical, or professional journals) shall contain the following disclaimer:
“This project was paid for [in part] with federal funding from the Gulf Coast Ecosystem Restoration Council under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act).” Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Award must display the following additional language: “The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the Gulf Coast Ecosystem Restoration Council or ADCNR.”

32. INDEMNIFICATION:

- a. To the extent legally enforceable, the Subrecipient (hereinafter at times referenced in this paragraph as “the Indemnitor”) agrees to protect, defend, indemnify, save, and hold harmless the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants employees, and volunteers of each (hereinafter at times referenced in this paragraph collectively as “the Indemnitees”), from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of the Indemnitees, the Subrecipient, and the Subrecipient’s agents, servants, employees, and subcontractors. Indemnitor’s obligation and duty to protect, defend, indemnify, save and hold harmless the Indemnitees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by Indemnitees and/or Indemnitor as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Indemnitor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent.
- b. Subrecipient further agrees it releases from liability and waives its right to sue Indemnitees regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.
- c. The provisions of this Paragraph 32 shall survive the Agreement Term and remain a continuing obligation of Subrecipient.

33. **TERMINATION OF AGREEMENT:** This Agreement may be terminated as follows:

- a. If, in the determination of ADCNR, Subrecipient fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements, or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice, sent certified mail (return receipt requested), or overnight courier (signature required), to Subrecipient of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of termination. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Subrecipient under this Agreement shall become the property of ADCNR.
- b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Subgrantee by certified mail (return receipt requested) or overnight courier (signature required) of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Subrecipient under this Agreement shall become the property of ADCNR.
- c. If the Agreement is terminated by ADCNR, as provided herein, Subrecipient shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Subrecipient shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

34. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement are set forth below. In the event the designation of new contact information is necessary, such shall not require a formal amendment to this Agreement.

To ADCNR:

Alabama Department of Conservation and Natural Resources
Attn: Christopher M. Blankenship, Commissioner
64 N. Union St., Suite 468
Montgomery, AL 36130

With a copy to:

Dr. Amy Hunter

Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, AL 36527
Email: amy.hunter@dcnr.alabama.gov

To Subrecipient:

William S. Stimpson, City of Mobile-Mayor
P.O. Box 1827
Mobile, Alabama 36633

Jennifer Greene, Director, Program and Project Management
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633
Jennifer.greene@cityofmobile.org

35. **NONDISCRIMINATION:** Subrecipient shall not discriminate on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status, or disability in its hiring or employment practices nor in relation to admission to, access to, or operations of its programs, services, or activities. Further, Subrecipient shall comply with all RESTORE regulations and policies prohibiting discrimination as well as all other applicable federal, state, and local nondiscrimination laws including, but not limited to, the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Americans with Disabilities Act of 1990; Section 504 of the Rehabilitation Act of 1973; Revised ADA Standards for Accessible Design for Construction Awards; and Age Discrimination Act of 1975; Public Health Service Act of 1912 and the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; and any other applicable non-discrimination law(s).
36. **PROTECTIONS FOR WHISTLEBLOWERS:** In accordance with 41 U.S.C. § 4712, neither the Subrecipient or any of its contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:
- a. A Member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A RESTORE employee responsible for contract or grant oversight or management;
 - e. An authorized official of the Department of Justice or other law enforcement agency;
 - f. A court or grand jury; and/or
 - g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.
37. **ASSIGNABILITY:** Subrecipient shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR.
38. **AMENDMENT:** Any amendment to this Agreement must be in writing and approved by all signatory/authorities prior to becoming effective. The Parties agree to renegotiate this Agreement if Federal, State and/or local revisions of any applicable laws or regulations make changes in the Agreement necessary.
39. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective parties hereto.

40. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.
41. **NO AGENCY RELATIONSHIP:** By entering into this Agreement, Subrecipient is not an agent of ADCNR, its officers, employees, agents, or assigns. Nothing in this agreement creates an agency relationship between the Parties.
42. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.
43. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Contract shall be deemed null and void.
44. **NOT ENTITLED TO MERIT SYSTEM:** The subrecipient understands and agrees that neither it nor any employees or agents thereof are entitled to any benefits of the Alabama State Merit System.
45. **BOYCOTT:** In compliance with Act 2016-312, Permittee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.
- In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.
46. **PRORATION:** In the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.
47. **CLAIMS FOR LIENS:** Subrecipient shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Subrecipient in connection with the performance of its obligations under this Agreement.
48. **TAX RESPONSIBILITY:** Subrecipient hereby agrees that the responsibility for payment of any taxes from the funds received under this Agreement shall be the Subrecipient's obligation and shall be identified under the appropriate Tax Identification Number. In the event any tax refund is received by Subrecipient, it shall immediately notify ADCNR in writing and comply with all RESTORE requirements associated therewith.
49. **VENUE:** Subgrantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Montgomery County, Alabama.
50. **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.
51. **IMMIGRATION COMPLIANCE:** By signing this Agreement, Subrecipient affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, if found to be in violation of this provision, Subrecipient shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

52. PARTIES REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

53. DOCUMENTS: The documents which comprise this Agreement between ADCNR and the Subrecipient are:

1. This Subaward Agreement;
2. Federal Award, including any RESTORE Council Special Award Conditions incorporated within the Federal Award

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below.

**STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES**

Christopher M. Blankenship, Commissioner

Date

CITY OF MOBILE, A Municipal Corporation

By: _____

Date:

Its: _____

ATTEST:

City Clerk

Date:

ATTACHMENT B - FEDERAL AWARD IDENTIFICATION - REV. JANUARY 2024

The entity identified in this agreement for project: [One Mobile: Reconnecting People, Work and Play through Complete Streets](#) is a SUBRECIPIENT of a subaward, in accordance with 2 CFR 200.331. Be advised, the following information describes the Federal award and subaward:

(1) Federal Award Identification under 2 CFR 200.332.	
(i) Subrecipient's name (must match name associated with its UEID);	CITY OF MOBILE
(ii) Subrecipient's unique entity identifier;	UEID # QV8KPHH9J8A3
(iii) Federal Award Identification Number (FAIN);	GNSSP25AL0063
(iv) Federal Award Date (date of award to the recipient by the Federal agency);	01-23-2025
(v) Subaward Period of Performance Start and End Date;	From 01/23/2025 through 10/31/2027
(vi) Subaward Budget Period Start and End Date;	From 01/23/2025 through 10/31/2027
(vii) Amount of Federal Funds Obligated in the subaward;	\$2,287,500.00
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity, including the current financial obligation;	\$2,096,981.00
(ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$2,096,981.00
(x) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	“One Mobile: Reconnecting People, Work and Play through Complete Streets”. The purpose of this project is the construction of utility infrastructure improvements along with roadway and pedestrian improvements such as sidewalks, bike lanes, strategically placed on-street parking, stormwater drainage, utility relocations, and pedestrian improvements to Dr. Martin Luther King, Jr. Avenue beginning at Beauregard Street and ending at Butchers Lane in downtown Mobile, Alabama.
(xi) Name of Federal awarding agency Name of pass-through entity, and contact information for awarding official of the pass-through entity;	U.S. Department of Treasury Alabama Department of Conservation and Natural Resources: ADCNR CONTACT: Commissioner Chris M. Blankenship 64 N. Union Street, Room 458, Montgomery, Alabama 36130 Phone: 251.621.1216
(xii) Assistance Listings Title and Number (CFDA Number and Name); the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number (CFDA number) at time of disbursement;	Assistance Listings Title and Number: CFDA # 87.052 “Gulf Coast Ecosystem Restoration Council Oil Spill Impact Program” - total Federal Award issued to ADCNR, which is registered in SAM with the UEI: WLNMNKHKF5T1 , is \$2,287,500.00 .
(xiii) Identification of whether the Federal award is for research and development; and	This is not a R&D award.
(xiv) Indirect cost rate for the Federal award (including if the de minimis rate is used in accordance with §200.414	ADCNR charges all costs directly, therefore the indirect cost rate is 27.19% for the Federal award.

1. DATE ISSUED MM/DD/YYYY 01/23/2025		1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. ASSISTANCE LISTING NUMBER 87.052 - Spill Impact Component Project Grants			
3. ASSISTANCE TYPE Project Grant			
4. GRANT NO. GNSSP25AL0063-01-00 Formerly		5. TYPE OF AWARD Other	
4a. FAIN GNSSP25AL0063		5a. ACTION TYPE New	
6. PROJECT PERIOD MM/DD/YYYY From 01/23/2025		Through MM/DD/YYYY 10/31/2027	
7. BUDGET PERIOD MM/DD/YYYY From 01/23/2025		Through MM/DD/YYYY 10/31/2027	
8. TITLE OF PROJECT (OR PROGRAM) Project #28: One Mobile: Reconnecting People, Work and Play through Complete Streets			

The Gulf Coast Ecosystem Restoration Council
RESTORE Council
Gulf Coast Ecosystem Restoration Council

500 Poydras Street
Suite 1117
New Orleans, LA 70130

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
RESTORE Act, 33 U.S.C. 1321(t)(3) and 40 CFR Part 1800 - Spill
Impact Component

9a. GRANTEE NAME AND ADDRESS ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES 64 N Union St RM 458 Montgomery, AL 36130-3020	9b. GRANTEE PROJECT DIRECTOR Amy Hunter 64 N Union St RM 458 Montgomery, AL 36130-3020 Phone: 251-621-1216
10a. GRANTEE AUTHORIZING OFFICIAL Mr. Chris Blankenship 118 N. Royal Street Suite 603 Mobile, AL 36602 An authorized representative electronically signed the award on 01/27/2025	10b. FEDERAL PROJECT OFFICER Ms. Kathleen Baxter 500 Poydras St STE 1117 New Orleans, LA 70130-7305 Phone: 504-940-7709

