



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, March 18, 2025, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Pastor Tony Legear, Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

March 11, 2025

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of John McDill for a waiver of the Noise Ordinance at 166 Mobile Infirmary

Boulevard on April 12, 2025, from 8:00 a.m. - 12:00 p.m. (District 1).

Request of Ashley Muller for a waiver of the Noise Ordinance at 2401 Springhill Avenue on April 19, 2025, from 2:00 p.m. - 6:00 p.m. (District 1).

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

Request of Monica Peters for a waiver of the Noise Ordinance at 1305 Windsor Avenue on March 22, 2025, from 6:00 p.m. - 10:00 p.m. (District 3).

Request of Johnnie Robinson for a waiver of the Noise Ordinance at 4791 LeSure Road on March 28 & 29, 2025, from 4:00 p.m. - 2:00 a.m. (District 4).

Request of Bo Curtis for a waiver of the Noise Ordinance at Joe Bailey Park on April 12, 2025, from 11:00 a.m. - 1:00 p.m. (District 5).

Request of Ashlyn Black for a waiver of the Noise Ordinance at 4901 Zeigler Boulevard on August 31, 2025, from 2:00 p.m. - 6:00 p.m. (District 7).

10. PUBLIC HEARINGS

Public hearing to consider rezoning property located at 1400 Dauphin Island Parkway, 2007 Webb Avenue, and 2006 McVay Drive North from R-1 to B-2 (District 3).

Public hearing to consider rezoning property located at the southeast corner of Commerce Boulevard East and Commerce Boulevard South, extending to the southwest corner of Commerce Boulevard South and Commerce Boulevard West from B-5 and I-2 to R-1 (District 4).

Public hearing to consider the proposed modification of a previously approved Planning Approval for property located at 817 Downtowner Boulevard and 3725 Airport Boulevard (District 5).

Public hearing to consider the proposed modification of a previously approved Planned Unit Development for property located at 817 Downtowner Boulevard and 3725 Airport Boulevard (District 5).

Public hearing to consider the modification of a previously approved Planning Approval for property located at 951 Downtowner Boulevard and 3655 Marion Beckham Drive (District 5).

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

Public hearing to declare the structure at 2451 McArthur Street, f/k/a Avenue, a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 2202 Stevens Court a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 612 Bizzell Avenue a public nuisance and order it demolished (District 2).

Public hearing to declare at 625 Monday Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 3616 Kent Road a public nuisance and order it demolished (District 3).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Cory Hughes - concerns about citizens abusing 911/ambulance services as transportation.

Tracey Glover - comments about nuisance beaver control.

Reggie Hill - dangers of not defining Section 2-62 of City Code, continuously approving contracts under \$50k on first read, leaving Chapters 38 and 46 of City Code as is, acquiring 3rd party law firms to represent the City, preserving UDC, not having a plan to attack teen violence, passing FY26 budget before 2025 municipal election, and kudos to City Clerk's Office for digital scanning to preserve records.

12. ORDINANCES HELD OVER

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

13. CONSENT RESOLUTIONS HELD OVER

40-036 Declare the structure at 777 Welworth Street a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-038 Declare the structure at 1053 Bay Avenue a public nuisance and order it demolished (sponsored by Councilmember Small).

40-039 Declare the structure at 1101 Bay Avenue a public nuisance and order it demolished (sponsored by Councilmember Small).

40-041 Declare the structure at 2813 Longleaf Drive a public nuisance and order it demolished (sponsored by Councilmember Reynolds).

40-042 Declare the structure at 7010 Smith Street a public nuisance and order it demolished (sponsored by Councilmember Reynolds).

40-133 Declare the structure at 554 Hickory Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

14. CIP RESOLUTIONS HELD OVER

21-473 Authorize contract with Harris Contracting Services, Inc. for Mims Park Athletic restroom/concession; \$1,137,000.00 (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

15. RESOLUTIONS HELD OVER

01-462 Authorize amendment to Agreement with Four Moons, LLC for federal reporting software; increase NTE \$75,000.00 (sponsored by Mayor Stimpson) (submitted by James Roberts, Community and Housing Development).

01-463 Authorize Reimbursable Agreement with MAWSS for Dauphin Street, from Springhill Memorial Hospital to Sage Ave.; \$244,100.00; (sponsored by Councilmembers Penn, Daves, & Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering and Infrastructure).

08-466 Approve purchase order to Sunbelt Fire, Inc. for fire bunker gear and helmets for MFRD; \$67,655.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-470 Transfer funds from Facility Maintenance Capital Account to Capital Project Energy Efficiency and Conservation to match and support the FY24 Energy Efficiency and Conservations Block Grant; \$120,000.00 (sponsored by Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

16. ORDINANCES BEING INTRODUCED

64-008 Consider rezoning property located at 1400 Dauphin Island Parkway, 2007 Webb Avenue, and 2006 McVay Drive North from R-1 to B-2 (sponsored by Councilmember Small).

64-009 Consider rezoning property located at the southeast corner of Commerce Boulevard East and Commerce Boulevard South, extending to the southwest corner of Commerce Boulevard South and Commerce Boulevard West from B-5 and I-2 to R-1 (sponsored by Councilmember Reynolds).

64-010 Consider the proposed modification of a previously approved Planning Approval for property located at 817 Downtowner Boulevard and 3725 Airport Boulevard (sponsored by Councilmember Daves).

64-011 Consider the proposed modification of a previously approved Planned Unit Development for property located at 817 Downtowner Boulevard and 3725 Airport Boulevard (sponsored by Councilmember Daves).

64-012 Consider the modification of a previously approved Planning Approval for property located at 951 Downtowner Boulevard and 3655 Marion Beckham Drive (sponsored by Councilmember Daves).

64-013 Consider the modification of a previously approved Planned Unit Development for property located at 951 Downtowner Boulevard and 3655 Marion Beckham Drive (sponsored by Councilmember Daves).

17. CONSENT RESOLUTIONS BEING INTRODUCED

03-476 Concur in the appointment of Lori Myles to the AltaPointe Health System, Inc. Board (sponsored by City Council) (submitted by Lisa C. Lambert, City Clerk).

40-477 Declare the structure at 2451 McArthur Street, f/k/a Avenue, a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-478 Declare the structure at 2202 Stevens Court a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-479 Declare the structure at 612 Bizzell Avenue a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-480 Declare at 625 Monday Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-481 Declare the structure at 3616 Kent Road a public nuisance and order it demolished (sponsored by Councilmember Small).

60-482 Approve award of special bonus to the Firefighter of the Month; Merrell (sponsored by Mayor Stimpson) (submitted by Chief Johnny Morris, MFRD).

60-483 Approve award of special bonus to the Public Works Employee of the Month; Walker (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Public Works Dept.).

60-484 Determine an appropriation to Grace Place Community Development Corporation serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-485 Determine an appropriation to Kingdom Covenant Connections, Inc. serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-486 Determine an appropriation to Jack & Jill of America, Inc., Mobile Chapter, serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-487 Determine an appropriation to Florence Howard Elementary School serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

18. CIP RESOLUTIONS INTRODUCED

01-488 Authorize Agreement with Alabama Department of Transportation for upgrades to detection systems at traffic signals; \$783,320.80 (sponsored by Mayor Stimpson) (submitted by Jennifer White, Traffic Eng. Dept.).

08-489 Approve purchase order to Gametime for picnic table replacement parts for Parks & Rec. Dept.; \$24,016.32 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

19. RESOLUTIONS BEING INTRODUCED

01-490 Authorize Agreement to accept right-of-way deed when prepared for property located at 3661 Dauphin Street; \$198,000 plus closing costs (sponsored by Councilmembers Penn, Daves, & Gregory, and Mayor Stimpson) (submitted by Nick Amberger, Engineering and Infrastructure & Carleen Stout-Clark, REAM Dept.).

08-491 Approve purchase order to Ferno Washington, Inc. for ambulance cots for MFRD; \$33,753.98 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-492 Approve purchase order to forensic software provider for annual renewal and upgrade of forensic software license for Gulf Coast Technology Center; \$21,210.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-493 Approve purchase order to Gulf Coast Truck & Equipment Co., Inc. for fire pumper truck engine replacement; \$59,861.45 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-494 Approve purchase order to Stivers Ford Lincoln, Inc. for pickup truck for Building Services; \$48,629.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-495 Transfer funds from Capital Project Priority Proj/District 5 Capital G-TAPVOS.MATCHING to be used as a grant match for streetscapes in the Village of Springhill; \$23,500.00 (sponsored by Councilmember Daves and Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

25-496 Grant a permanent easement to Alabama Power for new underground service to Williamson High School (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by John Forrester, Engineering, and Carleen Stout-Clark, REAM Dept.).

60-497 Authorize Settlement Agreement and Release of Claims; Bell (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

20. CALL FOR PUBLIC HEARINGS

41-498 Call for public hearing to consider a vacation fee as a condition of the vacation of City right-of-way located on the west side of Knollwood Drive just north of Medical Park Drive (scheduled for April 15, 2025) (District 4).

21. 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: John McDill

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-435-4773 Cell Number: 251-388-6955

Organization (if applicable) Infirmiry Health

Mailing Address of Applicant 166 Mobile Infirmiry Blvd.

Telephone No. 251-435-2018 E-mail address John.McDill@InfirmiryHealth.org

Location or address of event where amplification will be used:

166 Mobile Infirmiry Blvd.

Date of Event: 4/12/2025 Starting Time: 8:00 AM Ending Time 12:00 pm

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

Type of Event: 5K Run & 1 Mile Fun Run

CITY CLERK'S OFFICE

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org

MOBILE, AL

WE, MAR 12, PM 2:22 RCVD

21



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: Ashley Muller
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251.895.8581 Cell Number: 251.895.8581

Organization (if applicable) _____

Mailing Address of Applicant 2401 Spring Hill Ave Mobile, AL 36607

Telephone No. 251.895.8581 E-mail address nicolemgm2006@yahoo

Location or address of event where amplification will be used:

2401 Spring Hill Ave Mobile, AL 36607

Date of Event: 04/19/25 Starting Time: 2pm Ending Time: 6pm

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

Type of Event: Anniversary Party

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org

2025 MAR 13 AM 10:19
RECEIVED

21



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: 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? ☒ YES ☐ NO

CITY CLERK'S OFFICE

MOBILE, AL

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

MO, MAR 10, AM 11:42 RCU



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: Monica Peters

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-358-9916 Cell Number: 251-358-9916

Organization (if applicable) N/A

Mailing Address of Applicant 1305 Windsor Ave

Telephone No. 251-358-9916 E-mail address LatanzaLott@gmail.com

Location or address of event where amplification will be used:

Date of Event: 03/22/2025 Starting Time: 06:00 PM Ending Time 10:00 PM

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

Type of Event: Birthday Party

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

CITY CLERK'S OFFICE

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

MOBILE, AL

FR, MAR 7, PM12:53 RCVD



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: JOHNNIE L ROBINSON

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-377-3919 Cell Number: 251-377-3919

Organization (if applicable) BLUES N DA BOTTOM

Mailing Address of Applicant PO BOX 1201 THEODORE, AL 36590

Telephone No. 251-377-3919 E-mail address TTOWNSTABLES69@YAHOO.COM

Location or address of event where amplification will be used:

4791 LESURE RD. THEODORE, AL 36582

Date of Event: 03/28/2025 & 03/29/2025 Starting Time: 4:00P.M. Ending Time 2:00A.M.

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

Type of Event: FAMILY EVENT

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

CITY CLERK'S OFFICE

MOBILE, AL

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

TH, MAR 6, PM4:42 RCVD

DL



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: Bo Curtis

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 225-223-3839

Organization (if applicable) Bethany Church of Mobile

Mailing Address of Applicant 10877 Reiger Rd, Baton Rouge, La 70809

Telephone No. 225-774-1700 E-mail address john.gill@bethany.com

Location or address of event where amplification will be used:

Joe Bailey Park

Date of Event: 04/12/25 Starting Time: 11:00am Ending Time 1:00pm

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

Type of Event: Community Easter Egg Hunt

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

CITY CLERK'S OFFICE

MOBILE, AL

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

WE, MAR 12, PM4:34 RCVD

25

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 a.m. 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: Ashlyn Black
PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: 251-490-0376

Organization (if applicable) N/A

Mailing Address of Applicant 9661 Old Abilene Ct. S Mobile, AL 36695

Telephone No. 251-490-0376 E-mail address ashlyn.black@cityofmobile.org

Location or address of event where amplification will be used:

4901 Zeigler Blvd Mobile, AL 36608

Date of Event: 8/31/2025 Starting Time: 2PM Ending Time 6PM
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Family Gathering

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

Music containing obscene language or profanity is prohibited

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

CITY CLERK'S OFFICE
MOBILE, AL

TU, MAR 11, PM 4:04 RCVD

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at the Southeast Corner of Commerce Boulevard East and
Commerce Boulevard South, extending to the Southwest Corner
of Commerce Boulevard South and Commerce Boulevard West

Pursuant to Resolution of the Mobile, Alabama City Council adopted **February 11, 2025**, a public hearing will be held on the **18th** day of **March**, 2025, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at the southeast corner of Commerce Boulevard East and Commerce Boulevard South, extending to the southwest corner of Commerce Boulevard South and Commerce Boulevard West from B-5, Office Distribution District, and I-2, Heavy Industry District, to 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 zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

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

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

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

BEGINNING AT THE NORTHEAST CORNER OF LOT 6, TODD ACRES INDUSTRIAL PARK, AS RECORDED IN INSTRUMENT NO. 2024071039, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; RUN SOUTH 00°-24'-25" EAST AND ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 116.3 FEET TO A POINT ON THE WESTERN LINE OF RABBIT CREEK, SAID POINT HEREINAFTER REFERRED TO AS POINT A; THENCE SOUTHWARDLY AND EASTWARDLY ALONG THE MEANDERS OF SAID BANK, 994.00 FEET, MORE OR LESS, TO A POINT ON SAID WESTERN BANK, SAID POINT HEREINAFTER REFERRED TO AS POINT B (MATHEMATICAL TIE FROM POINT A TO POINT B BEARS SOUTH 00°-11'-06" EAST, 942.14 FEET); THENCE CONTINUE SOUTH 00°-24'-25" EAST AND ALONG THE EAST LINE OF SAID LOT 6 AND A PROJECTION THEREOF, 1144.75 FEET TO A POINT ON THE NORTHERN LINE OF RABBIT CREEK, SAID POINT HEREINAFTER REFERRED TO AS POINT C; THENCE SOUTHWARDLY AND WESTWARDLY

ALONG THE MEANDERS OF SAID NORTH LINE, 1416.00 FEET, MORE OR LESS, TO A POINT ON SAID NORTH LINE, SAID POINT HEREINAFTER REFERRED TO AS POINT D (MATHEMATICAL TIE FROM POINT C TO POINT D BEARS SOUTH 66°-47'-16" EAST, 782.88 FEET); THENCE NORTH 00°-00'-00" EAST, 2031.20 FEET; THENCE NORTH 08°-22'-29" WEST, 435.67 FEET; THENCE NORTH 81°-37'-31" EAST, 100.00 FEET TO THE PC OF A 732.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWARDLY AND WESTWARDLY ALONG THE ARC OF SAID CURVE (CHORD BEARS NORTH 09°-34'-38" WEST, 29.29 FEET), A DISTANCE OF 29.29 FEET; THENCE NORTH 89°-27'-56" EAST, 674.76 FEET TO THE POINT OF BEGINNING. SAID PROPERTY CONTAINS 37.73 ACRES, MORE OR LESS.

The classification of said property is hereby changed from B-5, Office Distribution District, and I-2, Heavy Industry District, to R-1, Single-Family Residential Suburban District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in an R-1, Single-Family Residential Suburban District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a R-1, Single-Family Residential Suburban District until all of the conditions set forth below have been complied with: 1. Completion of the Rezoning process prior to signing the Final Plat for the proposed subdivision; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry and Fire Department comments noted in the staff report; and 3. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below 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 City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 18th day of March, 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 Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 19th day of February, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at the Southeast corner of Commerce Boulevard East and Commerce Boulevard South, extending to the Southwest corner of Commerce Boulevard South and Commerce Boulevard West.

The proposed amendment to the Unified Development Code changes the classification of the subject property from **B-5, Office Distribution District**, and **I-2, Heavy Industry District**, to **R-1, Single-Family Residential Suburban District**. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **R-1** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **R-1** districts until the following conditions have been complied with: **1. Completion of the Rezoning process prior to signing the Final Plat for the proposed subdivision; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry and Fire Department comments noted in the staff report; and 3. Full compliance with all municipal codes and ordinances.**

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

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

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

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

BEGINNING AT THE NORTHEAST CORNER OF LOT 6, TODD ACRES INDUSTRIAL PARK, AS RECORDED IN INSTRUMENT NO. 2024071039, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; RUN SOUTH 00°-24'-25" EAST AND ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 116.3 FEET TO A POINT ON THE WESTERN LINE OF RABBIT CREEK, SAID POINT HEREINAFTER REFERRED TO AS POINT A; THENCE SOUTHWARDLY AND EASTWARDLY ALONG THE MEANDERS OF SAID BANK, 994.00 FEET, MORE OR LESS, TO A POINT ON SAID WESTERN BANK, SAID POINT HEREINAFTER REFERRED TO AS POINT B (MATHEMATICAL TIE FROM POINT A TO POINT B BEARS SOUTH 00°-11'-06" EAST, 942.14 FEET); THENCE CONTINUE SOUTH 00°-24'-25" EAST AND ALONG THE EAST LINE OF SAID LOT 6 AND A PROJECTION THEREOF, 1144.75 FEET TO A POINT ON THE NORTHERN LINE OF RABBIT CREEK, SAID POINT HEREINAFTER REFERRED TO AS POINT C; THENCE SOUTHWARDLY AND WESTWARDLY ALONG THE MEANDERS OF SAID NORTH LINE, 1416.00 FEET, MORE OR LESS, TO A POINT ON SAID NORTH LINE, SAID POINT HEREINAFTER REFERRED TO AS POINT D (MATHEMATICAL TIE FROM POINT C TO POINT D BEARS SOUTH 66°-47'-16" EAST, 782.88 FEET); THENCE NORTH 00°-00'-00" EAST, 2031.20 FEET; THENCE NORTH 08°-22'-29" WEST, 435.67 FEET; THENCE NORTH 81°-37'-31" EAST, 100.00 FEET TO THE PC OF A 732.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWARDLY AND WESTWARDLY ALONG THE ARC OF SAID CURVE (CHORD BEARS NORTH 09°-34'-38" WEST, 29.29 FEET), A DISTANCE OF 29.29 FEET; THENCE NORTH 89°-27'-56" EAST, 674.76 FEET TO THE POINT OF BEGINNING. SAID PROPERTY CONTAINS 37.73 ACRES, MORE OR LESS.

The classification of said property is hereby changed from B-5, Office Distribution District, and I-2, Heavy Industry District, to R-1, Single-Family Residential Suburban District, and it shall hereafter be lawful to construct on such property any structures

permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in an **R-1, Single-Family Residential Suburban District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **R-1, Single-Family Residential Suburban District** until all of the conditions set forth below have been complied with: **1. Completion of the Rezoning process prior to signing the Final Plat for the proposed subdivision; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry and Fire Department comments noted in the staff report; and 3. Full compliance with all municipal codes and ordinances.**

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

Adopted:

Lisa Lambert, City Clerk

Charles D. Tisher, Jr., P.E.

Clark Geer Latham & Associates

**Southeast corner of Commerce Boulevard East and Commerce Boulevard South,
extending to the Southwest corner of Commerce Boulevard South and Commerce
Boulevard West**

Council District 4

Ben Reynolds



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

January 13, 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 **Charles D. Tisher, Jr., P.E., Clark Geer Latham & Associates** for a change in zoning from **B-5, Office Distribution District, and I-2, Heavy Industry District, to R-1, Single-Family Residential Suburban District** for the property located at the **Southwest corner of Commerce Boulevard East and Commerce Boulevard South, extending to the Southwest corner of Commerce Boulevard South and Commerce Boulevard West.**

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

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

dla
Attachments

T. E. Latham, P.E., President
T. B. Clark, P.E., Exec. V. Pres.
E. J. Adams, P.E., V. Pres.
L. G. Snapp, AIA, LEED AP, V. Pres.,
K. S. Bowman, Dir

J. M. Clark, P.E., (1931 - 2016)
V. R. Geer, Jr., P.E. (1916 - 1994)

D. S. Carrier, P.L.S.
D. A. Benton, P.E.
C. D. Tisher Jr., P.E.
M. E. Reid, AIA
L. S. Rice, RA

Rezoning Statement

We request to rezone lots B proposed Resubdivision of Lots 5 and 6 Todd Acres Industrial Park Subdivision. Currently there is a mix of I-2 and B-5 zoning on these parcels. We are requesting to down zone Lot B to R-1. There was a mistake in the original subdivision and the new Lot B fixes that. The proposed lot borders Rabbit Creek and rezoning to R-1 is consistent with other similar properties right on Rabbit Creek. There are no current plans for this site but the intent is for it to be single family lots in the future.



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

REVISED

LETTER OF DECISION
January 10, 2025

Charles D. Tisher Jr., PE
Clark Geer Latham & Associates
3901 Springhill Avenue
Mobile, Alabama 36608

Re: Southeast corner of Commerce Boulevard East and Commerce Boulevard South, extending to the Southwest corner of Commerce Boulevard South and Commerce Boulevard West
ZON-UDC-003154-2024
Resubdivision of Lots 5 & 6, Todd Acres Industrial Park Subdivision
Charles D. Tisher, Jr., P.E., Clark Geer Latham & Associates
District 4
Rezoning from Office Distribution District (B-5) and Heavy Industry District (I-2), to Single-Family Residential Suburban District (R-1).

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 criteria prevail to support rezoning of the property to R-1, Single-Family Residential Suburban District:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
- B) Mistake. There was a mistake or error in the original zoning map; and
- C) Compatibility. The proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Would not adversely impact neighboring properties; or
 - (4) Cause a loss in property values.
- D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
- F) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
- G) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

ZON-UDC-003154-2024 Southeast corner of Commerce Boulevard East and Commerce Boulevard South,
extending to the Southwest corner of Commerce Boulevard South and Commerce Boulevard West
January 10, 2025

As such, the Planning Commission voted to recommend approval of rezoning the property to R-1, Single-Family Residential Suburban District, subject to the following conditions:

1. Completion of the Rezoning process prior to signing the Final Plat for the proposed subdivision;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
3. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **\$396.34**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:



Stephen Guthrie

Deputy Director of Planning and Zoning

REAL ESTATE VALIDATION FORM

The following information is provided pursuant to Alabama Code §40-22-1, and is verified by the signature of Grantor below:

Grantor's Name:	The Industrial Park Board of Mobile County	Grantee's Name	Scannell Properties #727, LLC
Mailing Address:	451 Government Street	Mailing Address:	8801 River Crossing Boulevard Suite 300
	Mobile, Alabama 36602		Indianapolis, Indiana 46240
Property Address:	Vacant Land - see legal description	Date of Sale:	October 15, 2024
		Purchase Price:	\$1,633,000.00

PREPARED BY AND AFTER RECORDING, RETURN TO:

Scannell Properties #727, LLC
Attn: Courtney Kanzinger
8801 River Crossing Boulevard
Suite 300
Indianapolis, IN 46240
Tele: (317) 843-5959

STATE OF ALABAMA
COUNTY OF MOBILE

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that THE INDUSTRIAL PARK BOARD OF MOBILE COUNTY, a public corporation under the laws of the State of Alabama, the Grantor, for and in consideration of the sum of ONE MILLION SIX HUNDRED THIRTY-THREE THOUSAND AND 00/100 DOLLARS (\$1,633,000.00) and other good and valuable consideration hereby acknowledged to have been paid to the said Grantor by SCANNELL PROPERTIES #727, LLC, an Indiana limited liability company, the Grantee, does hereby GRANT, BARGAIN, SELL and CONVEY unto the said Grantee and its successors and assigns, subject to the Permitted Exceptions set forth in Exhibit A attached hereto and incorporated herein, the following described real property in the County of Mobile, State of

Alabama (the "Real Property"):

PARCEL (A)

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 37, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN NORTH 00 DEGREES 27 MINUTES 28 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 37, A DISTANCE OF 641.77 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF TODD ACRES DRIVE (80 FOOT RIGHT OF WAY); THENCE ALONG SAID SOUTH RIGHT OF WAY LINE AS FOLLOWS: SOUTH 88 DEGREES 14 MINUTES 12 SECONDS EAST 282.07 FEET TO A POINT OF INTERSECTION, NORTH 89 DEGREES 24 MINUTES 20 SECONDS EAST 1795.80 FEET TO THE P.C. OF A 781.94 FOOT RADIUS CURVE TO THE LEFT, NORTHEASTWARDLY ALONG THE ARC OF SAID CURVE 490.26 FEET TO A POINT, SOUTH 82 DEGREES 43 MINUTES 39 SECONDS EAST 207.57 FEET, NORTH 53 DEGREES 30 MINUTES 52 SECONDS EAST 470.3 FEET, SOUTH 72 DEGREES 48 MINUTES 25 SECONDS EAST 122.38 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF RANGE LINE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE AS FOLLOWS: SOUTH 35 DEGREES 19 MINUTES 53 SECONDS EAST 170.15 FEET, SOUTH 30 DEGREES 16 MINUTES 38 SECONDS EAST 1014.70 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID SECTION 37; THENCE SOUTH 89 DEGREES 53 MINUTES 30 SECONDS WEST ALONG SAID SOUTH LINE 3840.64 FEET TO THE POINT OF BEGINNING. CONTAINING 59.506 ACRES, MORE OR LESS;

PARCEL (B)

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 37, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN NORTH 89 DEG.- 53' 30" EAST 2,682.09 FEET TO THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 2 WEST; THENCE SOUTH 00 DEG. 31'-44" EAST 1,205 FEET, MORE OR LESS, TO A POINT ON THE WEST MARGIN OF RABBIT CREEK; SAID POINT BEING DESIGNATED AS "POINT A"; THENCE SOUTHWARDLY ALONG THE MEANDERS OF THE WEST MARGIN OF SAID RABBIT CREEK 1,106 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF SAID SECTION 35, SAID POINT BEARS SOUTH 00 DEG. 31'-44" EAST FROM "POINT A"; THENCE CONTINUE ALONG SAID EAST LINE SOUTH 00 DEG. 31'-44" EAST 982 FEET, MORE OR LESS, TO A POINT THAT IS 3,210.38 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 35; THENCE SOUTH 89 DEG. 53' 30" WEST 3,288.55 FEET; THENCE NORTH 00 DEG. 24' 49" WEST 3,208.98 FEET TO A POINT ON THE SOUTH LINE OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 2 WEST; THENCE NORTH 89 DEG. 45' 40" EAST ALONG SAID

SOUTH LINE 600.0 FEET TO THE POINT OF BEGINNING;

LESS AND EXCEPT ANY PORTION OF THE ABOVE-DESCRIBED PROPERTY LYING WITHIN THE MOBILE COMMERCE PARK SUBDIVISION, PHASE I, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 46, PAGE 42 AND MOBILE COMMERCE PARK SUBDIVISION, PHASE II, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 62, PAGE 72 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

TOGETHER WITH all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining.; TO HAVE AND TO HOLD the same unto the said Grantee, in fee simple, and to its successors and assigns, FOREVER.

Grantor does hereby covenant and agree that except for the Permitted Exceptions, it shall forever warrant and defend unto Grantee, its successors and assigns, the right and title of the Property against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise.

{rest of page intentionally left blank; signature appears on following page}

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed and delivered effective as of the 15th day of October, 2024 though actually executed on the date shown in the notary acknowledgement below.

**THE INDUSTRIAL PARK BOARD OF MOBILE
COUNTY**

By: Melissa C. Morrisette
Melissa Morrisette
As its Secretary and Treasurer

STATE OF ALABAMA)
) SS:
COUNTY OF MOBILE)

I, the undersigned Notary Public in and for said County and State, hereby certify that Melissa Morrisette, whose name as Secretary and Treasurer of THE INDUSTRIAL PARK BOARD OF MOBILE COUNTY, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of said document, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Witness my hand and Notarial Seal this 8th day of October, 2024.

Odetta Woods Stutts
Notary Public
My Commission Expires: March 2, 2026

GRANTOR'S ADDRESS:
The Industrial Park Board of Mobile County
c/o Mobile Chamber of Commerce
451 Government St.
Mobile, AL 36602
Attn: David Rodgers

GRANTEE'S ADDRESS:
Scannell Properties #727, LLC
8801 River Crossing Boulevard, Suite 300
Indianapolis, IN 46240

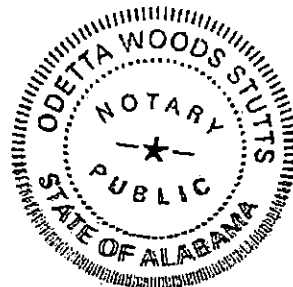


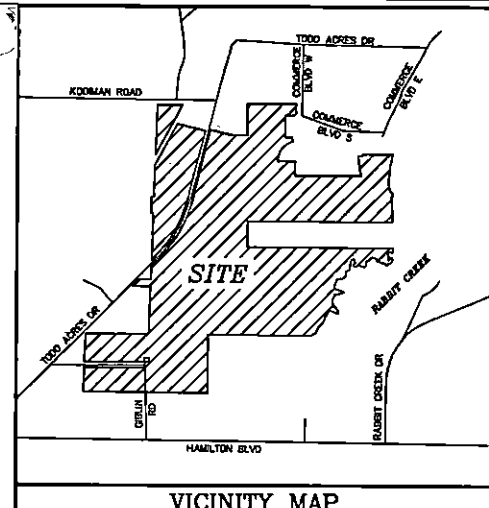
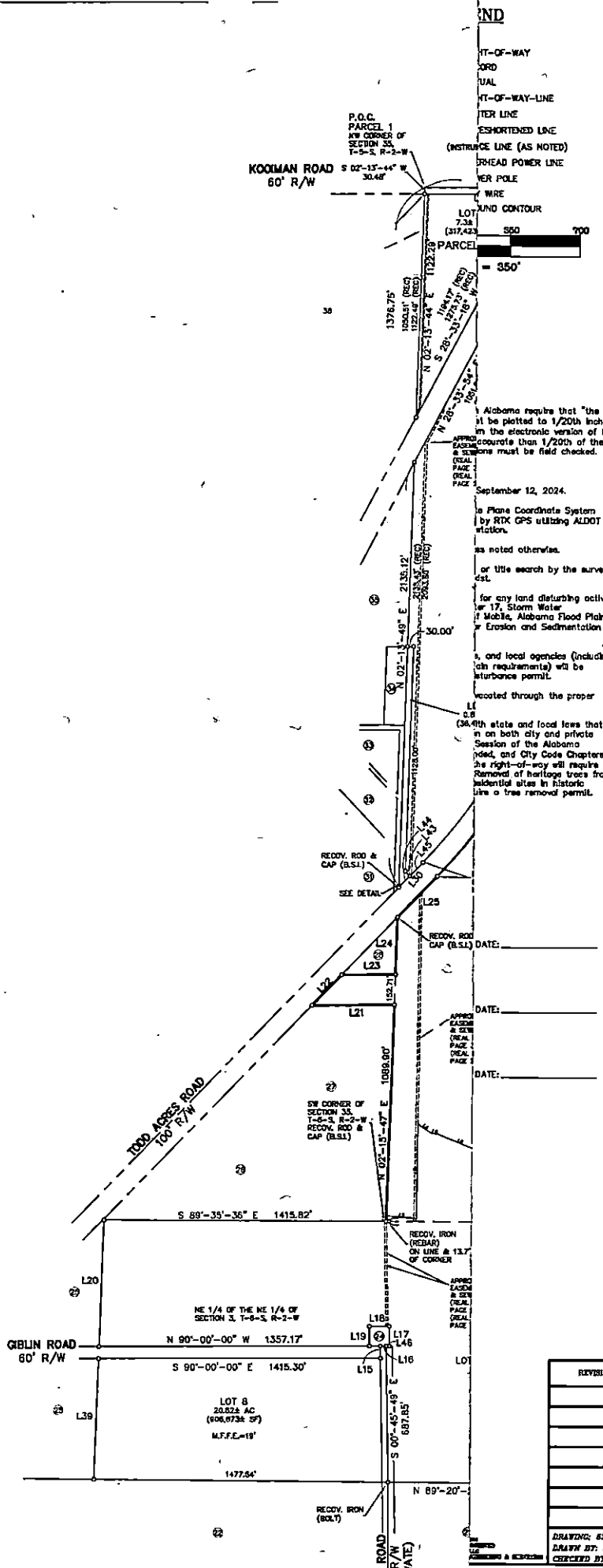
EXHIBIT A

1. Taxes and assessments for the year 2024 and subsequent years, not yet due and payable.
2. Any encroachment, encumbrances, violations, variations, or adverse circumstance affecting title to the Real Property that would be disclosed by an accurate and complete land survey of the Real Property.
3. Oil, gas and mineral reservation as contained in deed recorded in Real Property Book 3399, Page 172 and Real Property Book 3506, Page 631.
4. Easement granted to Board of Water & Sewer Commissions as contained in instrument recorded in Real Property Book 1488, Page 166.
5. Oil, gas and mineral rights as reserved in deed recorded in Real Property Book 3175, Page 313.
6. Oil, gas and mineral rights as reserved in deed recorded in Real Property Book 3186, Page 45.
7. Oil, gas and mineral rights as reserved in deed recorded in Real Property Book 3399, Page 168.
8. Title to any portion of the land below the normal high water level and rights of the public and others entitled thereto in and to the use of that portion of the described premises within the bounds of Rabbit Creek and Whiskey Branch.
9. Any adverse claim based on the assumption that (1) said land or any part thereof is now or at any time has been below the ordinary high water mark of Rabbit Creek and Whiskey Branch; (2) some portion of the land has been created by artificial means or has accreted to such artificially created portion; or (3) some portion of the land has attached to the land by an avulsive movement of Rabbit Creek and Whiskey Branch.
10. The rights, if any, of the public to use as a public beach or recreation area any part of the land lying between the Rabbit Creek and Whiskey Branch abutting the property and the natural line of vegetation, the bulkhead line, the most extreme high water line or any other legally established boundary line separating the publicly used area from the upland private area.
11. Any claims to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights expedited in (a) or (b) appear in the Public Records.

{Exhibit A continues on following page}

12. Right of Way granted to Alabama Power Company as contained in instrument recorded in Deed Book 577, Page 185.
13. Right of Way granted to Alabama Power Company as contained in instrument recorded in Deed Book 577, Page 188.
14. Right of Way granted to Alabama Power Company as contained in instrument recorded in Deed Book 577, Page 191.
15. Easement Deeds by Court Order as contained in instruments recorded in . Real Property Book 6862, Page 774; Real Property Book 6864, Page 501; Real Property Book 6870, Page 1070 and Real Property Book 6880, Page 249.

{End of Exhibit A}



- 11.) 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.
- 12.) No structure shall be constructed or placed within any easement without the permission of the easement holder.
- 13.) All existing and proposed detention facilities and common areas shall be the responsibility of the property owner(s), and not the responsibility of the City of Mobile.
- 14.) Sidewalk is required to be constructed, and/or repaired, along the frontage of each lot or parcel at time of new development or construction, unless a sidewalk waiver is approved.
- 15.) As shown on the 1984 aerial photo Lots 1-8 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control as follows:
Lot 5-None, Lot 6-None.
- 16.) 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.
- 17.) A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.

LEGAL DESCRIPTION

STATE OF ALABAMA)
COUNTY OF MOBILE)
Lots 5 & 6 Todd Acres Industrial Park, as recorded in Instrument No. 2024071033, Probate Court Records, Mobile County, Alabama.

I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

This is to state that I have consulted the Federal Insurance Administration Flood Hazard Boundary Map No. 0109700658 L, 0109700659 L, 0109700660 L & 0109700667 L, and dated June 05, 2020, and found that the above described property now is located in Flood Hazard Areas "X-Unshaded", "X-Shaded", "AE" (EL 11) and "AE" as determined by graphic scaling.

Cecil T. Hudson, PLS
Alabama Licensed Professional
Land Surveyor No. 29983-S
Prints not valid unless
they bear an original seal

Date: _____

REVISIONS:		RESUBDIVISION OF LOTS 5 & 6 TODD ACRES INDUSTRIAL PARK	
		ROWE ENGINEERING & SURVEYING CONSULTING ENGINEERS	
3608 LAUGHLIN DR • SUITE B • MOBILE, AL 36688 PHONE 251-686-8788 • FAX 251-686-1040		DATE: 08/16/24 SCALE: 1" = 350'	
DRAWING: 870693-DL.dwg DRAWN BY: SKD CHECKED BY: CTH		JOB: 8822 FIR: 2030/84-08 FAX: 251-686-8788	
SHEET NO. 1 OF 2		DATE: 08/16/24	

**Application Submission
Contact Information**

Name of Project Resubdivision of Lots 5 and 6 Todd Acres Industrial Park
Address 6137 Todd Acres Dr.

Owner Scannell Properties #775 LLC
Address 8801 River Crossing Blvd. Ste 300 Indianapolis IN Zip Code 46240
Phone 3179795841 Fax _____ Email courtneyk@scannellproperties.com

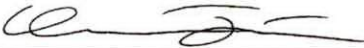
Authorized Agent Charles Tisher, PE
Address 3901 Springhill Ave Zip Code 36608
Phone 251-344-7073 Fax _____ Email ctisher@cglengineers.com

Contractor _____
Address _____ Zip Code _____
Phone _____ Fax _____ Email _____

Civil Engineer _____
Address _____ Zip Code _____
Phone _____ Fax _____ Email _____

Architect _____
Address _____ Zip Code _____
Phone _____ Fax _____ Email _____

Submitted by:



Signature

11-18-24

Date

Charles Tisher

Print

authorized agent

Affiliation to project/Organization

Owner Letter of Authorization

November 18, 2024

City of Mobile
Urban Development Department
Planning Section
P.O. Box 1827
Mobile, AL 36633

RE: Todd Acres Parcels
Parcel ID Number: 3307353000001.000

To Whom it May Concern:

I, Marc D. Pfleging, in my capacity as the Manager of SCANNELL PROPERTIES #727, LLC, the owner of the above-referenced property, hereby grant to Charles Tisher and Clark, Geer, Latham, and Associates the right to act as an agent on behalf of said owner concerning any and all applications to the City of Mobile Planning Commission for all relevant subdivision and rezoning applications regarding the above-referenced property. This authorization shall continue until revoked by me in writing.

Sincerely,


Marc D. Pfleging, Manager
SCANNELL PROPERTIES #727, LLC



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:	Charles D. Tisher Jr., PE	Charles D. Tisher Jr., PE
Firm:	Clark Geer Latham & Associates	Clark Geer Latham & Associates
Phone:	251-344-7073	251-344-7073
Email:	ctisher@cglengineers.com	ctisher@cglengineers.com
Address:	3901 Springhill Ave Mobile, AL 36608	3901 Springhill Ave Mobile, AL 36608

	Owner	Design Professional
Name:	Scannell Properties #727 LLC	Cecil "Zeke" Hudson, PLS
Firm:	Scannell Properties	Rowe Engineering and Surveying
Phone:	317-979-5841	251-666-2766
Email:	courtneyk@scannellproperties.com	zeke@roweengineering.com
Address:	8801 River Crossing Blvd Ste. 300 Indianapolis, IN 46240	3502 Laughlin Dr. Ste. B Mobile, AL 36693

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

6137 Todd Acres Dr.

37.73

Property Address

Property Area (acres or square feet)

01138959, 02116301

Parcel Number(s) or Key Number(s)

I-2, B-5

R-1

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.

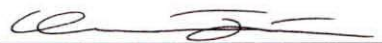
Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

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.

Owner Signature

Date



11-18-24

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.



11-18-24

Applicant or Agent Signature

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).

The subject property is Currently Industrial and Split Zoned I-2 and B-5. The subject property borders a suburban neighborhood district. For this property along Rabbit Creek, Downzoning to R-1 is a better fit for the site and aligns with a suburban neighborhood.

Low Density Residential

Future Land Use Map (FLUM) Designation

R-1

Requested Zoning

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

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

This zoning allows for better protection along Rabbit Creek and Better fits with a Low Density Residential Area.

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

The property directly west and including portion of the subject site has been zoned I-2. Rezoning this to R-1 allows for better protection along rabbit creek and ensures industrial uses will not be permitted on this property. The desire is for this area in the future to be single family residential lots.

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

1. Describe the current development trends in the area of the property.
Much of the property directly west of this will be developed into a warehouse park. An industrial park already exists to the north of the subject property.

2. Describe the surrounding land uses.
The surrounding Land uses are I-2, B-5, R-1 and R-A. of note most of the property along Rabbit creek is Zoned R-1 or R-A. It is the desire of the owner to make the property along Rabbit Creek R-1 for future Single Family Residential Lots.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
This down zoning should not have any adverse impacts on Neighboring properties. This allows the Subject property to align more with the zoning for similar properties on Rabbit Creek.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
The lots are currently undeveloped. In order for residential Lots to be developed in the area access and utilities will have to be brought in. There are adequate utilities nearby and right of way access is available.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
This allows for the subject property to align more with the zoning for similar properties on Rabbit Creek. This will ensure that this subject property is not used for industrial purposes in the future and will help to further protect Rabbit creek by providing a buffer between the creek and the warehouse development to the west.

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

ND

T-OF-WAY

ORD

UAL

T-OF-WAY-LINE

TER LINE

SHORTENED LINE

CE LINE (AS NOTED)

HEAD POWER LINE

ER POLE

WIRE

LUND CONTOUR

PARC

= 350'

(317)

1122.23

N 03°-13'-44" E

1378.75'

1500.41' (REC)

132.46' (REC)

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

KOOKMAN ROAD
60' R/WP.O.C.
PARCEL 1
NW CORNER OF
SECTION 33,
T-5-S, R-2-WS 02°-13'-44" W
30.48'

1378.75'

1500.41' (REC)

132.46' (REC)

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

N 03°-13'-44" E

1122.23'

Alabama require that "the
be plotted to 1/20th inch of
the electronic version of this
accurate than 1/20th of the
one must be field checked.

September 12, 2024.

Plane Coordinate System

by RTK GPS utilizing ALDOT

station.

is noted otherwise.

or this search by the surveyor.

for any land disturbing activity

or 17, Storm Water

Mobile, Alabama Flood Plain

Erosion and Sedimentation

and local agencies (including

on requirements) will be

disturbance permit.

located through the proper

in state and local laws that

on both city and private

Session of the Alabama

led, and City Code Chapter

he right-of-way will require

removal of heritage trees from

residential sites in historic

are a tree removal permit.

RECOV. ROD &

CAP (B.S.S.)

SEE DETAIL

RECOV. RE

CAP (B.S.S.)