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m) 2,287,500.00	
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods 0.00	
a. Salaries and Wages 29,005.09		c. Less Cumulative Prior Award(s) This Budget Period 0.00	
b. Fringe Benefits 12,042.29		d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 2,287,500.00	
c. Total Personnel Costs 41,047.38		13. Total Federal Funds Awarded to Date for Project Period 2,287,500.00	
d. Equipment 0.00		14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):	
e. Supplies 0.00		YEAR TOTAL DIRECT COSTS YEAR TOTAL DIRECT COSTS	
f. Travel 393.92		a. 2 b. 3 c. 4 d. 5 e. 6 f. 7	
g. Construction 0.00		15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
h. Other 13,556,981.00		a. DEDUCTION	
i. Contractual 108,349.80		b. ADDITIONAL COSTS	
j. TOTAL DIRECT COSTS 13,706,772.10		c. MATCHING	
k. INDIRECT COSTS 40,727.90		d. OTHER RESEARCH (Add / Deduct Option)	
l. TOTAL APPROVED BUDGET 13,747,500.00		e. OTHER (See REMARKS)	
m. Federal Share 2,287,500.00		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:	
n. Non-Federal Share 11,460,000.00		a. The grant program legislation.	
		b. The grant program regulations.	
		c. This award notice including terms and conditions, if any, noted below under REMARKS.	
		d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.	
		In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.	

REMARKS (Other Terms and Conditions Attached -



Yes



No

This is a new grant award \$2,287,500 federal and \$11,460,000 non-federal to support the construction of stormwater infrastructure improvements in downtown Mobile (a part of the One Mobile: Reconnecting People, Work and Play through Complete Streets initiative.

AUTHORIZING OFFICIAL:

Frederick Sutter, Deputy Executive Director
500 Poydras St Ste 1117
New Orleans, LA 70130-7305
Phone: 504-444-3511

Electronically Signed 01/27/2025

17. OBJ CLASS 41.0006	18a. VENDOR CODE 63-6000619	18b. EIN 636000619	19a. UEI WLNMNKHKF5T1	19b. DUNS 929933406	20. CONG. DIST. 02
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION	
21. a. SEP	b. GNS000063A	c. 6013 INFRA	d. \$2,287,500.00	e.	
22. a.	b.	c.	d.	e.	
23. a.	b.	c.	d.	e.	

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Special Award Conditions

1. Non-Duplicative Use of RESTORE Act Funds

The Recipient will not seek any compensation for the approved project from any other funding source, including without limitation the Oil Spill Liability Trust Fund. Should such funding be received, the recipient will immediately notify the Grants Officer in writing. If the Recipient is authorized to make subawards, the Recipient will not use RESTORE Act funds to make subawards to fund any activities for which claims were filed with the Oil Spill Liability Trust Fund after July 6, 2012.

2. Grant Project Performance and Financial Reporting

The Recipient must submit project performance reports through the Council's Program Information Platform for Ecological Restoration (PIPER) or any successor system on an annual basis during the period of performance. Financial reports must be submitted through GrantSolutions or any successor system also on an annual basis. Performance and financial reports covering the annual reporting period will be due 60 calendar days after the end of the annual reporting period specified in the Award. Final performance and financial reports that summarize the activities and findings of the Award are due 120 calendar days after the end of the period of performance. This special award condition (SAC) supersedes section C.01.a of the RESTORE Council Financial Assistance Standard Terms and Conditions dated August 2015, which states that financial reports are due on a semi-annual basis. Please see the Reporting Schedule located on a following page for the reporting period and due dates of performance and financial reports to be submitted as part of this Award.

3. Non-Federal Subrecipient Share Requirement

The budget under this Award includes project-related costs committed by the non-federal recipient, referred to as the non-federal share, which are described in the attached budget narrative. The non-federal share is not a statutory requirement of the RESTORE Act (33 U.S.C. 1321(t) and note), but it is required to complete the project and has been voluntarily committed by the recipient under this award and therefore meets the definition of cost share or matching in 2 CFR §200.1. Under §200.1, non-federal share funding must meet the criteria of §200.306(b). Non-federal share funding will be used for construction improvement costs. The non-federal share must be paid out proportionally under the subrecipient agreement using a predetermined percentage. The predetermined percentage is the amount of the non-federal share provided under the subrecipient agreement \$11,460,000 divided by the subrecipient's total project cost \$13,556,981, or 84.53%. In addition, the Recipient will report on non-federal share expenditures throughout the period of performance.