DATE:

DATE:

DATE:

DATE:

DATE:

DATE:

DATE:

DATE:

DATE:

DATE:

DATE:

DATE:

DATE:

DATE:

DATE:

DATE:

DATE:

DATE:

DATE:

DATE:

DATE:

DATE:

DATE:

DATE:

DATE:

DATE:

DATE:

DATE:

DATE:

DATE:

DATE:

DATE:

DATE:

DATE:

DATE:

DATE:

DATE:

S 89°-35'-36" E

1415.62'

S 89°-35'-36" E

1415.62'

S 89°-35'-36" E

1415.62'

S 89°-35'-36" E

1415.62'

S 89°-35'-36" E

1415.62'

S 89°-35'-36" E

1415.62'

S 89°-35'-36" E

1415.62'

S 89°-35'-36" E

1415.62'

S 89°-35'-36" E

1415.62'

S 89°-35'-36" E

1415.62'

S 89°-35'-36" E

1415.62'

S 89°-35'-36" E

1415.62'

S 89°-35'-36" E

1415.62'

S 89°-35'-36" E

1415.62'

GIBLIN ROAD

60' R/W

N 90°-00'-00" W

1357.17'

S 90°-00'-00" E

1415.30'

S 90°-00'-00" E

1415.30'

S 90°-00'-00" E

1415.30'

S 90°-00'-00" E

1415.30'

S 90°-00'-00" E

1415.30'

S 90°-00'-00" E

1415.30'

RECOV. IRON

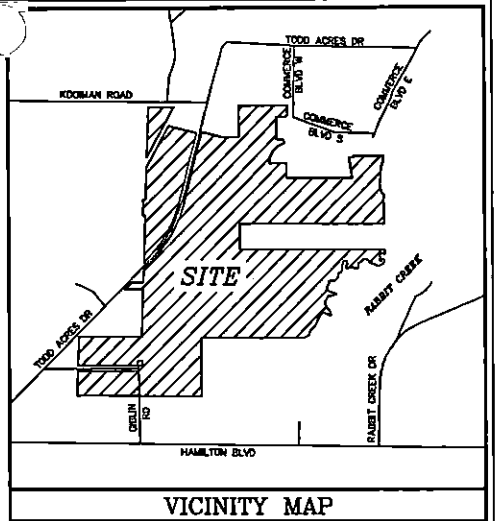
(BOLT)

DATE:

DATE:

DATE:

DATE:



- 11.) 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 500' of sprinklered commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.
- 12.) No structure shall be constructed or placed within any easement without the permission of the easement holder.
- 13.) All existing and proposed detention facilities and common areas shall be the responsibility of the property owner(s), and not the responsibility of the City of Mobile.
- 14.) Sidewalk is required to be constructed, and/or repaired, along the frontage of each lot or parcel at time of new development or construction, unless a sidewalk waiver is approved.
- 15.) As shown on the 1984 aerial photo Lots 1-6 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control as follows:
Lot 5-None, Lot 6-None.
- 16.) 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.
- 17.) A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.

LEGAL DESCRIPTION

STATE OF ALABAMA)

COUNTY OF MOBILE)

Lots 5 & 6 Todd Acres Industrial Park, as recorded in Instrument

No.2024071039, Probate Court Records, Mobile County, Alabama.

I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

This is to state that I have consulted the Federal Insurance Administration Flood Hazard Boundary Map No.s 01097C0658 L, 01097C0659 L, 01097C0660 L & 01097C0667 L and dated June 05, 2020, and found that the above described property now is located in Flood Hazard Areas "X-Unshaded", "X-Shaded", "AE" (EL 11) and "AE" as determined by graphic scaling.

Date: 11/15/2024

Cecil T. Hudson, PLS
Alabama Licensed Professional
Land Surveyor No. 29983-S
Prints not valid unless
they bear an original seal

REVISIONS:		RESUBDIVISION OF LOTS 5 & 6 TODD ACRES INDUSTRIAL PARK		
		ROWE ENGINEERING & SURVEYING CONSULTING ENGINEERS 3508 LAUREN DR • SUITE B • MOBILE, AL 36683 PHONE 251-886-2768 • FAX 251-886-1040		
DRAWING: 68085-BL.dwg	JOB: GREEN	PLAT DATE:	SCALE:	SHEET NO.
DRAWN BY: SED	FILE: 2020/04-68	NOV. 15, 2024	1" = 200'	1 OF 2
CHECKED BY: CYH	FILE: 23-07-25-6-0-000-001-000			

INDUSTRIAL PARK BOARD OF MOB

ATTN: ECONOMIC DEV.
PO BOX 2187
MOBILE, AL 36652

CLARK GEER LATHAM & ASSOC.

ATTN: CHARLES TISHER
3901 SPRINGHILL AVE
MOBILE, AL 36608

JERRY AND TERRY LATHAN
ONE CYPRESS LAKE
THEODORE, AL 36582

JOSEPH & ARLEE GEGZNA
4371 RIVER OAKS LN
MOBILE, AL 36619

PINNACLE LLC
7672 RIGGIN CT
MOBILE, AL 36695

GEN 3 LLC
ATTN: CHARLIES ANDRES
1883 BROOKSEGE DR
GERMANTOWN, TN 38138

TRUCK SPOT PROPERTIES
MOBILE LLC
19366 SW 14TH ST
PEMBROKE PINES, FL 33029

GIS PROPERTIES-HOUSTON LLC
1305 SCHILLING BLVD W
COLLIERVILLE, TN 38017

ROD L CRIGLER
PO BOX 190457
MOBILE, AL 36619

REGIONS BANK AS TRUSTEE
SPRINGHILL COLLEGE FOUNDATION
PO BOX 13519
ARLINGTON, TX 76094

DAVID B DIXON
203 PAWNEE CIR
SARALAND, AL 36571

JOE & AUTHINE KYLES
C/O KENYON BLACKMON
6066G TODD ACRES RD
THEODORE, AL 36582

OSCAR AND XREOLA KYLES
7868 CLAYTON RD
PINSON, AL 35126

BEVERLY CARTER
PO BOX 1091
THEODORE, AL 36590

ARTHURINE HALL
6066 TODD ACRES DR
THEODORE, AL 36582

DONALD RAY HAWKINS
C/O RONALD M HAWKINS
PO BOX 349
TIGERVILLE, SC 29688

CORTLANDT & MICHAEL DUNLAP
929 165TH AVE SE
BELLEVUE, WA 98008

PROFESSIONAL LOCATE &
RECOVERY INC
PO BOX 262
THEODORE, AL 36590

DONNICE BRYANT
2850 WOODMERE ST W
MOBILE, AL 36693

ALABAMA MENTAL HEALTH DEPT
100 N UNION ST
MONTGOMERY, AL 36104

BOARD OF WATER AND SEWER
PO BOX 180249
MOBILE, AL 36618

HOSEA O WEAVER & SONS INC
PO BOX 8039
MOBILE, AL 36689

JOSEPH & KIMBERLY FESENMEIER
TRUSTEES OF THE JFK LIVING
3771 AMRUTH DR
MOBILE, AL 36608

WASTE MANAGEMENT OF ALABAMA
PO BOX 1450
CHICAGO, IL 60690

MAZER INDUSTRIES LLC
1617 REPOLL RD
MOBILE, AL 36695

GEORGE EVERETT
C/O GEORGE & EULA EVERETT
7551 SMITH RD
THEODORE, AL 36582

MCGOWIN PROPERTIES LTD
C/O ELIZABETH TONSMEIRE
PO BOX 2265
MOBILE, AL 36652

JOHN C WACKER III
6641 BAY RD.
MOBILE, AL 36605

SCANNELL PROPERTIES #727 LLC.
ATTN: COURTNEY KANZINGER
8801 RIVER CROSSING BLVD STE 300
INDIANAPOLIS, IN 46240



Agenda Item # 10
SUB-003153-2024 & ZON-UDC-003154-2024

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

[**Applicant Materials for Consideration – Subdivision**](#)
[**Applicant Materials for Consideration – Rezoning**](#)

DETAILS

Location:
Southeast corner of Commerce Boulevard East and Commerce Boulevard South, extending to the Southwest corner of Commerce Boulevard South and Commerce Boulevard West.

Subdivision Name:
Resubdivision of Lots 5 & 6, Todd Acres Industrial Park Subdivision

Applicant / Agent:
Charles D. Tisher, Jr., P.E., Clark Geer Latham & Associates

Property Owners:
Scannell Properties #775 LLC

Current Zoning:
B-5, Office Distribution District & I-2, Heavy Industry District

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

Future Land Use:
Light Industry and Heavy Industry

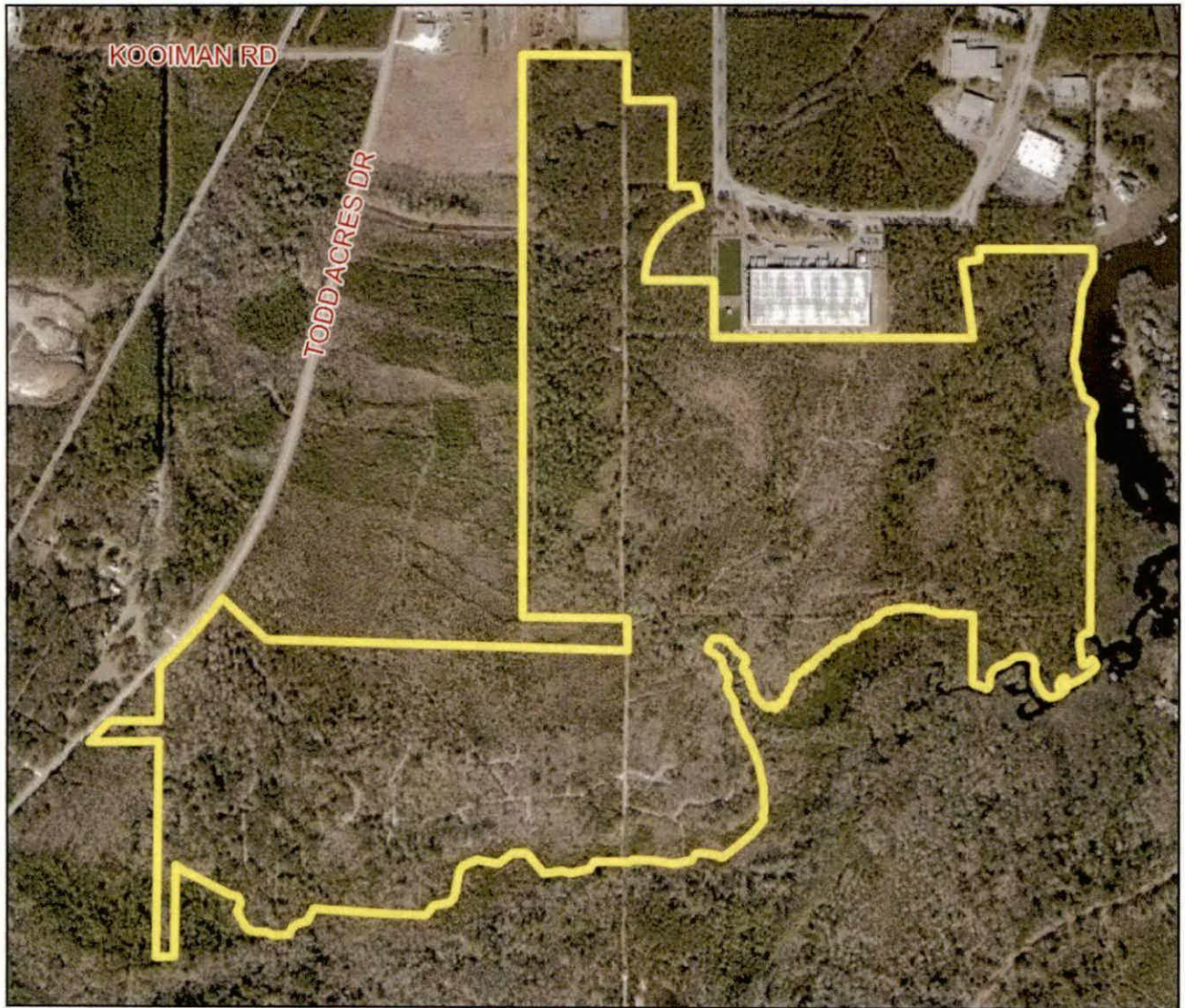
- Applicable Codes, Policies, and Plans:**
- Unified Development Code
 - Subdivision Regulations
 - Map for Mobile Comprehensive Plan

- Proposal:**
- Subdivision approval to create two (2) legal lot of record.
 - Rezoning from B-5 & I-2 to R-1.
 - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

- Commission Considerations:**
1. Subdivision proposal with ten (10) conditions; and
 2. Rezoning with two (2) conditions.

Report Contents:	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	6
Exhibits	8

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by industrial units. Residential units lie west of the site.

APPLICATION NUMBER <u>10</u> DATE <u>December 19, 2024</u>
APPLICANT <u>Resubdivision of Lots 5 & 6, Todd Acres Industrial Park Subdivision</u>
REQUEST <u>Subdivision, Rezoning from B-5 and I-1 to R-1</u>



SITE HISTORY

The site has been the subject of subdivisions while within the Planning Jurisdiction. After the 2009 annexation into the City, portions of the property were subsequently assigned R-A, Residential-Agricultural, B-5, Office Distribution, I-1, Light Industry, and I-2, Heavy Industry zoning classifications. Since then there have been several subdivisions of portions of the site and related rezoning requests.

In January 2013, portions of the site were included in Crigler Industrial Park Subdivision, a seven (7)-lot subdivision which was approved but never recorded.

On October 20, 2022, the Commission approved Todd Acres Industrial Park Subdivision, a five (5)-lot subdivision with an associated Rezoning to I-2 for portions of the site. That subdivision approval has subsequently expired.

At the September 20, 2023 meeting the Planning Commission approved Todd Acres Industrial Park Subdivision, Resubdivision of Lots 1 & 4, and an associated rezoning from B-5, Office-Distribution District, and I-2 Heavy Industry District, to B-5, Office-Distribution District. However, the City Council denied the rezoning, and the subdivision was not signed or recorded.

At the September 19, 2024 meeting the Planning Commission approved Todd Acres Industrial Park Subdivision as a seven (7)-lot, 547.93± acre subdivision. That subdivision has been recorded in Probate Court.

No portions of the site have ever been before the Board of Zoning Adjustment.

STAFF COMMENTS

Engineering Comments:

Subdivision:

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

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands, or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated.
- C. Show and label all flood zones. New maps went into effect on June 5, 2020.
- D. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an A, AE, or X (shaded) flood zone designation. BFE = 12.
- E. Revise NOTE #15 – Revise “...LOTS 1-8 ...” to “...LOTS A and B...”.
- F. Revise NOTE #15 – Revise “...LOT 5 – NONE, LOT 6 – NONE.” To “LOT A – NONE and LOT B – NONE.”
- G. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control; the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
5. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
6. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

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.

The site is bordered to the North by other B-5 property; to the West by I-2 property; and to the South by R-A, Residential-Agricultural property. To the East and abutting the site is other R-A property, and across Rabbit Creek to the East is R-1 property.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

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

1. Retention of the right-of-way widths of all public streets on the Final Plat, as depicted on the preliminary plat;
2. Revision of the plat to correctly label Todd Acres Drive;
3. Retention of the 25-foot minimum building setback line along all public street frontages;
4. Retention of the lot size labels in both square feet and acres on the Final Plat, or the furnishing of a table on the Final Plat providing the same information;
5. Retention of the note on the Final Plat stating that no structures are allowed in any easements without the permission of the easement holder;
6. Completion of the Rezoning process to eliminate the potential for split-zoning prior to signing the Final Plat;
7. Compliance with all Engineering comments noted in this staff report;
8. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
9. Compliance with all Urban Forestry comments noted in this staff report; and,
10. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

Planning Comments:

Subdivision

The purpose of this application is to create two (2) legal lots of record from two (2) existing legal lots of record. The site is served by public water and sanitary sewer.

As previously mentioned, the site was made legal lots of record via Todd Acres Industrial Park Subdivision in September 2024. The applicant proposes to expand existing Lot 6 and reduce existing Lot 5 of that subdivision via a relocation of the interior lot line.

The site fronts Todd Acres Drive, a minor street without curb and gutter, and an existing compliant right-of-way of 100-feet, making additional dedication unnecessary. The site also has frontage along Commerce Boulevard West, Commerce Boulevard East, and Commerce Boulevard South, all minor streets with curb and gutter, and existing compliant rights-of-way of 100-feet, making additional dedications unnecessary. If approved, the right-of-way widths of all streets should be retained on the Final Plat.

The preliminary plat erroneously labels Todd Acres Drive as Todd Acres Road. The Final Plat should be revised to correctly label it as Todd Acres Drive.

As on the preliminary plat, the 25-foot minimum building setback line along all public street frontages should be retained on the Final Plat.

The proposed lots meet the minimum size requirements of the Subdivision Regulations, and the lot size labels in both square feet and acres should be retained on the Final Plat, if approved, or a table should be furnished on the Final Plat providing the same information.

The preliminary plat depicts several easements, and as such, the note on the preliminary plat stating that no structures are allowed in any easements without the permission of the easement holder should be retained on the Final Plat.

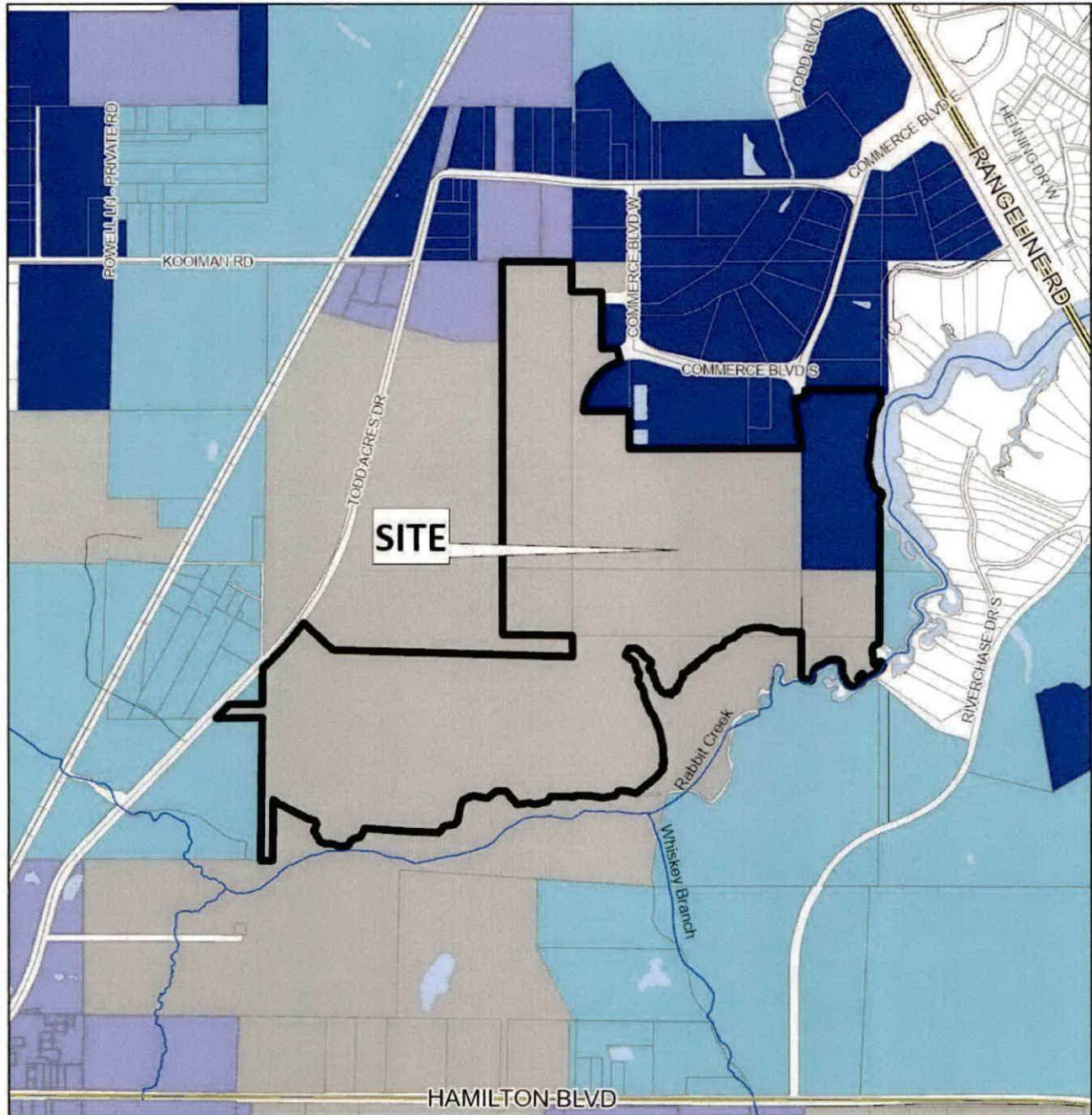
If approved, the subdivision would result in proposed Lot B being split-zoned, B-5 and I-2. As such, the request for Subdivision Approval will be contingent upon approval of the associated Rezoning request.

Rezoning

As mentioned, if the subdivision request is approved it will result in proposed Lot B being split-zoned B-5 and I-2. The applicant proposes to have the area of that proposed lot rezoned to R-1, Single-Family Residential Suburban District. The applicant's justification for the rezoning, which can be viewed using the link on Page 1 of this report, is that the proposed lot borders Rabbit Creek, and rezoning to R-1 is consistent with other similar properties along the creek. There are no current plans for this site, but the intent is for it to be divided into single-family lots in the future.

In this instance, the subdivision of land may make reclassification necessary and desirable to eliminate split zoning. Subdivision of the property suggests rezoning of the site, in general, is necessary, especially to eliminate the potential for split zoning. If approved, the Rezoning process should be completed prior to signing the Final Plat for the proposed subdivision.

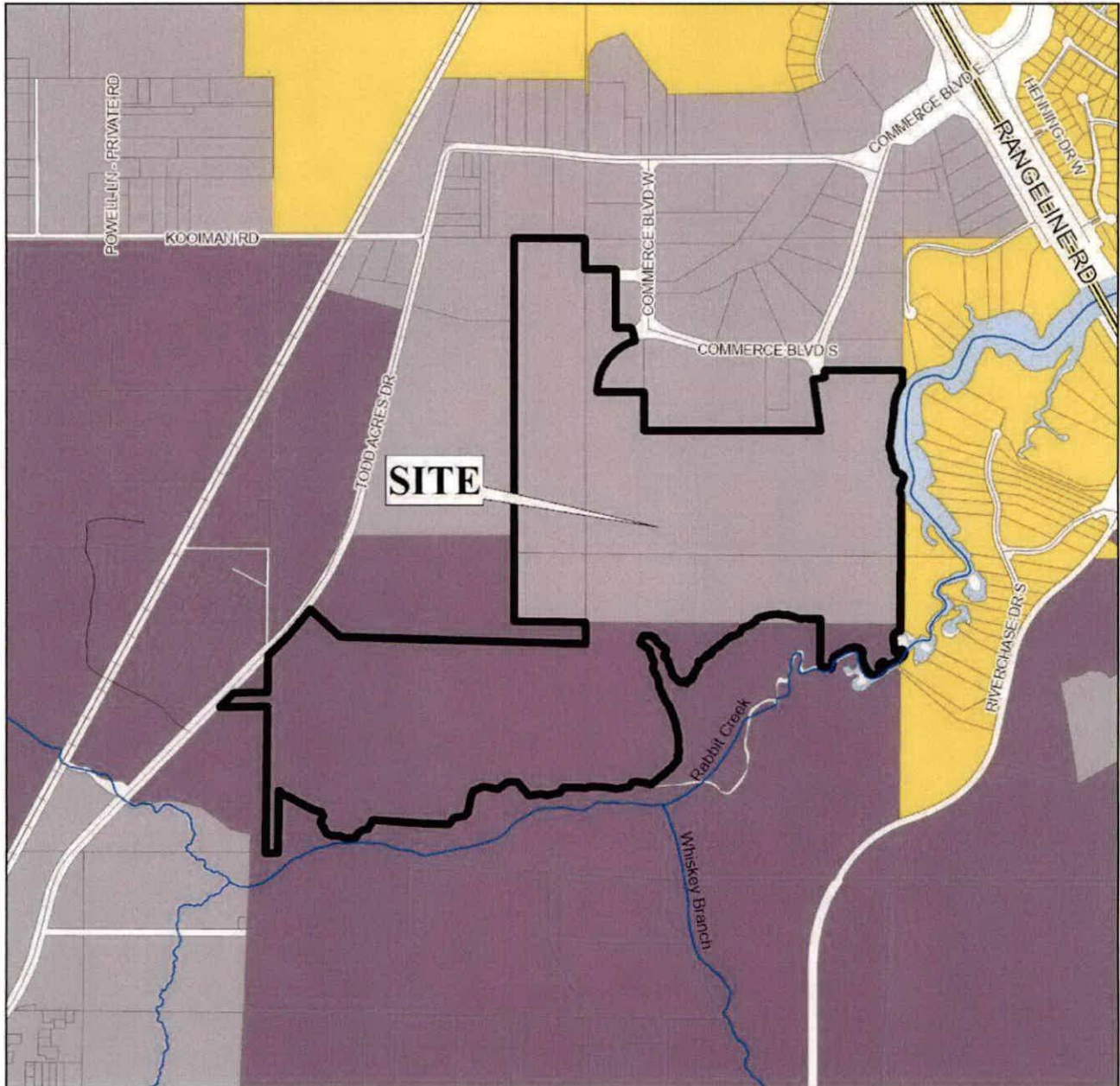
LOCATOR ZONING MAP



APPLICATION NUMBER 10 DATE December 19, 2024
 APPLICANT Resubdivision of Lots 5 & 6, Todd Acres Industrial Park Subdivision
 REQUEST Subdivision, Rezoning from B-5 and I-1 to R-1



FLUM LOCATOR MAP



APPLICATION NUMBER 10 DATE December 19, 2024

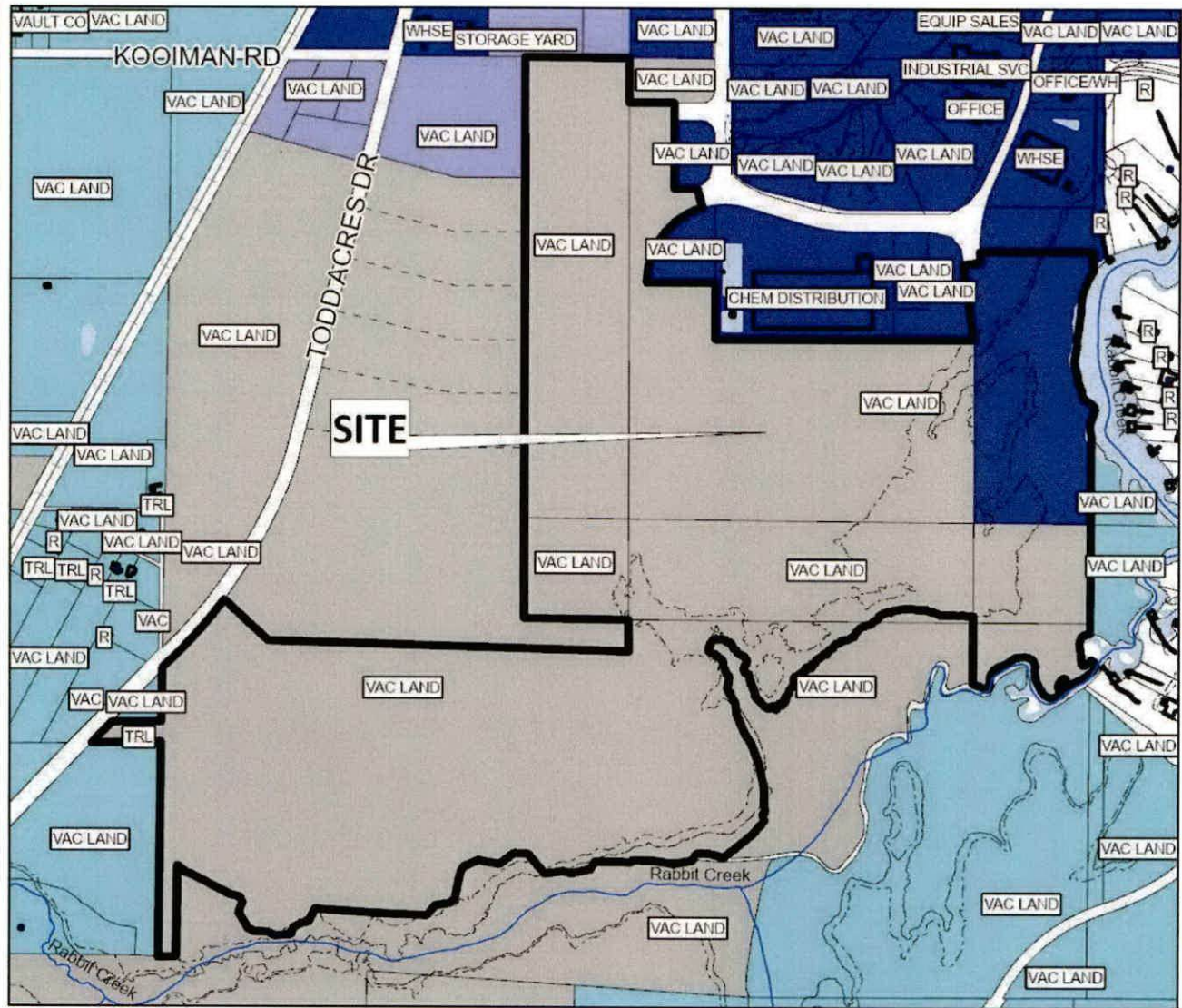
APPLICANT Resubdivision of Lots 5 & 6, Todd Acres Industrial Park Subdivision

REQUEST Subdivision, Rezoning from B-5 and I-1 to R-1

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by industrial units. Residential units lie west of the site.

APPLICATION NUMBER 10 DATE December 19, 2024
 APPLICANT Resubdivision of Lots 5 & 6, Todd Acres Industrial Park Subdivision
 REQUEST Subdivision, Rezoning from B-5 and I-1 to R-1

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



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

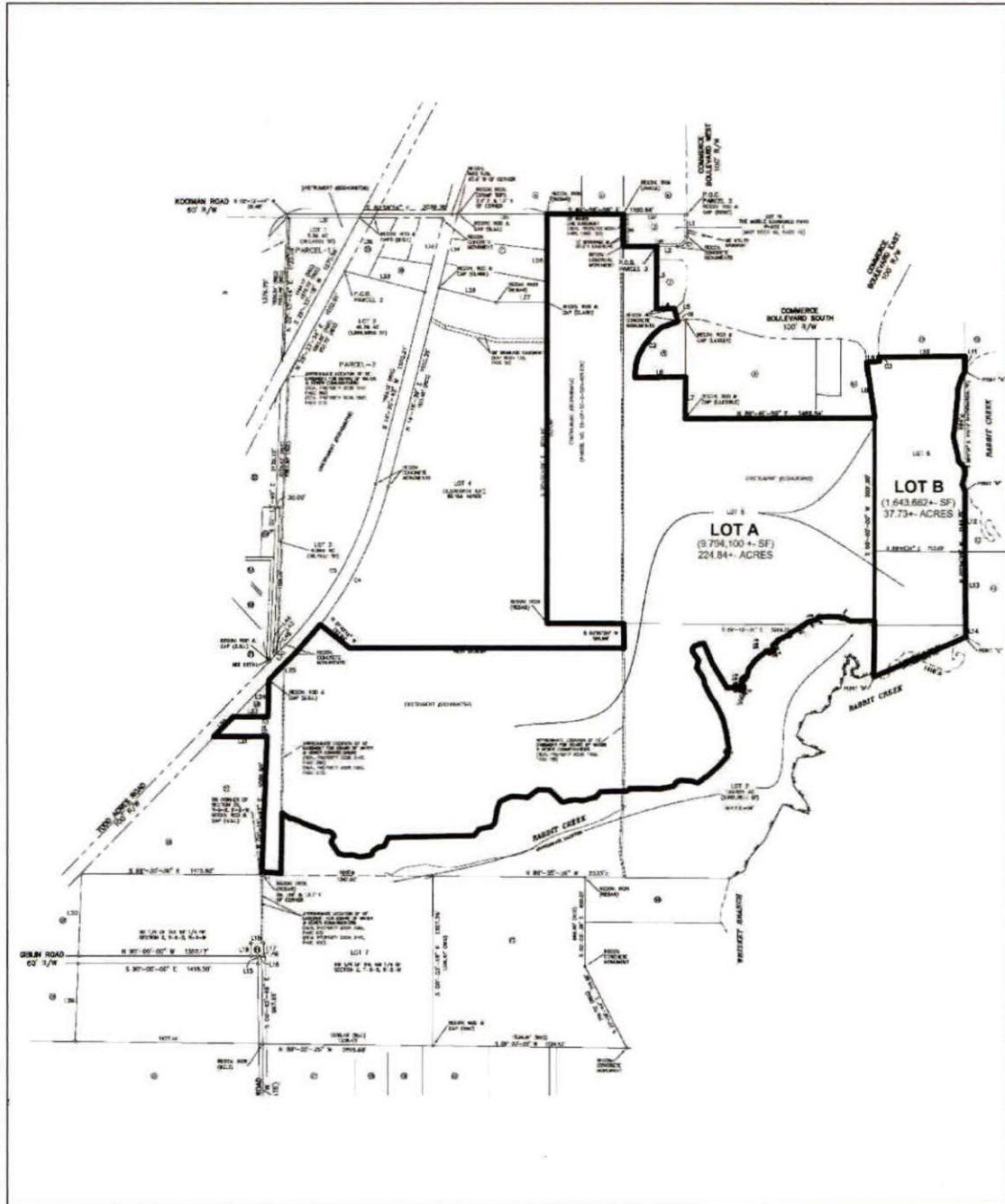
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

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

1. Completion of the Rezoning process prior to signing the Final Plat for the proposed subdivision; and
2. Full compliance with all municipal codes and ordinances.

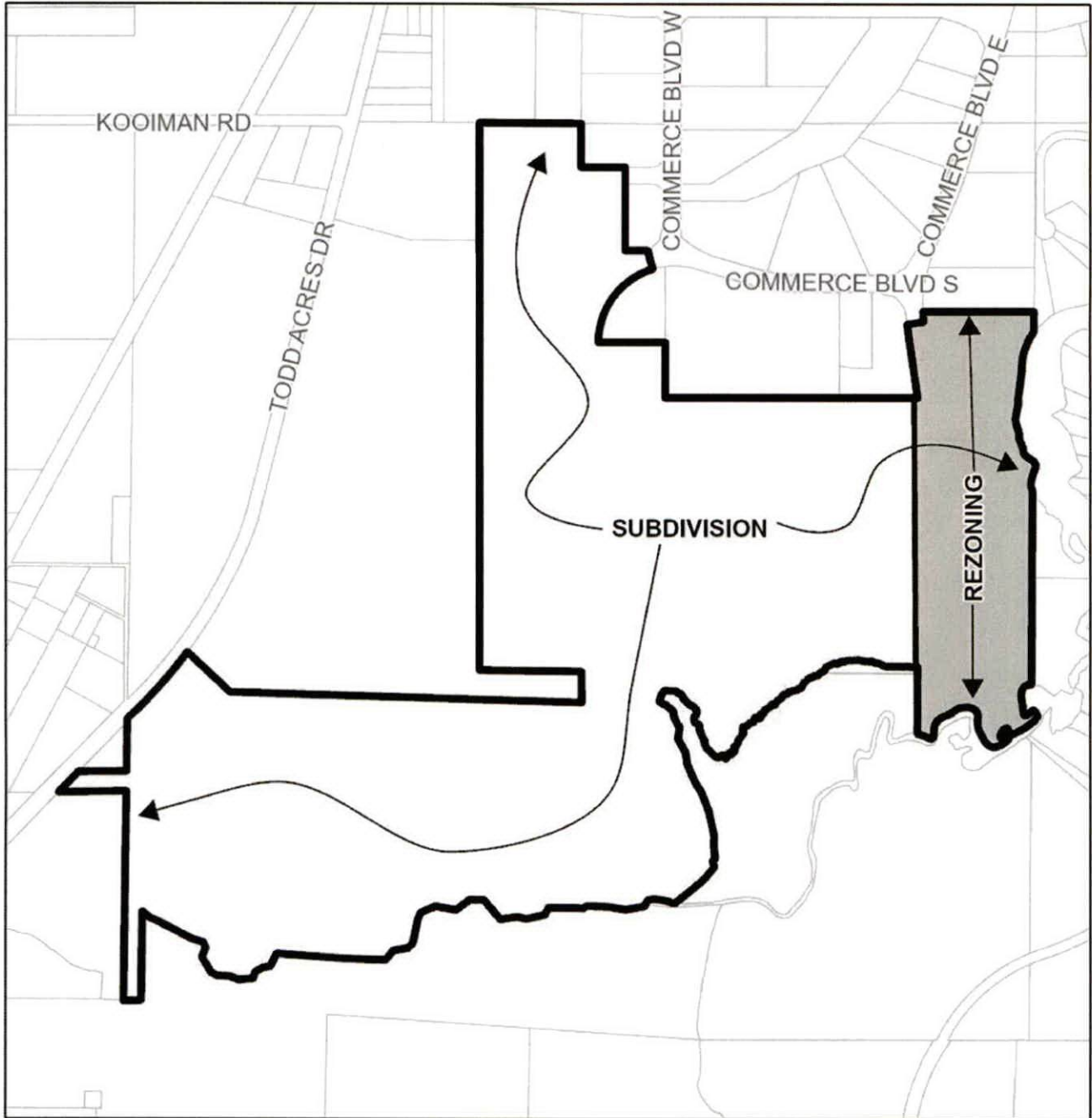
SITE PLAN



The site plan illustrates the proposed lot boundaries and creek.

APPLICATION NUMBER	10	DATE	December 19, 2024	
APPLICANT	Resubdivision of Lots 5 & 6, Todd Acres Industrial Park			
REQUEST	Subdivision, Rezoning from B-5 and I-1 to R-1			

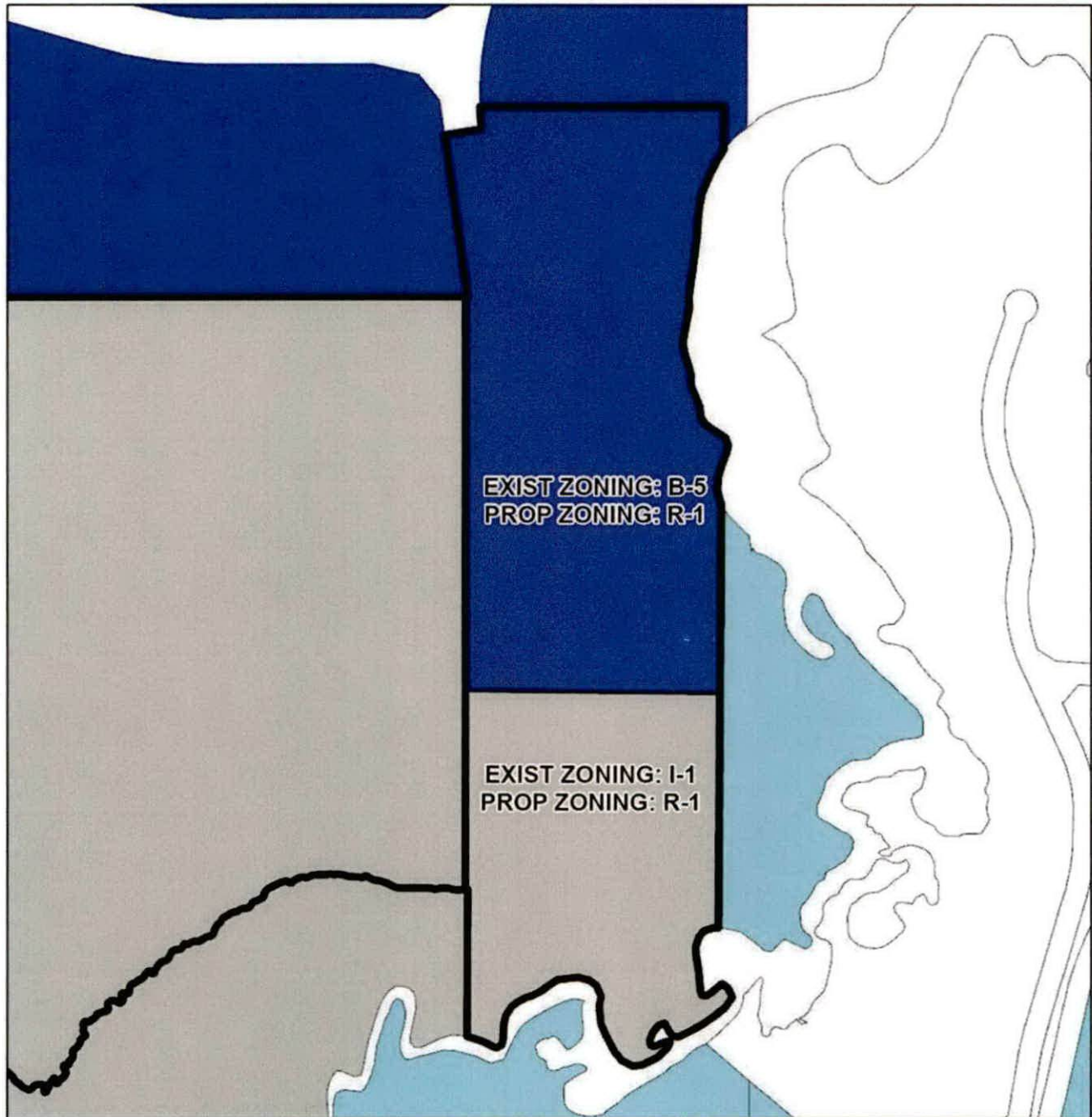
DETAIL SITE PLAN



APPLICATION NUMBER 10 DATE December 19, 2024
 APPLICANT Resubdivision of Lots 5 & 6, Todd Acres Industrial Park Subdivision
 REQUEST Subdivision, Rezoning from B-5 and I-1 to R-1



DETAIL SITE PLAN



APPLICATION NUMBER 10 DATE December 19, 2024
APPLICANT Resubdivision of Lots 5 & 6, Todd Acres Industrial Park Subdivision
REQUEST Subdivision, Rezoning from B-5 and I-1 to R-1



LIGHT INDUSTRY (LI)

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

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

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

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

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)

HEAVY INDUSTRY (HI)

This designation applies to larger parcels primarily devoted to high-impact industrial activity which is preferably removed from residential and commercial uses. Light industry, industrial business or heavy commercial lands may separate heavy industry from other land uses.