4. Supplemental Construction And Improvements To Real Property Terms

A. Estimated Useful Life and Federal Interest in Project Property

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Property that is acquired or improved, in whole or in part, with federal assistance is held in trust by the recipient or subrecipient, as specified in the award, for the purpose(s) for which the award was made for the estimated useful life. See 2 CFR § 200.316. The estimated useful life of the program or individual project or activity is defined as the period of years that constitutes the expected useful lifespan of the program, project or activity, as estimated by the recipient and agreed to by the Council, during which the Council anticipates obtaining the benefits pursuant to award purposes authorized by the RESTORE Act. If the estimated useful life is provided in the recipient's application, the Grants Office's issuance of the award represents its concurrence with the recipient's proposed estimated useful life.

The recipient's obligation to the Council continues for the estimated useful life. At its discretion, the Council Grants Office may waive the requirements to establish an estimated useful life for an ecosystem restoration project.

The recipient or subrecipient shall not engage in any of the following "Unauthorized Transactions" without the prior written approval of the Council's Grants Officer:

- 1) Sell, lease, transfer, assign, convey, hypothecate, mortgage, dispose of, or otherwise convey or encumber any interest in the property;
- 2) Use project property for purposes other than award purposes; or
- 3) Fail to comply with the terms and conditions of this award or any of the federal laws and regulations, Council policies, Executive Orders, or OMB Circulars that are incorporated into the terms and conditions of this Award.

Throughout the estimated useful life, the Council retains an undivided equitable interest in the property, sometimes referred to as the "federal interest." See 2 CFR § 200.1. If the Council determines that an Unauthorized Transaction has occurred, the Council shall have the right, exercisable at any time by written notice to the recipient, to issue disposition instructions in accordance with 2 CFR § 200.311(c), which may include requiring the recipient repay to the Council the full cash value of the federal interest in the property, computed as the percentage of the fair market value of the property attributable to the Council's funding of the project; such percentage calculated at the time of the funding and such cash value calculated at the time of the Council's exercise of this right (see 2 CFR § 200.1). The Council may also take any other action or remedy that may be legally available. The Council's forbearance in exercising any right or remedy in connection with the federal interest does not constitute a waiver thereof.

When the estimated useful life of the project has ended, the Federal interest will thereupon be extinguished and the Federal Government will have no further interest in the property.

B. Reporting on Real Property Acquired or Improved

In accordance with 2 CFR 200.330, the recipient must complete and submit to the Council a report on the status of all properties acquired or improved, using Form SF-429 "Real Property Status Report" or any equivalent or successor form. All reports must be for the period ending December 31, or any portion thereof, and are due no later than 60 days following the end of the reporting period. The recipient must continue to submit these reports to the Council or a successor agency:

- 1) Until acquired property is disposed of in accordance with 2 CFR § 200.311(c); or
- 2) Throughout the estimated useful life of the project and associated improvements.

Reports will be submitted according to the following schedule, unless otherwise indicated in a special award condition:

- 1) For real property in which the Council retains an interest for 14 years or less, reports must be submitted annually for the first three years beginning in the year the first property is acquired or improved under the award and thereafter every three years.
- 2) For real property in which the Council retains an interest for 15 years or more, reports must be submitted annually for the first

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three years beginning in the year the first property is acquired or improved under the award and every five years thereafter.

At the end of the period of performance, the recipient must complete and submit Form SF-429 or any equivalent or successor form to the Grants Office with the final performance and financial reports.

C. Authorized Award Purpose

Recipient will, or will cause subrecipient to, hold and maintain the property/properties or easement(s) as pursuant to Authorized Award Purposes for the duration of the federal interest (as defined at 2 CFR § 200.1) in the property/properties. The Authorized Award Purposes are defined in the approved scope of work for the award stored within the electronic Grants Management System.

Before commencing any constructions other improvements not approved in the award, recipient will, or will cause subrecipient to, ensure that any alterations to or development on the property/properties are consistent with and will advance the Authorized Award Purposes. Existing structures on any property tract may be removed to achieve the Authorized Award Purposes. In all cases, any development on the property/properties, including removal of existing structures, must conform to federal, state, and local ordinances and standards, and shall remain subject to the requirements of any special award conditions.

D. Pre-Construction Requirements

Federal funds for construction costs for any project will not be released by the Council until the following information and documentation is received from the Recipient and accepted in writing by the Grants Office. If construction is commenced prior to the Council's acceptance, the Recipient and any Subrecipient proceeds at its own risk.

1) Title to real property improved under this award. In accordance with 2 CFR § 200.311, title to real property improved under this award will vest with the recipient or subrecipient, as specified in the application, and must be used only for authorized award purposes.

a. Before solicitation of bids for construction of a given project, the recipient will furnish the legal description of each tract of project real property, the type of ownership, including but not limited to fee-simple, long-term leasehold, easements and rights-of-way, needed for completion and maintenance of the project and an indication of what project element is to be built thereon.

b. When the project involves linear construction or improvements, such as installation of water or wastewater main lines, road improvements, or other less common types of construction requiring access across multiple tracts, recipients should contact the Council Grants Office for guidance on the types of evidence of title required.