Heavy industrial areas include collection, treatment, and manufacturing processes which use raw materials, are distinguished by the presence of noise, vibration, and/or odors, and benefit from easy access to a multimodal freight transportation network. Certain types of

heavy industry are characterized by low building coverage and activities that rely on large areas of outdoor storage of raw material stockpiles and/or waste-product disposal areas, storage tanks, pipelines, and transportation yards to handle the transfer of heavy materials. The outdoor storage areas should be screened as much as possible by the nature of the stored materials.

Land designated as HI may be underdeveloped due to the presence of wetlands on portions of the parcel. In these cases, the wetlands may serve to buffer surrounding uses from the potential impacts of the heavy industrial use. Undeveloped areas of HI parcels that have tree cover may be used as

buffering between the heavy industrial use and other uses. Where buffers do not exist naturally, they should be provided as spelled out in the zoning and subdivision regulations. Open areas reserved for dredge disposal are also designated as HI and may contain wetlands.

In Mobile, port terminal facilities, docks, shipyards, drydocks, etc., are mostly owned by the State of Alabama. Although not subject to local zoning, these facilities are shown as heavy industrial uses in the FLUM.

Gauthier, Lana

From: City Clerk
Sent: Monday, March 10, 2025 2:06 PM
To: Gauthier, Lana
Subject: Fw: CityofMobile.org: Addressing City Council Submission

Sent from my T-Mobile 5G Device
Get [Outlook for Android](#)

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Monday, March 10, 2025 1:51:00 PM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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.

Name: ~~Cory Hughes~~ / Jonathan Collier - Medevac Alabama

Date To Address Council: 2025-03-18

Address: 61 Saint Stephens St Suite 1401 Mobile, AL

Email: jcollier@medevacalabama.com

Phone: 251-232-6449

Subject And Specific Questions: Abuse of E-911 System from citizens repeatedly calling 911 using ambulances as transportation.

Pertain To City Business: Abuse of the E-911 system is a drain on city resources because Com Police + fire are dispatched with ambulances.

Signature: Cory Hughes / Jonathan Collier

Signature Verify: X

Agree: X

Date Submitted: 2025-03-10 13:51:00

From: [City Clerk](#)
To: [Gauthier, Lana](#)
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Wednesday, March 12, 2025 10:12:50 AM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Wednesday, March 12, 2025 10:12 AM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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.

Name: Tracey Glover, on behalf of ARC
Date To Address Council: 2025-03-25
Address: 32448 Carrier dr
Email: traceyglover@gmail.com
Phone: 2515102418

Subject And Specific Questions: On behalf of ARC, I would like to address the City Council about its recent decision to kill beavers as a means of dealing with water flow issues.

Pertain To City Business: The city recently approved a proposal to hire a fur trapper to kill beavers in order to prevent flooding caused by beaver dams. This policy is inhumane and unnecessary. There are humane alternatives. We would like to know if the City Council considered the alternatives and would like to know more about the methods that are being used to trap and kill these beavers. We would like to offer alternative solutions that will solve the city's concerns about water flow without causing suffering and death for these animals.

Signature: Tracey Glover

Signature Verify: X

Agree: X

Date Submitted: 2025-03-12 10:12:02

This submission was recieved from your website <https://www.cityofmobile.org/>

From: [RJHILL II](#)
To: [Gauthier, Lana](#)
Subject: 3/17 Agenda
Date: Thursday, March 13, 2025 1:41:14 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 this email finds you well. This is a formal request to be added to the upcoming Agenda.

On February 13, 2025 Mr. Carbo sent me an email denying my request to Speak at the regular City Business Meeting. He based this form of discrimination on Section 2-62 of the Mobile Municipal Code.

While 2-62 is regularly ignored and disregarded by the Legislative body of our local Government, I still complied with Mr. Carbo's request (even though he doesn't have the authority to approve or deny any Citizen from petitioning their sworn-in "leaders"), and on February 20, 2025, I submitted an extremely lengthy request to participate in the 2/25/25 Meeting. Since then, there has been no response from either of our reportedly Elected Officials and it is further proven that they have no concern for resolving the pressing issues that linger in our community.

That being so, I will of course continue highlighting these matters that are based on properly using Taxpayer resources to set a level standard quality of life for all Mobilians. However, I will minimize the number of matters addressed this upcoming week, seeing that our Local Government Officials are unequipped to respond to the needs of The People or just have no desire to actually do what is called of Public Servants to do in Our City.

I shall address the following:

- * The DANGER of not defining Section 2-62 of the Mobile Municipal Code;
- * The DANGER of continuously approving contracts worth \$50K or less on the first read;
- * The DANGER of leaving Chapter(s) 38 and 46 of the Mobile Municipal Code as is, based on the most recent findings in 2025;
- * The DANGER of acquiring 3rd party law firms to represent The City in serious legal matters;
- * The DANGER of preserving the UDC as it stands and the threat this poses to Planning and Zoning;
- * The DANGER of Summer arriving with no sound plan to tackle Teen Violence;
- * The DANGER of allowing the FY26 Budget to be passed before the 2025 Municipal

Elections;

* Offer Kudos to the City Clerk's Office for ensuring additional resources for Digital Scanning, an effort that preserves the history of this place we each call home and makes such empowerment accessible for all generations of now and the future.

Thank you for your attention to this matter and for the service of the City Clerk's Office. 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



RESOLUTION

Sponsored by: Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **777 WELWORTH STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 6, 7, 8, and 15; and***

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **777 WELWORTH STREET** described as:

LOT 25 BLK H SUNNYMEADE DBK 156 P 488 #SEC 44 T4S R1W
#MP29 02 44 0 024

Parcel Number: 29 02 44 0 024 251

Last Assessed to: BROWN ANNIE DELORES

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be **demolished** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk



City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

777 WELWORTH ST

Flood Zone

Property Details

PARCEL KEYX	01504134	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	AE

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	Y
SURVEY DATE	2/1/2024	COMMENTS	

Property Score

SCORE	82	SCORE DESCRIPTION	Demo
-------	----	-------------------	------

Notes

LC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 8-21-24

MUNICIPAL ENFORCEMENT DIVISION

January 6, 2025



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

A handwritten signature in blue ink, appearing to be 'GJ', is placed next to the name Gary Jackson.

RE: **Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Tuesday, January 14, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **777 WELWORTH STREET.**
OWNED BY OR MAY HAVE AN INTEREST: **BROWN ANNIE DELORES** IS A PUBLIC NUISANCE AS
SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE
ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 02 44 0 024 251

COUNCIL DISTRICT 1 – CORY PENN

LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 11/05/2024

Property Address: 777 Welworth Street **District No:** 1

- ☐ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☒ 3. Structures or components thereof that have reached their limit state.
- ☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☒ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☒ 15. Yard is overgrown with weeds and/or covered with litter, debris and junk.



























Affidavit of Mailed Notice



January 6, 2025

State of Alabama
County of Mobile

Subject Property – 777 Welworth Street.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 6 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.



Gary Jackson,
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 777 Welworth Street

Date: October 24, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 23, 2024

Per the Title Report, the owner is: Annie Delores Brown

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|--|
| 1 | Annie Delores Brown Fox
777 Welworth St
Mobile AL 36617-2671 | Owner – Subject/location address – LexisNexis
address good 2023 – Phone numbers are 334-457-
8730 and 251-452-5834 good 2024 |
| 2 | Annie Delores Brown Fox
Pharisee Fox
765 Donald St
Mobile AL 36617-3416 | LexisNexis address good 7/2024 – Pharisee Fox is
husband if owner – Phone number is 251-591-4831
good 2024 |
| 3 | Annie Delores Brown Fox
Pharisee Fox
2060 Clinton St
Mobile AL 36617-2633 | LexisNexis address good 2023 |
| 4 | Pharisee Fox
2058 Clinton St
Mobile AL 36617-2633 | LexisNexis address good 2023 |
| 5 | Pharisee Fox
1613 James St
Mobile AL 36617-1520 | LexisNexis address good 6/2024 |
| 6 | Richard Lee Lucy
Arquanette Lucy
3416 Vestavia St Unit 1
Mobile AL 36612-1610 | Paid multiple years of property taxes – LexisNexis
address good 7/2024 – Revenue Commission
mailing address from 2021 – 2024 |

**TAX STATUS: 2023 TAXES ARE CURRENT AND 2024
TAXES ARE DUE BY 12/31/2024**

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Annie Delores Brown, filed 8/19/2024, recorded 9/25/2024,
instrument number 2024060267.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Annie Delores Brown Fox
777 Welworth Street
Mobile, AL 36617-2671

November 22, 2024

RE: **777 Welworth Street**
Project Number: ME-109-24

Dear Annie Delores Brown Fox:

On November 5, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 777 Welworth Street.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 25 BLK H SUNNYMEADE DBK 156 P 488 #SEC 44 T4S R1W
#MP29 02 44 0 024

Parcel Number: 29 02 44 0 024 251

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

- ☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;
- (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;
- (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;
- (7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **January 6, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **January 6, 2025**, provide the Code Official with a work plan to accomplish the repairs by **January 6, 2025**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **January 6, 2025**, which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

- IV. **NOTICE** is hereby given that on **January 14, 2025, 2024 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,


Gary Jackson

Municipal Enforcement Deputy Director

RESOLUTION

Sponsored by: C. J. Small – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1053 BAY AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8, and 15; and**

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1053 BAY AVENUE** described as:

**LOT 15 BLK E OAK HILL SUB DBK 85 P 380 #SEC 27 T4S R1W #MP29
10 27 4 000**

Parcel Number: 29 10 27 4 000 116

Last Assessed to: RICHARDSON FELIX J &

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be **demolished** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

January 6, 2025



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: **Nuisance Abatement Hearing Request**

Please place the following notice on the City Council agenda for **Tuesday, January 14, 2025**.

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1053 BAY AVENUE**. OWNED BY OR MAY HAVE AN INTEREST: **RICHARDSON FELIX J &** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 10 27 4 000 116

COUNCIL DISTRICT 3 – C. J. SMALL

LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md



City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

1053 BAY AVE

Property Details

PARCEL KEY	00917814	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	Oakdale
BLIGHT ZONE	N/A	COUNCIL DISTRICT	3
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	Y	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE	2/8/2024	COMMENTS	

Property Score

SCORE	62	SCORE DESCRIPTION	Demo
-------	----	-------------------	------

Notes

Le

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

7-22-24

Noted 4 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 11/06/2024

Property Address: 1053 Bay Avenue **District No:** 3

- ☐ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☒ 3. Structures or components thereof that have reached their limit state.
- ☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☐ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☒ 15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

















Affidavit of Mailed Notice



January 6, 2025

State of Alabama
County of Mobile

Subject Property – 1053 Bay Avenue.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

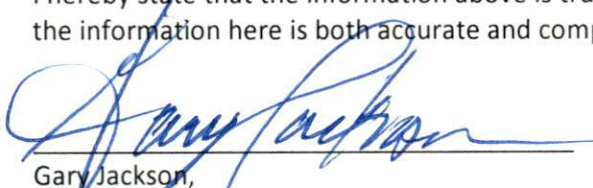
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 1 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.


Gary Jackson,
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 1053 Bay Avenue

Date: September 19, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: September 18, 2024

Per the Title Report, the owner is: Heirs at law and next of kin of Barbara J. Richardson

Notes: I spoke to Carley Perry at 251-463-9247, son of deceased on 9/19/2024. He pays the property taxes and takes care of the property. He advised Lebaron Perry was not married at time of his death and did not have any children. I gave him Miranda Davis phone number because he is interested in having the house demolished. Revenue Commission shows a Carley E. Harris paying the property taxes for the 2023 tax year. I contacted the Revenue Commission, and the clerk stated it was paid by credit card and she could not give me anymore information due to privacy violations. I contacted Mr. Perry again and he advised he did pay the 2023 property taxes and the Revenue Commission entered the name incorrectly. He will contact them and have it corrected.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|---|
| 1 | Owners
1053 Bay Ave
Mobile AL 36605-1535 | Subject/location address |
| 2 | Walda Perry Sumpter
7560 Olympic Ln Apt 111
Theodore AL 36582-3869 | Heir – LexisNexis address good 4/2024 – Phone number 251-283-1114 |
| 3 | Walda Perry Sumpter
6128 Sperry Rd Apt H5
Theodore A 36582-4111 | LexisNexis address good 8/2024 |
| 4 | Rachel Perry
1558 Orange St
Mobile AL 36605-4827 | Heir – LexisNexis address good 8/2024 – No current phone numbers listed - |

- | | | |
|---|---|---|
| 5 | Rachel Perry
1206 O'Donnell St
Mobile AL 36605-1542 | LexisNexis address good 1/2024 |
| | | |
| 6 | Carley Perry
1461 Homestead Dr W
Semmes AL 36575-7527 | Heir – LexisNexis address good 8/2024 – Phone
number is 251-463-9247 good 5/2024. – Paid
property taxes since 2008 through 2023 |
| | | |
| 7 | Arlise Perry Milton
1055 Bay Ave
Mobile AL 36605-1535 | Heir – LexisNexis address good 8/2024 – Phone
number is 251-518-2876 good 1/2024 |

TAX STATUS: 2023 TAXES ARE PAID CURRENT

Parties with recorded liens per Title Report:

- | | | |
|----|--|--|
| 8 | Midland Funding LLC
c/o Ben Louis Zarzaur
PO Box 11366
Birmingham AL 35202 | Midland Funding, LLC vs Walda Sumpter, filed
12/10/2018, recorded 4/1/2019, Instrument number
2019016654 |
| | | |
| 9 | State of AL Dept. of Revenue
Collections Service Dept.
P.O. Box 327820
Montgomery, AL 36132 | State of Alabama vs Arlise P. Milton – Filed
7/8/2018, recorded 7/12/2018 BK 7657 Pg 1523 –
Acct Number IIT-R00486252
Lien Number 257201664 |
| | | |
| 10 | State of AL Dept. of Revenue
Collections Service Dept.
P.O. Box 327820
Montgomery, AL 36132 | State of Alabama vs Rachel Perry
Account number IIT-R001896871
Lien number 1800578560
Lien number 1917412864
Lien number 818484736
Lien number 1261037056
Lien number 1054004736
Lien number 1410084352
Lien number 1213918720 |

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Felix J. Richardson and Barbara J. Richardson, filed
7/23/2024, recorded 8/15/2024, instrument number 2024051889.

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



Heirs at law and next of kin of Barbara J. Richardson
Owners
1053 Bay Avenue
Mobile, AL 36605-1535

November 22, 2024

RE: **1053 Bay Avenue**
Project Number: ME-072-24

Dear Owners:

On November 6, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1053 Bay Avenue.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 15 BLK E OAK HILL SUB DBK 85 P 380 #SEC 27 T4S R1W #MP29
10 27 4 000

Parcel Number: 29 10 27 4 000 116

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

- ☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;
- (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;
- (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;
- (7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **January 6, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **January 6, 2025**, provide the Code Official with a work plan to accomplish the repairs by **January 6, 2025**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **January 6, 2025**, which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

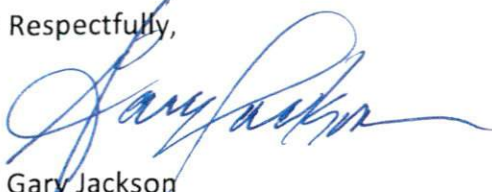
- IV. **NOTICE** is hereby given that on **January 14, 2025, 2024 at 10:30 a.m.,** a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,



Gary Jackson
Municipal Enforcement Deputy Director

RESOLUTION

Sponsored by: C. J. Small – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1101 BAY AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8, and 15; and**

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1101 BAY AVENUE** described as:

**E 1/2 OF LOTS 1 & 2 OF SQ D OAKHILL SUB DBK 85 N S & 380 #SEC
27 T4S R1W #MP29 10 27 4 000**

Parcel Number: 29 10 27 4 000 117

Last Assessed to: GEORGE QUEEN P

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be **demolished** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

January 6, 2025



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

A handwritten signature in blue ink, appearing to be 'GJ', is written over the text of the 'FR' field.

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, January 14, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1101 BAY AVENUE**. OWNED BY OR MAY HAVE AN INTEREST: **GEORGE QUEEN P** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 10 27 4 000 117

COUNCIL DISTRICT 3 – C. J. SMALL

LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md



City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

1101 BAY AVE

Property Details

PARCEL KEY	00917823	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	Oakdale
BLIGHT ZONE	N/A	COUNCIL DISTRICT	3
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	Y
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN LIFE, HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	Y	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE	2/8/2024	COMMENTS	

Property Score

SCORE	66	SCORE DESCRIPTION	Demo
-------	----	-------------------	------

Notes

Handwritten signatures: [Signature] IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☐

APPROVAL DATE 7-22-24

Noted 860, one abstained

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 11/05/2024

Property Address: 1101 Bay Avenue **District No:** 3

- ☐ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☒ 3. Structures or components thereof that have reached their limit state.
- ☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☐ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☒ 15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

















Affidavit of Mailed Notice



January 6, 2025

State of Alabama
County of Mobile

Subject Property – 1101 Bay Avenue.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

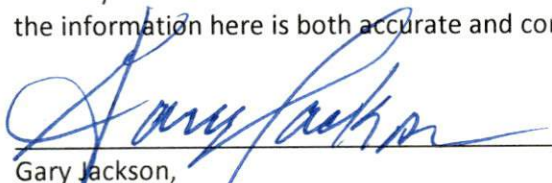
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 14 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.


Gary Jackson,
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 1101 Bay Avenue

Date: September 24, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: September 23, 2024

Per the Title Report, the owner is: Horner George and Queenie P. George

Notes: Horner George died 5/24/1989. Queenie P. George died 10/5/2001. Heirs are grandchildren of both deceased owners.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | Subject/location address |
|--|---|
| 1 Owners
1101 Bay Ave
Mobile AL 36605-1534 | |
| 2 Queenetta Pickett
1310 Rainbow Dr W
Mobile AL 36693-4721 | Heir – LexisNexis address good 8/2024 – Phone numbers are 251-391-4043, 205-706-5686 good 2023 and 2024 |
| 3 Queenetta Pickett
320 Stanton Rd Apt 1212
Mobile AL 36617-2441 | LexisNexis address good 6/2024 – Last known Revenue Commission mailing address from 2017 until 2024 |
| 4 Doris Christian Wright
7745 Union Grove Rd
Lithonia GA 30058-5062 | Heir – LexisNexis address good 8/2024 Phone numbers are 770-716-6399, 770-572-2860 good 2024 |
| 5 Doris Christian Wright
Dianne Christian Craig
213 Dijon Ct
Fayetteville GA 30214-5305 | LexisNexis address good 9/2024 – Dianne's' Phone numbers are 770-843-8378, 770-842-6399 and 770-716-6399 good 2023 and 2024 |
| 6 Pamela Christian Hill
6516 Victoria PL S
Mobile AL 36608-6009 | Heir – LexisNexis address good 6/2024 Phone numbers are 251-388-4222, 251-243-1419 and 251-243-1418 good 2024 |

- | | | |
|----|---|--|
| 7 | Barbara Christian Dunson
1717 Bream Dr
Mobile AL 36605-2663 | Heir – LexisNexis address good 7/2024 – Phone numbers are 216-965-5158, 251-387-2529, 251-644-5618 good 2020 |
| 8 | Doyle Christian
11426 Turnberry Ave
Gulfport MS 39503-4669 | LexisNexis address good 6/2024 |
| 9 | Doyle Christian
3379 Flat Shoals Rd
Decatur GA 30034-1360 | Heir – LexisNexis address good 7/2024 |
| 10 | Freddie Lee Christian Jr
65 Doves Nest
Covington GA 30016-4523 | Heir – LexisNexis address good 7/2024 |
| 11 | Ferna Christian Braddy
1731 Arbor Gate Dr
Lawrenceville GA 30044-8825 | Heir – LexisNexis address good 8/2024 - Phone numbers 470-646-8643, 678-368-7397, 470-979-0844 good 2024 |

TAX STATUS: 2008 taxes sold to the State of Alabama in 2009

- | | | |
|----|--|---|
| 12 | Alabama Dept. of Revenue
Property Tax Division
P. O. Box 327210
Montgomery, AL 36132-7210 | State Tax Sale 2008 per Revenue Commission
State of Alabama vs Queen George
Parcel Number 022910274000117 |
|----|--|---|

Parties with recorded liens per Title Report:

- | | | |
|----|--|--|
| 13 | State of AL Dept. of Revenue
Collections Service Dept.
P.O. Box 327820
Montgomery, AL 36132 | State of AL vs Queenetta Pickett recorded 5/14/2019 instrument number 2019026456
Acct Number IIT-R003482482
Lien Number 1416615424 |
| 14 | Alabama Medicaid
Liens Division
P. O. Box 5624
Montgomery, AL 36103-5624 | Alabama Medicaid vs Queen George, dated 9/20/1999, bk4798 pg1337 recorded 1/27/2000. |

Weed Lien City of mobile vs Queen George – recorded 6/20/2011 bk6787 pg1771
Weed Lien City of mobile vs Queen George – recorded 5/22/2012 bk6894 pg1592
Weed Lien City of mobile vs Queen George – recorded 4/20/2015 bk7252 pg1301
Weed Lien City of mobile vs Queen George – recorded 11/20/2015 bk7323 pg1327
Weed Lien City of mobile vs Queen George – recorded 12/14/2018 inst#2018069759
Weed Lien City of mobile vs Queen George – recorded 6/18/2020 ins#2020035860
Weed Lien City of mobile vs Queen George – recorded 9/11/2020 ins#2020055909
Weed Lien City of mobile vs Queen George – recorded 1/7/2022 inst#2022001214

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Queen P George, filed 9/9/2015, recorded 9/9/2015,
bk7301 pg812

Lis Pendens – City of Mobile vs Queen P George, filed 5/11/2016, recorded 5/11/2016,
bk7378 pg718

Lis Pendens – City of Mobile vs Queen P George, filed 10/18/2022, recorded 12/13/2022,
instrument number 2022076682

Lis Pendens – City of Mobile vs Queen George, filed 7/23/2024, recorded 8/15/2024,
instrument number 2024051899.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Horner George and Queenie P. George
Owners
1101 Bay Avenue
Mobile, AL 36605-1534

November 22, 2024

RE: **1101 Bay Avenue**
Project Number: ME-071-24

Dear Owners:

On November 5, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1101 Bay Avenue.

I. **PROPERTY** The legal description of the Property is as follows:

E 1/2 OF LOTS 1 & 2 OF SQ D OAKHILL SUB DBK 85 N S & 380 #SEC
27 T4S R1W #MP29 10 27 4 000

Parcel Number: 29 10 27 4 000 117

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **January 6, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **January 6, 2025**, provide the Code Official with a work plan to accomplish the repairs by **January 6, 2025**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **January 6, 2025**, which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

- IV. **NOTICE** is hereby given that on January 14, 2025, 2024 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,



Gary Jackson
Municipal Enforcement Deputy Director

RESOLUTION

Sponsored by: Ben Reynolds – District 4

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **2813 LONGLEAF DRIVE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8, and 15; and***

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2813 LONGLEAF DRIVE** described as:

**LOT 55 BASSWOODS RESUB MBK 9 P 451 #SEC 10 T5S R2W #MP33
02 10 1 001**

Parcel Number: 33 02 10 1 001 039

Last Assessed to: DAY JAY B & AUTHARENE N

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

January 6, 2025



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, January 14, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2813 LONGLEAF DRIVE.**
OWNED BY OR MAY HAVE AN INTEREST: **DAY JAY B & AUTHARENE N** IS A PUBLIC NUISANCE AS
SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE
ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 33 02 10 1 001 039

COUNCIL DISTRICT 4 – BEN REYNOLDS

LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md



City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

2813 LONGLEAF DR

Property Details

PARCEL KEY#	01092445	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	4
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROAD	N	CODE VIOLATIONS	N <i>E</i>
DANGER TO HUMAN LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	<u>N</u>	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	N	FOUNDATION COMPROMISED	N
SURVEY DATE	2/20/2024	COMMENTS	

Property Score

SCORE *52 55* SCORE DESCRIPTION Demo

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE *7-29-24*

Notes 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 11/06/2024

Property Address: 2813 Longleaf Drive **District No:** 4

- ☐ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☒ 3. Structures or components thereof that have reached their limit state.
- ☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☐ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☒ 15. Yard is overgrown with weeds and/or covered with litter, debris and junk.



















Affidavit of Mailed Notice



January 6, 2025

State of Alabama
County of Mobile

Subject Property – 2813 Longleaf Drive.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

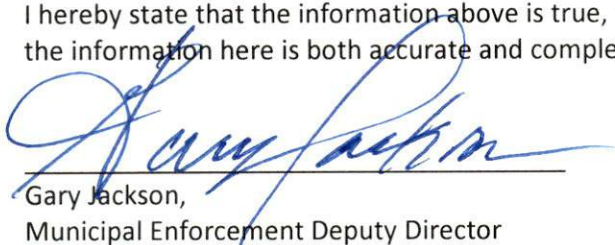
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 9 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.


Gary Jackson,
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 2813 Longleaf Drive

Date: October 2, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 2, 2024

Per the Title Report, the owner is: Jay B. Day and Autharene N. Day

Notes: Both owners are deceased. No obituary was found for Autharene N. Day. Only Ancestry listed date of death as 2018. No exact date was available. LexisNexis did not show her as deceased.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|---|
| 1 | Jay Anthony Day
2813 Longleaf Dr
Mobile AL 36693-4032 | Subject/location address – Heir – Phone numbers
251-591-0533, 251-622-7108 good 2024 – Paid
property taxes 2019 – 2023. |
| 2 | Jay Anthony Day
PO Box 191483
Mobile AL 36619-6483 | LexisNexis address good 1/2023 |
| 3 | Tammy Jean Day Smith
6208 Southridge Blvd
Mobile AL 36693-3419 | Heir – Phone numbers are 251-509-4976, 251-509-
5204 and 251-633-4852 good 2024 |
| 4 | Tammy Jean Day Smith
6032 Cedar Knot Ct
Mobile AL 36609-2701 | Lexisnexus address good 7/2024 |
| 5 | Andrea S. Higginbotham
201 N Church St
Winston Salem NC 27101-4044 | Heir – LexisNexis address good 7/2024 – Phone
numbers are 251-605-8461, 205-522-1611, 941-
706-2166 good 2024 |

- | | | |
|---|--|---|
| 6 | Andrea S. Higginbotham
23552 Unbridled Loop
Daphne AL 36526-0996 | LexisNexis address good 8/2024 |
| | | |
| 7 | Andrea S. Higginbotham
160 Paramount Dr
Sarasota FL 34232-6074 | LexisNexis address good 5/2024 |
| | | |
| 8 | Samantha Jean Baker
2121 Luckner Ct
Mobile AL 36618-2618 | Heir – LexisNexis address good 8/2024 – Phone
number 251-214-7197, 251-214-7198, good 2024 |
| | | |
| 9 | Samantha Jean Baker
9228 Adams Ave
Cleveland OH 44108-3219 | LexisNexis address good 1/2022 |

TAX STATUS: 2023 PROPERTY TAXES ARE CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages - NONE

Lis Pendens

Lis Pendens – City of Mobile vs Jay B. Day and Autharene N Day, filed 7/31/2024, recorded 8/15/2024, instrument number 2024051902.

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



Jay Anthony Day
2813 Longleaf Drive
Mobile, AL 36693-4032

November 22, 2024

RE: 2813 Longleaf Drive
Project Number: ME-077-24

Dear Jay Anthony Day:

On November 6, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2813 Longleaf Drive.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 55 BASSWOODS RESUB MBK 9 P 451 #SEC 10 T5S R2W #MP33
02 10 1 001

Parcel Number: 33 02 10 1 001 039

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

- ☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;
- (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;
- (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;
- (7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **January 6, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **January 6, 2025**, provide the Code Official with a work plan to accomplish the repairs by **January 6, 2025**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **January 6, 2025**, which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

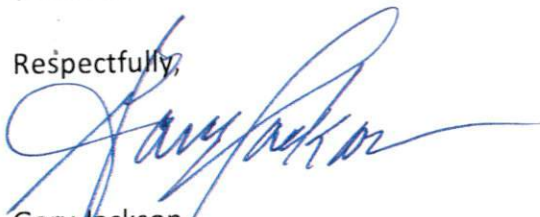
- IV. **NOTICE** is hereby given that on January 14, 2025, 2024 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,


Gary Jackson
Municipal Enforcement Deputy Director

RESOLUTION

Sponsored by: Ben Reynolds – District 4

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **7010 SMITH STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8, and 15;*** and

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **7010 SMITH STREET** described as:

LOT 2 LOTTIE BOLTON EST DIV MBK 52/107 #SEC 10 T6S R2W
#MP38 02 10 2 000

Parcel Number: 38 02 10 2 000 037.002

Last Assessed to: BOLTON HOWARD O & ROBERT EUGENE BOLTON

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

January 6, 2025



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement



RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, January 14, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **7010 SMITH STREET.**
OWNED BY OR MAY HAVE AN INTEREST: **BOLTON HOWARD O & ROBERT EUGENE BOLTON** IS
A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002,
ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses
from Real Estate)

PARCEL NUMBER: 38 02 10 2 000 037.002

COUNCIL DISTRICT 4 – BEN REYNOLDS

LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md



City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

7010 SMITH ST

Property Details

PARCEL KEY	02403429	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	4
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	N
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE	3/14/2024	COMMENTS	

Property Score

SCORE	57	SCORE DESCRIPTION	Demo
-------	----	-------------------	------

Notes

IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 4-29-24

Notes 5 to 0 for Demolition

[Signature]

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 11/06/2024

Property Address: 7010 Smith Street **District No:** 4

- ☐ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☒ 3. Structures or components thereof that have reached their limit state.
- ☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☐ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☒ 15. Yard is overgrown with weeds and/or covered with litter, debris and junk.



JAN 03 2025



JAN 43 2021







JAN 03 2025



















Affidavit of Mailed Notice



January 6, 2025

State of Alabama
County of Mobile

Subject Property – 7010 Smith Street.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

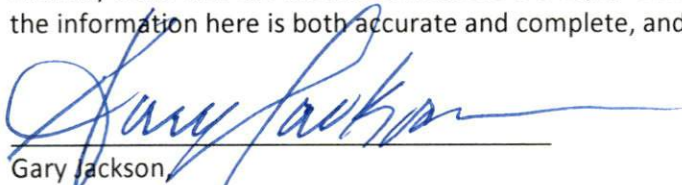
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 8 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.



Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 7010 Smith Street

Date: October 1, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 1, 2024

Per the Title Report, the owners are: Howard O. Bolton & Robert Eugene Bolton

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|--|
| 1 | Owners
7010 Smith St
Theodore AL 36582-2240 | Subject/location address |
| 2 | Howard O. Bolton
927 Parliament Ct
Mobile AL 36695-9679 | Owner – LexisNexis address good 6/2024 – Phone numbers are 251-490-4523, 251-622-4246, 251-490-4930 all good 2024 |
| 3 | Robert Eugene Bolton
2592 E 126 th Way
Thornton CO 80241-2760 | Owner- LexisNexis address good 8/2024 – Phone numbers are 720-270-8968 and 251-421-3206 good 2024 |
| 4 | Nanette Bolton
2100 Sheffield Ct
Mobile AL 36693-2905 | Sibling to Howard and Robert. Signed over her portion of ownership to Howard and Robert. Paid property taxes multiple years. Address is mailing address on Revenue Commissioner's website. Phone numbers are 251-401-2001 and 251-304-1117 good 2024 |
| 5 | Nanette Bolton
296 Brandy Run Rd W
Mobile AL 36608-3360 | LexisNexis address good 9/2024 |
| 6 | Nanette Bolton
404 Hollier Rd
Duson LA 70529-3329 | LexisNexis address good 5/2023 |

TAX STATUS: 2023 PROPERTY TAXES ARE PAID CURRENT

Parties with recorded liens per Title Report:

- | | | |
|---|---|---|
| 7 | William McCarroll, Jr.
7392 Oriental Ave
Theodore AL 36582-2235 | Mr. McCarroll has a Notice of Claim to Real Property for this and several other parcels. Instrument number 2018070832 recorded 12/20/2018. Phone numbers are 251-605-4964, 251-776-8074, 251-786-9350, 251-422-0815 and 251-361-8388 good 2023 and 2024 |
|---|---|---|

8 William McCarroll, Jr.
1836 Barnes Ave
Mobile AL 36612-1602

LexisNexis address good 5/2024 and also address
used on the document instrument number
2018070832.

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Howard O. Bolton & Robert Eugene Bolton, filed 7/31/2024,
recorded 8/15/2024, instrument number 8/15/2024.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Howard O. Bolton & Robert Eugene Bolton
Owners
7010 Smith Street
Theodore, AL 36582-2240

November 22, 2024

RE: **7010 Smith Street**
Project Number: ME-076-24

Dear Owners:

On November 6, 2024 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 7010 Smith Street.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 2 LOTTIE BOLTON EST DIV MBK 52/107 #SEC 10 T6S R2W
#MP38 02 10 2 000

Parcel Number: 38 02 10 2 000 037.002

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

- ☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;
- (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;
- (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;
- (7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **January 6, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **January 6, 2025**, provide the Code Official with a work plan to accomplish the repairs by **January 6, 2025**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **January 6, 2025**, which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

- IV. **NOTICE** is hereby given that on January 14, 2025, 2024 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,


Gary Jackson
Municipal Enforcement Deputy Director



CAPITAL CONTRACT SUMMARY SHEET

C#5308

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP Mims Park - Athletic Restroom/Concession

CAPITAL PROJECT #: C0037 (20002000-48010)

CONTRACT AMOUNT: \$1,137,000.00 DATE OF
RECEIPT: 3/6/2025

ARCHITECTURAL ENGINEERING PROJECT #: PR-048-24b

PROJECT DESCRIPTION: Demolition of an existing restroom/concession
near fields

A & B. Construction of a new 2677 sq. ft. athletic restroom/concession
facility with
associated site work and new accessibility walkway from parking
lot. Restroom area
includes seven single stall toilet rooms and two accessible
rooms. Concession area
includes storage, roll up service door, counter space and three compartment
sink.

VENDOR NAME: Harris Contracting Services, INC

VENDOR NUMBER: 293714

DEPT #: 3032
ENGINEERING

DEPT NAME: ARCHITECTURAL

CONTRACT ADMINISTRATOR: CARLEEN STOUT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

If different, indicate special
rate _____

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

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

Prepared by: Emma Dean – Office Assistant II Date: 02/28/2025



AGENDA ITEM SUMMARY SHEET

Agenda of: March 18, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Stimpson, Mayor

Benjamin Reynolds, Councilmember

Purpose and Scope of Project:

Demolition of an existing restroom/concession near fields A & B. Construction of a new 2677 sq. ft. athletic restroom/concession facility with associated site work and new accessibility walkway from parking lot. Restroom area includes seven single stall toilet rooms and two accessible rooms. Concession area includes storage, roll up service door, counter space and three compartment sink.

Amount of Contract:

\$1,137,000.00

Funding Source

C0037 CIP PARKS-MIMS-RENOVATIONS & RPRS (20002000-48010)

ATTACHMENTS:

1. CAP-00002 - HARRIS CONTRACTING SERVICES INCConstruction- ContractPO #PR-048-24b
- - Executed Contract

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

2025

Sponsored by:

Mayor William S. Stimpson and Councilmember Reynolds

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

Name of Company: Harris Contracting Services, INC

Project Name: CIP Mims Park - Athletic Restroom/Concession

Project Number: PR-048-24b

Amount: \$1,137,000.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP Mims Park - Athletic Restroom/Concession

CAPITAL PROJECT #: C0037 (20002000-48010)

CONTRACT AMOUNT: \$1,137,000.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-048-24b

PROJECT DESCRIPTION: Demolition of an existing restroom/concession near fields A & B. Construction of a new 2677 sq. ft. athletic restroom/concession facility with associated site work and new accessibility walkway from parking lot. Restroom area includes seven single stall toilet rooms and two accessible rooms. Concession area includes storage, roll up service door, counter space and three compartment sink.

VENDOR NAME: Harris Contracting Services, INC

VENDOR NUMBER: 293714

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CARLEEN STOUT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y X** N ____ ; 5% of the 1st 50% **X** or
If different, indicate special rate _____

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

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

Prepared by: Emma Dean – Office Assistant II Date: 02/28/2025



02.26.2025

03:50PM

Dear Council Members:

Attached to this memo is an agreement between the HARRIS CONTRACTING SERVICES INC and the City of Mobile, for the project titled "Mims Park - Athletic Restroom/Concession and Field Improvements B, C & D" in the amount of \$1,137,000.00.

We look forward to continued communication on this important project. Please call me at 251-208-7635 or email me at shannon.mcintyre@cityofmobile.org with questions or concerns.

Respectfully,

McIntyre, Shannon

251-208-7635

Information on this project is follows:

Commitment Type:	Construction
Department:	Architectural Engineering
Fiscal Year:	2022
District:	

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)

Harris Contracting Services, Inc.
5413 Lott Rd
Eight Mile, AL 36613

City of Mobile Business License Number: 2504066
Secretary of State Registration Number: 000-338-516

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

Mims Park - Athletic Restroom/Concession
5400 Grishilde Drive
Mobile, AL 36693
PR-048-24b

Summary of Work to include the demolition of an existing Athletic Restroom/Concession facility and constructing a new 2677 sq. Athletic Restroom/Concession Facility associated site work and new accessibility walkway from the parking lot.

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

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

Christian Preus Landscape Architecture, PLLC
307 De La Mare Ave,
Fairhope, AL 36532

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:

(Check one of the following boxes.)

☒ [X] A date set forth in a notice to proceed issued by the Owner.
(Paragraphs deleted)

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ [X] Not later than Two Hundred Seventy (270) calendar days from the date of the Notice to Proceed for commencement of the Work.

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

(Table deleted)

(Paragraph deleted)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million One Hundred Thirty Seven Thousand and 00/100 (\$ 1,137,000.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$980,000.00

Contingency Allowance: \$50,000.00

Total Bid: \$1,030,000.00

Additive Alternate #1 Resinous Flooring: \$25,000.00

Additive Alternate #2 ADA Walkway: \$72,000.00

Additive Alternate #3 FRP Door Upgrades: \$10,000.00

Total Contract Sum: \$1,137,000.00

§ 4.2 Alternates

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

Item	Price
Additive Alternate #1 Resinous Flooring:	\$25,000.00
Additive Alternate #2 ADA Walkway:	\$72,000.00
Additive Alternate #3 FRP Door Upgrades:	\$10,000.00

(Table deleted)

(Paragraphs deleted)

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

(Identify each allowance.)

Contingency Allowance: Fifty Thousand and 00/100 (\$50,000.00)

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

(Table deleted)

undertaking work.

D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.

E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
N/A	N/A	N/A

§ 4.5 Liquidated damages:

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

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

(Paragraphs deleted)

Init.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 08:51:20 ET on 02/19/2025 under Order No.3104238820 which expires on 04/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1298744921)

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.
(Federal, state or local laws may require payment within a certain period of time.)

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

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

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

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

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified.
- .3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

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

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Init.

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

§ 5.1.7.1.1 The following items are not subject to retainage:

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

N/A

§ 5.1.7.2

(Paragraphs deleted)

Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

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

(Paragraphs deleted)

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

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

§ 5.2 Final Payment

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

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

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

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

- Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
 - a.) Contractor's Release or Waiver of Liens
 - b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
- Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
- Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
- Any additional close out requirements per the contract documents; and
- Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below.

"The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the

Init.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 08:51:20 ET on 02/19/2025 under Order No.3104238820 which expires on 04/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1298744921)

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 Harris Contracting Services, Inc. has completed the contract for Mims Park - Athletic Restroom/Concession, 5400 Grishilde Drive Mobile, AL 36693, PR-048-24b All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

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

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

(Paragraphs deleted)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract

Init.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 08:51:20 ET on 02/19/2025 under Order No.3104238820 which expires on 04/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1298744921)

Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:

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

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

§ 8.3 The Contractor's representative:

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

Brian Harris
5413 Lott Rd
Eight Mile, AL 36613
brian@harriscontractingservices.com
251-377-3132

§ 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, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.
- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:

Init.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 08:51:20 ET on 02/19/2025 under Order No.3104238820 which expires on 04/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1298744921)

- 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 United States Longshoreman's Harbor Worker's Act.
- .4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.
- .5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:
- A. Bodily Injury \$1,000,000 each person
 - B. Property Damage \$1,000,000 each occurrence
 - C. Bodily Injury and Property Damage \$1,000,000 each occurrence; or
 - D. Damage to Rented Premises \$1,000,000 combined single limit
 - E. \$1,000,000 each occurrence
- .6 Such comprehensive policy shall include the following:
- A. All liability of the Contractor, for the Contractor's Direct Operations.
 - B. Subcontractor's Operations.
 - C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
 - D. General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis.
 - E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
 - F. Broad Form Property Damage Coverage, including Completed Operations.
 - G. Personal Injury Liability, with employee's exclusions removed.
 - H. Explosion and Collapse Hazard:
Included or X Not Applicable.
 - I. Underground Hazard:
Included or X Not Applicable.
- .7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:
- A. Bodily Injury \$1,000,000 each person
\$1,000,000 each occurrence
 - B. Property damage \$1,000,000 each occurrence; or,
 - C. Bodily Injury and Property damage \$1,000,000 combined single limit

- .8 Umbrella/Excess Liability: \$2,000,000 combined single limit each occurrence for bodily injury and/or property damage
- .9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.
- A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
- B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
- C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.
- D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
- E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.
- .10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- .11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.
- .12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.
- .13 "In Rem" endorsement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and

termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

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

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

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

§ 8.5.2 The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

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

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

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

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 08:51:20 ET on 02/19/2025 under Order No.3104238820 which expires on 04/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.

User Notes:

(1298744921)

Init.

10

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

§ 8.7 Other provisions:

Contractor shall provide a minimum one (1) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
(Paragraph deleted)

.2 AIA Document A201, General Conditions of the Contract for
(Paragraphs deleted)

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

(Paragraph deleted)

.3 Drawings

Number	Title	Date
D-100	DEMOLITION & EROSION CONTROL PLAN	January 14, 2025
C3.0	GRADING & DRAINAGE PLAN	January 14, 2025
C4.0	UTILITY PLAN	January 14, 2025
C5.0	CIVIL NOTES & DETAILS	January 14, 2025
C6.0	FIRE CONTROL PLAN	January 14, 2025
E1.0	ELECTRICAL SPECIFICATIONS & ABBREVIATIONS	January 14, 2025
E2.0	ELECTRICAL LEGEND & NOTES	January 14, 2025
E3.0	EXISTING ELECTRICAL SITE PLAN	January 14, 2025
E4.0	NEW WORK SITE PLAN	January 14, 2025
E5.0	NEW WORK LIGHTING PLAN	January 14, 2025
E6.0	NEW WORK POWER PLAN	January 14, 2025
E7.0	ELECTRICAL SCHEDULES & DETAILS	January 14, 2025
G1.0	ARCHITECTURAL ABBREVIATIONS & STANDARDS	January 14, 2025
G2.0	BUILDING CODE SUMMARY	January 14, 2025
G3.0	LIFE SAFETY PLAN	January 14, 2025
A1.1	ARCHITECTURAL FLOOR PLAN & FINISHES	January 14, 2025
A1.2	DIMENSIONED FLOOR PLAN	January 14, 2025
A1.3	CEILING & ROOF FINISH PLAN	January 14, 2025

Init.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 08:51:20 ET on 02/19/2025 under Order No.3104238820 which expires on 04/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1298744921)

A2.1	BUILDING ELEVATIONS	January 14, 2025
A3.1	BUILDING SECTIONS	January 14, 2025
A3.2	BUILDING DETAILS	January 14, 2025
A4.1	BUILDING DETAILS	January 14, 2025
A4.2	BATHROOM ENLARGEMENT & DETAILS	January 14, 2025
A5.1	DOOR & WINDOW DETAILS	January 14, 2025
A5.2	DOOR & WINDOW DETAILS	January 14, 2025
A6.1	FRAMING DETAILS	January 14, 2025
A6.2	FRAMING DETAILS	January 14, 2025
A6.3	FRAMING DETAILS	January 14, 2025
S0.1	STRUCTURAL SPECIFICATIONS & STANDARDS	January 14, 2025
S0.2	STRUCTURAL ABBREVIATIONS & STANDARDS	January 14, 2025
S1.1	FOUNDATION LAYOUT PLAN	January 14, 2025
S1.2	SLAB ON GRADE LAYOUT PLAN	January 14, 2025
S1.3	CMU WALL PLAN	January 14, 2025
S1.4	PERIMETER GIRDER FRAMING PLAN	January 14, 2025
S1.5	ROOF FRAMING PLAN	January 14, 2025
S1.6	ROOF FRAMING PLAN	January 14, 2025
S1.7	STRUCTURAL SECTION ELEVATION PLANS	January 14, 2025
S3.1	STRUCTURAL DETAILS	January 14, 2025
S3.2	STRUCTURAL DETAILS	January 14, 2025
S3.3	STRUCTURAL DETAILS	January 14, 2025
S3.4	LOAD BEARING WALL FRAMING ELEVATION	January 14, 2025
S3.5	STRUCTURAL FRAMING DETAILS	January 14, 2025
P1.0	PLUMBING SCHEDULE & NOTES	January 14, 2025
P2.0	PLUMBING PLAN	January 14, 2025
P3.0	SANITARY WASTE PLAN	January 14, 2025
P4.0	PLUMBING RISER DETAILS	January 14, 2025
P5.0	PLUMBING DETAILS	January 14, 2025
M1.0	MECHANICAL NOTES & SCHEDULE	January 14, 2025
M2.0	HVAC PLAN	January 14, 2025
M3.0	HVAC DETAILS	January 14, 2025
H100	HARDSCAPE PLAN	January 14, 2025
H200	HARDSCAPE DETAILS	January 14, 2025
L100	LANDSCAPE PLAN	January 14, 2025

.4 Specifications

Section	Title	Date
DIVISION 1	GENERAL REQUIREMENTS	October 16, 2024
Section 01010	Summary of Work	October 16, 2024
Section 01045	Cutting and Patching	October 16, 2024
Section 01120	Multiple Contracts and Occupied Areas	October 16, 2024
Section 01210	Allowances	October 16, 2024
Section 01220	Unit Prices	October 16, 2024
Section 01230	Alternates	October 16, 2024
Section 01250	Substitution Procedures	October 16, 2024
Section 01310	Project Management & Co-ordination	October 16, 2024
Section 01320	Construction Progress Documentation	October 16, 2024
Section 01330	Submittal Procedures	October 16, 2024
Section 01730	Execution Requirements	October 16, 2024
Section 01770	Close out Procedures	October 16, 2024
Section 017823	Operation and Maintenance Data	October 16, 2024
Section 017839	Project Record Documents	October 16, 2024
Section 014003	Hot Bituminous Pavement	October 16, 2024

Init.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 08:51:20 ET on 02/19/2025 under Order No.3104238820 which expires on 04/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1298744921)

Section 015526	Maintenance of Traffic	October 16, 2024
Section 015723	SWPPP	October 16, 2024
Section 016205	Removal of Existing Thermoplastic Pavement Markings	October 16, 2024
DIVISION 2	SITEWORK	October 16, 2024
Section 022523	Concrete Curbs and Sidewalks	October 16, 2024
Section 024116	Structure Demolition	October 16, 2024
DIVISION 03	CONCRETE	October 16, 2024
Section 033000	Cast-In-Place Concrete	October 16, 2024
DIVISION 04	MASONRY	October 16, 2024
Section 042300	Reinforced Unit Masonry	October 16, 2024
DIVISION 05	METALS	October 16, 2024
Section 051200	Structural Steel	October 16, 2024
Section 055000	Metal Fabrications	October 16, 2024
DIVISION 06	WOODS, PLASTICS, AND COMPOSITES	October 16, 2024
Section 061000	Rough Carpentry	October 16, 2024
Section 061700	Prefabricated Structural Wood	October 16, 2024
Section 064113	Architectural Wood Casework	October 16, 2024
Section 064116	Plastic Laminate Clad Architectural Cabinets	October 16, 2024
Section 066140	Solid Surface Fabrications	October 16, 2024
Section 068316	Fiberglass Reinforced Paneling	October 16, 2024
DIVISION 07	THERMAL AND MOISTURE PROTECTION	October 16, 2024
Section 072100	Thermal Insulation	October 16, 2024
Section 072500	Weather Barriers – Vapor Retarders	October 16, 2024
Section 074113	Standing-Seam Metal Roof Panels	October 16, 2024
Section 074213	Metal Wall Panels	October 16, 2024
Section 074600	Fiber Cement Siding	October 16, 2024
Section 076100	Sheet Metal Flashing and Trim	October 16, 2024
Section 079200	Joint Sealants	October 16, 2024
DIVISION 08	OPENINGS	October 16, 2024
Section 081743	Composite Fiberglass Door	October 16, 2024
Section 083340	Rolling Counter Doors	October 16, 2024
Section 084313	Aluminum-Framed Storefronts	October 16, 2024
Section 085619	Service Teller Window Unit	October 16, 2024
Section 087100	Door Hardware	October 16, 2024
Section 087200	Weatherstripping & Seals (thresholds)	October 16, 2024
Section 088000	Glazing	October 16, 2024
Section 088300	Mirrors	October 16, 2024
Section 089000	Louvers & Vents	October 16, 2024
DIVISION 09	FINISHES	October 16, 2024
Section 092600	Gypsum Board Assemblies	October 16, 2024
Section 095123	Acoustical Tile Ceilings	October 16, 2024
Section 096500	Resilient Flooring	October 16, 2024
Section 096513	Resilient Base and Accessories	October 16, 2024
Section 096723	Resinous Flooring – Urethane	October 16, 2024
Section 099100	Painting	October 16, 2024
DIVISION 10	SPECIALTIES	October 16, 2024
Section 101423	Panel Signage	October 16, 2024
Section 102800	Toilet Bath and Accessories	October 16, 2024
Section 104413	Fire Protection Cabinets	October 16, 2024
Section 104416	Fire Extinguishers	October 16, 2024
Section 224233	Wash Fountains	October 16, 2024
DIVISION 32	EXTERIOR IMPROVEMENTS	October 16, 2024
Section 323300	Hardscape Site Furnishing	October 16, 2024
Section 328400	Irrigation	October 16, 2024
Section 329300	Plants Soils and Sod	October 16, 2024
DIVISION 33	UTILITIES	October 16, 2024

Section 330525

Location of Existing Utilities

October 16, 2024

.5 Addenda, if any:

Number	Date
Addendum 1	October 17, 2024
Addendum 2	October 28, 2024
Addendum 3	November 1, 2024
Addendum 4	November 12, 2024
Addendum 5	November 18, 2024
Addendum 6	November 19, 2024
Addendum 7	December 11, 2024.
Addendum 8	January 14, 2025
Addendum 9	January 24, 2025
Addendum 10	February 05, 2025

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.

(Paragraph deleted)

.6 Other Exhibits:

(Paragraphs deleted)

§ 9.2

(Paragraph deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

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

BIDDING AND CONTRACT REQUIREMENTS

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

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 08:51:20 ET on 02/19/2025 under Order No.3104238820 which expires on 04/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1298744921)

- § 9.2.2 Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.
- § 9.2.3 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
- § 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- § 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
- § 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.
- § 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

Owner: City of Mobile

Legal Name of Party to Contract:

Contractor: Harris Contracting Services, Inc.

OWNER (Signature)

CONTRACTOR (By Signature)

William S. Stimpson, Mayor

(Rows deleted)

(Printed name and title)

Brian Harris, 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 Brian Harris as President of Harris Contracting Services, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.

Sworn to and subscribed for me this 25 day of February, 2025.

NOTARY PUBLIC

My Commission Expires: 4/7/27



Init.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 08:51:20 ET on 02/19/2025 under Order No.3104238820 which expires on 04/30/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1298744921)

16



02/08/2025

Emma,

We acknowledge receipt of Addendum 10, which included the DBE forms that were not initially provided. We have reviewed, completed, and submitted the required forms as part of our bid submission.

Please confirm receipt at your earliest convenience. Let us know if any further information is needed.

Thank you for your time and consideration.

**Best regards,
Brian Harris
Owner**



CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967

205 Government Street, 5th Floor

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

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

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

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

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

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

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



CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

Section I. Information about your company
FORM 1: Background and Plan

Company	<i>HARRIS Contracting Services</i>
Address	5413 Lott Rd Eight Mile, AL 36613
Telephone	251-377-3132
E-Mail	brian@harriscontractingservices.com

RFP/RFQ Solicitation Number	
Project Description	Mims Park Restroom / Concession
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ☒ Female ☐ Minority ☒ Non-minority ☒ SDVO ☒
Total # of Employees	25

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Brian Harris
Signature: *Brian Harris* Date: 02/05/25
Title: President

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

Name: *Brian Harris* Title: President
Email: brian@harriscontractingservices.com Phone: 251-377-3132
Page 2 of 5
Subcontractor/Supplier Plan

4/5/2021



FORM 1: Background and Plan (Cont'd)

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

Please Print Company Harris Contracting Services Your Bid/Proposal Amount \$ 1030,000.00
 / / Description Mims Park Restroom / Concession
 Name of Bidder/Proposer: Harris Contracting Services Date: 02/05/2025

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

[illegible]



CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Harris Contracting Services

Contact Person: Brian Harris Phone 251-377-3132 Email brian@harriscontractingservices.com

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

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



CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

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

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

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Harris Contracting Services, Inc., 5413 Lott Rd., Eight Mile, AL 36613, hereinafter called the Principal, and Merchants National Bonding, Inc., P.O. BOX 14498, DES MOINES, IA 50306 - 3498, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of One Million One Hundred Thirty Seven Thousand and 00/100 Dollars (\$1,137,000.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the ____ day of _____, 2025 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Mims Park - Athletic Restroom/Concession (PR-048-24b) 5400 Grishilde Drive Mobile, AL 36693, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

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

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

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025.

CONTRACTOR AS PRINCIPAL

Company: Harris Contracting Services, Inc.
(Corporate Seal)

By: _____

(Signature)

Name and Title: BRIAN HARRIS President**SURETY**

Company: Merchants National Bonding, Inc.
(Corporate Seal)

By: _____

(Signature)

Name and Title: Thomas J. Bole, Attorney-in-Fact
& AL Resident Agent

Resident Agent: _____

(Signature)

Name and Title: Thomas J. Bole, Attorney-in-Fact & AL Resident AgentCompany Name: CAC AgencyAddress: 115 Office Park Dr.Birmingham, AL 35223Phone and Fax: 205-874-1315

Owner's Representative: Carleen Stout

REAM Dept Director

PO Box 1827

Mobile, AL 36633

251-208-7454

Performance Bond

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Bruce S Denson Jr; Grace Brown; Grantland Rice III; Gregg A Tatum; Sharon E Griffith; Thomas J Bole

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.



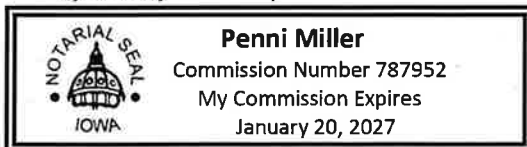
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

Penni Miller
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____



William Warner Jr.
Secretary

LABOR AND MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor Harris Contracting Services, Inc., 5413 Lott Rd., Eight Mile, AL 36613, as Principal, and Merchants National Bonding, Inc., P.O. BOX 14498, DES MOINES, IA 50306 - 3498, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of One Million One Hundred Thirty Seven Thousand and 00/100 Dollars (\$1,137,000.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2025 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Mims Park - Athletic Restroom/Concession (PR-048-24b) 5400 Grishilde Drive Mobile, AL 36693, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED**, however, that this bond is subject to the following conditions and limitations.

- (a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint Thomas J. Bole, **Attorney-in-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.
- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025

CONTRACTOR AS PRINCIPAL

Company: Harris Contracting Services, Inc.
(Corporate Seal)

By: _____

(Signature)

Name and Title: BRIAN HARRIS President**SURETY**

Company: Merchants National Bonding, Inc.
(Corporate Seal)

By: _____

(Signature)

Name and Title: Thomas J. Bole, Attorney-in-Fact & AL Resident Agent

Resident Agent: _____

(Signature)

Name and Title: Thomas J. Bole, Attorney-in-Fact & AL Resident AgentCompany Name: CAC AgencyAddress: 115 Office Park Dr.Birmingham, AL 35223Phone and Fax: 205-874-1315

Owner's Representative: Carleen Stout
REAM Dept Director
PO Box 1827
Mobile, AL 36633
251-208-7454

Labor and Material Payment Bond

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Bruce S Denson Jr; Grace Brown; Grantland Rice III; Gregg A Tatum; Sharon E Griffith; Thomas J Bole

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024



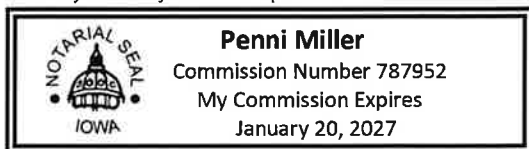
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

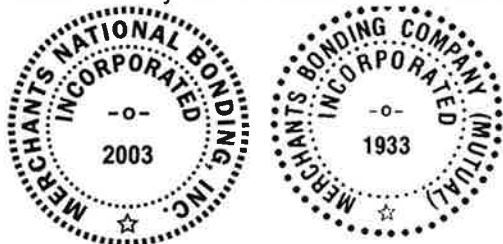


(Expiration of notary's commission does not invalidate this instrument)

[Signature]
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____



William Warner Jr.
Secretary



Company ID Number: 896028

Approved by:

Employer Harris Contracting Services, Inc.	
Name (Please Type or Print) Brian E Harris	Title
Signature Electronically Signed	Date 07/22/2015
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/27/2015



Company ID Number: 896028

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Harris Contracting Services, Inc.
Company Facility Address	117 Norton ave Saraland, AL 36571
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	474387520
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/24/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Guardian Insurance Agency, LLC P.O. Box 458 Saraland AL 36571	CONTACT NAME: Tracy Granade	
	PHONE (A/C, No, Ext): (251) 675-6501 FAX (A/C, No): (251) 675-6502	
	E-MAIL ADDRESS: guardianinsuranceagency@gmail.com	
INSURED Harris Contracting Services, Inc. 5413 Lott Rd. Eight Mile ,AL 36613	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Associated Industries Insurance Company	
	INSURER B: Progressive Specialty Insurance	
	INSURER C: StarStone National Insurance Company	
	INSURER D: Sheffield Fund / Evanston Insurance Company	
	INSURER E: American Zurich	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000	
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	☒ Contractual Liability	☒	☒	AES125462900	09-20-2024	09-20-2025	MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000	
	☐ POLICY ☒ PRO-JECT ☐ LOC					GENERAL AGGREGATE \$ 2,000,000	
	OTHER:					PRODUCTS - COMP/OP AGG \$ 2,000,000	
						\$	
B	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	☐ ANY AUTO					BODILY INJURY (Per person) \$	
	☐ OWNED AUTOS ONLY	☒	☒	974152214	10-09-2024	10-09-2025	BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ONLY	☐	☐				PROPERTY DAMAGE (Per accident) \$
	☐ NON-OWNED AUTOS ONLY					\$	
C	☒ UMBRELLA LIAB	☒				EACH OCCURRENCE \$ 5,000,000	
	☐ EXCESS LIAB	☐				AGGREGATE \$	
	☐ DED ☐ RETENTION \$	☒	☒	79505P242ALI	09-20-2024	09-20-2025	\$
							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A	600-2024-34095-00	01-01-2025	12-31-2025	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Builders Risk		ER78151000	02/24/2025	02/25/2025	\$1,137,000	

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

Project name: Mims Park- Athletic Restroom/ Concession Project Number: PR-048-24B

City of Mobile is included as an additional insured in respect to general liability, Auto liability, and Umbrella liability. All policies, Except workers compensation, shall primary and non contributory with any other insurance in force or which may be purchased by additional insured, waiver of subrogation applies in favor of City of Mobile with respects to general liability, auto liability, umbrella Liability and Workers Compensation and employers liability. 30 Day notice of cancellation, non renewal or material change shall apply (Except 10 Days for non pay)

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
Architectoral Engineering Department
P.O. Box 1827
Mobile, AL. 36633-1827

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

AUTHORIZED REPRESENTATIVE

Tracy Granade

<TG>

© 1988-2015 ACORD CORPORATION. All rights reserved.

BUILDERS RISK COVERAGE DECLARATIONS

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

☒ **New Policy** **ER78151000**
☐ **Renewal of**
☐ **Rewrite of**

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

THIS IS A COINSURANCE CONTRACT

Please read your policy.

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

1. Named Insured and Mailing Address:

Harris Contracting Services, Inc & The City of Mobile
5413 Lott Rd
Eight Mile, AL 36613

2. Producer Information:

A Name: US ASSURE INSURANCE SERVICES OF FLORIDA, INC.
P.O. BOX 10197
JACKSONVILLE, FL 32247-0197
B Telephone #
C Fax #
D Zurich Producer # A0095296
E Field Office Name
F Field Office Code

3. Policy Period – From: 02/25/2025 **To:** 02/25/2026
12:01 a.m. at your mailing address above.

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

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

☒ **SUPPLEMENTAL DECLARATIONS**

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

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

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

☒ **One-Shot (non-reporting form/single structure policy)**

☐ **1-4 Family Dwelling** ☒ **Commercial Structure**

Property Location

5400 Grishilde Drive
Mobile, AL 36693

New Construction

A) Any one building or structure \$ 1,137,000
B) All covered property at all locations \$ 1,137,000
(same as A unless otherwise noted)

Remodeling

D) Renovations and improvements \$
E) Existing buildings or structures \$
F) Rate \$ 0.55
G) Premium \$ 6,254.00
H) Total Taxes and Surcharges \$ 0.00
(per attached endorsement)

I) **Total Fully Earned Policy Premium** \$ 6,254.00
(minimum premium applicable)

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

7. Forms Applicable To This Coverage Part:

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

Countersigned: _____ Date _____ By: _____ Authorized Representative



AGENDA ITEM SUMMARY SHEET

Agenda of: March 18, 2025

Submitted by:

James Roberts, Sr Dir-Neighborhood Dev

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Four Moons LLC PSA Amendment Contract 2-18-25 (002)
2. 4 moons amendment resolution

REVIEWERS:

Lana Gauthier
Lana Gauthier

AMENDMENT TO AGREEMENT BETWEEN CITY OF MOBILE AND FOUR MOONS, LLC



This Amendment made and entered into this _____ day of _____, 2025.

BETWEEN the City: CITY OF MOBILE (hereafter City)
205 Government Street
P.O. Box 1827
Mobile, Alabama 36633

And: Four Moons, LLC (hereafter "Vendor")
8138 Cohn Street
New Orleans, Louisiana 70118

For the following matter: PSA with Four Moons, LLC

WHEREAS, City and Vendor entered into an Agreement dated September 20, 2022, with regard to OSD Compliance (hereafter "the Agreement") a copy of which is attached hereto; and

WHEREAS, Paragraph 3(b) of the Agreement provides that the said Agreement may be renewed for three (3) successive years each year at the option of the City. The City has renewed the Agreement for each of the option terms; and

WHEREAS, the City and Vendor desire and agree accordingly to amend the Agreement such that the Vendor, in its third option term shall expand the scope of work (called "System and Services" in the Agreement) to include that the Vendor shall create an application to facilitate compliance with employee interview requirements of the Davis-Bacon Act and Section 3 of the Housing and Urban Development Act of 1968.

NOW THEREFORE, the Parties agree as follows:

- 1.1 Paragraph 1(a) of the Agreement is amended herewith to include sub-section viii that the "Vendor shall create an application to facilitate compliance with the employee interview requirements of the Davis-Bacon Act and location based Section 3 hires of the Housing and Urban Development Act of 1968."
- 1.2 Paragraph 4 is amended herewith to include section (c) that the "Vendor shall provide the System and Services in paragraph 1(a)(viii) on an annual fixed fee basis. The annual fixed fee for the System and Services shall be Thirty Thousand Dollars and No/100 cents (\$30,000.00). This section operates collectively with section (a) of Paragraph 4, for a total contract amount of Seventy-Five Thousand Dollars and No/100 cents (\$75,000.00)

1.3 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, we have hereunto set our hands and seals on the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY _____
William S. Stimpson
Its Mayor

ATTEST:

BY _____
Its City Clerk

By _____

Its Authorized Agent

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that _____ whose name as AUTHORIZED AGENT of _____, is signed to the foregoing Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Contract, (s)he, 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 _____ day of _____, 20__.

(SEAL)

Notary Public
State of Alabama At-Large
My Commission Expires: _____

RESOLUTION

Sponsored by: Mayor William S. Stimpson

WHEREAS, the City of Mobile through its Office of Supplier Diversity within the Neighborhood Development Department administers the City's Disadvantaged Business Enterprise programs; and,

WHEREAS, Four Moons, LLC. was previously selected to provide professional services to the Office of Supplier Diversity which would allow the City to track contract opportunity marketing and participation toward goals set by the City Council; and

WHEREAS, the City has identified additional Agreement related services that Four Moons, LLC. has the ability to provide, specifically Davis-Bacon federal wage tracking and Section 3 low to moderate income worker job coordination updates through the City's existing website; and

WHEREAS, the City and Four Moons, LLC. have mutually agreed to amend the existing Agreement for these additional related services by increasing the amount an additional \$30,000 for a total not to exceed \$75,000;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor, or his designee, is authorized to act on behalf of the City of Mobile in executing the Amendment to the Agreement with Four Moons, LLC.

Adopted:

Lisa C. Lambert, City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 18, 2025

Submitted by:

Nicholas Amberger

Sponsored by:

Cory Penn, Councilmember
Joel Daves, Councilmember
Gina Gregory, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:

Approve reimbursable agreement with Board of Water and Sewer Commissioners of the City of Mobile for relocation of utility facilities. 2/27 per Jessica W., Brenda Rhodes removed from workflow

Amount of Contract:

\$244,100.00

Funding Source

ATTACHMENTS:

1. 2018-3005-26 Dauphin Street from W of I 65 at Springhill Mem Hospital (MAWSS)
Reimbursable Agreement

REVIEWERS:

Lana Gauthier
Lana Gauthier

RESOLUTION

Sponsored by: Mayor Williams S. Stimpson and Council members Cory Penn, Joel Daves and Gina Gregory

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

Name of Company: Board of Water and Sewer Commissioners of the City of Mobile
Project Name: Dauphin Street from West of I-65 at Springhill Memorial Hospital to Sage Ave
COM: 2018-3005-26
Estimated Cost: \$244,100.00
Adopted:

City Clerk

**REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES
ON PRIVATE OR PUBLIC RIGHT-OF-WAY
WORK TO BE DONE BY STATE CONTRACTOR**

☐ Private Right-of-Way ☒ Public Right-of-Way	PROJECT NUMBER CITY NUMBER CITY	STPMB-7533(601) 2018-3005-26 Mobile, AL
--	---------------------------------------	---

THIS AGREEMENT is entered into by and between the CITY of Mobile acting by and through its CITY COUNCIL, hereinafter referred to as the CITY, and Board of Water and Sewer Commissioners of the City of Mobile, hereinafter referred to as the UTILITY.

WITNESSETH:

WHEREAS, the CITY proposes a project of certain highway improvements in Mobile CITY, Alabama, said project being designated as Project No. STPMB-7533(601) and consisting approximately of the following: Access management and signal upgrades on Dauphin Street from west of I-65 at Springhill Memorial Hospital to Sage Avenue; and

WHEREAS, the UTILITY is the owner of certain facilities located on private or public right-of-way, as applicable, at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the CITY has determined that the relocation of the facilities hereinafter referred to is necessitated by the construction of said project and has requested or ordered, as applicable, the UTILITY to relocate same; and

WHEREAS, the Alabama Department of Transportation will use Federal funds allocated to the CITY, if available, that are provided to it by the Federal Highway Administration pursuant to 23 CFR 645 to reimburse the CITY'S expenses incurred in adjusting the utilities facilities;

NOW, THEREFORE, the parties hereto agree as follows:

1. The UTILITY, not being staffed or equipped to perform the relocation, requests that the relocation work be included in the Alabama Department of Transportation's Highway Construction Contract. The relocation of the facilities will be accomplished in accordance with and as shown by the UTILITY'S reproducible mylar plans, specifications, and estimate transmitted herewith and made a part hereof by reference. The estimated cost of the "In-Kind" relocation is \$ 244,100.00.

- a. The actual cost of relocation will not be reimbursed to the UTILITY but will be paid directly to the STATE'S contractor by the STATE as a part of its contract. A detailed itemized cost estimate will be transmitted herewith and made a part hereof by reference.
- b. The total actual cost of relocation, whether the facilities are on private or public right-of-way, shall be adjusted for betterment, if any, as defined and provided for in 23 CFR 645 above noted. Excluding betterment costs, the total estimated cost of relocation is \$ 244,100.00. The total estimated cost including betterment is \$ 244,100.00.
- c. If an adjustment for betterment is applicable, the UTILITY shall reimburse the Alabama Department of Transportation based on the percentage ratio of "in-kind" cost and "betterment" cost and being _____ percent of the total actual cost of relocation, as "in-kind" and the remaining _____ percent thereof shall be for the account of the UTILITY for betterment. If there are changes during construction and/or the actual construction cost percentage becomes substantially different from the construction estimate, the UTILITY reserves the right to recalculate the percentages at anytime.

2. The **UTILITY** will confirm to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this of this Agreement and is hereby made a part hereof by reference.

3. The **UTILITY** will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

4. The **UTILITY** will be notified by the **CITY** Project Engineer, twenty-four (24) hours in advance of the commencement of the facility adjustment by the **STATE** Contractor. The **CITY** Project Engineer shall have final authority in all matters affecting the work of the **STATE'S** Contractor. In the event the **UTILITY** has an Inspector on the project, such Inspector will not issue any instructions to the **STATE'S** Contractor. All instructions to the **STATE'S** Contractor with regard to the work provided for under this agreement will be issued by the **CITY** Project Engineer, after consultation with the **UTILITY** Inspector or Representative if found necessary by the **CITY** Project Engineer.

5. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the **UTILITY** as the provisions thereof are applicable hereto.

6. By signing this contract, the **CITY** and **UTILITY** 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.

7. The **UTILITY** will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The **UTILITY** will procure and pay for all licenses and permits that are necessary for its performance of the work.

8. Where the **UTILITY** has a compensable property interest in its existing location (herein referred to as private right-of-way) by reason of holding the fee, an easement or other property interest, evidence of such compensable property interest shall be attached hereto and made a part of this Agreement.

9. If the **UTILITY** is required to move all of its facilities from a portion of its private right-of-way, upon completion of the relocation provided for herein, the **UTILITY** will convey to the **CITY** by Quitclaim Deed the portion of its private right-of-way located within the right-of-way limits of the above referenced project.

10. In the event the **UTILITY** is required to relocate any of its facilities which are located on its private right-of-way to a new location on public right-of-way or if any such facilities are to be retained in place within the public right-of-way due to this project, the following provisions will apply:

- a. The cost of relocation will include reimbursement for acquisition of right-of-way by the **UTILITY** to place necessary guy wires and anchors on private lands adjacent to the highway right-of-way and the rights to cut, trim and remove, initially and from time to time as necessary, trees on private lands adjacent to the highway right-of-way which might then or thereafter endanger the facilities of the **UTILITY**.
- b. Reimbursement for future relocation of the **UTILITY'S** facilities will be in accordance with **STATE** law in effect at the time such relocation is made; provided, however, the **UTILITY** will be reimbursed for the cost of any future relocation of the facilities, including the cost of acquisition of equivalent private right-of-way if such future relocation is outside the highway right-of-way and such relocation is required by the **CITY**, and provided that the prior relocation from private right-of-way to public right-of-way was without compensation to the **UTILITY** for its compensable property interest in its private right-of-way.

11. The **UTILITY** will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the **UTILITY**, its agents, servants, employees or facilities.

12. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the **CITY** to the public right-of-way nor to increase, decrease or modify in any way the rights of the **UTILITY** provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

13. Paragraph 14 set forth below is applicable to this Agreement only if Federal appropriated funds are available or will be available in the project by which the relocation required by this Agreement is necessitated.

14. In the event any Federal Funds are utilized for this work, the following certification is made: The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized, and this agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the State Local Transportation Engineer.

Board of Water and Sewer Commissioners of the City of Mobile

WITNESS:


 Russell Lomax

BY:

(Legal Name of Utility)

(Signature)

Billy J. McCrory, Jr.

(Type or Printed Name)

Director

(Type or Printed Title)

4725 Moffett Road

(Address)

Mobile, AL 36618

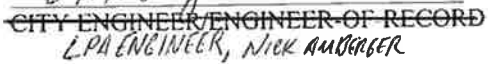
(Address)

251.694.3150

(Telephone)

RECOMMENDED FOR APPROVAL:

BY:


~~CITY ENGINEER/ENGINEER-OF-RECORD~~
 LPA ENGINEER, NICK AMBARGER

BY:

REGION ENGINEER

CITY OF Mobile

BY:

MAYOR

APPROVED:

BY:

STATE LOCAL TRANSPORTATION ENGINEER

DATE:



Mott MacDonald Alabama, LLC
107 Saint Francis Street Suite 2900
Mobile, Alabama 36602

Project Total **\$244,100.00**

Project No. **STPMB-7533(601)**

Owner: **CITY OF MOBILE**

Proj. Descr. **DAUPHIN STREET IMPROVEMENTS**

HMM Proj.: **502391185**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
206D-030	REMOVING UTILITY LINE	581	LINEAR FOOT	\$40.00	\$23,240.00
641A-748	8 INCH PVC WATER MAIN LAID	612	LINEAR FOOT	\$75.00	\$45,900.00
641C-500	DUCTILE IRON FITTINGS	633	POUND	\$20.00	\$12,660.00
641D-500	FIRE HYDRANT	7	EACH	\$10,000.00	\$70,000.00
641J-518	8 INCH GATE VALVE WITH BOX	1	EACH	\$4,000.00	\$4,000.00
641L-500	CONCRETE FOR WATER MAINS (THRUST BLOCKS)	5	CUBIC YARD	\$500.00	\$2,500.00
641M-514	8 INCH RETAINER GLAND	29	EACH	\$200.00	\$5,800.00
641T-512	8 INCH LINE STOP	2	EACH	\$12,000.00	\$24,000.00
641O-520	8 INCH X 8 INCH TAPPING VALVE AND SLEEVE	2	EACH	\$10,000.00	\$20,000.00
645K-500	MANHOLE FRAME AND COVER RESET	3	EACH	\$1,000.00	\$3,000.00
	TEAM INSERTION VALVE	2	EACH	\$16,500.00	\$33,000.00

Project Total: \$244,100.00

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
STPMB-7533(601) 2018-3005-26	2025	120



ALABAMA POWER	LUIS MCMURPHY (251) 694-2008
AT&T	MIKE SMITH (251) 680-1672
COMCAST	KURT SPENCE (251) 470-0966
MAWSS	DARREL RUSSELL (251) 694-3191
SPIRE	JOSHUA LESSLEY (251) 450-4635

REVISIONS:

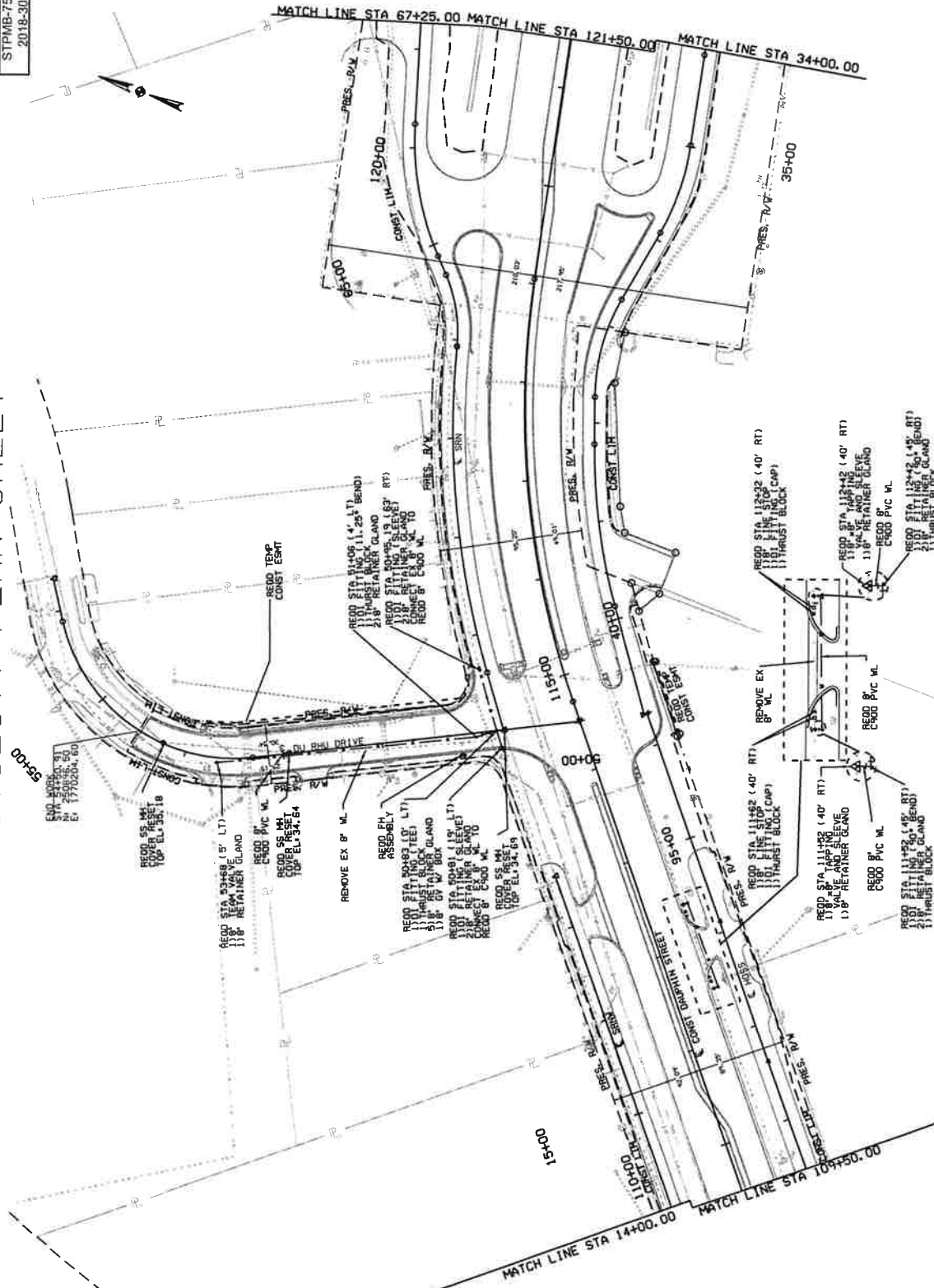
HORIZONTAL SCALE (FEET)

SHEET TITLE

ROUTE	DAUPHIN
-------	---------

UTILITY PLAN SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
STPMB-753(601)	2025	121
2018-3005-26		



ALABAMA DEPARTMENT OF TRANSPORTATION 	REVISIONS:	PLANS PREPARED BY:	SCALE (FEET)  HORIZ	SHEET TITLE UTILITY PLAN SHEET	ROUTE DAUPHIN ST
	SUBMITTAL O/E REVIEW	MOTT MACDONALD			

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
STPMB-7533(601) 2018-3005-26	2025	122



HORIZ



SCALE (FEET)

PLANS PREPARED BY:
MOTT MACDONALD

PLAN SUBMITTAL	O/E	REVIEW
-------------------	-----	--------

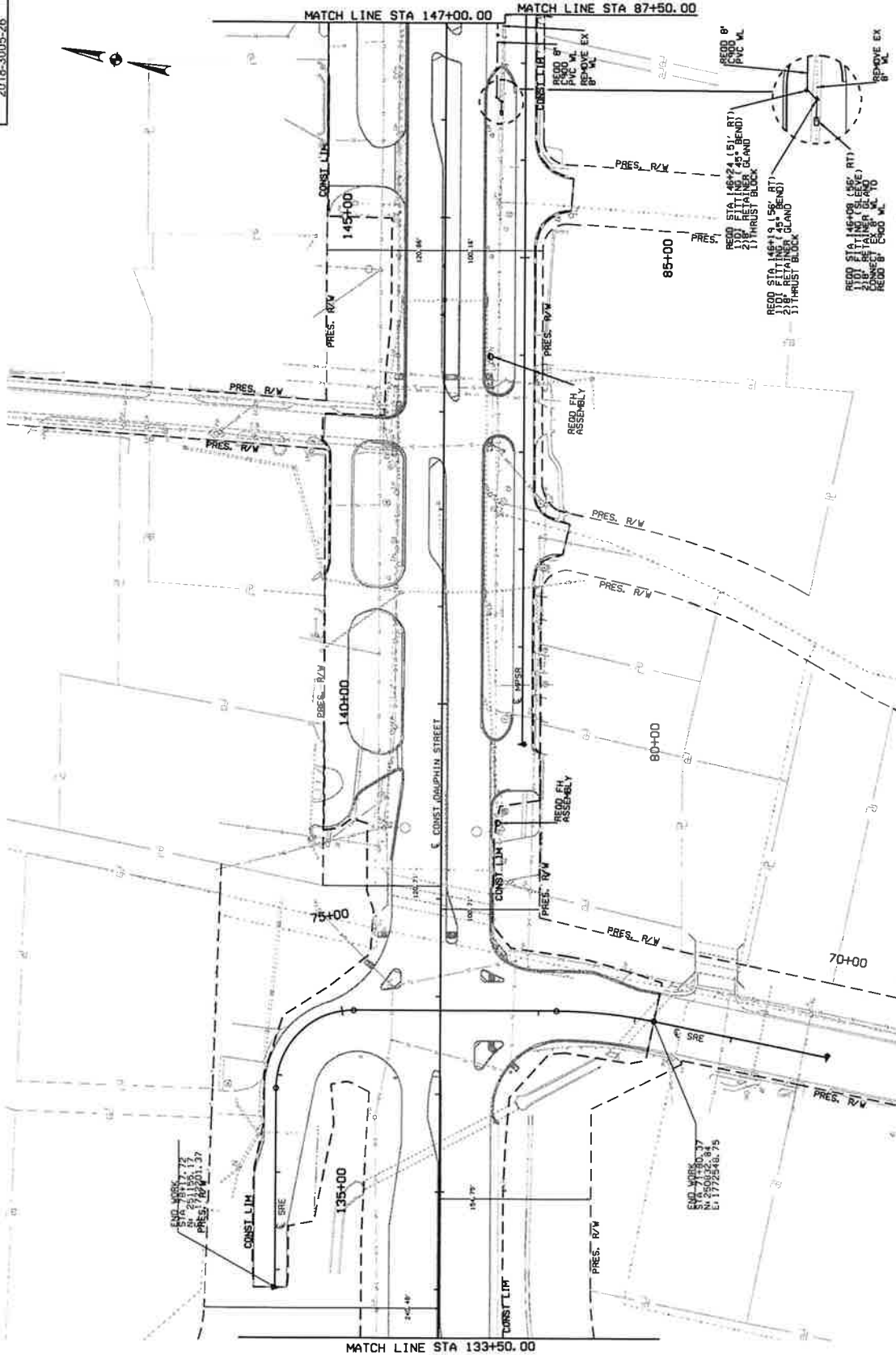
REVISIONS:



ALABAMA DEPARTMENT
OF TRANSPORTATION

UTILITY PLAN SHEET

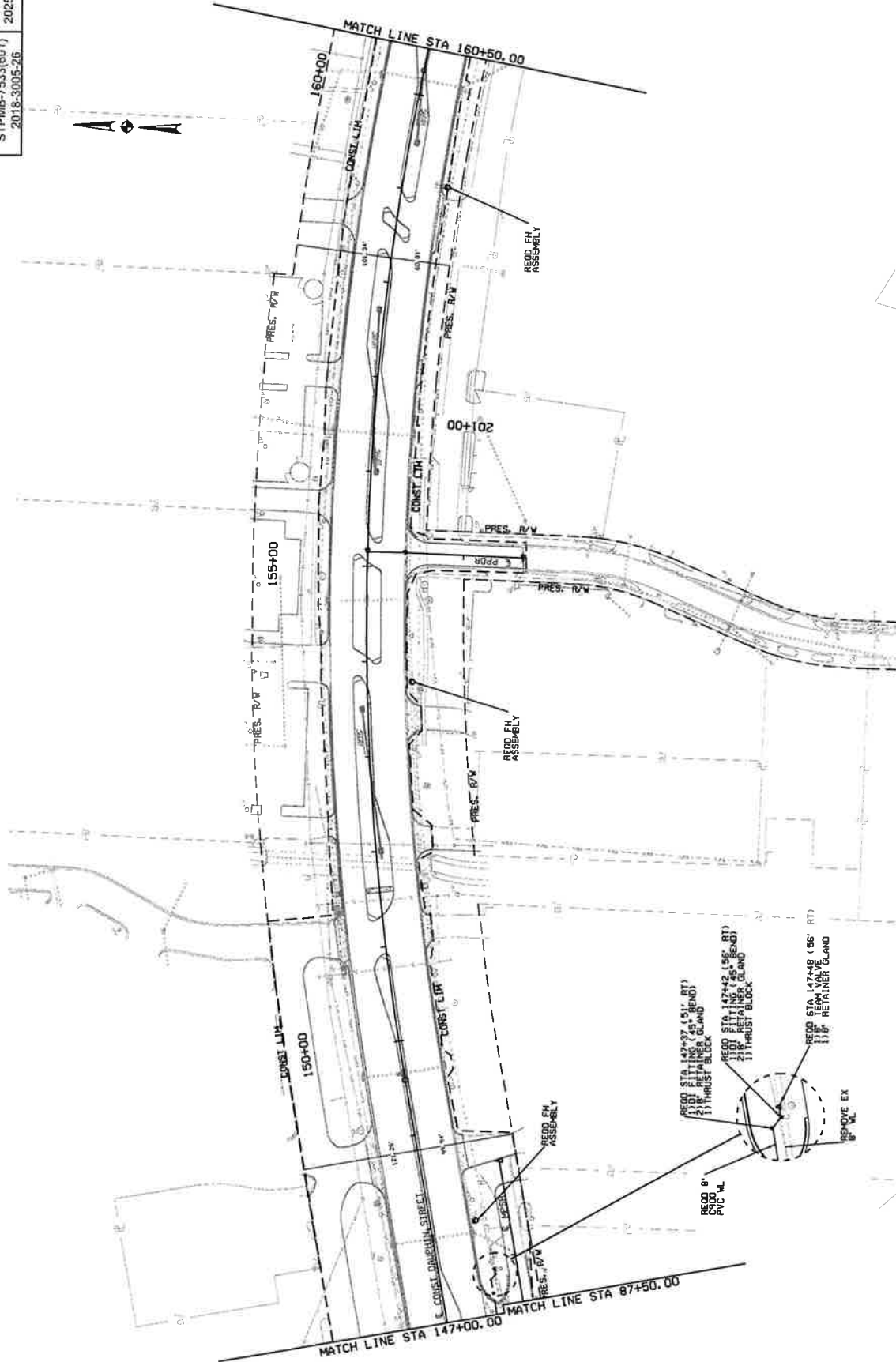
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
STPMB-7533(601)	2025	123
2018-3005-26		