The recipient shall certify that the recipient and/or subrecipient, if applicable, holds clear title to or otherwise has, as applicable, control of and/or access to all project real property and are not aware of any material restrictions or encumbrances that could interfere with any award purpose. In all cases, the recipient and subrecipient if applicable must disclose any ongoing litigation concerning the project property prior to requesting the release of federal funds for construction.

2) Engineering and design plans. The Recipient must provide to the Council Grants Office the cover sheet and such pages as necessary to demonstrate that 100% design and engineering plans and specifications for all construction activities funded under this award have been stamped/signed by a professional engineer currently licensed in accordance with State requirements.

a. For ecosystem restoration projects, or as otherwise directed by the Council Program Office, the recipient must provide a full and complete set of plans and specifications.

b. For projects activities not directly involving restoration of ecological systems (e.g., traditional "brick and mortar" construction, wastewater treatment system renovation), the recipient must provide to the Council Grants Office, at a minimum the cover sheet and such pages as necessary demonstrating that 100% plans and specifications for all construction activities funded under the award are complete and stamped/signed by a qualified, registered professional engineer.

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The Council's review is to ensure compliance with the terms and conditions of the award; the Council will not be responsible for the accuracy or completeness of design, dimensions, details, proper selection of materials, or compliance with required codes or ordinances. As between the Council and the recipient, these responsibilities rest solely with the recipient. For clarity, nothing in the foregoing is intended to limit or otherwise affect any of the recipient's rights or remedies in connection with any third party, including any of the recipient's subrecipients or contractors.

3) Notice of Federal Interest. Throughout the estimated useful life of a property acquired or improved under an award, the Council retains an undivided equitable interest in the property, sometimes referred to as the "federal interest." See 2 CFR §§ 200.1 and 200.316. The recipient and subrecipient acknowledge the federal interest when accepting the award or subaward. When a notice of federal interest is required, the recipient must provide written confirmation that a notice of federal interest or covenant of purpose and use has been filed in the relevant real property records prior to the commencement of construction. In submitting this information, the recipient and subrecipient represent and certify to the Council that neither are aware of any material restrictions or encumbrances that could interfere with any award purpose. The Council has relied upon and will continue to rely upon the Recipient's due diligence in protecting title to property needed for award purposes.

a. To document the federal interest for all properties or property interests acquired under an award, the Council's federal interest will be recorded through a restriction in the property deed and the filing of a notice of federal interest or covenant of purpose and use, unless otherwise specified in a special award condition.

b. To document the federal interest for properties improved under an award for which acquisition is not required, the recipient will, or as appropriate will cause subrecipient to, execute and record a notice of federal interest or covenant of purpose and use acceptable in form and substance to the Council, which must be perfected and placed of record in accordance with local law, with continuances re-filed as appropriate. A notice of federal interest or covenant is not required to be recorded when the following conditions apply, unless specified in a special award condition:

i. The costs of improvements to a single property are less than the Simplified Acquisition Threshold;

ii. The project is comprised of linear construction or improvements, such as installation of water or wastewater main lines or road improvements, requiring access across numerous properties; or

iii. The property is owned by a third party, such as a private landowner, and improved under an agreement between the third party and the recipient or subrecipient as applicable. When a third party is involved, the landowner's acknowledgement of the federal investment and responsibility to either maintain or, at a minimum not intentionally interfere with, the authorized purpose identified in the award must be included in the agreement between the parties under which the improvements will be conducted.

c. At a minimum, the Notice of Federal Interest will include the following items:

i. A statement that the award was made by the RESTORE Council to the specific recipient, including the Federal Award Identification Number, award title, and date of award;

ii. The location of the Project, including physical address;

iii. A reference to any agreement between the recipient, subrecipient and property owner, as applicable.

iv. A minimum length of time the Project will be in operation (which time must equal or exceed the estimated useful life); and

v. Language equivalent to the following:

"The Notice of Award for this grant includes conditions on use of the aforementioned Project Property and provides for a continuing Federal Interest in Project Property. Specifically, Project Property may not be used for any purpose inconsistent with the Award, RESTORE Act, and any program regulations governing the Award. In addition, the Property owner may not:

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v.1. Enter into any mortgage, lien, assignment or any other similar legal or equitable instrument in connection to Project Property or any right therein;

v.2. Otherwise encumber Property or any right therein;

v.3. Sell, transfer, assign, donate, or otherwise dispose of Project Property or any right therein; or

v.4. Take any action that would prevent or hinder Project Property from being used for Award purposes for 30 consecutive calendar days without the prior written approval of the Executive Director, Gulf Coast Ecosystem Restoration Council (or any successor agency).

In addition, Project Property may not be used in violation of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which laws prohibit discrimination on the basis of race, religion, national origin, or disability. These conditions are in accordance with the statutory provisions set forth in the Resources and Ecosystems Sustainability, Tourist Opportunities and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act) (33 U.S.C. § 1321(t), Pub. L. No. 112-141), 2 CFR § 200 as applicable, the Notice of Funding Availability for Spill Impact Component Project Grants published by the Gulf Coast Ecosystem Restoration Council, and other terms and conditions of the grant award.

These grant conditions and requirements cannot be nullified or voided through a transfer of ownership. Therefore, any proposed change in usage or ownership must be approved in writing by the Executive Director, Gulf Coast Ecosystem Restoration Council.”

The recipient will also provide the Grants Office with a written statement from a licensed attorney in the jurisdiction where the property is located certifying that the federal interest has been protected, as required under the award and in accordance with local law. Such a statement is required unless a waiver is provided in writing by the Grants Officer.

4) *Environmental compliance requirements.* The recipient must provide documentation demonstrating that the applicable environmental laws have been addressed prior to the release of construction funding. Accordingly, the recipient must furnish evidence, satisfactory to the Council, that the recipient or subrecipient has received all federal, state, and local permits and other documentation of compliance with applicable environmental requirements necessary for construction, completion and operation of the Project. In cases where a permit may be addressed under the construction contract, construction funds may be released with the condition that the recipient provides a copy of that permit to the Council prior to initiation of construction activities subject to that permit.

5) *Floodplain requirements.* If the property is located within the 100-year floodplain or other flooding risks have been identified by the recipient or the Council, the recipient must furnish evidence, satisfactory to the Council Grants Office, that all applicable floodplain requirements have been met. As appropriate to the project, this may include the following:

a. Floodplain Notice. That the 30-day period established for receipt of comments from the public in response to public notice published regarding the potential for project impact on the values and functions of a designated 100-year floodplain has expired and that identified concerns (if any) have been addressed to the Council’s satisfaction. This notice may be satisfied through an environmental assessment or permitting process used as the vehicle for public notice, involvement and explanation per 44 CFR 9.8(b)(2).

b. Floodplain Protection. Certification by the project engineer or architect that the project facility will be adequately protected from damage by flood, or written confirmation from the State/local Floodplain Manager that the proposed project and any associated design and engineering plans are in accordance with all applicable floodplain ordinances/regulations.

c. Flood Insurance. In accordance with the Flood Disaster Protection Act (42 U.S.C. § 4002 et seq), that the community is participating in the National Flood Insurance Program, and that as required, the recipient has or will purchase and maintain, or as appropriate, will cause the subrecipient to have or purchase and maintain, flood insurance.

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6) *Americans with Disabilities Act (ADA) Compliance.* For any projects where funding will be used to provide, create or facilitate public access to project property, the recipient must furnish evidence satisfactory to the Council Grants Office, that the recipient or subrecipient will be in compliance with ADA requirements related to improvements to be constructed or operated under the project.

7) *Contingency.* If contingency funds are included in the approved award budget in accordance with 2 CFR 200.433, such funds will be described in the Budget Narrative for expenditures related to construction activities. Contingency funds may not be utilized for project scope changes, unforeseen risks or extraordinary events. Federal funds equal to the amount of contingency funds approved will not be released until documentation verifying that proposed contingency expenditures comply with 2 CFR 200.300 and 200.403, are necessary and reasonable for accomplishment of the award scope, and will be verifiable from the recipient's or subrecipient's financial records is submitted by the recipient and accepted in writing by the Grants Office.

8) *Updated construction schedules and cost estimates.* The Recipient must furnish the most recent construction schedules and cost estimates based upon the completed engineering and design plans and/or other information that has become available since the last update.

E. Administration, Operation and Maintenance

The recipient agrees to, or to cause the subrecipient to, administer, operate and maintain any property improved with federal funds for the project's estimated useful life in the same manner in which it operates and maintains similar facilities and equipment owned by it, and in accordance with state and local standards, laws and regulations. The recipient must not be in breach of its obligations under this award except to the extent the failure to fulfill any obligation is due to an Uncontrollable Force.

"Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or negligence of, the party claiming the Uncontrollable Force that prevents the recipient from honoring its contractual obligations under this Agreement and which, by exercise of the recipient's reasonable care, diligence and foresight, such recipient was unable to avoid. Uncontrollable Forces include, but are not limited to:

- 1) Strikes or work stoppage;
- 2) Floods, earthquakes, or other natural disasters;
- 3) Terrorist acts; and
- 4) Final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the recipient, claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction.

Neither the unavailability of funds or financing, nor conditions of national or local economies or markets must be considered an Uncontrollable Force.

The recipient will provide documentation of the Administration, Operation and Maintenance Plan.

F. Acquisition of Real Property

Unless specifically described in an award scope of work, the acquisition of real property is not an allowable expense. In the event that acquisition of real property or an interest in real property is identified as necessary to achieve the objectives of an award, the recipient shall contact the Council Grants Office for instructions prior to expending any funds related to the acquisition of real property.