ALABAMA DEPARTMENT OF TRANSPORTATION	REVISIONS:		PLANS PREPARED BY: MOTT MACDONALD	SCALE (FEET)	SHEET TITLE UTILITY PLAN SHEET	ROUTE DAUPHIN ST
	PLAN SUBMITTAL	O/E REVIEW				

UTILITY PLAN SHEET

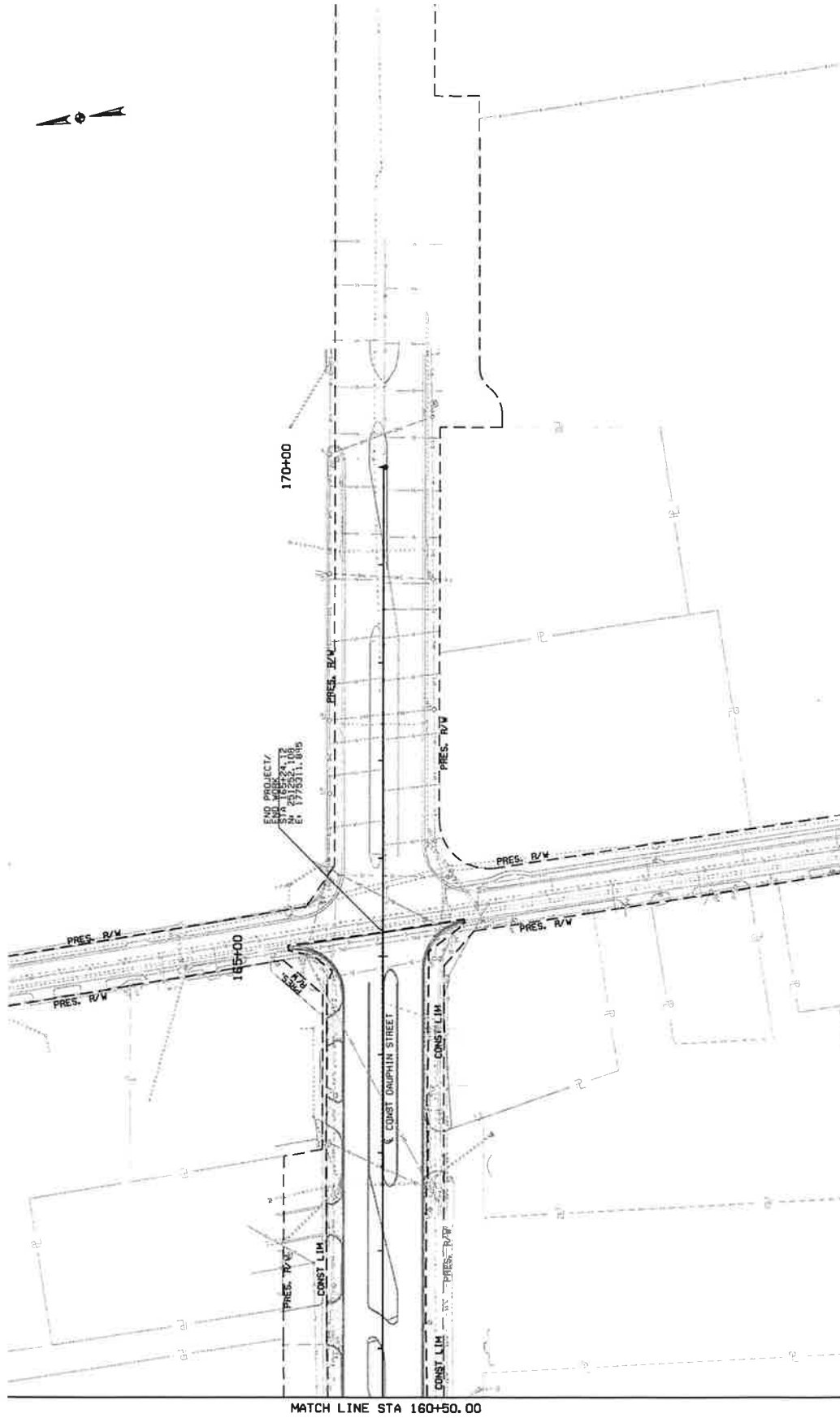
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
STPMB-753(601)	2025	124
2018-3005-26		



ALABAMA DEPARTMENT OF TRANSPORTATION	REVISIONS:	PLAN SUBMITTAL O/E REVIEW	PLANS PREPARED BY: MOTT MACDONALD	SCALE (FEET) HORIZ	SHEET TITLE UTILITY PLAN SHEET	ROUTE DAUPHIN ST

UTILITY PLAN SHEET

REFERENCE PROJECT NO.	FISCAL YEAR	SHEET NO.
STPMB-7533(601)	2025	125
2018-3005-26		

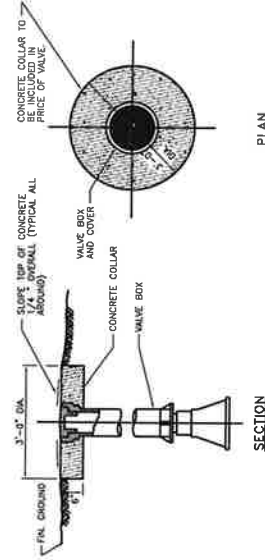


ALABAMA DEPARTMENT OF TRANSPORTATION	REVISIONS:	PLAN SUBMITTAL	PLANS PREPARED BY: MOTT MACDONALD	SCALE (FEET) HORIZ	SHEET TITLE UTILITY PLAN SHEET	ROUTE DAUPHIN ST

UTILITY PLAN DETAILS

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
STPM-B-7533(601)	2025	126
2018-2005-26		

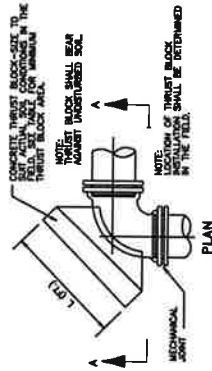
TYPICAL THRUST BLOCKS			
MINIMUM THRUST BLOCK AREA SQ. FT. L (FT.) X H (FT.)	90° BENDS	TEES, DEAD ENDS, OR 45° BENDS	22 1/2° BENDS
INSIDE DIA. PIPE LINE IN INCHES			
6"	3.0	4.0	1.0
8"	3.5	4.75	1.25
10"	4.5	6.0	1.5
12"	5.5	7.5	1.875
14"	6.5	9.0	2.25
16"	8.0	11.0	2.75
18"	10.0	14.0	3.5
20"	12.0	17.0	4.25
22"	14.0	20.0	5.0
24"	16.0	24.0	6.0
26"	18.0	28.0	7.0
30"	22.0	34.0	8.5
36"	28.0	43.0	10.75
42"	34.0	53.0	13.25
48"	40.0	64.0	16.0
54"	46.0	75.0	18.75
60"	52.0	86.0	21.5



PLAN

SECTION

VALVE BOX COLLAR DETAIL



PLAN

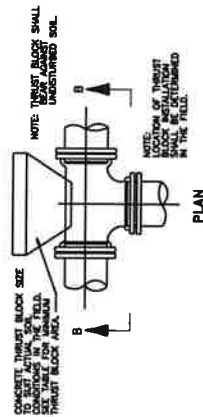
SECTION

TYPICAL THRUST BLOCK DETAIL FOR BENDS



SECTION A-A

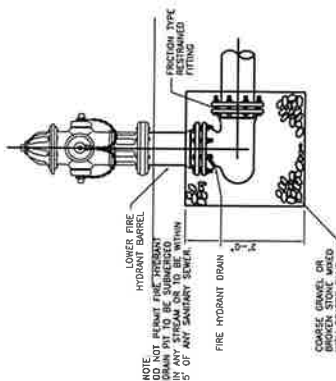
TYPICAL THRUST BLOCK DETAIL FOR TEES



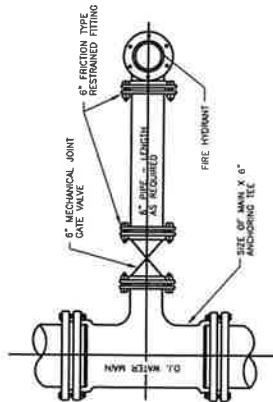
PLAN

SECTION B-B

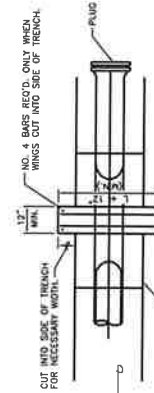
TYPICAL THRUST BLOCK DETAIL FOR TEES



TYPICAL FIRE HYDRANT DRAIN PIT



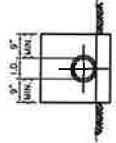
FIRE HYDRANT CONNECTION TO WATER MAIN (TYPICAL)



PLAN

SECTION

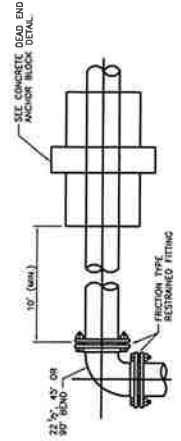
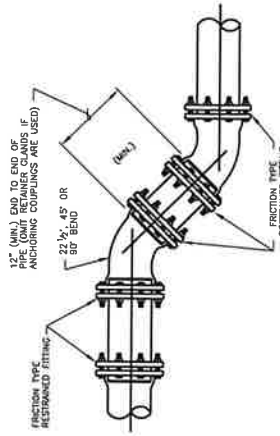
CONCRETE DEAD END ANCHOR BLOCK DETAILS



FRONT ELEVATION

SECTION

ANCHORING OF VERTICAL OR HORIZONTAL BENDS WHERE THRUST BLOCKS ARE NOT DESIRED



ANCHORAGE OF BENDS WHERE THRUST BLOCKS ARE NOT DESIRED - DEAD END ANCHORS

ALABAMA DEPARTMENT OF TRANSPORTATION	REVISIONS:	PLANS PREPARED BY: MOTT MACDONALD	NOT TO SCALE	SHEET TITLE UTILITY PLAN DETAILS	ROUTE DAUPHIN ST



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 18, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sunbelt Fire Inc for fire bunker gear, boots, and helmets for MFRD.

Amount of Contract:

\$67,655.00

Funding Source

General fund and EMS expense.

ATTACHMENTS:

1. 20250306 Sunbelt Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 11 March 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 fire bunker gear, boots, and helmets
for MFRD.

General fund and EMS expense

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$67,655.00

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>20758</u>	2025	(1510) FIRE ADMINISTRATION	12 SETS OF FIRE BUNKER GEAR (COATS AND PANTS), 18 PAIRS OF LEATHER FIRE BOOTS, AND 25 FIRE HELMETS FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$67,655.00	(<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 00020758-00 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

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

FAIRHOPE, AL 36532

MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Tel#251-928-9917
 Fax 251-928-9933

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/26/25	198904				FIRE ADMINISTRATION

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

General Notes

001 AS PER QUOTE Q-33265 AND HGAC EE11-24 FIRE PROTECTION CLOTHING: GLDC364-J Gxcel Coat, PBI Max, Glide Ice PBI G2, Stedair Gold; per quote Q-33265 Vendor Item	12.00 EACH	2215.00000	26580.00
---	---------------	------------	----------

1 1000.30.15.1510.1522.1510.0000.0000.44020.	26580.00
--	----------

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

002 FIRE PROTECTION CLOTHING: GLFC364-J Pant System, PBI Max, Glide Ice PBI G2, Stedair Gold; per quote Q-33265	12.00 EACH	1660.00000	19920.00
--	---------------	------------	----------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020758-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 2
--	--	--------

Vendor SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/26/25	198904				FIRE ADMINISTRATION

LN	Description / Account Vendor Item	Qty	Unit Price	Net Price
1	1000.30.15.1510.1522.1510.0000.0000.44020.			3420.00
2	6120.70.15.0000.0000.1510.0000.0000.44020.			16500.00

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	GL1201420 Leather 14" Pull on Boot; per quote Q-33265 Vendor Item	18.00 EACH	585.00000	10530.00
1	6120.70.15.0000.0000.1510.0000.0000.44020.			10530.00

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020758-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved
--	--

Page 3

Vendor
 SUNBELT FIRE INC
 8050 MCGOWIN DRIVE

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

FAIRHOPE, AL 36532

MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Tel#251-928-9917
 Fax 251-928-9933

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/26/25	198904				FIRE ADMINISTRATION

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

004 HAT/HELMET SAFETY INC FIRE HELmet: MSA10247315 Stock Black 1836, Defender, Blk Nomex Earlaps, Carved Brass Eagle; per quote Q-33265 Vendor Item	25.00 EACH	425.00000	10625.00
--	---------------	-----------	----------

1 6120.70.15.0000.0000.1510.0000.0000.44020.	10625.00
--	----------

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

[Requisition Link](#)

Requisition Total

67655.00

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020758-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved
--	--

Page 4

Vendor
 SUNBELT FIRE INC
 8050 MCGOWIN DRIVE

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

FAIRHOPE, AL 36532

MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Tel#251-928-9917
 Fax 251-928-9933

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/26/25	198904				FIRE ADMINISTRATION

Account	Amount	Remaining Budget
Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.44020.		
	30000.00	5670455.96
FIRE SUPPRESSION DIV EXP OPERATING SUPPLIES		
6120.70.15.0000.0000.1510.0000.0000.44020.		
	37655.00	2303451.95
EMERGENCY MEDICAL SVCS EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	03/06/25	DONALD ROSE	Auto approved by: 910520704
Approved	03/06/25	SANDRA LEWIS	Auto approved by: 910520704
Approved	03/06/25	STEVEN KRONINGER	Auto approved by: 910520704
Approved	03/06/25	SAMANTHA COOLEY	
Approved	03/06/25	LONELL HARRIS	Auto approved by: 910520704
Approved	03/06/25	ANNE FOLEY	Auto approved by: 910520704
Approved	03/06/25	JOHN PAINE	Auto approved by: 910520704

Authorized By: _____ Date: _____
 Signature



Emergency Medical, Safety, and Rescue Equipment

Contract Information

Contract Number

EE11-24

Effective Dates

11/01/2024 - 10/31/2028

Contract Details

A. Emergency Medical Equipment: comprehensive range of emergency medical response equipment and supplies including all types of defibrillators, work/public access automatic external defibrillators (AEDs), chest compression systems, patient monitoring equipment and supplies, patient transport equipment and supplies, patient treatment equipment and supplies, medical kits and bags, and other miscellaneous emergency medical equipment and supplies.

B. Emergency Safety Equipment: comprehensive range of emergency safety equipment including electronic personnel accountability systems and equipment, EMS/Fire/Law Enforcement personal protective equipment (PPE), turnout gear including coats, gloves, helmets, pants, etc., decontamination products and equipment, miscellaneous personal safety equipment and supplies, and other miscellaneous emergency safety equipment and supplies.

C. Emergency Rescue Equipment: comprehensive range of emergency rescue equipment and tools including all types of spreaders, cutters, and combination units, all types of rescue saws, thermal imaging equipment, drone and unmanned aerial vehicle (UAV) equipment, rams, shoring/stabilizing equipment, hoses and related equipment, breathing air systems and equipment, self-contained breathing apparatus (SCBA), portable lights, portable blowers and fans, air lift rescue equipment, all types of water rescue equipment including ice rescue, swift water rescue and flood rescue equipment, flood response equipment and supplies, and other miscellaneous emergency rescue and response equipment and supplies.

Note: Use of this contract may require an additional competitive step. Click here for details (</about/how-to-make-purchases.aspx>)

View Contacts (</contracts/contact-information?contractid=1138>)

[View Documents \(/contracts/documents?contractid=1138\)](/contracts/documents?contractid=1138)

[Return to Products & Services \(/products-and-services?contractid=1138\)](/products-and-services?contractid=1138)

All Products

Search Products				
Description	Code	Manufacturer	Price	Discount
3M ScottFire Safety Price List - Effective May 1, 2024 (/products-and-services/view-product?productid=38731)		3M Company		15%
Accessories, anchors, ascenders, carabiners, connectors, descenders, hardware, rigging, harness fall arrest equipment, working positioning equipment, suspension equipment, hauling & evacuation, headlamps, helmets, kits, lanyards, packs, pulleys, rope, knives. (/products-and-services/view-product?productid=38687)		Petzl		10%
Arctic Compressor 2024 - Breathing air compressor systems (\$175.00/HR Installation) (/products-and-services/view-product?productid=38694)		Arctic Compressors		2%
Adapters, etc. - MES-Kochek 2024 List Price List (/products-and-services/view-product?productid=36341)		Kochek		25%
Adapters, Valves, Caps, Elbows, Flow Meters, Eductors, & Gated Wyes (/products-and-services/view-product?productid=36499)		Task Force Tips (TFT)		25%
Adapters, Valves, Caps, Elbows, Hose Equipment, SCBA Bracket / Straps, & Wrenches (/products-and-services/view-product?productid=36512)		Task Force Tips (TFT)		Varied by product line/catalog
Adapters, Valves, Caps, Elbows, Hose Equipment, SCBA Bracket / Straps, & Wrenches (/products-and-services/view-product?productid=36497)		South Park Brass		5%

AED devices, accessories, and training products (/products-and-services/view-product?productid=36395)	Cubix Safety, Stryker, HeartSine, ZOLL Medical, Cardiac Science, Defibtech, Philips, SafetyMed	Varied by product line/catalog
AED Unit Semi-Automatic AED Plus Electrode Pads Contact (/products-and-services/view-product?productid=36280)	Zoll Medical	10%
AED, CPR, BBP training (/products-and-services/view-product?productid=36398)	SafetyMed	10%
Air Compressor (/products-and-services/view-product?productid=36444)	Arctic Compressor	5%
Air Hammers (/products-and-services/view-product?productid=36439)	Ajax Rescue Tools	5%
All Hose - MES-Kochek 2024 List Price List (/products-and-services/view-product?productid=36340)	Kochek	24%
All lighting Products (/products-and-services/view-product?productid=36508)	Whelen	5%
Anchor devices, Apparel, bags, packs, belts, carabiners, cord, edge protection, gloves, hardware, harnesses, helmets, kits, manuals & guides, miscellaneous, patient care & transport, personal gear, pulleys, rope, bags, straps & lanyards, tripods, water rescue, webbing, winches. (/products-and-services/view-product?productid=38681)	CMC	10%
Ascenders, Escape Kits, Confined Space Rescue & Rescue Equipment (/products-and-services/view-product?productid=36486)	Rescue Tech	5%
Assorted emergency response clothing, footwear, and equipment (/products-and-services/view-product?productid=36397)	Ironwear	25%
Assorted emergency response clothing, gear, and uniforms (/products-and-services/view-product?productid=36366)	5.11	16%
Assorted emergency response clothing, gear, and uniforms (/products-and-services/view-product?productid=36367)	Armor Express	20%

Assorted emergency response clothing, gear, and uniforms (/products-and-services/view-product?productid=36368)	Black Diamond	18%
Assorted emergency response clothing, gear, and uniforms (/products-and-services/view-product?productid=36369)	Fechheimer	4%
Assorted emergency response clothing, gear, and uniforms (/products-and-services/view-product?productid=36370)	Firecraft	3%
Assorted emergency response clothing, gear, and uniforms (/products-and-services/view-product?productid=36374)	Shelby	10%
Assorted emergency response clothing, gear, and uniforms (/products-and-services/view-product?productid=36375)	Weinbrenner/Thorogood	15%
Assorted emergency response clothing, gear, and uniforms (/products-and-services/view-product?productid=36371)	HAIX	15%
Assorted emergency response clothing, gear, and uniforms (/products-and-services/view-product?productid=36373)	Lion	10+%
Assorted emergency response clothing, gear, and uniforms (/products-and-services/view-product?productid=36372)	Kappler	3%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36388)	Pelican	14%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36389)	Rescue 42	4%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36384)	Enforcer	5%

Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36390)	SEEK	2%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36392)	Streamlight	24%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36380)	Elkhart Brass	31%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36391)	Shelby	10%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36393)	SuperVac	20%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36386)	Kochek	28%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36394)	Zico	6%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36376)	Akron Brass	31%

Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36377)	Ansul	11%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36378)	Arctic Compressors	1%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36379)	CET	11%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36381)	Euramco-Ramfan	12%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36382)	Fire Service Plus	5%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36383)	Fireade	5%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36385)	Key	28%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36387)	National Foam	3%
Auto Crib It (/products-and-services/view-product?productid=36483)	Power Hawk	5%

Bear Training Solutions MSRP 2024 (/products-and-services/view-product?productid=38695)	Bear Training Solutions	0%
Belts, Suspenders, Radio Holders (/products-and-services/view-product?productid=36409)	Boston Leather	5%
Black Diamond 2024 MSRP (/products-and-services/view-product?productid=38696)	Black Diamond	10%
Blowers, Fans, Fire Blankets, Thermal Imagers, & Foam Equipment (/products-and-services/view-product?productid=36502)	Tempest	5%
Boots (/products-and-services/view-product?productid=36419)	HAIX	5%
Boots (/products-and-services/view-product?productid=36408)	Black Diamond	5%
Boots, Gloves, Helmets, & Eyewear (/products-and-services/view-product?productid=36411)	CMC	10.00%
Brackets, Bags, Tarps, & SCBA Storage (/products-and-services/view-product?productid=36511)	Ziamatic Corp	5%
Breathing Air Compressor and Fill Equipment (/products-and-services/view-product?productid=38672)	Eagle Air, Inc.	0%
Breathing Air Filtration Equipment (/products-and-services/view-product?productid=38678)	Air Systems	10%
Breathing Air System (/products-and-services/view-product?productid=36489)	SCBAS	5%
Brocco RANKIN 2024 MSRP (/products-and-services/view-product?productid=38697)	Broco Rankin	15%
Bullard Helmets 2024 MSRP Price List (/products-and-services/view-product?productid=38698)	Bullard Helmets	26%
Bullard Thermal Imager 2024 MSRP Price List (/products-and-services/view-product?productid=38699)	Bullard Imagers	7%

Certification, training, accessories, cameras, breach accessories, thermal monoculars, thermal cameras & accessories. (/products-and-services/view-product?productid=38682)	Flir Teledyne	10%
Chemical Suits, Hand & Arm Protection, Safety Vest/Coats (/products-and-services/view-product?productid=36422)	Lakeland	5%
Chisels, Kits, Accessories, Structural Collapse Equipment (/products-and-services/view-product?productid=38679)	Ajax Rescue Tools	10%
CMC Rescue Products (/products-and-services/view-product?productid=36285)	CMC Rescue	5%
Command Light Products (/products-and-services/view-product?productid=36312)	Command Light	10%
Complete RescueONE catalog of rescue boats and options (/products-and-services/view-product?productid=38673)	RescueONE	1%
Compressors, Fill Stations, Cylinders (/products-and-services/view-product?productid=36351)	MES-RevolveAir	0%
Confined space communication equipment & replacement parts (/products-and-services/view-product?productid=38689)	Rescom	10%
Connected Safety Systems for fixed facility & Mobile Lone Workers (/products-and-services/view-product?productid=38677)	Grace Industries	5%
Council Tools Products (/products-and-services/view-product?productid=36303)	Council Tools	15%
Couplings, Adapters, Valves, Nozzles & Fire Equipment (/products-and-services/view-product?productid=36485)	Red Head Brass	5%
Covert Armor Products (/products-and-services/view-product?productid=36294)	Covert Armor	40%
CrewBoss Products (/products-and-services/view-product?productid=36296)	CrewBoss	8%
Cribbing, Blocking, & Grain Bin Rescue (/products-and-services/view-product?productid=36505)	Turtle Plastics	5%

Curaplex Stop the Bleed Kit (/products-and-services/view-product?productid=36283)	North American Rescue	10%
Decon Products (/products-and-services/view-product?productid=36432)	SC Products	5%
Decon Shower & Pools (/products-and-services/view-product?productid=36421)	Husky Portable Containment	15%
Decontamination (/products-and-services/view-product?productid=36252)	FSI	9%
Decontamination (/products-and-services/view-product?productid=36246)	Decon7 Systems	8%
Decontamination, misc. safety equipment, flood equipment (/products-and-services/view-product?productid=36266)	Spill Tech	7%
Delta Fire & Safety Products and Services (/products-and-services/view-product?productid=36284)	Delta Fire & Safety	0%
DQE MSRP Price List - 2024 (/products-and-services/view-product?productid=38700)	DQE Haz-Mat	2%
Dragon Fire Products (/products-and-services/view-product?productid=36297)	Dragon Fire	10%
Drones and unmanned aerial vehicles (/products-and-services/view-product?productid=36275)	Fotokite	8%
Elbows, Adapter, Fittings, & Valves (/products-and-services/view-product?productid=36504)	Trident Emergency Products	20%
Elbows, Adapters, fittings & Valves (/products-and-services/view-product?productid=36514)	Trident Emergency Products	20%
Emergency rescue & safety equipment (/products-and-services/view-product?productid=38692)	Yates	10%
Emergency rescue equipment (/products-and-services/view-product?productid=38691)	Team	10%
Emergency Safety Equipment, PPE, boots (/products-and-services/view-product?productid=36279)	Black Diamond Group, Inc.	5%

Equipment, Hose, & Couplings (/products-and-services/view-product?productid=36506)	U.S. Coupling	5%
Escape Bags, Hose Straps, & Ladder Boots (/products-and-services/view-product?productid=36438)	343 Fire	5%
Euramco Ramjet 2024 MSRP PL (/products-and-services/view-product?productid=38701)	Euramco Ramjet Fans	5%
Extinguishers (/products-and-services/view-product?productid=36447)	Buckeye Fire Equipment	5%
Extrication and rescue equipment (/products-and-services/view-product?productid=36270)	AMKUS Rescue Systems	5%
Extrication and rescue equipment (/products-and-services/view-product?productid=36271)	DeWalt	5%
Extrication Edraulic Tools: Cutters, Spreaders & Rams - Extrication Edraulic Tools: Cutters, Spreaders & Rams (/products-and-services/view-product?productid=36332)	Hurst Jaws of Life	13%
Extrication High Pressure Tools: Cutters, Spreaders & Rams - Extrication High Pressure Tools: Cutters, Spreaders & Rams (/products-and-services/view-product?productid=36333)	Hurst Jaws of Life	5%
Extrication Rescue Tools: Cutters, Spreaders & Rams (/products-and-services/view-product?productid=36326)	Genesis	9%
Fans (Battery, Gas & Electric), Smoke Ejectors & Saws (/products-and-services/view-product?productid=36359)	SuperVac	9%
Fans, Saws, etc. (/products-and-services/view-product?productid=36361)	Tempest	20%
FAST Rescue Solutions Price List 2024 (/products-and-services/view-product?productid=38702)	FAST Rescue Solutions	0%
Fire & Law Enforcement Body Armor (/products-and-services/view-product?productid=36327)	GH Armor	30%
Fire & Law Enforcement Body Armor Vests, Shields, etc. (/products-and-services/view-product?productid=36353)	PointBlank	38%

Fire Blankets (/products-and-services/view-product?productid=36278)	Bridgehill Fire Blankets	15%
Fire Department, EMS & Law Enforcement Uniforms - MES-SuperVac 2024 List Price List (/products-and-services/view-product?productid=36348)	MES	0%
Fire Helmets (/products-and-services/view-product?productid=36322)	Bullard	26%
Fire Helmets - MES-Honeywell Helmets 2024 List Price List (/products-and-services/view-product?productid=36331)	Honeywell-Morning Pride	26%
Fire Hooks Unlimited Products (/products-and-services/view-product?productid=36302)	Fire Hooks Unlimited	10%
Fire Hose (/products-and-services/view-product?productid=36346)	Matex	20%
Fire Hose (/products-and-services/view-product?productid=36495)	Snap Tite / Fire Quip Hose	5%
Fire Hose (/products-and-services/view-product?productid=36475)	North American Fire Hose	5%
Fire Hose (/products-and-services/view-product?productid=36468)	Key Fire Hose	40%
Fire Hose & Couplings (/products-and-services/view-product?productid=36449)	BullDog Hose	5%
Fire Tools (/products-and-services/view-product?productid=36471)	Leatherhead Tools	5%
Fire Tools, Hydra Ram, & Rescue Tools (/products-and-services/view-product?productid=36457)	Fire Hooks Unlimited	5%
Fire, EMS, and Black Eagle Line Footwear (/products-and-services/view-product?productid=36308)	HAIX North America Inc.	20%
FireCraft Gloves 2024 MSRP (/products-and-services/view-product?productid=38703)	Firecraft PPE & Gloves	12%
Firecraft Sensit Gas Instruments MSRP 2024 (/products-and-services/view-product?productid=38704)	FireCraft Sensit Instruments	5%

Firefighter Accountability Systems (/products-and-services/view-product?productid=38674)	Grace Industries	10%
First Aid & Medical Equipment (/products-and-services/view-product?productid=36402)	Line2 Design	5%
Firstlook 360 Rescue Cameras 2024 MSRP (/products-and-services/view-product?productid=38706)	FirstLook 360 Rescue Cameras	1%
Fixed mount thermal cameras, handheld cameras, joystick and cable accessories. (/products-and-services/view-product?productid=38683)	Flir Marine	10%
Flashlights, Scenelights & etc. (/products-and-services/view-product?productid=36358)	Streamlight	25%
FLIR Imagers, & Rescue Saws (/products-and-services/view-product?productid=36500)	Team Equipment	8%
FLIR Products (/products-and-services/view-product?productid=36290)	Flir	5%
Foam (/products-and-services/view-product?productid=36478)	Perimeter Solutions	5%
Foam (/products-and-services/view-product?productid=36450)	Chemguard	5%
Foam (/products-and-services/view-product?productid=36440)	ADH Fire Equipment Services Inc	10%
Foam (/products-and-services/view-product?productid=36459)	FireBull Enforcer	5%
Foam (/products-and-services/view-product?productid=36474)	National Foam	5%
FOL-DA-TANK - EVAC MSRP 2024 (/products-and-services/view-product?productid=38707)	Fold-A-Tank	20%
Folding Frame Tanks, Bladder Tanks, & Containment Tanks (/products-and-services/view-product?productid=36467)	Husky Portable Containment	5%
Footwear, Hoods & Suspenders - MES-Honeywell Footwear, Hoods & Suspenders 2024 List Price List (/products-and-services/view-product?productid=36330)	Honeywell-Morning Pride	26%

Forceable Entry Tools: Axes, Sledge, etc. - MES-Leatherhead Tools List Price List (/products-and-services/view-product?productid=36342)	Leatherhead Tools	25%
Forceable Entry Tools: Axes, Pike Poles, Roof Hooks, etc. (/products-and-services/view-product?productid=36325)	Firehooks Unlimited	5%
Forcible entry tool, pakhammer , rescue support systems, rescue air cushions, vehicle stabilization kits, multiforce air lifting bags, maxiforce airlifting bags. (/products-and-services/view-product?productid=38686)	Paratech	7%
Full range Fire-Dex equipment price list (/products-and-services/view-product?productid=36324)	Fire-Dex	45%
Full range of emergency safety equipment, including turnout gear, EMS, USAR, Wildland, gloves, hoods, helmets, and boots (/products-and-services/view-product?productid=36305)	Fire-Dex	45%
Gas Detectors (/products-and-services/view-product?productid=36493)	Sensit / FireCraft	0%
Gate Valve, Hydrant Valves, & Intake Valves (/products-and-services/view-product?productid=36465)	Harrington	5%
Genesis Rescue Products (/products-and-services/view-product?productid=36310)	Genesis Rescue Systems	5%
GfG Instruments 2024. (/products-and-services/view-product?productid=38708)	GfG Instruments	2%
Glass Removal Tool (/products-and-services/view-product?productid=36462)	Fox Manufacturing / Glas Master	5%
Gloves (/products-and-services/view-product?productid=36433)	Sensit / FireCraft	5%
Gloves (/products-and-services/view-product?productid=36434)	Shelby	5%
Gloves (/products-and-services/view-product?productid=36253)	Guardian Gloves	12%
Gloves (/products-and-services/view-product?productid=36258)	MCR Safety	7%

Gloves (/products-and-services/view-product?productid=36413)	Dragon Fire	5%
Gloves (/products-and-services/view-product?productid=36437)	Vanguard	5%
Gloves, Helmets, Hearing Protection, Eyewear, & Body Protection (/products-and-services/view-product?productid=36420)	HexArmor	5%
Gloves, Safety Vest, Safety Glasses, & Hard Hats (/products-and-services/view-product?productid=36414)	Ergodyne	5%
Grain Bin Rescue (/products-and-services/view-product?productid=36463)	Great Wall of Rescue / Dunrite	5%
Gross Decon (/products-and-services/view-product?productid=36435)	Task Force Tips (TFT)	25%
Groves - Ready Rack 2024 MSRP Price List (/products-and-services/view-product?productid=38709)	Groves/Ready-Rack	9%
Hand Tools (/products-and-services/view-product?productid=36476)	Nupla	5%
Harness/Personal Safety Belt (/products-and-services/view-product?productid=36425)	Pac Mule Belts / JL2 Inc	5%
Harnesses, & Ladder/Escape Belts (/products-and-services/view-product?productid=36417)	Gemtor	15%
Harnesses, Escape Belts, & Personal Search Lines (/products-and-services/view-product?productid=36431)	Rit Safety	5%
Harrington Inc 2024 MSRP (/products-and-services/view-product?productid=38710)	Harrington Valves	40%
Helmets (/products-and-services/view-product?productid=36427)	Phenix	5%
Helmets (/products-and-services/view-product?productid=36272)	Bullard Helmets	17%
Helmets (/products-and-services/view-product?productid=36412)	Draeger	10%
Helmets (/products-and-services/view-product?productid=36410)	Bullard	10%

Helmets, Safety Vest, & Boots (/products-and-services/view-product?productid=36426)	Peco Sales / Forestry Supplier	5%
HexArmor Gloves 2024 MSRP (/products-and-services/view-product?productid=38711)	HexArmor Gloves	18%
HexArmor Products (/products-and-services/view-product?productid=36287)	HexArmor	10%
Holmatro Rescue and Extrication Equipment Price list (/products-and-services/view-product?productid=36317)	Holmatro	3%
Honeywell Products (/products-and-services/view-product?productid=36288)	Honeywell	25%
Hoods & Gloves (/products-and-services/view-product?productid=36424)	Majestic	5%
Hose Testers, Fire Extinguisher Cabinets, Pike Poles, & SCBA Brackets (/products-and-services/view-product?productid=36460)	Flamefighter	5%
Hurst Service Parts - MES-Hurst Parts 2024 List Price List (/products-and-services/view-product?productid=36339)	Hurst Jaws of Life	0%
Hurst/Vetter Hazmat Products - MES-Hurst-Vetter Hazmat Products 2024 List Price List (/products-and-services/view-product?productid=36337)	Hurst Jaws of Life	15%
Hurst/Vetter Rescue Products - MES-Hurst-Vetter Rescue Products 2024 List Price List (/products-and-services/view-product?productid=36336)	Hurst Jaws of Life	15%
Hurst/Vetter Tent & Shower Products - MES-Hurst-Vetter Tent & Shower Products 2024 List Price List (/products-and-services/view-product?productid=36338)	Hurst Jaws of Life	15%
IDEX - Akron Brass 2024 MSRP (/products-and-services/view-product?productid=38712)	I dex - Akron Brass	39%
IDEX Weldon 2024 MSRP (/products-and-services/view-product?productid=38713)	I dex - Weldon	25%
Ironwear, Cubix Safety, Stryker, Life Corporation, ZOLL Medical (/products-and-services/view-product?productid=36396)	Ironwear, Cubix Safety, Stryker, Life Corporation, ZOLL Medical	Varied by product line/catalog

Jersey Tactical Company MSRP 2024 (/products-and-services/view-product?productid=38714)	Jersey Tactical Tools	0%
Kappler Products (/products-and-services/view-product?productid=36292)	Kappler	5%
Key Hose 2024 MSRP (/products-and-services/view-product?productid=38715)	Key Hose	40%
Kochek 2024 MSRP Pricing (/products-and-services/view-product?productid=38716)	Kochek Water Flow	38%
Ladders (/products-and-services/view-product?productid=36455)	Duo Safety Ladder	5%
Ladders (/products-and-services/view-product?productid=36442)	Alco-lite (Sam Carbis)	5%
Ladders (/products-and-services/view-product?productid=36472)	Little Giant	10%
Lakeland FIRE MSRP Price List 02.01.2024 (/products-and-services/view-product?productid=38717)	Lakeland Fire PPE	20%
Lakeland Fire Products (/products-and-services/view-product?productid=36289)	Lakeland	15%
Landing Zone Lights & Road Flare (/products-and-services/view-product?productid=36479)	Pi Lit	5%
Leatherhead Tools Products (/products-and-services/view-product?productid=36304)	Leatherhead Tools	10%
Lifting / Hoisting Equipment (/products-and-services/view-product?productid=36503)	Tractel	5%
Light Towers and all Hi-Viz lighting products (/products-and-services/view-product?productid=36458)	Firetech by HiViz LED Lighting	5%
Lightning X Gear Bags & Medical Equipment MSRP 2024 (/products-and-services/view-product?productid=38718)	Lightning X Gear & Medical	25%
Lightning X Products (/products-and-services/view-product?productid=36298)	Lightning X	15%
Lone Worker and Fall protection suspension trauma prevention (/products-and-services/view-product?productid=38675)	Grace Industries	10%

Majestic Hoods 2024 MSRP (/products-and-services/view-product?productid=38719)	Majestic Fire Apparel	15%
Medical Equipment (/products-and-services/view-product?productid=36399)	343 Fire	5%
Medical Equipment & Supplies (/products-and-services/view-product?productid=36404)	Matrix Henry Schein	5%
Medical gloves and ppe (/products-and-services/view-product?productid=36241)	Ansell	5%
Medical Supplies & Equipment (/products-and-services/view-product?productid=36405)	R&B Fabrications	5%
Medical Supplies & First Aid (/products-and-services/view-product?productid=36401)	Lightning X	5%
MES Certified 3M Scott Fire & Safety SCBA & Compressor Service (/products-and-services/view-product?productid=36350)	MES- SCBA & Compressor Service	0%
MES Certified Rescue Tool Hurst, Makita & Genesis Service (/products-and-services/view-product?productid=36349)	MES- Rescue Tool Service	0%
Misc. medical equipment, ppe, misc. safety equipment (/products-and-services/view-product?productid=36245)	Dupont	27%
Misc. medical equipment, ppe, misc. safety equipment (/products-and-services/view-product?productid=36257)	Kappler	9%
Misc. medical equipment, ppe, misc. safety equipment (/products-and-services/view-product?productid=36261)	Protective Industrial Products (PIP)	37%
Misc. personal safety equipment (/products-and-services/view-product?productid=36242)	Blackline	5%
Misc. personal safety equipment (/products-and-services/view-product?productid=36243)	Draeger	8%
Misc. safety equipment (/products-and-services/view-product?productid=36262)	RAE Systems - Portables	4%
Misc. safety equipment (/products-and-services/view-product?productid=36263)	RAE Systems - Wireless	4%
Misc. safety equipment (/products-and-services/view-product?productid=36264)	RKI Instruments	5%

Misc. safety equipment (/products-and-services/view-product?productid=36265)	Redwave	1%
Misc. safety equipment (/products-and-services/view-product?productid=36255)	HazSim	4%
Misc. safety equipment (/products-and-services/view-product?productid=36268)	TSI	8%
Misc. safety equipment, misc. rescue equipment (/products-and-services/view-product?productid=36248)	Edwards & Cromwell	7%
Misc. safety equipment, misc. rescue equipment (/products-and-services/view-product?productid=36249)	Environics	1%
Misc. safety equipment, misc. rescue equipment (/products-and-services/view-product?productid=36250)	FLIR - UGV/UAV/Surv	1%
Misc. safety equipment, misc. rescue equipment (/products-and-services/view-product?productid=36251)	FLIR - Detection/ Radiation	4%
Misc. safety equipment, misc. rescue equipment (/products-and-services/view-product?productid=36240)	All Safe Industries	3%
Misc. safety equipment, misc. rescue equipment, misc. medical equipment (/products-and-services/view-product?productid=36254)	Honeywell/ BW	5%
Mounting Equipment (/products-and-services/view-product?productid=38685)	PAC	10%
Mounting hardware, paratech accessory mounts, fluid container caddys, Poly-Trac, Poly-Rub Rails, Equipment mounting, MVA Bag Mount, Tilt-N-Deploy Equipment Mounts, Extinguisher Cabinets, Vertical Picket Mounts, Horizontal Picket Mounts, Poly-Snap Clips, Glove Boxes, Cabinets, Poly hook ups, Rescue tools & mounts, Extrication tools. (/products-and-services/view-product?productid=38688)	Poly-tech	10%
Mounting Systems (/products-and-services/view-product?productid=36492)	Sensible Products	10%

MSA safety products, PPE, and gas detection equipment (/products-and-services/view-product?productid=36364)	MSA	15%
Multi-Purpose Storage System & Hose winder (/products-and-services/view-product?productid=36464)	Groves Ready Rack	5%
Multiple product line catalogs including: NFPA compliant helmets, gloves, pants, coats, and coveralls. (/products-and-services/view-product?productid=36318)	Lakeland Industries, Inc.	Varied by product line
NAR Survival 52x84 Inch mylar 1.7oz. (/products-and-services/view-product?productid=36281)	North American Rescue	10%
National Foam 2024 MSRP Price List (/products-and-services/view-product?productid=38720)	National Foam	25%
Non-Sparking Tools (/products-and-services/view-product?productid=38680)	Ampco	10%
North Shore Compressors MSRP 2024 (\$175/HR installation) (/products-and-services/view-product?productid=38721)	North Shore Compressors	0%
Nozzles, & Hoses (/products-and-services/view-product?productid=36470)	Kuriyama Fire Hose	5%
Nozzles, Adapters, Plugs, Spanners, Elbows, & Caps (/products-and-services/view-product?productid=36469)	Kochek	20%
Nozzles, fittings (/products-and-services/view-product?productid=36323)	Elkhart Brass	41%
Nozzles, fittings (/products-and-services/view-product?productid=36320)	Akron	41%
Nozzles, Foam Products, Wildland Equipment, & Adapters (/products-and-services/view-product?productid=36451)	C&S Supply	20%
Nozzles, Monitors, & Valves (/products-and-services/view-product?productid=36456)	Elkhart	20%
Nozzles, Monitors, Valves, & Lighting (/products-and-services/view-product?productid=36441)	Akron	5%

Nozzles, Valves, (/products-and-services/view-product?productid=36445)	B&B Fire	20%
Nozzles, Wrenches, Adapters, & Backpacks (/products-and-services/view-product?productid=36491)	Scotty Firefighter	5%
Nozzles, Wyes, Gated Valves, & Shut Off Valves (/products-and-services/view-product?productid=36488)	S&H Products	5%
Paratech 2024 Price List - Metro Fire (/products-and-services/view-product?productid=38722)	Paratech Rescue USA	7%
Patient Handling & First Aid (/products-and-services/view-product?productid=36400)	Junkin Safety	15%
Patient transportation (/products-and-services/view-product?productid=36256)	Junkin Safety	9%
Patient treatment, medical kits and bags, misc. medical equipment (/products-and-services/view-product?productid=36244)	Disaster Management Systems (DMS)	12%
Perimeter Solutions Firefighting Foams - A & B 2024 MSRP (/products-and-services/view-product?productid=38723)	Perimeter Solutions Foams	10%
Petzl Products (/products-and-services/view-product?productid=36286)	Petzl	10%
Phenix Products (/products-and-services/view-product?productid=36293)	Phenix	12%
Plastix Plus products (/products-and-services/view-product?productid=36314)	Plastix Plus	10%
Plastix Plus rescue tool products (/products-and-services/view-product?productid=36315)	Plastix Plus	15%
Poly Tech Products (/products-and-services/view-product?productid=36313)	Poly-Tech America	15%
Portable blowers and fans (/products-and-services/view-product?productid=36247)	Euramco	22%
Portable Gas & Flame Detection (/products-and-services/view-product?productid=36501)	Teledyne/Detcon	5%
Portable Lights (/products-and-services/view-product?productid=36453)	Command Light	5%

Portable Lights (/products-and-services/view-product?productid=36496)	Streamlight	5%
Portable Tanks, & Strainers (/products-and-services/view-product?productid=36461)	Fol-Da-Tank	5%
Portable water tanks (/products-and-services/view-product?productid=36274)	Fold Da Tank	17%
Positive Pressure, Confined Space, & Smoke Ejector Fans (/products-and-services/view-product?productid=36498)	Super Vac	15%
PPE Waher / Dryer & Decon Products (/products-and-services/view-product?productid=36418)	Groves Ready Rack	5%
PPE, misc. safety equipment (/products-and-services/view-product?productid=36267)	Tingley	36%
Prusik cords, Ropes, accessories, bags, static & low stretch ropes, tech ropes, dynamic rope, water & float rope, hardware, sewn cordage, kits & systems, sewn webbing, webbing, (/products-and-services/view-product?productid=38690)	Sterling Rope	10%
Pumps, associated products (/products-and-services/view-product?productid=36507)	Waterax	5%
R&B Fabrication Products (/products-and-services/view-product?productid=36301)	R&B Fabrication	5%
Rescue blanket 52wx84l inch mylar/aluminum (/products-and-services/view-product?productid=36282)	Dynarex	10%
Rescue Equipment (/products-and-services/view-product?productid=36403)	PMI	5%
Rescue equipment, portable lights (/products-and-services/view-product?productid=36260)	Pelican	12%
Rescue Rope, Personal Flotation Device, & Water Rescue Equipment (/products-and-services/view-product?productid=36482)	PMI	5%
Rescue Tool Brackets (/products-and-services/view-product?productid=36363)	Zico	20%
Rescue Tool Brackets (/products-and-services/view-product?productid=36352)	Plastix Plus	0%

Rescue Tool Mounting Brackets (/products-and-services/view-product?productid=36481)	Poly Tech	5%
Rescue Tools (/products-and-services/view-product?productid=36466)	Holmatro	5%
Rescue Tools & Portable Lights (/products-and-services/view-product?productid=36473)	Makita	5%
Rescue Tools & PPV Fans (/products-and-services/view-product?productid=36443)	Amkus DeWalt	3%
Rescue Tools, Saws, etc. (/products-and-services/view-product?productid=36345)	Makita	1%
Rope Gloves, & Helmets (/products-and-services/view-product?productid=36428)	PMI	5%
Rope Rescue, Confined Space, Harnesses, & Lanyards (/products-and-services/view-product?productid=36509)	Yates	5%
Sabilization Systems (/products-and-services/view-product?productid=36356)	Res-Q-Jack	8%
SafeFleet Elkhart Brass 2024 (/products-and-services/view-product?productid=38724)	SafeFleet - Elkhart Brass	39%
Safety lighting and Firefighter PPE (/products-and-services/view-product?productid=38676)	Grace Industries	10%
Safety Vest (/products-and-services/view-product?productid=36423)	Line2 Design	5%
Safety Vest (/products-and-services/view-product?productid=36406)	343 Fire	10%
Safety Vest (/products-and-services/view-product?productid=36430)	R&B Fabrications	500%
Safety Vest, Eyewear, & Hearing Protection (/products-and-services/view-product?productid=36416)	Fireninja	10%
Safety Vest/Coats, Gloves, Eye/Ear Protection, Gloves, & Boots (/products-and-services/view-product?productid=36429)	Portwest	5%
SCBA Personal Breathing System (/products-and-services/view-product?productid=36490)	Scott 3M	5%

SCBA's & Gas Detection (/products-and-services/view-product?productid=36454)	Draeger	10%
SCBA, misc. safety equipment (/products-and-services/view-product?productid=36259)	MSA	7%
Scene Lighting, Light Towers, Tripods, etc (/products-and-services/view-product?productid=36360)	SuperVac-Command Light	1%
SEEK Products (/products-and-services/view-product?productid=36291)	SEEK	5%
Smoke Ejectors, Confined Space Fans, & PPV (/products-and-services/view-product?productid=36484)	RamFan	5%
Snap-Tite Hose 2024 List Price Sheet (/products-and-services/view-product?productid=38725)	Snap-Tite Hose	49%
Special Entry Tools: Breacher Irons - MES-Leatherhead - S.E.T. - Breacher Irons List Price List (/products-and-services/view-product?productid=36344)	Leatherhead Tools	25%
Special Entry Tools: Halligan Bars - MES-Leatherhead - S.E.T. -Halligan Bar No Pike List Price List (/products-and-services/view-product?productid=36343)	Leatherhead Tools	25%
Specialty Tools & Accessories - MES-Hurst Specialty Tools & Accessories 2024 List Price List (/products-and-services/view-product?productid=36334)	Hurst Jaws of Life	5%
Spreaders, cutters, and combination units (/products-and-services/view-product?productid=36276)	Genesis Rescue Systems	8%
Stihl Rescue Tools (/products-and-services/view-product?productid=36446)	Blue Mountain / Sthil Dealer	15%
Streamlight MSRP List - 2024 (/products-and-services/view-product?productid=38726)	Streamlight	26%
Streamlight Products (/products-and-services/view-product?productid=36300)	Streamlight	20%

StrongArm Tool - MES-Hurst StrongArm 2024 List Price List (/products-and-services/view-product?productid=36335)	Hurst Jaws of Life	5%
Super Vac Products (/products-and-services/view-product?productid=36311)	Supver Vac	25%
Super Vac Products 2024 (/products-and-services/view-product?productid=38727)	Super Vac	22%
Task-Force-Tips-Price-List_April-2024 (/products-and-services/view-product?productid=38728)	Task Force Tips	26%
Team Wendy Helmets (/products-and-services/view-product?productid=36407)	Accurate Law Enforcement	5%
Telecrib, Struts & Stabilizaiton Products - MES-Rescue 42 2024 List Price List (/products-and-services/view-product?productid=36355)	Rescue42	8%
Tempest-Leader MSRP 2024 (/products-and-services/view-product?productid=38729)	Tempest - Leader Fans	19%
The Ripper -Glass Cutter Tools - MES-Rescue42 The Ripper 2024 List Price List (/products-and-services/view-product?productid=36354)	Rescue42	8%
Thermal Imagers (/products-and-services/view-product?productid=36448)	Bullard	5%
Thermal Imagers (/products-and-services/view-product?productid=36273)	Bullard Thermal Imagers	11%
Thermal Imagers - FireProX & Attack Pro (/products-and-services/view-product?productid=36357)	Seek Thermal	10%
Tool Mounts (/products-and-services/view-product?productid=36494)	Siddons-Martin Poly Product	20%
Tool Mounts, Brackets, & Bottle Holders (/products-and-services/view-product?productid=36477)	Performance Advantage	5%
Tools (/products-and-services/view-product?productid=38684)	Husqvarna Construction	10%
Toxic Suppression Products (/products-and-services/view-product?productid=36295)	Toxic Suppression	5%

Turnout Gear - Morning Pride Tails and Morning Pride ProFit - MES-Honeywell Morning Pride Turnout Gear 2024 List Price List (/products-and-services/view-product?productid=36329)	Honeywell-Morning Pride	26%
Turnout Gear, Gloves & Hoods (/products-and-services/view-product?productid=36362)	Veridian	30%
Turnout Gear, Gloves, Boots, & Hoods (/products-and-services/view-product?productid=36415)	Fire Dex	42%
Turnout gear, hoods, gloves (/products-and-services/view-product?productid=36277)	INNOTEX TECH RESCUE	12%
TYCO FOAMS 2024 MSRP (/products-and-services/view-product?productid=38730)	TYCO Foams - Ansul/Chemguard	48%
Unipak Corp. Hospeco Catalog (/products-and-services/view-product?productid=36515)	Hospeco	21%
Valves, Manifolds, Adapters (/products-and-services/view-product?productid=36328)	Harrington	34%
Vanguard Products (/products-and-services/view-product?productid=36299)	Vanguard	10%
Variety of turnout jackets, pants, boots, and hoods (/products-and-services/view-product?productid=36307)	Globe Manufacturing Company LLC	25%
Various Products - MES-SuperVac 2024 List Price List (/products-and-services/view-product?productid=36347)	MES	0%
Vehicle Fire Blankets (/products-and-services/view-product?productid=36321)	Bridgehill	8%
Water Rescue, Rope Rescue, & Confined Space Rescue Equipment (/products-and-services/view-product?productid=36452)	CMC	10%
Wildland Gear & Equipment (/products-and-services/view-product?productid=36436)	True North	5%
Wildland Tools (/products-and-services/view-product?productid=36480)	Peco Sales / Forestry Supplier	5%
Windshield Cutter (/products-and-services/view-product?productid=36487)	Rhyno	5%

Wrenches, Tool Mounts, & Wheel Chocks (/products-and-services/view-product?productid=36510)	Zephyr Industries	5%
Zoll, Stryker, Phillips, and Defibtech products per submission - Respective 2024 Price Books (/products-and-services/view-product?productid=36239)	Zoll, Stryker, Phillips, Defibtech	Varies by manufacturer and type



Looking for something specific?

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

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](#)

Suppliers Offering This Product

Casco Industries, Inc.

David Stewart
david@cascoindustries.com
Phone: 800-551-8787
Fax: 253-681-7877

Sunbelt Fire, Inc.

Kent Bradley
kbradley@sunbeltfire.com
Phone: 800-642-8484 x 106
Fax: 251-928-9933

Sunbelt Fire, Inc.

Mike Sims
msims@sunbeltfire.com
Phone: 800.642.8484
Fax: 251-928-9933

MSA Safety Incorporated

Scott McGuire
scott.mcguire@msasafety.com
Phone: 724-742-8028
Fax: 724-741-1558

Sunbelt Fire, Inc.

Patrick Hitpas Hitpas
phitpas@sunbeltfire.com
Phone: 251-850-6929
Fax:

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[Site Feedback](#) | [Privacy Policy](#) | [Legal Disclaimer](#) | [Program Statutes](#) | Copyright ©2025 H-GAC. All Rights Reserved.

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

Product Information

Product Description

MSA safety products, PPE, and gas detection equipment

Manufacturer

MSA

Contract

EE11-24 Emergency Medical, Safety, and Rescue Equipment

Discount

15%

Keyword(s)

Safety, PPE, emergency, gas detection

Product Code

Contract Category

Emergency Equipment & Supplies

[View Catalog](#)

Suppliers Offering This Product

Casco Industries, Inc.

David Stewart
david@cascoindustries.com
Phone: 800-551-8787
Fax: 253-681-7877

Sunbelt Fire, Inc.

Kent Bradley
kbradley@sunbeltfire.com
Phone: 800-642-8484 x 106
Fax: 251-928-9933

Sunbelt Fire, Inc.

Mike Sims
msims@sunbeltfire.com
Phone: 800.642.8484
Fax: 251-928-9933

MSA Safety Incorporated

Scott McGuire
scott.mcguire@msasafety.com
Phone: 724-742-8028
Fax: 724-741-1558

Sunbelt Fire, Inc.

Patrick Hitpas Hitpas
phitpas@sunbeltfire.com
Phone: 251-850-6929
Fax:

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

[Site Feedback](#) | [Privacy Policy](#) | [Legal Disclaimer](#) | [Program Statutes](#) | Copyright ©2025 H-GAC. All Rights Reserved.



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



AGENDA ITEM SUMMARY SHEET

Agenda of: March 18, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Match and further support the FY 24 Energy Efficiency and Conservations Block Grant.

Amount of Contract:

\$120,000.00

Funding Source

C0587 FACILITY MAINTENANCE CAPITAL ACCOUN (20002000.94070)

ATTACHMENTS:

1. Transfer resolution

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 sum of \$120,000.00 be transferred from project C0587 FACILITY MAINTENANCE CAPITAL ACCOUN (20002000.94070) to capital project G-EECBG24 ENERGY EFFICIENCY AND CONSERVATION (50045004.93030). These funds will be used to match and further support the FY 24 Energy Efficiency and Conservation Block Grant.

Adopted:

City Clerk

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM OFFICE OF GRANTS MANAGEMENT DEPT. 2590

DATE OF REQUEST: 3/06/2025

JOINT BUDGET TRANSFER: ☐ (from one fund to another)

DISTRICT#: Select Item.

REQUEST: Please transfer \$ 120,000.00

FROM CAPITAL PROJECT#: C0587

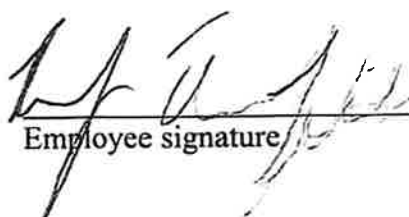
CAPITAL PROJECT NAME: FACILITY MAINTENANCE CAPITAL ACCOUN

DEPT. PROJECT#: _____

TO GRANT FUND PROJECT#: G-EECBG24

PROJECT NAME: ENERGY EFFICIENCY AND CONSERVATION

ACCT PROJECT STRING#: G-EECBG24.FROMCAP


Employee signature


Approval signature

Created by B. Rhodes 7/6/2022

RESOLUTION

Sponsored by: City Council

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that the Council concurs in the appointment of Lori Myles to the AltaPointe
Health System, Inc. Board effective April 1, 2025 for a term expiring April 1,
2031.

Adopted:

City Clerk

RESOLUTION

Sponsored by: Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances“ adopted December 5, 2017, the accessory structure at **2451 MCARTHUR STREET F/K/A AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, and 8; and***

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2451 MCARTHUR STREET F/K/A AVENUE** described as:

**LOTS 70 & 71 BLK 2 1ST EXT ST STEPHENS HIGHLANDS MBK 3 P
675 #SEC 44 T4S R1W #MP29 02 44 0 009**

Parcel Number: 29 02 44 0 009 235

Last Assessed to: MOSE STEVEN JEROME JR

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances.”

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

March 10, 2025



TO: Lisa Lambert, City Clerk

FR: David Daughenbaugh, Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, March 18, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2451 MCARTHUR STREET F/K/A AVENUE**. OWNED BY OR MAY HAVE AN INTEREST: **MOSE STEVEN JEROME JR** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 02 44 0 009 235

COUNCIL DISTRICT 1 – CORY PENN

LEGAL DESCRIPTION: LOTS 70 & 71 BLK 2 1ST EXT ST STEPHENS HIGHLANDS MBK 3 P 675 #SEC 44 T4S R1W #MP29 02 44 0 009

DD/md



City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

2451 MCARTHUR AVE

Property Details

PARCEL KEYX	00654777	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	☒ 9
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE	1/30/2024	COMMENTS	

Property Score

SCORE 43 ⁶³ 9 SCORE DESCRIPTION Review Committee

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 8-19-24

Noted 4 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 01/14/2025

Property Address: 2451 McArthur Street F/K/A Avenue **District No:** 1

- ☐ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☒ 3. Structures or components thereof that have reached their limit state.
- ☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☐ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☐ 15. Yard is overgrown with weeds and/or covered with litter, debris and junk.



























Affidavit of Mailed Notice



March 10, 2025

State of Alabama
County of Mobile

Subject Property – 2451 McArthur Street f/k/a Avenue.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

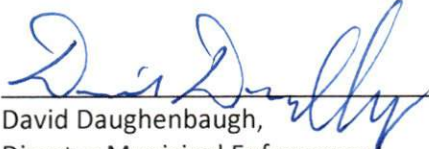
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 4 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.



David Daughenbaugh,
Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Steven Jerome Mose, Jr.
2451 McArthur Street
Mobile, AL 36617-1727

January 21, 2025

RE: **2451 McArthur Street f/k/a Avenue**
Project Number: ME-103-24

Dear Steven Jerome Mose, Jr.:

On January 14, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2451 McArthur Street f/k/a Avenue.

I. **PROPERTY** The legal description of the Property is as follows:

LOTS 70 & 71 BLK 2 1ST EXT ST STEPHENS HIGHLANDS MBK 3 P
675 #SEC 44 T4S R1W #MP29 02 44 0 009

Parcel Number: 29 02 44 0 009 235

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **March 7, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **March 7, 2025**, provide the Code Official with a work plan to accomplish the repairs by **March 7, 2025**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **March 7, 2025**, which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

- IV. **NOTICE** is hereby given that on March 18, 2025 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,


Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 2451 McArthur Street

Date: October 24, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 23, 2024

Per the Title Report, the owner is: Steven Jerome Mose, Jr.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|---|---|
| 1 | Steven Jerome Mose, Jr.
2451 McArthur St
Mobile AL 36617-1727 | Owner – LexisNexis address good 2023 –
Subject/location address – Phone numbers are
251-554-1356 and 251-457-1476 |
| 2 | Steven Jerome Mose, Jr.
2600 Collins Ave
Mobile AL 36617-1706 | LexisNexis address good 7/2024 – Revenue
Commission mailing address and address per deed
good from 2021 - 2024 |
| 3 | Steven Jerome Mose, Jr.
1901 Muriel Ave
Mobile AL 36610-3617 | LexisNexis address good 2022 |

TAX STATUS: 2023 TAX LIEN BY REVENUE COMMISSION

- | | | |
|---|--|--|
| 4 | Mobile County Revenue
Commission
Attn: Redemption Department
3925 Michael Blvd Ste G
Mobile AL 36609 | Reference Key number 654777 – 2023 In house tax
lien per Revenue Commission website |
|---|--|--|

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs State of Alabama c/o Marion Monique Michelle, filed 8/12/2019, recorded 9/16/2019. Instrument number 2019054787.

Lis Pendens – City of Mobile vs Marion Monique Michelle, filed 10/20/2020, recorded 11/16/2020, instrument number 2020070020.

Lis Pendens – City of Mobile vs Steven Jerome Mose, Jr., Filed 8/20/2024, recorded 9/25/2024, instrument number 2024060279.

RESOLUTION

Sponsored by: Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances” adopted December 5, 2017, the accessory structure at **2202 STEVENS COURT** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, and 8; and**

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2202 STEVENS COURT** described as:

LOT 21 DEAN PL MBK 6 P 419 #SEC 42 T4S R1W #MP29 07 42 0 003

Parcel Number: 29 07 42 0 003 257

Last Assessed to: WHITE MARY LOUISE

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be **demolished** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances.”

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

March 10, 2025



TO: Lisa Lambert, City Clerk

FR: David Daughenbaugh, Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, March 18, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2202 STEVENS COURT.**
OWNED BY OR MAY HAVE AN INTEREST: **WHITE MARY LOUISE** IS A PUBLIC NUISANCE AS SET
FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE
ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 07 42 0 003 257

COUNCIL DISTRICT 1 – CORY PENN

LEGAL DESCRIPTION: LOT 21 DEAN PL MBK 6 P 419 #SEC 42 T4S R1W #MP29 07 42 0 003

DD/md



City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

2202 STEVENS CT

Property Details

PARCEL KEY	00831167	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	N	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE	1/31/2024	COMMENTS	

Property Score

SCORE	57	SCORE DESCRIPTION	Demo
-------	----	-------------------	------

Notes

PL

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 9-9-24

Noted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 01/14/2025

Property Address: 2202 Stevens Court **District No:** 1

- ☐ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☒ 3. Structures or components thereof that have reached their limit state.
- ☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☐ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☐ 15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

























Affidavit of Mailed Notice



March 10, 2025

State of Alabama
County of Mobile

Subject Property – 2202 Stevens Court.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 3 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

A handwritten signature in blue ink, appearing to read 'David Daughenbaugh', is written over a horizontal line.

David Daughenbaugh,
Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



James Kevin White
2202 Stevens Court
Mobile, AL 36617-2416

January 21, 2025

RE: **2202 Stevens Court**
Project Number: ME-121-24

Dear James Kevin White:

On January 14, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2202 Stevens Court.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 21 DEAN PL MBK 6 P 419 #SEC 42 T4S R1W #MP29 07 42 0 003

Parcel Number: 29 07 42 0 003 257

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

- ☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;
- (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;
- (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;
- (7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **March 7, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **March 7, 2025**, provide the Code Official with a work plan to accomplish the repairs by **March 7, 2025**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **March 7, 2025**, which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

- IV. **NOTICE** is hereby given that on **March 18, 2025 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,


Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 2202 Stevens Court

Date: November 18, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: November 18, 2024

Per the Title Report, the owner is: James White and Mary Louise White

Notes: James White is deceased as of 7/20/1993 and by right or survivorship, Mary Louise White retains sole ownership and upon her death as of 11/3/2008, she died intestate and her property went solely to her only child, James Kevin White.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | |
|---|--|
| 1 James Kevin White
2202 Stevens Ct
Mobile AL 36617-2416 | Subject/location address – Heir – Son of Owners.
LexisNexis address good 4/2023 – Phone number
is 678-945-9130 good 1/2024 |
| 2 James Kevin White
203 Christine Ct
Dallas GA 30157-0418 | LexisNexis address good 9/2024 – Revenue
Commission mailing address good 2016 - 2024 |

**TAX STATUS: 2023 TAXES ARE PAID CURRENT AND
2024 TAXES ARE DUE BY 12/31/2024
Parties with recorded liens per Title Report:**

State of AL Dept. of Revenue
Collections Service Dept.
P.O. Box 327820
Montgomery, AL 36132

State of Alabama vs James White –
Acct Number IIT-R002671904
Lien number 901510656

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Mary Louise White, filed 8/19/2024, recorded 10/10/2024, instrument number 2024064816.

RESOLUTION

Sponsored by: William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances“ adopted December 5, 2017, the accessory structure at **612 BIZZELL AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 1, 3, 4, 5, 6, 7, 8, and 14;*** and

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **612 BIZZELL AVENUE** described as:

LOTS 50 & 51 BLK 3 DIXIE PARK SUB MBK 3 P 273-6 #SEC 25 T4S
R1W #MP29 07 25 0 002

Parcel Number: 29 07 25 0 002 055

Last Assessed to: STALLWORTH DEVONYA C/O CURRY ELISA

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances.”

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

March 10, 2025



TO: Lisa Lambert, City Clerk

FR: David Daughenbaugh, Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, March 18, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **612 BIZZELL AVENUE.**
OWNED BY OR MAY HAVE AN INTEREST: **STALLWORTH DEVONYA C/O CURRY ELISA** IS A
PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002,
ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses
from Real Estate)

PARCEL NUMBER: 29 07 25 0 002 055

COUNCIL DISTRICT 2 – WILLIAM CARROLL

**LEGAL DESCRIPTION: LOTS 50 & 51 BLK 3 DIXIE PARK SUB MBK 3 P 273-6 #SEC 25 T4S R1W
#MP29 07 25 0 002**

DD/md



City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

612 BIZZELL AVE

Property Details

PARCEL KEYX	00800262	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	AE

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	Y
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMMRROMISED	Y
SURVEY DATE	2/5/2024	COMMENTS	

Property Score

SCORE	85	SCORE DISCRIPTION	Demo
-------	----	-------------------	------

Notes

IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

9-9-24

Notes 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 01/14/2025

Property Address: 612 Bizzell Avenue **District No:** 2

- ☒ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☒ 3. Structures or components thereof that have reached their limit state.
- ☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☒ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☒ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☐ 15. Yard is overgrown with weeds and/or covered with litter, debris and junk.













Affidavit of Mailed Notice



March 10, 2025

State of Alabama
County of Mobile

Subject Property – 612 Bizzell Avenue.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

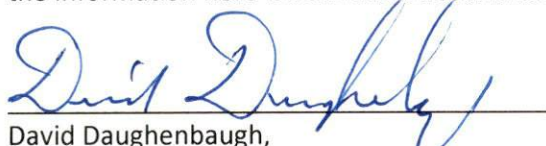
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 13 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.


David Daughenbaugh,
Director Municipal Enforcement

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



Owner
612 Bizzell Avenue
Mobile, AL 36603-5319

January 21, 2025

RE: **612 Bizzell Avenue**
Project Number: ME-120-24

Dear Owner:

On January 14, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 612 Bizzell Avenue.

I. **PROPERTY** The legal description of the Property is as follows:

LOTS 50 & 51 BLK 3 DIXIE PARK SUB MBK 3 P 273-6 #SEC 25 T4S
R1W #MP29 07 25 0 002

Parcel Number: 29 07 25 0 002 055

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **March 7, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **March 7, 2025**, provide the Code Official with a work plan to accomplish the repairs by **March 7, 2025**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **March 7, 2025**, which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

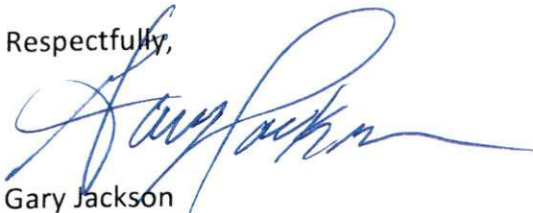
- IV. **NOTICE** is hereby given that on **March 18, 2025 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,



Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 612 Bizzell Avenue

Date: December 12, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: December 5, 2024

Per the Title Report, the owner is: Fee simple Title: Kingdom of Faith ALDCM, Inc.
Tax title: Elisa Curry

Notes: Devonya Stallworth has a recorded Tax Deed number 7600, recorded 8/11/2022 in instrument number 2022053267. Devonya Stallworth obtained the tax interest 5/19/2019. She then quit claimed the property to Elisa Curry.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|--|
| 1 | Owner
612 Bizzell Ave
Mobile AL 36603-5319 | Subject/location address |
| 2 | Kingdom of Faith ALDCM, Inc.
1360 Arlington St
Mobile AL 36605-1665 | Owner – Lexisnexis address good 2024 |
| 3 | Kingdom of Faith ALDCM, Inc.
459 Dauphin Island Pkwy
Mobile AL 36606-1232 | LexisNexis address |
| 4 | Kingdom of Faith ALDCM, Inc.
PO Box 66358
Mobile AL 36660-1358 | LexisNexis address good 2018 – Revenue
Commission website mailing address good 2009-2018 |
| 5 | Kingdom of Faith ALDCM, Inc.
c/o Arthur L. Holmes, Sr.
457 Houston St
Mobile AL 36605 | Secretary of State of Alabama website Registered
agent – phone numbers 251-648-1473, 251-644-0946, 251-478-5047, 251-341-7233 |
| 6 | Kingdom of Faith ALDCM, Inc.
c/o Jonas Dillard, Sr
PO Box 6697
Mobile AL 36605 | Incorporator per Secretary of State of Alabama
website – Articles of Incorporation mailing address |

- 7 Kingdom of Faith ALDCM, Inc. Secretary per Articles of Incorporation
c/o Lisa James
624 Houston St
Mobile AL 36606
- 8 Kingdom of Faith ALDCM, Inc. Most current LexisNexis address for Registered
c/o Arthur L. Holmes, Sr. agent of Kingdom of Faith ALDCM, Inc good
648 Gehrig Ave 18/2024
Mobile AL 36610-2328
- 9 Kingdom of Faith ALDCM, Inc. Most current LexisNexis address for Incorporator of
c/o Jonas Dillard, Sr Kingdom of Faith ALDCM, Inc good 12/2024
1576 Robert E Lee St
Mobile AL 36605-4906
- 10 Kingdom of Faith ALDCM, Inc. Most current LexisNexis address for Secretary of
c/o Lisa James Kingdom of Faith ALDCM, Inc good 11/2024
2402 Lilac Ave
Mobile AL 36606-2039

**TAX STATUS: Devonya Stallworth tax deed 7600 for 2018
tax sale – 2024 taxes are due by 12/31/2024 – Elisa Curry
owns tax title interest per quit claim deed 2023068766**

- 11 Devonya Stallworth Tax Deed owner – LexisNexis address good 9/2024
2537 Kool Ave – Phone number 251-447-4267 good 2024
Dallas TX 75241-2924
- 12 Devonya Stallworth Lexisnexus address good 8/2024 – Revenue
PO Box 81822 Commission website mailing address good 2020-
Mobile AL 36689-1822 2023
- 13 Elisa Curry Quit Claim Deed owner by way of tax interest –
1507 Magee St Revenue Commission website mailing address
Mobile AL 36610-2927 good 2024-2025 – Lexis address good 9/2024 –
phone number 251-206-9483 good 1/2024

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

RESOLUTION

Sponsored by: William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **625 MONDAY STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 14 and 15; and**

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **625 MONDAY STREET** described as:

BEG AT PT ON W/S OF MONDAY ST WHICH PT IS DIS OF 110 FT S
OF SW COR OF MONDAY & CHINQUEPIN STS THEN RUN SLY ALG
W/S OF MONDAY ST FOR DIS OF 50 FT TO PT THEN RUN WLY &
PAR WITH CHINQUEPIN ST FOR DIS OF 100 FT TO PT THEN RUN
NLY FOR DIS OF 50 FT TO PT THEN RUN ELY & PAR TO CHINQUEPIN
ST FOR DIS OF 100 FT TO PT OF BEG BEING T HE E 100 FT LOT 10
BLK 31 FISHER TRT DBK 22 P 332 #SEC 13 T4S R1W #MP29 06 13 0
002

Parcel Number: 29 06 13 0 002 060

Last Assessed to: KOF CHURCH INC

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be **demolished** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this

resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

March 10, 2025



TO: Lisa Lambert, City Clerk

FR: David Daughenbaugh, Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, March 18, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **625 MONDAY STREET.**
OWNED BY OR MAY HAVE AN INTEREST: **KOF CHURCH INC** IS A PUBLIC NUISANCE AS SET
FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE
ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 06 13 0 002 060

COUNCIL DISTRICT 2 – WILLIAM CARROLL

**LEGAL DESCRIPTION: BEG AT PT ON W/S OF MONDAY ST WHICH PT IS DIS OF 110 FT S OF SW
COR OF MONDAY & CHINQUEPIN STS THEN RUN SLY ALG W/S OF MONDAY ST FOR DIS OF 50
FT TO PT THEN RUN WLY & PAR WITH CHINQUEPIN ST FOR DIS OF 100 FT TO PT THEN RUN
NLY FOR DIS OF 50 FT TO PT THEN RUN ELY & PAR TO CHINQUEPIN ST FOR DIS OF 100 FT TO
PT OF BEG BEING T HE E 100 FT LOT 10 BLK 31 FISHER TRT DBK 22 P 332 #SEC 13 T4S R1W
#MP29 06 13 0 002**

DD/md



City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

625 MONDAY ST # A

Property Details

PARCEL KEYX	00717326	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	THE BOTTOM / MLK HERITAGE	COUNCIL DISTRICT	2
STRUCTURE TYPE	Multi-Residential	FLOOD ZONE	AE

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMROMISED	N
SURVEY DATE	2/5/2024	COMMENTS	

Property Score

SCORE	43 / 63	SCORE DISCRIPTION	Review Committee
-------	---------	-------------------	------------------

Notes

DC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

2-9-24

Notes 4 to 1 for demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 01/14/2025

Property Address: 625 Monday Street **District No:** 2

- ☐ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☐ 3. Structures or components thereof that have reached their limit state.
- ☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☐ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☐ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☒ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☒ 15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

















Affidavit of Mailed Notice



March 10, 2025

State of Alabama
County of Mobile

Subject Property – 625 Monday Street.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

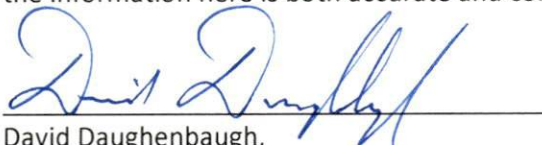
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 9 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.


David Daughenbaugh,
Director Municipal Enforcement

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



KOF Church, Inc.
625 Monday Street
Mobile, AL 36603

January 21, 2025

RE: **625 Monday Street**
Project Number: ME-118-24

Dear KOF Church, Inc.:

On January 14, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 625 Monday Street.

I. **PROPERTY** The legal description of the Property is as follows:

**BEG AT PT ON W/S OF MONDAY ST WHICH PT IS DIS OF 110 FT S
OF SW COR OF MONDAY & CHINQUEPIN STS THEN RUN SLY ALG
W/S OF MONDAY ST FOR DIS OF 50 FT TO PT THEN RUN WLY &
PAR WITH CHINQUEPIN ST FOR DIS OF 100 FT TO PT THEN RUN
NLY FOR DIS OF 50 FT TO PT THEN RUN ELY & PAR TO CHINQUEPIN
ST FOR DIS OF 100 FT TO PT OF BEG BEING T HE E 100 FT LOT 10
BLK 31 FISHER TRT DBK 22 P 332 #SEC 13 T4S R1W #MP29 06 13 0
002**

Parcel Number: 29 06 13 0 002 060

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

- ☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;
- (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;
- (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;
- (7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **March 7, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **March 7, 2025**, provide the Code Official with a work plan to accomplish the repairs by **March 7, 2025**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **March 7, 2025**, which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

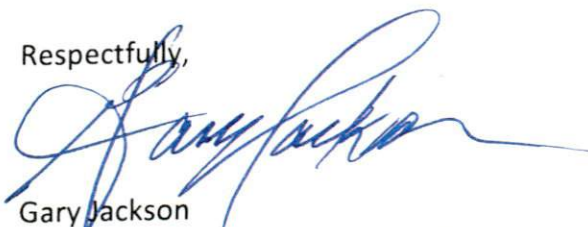
- IV. **NOTICE** is hereby given that on March 18, 2025 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,



Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 625 Monday Street

Date: **Original - May 28, 2019**

Update - November 20, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: November 19, 2024

Per the Title Report, the owner is: Fee simple is vested in KOF Church, Inc.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|---|
| 1 | KOF Church, Inc.
625 Monday St
Mobile AL 36603 | Subject/location address |
| 2 | KOF Church, Inc.
PO Box 66358
Mobile AL 36606 | Revenue Commission mailing address – Mailing address per deed 6323-12. And Articles of Incorporation 6369-1756.
LexisNexis address good 10/22/2020 |
| 3 | KOF Church, Inc.
Arthur L. Holmes, Sr.
457 Houston St
Mobile AL 36605 | Address per Articles of Incorporation and Secretary of AL website |
| 4 | KOF Church, Inc.
Arthur L. Holmes
459 Dauphin Island Pkwy
Mobile AL 36605 | Registered Agent Per Articles of Incorporation |
| 5 | KOF Church, Inc.
Jonas Dillard, Sr
PO Box 6697
Mobile AL 36605 | Trustee per Articles of Incorporation |
| 6 | KOF Church, Inc.
Lisa James
624 Houston St
Mobile AL 36606 | Secretary per Articles of Incorporation |

- | | | |
|---|---|--|
| 7 | Arthur L Holmes, Sr
648 Gehrig Ave
Mobile AL 36610-2328 | Registered Agent home address good 8/2024 –
Phone numbers are 251-648-1473, 251-644-0846,
251-476-4609, 251-478-5047 and 251-341-7233
good 2024 |
| 8 | Arthur L Holmes, Sr
1851 Canal St
Mobile AL 36606-4341 | LexisNexis address good 10/2024 |
| 9 | Arthur L Holmes, Sr
2780 Government Blvd
Mobile AL 36606-2606 | LexisNexis address good 11/2024 |

**TAX STATUS: 2023 taxes are paid, and 2024 taxes are due
by 12/31/2024**

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs KOF Church, Inc., filed 8/26/2024, recorded 9/25/2024,
instrument number 2024060285.

RESOLUTION

Sponsored by: C J Small – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances” adopted December 5, 2017, the accessory structure at **3616 KENT ROAD** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8, and 15; and**

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **3616 KENT ROAD** described as:

LOT 13 BLK D OF 1ST ADD TO PINEWOOD MBK 5 PG 208 #SEC 40
T5S R1W #MP32 09 40 0 004

Parcel Number: 32 09 40 0 004 052

Last Assessed to: CURTIS ROBERT A JR & MARION D

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be **demolished** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances.”

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

March 10, 2025



TO: Lisa Lambert, City Clerk

FR: David Daughenbaugh, Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, March 18, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **3616 KENT ROAD**. OWNED BY OR MAY HAVE AN INTEREST: **CURTIS ROBERT A JR & MARION D** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 32 09 40 0 004 052

COUNCIL DISTRICT 3 – C J SMALL

**LEGAL DESCRIPTION: LOT 13 BLK D OF 1ST ADD TO PINEWOOD MBK 5 PG 208 #SEC 40 T5S
R1W #MP32 09 40 0 004**

DD/md



City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

3616 KENT RD

Property Details

PARCEL KEY#	01034945	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	3
STRUCTURE TYPE	Residential	FLOOD ZONE	X-Shaded

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE	2/8/2024	COMMENTS	

Property Score

SCORE 42 62 SCORE DESCRIPTION Review Committee

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☐

APPROVAL DATE 2-29-24

Noted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 01/14/2025

Property Address: 3616 Kent Road **District No:** 3

- ☐ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☒ 3. Structures or components thereof that have reached their limit state.
- ☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☐ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☒ 15. Yard is overgrown with weeds and/or covered with litter, debris and junk.











Affidavit of Mailed Notice



March 10, 2025

State of Alabama
County of Mobile

Subject Property – 3616 Kent Road.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

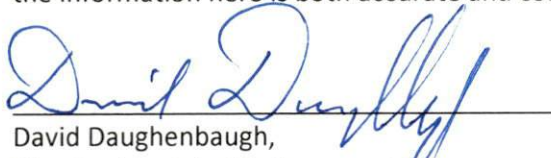
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 2 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.


David Daughenbaugh,
Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Robert Allen Curtis, Jr.
Marion Denise Curtis
3616 Kent Road
Mobile, AL 36605-4362

January 21, 2025

RE: **3616 Kent Road**
Project Number: ME-147-24

Dear Robert Allen Curtis, Jr., Marion Denise Curtis:

On January 14, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 3616 Kent Road.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 13 BLK D OF 1ST ADD TO PINWOOD MBK 5 PG 208 #SEC 40
T5S R1W #MP32 09 40 0 004

Parcel Number: 32 09 40 0 004 052

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

- ☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;
- (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;
- (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;
- (7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **March 7, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **March 7, 2025**, provide the Code Official with a work plan to accomplish the repairs by **March 7, 2025**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **March 7, 2025**, which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

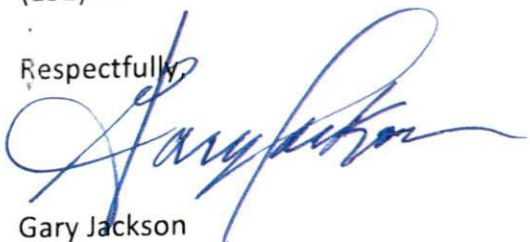
- IV. **NOTICE** is hereby given that on **March 18, 2025 at 10:30 a.m.,** a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,



Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 3616 Kent Road

Date: December 17, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: December 17, 2024

Per the Title Report, the owner is: Robert Allen Curtis, Jr and Marion Denise Curtis

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | |
|---|--|
| 1 Robert Allen Curtis, Jr
Marion Denise Curtis
3616 Kent Rd
Mobile AL 36605-4362 | Owners – LexisNexis address good 12/2024 –
Subject/location address – Phone numbers are
251-776-2138, 251-471-1825 good 2024 |
| 2 Robert Allen Curtis, Jr
Marion Denise Curtis
4925 Cole Dr W
Mobile AL 36619-8947 | LexisNexis address good 11/2024 – Revenue
Commission website mailing address good 2021 -
2024 |

TAX STATUS: 2024 PROPERTY TAX IS DUE BY 12/31/2024

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Robert Allen Curtis, Jr and Marion Denise Curtis, filed 10/8/2024, recorded 10/9/2024, instrument number 2024064215.