If any property used under the award is acquired during the period of performance, regardless of the source of funding, the Recipient will be required to provide documentation (such as an option agreement, purchase agreement, or letter of intent) between the seller and the Recipient that indicates agreement to the sale (or intent to agree if terms of a contract can be reached),

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and the price to be paid for the property. If such documentation is not obtainable, e.g., property heirs cannot be located after demonstrated due diligence, the Recipient may request a modification of this requirement from the Grants Officer.

G. Bonding

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the minimum bonding requirements are as follows:

- 1) A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual instruments as may be required within the time specified.
- 2) A performance bond on the part of the contractor for one hundred percent (100%) of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- 3) A payment bond on the part of the contractor for one hundred percent (100%) of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

H. Goals for Women and Minorities in Construction

Department of Labor regulations set forth in 41 CFR § 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of \$10,000. The Recipient and Subrecipient, as applicable, must comply with these regulations and must obtain compliance with 41 CFR § 60-4 from contractors and subcontractors employed in the completion of the project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 CFR § 60-4. The goal for participation of women in each trade area must be as follows:

- 1) From April 1, 1981, until further notice: 6.9 percent;
- 2) All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 CFR § 60-4.6, or any successor regulations, must hereafter be incorporated by reference into these Specific Award Conditions;
- 3) Goals for minority participation must be as prescribed by Appendix B-80, 45 FR 65984 (October 3, 1980), or subsequent publications. The Recipient must include the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 CFR 60-6.

I. Davis-Bacon Act and Related Acts

As applicable, the recipient and subrecipient must comply with the provisions of the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148); the Copeland “Anti-Kickback” Act (18 U.S.C. § 874 and 40 U.S.C. § 3145); and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), regarding labor standards for federally assisted construction sub-agreements (wage guarantees).

- 1) Davis-Bacon Act-related provisions are applicable if a project is classified as a “treatment works” as defined in 33 U.S.C § 1292; or for a construction project regardless of its classification if that project is receiving Federal assistance from another Federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. When required, prime construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to

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laborers and mechanics at a rate not less than the prevailing wages specific in a wage determination made by the Secretary of Labor. In addition, contracts must be required to pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor must be included in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The recipient or subrecipient, as applicable, must report all suspected or reported violations to the Council.

2) The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act, as supplemented by Department of Labor regulations (29 CFR part 3, “Contracts and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). This Act provides that the recipient, subrecipient, contractor, or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation or which he or she is otherwise entitled. The recipient or subrecipient, as applicable, must report all suspected or reported violations to the Council.

3) Finally, the Contract Work Hours and Safety Standards Act provides work hour standards for every laborer and mechanic employed by any contractor or subcontractor in the performance of a Federal public works project. All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Equipment Title and Use

In accordance with 2 CFR 200.313, title to equipment will vest in the Recipient, primary subrecipient or lower-tier subrecipient(s) upon acquisition, subject to the following conditions.

A. The Recipient or subrecipient(s) must use, manage and dispose of the equipment acquired under the award in accordance with 2 CFR 200.313.

B. Equipment must be used for the authorized purposes during the period of performance.

6.

Reporting on Equipment

A. The Recipient or subrecipient must complete a physical inventory of equipment purchased under the award at least every two years in accordance with 2 CFR 200.313. The Recipient will submit a copy of the said inventory to the Council Grants Office per the attached reporting schedule.

B. At the end of the period of performance, the Recipient must complete and submit form SF-428 or any equivalent or successor form to the Grants Office with the final performance and financial report for all equipment for which the value exceeds \$5,000.

7. Recording Council’s Federal Interest in Equipment

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A. In accordance with 2 CFR 200.316, for any individual piece of equipment for which the acquisition price exceeds the Simplified Acquisition Threshold (SAT), the Recipient will execute and record a statement of the Council's interest on the Financing Statement (Form UCC-1) or other appropriate form of public notice acceptable in form and substance to the Council for any piece of equipment for which the acquisition price exceeds the SAT, which statement must be placed in public records in accordance with State and local law, with continuances re-filed as appropriate throughout the estimated useful life.

B. The Recipient will provide the Grants Office with a written statement from a licensed attorney in the jurisdiction where the property is located certifying that the federal interest has been protected, as required under the award and in accordance with local law, along with a copy of the instrument reflecting the recordation of the federal interest.

If the recipient has reason to request a waiver for the UCC-1 filing and written statement from a licensed attorney, please contact the Council office with rationale.

8. Inspection and As-Built Drawings

The final five percent (5%) of the contract amount for construction costs will not be drawn down by the recipient or subrecipient until final approval of construction associated with that contract. The recipient or subrecipient will schedule a final inspection when all construction has been completed, the architect/engineer has conducted their inspection, and any deficiencies have been corrected. Representatives of the recipient or subrecipient, if applicable, the architect/engineer, the contractor(s), and the Council, if they so desire, will make the final inspection. The Council Program Officer must be given ten (10) business days advance notice of the final inspection so that their representative may participate.