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of \$500 each to the following employee(s):

February 2025 FFOM – Terry L. Merrell (Emp #12929)

This employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

City Clerk

Email address michael.breckenridge@cityofmobile.org

Name of Nominee Terry Merrell

Rank of Nominee Driver

Assignment of Nominee Engine 22

Date of Incident Feb 06, 2025

Meritorious Period (To and From) Since 08/20/2005

Type of Award being requested Employee of the Month

Summary of Incident / Action

Driver Merrell has an infectious positive attitude every day he comes to work and carries it throughout the whole shift. Even if we're on our 3rd call after midnight his positive attitude helps keep the crew in a compassionate state of mind. Terry also has been an immense help to me as a new captain, with all the new responsibilities that a promotion presents sometimes I overlook things, he is able to steer me in the right direction without being undermining. He is also a good role model to both of my new guys I have on the Engine. He is willing to pass down all of his information and proves that attitude is a choice in a day where so many others choose to complain. I never have to tell Terry how to get to any destination. I'm willing to wager he's one of the only few drivers that don't use their cell phone to get to a call and doesn't need any directions even if we're dispatched out of our area. He goes above and beyond if I am on holiday or vacation, when I return Terry will have somehow managed to check 40 hydrants or done 20 business inspections without me asking him to do this feat. The biggest reason I believe he deserves this award though is his love of helping people, with all the opportunities to transfer to a slower pace station Terry wants to stay at 22 because it gives him the most opportunities to help someone in their time of need.

Name of Originator Michael Breckenridge

Rank of Originator Captain

Assignment of Originator Engine 22

I certify that the fact contained in the summery are both known to me and are a matter of record. Michael David Breckenridge

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of \$500 to the following employee:

- **March 2025 – Saint Hope Walker (Employee # 20109) Public Works (Public Services, Fleet Management)**

This employee is to be commended for their exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

City Clerk

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

Sponsored by: Councilmember Cory Penn

WHEREAS, *Councilmember Penn wishes to appropriate \$1,000.00 to **Grace Place Community Development Corporation**, from the District 1 Discretionary Fund (10041020 42080); and*

WHEREAS, **Grace Place 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 **Grace Place Community Development Corporation**, will be used to *assist with the upcoming Leadership Conference on March 14 & 15, 2025.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$1,000.00 to Grace Place 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 Cory Penn

WHEREAS, *Councilmember Penn wishes to appropriate \$500.00 to **Kingdom Covenant Connections, Inc.***, from the *District 1 Discretionary Fund (10041020 42080)*; and

WHEREAS, **Kingdom Covenant Connections, Inc.**, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to **Kingdom Covenant Connections, Inc.**, will be used to *assist with the 20th Annual Unit Walk Weekend Celebration on September 12-14, 2025.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$500.00 to Kingdom Covenant Connections, Inc.**, for the purposes described hereinabove 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 \$1,000.00 to Jack & Jill of America, Inc., Mobile Chapter*, from the *District 2 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 *\$1,000.00 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 Florence Howard Elementary School, from District 2 Discretionary Funds (10041020 42080); and*

WHEREAS, *Florence Howard Elementary School*, is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *Florence Howard Elementary School*, *will be used to assist with the A-CAP Recognition Awards Day*, which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$500.00 to Florence Howard Elementary School for the purposes described hereinabove and pursuant to the language on request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

Contract# 5311

**PRELIMINARY ENGINEERING
AND
CONSTRUCTION
AGREEMENT
FOR A
FEDERAL AID
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND THE
CITY OF MOBILE
Mobile County**

**Project No. HSIP-NR25()
CPMS Ref# 100079727 & 100079728**

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of Mobile, Alabama, hereinafter referred to as the CITY.

WHEREAS, the STATE and the CITY desire to cooperate in the upgrades to detection systems at traffic signals in the City of Mobile; Project# HSIP-NR25(); CPMS Ref# 100079727 and 100079728.

NOW, THEREFORE, it is mutually agreed between the STATE and the CITY as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. Highway Safety Improvement Program Funds shall be limited to \$783,320.80 for this project. Any deficiency in Federal Aid or overrun in costs will be borne by the CITY from CITY funds. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 50% of eligible costs, whichever is less.
- B. The estimated cost and participation by the various parties is as follows:

PRELIMINARY ENGINEERING

FUNDING SOURCE	ESTIMATED COSTS
Federal HSIP Funds	\$ 25,000.00
City Funds	\$ 25,000.00

TOTAL (Incl Indirect Cost)	\$ 50,000.00

CONSTRUCTION

FUNDING SOURCE	ESTIMATED COSTS
Federal HSIP Funds	\$ 758,320.80
City Funds	\$ 758,320.80

TOTAL (Incl CE&I & Indirect Cost)	\$ 1,516,641.60

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the FHWA or in excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the CITY.

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the CITY.

PART THREE (3): PROJECT SERVICES

- A. The CITY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the CITY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the CITY. In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the CITY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired shall be in the name of the CITY with any condemnation or other legal proceedings being performed by the CITY.

The CITY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the CITY from the sale or lease of property.

- B. The CITY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.

- C. The STATE will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with STATE forces or with a consultant. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will be an eligible cost as part of this Agreement.
- D. The STATE will furnish all construction engineering for the project with STATE forces or with a consultant. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The CITY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

- A. The CITY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the CITY to proceed.
- B. Associated Construction cost will be an eligible cost as part of this Agreement.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the CITY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The CITY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the CITY, the CITY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The CITY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. The CITY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the CITY will provide all bids to the STATE with a recommendation for award. The CITY shall not award the contract until it has received written approval from the STATE.

For projects with approval by the STATE to use CITY Forces, the Construction for the project will be performed by the CITY at actual costs for labor, materials, and equipment, as approved by the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the CITY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The CITY will be the permittee of record with ADEM for the permit. The CITY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The CITY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The CITY will secure all permits and licenses of every nature and description applicable to the project in any manner and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.
- E. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.
- F. The CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the CITY will assume full ownership and responsibility for the project work and maintain the project in accordance with applicable State law.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The CITY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The CITY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- B. The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- C. The CITY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The CITY will report to the STATE the progress of the project in such manner as the STATE may require. The CITY will also provide the STATE any information requested by the STATE regarding the project. The CITY will submit to the STATE financial

statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The CITY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the accomplishment of the project. The CITY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the CITY will give its full cooperation to those persons or their authorized representatives, as applicable.

The CITY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

- D. The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.
- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.
- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the CITY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this agreement 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 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.
- C. 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.
- D. No member, officer, or employee of the CITY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

City of Mobile, Alabama

By: _____
City Clerk (Signature)

By: _____
As Mayor (Signature)

Type Name of Clerk
(AFFIX SEAL)

Type Name of Mayor

This contract has been legally reviewed and approved as to form.

By: _____
Legal Counsel for
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

Matthew J. Ericksen, P.E.
Southwest Region Engineer

Bradley B. Lindsey, P.E.
State Local Transportation Engineer

Edward N. Austin, P. E.
Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS _____ DAY OF _____, 20_____.

KAY IVEY
GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER_____

BE IT RESOLVED, by the City of Mobile as follows:

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

**Upgrades to detection systems at traffic signals in the City of Mobile;
Project# HSIP-NR25(); CPMS Ref# 100079727 and 100079728.**

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

I, the undersigned qualified and acting Clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the _____day of _____, 20____, and that such resolution is on file in the City Clerk's Office.

ATTESTED:

City Clerk

Mayor

_____day of _____, 20_____, and that such resolution is of record in the Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this_____day of _____, 20_____.

City Clerk

(AFFIX SEAL)

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CITY upon an equitable basis. The value of the work performed by the CITY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 - 1. The ratio of the amount of work performed by the CITY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
 - 2. The amount of the expense to which the CITY is put in performing the work to be terminated in proportion to the amount of expense to which the CITY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CITY prior to the termination, no consideration will be given to profit, which the CITY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CITY, the value of the work performed by the CITY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by CITY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

Page 1

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the CITY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The CITY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

EXHIBIT H

Page 2

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CITY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CITY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CITY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CITY of the CITY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The CITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

EXHIBIT H

Page 3

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the CITY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CITY under contract until the CITY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The CITY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CITY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CITY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

EXHIBIT H
Page 4

The CITY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CITY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CITY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The CITY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

EXHIBIT H

Page 5

- b. The CITY, in accordance with the status of CITY as an independent contractor, covenants and agrees that the conduct of CITY will be consistent with such status, that CITY will neither hold CITY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CITY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CITY.

CITYS' CERTIFICATIONS

The CITY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CITY. The CITY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CITY at the time of execution of the AGREEMENT. The CITY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CITY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CITY agrees that a meal allowance shall be limited to CITY employees while in travel status only and only when used in lieu of a per diem rate.

The CITY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CITY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal 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.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

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 AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CITY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CITY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

That the City enters into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Upgrades to detection systems at traffic signals in the City of Mobile; Project # HSIP-NR25();

CPMS Ref# 100079727 and 100079728

Contract #: SDT08

Contract Amount: \$783,320.80

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the City.

I, the undersigned qualified and acting City Clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council named therein, at a regular meeting of such Council held on the _____ day of _____, 20____, and that such resolution is on file in the City Clerk's Office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this _____ day of _____, 20_____.

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: HSIP Signal Detection Upgrades

CAPITAL PROJECT # SDT08 DATE OF RECEIPT 03/12/2025

DEPT. PROJECT # HSIP-NR25

PROJECT DESCRIPTION

Upgrades to signal detection systems citywide

CONTRACT AMOUNT \$783,320.08

VENDOR NAME Alabama Department of Transportation

VENDOR NUMBER 282370

DEPT # 2060 DEPT NAME Traffic Engineering

CONTRACT ADMINISTRATOR Jennifer White

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N X; 5% of the 1st 50% ___ or If different, indicate special rate ___

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

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

Prepared by: Jennifer White Date 3/12/2025

Revised 5/16/2022 Tiffany Hollins



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 18 March 2025
Date

Item No. _____

Submitted by: _____
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
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 Gametime

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Gametime for Ultrasite picnic table replacement tops,
seats, and hardware for MPRD.

CIP all Districts, Misc Park Expenses less than \$20,000.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$24,016.32

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>20799</u>	2025	(2012) PARKS MAINTENANCE	PICNIC TABLE REPLACEMENT PARTS FOR MPRD (PRICE BELOW BID REQUIREMENT, OMNIA COOPERATIVE PURCHASING AGREEMENT)	\$24,016.32	<u>(289913)</u> <u>GAMETIME</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020799-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 1
--	---	--------

Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/27/25	289913				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

AS PER YOUR QUOTE 106307-01-03 AND OMNIA PARTNERS AGREEMENT CONTRACT # 2017001134
 EXPIRES 06-30-2026

001	ULTRASITE -- 6' EXPANDED TOP THERMO T-GREEN, PART# T-V72-T, QUOTE ATTACHED FOR ALL LINES. OMNIA CONTRACT # 2017001134	32.00 EACH	290.78000	9304.96
-----	--	---------------	-----------	---------

1	2000.80.00.0000.0000.0000.0000.44020. E C0931 .OPERSUPPLS.			1329.28
2	2000.80.00.0000.0000.0000.0000.44020. E C0735 .OPERSUPPLS.			1329.28
3	2000.80.00.0000.0000.0000.0000.44020. E C0736 .OPERSUPPLS.			1329.28
4	2000.80.00.0000.0000.0000.0000.44020. E C0737 .OPERSUPPLS.			1329.28
5	2000.80.00.0000.0000.0000.0000.44020. E C0738 .OPERSUPPLS.			1329.28
6	2000.80.00.0000.0000.0000.0000.44020. E C0739 .OPERSUPPLS.			1329.28
7	2000.80.00.0000.0000.0000.0000.44020. E C0702 .OPERSUPPLS.			1329.28

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020799-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 2
--	---	--------

Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/27/25	289913				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607				
002	ULTRASITE - 6' EXPANDED SEAT THERMO T-GREEN, PART# T-V72-S	64.00 EACH	150.40000	9625.60
1	2000.80.00.0000.0000.0000.0000.44020. E C0931 .OPERSUPPLS.			1375.09
2	2000.80.00.0000.0000.0000.0000.44020. E C0735 .OPERSUPPLS.			1375.09
3	2000.80.00.0000.0000.0000.0000.44020. E C0736 .OPERSUPPLS.			1375.09
4	2000.80.00.0000.0000.0000.0000.44020. E C0737 .OPERSUPPLS.			1375.09
5	2000.80.00.0000.0000.0000.0000.44020. E C0738 .OPERSUPPLS.			1375.09

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020799-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 3
--	---	--------

Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/27/25	289913				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
6	2000.80.00.0000.0000.0000.0000.44020. E C0739 .OPERSUPPLS.			1375.09
7	2000.80.00.0000.0000.0000.0000.44020. E C0702 .OPERSUPPLS.			1375.06

Ship To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.
 MOBILE, AL 36607
 Delivery Reference
 CATHY HANKINS

Deliver To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.
 MOBILE, AL 36607

003	ULTRASITE - 29 7/8" BRANCE FOR 158/238V TABLE P/C P-GREEN, PART # P-01-04-0125	64.00 EACH	25.07000	1604.48
1	2000.80.00.0000.0000.0000.0000.44020. E C0931 .OPERSUPPLS.			229.21
2	2000.80.00.0000.0000.0000.0000.44020. E C0735 .OPERSUPPLS.			229.31
3	2000.80.00.0000.0000.0000.0000.44020. E C0736 .OPERSUPPLS.			229.31

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020799-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 4
--	---	--------

Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/27/25	289913				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
4	2000.80.00.0000.0000.0000.0000.44020. E C0737 .OPERSUPPLS.			229.31
5	2000.80.00.0000.0000.0000.0000.44020. E C0738 .OPERSUPPLS.			229.31
6	2000.80.00.0000.0000.0000.0000.44020. E C0739 .OPERSUPPLS.			229.31
7	2000.80.00.0000.0000.0000.0000.44020. E C0702 .OPERSUPPLS.			228.72

Ship To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.
 MOBILE, AL 36607
 Delivery Reference
 CATHY HANKINS

Deliver To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.
 MOBILE, AL 36607

004	ULTRASITE - 158/238V - TABLE HARDWARE, PARTY# 33-09-0014	32.00 EACH	15.04000	481.28
1	2000.80.00.0000.0000.0000.0000.44020. E C0931 .OPERSUPPLS.			68.75

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020799-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 5
--	---	--------

Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/27/25	289913				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
2	2000.80.00.0000.0000.0000.0000.44020. E C0735 .OPERSUPPLS.			68.75
3	2000.80.00.0000.0000.0000.0000.44020. E C0736 .OPERSUPPLS.			68.75
4	2000.80.00.0000.0000.0000.0000.44020. E C0737 .OPERSUPPLS.			68.75
5	2000.80.00.0000.0000.0000.0000.44020. E C0738 .OPERSUPPLS.			68.75
6	2000.80.00.0000.0000.0000.0000.44020. E C0739 .OPERSUPPLS.			68.75
7	2000.80.00.0000.0000.0000.0000.44020. E C0702 .OPERSUPPLS.			68.78

Ship To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.
 MOBILE, AL 36607
 Delivery Reference
 CATHY HANKINS

Deliver To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.
 MOBILE, AL 36607

005 FREIGHT	1.00 EACH	3000.00000	3000.00
Vendor Item Inventory Item/Loc 14009			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020799-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 6
--	---	--------

Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/27/25	289913				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.44020. E C0931 .OPERSUPPLS.			428.57
2	2000.80.00.0000.0000.0000.0000.44020. E C0735 .OPERSUPPLS.			428.57
3	2000.80.00.0000.0000.0000.0000.44020. E C0736 .OPERSUPPLS.			428.57
4	2000.80.00.0000.0000.0000.0000.44020. E C0737 .OPERSUPPLS.			428.57
5	2000.80.00.0000.0000.0000.0000.44020. E C0738 .OPERSUPPLS.			428.57
6	2000.80.00.0000.0000.0000.0000.44020. E C0739 .OPERSUPPLS.			428.57
7	2000.80.00.0000.0000.0000.0000.44020. E C0702 .OPERSUPPLS.			428.58

Ship To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.
 MOBILE, AL 36607
 Delivery Reference
 CATHY HANKINS

Deliver To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.
 MOBILE, AL 36607

[Requisition Link](#)

Requisition Total

24016.32

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020799-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 7
--	---	--------

Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/27/25	289913				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	Account		Amount	Remaining Budget
E C0702	.OPERSUPPLS.	.	3430.42	9800.52
E C0735	.OPERSUPPLS.	.	3431.00	41909.63
E C0736	.OPERSUPPLS.	.	3431.00	24501.78
E C0737	.OPERSUPPLS.	.	3431.00	32052.61
E C0738	.OPERSUPPLS.	.	3431.00	28039.84
E C0739	.OPERSUPPLS.	.	3431.00	34814.49
E C0931	.OPERSUPPLS.	.	3430.90	20064.14

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.		

24016.32

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Forward	03/06/25	KIM CARMODY	Automatic Forward to 91055604
Approved	03/06/25	DANIEL OTTO	
Approved	03/06/25	BRENDA RHODES	
Approved	03/06/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	03/06/25	RELYA MALLORY	Auto approved by: 910511034
Forward	03/07/25	LONELL HARRIS	Automatic Forward to 9105paij
Approved	03/12/25	DONALD ROSE	Auto approved by: 910518227
Approved	03/12/25	SANDRA LEWIS	
Approved	03/12/25	STEVEN KRONINGER	Auto approved by: 910518227
Approved	03/12/25	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	03/12/25	ANNE FOLEY	Auto approved by: 910518227
Approved	03/12/25	JOHN PAINE	Auto approved by: 910518227

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020799-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved
--	---

Page 8

Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/27/25	289913				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
Authorized By: _____ Date: _____ Signature			



GameTime

Playground Solutions, Outdoor Furniture & Recreation Environments

We Play, Too. We're Play Innovators, Play Experts and Play Researchers.

Since 1929, GameTime has pursued a mission of enriching childhood through play. We've combined our passion for play with contemporary design, world-class manufacturing and standards-based programs and curriculum. Our local network of representatives and certified installers, coupled with industry-leading research and expertise, enables us to provide playground equipment that communities can enjoy for years to come.



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.

Click Your Industry

Education | Government

Nonprofit

Corporate | Enterprise

Real Estate

Private Equity

Public Sector



K-12 Education



Higher Education



State & Local Government

We work with park and recreation professionals, schools, landscape architects and youth organizations to create outdoor recreation solutions for every generation. Agencies who are registered through OMNIA Partners can use GameTime's contract to access a breadth of products from play systems to park



amenities. The contract includes our top-notch playground equipment, outdoor fitness equipment, splash parks, water fountains, surfacing, bike racks, bleachers, site amenities and even installation. There is no limit and no minimum when it comes to utilizing this contract. You'll still be getting the industry's best warranty at the best price – no hassles, guaranteed.

- **Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services**

City of Charlotte, NC | 2017001134



[VIEW CONTRACT DOCUMENTATION](#)

[CONTACT US](#)

GameTime Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

City of Charlotte, NC

Contract Number: 2017001134

Initial Term: July 1, 2017 through June 30, 2022

Renewal Options: Option to renew for two (2) additional two-year periods through June 30, 2026

RENEWED THROUGH June 30, 2026

Executive Summary

- [Uniform Guidance](#)
- [Due Diligence](#)
- [Due Diligence](#)

Master Agreement Documents

- [GameTime Contract 2017001134](#)
- [GameTime Contract 2017001134](#)
- [Contract Amendment 1](#)
- [Contract Amendment 2](#)
- [Contract Amendment 3](#)
- [Contract Amendment 4](#)
- [Contract Amendment 5](#)

- [Contract Amendment 6](#)
- [Contract Amendment 7](#)
- [Contract Amendment 8](#)
- [Contract Amendment 9](#)
- [Contract Amendment 10](#)
- [Contract Amendment 11](#)
- [Contract Amendment 12](#)
- [Contract Amendment 13](#)
- [Contract Amendment 14](#)
- [Contract Amendment 15](#)
- [Contract Amendment 16](#)

Solicitation Process

- [RFP Playground Equipment 269-2017-028](#)
- [RFP 269-2017-028 Addendum 1](#)
- [RFP 269-2017-028 Addendum 2](#)
- [RFP 269-2017-028 Addendum 3](#)
- [RFP 269-2017-028 Postings Document](#)

INDUSTRIES

K-12 Education
Higher Education
Government
Nonprofit
Enterprise
Corporate
Private Equity
Real Estate

SOLUTIONS

Contract Offerings
OPUS
Data & Spend Analytics
Industry Experts

ABOUT US

RESOURCES

CAREERS



OMNIA[®]
P A R T N E R S

5001 Aspen Grove Drive info@omniapartners.com
Franklin, TN 37067 (866) 875-3299

BECOME A MEMBER



[Privacy Policy](#) | [Terms of Use](#)

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. 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



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 18, 2025

Submitted by:

Nicholas Amberger

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

Cory Penn, Councilmember

Joel Daves, Councilmember

Gina Gregory, Councilmember

William Stimpson, Mayor

Purpose and Scope of Project:

Authorize Agreement to accept Fee Simple Right of Way Deed when prepared, for Tract 3, located at 3661 Dauphin Street, for \$198,000 plus closing costs, City Engineering Project No. 2018-3005-26; ALDOT Project No. STPMB-7533(601) Access Management and Signal Upgrades on Dauphin Street from west of I-65 at SpringHill Memorial Hospital to Sage Avenue

Amount of Contract:

\$198,000.00 plus closing costs

Funding Source

G-STPM7553

ATTACHMENTS:

1. RESOLUTION Mar 2025 - Dauphin Tct 3
2. Agreement ROW DWBC-SIGNED
3. Contrac-ALDOT & City ROW Acq 09.28.2012
4. Contract-2018-3005-26 ALDOT & City_Supplem_ROW acq

REVIEWERS:

Stacey Howard

Carleen Stout

Randy Threadgill

Chris Kern
James Barber

RESOLUTION

Sponsored by Mayor William S. Stimpson and Council Members, Cory Penn, Joel Daves, and Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and the City Clerk be, and hereby are, authorized to execute a Purchase and Sale Agreement and to accept a Deed for the acquisition of approximately _____ acres of land located _____ as set out in the instruments attached hereto for the price of \$_____.

Said property is being conveyed to the City of Mobile by _____

BE IT RESOLVED that the Executive Director of Finance be and is authorized and directed to request acquirors from Capital Account _____ in the amount of the sales price plus closing costs, less prorated share of property taxes payable to _____

BE IT FURTHER RESOLVED THAT that the Deputy Director of Real Estate Asset Management of the City of Mobile is hereby authorized and directed to execute for and in the name and on behalf of the City of Mobile what ever supporting documents, affidavits, closing statements, or other ancillary forms necessary to complete the sale of said property.

Adopted:

City Clerk

AGREEMENT
(Fee simple)

MOBILE COUNTY)
STATE OF ALABAMA)

Project No. STPMB 7533(601)

THIS AGREEMENT is made between the City of Mobile, party of the first part, acting by and through its Council, and Dauphin Way Baptist Church, a religious corporation, party of the second part:

For and in consideration for the sum of one dollar (\$1.00) in hand paid by the party of the first part to the party of the second part, receipt of which is hereby acknowledged, the parties herein agree as follows:

1. The party of the first part agrees to purchase in fee simple from the party of the second part certain property, known as Right of Way Tract No. 3 of **Federal Aid Project Number STPMB 7533(601)** as identified from the records of the City of Mobile Engineering Department, for the purpose of creating improvements, to include resurfacing, curb and gutter, traffic signals, lighting, and access management modifications, as shown by the right of way map of said project.

2. The party of the second part agrees to sell and convey the property to the party of the first part in fee simple, free of all encumbrances, and will execute and deliver a warranty deed to the party of the first part, upon payment of the sum of \$ 198,000.00 dollars to the party of the second part by the party of the first part, at the time of delivery of such deed. The party of the second part agrees to satisfy all liens for ad valorem taxes outstanding against the above tract that become due and payable October 1 next following the date of execution of the agreement. The party of the second part understands the above-mentioned sum includes payment for the following:

Tract 3 PAR1 as shown on attached sketch, Exhibit A

and excludes payment for the following items appraised as personalty:

N/A

3. The party of the second part agrees that the party of the first part shall have the right to enter the remaining land of the party of the second part, if any, for the purpose of removing and/or relocating structures and/or other improvements located partially or wholly within the right of way.

4. The party of the first part agrees that, in addition to the above sum to be paid to the party of the second part, the following work and/or construction is to be performed by the party of the first part as a right of way concession and/or mitigation of damages without cost to the party of the second part: N/A

5. The party of the first part agrees to pay the sum of N/A dollars to the party of the second part upon the satisfactory completion of the following work: N/A

which work shall be completed within N/A days from the date of notification of the approval of the terms of this agreement.

6. It is understood by both parties that the party of the second part shall vacate the premises within thirty (30) days after transfer of title, removing only such items as are considered personal property, except that in no case shall the party of the second part be required to vacate the premises prior to the expiration of the ninety (90) day notice of relocation eligibility, heretofore furnished the party of the second part, which expires on N/A

7. Exceptions and additional conditions: N/A

The rights provided for in this agreement shall survive the closing of the contract by delivery of the deed.

IN WITNESS WHEREOF the parties herein have set their hands and seals this the ____ day of _____, 2025.

**SELLER: Dauphin Way Baptist Church,
a religious corporation**

David K. Mosow Date 3/15/2025

AS ITS: Trustee

William H. Hendrix Date 3/10/2025

AS ITS: Trustee

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for the said County in said State, hereby certify that David Mosow and William Hendrix whose names as trustees of Dauphin Way Baptist Church, a religious corporation, signed to the foregoing Agreement (fee simple) and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Agreement for Sale and Purchase, he/she, in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this 5th day of March, 2025.

Jessica Strenth
Notary Public



My Commission Expires:
March 22, 2026

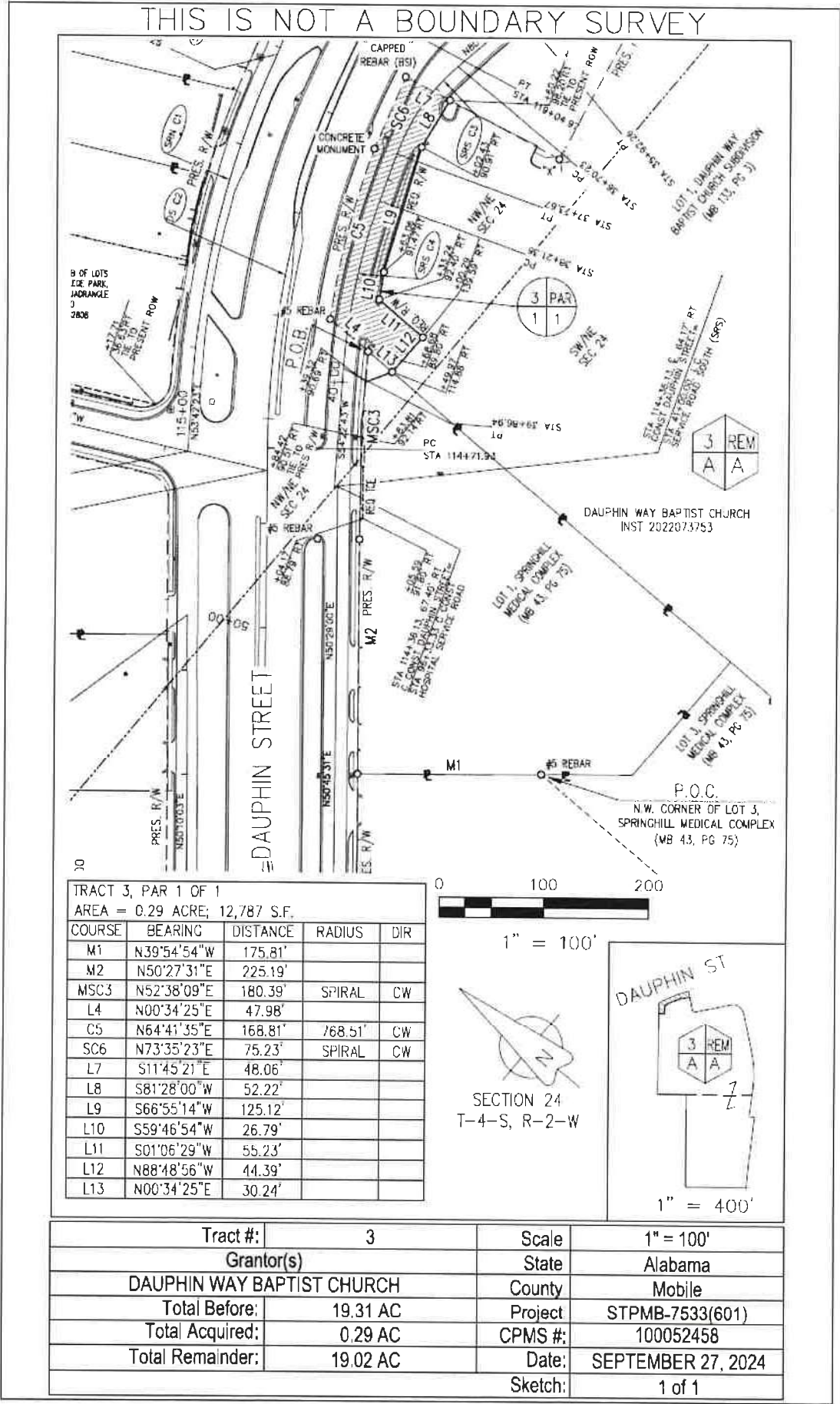
BUYER: CITY OF MOBILE

BY _____ Date ____/____/2025
WILLIAM S. STIMPSON, As Its Mayor

ATTEST:

Lisa C. Lambert, as City Clerk

EXHIBIT "A"



01-288

RESOLUTION

2012

Sponsored by: Mayor Samuel L. Jones
Councilmembers Richardson & Copeland

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

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a construction agreement, by and between the City of Mobile and Alabama Department of Transportation, for work as outlined in the agreement attached hereto and made a part hereof as set forth in full. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company: Alabama Department of Transportation

Project Name: Dauphin Street from Sage Ave. to West of I-65
Mobile County STPMB-7533 () *Right of Way Agreement*

Estimated Total Cost: \$270,400.00

Estimated City Funds: \$54,080.00

Adopted: JUL 31 2012



City Clerk

RESOLUTION NUMBER 01-288

2012

BE IT RESOLVED, by the City Council of the City of Mobile, Alabama as follows:

1. That the CITY enter into an Agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:

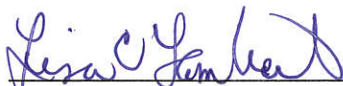
Right-of-Way Agreement for Project STPMB-7533 (), Project Reference Number 100052458 for Dauphin Street additional lanes from Sage Avenue to west of I-65 at Springhill Memorial Hospital in the City of Mobile.

2. That the Agreement be executed in the name of the CITY, by its Mayor, of the City of Mobile for and on its behalf;
3. That the Agreement be attested by the City Clerk and the seal of the CITY affixed thereto.

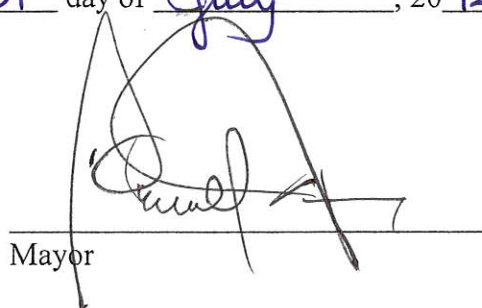
BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the City Clerk.

Passed, adopted, and approved this 31 day of July, 20 12.

ATTESTED:

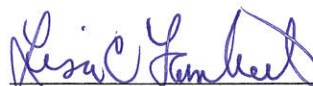


City Clerk


Mayor

I, the undersigned qualified and acting clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the City Council of the CITY named therein, at a regular meeting of such Council held on the 31 day of July, 20 12, and that such resolution is on file in the City Clerk's office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the CITY on the 31 day of July, 20 12.



City Clerk

K-11-0140
AG# 8581

**AGREEMENT
FOR
RIGHT-OF-WAY ACQUISITION**

**BETWEEN THE STATE OF ALABAMA
AND
CITY OF MOBILE**

**Project STPMB-7533 ()
Project Reference Number 100052458
Dauphin Street Additional Lanes from
Sage Avenue to West of I-65 at Springhill Memorial Hospital
in the City of Mobile**

THIS AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and the City of Mobile, Alabama, hereinafter referred to as CITY; in cooperation with the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA; and

WHEREAS, a Transportation Improvement Program has been developed for the Mobile Urbanized Area and certain transportation improvements and priorities are listed therein; and

WHEREAS, it is in the public interest for the STATE and the CITY to cooperate toward the implementation of the Transportation Improvement Program; and

WHEREAS, the STATE and CITY desire to cooperate in a right-of-way acquisition program for Dauphin Street additional lanes from Sage Avenue to west of I-65 at Springhill Memorial Hospital in the City Mobile .

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

- (1) This Agreement will cover only the right-of-way acquisition phase of the work.

- (2) The right-of-way purchased under terms of this Agreement will be acquired by the STATE and in accordance with current regulations of the STATE and FHWA. The CITY/COUNTY will adhere to all STATE and FHWA regulations pertaining to the Acquisition of right-of-way and will coordinate their activities with the Division Acquisition Manager for guidance. If any right-of-way is acquired in ALDOT's name, the following procedure will apply:

Upon Final Acceptance of construction of this Project by FHWA, the CITY/COUNTY agrees to assume ownership of the right-of-way acquired under this Right-of-Way Agreement upon execution and delivery of a Quitclaim Deed by ALDOT to the CITY/COUNTY Official(s);

Upon request by ALDOT, CITY/COUNTY Officials shall execute an Agreement for The RELINQUISHMENT AND TRANSFER OF PUBLIC ROAD on behalf of the CITY/COUNTY. The RELINQUISHMENT AND TRANSFER OF PUBLIC ROAD Agreement shall provide for the transfer of ownership and maintenance of the right-of-way acquired under this Right-of-Way Agreement to the CITY/COUNTY for use as a public road. The RELINQUISHMENT AND TRANSFER OF PUBLIC ROAD Agreement will be provided by the Division Acquisition Manager.

- (3) Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization by FHWA.
- (4) This Project will be administered by the STATE and all cost will be financed, when eligible for Federal participation, on the basis of 80 percent Federal funds and 20 percent CITY funds. The estimated cost and participation by the various parties are as follows:

	<u>Total Estimated</u>	<u>Estimated Federal Funds</u>	<u>Estimated CITY Funds</u>
Right-of-Way Acquisition	<u>\$270,400</u>	<u>\$216,320</u>	<u>\$54,080</u>
TOTAL	\$270,400	\$216,320	\$54,080

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, the CITY will be responsible for its proportionate share.

- (5) Any cost for work not eligible for Federal reimbursement will be financed 100 percent by the CITY, which payment will be reflected in the final audit.
- (6) The CITY agrees that in the event the FHWA determines, due to rules and/or regulations of FHWA (including but not limited to delay of the Projects, or delay of Projects contemplated to be developed and accomplished in sequence to the current Projects) that Federal funds expended on this Project must be refunded to the FHWA, the CITY will reimburse and pay to the STATE a sum of money equal to the total amount of STATE and Federal funds expended under this Agreement.
- (7) The CITY upon notification by the STATE will provide its share of the estimated matching funds for Right-of-Way Acquisition as above noted to the STATE before the STATE will proceed with the Right-Of-Way Acquisition described in this Agreement.
- (8) The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE and FHWA.
- (9) The CITY will assist the STATE, if necessary, in any public involvement actions that may be required.
- (10) The CITY will provide without cost to the STATE, information available from its records that will facilitate the performance of the work.

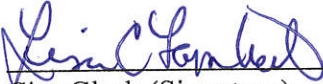
- (11) It is clearly understood by the parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein and that a separate Agreement will be required for the construction of the proposed improvement.
- (12) The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.
- (13) A final audit will be made of all Project records after completion of the Project and a copy will be furnished to the Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the audit and this Agreement.
- (14) The CITY will be responsible at all times for the maintenance of all of the work performed under this Agreement and especially, the CITY will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, employees and agents of each, from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the performed work under this Agreement and from and against those at any time out of or connected with performed work.
- (15) This Agreement shall terminate on January 17, 2015, as to any work provided herein for which funding has not been authorized, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination. The City agrees that the STATE may unilaterally extend the time of the Agreement.
- (16) Nothing will be construed under the terms of this Agreement by the STATE or the CITY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24th Law).

(17) Exhibits M and N are attached and hereby made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of approval of the Governor of Alabama.

SEAL

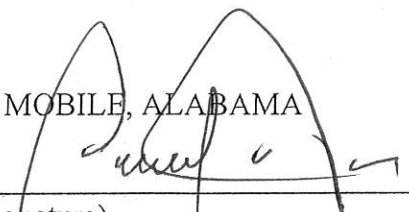
ATTEST:



City Clerk (Signature)

Lisa C. Lambert
Type name of Clerk

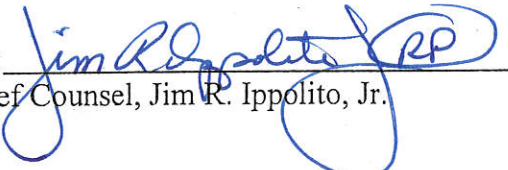
CITY OF MOBILE, ALABAMA

By: 

Mayor (Signature)

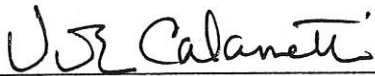
Samuel L. Jones
Type name of Mayor

APPROVED AS TO FORM:

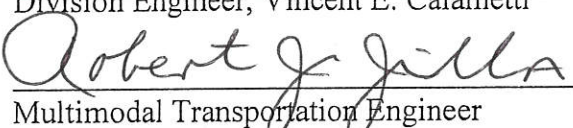
BY: 

Chief Counsel, Jim R. Ippolito, Jr.

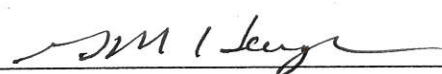
RECOMMENDED FOR APPROVAL:



Division Engineer, Vincent E. Calametti

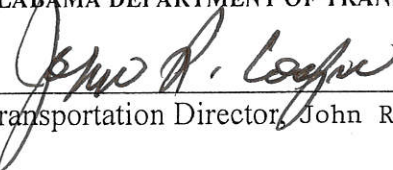


Multimodal Transportation Engineer
Robert J. Jilla



Acting Chief Engineer, G. M. Harper

STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION



Transportation Director, John R. Cooper

The foregoing Agreement is hereby approved by the Governor of the State of Alabama
this 28th day of September, 20 12.



GOVERNOR OF ALABAMA, ROBERT BENTLEY

CERTIFICATION

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

07/01/2002

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the term sand 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 agreement shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in the agreement shall be deemed null and void.

TERMINATION DUE TO INSUFFICIENT FUNDS

If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

In the event of proration of the fund from which payment under this agreement is to be made, agreement will be subject to termination.

ADR CLAUSE

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General Office of Administrative Hearings or where appropriate, private mediators.

01-688

2018

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, 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 set forth in full, subject to the company signing the agreement and furnishing the required bonds and insurance. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company: ALDOT

Project Name: Dauphin Street from Sage Avenue to West of I-65 at
Springhill Memorial Hospital Agreement for ROW Acquisition

Estimated Cost: N/A

Adopted: 10-09-18



City Clerk

RESOLUTION NUMBER 01-688

BE IT RESOLVED, by the City Council of the City of Mobile, Alabama, as follows:

That the City enters into a Supplemental Agreement Number 1' with the State of Alabama, acting by and through the Alabama Department of Transportation amending an Agreement dated September 28, 2012 for: Right-of-way acquisition program, Project STPMB-7533 (), Project Reference Number 100052458 Dauphin Street Additional Lanes from Sage Avenue to West of I-65 at Springhill Memorial Hospital in the City of Mobile; which Agreement is before this Council.

1. That the Supplemental Agreement be executed in the name of the City, by its Mayor, for and on its behalf.
2. That the Supplemental Agreement be attested by the City Clerk and the seal of the City affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Supplemental Agreement by all parties, that a copy of such Supplemental Agreement be kept on file by the City Clerk.

Passed, adopted, and approved this 9 day of October, 20 18.

ATTESTED:


City Clerk


Mayor

I, the undersigned qualified and acting clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the City Council of the City named therein, at a regular meeting of such Council held on the 9 day of October, 20 18, and that such resolution is on file in the City Clerk's office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 9 day of October, 20 18.


City Clerk

**AGREEMENT
FOR
RIGHT-OF-WAY ACQUISITION**

**BETWEEN THE STATE OF ALABAMA
AND
CITY OF MOBILE**

**Project STPMB-7533 ()
Project Reference Number 100052458
Dauphin Street Additional Lanes from
Sage Avenue to West of I-65 at Springhill Memorial Hospital
in the City of Mobile**

SUPPLEMENTAL AGREEMENT NUMBER 1

THIS SUPPLEMENTAL AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and the City of Mobile, Alabama, hereinafter referred to as CITY.

WHEREAS, the STATE and CITY entered into a right-of-way acquisition program for Dauphin Street Additional Lanes from Sage Avenue to West of I-65 at Springhill Memorial Hospital in the City of Mobile, effective September 28, 2012, and

WHEREAS, the STATE and CITY desire to amend the Agreement entered into on September 28, 2012 by execution of this Supplemental Agreement.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated do hereby mutually promise, stipulate, and agree that the foregoing Agreement between the parties dated September 28, 2012 is hereby amended in the following respects:

1. Page 2, paragraph 2, of the foregoing Agreement is hereby amended in the following respects: The right-of-way purchased under terms of this Agreement will be acquired by the CITY and in accordance with current regulations of the STATE and FHWA. The CITY/COUNTY will adhere to all STATE and FHWA regulations pertaining to the Acquisition of right-of-way and will coordinate their activities with the Region Acquisition Manager for guidance. If any right-of-way is acquired in ALDOT's name, the following

procedure will apply: Upon Final Acceptance of construction of this Project by FHWA, the CITY/COUNTY agrees to assume ownership of the right-of-way acquired under this Right-of-Way Agreement upon execution and delivery of a Quitclaim Deed by ALDOT to the CITY/COUNTY Official(s);

Upon request by ALDOT, CITY/COUNTY Officials shall execute an Agreement for The RELINQUISHMENT AND TRANSFER OF PUBLIC ROAD on behalf of the CITY/COUNTY. The RELINQUISHMENT AND TRANSFER OF PUBLIC ROAD Agreement shall provide for the transfer of ownership and maintenance of the right-of-way acquired under this Right-of-Way Agreement to the CITY/COUNTY for use as a public road. The RELINQUISHMENT AND TRANSFER OF PUBLIC ROAD Agreement will be provided by the Region Acquisition Manager.

2. Page 3, paragraph 7, of the foregoing Agreement is hereby amended in the following respects: The CITY will submit reimbursement invoices for work performed under the terms of this Agreement to the Alabama Department of Transportation within six (6) months after the right-of-way has been acquired. Any invoices submitted after this six (6) month period will not be eligible for payment.
3. Page 3, paragraph 9, of the foregoing Agreement is hereby amended in the following respects: The CITY will handle any public involvement actions that may be required.
4. Page 4, paragraph 14, of the foregoing Agreement is hereby amended in the following respects: For all claims not subject to Ala. Code § 11-93-2 (1975), the CITY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required,

authorized, or undertaken by the CITY pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its officers, officials, agents, servants, and employees.

5. Page 4, paragraph 15, of the foregoing Agreement is hereby amended in the following respects: This agreement will remain in effect, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination.
6. The foregoing agreement is hereby further amended by adding the following paragraph: 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.
7. All other and remaining terms of the Agreement dated September 28, 2012 shall remain the same.

IN WITNESS WHEREOF, the parties hereto cause this Supplemental Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Supplemental Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

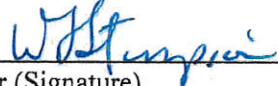
SEAL

ATTEST:


City Clerk (Signature)

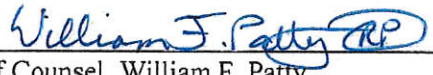
Lisa C. Lambert
Type name of Clerk

CITY OF MOBILE, ALABAMA

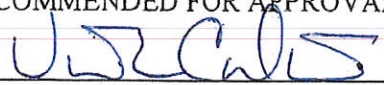
BY: 
Mayor (Signature)

William S. Stimpson
Type name of Mayor

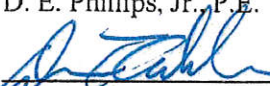
THIS SUPPLEMENTAL AGREEMENT HAS BEEN LEGALLY REVIEWED
AND APPROVED AS TO FORM AND CONTENT:

BY: 
Chief Counsel, William F. Patty

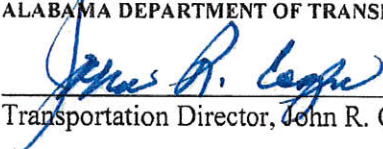
RECOMMENDED FOR APPROVAL:


Southwest Region Engineer, Vincent E. Calametti, P. E.


State Local Transportation Engineer,
D. E. Phillips, Jr., P. E.


Chief Engineer, Don T. Arkle, P. E.

STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION


Transportation Director, John R. Cooper

The within and foregoing Supplemental Agreement is hereby approved on the
this 26 day of November, 20 18.


GOVERNOR OF ALABAMA, KAY IVEY



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 18, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Ferno Washington Inc for two Ferno Power X1 ambulance cots for MFRD.

Amount of Contract:

\$33,753.98

Funding Source

General fund EMS expense.

ATTACHMENTS:

1. 20250310 Ferno Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 18 March 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 Ferno Washington Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Ferno Washington Inc for two Ferno Power X1 ambulance
cots for MFRD.

EMS expense

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$33,753.98

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>20264</u>	2025	(1510) FIRE ADMINISTRATION	2 FERNO POWER X1 AMBULANCE COTS FOR MFRD (SOURCEWELL COOPERATIVE PURCASHING AGREEMENT, NOT ON STATE CONTRACT)	\$33,753.98	<u>(63090) FERNO WASHINGTON INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020264-00 FY 2025 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42150. Review: Buyer: 910520704 Status: Approved
--	--

Page 1

Vendor FERNO WASHINGTON INC 70 WEIL WAY WILMINGTON, OH 45177 Tel#937-382-1451 Fax 937-382-1191	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
02/17/25	063090				FIRE ADMINISTRATION

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

AS PER QUOTE 25978 AND SOURCEWELL CONTRACT 041823-FNO 001 POWER X1 STRETCHER (NEW) -item 0015807 includes Bolster Mattress, SAE Compliant Patient Restraints System, (1) 36V Li-ion Memory Free Battery, (1) AC-input Charger, Standard Shock Frame for Trendelenburg, Backrest Equipment Hook for Monitor, Manual Backup, Lead Handle, Control End wheel Locks, Post to lock into Antler/Rail System, J Safety Hook *Two Year Warranty Included* SAVVIK CONTRACT PRICING: FERNO Contract # 2024-04; also includes: OPTION, MATTRESS BOLSTER HOOK - comes standard, item 1408034; OPTION, FIXED BACKREST - comes standard item 1408007; OPTION, 26G RESTRAINT - crash tested, 26G restraints - comes standard, item 1408011; per Quote 25978 Vendor Item	2.00 EACH	14196.63000	28393.26
1 6120.70.15.0000.0000.1510.0000.0000.42150.			28393.26

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020264-00 FY 2025 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42150. Review: Buyer: 910520704 Status: Approved	Page 2
--	--	--------

Vendor FERNO WASHINGTON INC 70 WEIL WAY WILMINGTON, OH 45177 Tel#937-382-1451 Fax 937-382-1191	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
02/17/25	063090				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			
002	OPTION, WITH HEAD END O2 - Head end O2 Holder, item 1408036 ; per Quote 25978 Vendor Item	2.00 EACH	184.92000	369.84
1	6120.70.15.0000.0000.1510.0000.0000.42150.			369.84
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020264-00 FY 2025 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42150. Review: Buyer: 910520704 Status: Approved
--	--

Page 3

Vendor
 FERNO WASHINGTON INC
 70 WEIL WAY

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

WILMINGTON, OH 45177

MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Tel#937-382-1451
 Fax 937-382-1191

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
02/17/25	063090				FIRE ADMINISTRATION

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

003	OPTION, SAE, WITH ICS - SAE Cot Compatibility Kit - what allows the stretcher to lock into the PRO F1 Floor Fastener to be SAE Compliant and follow the KKK Standards; item 1408014; per quote 25978 Vendor Item	2.00 EACH	1495.44000	2990.88
-----	---	--------------	------------	---------

1	6120.70.15.0000.0000.1510.0000.0000.42150.			2990.88
---	--	--	--	---------

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	SA - POWER X1 PM - 2 Preventative Maintenance (PMs) are included for FREE when purchasing new stretchers. These PMs must be used	4.00 EACH	500.00000	2000.00
-----	--	--------------	-----------	---------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020264-00 FY 2025 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42150. Review: Buyer: 910520704 Status: Approved	Page 4
--	--	--------

Vendor FERNO WASHINGTON INC 70 WEIL WAY WILMINGTON, OH 45177 Tel#937-382-1451 Fax 937-382-1191	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
02/17/25	063090				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	during two year factory warranty - 1 per year. FERNO recommends having a PM scheduled per year to help keep your equipment in good working condition. Each PM = \$500 x 2 per stretcher =\$1,000 value per stretcher purchase when purchasing new versus buying demo units; item 7000240; includes: SA - POWER X1 PM - You are saving \$2, 000.00 when purchasing 2 new stretchers since two PMs automatically come with each POWER X1 Stretcher, item 7000240 per quote 25978 Vendor Item			

1 6120.70.15.0000.0000.1510.0000.0000.42150.	2000.00
--	---------

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020264-00 FY 2025 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42150. Review: Buyer: 910520704 Status: Approved
---	---

Page 5

Vendor
 FERNO WASHINGTON INC
 70 WEIL WAY

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

WILMINGTON, OH 45177

MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Tel#937-382-1451
 Fax 937-382-1191

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
02/17/25	063090				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Requisition Link			
Requisition Total			33753.98

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

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.42150.		
EMERGENCY MEDICAL SVCS EXP	33753.98	2293514.32
MAINTENANCE & REPAIRS		

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

Activity	Date	Clerk	Comment
Approved	03/06/25	DONALD ROSE	Auto approved by: 910520704
Approved	03/06/25	SANDRA LEWIS	Auto approved by: 910520704
Approved	03/06/25	STEVEN KRONINGER	Auto approved by: 910520704
Approved	03/06/25	SAMANTHA COOLEY	
Approved	03/06/25	LONELL HARRIS	Auto approved by: 910520704
Approved	03/06/25	ANNE FOLEY	Auto approved by: 910520704
Approved	03/06/25	JOHN PAINE	Auto approved by: 910520704

Authorized By: _____ Date: _____
 Signature

FERNO

EMS equipment

#041823-FNO

Maturity Date: 6/30/2027

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

Documents

Contract Documentation

[Contract](#)

Competitive Solicitation Documentation

- [Request for Proposal \(RFP\)](#)
- [Proof of Publication](#)
- [Proposal Opening Record](#)
- [Proposal Evaluation](#)
- [Comment & Review](#)
- [Board Resolutions](#)

Pricing Documentation

Information in this file is subject to change

[Contract 041823-FNO-Price Information](#)

Additional Files

[Locate your local dealer or representative](#)

Contact us

Have questions about a contract or cooperative purchasing?

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

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](#)[e2iQC 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.



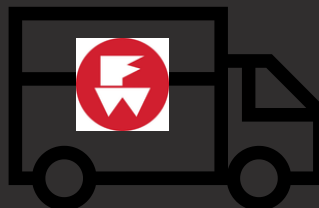
SOURCEWELL

Contract Pricing

Public Safety Medical Supplied, Equipment & Monitors

————— *Product Category* —————

- | | |
|--|-----|
| • EMERGENCY PATIENT HANDLING & TRANSPORT EQUIPMENT | 20% |
| • BAGS & CASES | 23% |
| • IMMOBILIZATION AND SPLINTING | 23% |
| • PEDIATRIC (<i>Does not include Kangoofix</i>) | 23% |
| • KANGOOFIX | 20% |
| • INTRAXX & SELECT MOUNTS | 23% |
| • RESCUE EQUIPMENT <i>*Spartan baskets not included</i> | 20% |
| • PHILIPS - TEMPUS PRO MONITOR, LS DEFIBRILLATOR, ACCESSORIES, FRx AED | 20% |
| • DEFIBTECH LIFELINE ARM XR & ACCESSORIES | 20% |





*Sourcewell contract pricing will reflect a discount of 20% - 23% off list price (based off category).

*Does NOT include optional Service Plans. A 5% discount for service plans will be applied if purchased in conjunction with equipment. Service plans purchased separately are sold at list price.

*Cot Care Program is sold at list price only



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: March 18, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to forensic software provider for annual renewal and upgrade of forensic software licenses for Gulf Coast Technology Center.

Amount of Contract:

\$21,230.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250312 Magnet Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 18 March 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 Forensic software provider

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to forensic software provider for annual renewal and upgrade of forensic software licenses for Gulf Coast Technology Center.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$21,230.00

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>20342</u>	2025	(1502) GULF COAST TECHNOLOGY CENTER	ANNUAL RENEWAL AND UPGRADE OF AXIOM FORENSIC SOFTWARE LICENSE FOR GULF COAST TECHNOLOGY CENTER (BID EXEMPT AS SOFTWARE)	\$21,210.00	<u>(295509)</u> <u>MAGNET</u> <u>FORENSICS USA</u> <u>INC</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00020342-00 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
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
02/18/25	295509				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. License renewal for existing software.

001	AS PER QUOTE #Q-380878-3. LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes	1.00 EACH	4620.00000	4620.00
-----	--	--------------	------------	---------

6AX110
Magnet AXIOM Essentials
Start Date: April 1, 2025
End Date: March 31, 2026
Vendor Item
Inventory Item/Loc 1723

1	1000.30.15.1502.1502.1502.0000.0000.42115.			4620.00
---	--	--	--	---------

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020342-00 FY 2025 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 2
--	---	--------

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
02/18/25	295509				GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
002	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes ----- 6AX110 Magnet AXIOM Essentials Start Date: April 1, 2025 End Date: March 31, 2026 Vendor Item Inventory Item/Loc 1723	1.00 EACH	4620.00000	4620.00
1	1000.30.15.1502.1502.1502.0000.0000.42115.			4620.00

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

003	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes ----- 6AX210 Magnet AXIOM Advanced	1.00 EACH	6720.00000	6720.00
-----	---	--------------	------------	---------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020342-00 FY 2025 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 3
--	---	--------

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
02/18/25	295509				GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
	Start Date: April 1, 2025 End Date: March 31, 2026 WITH WITNESS BUNDLE WTS00B. Vendor Item Inventory Item/Loc 1723			
1	1000.30.15.1502.1502.1502.0000.0000.42115.			6720.00
	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			
004	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes ----- WTS00B Witness Bundle WTS60 Witness Term License Start Date: April 1, 2025 End Date: March 31, 2026 WTS40	1.00 EACH	5250.00000	5250.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020342-00 FY 2025 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42115. Review: Buyer: 9105fo1a Status: Approved	Page 4
--	---	--------

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
02/18/25	295509				GULF COAST TECHNOLOGY CENTE

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

Witness USB Dongle

FREE SHIPPING
Vendor Item
Inventory Item/Loc 1723

1	1000.30.15.1502.1502.1502.0000.0000.42115.			5250.00
---	--	--	--	---------

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

Requisition Link

Requisition Total	21210.00
-------------------	----------

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

Account	Amount	Remaining Budget
1000.30.15.1502.1502.1502.0000.0000.42115.	21210.00	1104409.72
GULF COAST TECHNOLOGY CENTER SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
Approved	02/18/25	JASON SMITH	Reviewed and Approved
Approved	02/18/25	CURTIS GRAVES	Auto approved by: 910520680

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020342-00 FY 2025 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42115. Review: Buyer: 9105fola Status: Approved
--	---

Page 5

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
02/18/25	295509				GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
Approved	02/19/25 ROBERT LASKY			
Approved	02/19/25 CURTIS GRAVES			
Forward	03/07/25 LONELL HARRIS			
Approved	03/12/25 DONALD ROSE			
Approved	03/12/25 SANDRA LEWIS			
Approved	03/12/25 STEVEN KRONINGER			
Approved	03/12/25 SAMANTHA COOLEY			
Approved	03/12/25 ANNE FOLEY			
Approved	03/12/25 JOHN PAINE			
Approved	03/12/25 ANNE FOLEY			

Auto approved by: 910519642
 Automatic Forward to 9105paij
 Auto approved by: 9105fola
 Auto approved by: 9105fola
 Auto approved by: 9105fola
 Auto approved by: 9105fola
 Auto approved by: 9105fola
 Auto approved by: 9105fola

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 18, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Gulf Coast Truck & Equipment Co Inc to replace engine in 2018 Pierce Enforcer fire pumper truck.

Amount of Contract:

\$59,861.45

Funding Source

General fund.

ATTACHMENTS:

1. 20250307 Gulf Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 18 March 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 Gulf Coast Truck & Equipment Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Gulf Coast Truck & Equipment Co Inc to replace engine in
2018 Pierce Enforcer fire pumper truck.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$59,861.45

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 5933

How many bidders received bid packages (if applicable): 8+web

How many bidders submitted bids (if applicable): 4

If this is not the lowest bid, explain why not:

Lowest bidder withdrew bid.

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>20989</u>	2025	(1510) FIRE ADMINISTRATION	REPLACE ENGINE IN 2018 PIERCE ENFORCER FIRE PUMPER TRUCK (SEALED BID 5933)	\$59,861.45	<u>(77800) GULF COAST TRUCK & EQUIPMENT CO INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020989-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: Status: Approved
--	--

Page 1

Vendor
 GULF COAST TRUCK & EQUIPMENT CO INC
 P O BOX 6267

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36660

MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Tel#251-476-2744
 Fax 251-478-5919

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
03/06/25	077800				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
001 E-8 / ASSET 75530: ENGINE REPLACEMENT	1.00	59861.45000	59861.45
Additional Description Notes	EACH		

VENDOR TO REPLACE EXISTING CUMMINS L9 ENGINE WITH A NEW COMPLETE DROP - IN CUMMINS COMPLETE L9 ENGINE.

ENGINE IS BEING REPLACED IN 2018 PIERCE FIRE PUMPER VIN NUMBER 4P1BAFF7JA019056.

NO FIREFIGHTER, DRIVER, CAPTAIN, DISTRICT CHIEF, CHIEF OF DEPARTMENT, FIRE MECHANIC OR GARAGE SUPERVISOR, HAS THE AUTHORITY OR PERMISSION TO CHANGE THE TERMS OF THIS PURCHASE NOR TO INCURE ANY ADDITIONAL COSTS TO THE CITY OF MOBILE.

ANY ADDITIONAL WORK, EQUIPMENT OR CHANGES THAT INCUR ADDITIONAL COST OR EXPENSE TO THE CITY OF MOBILE AND DONE WITHOUT THE PRIOR WRITTEN PERMISSION OF THE PURCHASING AGENT IS DONE SO AT THE EXPENSE OF THE VENDOR.

THE ONLY PERSON ALLOWED TO SIGN TITLE WORK IS THE PURCHASING AGENT OF THE CITY OF MOBILE.

VENDOR IS TO PICKK UP THE TRUCK FROM TEH CITY OF MOBILE AND RETURN THE TRUCK UNDER IT'S OWN POWER TO THE CITY OF MOBILE

AS PER CITY OF MOBILE BID #5933 AND YOUR QUOTE

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020989-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: Status: Approved	Page 2
--	--	--------

Vendor GULF COAST TRUCK & EQUIPMENT CO INC P O BOX 6267 MOBILE, AL 36660 Tel#251-476-2744 Fax 251-478-5919	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
03/06/25	077800				FIRE ADMINISTRATION

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

1 1000.30.15.1510.1522.1510.0000.0000.45050.	59861.45
--	----------

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

[Requisition Link](#)

Requisition Total	59861.45
-------------------	----------

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.45050.	59861.45	5609150.71
FIRE SUPPRESSION DIV EXP	REPAIR PARTS	

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

Activity	Date	Clerk	Comment
CCancelled	03/06/25	JOHN PAINE	GL Allocation changed
Forward	03/07/25	LONELL HARRIS	Automatic Forward to 9105paij

BID TABULATION FOR BID #5933
REPLACEMENT OF EXISTING CUMMINS L9 ENGINE IN
2018 PIERCE FIRE PUMPER

KENWORTH OF MOBILE/TRUCKWORX	\$55,452.43
*WITHDREW BID	
GULF COAST TRUCK & EQUIPMENT	\$59,861.45
EMERGENCY EQUIPMENT PROFESSIONAL	\$60,034.07
CUMMINS INC DBA CUMMINS SALES & SERVICE	\$65,830.71

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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

**Purchasing Department
and Package Delivery:**

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

Postal Service Does Not Deliver to This Street Address

This is Not an Order

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

Typed by: _____ en Buyer: 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:
02/13/2025	5933	GARAGE	TO BE SPECIFIED

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M., FRIDAY, FEBRUARY 28, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	REPLACEMENT OF EXISTING CUMMINS L9 ENGINE IN 2018 PIERCE FIRE PUMPER Vendor to Replace Existing Cummins L9 Engine with a New Complete Drop-in Cummins Complete L9 Engine. Vehicle is currently at City of Mobile Fire Training Center on Owens Street in Mobile. To view Apparatus, contact Jason Browne at 251-288-7501. Vendor will need to tow Pumper to Repair Shop. Vendor will pick Truck up from City of Mobile Fire Training Center at 860 Owens Street, Mobile, AL 36604. Vendor will deliver Apparatus under its own power back to the City. Vendor will follow Cummins break-in procedures and shall document the break-in.					
			TOTAL			

Page 1 of 3

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

Phone Number _____

Email Address _____

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

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Signature _____

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of 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 3 City will have full access to Vendor’s shop to view the Replacement process. Business License Required (See Instruction #14). All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor’s principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. This Bid is for only the work that is specified and listed in this bid package. No additional work will be allowed without written instructions and permission of the Purchasing Agent of the City of Mobile.					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 Any questions or problems, contact the City of Mobile Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org. No employee of the City, mechanic, mechanic supervisor, firefighter, captain, chief, fire mechanic, fire mechanic supervisor has the authority or permission to authorize any additional work or service that increases the cost of the purchase order. Only the Purchasing Agent can authorize any additional work or additional expense to the City of Mobile. All Changes must be done in writing and can only be issued by the Purchasing Agent. The successful vendor shall provide the serial number of new replacement engine as soon as possible after award and prior to beginning installation. Time to Complete Replacement of Engine and Associated Parts may be a consideration in the award of this bid. Time to Complete Replacement _____ Price to perform _____ Successful bidder will have sufficient competence and capacity to complete the work required in a timely and professional manner. City has the discretion to make additional inquiries or require additional documentation of any bidder's fitness to perform the work, and may, in its sole discretion, reject any bidder as not sufficiently responsible to perform the work. Such inquiries may include consideration of previous work the bidder may have done for the City that the City considers to have been significantly deficient. <u>CONE OF SILENCE</u>. 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. THE ABOVE TO BE AWARDED ALL OR NONE.					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Engine Replacement

Engine 8 (E8)

2018 Pierce Enforcer

Asset: 75530

VIN: 4P1BAAFF7JA019056

Current Mileage: 55,853

Current Hours: 7,128

1. New complete drop-in Cummins engine assembly (remanufactured or rebuilt not acceptable)
2. Coolant system flush and refill with OAT coolant
3. Replace radiator hoses and 5/8" coolant hoses that come off the engine to heater valves and DEF header
4. Must be able to program ECM to factory specs at no additional charge
5. New oil, oil filter, fuel filters, air filter and coolant
6. Replace DPF filter with new filter (cleaned / baked filter not acceptable)
7. Vendor to have pump test run by a 3rd party certified EVT (F-3). Truck must pass pump test after engine installation and a copy of the pump test provided to MFRD
8. Vendor is responsible to pick the unit up from the MFRD training center and return the truck under its own power to MFRD
9. Replace DEF fluid filter with new filter
10. Replace all engine belts
11. Replace motor mounts
12. Vendor shall provide comprehensive / component(s) warranty documentation with their bid



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: March 18, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for one 2025 Ford F150 Supercrew 4WD pickup truck for Building Services.

Amount of Contract:

\$48,629.00

Funding Source

Motor pool capital

ATTACHMENTS:

1. 20250313 Stivers Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 18 March 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 Stivers Ford Lincoln Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for one 2025 Ford F150
Supercrew 4WD pickup truck for Building Services.
Motor Pool Capital

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$48,629.00

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: 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>20988</u>	2025	(F7000) MOTOR POOL	2025 FORD F150 SUPERCREW 4WD PICKUP TRUCK FOR BUILDING SERVICES (AL STATE CONTRACT)	\$48,629.00	<u>(292393) STIVERS FORD LINCOLN INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020988-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved
--	--

Page 1

Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/06/25	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 2025 OR NEWER FORD F150 SUPERCREW 4x4 PICKUP AS FOLLOWS: OXFORD WHITE IN COLOR; INTERIOR VINYL 40/20/40-MEDIUM DARK SLATE GRAY;CLASS IV RECEIVER HITCH; 4/7 PIN CONNECTOR;5.0L V8 ENGINE; ELECTRONIC LOCKING AXLE;BLACK PLATFORM RUNNING BOARDS-XL; TOW HAUL PACKAGE-REQUIRES 3.5L ECOBOOST OR 5.0L V8 ENGINE-INCLUDES TRAILER BRAKE CONTROLLER;PRIVACY GLASS;POWER INVERTOR; 4 CORNER LED STROBE LIGHTS;TOOL BOX-STANDARD(15");SPRAY-IN BED LINER (5-1/2" BED) AS PER STATE OF ALABAMA CONTRACT T-191 MASTER AGREEMENT MA2200000003128-15 AND YOUR QUOTE. Additional Description Notes ----- 2025 OR NEWER FORD F150 SUPERCREW 4x4 PICKUP AS FOLLOWS: OXFORD WHITE IN COLOR; INTERIOR VINYL 40/20/40-MEDIUM DARK SLATE GRAY;5.0L V8 ENGINE; ELECTRONIC LOCKING AXLE;BLACK PLATFORM RUNNING BOARDS-XL; TOW HAUL PACKAGE-REQUIRES 3.5L ECOBOOST OR 5.0L V8 ENGINE-INCLUDES TRAILER BRAKE CONTROLLER;PRIVACY GLASS;POWER INVERTOR; 4 CORNER LED STROBE LIGHTS;TOOL BOX-STANDARD(15");SPRAY-IN BED LINER (5-1/2" BED)	1.00 EACH	48629.00000	48629.00

AS REQUESTED BY 3037-BUILDING SERVICES

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020988-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 2
--	--	--------

Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/06/25	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP03037 .VEHICLEEXP.			48629.00

Ship To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 TRAVESIA AGEE

Deliver To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET
 MOBILE, AL 36604

002 FREIGHT	1.00 EACH	344.00000	344.00
-------------	--------------	-----------	--------

Additional Description Notes

DELIVERY 177 MILES TIMES \$ 2.00 PER MILE FOR \$344.00
 Vendor Item
 Inventory Item/Loc 14009

1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP03037 .VEHICLEEXP.			344.00
---	--	--	--	--------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020988-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 3
---	--	--------

Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/06/25	292393				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 48973.00

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

Account	Amount	Remaining Budget
E MP03037 .VEHICLEEXP.	48973.00	3627.04

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	48973.00	11530524.18
MOTOR POOL EXP	VEHICLE ACQ (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
Approved	03/06/25	TRAVESIA AGEE	
Approved	03/06/25	CHARLES SUMRALL	Auto approved by: 910513381
Approved	03/06/25	SHONNDA SMITH	Auto approved by: 910518787

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020988-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved
--	--

Page 4

Vendor STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/06/25	292393				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
Approved	03/06/25 CHERI BOUCHER			
Forward	03/07/25 LONELL HARRIS			
Approved	03/13/25 DONALD ROSE		Automatic Forward to 9105paij	
Approved	03/13/25 SANDRA LEWIS		Auto approved by: 9105paij	
Approved	03/13/25 STEVEN KRONINGER		Auto approved by: 9105paij	
Approved	03/13/25 SAMANTHA COOLEY		Auto approved by: 9105paij	
Approved	03/13/25 ANNE FOLEY		Auto approved by: 9105paij	
Approved	03/13/25 JOHN PAINE			

Authorized By: _____ Date: _____
 Signature



Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	3342424610
1 Record(s)			

Supplier Contact

First name	Last name	Email	Phone
David	Maddox	dmaddox@stiversonline.com	833-317-3566
1 Record(s)			

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date	End Date
6/15/2022	6/14/2025

Documents

- Stivers Ford Disclosure and E Verify.pdf
- Updated_Ford-T191_All_T...C...S-23-22 (3).pdf
- Master_Agreement_V2 (5).pdf
- Ford 2023 Order Bank Opening Updates.pdf
- Updated_Ford_Bid_specs T191 S-23-22.pdf
- Master_Agreement_V1.pdf
- Ordering Summary as of September 26, 2023.docx

Items

Item Name	Product Code	UOM
Ford Explorer	220000003128-3	40.169.00 Each
Ford Maverick	220000003128-6	26.189.00 Each
Ford Transit Cargo Van	220000003128-10	43.337.00 Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	40.717.00 Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	38.467.00 Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	41.911.00 Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	44.258.00 Each
Ford Diesel Engine Upgrade	220000003128-17	9.756.00 Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	46.408.00 Each
Ford Diesel Engine Upgrade	220000003128-19	9.756.00 Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	45.601.00 Each
Ford Diesel Engine Upgrade	220000003128-21	9.756.00 Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	47.738.00 Each
Ford Diesel Engine Upgrade	220000003128-23	9.756.00 Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	45.162.00 Each
Ford Diesel Engine Upgrade	220000003128-25	9.756.00 Each
Ford F350 Super Duty Super Cab 4WD	220000003128-26	47.518.00 Each
Ford Diesel Engine Upgrade	220000003128-27	9.756.00 Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-28	46.514.00 Each
Ford Diesel Engine Upgrade	220000003128-29	9.756.00 Each
Ford Diesel Engine Upgrade	220000003128-31	9.756.00 Each
Ford F350 Super Duty Crew Cab 2WD	220000003128-32	47.546.00 Each
Ford Diesel Engine Upgrade	220000003128-33	9.756.00 Each
Ford F350 Super Duty Crew Cab 4WD	220000003128-34	50.402.00 Each
Ford Diesel Engine Upgrade	220000003128-35	9.756.00 Each
Optional Equipment	220000003128-36	0.00 USD
Vehicle Delivery	220000003128-37	0.00 USD
Ford F350 Super Duty Crew Cab 4WD	220000003129-30	48.870.00 Each



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 18, 2025

Submitted by:

Relya Mallory, Capital Projects Administrator

Sponsored by:

William Stimpson, Mayor

Joel Daves, Councilmember

Purpose and Scope of Project:

To transfer \$23,500.00 from Capital Project #D0017 Priority Proj/District 5 Capital (Fund 2000) to G-TAPVOS.MATCHINGR (Fund 5001) 5001.5001.49030. These funds will be used as a Grant Match for streetscapes in the Village of Springhill near CVS and Holiday.

Amount of Contract:

Funding Source

Capital Improvement Fund

ATTACHMENTS:

1. RESOLUTION-CAPITAL TRANSFER TO GRANT FUND

REVIEWERS:

Relya Mallory

Scott Collins

Chris Kern

James Barber

RESOLUTION

Sponsored by: William S. Stimpson, Mayor
Joel Daves, City Councilperson District 5

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
MOBILE, ALABAMA**, that the sum of \$23,500.00 in the Capital
Improvement Fund (2000) be reallocated from Capital Project #D0017
Priority Proj/District 5 Capital to G-TAPVOS.MATCHINGR (Fund 5001)
5001.5001.49030. These funds will be used as a Grant Match for
streetscapes in the Village of Springhill in the area near CVS and Holiday.

ADOPTED:

CITY CLERK



CAPITAL CONTRACT SUMMARY SHEET

NA



AGENDA ITEM SUMMARY SHEET

Agenda of: March 18, 2025

Submitted by:

John Forrester, City Engineer

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Stimpson, Mayor

William Carroll, Councilmember

Purpose and Scope of Project:

Grant a permanent easement to Alabama Power to provide new underground service to Williamson High School, for their future football stadium, located at 1567 East Dublin Street, as shown in yellow on attached drawing.

Amount of Contract:

NA

Funding Source

NA

ATTACHMENTS:

1. RES APCO Williamson HS
2. APCO Easement Williamson HS

REVIEWERS:

Stacey Howard

Carleen Stout

Chris Kern

James Barber

RESOLUTION

Sponsored by Mayor William S. Stimpson and Council Member William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, and the Board of School Commissioners of Mobile County, an easement, to ALABAMA POWER COMPANY as set out in W.E. #A6553-06-AC24, a copy of which is attached hereto and made a part hereof as though fully set forth herein, for and in consideration of the sum of ONE AND NO/100 (\$1.00) DOLLARS, needed for ALABAMA POWER COMPANY to provide new underground service to Williamson High School, located at 1567 East Dublin Street, for their future football stadium, as shown in yellow on attached drawing.

Adopted:

City Clerk

EASEMENT - DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF MOBILE

W.E. # A655306AC24

Parcel No. 72304958

THIS AGREEMENT, made and entered into on this the ____ day of _____, 2025, by and between the City of Mobile, a municipal corporation and the Board of School Commissioners of Mobile County, hereinafter known as Grantor and Alabama Power Company, a corporation, hereinafter known as Grantee:

WITNESSETH:

WHEREAS, the City of Mobile, being the owner and the Board of School Commissioners of Mobile County, being a lessee of the land or easements and rights of way with respect thereto more particularly described as follows:

BEG AT INT OF E/W 1/2 SEC 4 & E/L OF ANTWERP ST RUN THE ALG E/W 1/2 SEC 4 375 FT(S) TO W/L OF SWALLOW DR THN ALG W/L 256 FT(S) TO S/L OF EDUCLIN ST TH SWLY ALG S/L 410 FT(S) TO E/L OF ANTWERP ST TH S ALG E/L 140 FT(S) TO POB #SEC 28 T4S R1W #MP29 10 28 1 003 Parcel Number: 2910281003079.000 The location of the right of way conveyed herein is generally shown on the Company's drawing attached hereto and made a part hereof but shall be more precisely determined by the actual location(s) as installed. **New facilities as highlighted in yellow on the Engineer's drawing.**

WHEREAS, the City, to the extent of its interest, is willing to grant such easement along and across a portion of its property and easements upon the terms and conditions hereinafter set out;

NOW, THEREFORE,

In consideration of the sum of One and No/100 (\$1.00) Dollar, in hand paid to the City by the Power Company, the receipt whereof is hereby acknowledged and other good and valuable considerations, the City, to the extent of its interest, does hereby grant to the Power Company, subject to the terms, conditions and reservations hereinafter set forth, an easement for, **Overhead and/or Underground**. The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, wires, conduits, fiber optics, cables, communication lines, translosures, transformers, anchors, guy wires, and other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power and communications, along a route selected by the Company, as determined by the location(s) in which the Company's facilities are to be installed. The width of the Company's right of way will depend on whether the Facilities are underground or overhead: for underground, the right of way will extend five (5) feet on all sides of said Facilities as and where installed; for overhead Facilities, the right of way will extend fifteen (15) feet on all sides of said Facilities as and where installed.

Location of the easements herein granted shall be as shown marked in yellow on **Alabama Power Company Drawing No. # A655306AC24** marked as Exhibit "A" attached hereto and made a part hereof.

Together with all the rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right of ingress and egress to and from said facilities and the right to excavate for installation, replacement, repair and removal thereof, and also the right to cut and keep clear all trees, underbrush, shrubbery, roots and other growth, and to keep clear any and all obstructions or obstacles of whatever character on, under or above said facilities.

Subject to the following conditions, the Power Company shall construct, operate and maintain said electric power transmission lines and communication service at the location hereinabove designated in accordance with the following:

A. Grantee shall defend, indemnify and hold Grantor harmless from any loss, damage or judgments incurred as a result of injury or damage to persons or property to the extent caused by Grantee's negligence in performing the above described work on the premises.

B. The said facilities shall be constructed, operated and maintained in accordance with the adopted procedure of well-regulated business and undertakings of same or similar kind, and in such manner as not to cause the facilities of the Power Company or the City's property to be in conflict with the specifications of the National Electrical Safety Code, or any other specifications prescribed by laws of the United States or of the State of Alabama, or any regulatory body having jurisdiction with respect to such facilities or property. At any time, such specifications are not being met because of the construction, operation and

maintenance or presence of said electric power facilities and communication service, then the Power Company shall within 30 days after notice that such specifications are not being met, construct, operate and maintain said facilities in accordance with such specifications or pay to the City the cost of rebuilding such electrical facilities and improving the City's property so that such specifications are being met.

C. The Power Company shall construct, operate and maintain said electric power facilities and communication facilities in order to prevent any erosion or washing away of the lands of the City upon which said electric power facilities and communication facilities are constructed. If at any time such facilities are the underlying cause of any erosion or washing, then Power Company will immediately take necessary steps to prevent same.

D. The Power Company and the City shall use extreme caution in operating machinery and equipment across said lands in order to assure adequate clearance between the machinery and the high voltage conductors.

E. Upon completion of the construction of said electric facilities and communication facilities, the Power Company shall remove and cause to be removed all equipment used in the construction and all debris and refuse resulting from the construction of said facilities and communication service and shall leave the premises in a condition satisfactory to the City.

F. The City specifically reserves unto itself the right of ingress and egress to and from its land and facilities at all times and should any of the Power Company's facilities so constructed, hinder, or interfere with the City's ingress and egress for the proper use of its land, easements and rights of way or for the operation and maintenance of its facilities, then the Power Company shall make the necessary provisions to eliminate same.

G. The Power Company shall promptly notify the City of any unusual or hazardous condition relating to the construction, maintenance or existence of the easement herein granted the Power Company.

H. It is understood and agreed that if service is no longer required across land covered in this instrument and the Power Company has removed its facilities, all rights granted herein shall revert to the City.

I. Grantee agrees that in the event it shall cause material disturbance to the property, Grantee will restore the affected area to a like condition immediately prior to such disturbance.

J. Grantee shall repair any damage to Grantor's drainage system to the extent such damage is caused by Grantee's use of said Easement.

K. Grantee, during the construction or maintenance of its facilities, shall not materially interfere with maintenance operations of Grantor.

L. Grantee, acting pursuant to this Easement, shall comply with all laws, rules and regulations, Federal, State or local, applicable to Grantee's use of said Easement.

M. Any notice to be given by the Power Company shall be deemed as given when posted in the United States Mail and addressed to the City of Mobile, City Hall, P. O. Box 1827, Mobile, Alabama 36633-1827. Any notice to be given by the City of Mobile shall be deemed as given when posted in the United States Mail and addressed to

Alabama Power Company, P. O. Box 2247, Mobile, Alabama 36652-2247.

TO HAVE AND TO HOLD the same to the said Power Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said City of Mobile, a Municipal Corporation, has caused this instrument to be executed in its name by _____, as its Mayor and attested by _____, as its City Clerk, and its corporate seal to be hereto affixed, the said Board of School Commissioners of Mobile County has caused this instrument to be executed by, Chresal D. Threadgill, as its Superintendent, on this the 25th day of February, 2025, and the Alabama Power Company, a corporation, has caused this instrument to be executed by Blake Jarrett, as its Team Leader, on this the 13th day of March, 2025.

W.E. # A655306AC24

Attest:

CITY OF MOBILE,
A MUNICIPAL CORPORATION

It's City Clerk

By: _____
Its: Mayor

BOARD OF COMMISSIONERS
OF MOBILE COUNTY,
A PUBLIC BODY

By: _____
Its: Superintendent

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said County in said State, hereby certify that
Chresal D. Threadgill, whose name as Superintendent of Board of School Commissioners
of Mobile County, a public body corporate, 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 this instrument, as such
officer and with full authority, executed the same voluntarily for and of behalf of the Board of School
Commissioners of Mobile County on the same bears date.



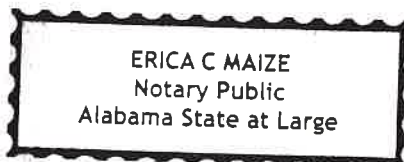
ALABAMA POWER COMPANY

By: _____
Its: Team Leader

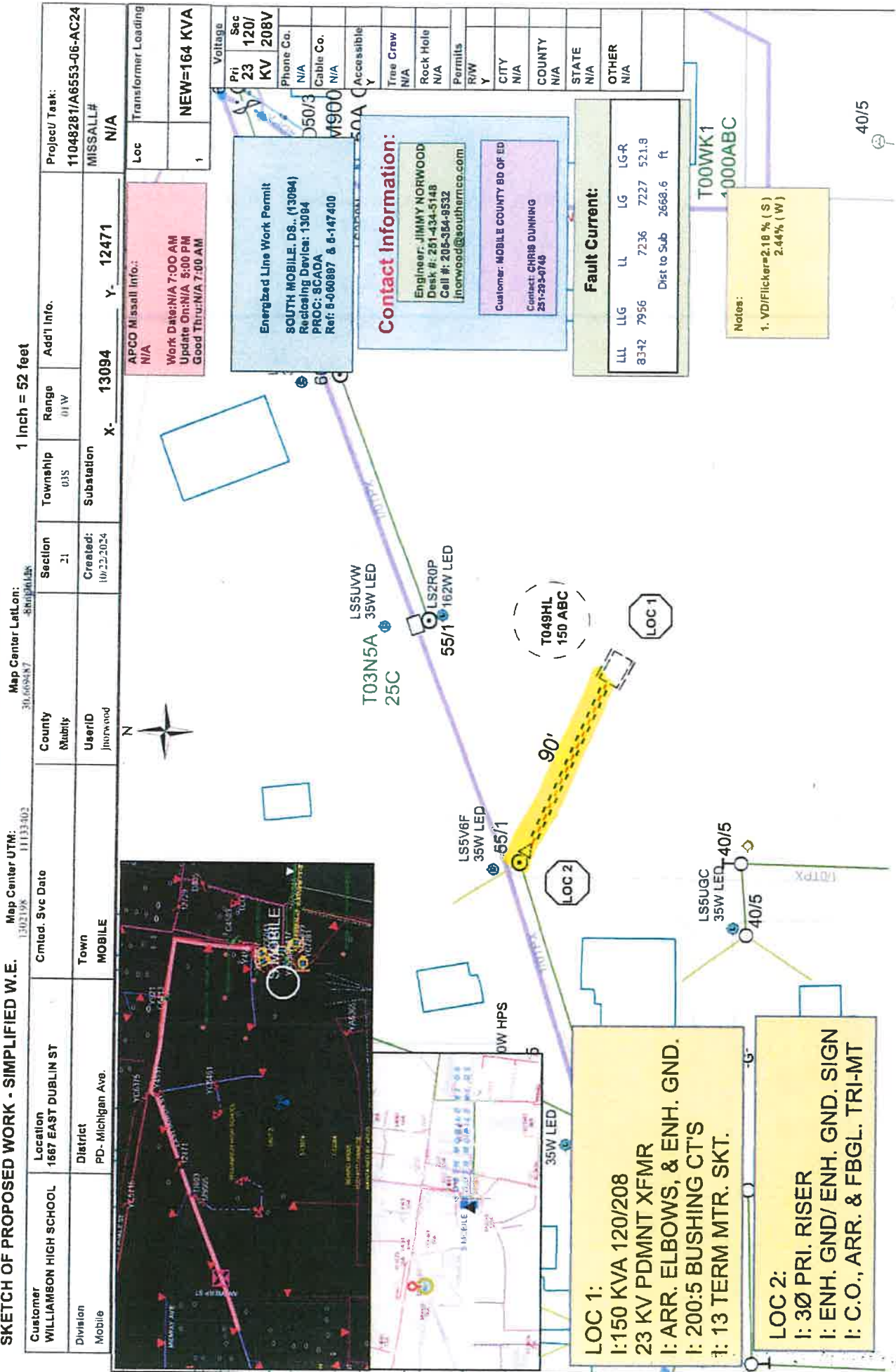
STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Blake Jarrett,
whose name as Team Leader of Alabama Power Company, a corporation, 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 this instrument, he, with full authority, executed the same voluntarily for and as the act of said
corporation.

Given under my hand and official seal, this the 13th day of March, 2025.



SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.





AGENDA ITEM SUMMARY SHEET

Agenda of: March 18, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Authorize Settlement and Release of claims for Raymond Bell

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Settlement.BellRaymond

REVIEWERS:

Patricia Primm

Chris Kern

James Barber

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Raymond Bell, 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

R E S O L U T I O N

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

Adopted:

City Clerk

NOTICE OF HEARING TO CONSIDER A VACATION OF RIGHT OF WAY FEE AS
A CONDITION OF THE VACATION OF CITY RIGHT-OF-WAY
LOCATED ON THE WEST SIDE OF KNOLLWOOD DRIVE
JUST NORTH OF MEDICAL PARK DRIVE

The City of Mobile has been requested by the GK Land Holdings, LLC to vacate City right-of-way located on the west side of Knollwood Drive just north of Medical Park Drive.

The City of Mobile may require abutting landowners who will directly benefit from such vacation to pay a vacation of right-of-way fee equal to the fair market value of the land. The fair market value shall be determined by the Mobile City Council after a public hearing which will be held on Tuesday, April 15, 2025, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street, Mobile, Alabama.

Any citizen who desires will be allowed to speak for or against this matter at the public hearing.

Lisa C. Lambert, City Clerk

RESOLUTION

Sponsored by: Councilmember Ben Reynolds

BE IT RESOLVED by the City Council of the City of Mobile that the vacation fee for the vacation of City right-of-way located on the west side of Knollwood Drive just north of Medical Park Drive, as per Resolution **47-446** is hereby set at \$53,980.68.

Adopted:

City Clerk