The recipient must provide the Notice of Final Acceptance signed by the recipient or subrecipient, as applicable, and stamped/signed as-built drawings from the project engineer and Council staff must advise of their acceptance prior to the drawdown of the final five percent (5%) of construction contract funds. If required in a special award condition, the Electronic copy of the "Notice of Federal Interest" filed in the relevant real property records must also be provided prior to drawdown of these funds.

AWARD ATTACHMENTS

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL
RESOURCES

GNSSP25AL0063-01-
00

1. GNSSP25AL0063 Award Notes

AWARD NOTES

The following documents are incorporated in this award by reference:

- ☒ GULF COAST ECOSYSTEM RESTORATION COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (AUGUST 2015), available at www.restorethegulf.gov
- ☒ 2 CFR PART 200, OFFICE OF MANAGEMENT AND BUDGET GUIDANCE FOR FEDERAL FINANCIAL ASSISTANCE AS ADOPTED PURSUANT 2 CFR § 5900.101 (2024).

This award incorporates by reference and gives effect to the most recent data available in the GrantSolutions system for the following item:

- ☒ BUDGET NARRATIVE

This award incorporates by reference and gives effect to the most recent data available in the PIPER system for the following items:

- ☒ PROJECT NARRATIVE
- ☒ METRICS

GCERC Internal Financial Codes:

FY25 - CatB 6013 - Cost Pool-GCCSTAL000

CAM 1 - GCCGALLGOALS

CAM 2 - GCCOTHERWSXX

CAM 3 - GCCALLOBJECT

FUNDING AUTHORIZATION

Amount of Financial Assistance	Amount of Funding Restriction	Amount of Funding Added to Award	Amount Authorized for ASAP Account	Notes
\$2,287,500.00	\$2,096,981.00		\$190,518.00	The \$2,096,981 will be released when the Pre-Construction SAC is cleared.

SUBMISSION REQUIREMENTS FOR SPECIAL AWARD CONDITIONS

The following requirements are described in detail in the Special Award Conditions section of the award. Where indicated, the recipient must submit documentation or evidence to the Council to lift any applicable restrictions. In the event of any perceived inconsistency between this list and the Special Award Conditions, the Special Award Conditions are controlling.

SPECIAL AWARD CONDITION	SUBMISSION REQUIREMENT
Grant Project Performance and Financial Reporting	See Reporting Schedule in Award Notes.
Construction and Improvements to Real Property	
Estimated Useful Life and Federal Interest in Project Property	Recorded Notice of Federal Interest or Recorded Covenant of Purpose
Reporting on Real Property Acquired or Improved	Form SF-429
Pre-Construction Requirements	
Title to Real Property when project involves linear construction or improvements	Title and legal description of each tract. Real Property Certification
Engineering and Design Plans	Cover sheet of E&D plans that are stamped by a professional engineer
NOFI when acquisition is not required	Verification of recordation of NOFI and/or Covenant of Purpose
Environmental compliance requirements	Documentation of compliance with all environmental laws and regulations applicable to construction, completion and operation of project (e.g. applicable issued permits, ESA consultation documentation)
Floodplain requirements	Evidence that all applicable floodplain requirements have been met
Americans with Disabilities Act (ADA) Compliance	Certification that the recipient or subrecipient is in compliance with ADA requirements related to improvements to be constructed or operated under the project
Updated construction schedules and cost estimates	Construction schedule and estimates based on completed E&D plans
Administration, Operation and Maintenance	Certification of Administration, Operation and Maintenance Plan

Non-Federal Share Requirement	The predetermined percentage is the amount of the non-federal share provided under the subrecipient agreement \$11,460,000 divided by the subrecipient's total project cost \$13,556,981, or 84.53%. Must report on non-federal share expenditures throughout the period of performance.
Equipment Title and Use	Documentation of equipment disposition
Reporting on Equipment	SF-428
Recording Council's Federal Interest in Equipment	Financing Statement (Form UCC-1) or an equivalent form of public notice
Inspection and As-built drawings	10-Day Advanced Notice of Final Inspection Signed Notice of Final Acceptance Stamped and signed as-built drawings

REVISED REPORTING SCHEDULE

Reporting Task	Reporting Period	Task Due Date
Financial and Performance Reports	01/23/2025 to 12/31/2025	03/01/2026
Financial and Performance Reports	01/01/2026 to 12/31/2026	03/01/2027
Final Financial and Performance Reports	01/23/2025 to 10/31/2027	02/28/2028



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 25, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

None

REVIEWERS:

Lana Gauthier

Lana Gauthier



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 25, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

None

REVIEWERS:

Lana Gauthier

Lana Gauthier



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: February 25, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

None

REVIEWERS:

Lana Gauthier

Lana Gauthier